



SAMARITAN EVERYDAY CHOICES MEMBER CERTIFICATE

Samaritan Everyday Choices contract

Large Group Employer Contract
Samaritan Health Plans
Corvallis, Oregon

**An approved OREGON PPO
Group Health Benefit Plan**

A handwritten signature in cursive script that reads "Kelley Kaiser". The signature is written over a solid horizontal line.

Kelley Kaiser, MPH
Chief Executive Officer

Introduction

This document describes the Medical and Pharmacy benefits for eligible participants of Everyday Choices. This document serves as your Certificate designed to explain your plan as of [Effective date]. We guarantee to offer to any employer all products that are approved for sale in the applicable market, and must accept any employer that applies for any of those products where eligible. We guarantee coverage based on eligibility and provisions of this document, not based on health status, race, creed, genetic information or disability in accordance with Oregon Statute.

Every effort has been made to make these explanations as accurate as possible in accordance with the Life and Health Insurance Policy Language Simplification Act, Patient Protection and Affordable Care Act (PPACA) of 2009 and Oregon Revised Statutes . For more information, contact Samaritan Health Plans at (541)768-4550; toll free 1-800-832-4580 or TTY 1-800-735-2900; Monday through Friday 8 a.m. to 8 p.m.

Or Visit...

Samaritan Health Plans

2300 NW Walnut Boulevard
Corvallis, OR 97330

(541) 768-4550

1-800-832-4580

TTY 1-800-735-2900

www.samhealthplans.org

Employer name: [Name of Employer]

Effective date of coverage: [Effective date]

Plan name: [Samaritan Everyday Choices Option 1, Samaritan Everyday Choices Option 2, Samaritan Everyday Choices Option Basic, Samaritan Everyday Choices [deductible amount]]

Group number: [assigned group number]

Alternate format information

If you need this handbook or other informational materials in another form, such as:

- Other languages
- Large print
- Braille
- Audio tape
- Computer disk
- Oral presentation

Please call [Samaritan Health Plans](#) Member Services Department at (541) 768-4550; 1-800-832-4580 or TTY 1-800-735-2900 to request the format you need.

Translations

(English)

If you need this booklet in another language, large print, Braille, on tape, or another format, call (541) 768-4550; 1-800-832-4580 or TTY 1-800-735-2900.

(Spanish)

Si necesita este folleto en otro idioma, letra más grande, Braille, cinta de audio, o en otro tipo de formato, llame al 1-800-832-4580 o al 1-800-735-2900 (TTY).

(Russian)

Если Вам нужна эта брошюра на другом языке, напечатанная большими буквами, шрифтом Брайля, на кассете или в каком-нибудь другом формате, пожалуйста, позвоните по телефону (541) 768-4550; 1-800-832-4580 или телетайпу 1-800-735-2900.

To the member

Dear Samaritan Health Plans Member:

We welcome you to your Samaritan Everyday Choices Plan. We are proud to serve our neighbors of Oregon and contribute to the health and well-being of our communities!

Please read this document carefully. It provides you with the details regarding your benefits and any limitations. You also have 24/7 access to this document and all member forms online at:

www.samhealthplans.org

For questions about your medical, pharmacy or vision benefits, our Member Services Department is available to assist you, **Monday through Friday:**

- **By phone**, 8 a.m. to 8 p.m., at (541) 768-4550 or toll free at 1-800-832-4580 (TTY 1-800-735-2900)
- **By email**, 8 a.m. to 5 p.m., at MemberServices@samhealth.org
- **In person**, 8:30 a.m. to 5 p.m., at Samaritan Health Plans, 2300 NW Walnut Boulevard, Corvallis

We will mail you an ID card, separate from this document. If you need health care services before you receive your ID card, please contact our Member Services Department for assistance.

We look forward to serving you!

Sincerely,



Kelley Kaiser, Chief Executive Officer
Samaritan Health Plans
Stronger, healthier, together.

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Definitions

If you have questions about this document, please call Samaritan Health Plans at (541) 768-4550, toll free 1-800-832-4580 or TTY 1-800-735-2900.

Accident – An unforeseen or unexpected event causing injury that requires medical attention.

Allowed amount – This is the amount that is payable to the provider of service for medically necessary, covered services. This amount is the combination of the Samaritan Health Plans payment and any deductible, coinsurance, or co-payment owed by the member. Amounts allocated to deductible, coinsurance, or co-payments are so indicated by the Explanation of Benefits. Contracted Providers must write off, or not charge, the Samaritan Health Plans patient for balances other than the deductible, coinsurance, or co-payment. Providers can collect from members for services that are not covered benefits under the Samaritan Health Plans policy.

Ambulatory surgical center – A facility licensed by the appropriate state or federal agency to perform surgical procedures on an outpatient basis.

Annual enrollment – A period of time each year when eligible employees who did not enroll themselves or their eligible dependents within their initial 30-day eligibility period can enroll in the Plan or make plan changes.

Appeal – A request for your health insurer or plan to review a decision or a grievance again

Balance billing – When a provider bills you for the difference between the provider's charge and the allowed amount. For example, if the provider's charge is \$100 and the allowed amount is \$70, the provider can bill you for the remaining \$30. An in-network provider cannot balance bill you.

Benefit year – The benefit year for a group's coverage is based on when an employer group signs an employer group contract.

Brand-name medication - A brand name drug is a drug marketed under a proprietary, trademark-protected name.

Calendar year – The 12-month period starting on each January 1st and ending on December 31st of the same year.

Care coordination services -- Samaritan Health Plans offers care coordination services to members who have been diagnosed with chronic medical conditions or who are experiencing complex medical events. Care coordination staff help members navigate and participate in their individual plan of care and support communication between providers across different healthcare settings. Care coordination services can include health coaching, case management, and care management by the involved provider team.

Certificate of coverage – Written legal description of the plan, also called your certificate or policy, your member certificate. This document is your written legal description of the plan.

Chemical dependency – An addictive relationship a person has with any drug or alcohol agent. Chemical dependency can be either physical or psychological, or both, and interferes with a person's social, psychological or physical adjustment. Chemical dependency does not include dependence on tobacco products or food.

Claim – A request for payment under the terms of this plan.

Co-insurance – This is the amount of the benefits for which a member is responsible. These amounts are outlined within your **Summary of Benefits and Coverage**. Coinsurance is defined as a percentage of the Allowed Amount. It applies after the deductible and any applicable co-pays have been met. Coinsurance amounts vary between network utilization and service.

Complications of pregnancy – Conditions due to pregnancy, labor and delivery that require medical care to prevent serious harm to the health of the mother or the fetus. Morning sickness and non-emergency caesarean sections are not complications of pregnancy

Compound medication – Two or more medications that a pharmacist mixes together. In order to be covered, compound medications must contain, in therapeutic amount, either one federal legend medication or one state restricted medication. Co-payment amounts are assessed on each covered prescription medication claim.

Contracted agency -- Any servicing provider with whom we have contracted to provide services and supplies under this contract

Contracting durable medical equipment supplier -- A supplier of durable medical equipment that has contracted to provide services and supplies to you under this plan.

Coordination of benefits -- A method for determining the amount that each plan should pay when a Covered Person is covered under two or more health care plans. It determines which plan is primary, and which plan is secondary, thus "coordinating" benefits between the two plans.

Co-payment -- A co-payment or co-pay is a flat fee in place of or before the application of coinsurance. Members are responsible for co-payments regardless of the presence of any deductible. Co-payments and/or Coinsurance are not applied toward the deductible, including preventive service co-payments/coinsurance. Members are responsible for payment of co-pays at the time of service.

Cosmetic -- Services and supplies that are applied to normal structures of the body primarily for the purposes of improving or changing appearance or enhancing self-esteem without improving function.

Cosmetic surgery -- Designed to improve a person's *appearance* without improving function.

Covered expenses -- The amounts that this plan pays for covered services.

Covered person -- A covered employee or a covered dependent who has completed the enrollment requirements and for whom applicable contribution or payroll deduction has been made in the current month.

Deductible -- The portion of covered benefit costs each member is obligated to pay before Samaritan Health Plans will provide payment for benefits. See the **Out of pocket limits and deductibles Section** for more information. Both the deductible and out of pocket max (OOP max) are accumulated on a calendar year.

Deductible credit -- for mid-year carrier coverage changes, all accumulators will be transferred over when criteria have been met. Your deductible and out-of-pocket accumulators are based on a calendar year.

Durable Medical Equipment (DME) -- Equipment and supplies ordered by a health care provider for everyday or extended use. Coverage for DME may include: oxygen equipment, wigs, wheelchairs, crutches or breast pumps.

Eligibility -- The requirements that you must meet in order to qualify for and remain in your plan option and is not based on Medicaid.

Eligible employee -- Means an employee who works on a regularly scheduled basis, with a normal work week of 17.5 or more hours. The employer may determine hours worked for eligibility between 17.5 and 40 hours per week subject to rules of the carrier. "Eligible employee" does not include employees who work on a temporary, seasonal or substitute basis. Employees who have been employed by the employer for fewer than 90 days are not eligible employees unless the employer so allows.

Eligible expense or charge -- The usual, customary or reasonable charge assessed on an itemized bill for medically necessary medical treatment as provided by this Plan.

Emergency medical condition -- A medical condition that manifests itself by acute symptoms of sufficient severity, including severe pain, that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of a person, or unborn child in the case of a pregnant woman, in serious jeopardy; result in serious impairment to bodily functions; result in serious dysfunction of any bodily organ or part; or with respect to a pregnant woman who is having contractions, for which there is inadequate time to effect a safe transfer to another hospital before delivery or for which a transfer can pose a threat to the health or safety of the woman or the unborn child.

Emergency medical screening exam -- The medical history, examination, ancillary tests, and medical determinations required to ascertain the nature and extent of an emergency medical condition.

Emergency medical transportation -- Ambulance or Air services for an emergency medical condition.

Emergency room care -- Emergency services received in an emergency room.

Emergency services – Those health care items and services furnished in an emergency department and all ancillary services routinely available to an emergency department to the extent they are required to stabilize your condition.

Employer – Participants and beneficiaries can receive from the Plan Administrator, upon written request, a complete list of affiliated entities adopting the plan. Employer also means any person acting directly as an employer, or indirectly in the interest of an employer, in relation to an employee benefit plan; and includes a group or association of employers acting for an employer in such capacity.

Enrollee – An employee, dependent of the employee or an individual otherwise eligible for a group health benefit plan who has enrolled for coverage under the terms of this agreement. Enrollee is referred to as subscriber or member. **ERISA** means the Employee Retirement Income Security Act of 1974, as amended.

Essential Health Benefits (EHB) – A set of health care service categories that must be covered by certain plans, starting in 2014. Essential Health Benefits (EHB) must include items and services within at least the following 10 categories: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care. Samaritan Health Plans meets these requirements as described in this document. There are no dollar limits set on these benefits.

Exclusions – Specified conditions or circumstances, listed in this plan, for which we pay no benefits. Exclusions can apply to services that are medically necessary, and where appropriate.

Exclusion period – A period during which specified treatments or services are excluded from coverage.

Experimental and Investigational – means a service, supply, or drug that the plan has classified as investigational. Samaritan will review scientific evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from the treating provider regarding the service, supply, or drug to determine if it is investigational. A service, supply, or drug not meeting all of the following criteria is, in Samaritan’s judgment, investigational:

- If a medication or device, the health intervention must have final approval from the United States Food and Drug Administration as being safe and efficacious for general marketing. However, if a medication is prescribed for other than its FDA-approved use and is recognized as “effective” for the use for which it is being prescribed, benefits for that use will not be excluded. To be considered “effective” for other than its FDA-approved use, a medication must be so recognized in one of the standard reference compendia or, if not, then in a majority of relevant peer-reviewed medical literature or by the United States Secretary of Health and Human Services.
- The scientific evidence must permit conclusions concerning the effect of the service, supply, or drug on health outcomes, which include the disease process, injury or illness, length of life, ability to function, and quality of life.
- The service, supply, or drug must improve net health outcome.
- The scientific evidence must show that the service, supply, or drug is as beneficial as any established alternatives.
- The improvement must be attainable outside the laboratory or clinical research setting.

When Samaritan receives a claim or request for preauthorization that includes all information necessary to make a decision, you will be informed within 20 business days if the service, supply, or drug is considered experimental or investigational. To determine the necessary documentation, call Member Services Department at (541) 768-4550, toll free 1-800-832-4580 or TTY 1-800-735-2900

Generic medication – A prescription medication that is an equivalent medication to the brand-name medication, is marketed and sold by more than one source, and is listed in widely accepted references as a generic medication based on manufacturer and price. Equivalent medication means the Food and Drug Administration (FDA) ensures that the generic has the same effectiveness as the brand-name medication.

Grievance – A verbal or written complaint submitted by or on behalf of an enrollee regarding

- Availability, delivery or quality of health care services, including a complaint regarding an adverse determination based on the decision of the plan through a prior authorization
- Claims payment, handling or reimbursement for health care services; or

- Matters pertaining to the contractual relationship between a member and Samaritan

Habilitation services – Health care services that help a person **keep, learn or improve skills and functioning for daily living**. Examples include therapy for a child who isn't walking or talking at the expected age. These services can include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient setting.

Health benefit plan – Any hospital expense, medical expense or hospital or medical expense policy or certificate; health care service contractor or health maintenance organization subscriber contract; or plan provided by a multiple employer welfare arrangement or by another benefit arrangement defined in the federal Employee Retirement Income Security Act of 1974, as amended, to the extent that the plan is subject to state regulation.

Health coaching – These one-on-one services are designed to assist members in reaching health and wellness goals. The program will help you:

- Identify what is motivating you to make lifestyle changes.
- Set specific, measurable, attainable, relevant and time-limited goals
- Identify barriers and create steps to overcome the barriers
- Build skills to find reliable health information and resources specific to your needs.

Health insurer – A health benefit plan that issues a contract that requires you or your employees to pay some or all of an agreed premium in exchange for health care coverage.

Home health care – Services and supplies that a licensed home health agency provides to a homebound patient.

Hospice – provide comfort and support for persons in the last stages of a terminal illness and their families.

Hospital – An institution that provides diagnostic and treatment facilities if you are injured or ill. It is licensed as a general Hospital, is under the supervision of a staff of physicians and is staffed 24 hours a day by registered nurses. Rest, old age or convalescent homes are not considered Hospitals, nor are most facilities operated by agencies of the federal government. Hospitalization must be authorized by a physician and must be Medically Necessary for acute care and treatment of Illness or Injury.

Hospitalization – Care in a hospital that requires admission as an inpatient and usually requires an overnight stay. An overnight stay for observation could be outpatient care.

Hospital outpatient – Care in a hospital that usually doesn't require an overnight stay.

Illness – A physical or mental illness that results in a covered expense. Physical illness is a disease or bodily disorder; mental illness is a psychological disorder characterized by pain or distress and substantial impairment of basic functioning.

In-network – The covered services that you receive from providers that are contracted with Samaritan Health Plans to provide services for our commercial members.

In-network co-insurance – The percent (for example, 20%) you pay of the allowed amount for covered health care services to providers who contract with your health insurance or plan. In-network co-insurance usually costs you less than out-of-network co-insurance. See your **Summary of Benefits and Coverage**.

In-network co-payment – A fixed amount (for example, \$35) you pay for covered health care services to providers who contract with your health insurance or plan. In-network co-payments usually are less than out-of-network co-payments. See your **Summary of Benefits and Coverage**

Incur – The expense of a service is incurred on the day the service is rendered, and the expense of a supply is incurred on the day the covered person receives it.

Injury – A personal bodily injury to a covered person caused solely by external, violent, and/or accidental means and resulting directly or indirectly of all other causes in an Eligible Expense.

Late enrollee – An individual who enrolls in a group health benefit plan subsequent to the initial enrollment period during which the individual was eligible for coverage but declined to enroll. However, an eligible individual shall not be considered a

late enrollee if:

- a) The individual qualifies for a special enrollment period in accordance with 42 U.S.C. 300gg as amended and in effect on February 17, 2009;
- b) The individual applies for coverage during an open enrollment period;
- c) A court issues an order that coverage be provided for a spouse or minor child under an employee's employer sponsored health benefit plan and request for enrollment is made within 30 days after issuance of the court order;
- d) The individual is employed by an employer that offers multiple health benefit plans and the individual elects a different health benefit plan during an open enrollment period; or
- e) The individual's coverage under Medicaid, Medicare, TRICARE, Indian Health Service or a publicly sponsored or subsidized health plan, including, but not limited to, the medical assistance program under ORS chapter 414, has been involuntarily terminated within 63 days after applying for coverage in a group health benefit plan.

Mastectomy – Surgical removal of all or part of the breast or a breast tumor suspected to be malignant. Surgery can also include associated lymph nodes and muscles, and lumpectomies.

Maximum out-of-pocket – The maximum amount you will incur in a Benefit year before the plan begins paying at 100% for eligible medical costs.

Medical emergency – A medical emergency is an injury or sudden illness so severe that a prudent layperson would expect that failure to receive immediate medical attention would risk seriously damaging the health of a person (or fetus). Examples of medical emergencies include (but are not limited to):

- bleeding that does not stop
- sudden abdominal or chest pains
- suspected heart attacks
- broken bones
- serious burns
- onset of delivery
- Severe pain

Medically necessary – Health care services or supplies that a professional provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, injury, disease, or its symptoms, and that are:

- in accordance with generally accepted standards of medical practice;
- clinically or medically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury, or disease; and
- not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury, or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

The fact that a physician can prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply medically necessary or covered under the Plan.

Samaritan Health Plans reserves the right to review or otherwise deny services that are not found to be medically necessary.

Member – The eligible enrollee or dependent covered under Samaritan Health Plans.

Member certificate – Written legal description of the plan, also called your certificate or policy. This document is your written legal description of the plan; your 'certificate'.

Network – Facilities, providers and suppliers your health insurer or plan has contracted with to provide health care services.

Obesity – A condition in which a person has a body mass index of at least 30.0 kg/m² but less than 40.0 kg/m².

Out-of-network co-insurance – The percent (for example, 40%) you pay of the allowed amount for covered health care services to providers who do not contract with your health insurance or plan. Out-of-network co-insurance usually costs you more than in-network co-insurance.

Out-of-network co-payment – A fixed amount (for example, \$35) you pay for covered health care services from providers who do not contract with your health insurance or plan. Out-of-network co-payments usually are more than in-network co-payments

Out-of-pocket limit – The most you pay during a benefit plan year before your health insurance or plan begins to pay 100% of the allowed amount. This limit never includes our premium, balance billed charges or services your health insurance or plan doesn't cover. Some health insurance or plans do not count all of your co-payments, deductibles, co-insurance payments, out-of-network payments or other expenses towards this limit. Both the deductible and out of pocket max (OOP max) are accumulated on a calendar year.

Patient Protection and Affordable Care Act (PPACA) – A federal statute that was signed into law in the United States by President Barack Obama on March 23, 2010, along with the Health Care and Education Reconciliation Act of 2010. The Act is the product of the health care reform agenda and includes numerous health-related requirements that a health plan is required to adhere to.

Pharmacist – An individual licensed to dispense prescription medication and counsel a patient about how the medication works and its possible adverse effects.

Pharmacy – Any licensed outlet in which prescription medications are regularly compounded and dispensed.

Physician services – Health care services a licensed medical physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) provides or coordinates.

Plan – means Samaritan Health Plans “Samaritan”, the insurance carrier who issues the Member Certificate(s) as sponsored by the Employer group.

Plan Administrator is defined in ERISA § 3(16). The Plan Administrator is the Employer sponsoring this Plan unless a separate plan administrator has been specifically identified and named.

Plan support programs – We have the capability to develop support programs to compliment the medical advice of your healthcare provider.

Plan term – The group plan becomes effective at 12:01 a.m. on the date written in the Summary of Benefits and Coverage, and continues in effect for a period of 12 months, provided premiums are paid when due and in the required amounts. The group policy is automatically renewed from month to month thereafter unless modified or terminated as described below.

Policy – means this Agreement, Group's Contract Application, the Policy, and Member Certificates incorporated herein by reference, and any amendments, exhibits, supplements, addenda, attachments, endorsements, applications, Vision plans, health statements or riders, and any information submitted as part of the Application for this Agreement or for membership under this Agreement. A copy of the Group Agreement serves as the Group's services provided by SHP and responsibilities between SHP and Group, and when benefit coverage is distributed to a Member, as the Member Certificate.

Preauthorization – A decision by your health insurer or plan that a health care service, treatment plan, prescription drug or durable medical equipment is medically necessary; sometimes called prior authorization, prior approval or precertification. Your health insurance or plan can require preauthorization for certain services before you receive them, where appropriate, except in an emergency. Preauthorization isn't a promise your health insurance or plan will cover the cost.

Pre-existing condition – means a health benefit plan provision applicable to an enrollee or late enrollee that excludes coverage for services (this is an exclusion period), charges or cost incurred during a specified period immediately following enrollment for a condition for which medical advice, diagnosis, care or treatment was recommended or received during a specified period immediately preceding enrollment. Samaritan Health Plans does not have an exclusion period or a pre-existing conditions clause.

Premium – The amount that must be paid for your health insurance or plan. You and/or your employer pay a portion every pay-period. Premiums do not accumulate towards your out-of-pocket maximums or deductibles.

Prescription drug coverage – Health insurance or plan that helps pay for prescription drugs and medications.

Prescription medication – Medications and biologicals that relate directly to the treatment of an illness or injury and that can legally be dispensed only with a prescription order. By law, they must bear the legend: “Caution – federal law prohibits dispensing without prescription.” For purposes of the outpatient prescription medication benefit, prescription medications also include covered insulin and supplies used for the administration of insulin, Self-injectable medications, and compound medications. We require a prescription order for insulin and diabetic supplies.

Prescription order – A written prescription or oral request for prescription medications issued by a professional provider who is licensed to prescribe medications.

Primary care home – The Primary Care Home (PCH) practice provides relationship-based, primary health care that focuses on the health needs of the whole person. The PCH is responsible for meeting the large majority of each patient’s physical and mental health care needs, including prevention and wellness, acute care, and chronic care. They coordinate care across all elements of the broader health care system, including specialty care, hospitals, home health care, and community services.

Primary care provider (PCP) – Can mean, and is not limited to a physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine), Pediatric physician, Family medicine, OB-GYN physician, Internal medicine, nurse practitioner, clinical nurse specialist or physician assistant, as allowed under state law, who provides, coordinates or helps a patient access a range of health care services for the indicated specialties.

Professional services – Services of a professional medical provider for medically appropriate diagnosis or treatment of illness or injury, and for preventive care services.

Professional provider – Licensed or Registered Medical Providers that provide Medically Necessary covered services within the scope of their license or registry.

Professional provider can mean, and is not limited to mean, any of the following, for medically necessary services, which are within the scope of the professional provider's state license or registry:

- Acupuncturist, massage therapist, chiropractor, naturopath within the scope of their practice.
- A **physician** (doctor of medicine or osteopathy);
- **podiatrist**;
- **dentist** (doctor of medical dentistry, doctor of dental surgery, dental hygienist with expanded practice or dentist);
- **pharmacist**;
- **psychologist**;
- **optometrist**
- **Oregon-registered clinical social worker and counselors**; including and when acting within the scope of their practice, professional counselors, marriage and family therapists licensed under ORS 675.715 to 675.835.
- **certified nurse practitioner**;
- **registered nurse or licensed practical nurse**, but only for services rendered upon the written referral of a doctor of medicine or osteopathy, and only for those services for which nurses customarily bill a patient;
- **physician assistant** (to be paid as if submitted by the supervising physician); or
- **Registered physical, occupational, speech, or Audiological therapist.**
- **Women's health care provider or pediatrician**

For certain providers, coverage can exist under the **Dental Benefits** or **Vision Benefits** of the plan. Samaritan Health Plans does not discriminate against providers acting within the scope of their own licensure or certification.

Provider – A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine), health care professional or health care facility licensed, certified or accredited as required by state law.

Reconstructive – Services, procedures, and surgery performed on abnormal structures of the body, caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease. It is generally performed to improve function, but can also be done to approximate a normal appearance.

Rehabilitation services – Health care services that help a person keep, get back or improve skill and functioning for daily living that have been lost or impaired because a person was sick, hurt or disabled. These services can include physical and occupational therapy, speech-language pathology and psychiatric rehabilitation services in a variety of inpatient and/or outpatient settings.

Residential/partial hospitalization/day care – Care in a residential facility, hospital or other facility which provides an organized full-day or part-day program of treatment and is licensed or approved for the particular level of care for which reimbursement is being sought by the Oregon Office of Alcohol and Drug Abuse Programs or by the Oregon Mental Health Division (or equivalent agencies, if the services are provided outside Oregon).

Self-injectable medications – Outpatient injectable prescription medications intended for self-administration and approved by us for self-injection.

Skilled nursing facility (SNF) – An institution primarily engaged in providing skilled nursing care or restorative services for the treatment of injured, disabled or sick persons and is not, except incidentally, a place for the aged or those suffering from chemical dependency. Nor is it an institution providing primarily custodial care. The facility must provide 24-hour-a-day nursing services supervised by registered nurses.

Services – Health care diagnosis, treatments, procedures, equipment, medications, or devices. Services include supplies to support a service.

Service area – Samaritan Everyday Choices Plan options are available statewide.

Specialist or specialty care – A physician specialist focuses on a specific area of medicine or a group of patients to diagnose, manage, prevent or treat certain types of symptoms and conditions. A non-physician specialist is a provider who has more training in a specific area of health care.

Spell of illness – The duration of a particular illness that lasts for a period of consecutive days beginning with the first day not part of a previous illness on which you are admitted to a hospital, and ending at the close of the first 60-day period thereafter during which you have neither been a hospital inpatient nor been confined in any other type of facility.

Spouse – To whom you are married and/or your domestic partner.

Supplies – Consumable goods to support health care services.

Therapeutic abortion – An abortion induced when pregnancy constitutes a threat to the physical or mental health of the mother and/or the fetus. Therapeutic abortions are done because pregnancy would cause the mother hardship, endanger their life or health, or because prenatal testing has shown that the fetus will be born with severe abnormalities. Terminations of pregnancy for other reasons outside of this are not a covered benefit.

Transplant – A procedure or a series of procedures by which an organ or tissue is either: removed from the body of one person (called a donor) and implanted in the body of another person (called a recipient), or removed from and replaced in the same person's body (called a self-donor). In treatment of cancer, the term transplant includes any chemotherapy and related course of treatment, which the transplant supports.

Urgent care services – Services for an unforeseen illness or injury that requires treatment within 24 hours to prevent serious deterioration of a patient's health. Urgent conditions are normally less severe than medical emergencies. Examples of conditions that could need urgent care are sprains and strains, vomiting, cuts, and severe headaches.

USERRA – USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, and including all regulations promulgated thereto.

Usual, Customary and Reasonable (UCR) charges – The amount paid for a medical service in a geographic area based on what providers in the area usually charge for the same or similar medical service. The UCR amount sometimes is used to determine the allowed amount.

Samaritan Health Plans members can be responsible for UCR charges if services are provided by out-of-network providers.

Waiting period – Group eligibility waiting period means, with respect to a group health benefit plan, the period of employment or membership with the group that a prospective enrollee must complete before plan coverage begins. Waiting periods, defined by 45 CFR § 147.116, may not have exceeded 90 days.

We, us, or our – refers to Samaritan Health Plans.

When coverage begins –

- The first of the month after we have received your completed enrollment materials from the Employer,
- From birth or placement for adoption, in the case of a newborn or adoptee enrolled in accordance with the requirements of the Plan.

When coverage ends – is when you have:

- Not paid your premiums.
- Your employer group has taken residence out of state.
- Moved out of our service area.
- Otherwise fail to satisfy the eligibility requirements of Samaritan Health Plans and your employer.

You or your – The person enrolled in Samaritan Health Plans.

General Provisions

Samaritan Health Plans is NOT responsible for the following administrative services:

Eligibility and enrollment

Eligibility criteria Eligibility and enrollment are determined and processed through your employer. You will need to contact your employer to determine whether or not you meet the eligibility criteria to be enrolled on to this plan.

Samaritan Health Plans

2300 NW Walnut Boulevard
Corvallis, OR 97330
(541) 768-4550
1-800-832-4580; TTY 1-800-735-2900

Disenrollment Your employer determines enrollment and disenrollment of participants and is responsible for notifying you of your disenrollment. You may be disenrolled from Samaritan Health Plans for various reasons such as:

- You might move outside of the service area of the health plan. If you move outside of the service area of the health plan, you must contact your employer
- Your personal situation may change and you may no longer be eligible for this program.
- You did not pay your premium on time and are no longer eligible for the Plan. If this is the case you have a 10 day grace period to pay your premium.
- Once you have been disenrolled from Samaritan Health Plans, you will receive a notification of your rights, continuation options and your termination notice within 10 days of termination by Samaritan Health Plans.
- You die. Termination of coverage will be your date of death, in which case any premiums will be retroactively adjusted and refunded.

Deductibles and out-of-pocket maximums

This is only a brief summary of benefits. Please refer to the additional information throughout this Plan Document for further explanations of your benefits including limitations and exclusions.

Your annual out-of-pocket limit

This plan has an out-of-pocket limit to protect you from excessive medical expenses. The Summary of Benefits shows your plan's annual out-of-pocket limit. If you incur covered expenses over that amount, this plan will pay 100% of eligible charges for the rest of the benefit year. Those services that do not apply to your out-of-pocket limit will not be covered at 100% after your out-of-pocket limit has been met. Regular cost sharing will apply to these benefits. Both the deductible and out of pocket max (OOP max) are accumulated on a calendar year.

Expenses for the following DO NOT count toward your out-of-pocket limit:

- Charges over usual, customary, and reasonable amounts
- Benefits paid in full (for example, vision hardware)
- Incurred charges that exceed amounts allowed under this plan
- Non-medically necessary services, such as excluded services or those deemed to be not medically necessary by the plan.
- Non-covered services, including those where a third party is responsible (COB, settlements, motor vehicle claims)
- Bariatric and Gastric banding surgery co-pays
- Other services called out in any plan document

Information about your deductible

Deductible This is the portion of covered benefit costs each member is obligated to pay before Samaritan Health Plans will provide benefits. The deductible amount for individuals and families is listed in your Member Benefit Summary. No family will have to satisfy more than the Family Maximum Deductible each calendar year. Both the deductible and out of pocket max (OOP max) are accumulated on a calendar year.

Some services do not apply to your deductible obligation. To find out which services will or will not apply to your deductible, please call our Member Services representatives at (541) 768-4550 or toll free 1-800-832-4580.

In-network provider benefit: Patient receives care from a preferred provider or facility, which has an effective in-network provider Plan contract with Samaritan Health Plans to provide services and supplies to the covered individuals.

Out-of-network provider benefit: Patient receives care from a provider that has no affiliation or contractual arrangement with the Plan. At the out-of-network benefit level, payment to providers is based on the Samaritan Health Plans fee allowance or the billed amount, whichever is less. The fee allowance is often lower than, or discounted from, the physician's usual charge.

Lifetime and annual limits on essential benefits are prohibited.

The essential health benefits cover the following general categories of services:

- Ambulatory patient services
- Emergency services
- Hospitalization
- Maternity and newborn care
- Mental health and substance abuse disorder services, including behavioral health treatment
- Prescription drugs
- Rehabilitative and habilitative services and devices
- Laboratory services
- Preventive and wellness services and chronic disease management
- Pediatric services, including oral and vision care

Health Savings Account (HSA) eligibility

Some Samaritan Everyday Choices Plans meet the definition of a High Deductible Health Plan (HDHP) and are eligible for HSA plans in these instances:

- When the deductible amount is \$1,300 for an individual and \$2,600 for a family or higher, making the plan a High-Deductible Health Plan (HDHP); and
- When the out-of-pocket limit is \$6,550 for an individual and \$13,100 for a family or higher, making the plan a High-Deductible Health Plan (HDHP)

HSA Rules under Samaritan Health Plans:

1. All covered services outlined in this plan, unless specifically identified, apply to the deductible. Please see the Summary of Benefits that outline your cost share for in and out-of-network benefit coverage. The Summary of Benefits also outlines those services that apply to your deductible.
2. Once the deductible has been met your co-pays and co-insurances will begin. You are not responsible for meeting your co-pay or co-insurance UNTIL your deductible has been met.
3. Any contributions made on behalf of your employer will be added to your accumulating deductible amounts.

NOTE: Not all plans meet the criteria, please contact your employer if you have any questions regarding your coverage.

Service area

The Samaritan Health Plans service area is statewide.

. Please call Samaritan Health Plans for details on your provider network.

Samaritan Health Plans contracts directly with providers throughout the State of Oregon. In addition, Samaritan uses the First Choice Health Network to supplement its provider panel in Oregon. The First Choice Health Network also extends to 7 other states in the Northwest. For contracted provider coverage in the remainder of the United States, Samaritan uses the First Health Network.

Urgent and emergent services are always covered at the in-network provider level, as are services provided by in-area contracted providers.

Not all providers in our service area are considered to be an in-network provider. Please call our Member Services Department or visit www.samhealthplans.org to verify the network status of your provider before getting services. Contact us at (541) 768-4550; toll free 1-800-832-4580 or TTY 1-800-735-2900.

Urgent and emergent care has the same cost share regardless of being in-network or out-of-network. If the urgent or emergency department is considered out-of-network, all applicable costs and/or charges will go to the out-of-network deductible and/or out-of-pocket accumulators.

Out of the Country coverage

Samaritan Everyday Choices covers all **urgent** and **emergent** services received outside of the country at the in-network provider benefit level. Any other services besides urgent and emergent services provided out of the country will not be covered. Members may need to pay for services out-of-pocket at the time of service. Please fill out, and submit a Member Reimbursement Form, and provide all receipts and pertinent documentation of their covered health care expenditures to the Plan for evaluation and reimbursement. All member reimbursement requests must be submitted to Samaritan Health Plans within 365 days of the date services were obtained.

When submitting a foreign claim request for reimbursement please include the following information:

- Member ID number
- Member name
- Services rendered
- Date of service
- Provider name
- Charged amount by service received
- Where you received services
- Diagnosis
- Procedure Code
- Total charge on bill
- Units received for each service
- Currency type submitted on bill and conversion rates for that particular time. If this is not provided, Samaritan Health Plans will convert currency at the rate that it is at that time

Samaritan Health Plans does not cover services for the sole purpose of school, work or occupation (for example, immunizations, routine physicals, or laboratory services). We will **only** cover medications up to a ninety (90) day supply, even when medications are needed for vacations, travel, school or work for long periods of time, (except for oral or patch contraceptives that are covered up to 15 months).

PLEASE NOTE:

**Not all providers or pharmacies in our service area are considered to be an in-network provider.
Not all providers or pharmacies outside our service area are considered to be an out-of-network provider.
Please call Member Services to verify the network status of your provider or pharmacy before obtaining services at:
(541) 768-4550 or 800-832-4580.**

Becoming a Samaritan member

When you become a member of Samaritan Health Plans, you receive a New Member Packet, electronically where possible. The following information and materials are found in your packet. This packet will include a summary of your benefit coverage and important information about your appeal rights. You can, at any time, request a copy of these materials. If requested, we will send you a copy of the requested materials within 30 days of your request. You can obtain your electronic member packets through www.samhealthplans.org

Enrollment period

Please refer to your employer for enrollment periods and dates. There is no exclusion period administered by Samaritan Health Plans.

Please keep these materials for future reference:

- Welcome letter
- Notice of Privacy Practices pamphlet
- Summary of benefits
- Member Certificate (this document), which includes the program'
- Educational materials (optional)
- Annual summaries for quality, utilization review policies, other plan accessibility and provider networks

In addition to your new member packet, you will receive a member identification (ID) card once you have been enrolled. You must present this card when you receive services. It lists information about you, needed at your appointment for your physician's office to bill for services correctly. If you have misplaced, changed personal information or added new members, please call our Member Services Department to order a new one.

If you are missing any of these materials please call the **Member Services Department at (541) 768-4550; toll free 1-800-832-4580 or TTY 1-800-735-2900.**

Choosing your Primary Care Provider (PCP)

As a Samaritan Health Plan member, you may choose a Primary Care Provider (PCP) for yourself and each family member. The plan does not require you to do this.

Your Samaritan Health Plans member identification (ID) card

You will receive a Samaritan Health Plan member identification (ID) card. You must present this card when you receive services. It lists information about you, needed at your appointment for your physician's office to bill for services correctly. If you lose your Samaritan Health Plan member ID card, please call us and we will send you a new one.

Interpreter services

If you need a foreign language interpreter at your medical appointments, please contact Samaritan Health Plan's Member Services Department to make those arrangements. To make sure that an interpreter will be at your appointment, please have this information ready when you call:

- The name of the person or persons the appointment is for
- The member's ID number
- A home phone number
- The date and the time of the appointment
- The name of the health care provider
- The full address of the appointment
- The phone number of the provider's office
- The reason for the appointment

Please call the **Samaritan Health Plans Member Services Department** at **(541) 768-4550**; toll free **1-800-832-4580** or TTY **1-800-735-2900** with all of the necessary information at least 72 hours before your appointment.

Member portal

Your member portal at MyHealthPlan.samhealth.org provides you with secure, 24/7 access to:

- Member policy
- Summary of Benefits and Coverage
- Formulary and pharmacy directory
- Provider directories
- Claims processed by your health plan
- Details about your eligibility with the health plan, including the amount you have met toward your deductibles, your plan limits, and summary of benefits.
- The National Library of Medicine's MedlinePlus Connect for consumer-friendly health information in both English and Spanish.

In addition to all the benefits above, your new member portal offers you the convenience of a paperless option for member materials.

For questions about your member portal and technical support if needed, please call Member Services Department at 541-768-4550, toll-free 1-800-832-4580 (For Hearing Impaired, call 1-800-735-2900), Mon.–Fri., 8 a.m. to 8 p.m. Member Services Department can also be reached via email at MemberServices@samhealth.org

Your eligibility

Large employer group

A large employer group is an employer that employed an average of at least 51 or more employees on business days during the preceding calendar year, the majority of whom are employed within this state.

Employees

Your employer decides the minimum number of hours employees must work each week to be eligible for health insurance benefits. Your employer can also require new employees to satisfy a probationary waiting period before they are eligible for benefits. Your employer's eligibility requirements are shown on your Member Enrollment Form. All employees who meet those requirements are eligible for coverage. Eligibility is not based on any health status-related factors.

Family members

While you are eligible and insured under the Plan, the following family members are also eligible for coverage:

- Your legal spouse or domestic partner.
- Your, your spouse's or your domestic partner's dependent children until your dependent attains age 26, regardless of the child's place of residence, marital status, or financial dependence on you.
- Your siblings, nieces, nephews, or grandchildren until your dependent attains age 26, who are unmarried, not in a domestic partnership, registered or otherwise, and for whom you are the court appointed legal custodian or guardian with the expectation that the child will live in your household for at least a year.
- Your, your spouse's, or your domestic partner's dependent children age 26 or over who are mentally or physically disabled. To qualify as dependents, they must have been continuously unable to support themselves since turning age 26 because of a mental or physical disability.

Samaritan Health Plans requires documentation of the disability from the child's physician, and will review the case before determining eligibility for coverage. No family or household members other than those listed above are eligible to enroll under your coverage.

Any dependent children until attaining the age of 26, and for purposes of coverage under the Plan, the term "child" includes:

- a biological child of you or your spouse;
- an adopted child of you or your spouse;
- a child actually placed with you while adoption proceedings are pending;
- a child for whom you are required to provide insurance coverage under a Qualified Medical Child Support Order (QMCSO)¹
- a child for whom you are legal guardian; and
- a child of a qualified domestic partner of an employee (see applicable IRS information above).

To be eligible for coverage as a dependent, a dependent child of divorced parents does not have to qualify as a dependent for Internal Revenue Service tax exemption purposes.

Dependent parents, foster children, and any other relative not described above are not eligible for coverage under the Plan. Grandchildren are covered under the Plan only if they have been adopted or placed with you for adoption or for whom you have legal guardianship.

Qualified Medical Child Support Order (QMCSO)¹

Samaritan Health Plans complies with qualified medical child support orders (QMCSO) issued by a state court or state child support agency. A QMCSO is a judgment, decree, or order, including approval of a settlement agreement, which provides for health benefit coverage for the child of a plan member. If a court or state agency orders coverage for your spouse, domestic partner or child, they can enroll in this plan within a 31-day initial enrollment period beginning on the date of the order. Coverage

¹ You may obtain, without charge, a copy of our procedures governing QMCSO determinations by contacting our Member Services department at 800-832-4580 or (541) 768-4550.

will become effective on the first day of the month after Samaritan Health Plans receives the enrollment application. You can be required to submit a copy of the QMCSO to complete enrollment.

Samaritan Health Plans will extend benefits to an employee's non-custodial child, as required by any qualified medical child support order (QMCSO), under ERISA. Samaritan Health Plans has procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from our Customer Services Department.

How and when to enroll

When you first become eligible

The initial enrollment period is the 31-day period beginning on the date a person is first eligible for enrollment in this plan. Everyone who becomes eligible for coverage has an initial enrollment period.

When you satisfy your employer's probationary waiting period at the hours required for eligibility and become eligible to enroll in this plan, you and your eligible family members must enroll within the initial enrollment period. If you miss your initial enrollment period, you can be subject to a waiting period. To enroll, you must complete and sign an enrollment application, which is available from your employer. The application must include complete information on yourself and your enrolling family members. Return the application to your employer, and your employer will send it to Samaritan Health Plans by the end of the 31-day period.

Coverage for you and your enrolling family members begins on the first day of the month after you satisfy your employer's probationary waiting period. The probationary waiting period is shown on your Enrollment Form.

Newly hired/eligible employees and their dependents

Newly hired employees and employees that begin working the hours required for eligibility may enroll themselves and their eligible dependents after satisfying the initial enrollment period stated. The newly eligible employee must complete and submit to Samaritan Health Plans an enrollment form within 31 days of becoming eligible for enrollment. Coverage is effective on the first of the month following completion of the waiting period at the hours required for eligibility.

Returning to work after a layoff

If you are laid off and then rehired by your employer within nine months, you will not have to satisfy another probationary waiting period.

Your health coverage will resume coinciding with the date of return to work from layoff and again meet your employer's minimum hour requirement. If your family members were covered before your layoff, they can resume coverage at that time as well.

You must re-enroll your family members by submitting an enrollment application to Samaritan Health Plans within the 31 day initial enrollment period following your return to work. Failure to submit the application within the 31 day initial enrollment period to Samaritan Health Plans will cause you to be considered a late enrollee and coverage will be deferred until the next open enrollment date.

Employees returning to work after a layoff are not subject to new exclusion periods for other conditions. If the employee's exclusion periods were satisfied (or partially satisfied) before the layoff, they will be credited at the same level when the employee returns to work.

Returning to work after a leave of absence (LOA)

If you return to work after an employer-approved leave of absence of nine months or less, you will not have to satisfy another probationary waiting period.

Your health coverage will resume coinciding with the date of return from LOA and again meet your employer's minimum hour requirement. If your family members were covered before your layoff, they can resume coverage at that time as well.

You must re-enroll your family members by submitting an enrollment application to Samaritan Health Plans within the 31 day initial enrollment period following your return to work. Failure to submit the application within the 31 day initial enrollment period to Samaritan Health Plans will cause you to be considered a late enrollee and coverage will be deferred until the next open enrollment date.

Employees returning to work after a LOA are not subject to new exclusion periods for other conditions. If the employee's exclusion periods were satisfied (or partially satisfied) before the layoff, they will be credited at the same level when the employee returns to work.

Newborns

Your, your spouse's or your domestic partner's newborn baby is eligible for enrollment under this plan during the 31-day initial enrollment period after birth. To add the child to your coverage, you must submit an enrollment application listing the child as your dependent. A claim for maternity care is not considered notification for the purpose of enrolling a newborn child. You can be required to submit a copy of the newborn's birth certificate to complete enrollment.

If additional premium is required, then the baby's eligibility for enrollment will end 31 days after birth if Samaritan Health Plans has not received an enrollment application and premium. Premium is charged from the date of birth and prorated for the first month.

If no additional premium is required, then the baby's eligibility continues as long as you are covered. However, Samaritan Health Plans cannot enroll the child and pay benefits until we receive an enrollment application listing the child as your dependent.

Adopted children

When a child is placed in your home for adoption, the child is eligible for enrollment under this plan during the 31-day initial enrollment period after placement for adoption. 'Placement for adoption' means the assumption and retention by you, your spouse, or your domestic partner of a legal obligation for full or partial support and care of the child in anticipation of adoption of the child. To add the child to your coverage, you must complete and submit an enrollment application listing the child as your dependent. You can be required to submit a copy of the certificate of adoption or other legal documentation from a court or a child placement agency to complete enrollment.

If additional premium is required, then the child's eligibility for enrollment will end 31-days after placement if Samaritan Health Plans has not received an enrollment application and premium. Premium is charged from the date of placement and prorated for the first month.

If no additional premium is required, then the child's eligibility continues as long as you are covered. However, Samaritan Health Plans cannot enroll the child and pay benefits until we receive an enrollment application listing the child as your dependent.

Family members acquired by marriage

If you marry, you can add your new spouse and any newly eligible dependent children to your coverage during the 31-day initial enrollment period after the marriage. Samaritan Health Plans must receive your enrollment application and additional premium during the initial enrollment period. Coverage for your new family members will then begin on the first day of the month after the marriage. You can be required to submit a copy of your marriage certificate to complete enrollment. This health benefit plan does not discriminate between married and unmarried women or between children of married and unmarried women.

Family members acquired by domestic partnership

Your qualified domestic partner can enroll by submitting an enrollment application and completed Domestic Partnership Affidavit at the time of your initial enrollment or within 30 days of the partnership first becoming eligible according to the criteria stated under **Your eligibility**. All other domestic partner applications will be subject to late enrollment provisions.

The Oregon Family Fairness Act recognizes and authorizes domestic partnerships in Oregon. A domestic partnership is defined as "a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon." Requirements beyond this are not allowed for same sex domestic partners. Any time that coverage is extended to a spouse it must also extend to a domestic partner.

Family members placed in your guardianship

If a court appoints you custodian or guardian of an eligible sibling, niece, nephew, or grandchild, you can add that family member to your coverage. To be eligible for coverage, the family member must be:

- Not in a domestic partnership, registered or otherwise;
- Under the age of 26; and
- Expected to live in your household for at least a year, unless otherwise ordered by court.

We must receive your enrollment application and additional premium during the 31-day initial enrollment period beginning on the date of the court appointment. Coverage will then begin on the first day of the month following the date of the court order. You can be required to submit a copy of the court order to complete enrollment.

Waiver of coverage.

You may waive coverage under the Plan for yourself. You may also waive coverage for any of your eligible dependents. If you waive coverage for yourself, your dependents are not eligible for coverage. To waive coverage, you must file a *Declination of Coverage* form with the Human Resources office specifying the reason for the waiver. The form must list by name each of the dependents for which you waive coverage.

Subsequent enrollment.

If you do not enroll yourself and/or your eligible dependents within 30 days of first becoming eligible, you may be considered a "late enrollee." If so, you must wait until the next Annual Enrollment period (which is the month of December) to enroll. If you then enroll, coverage will become effective as of the following January 1.

Special enrollment periods

Some employers have agreements with Samaritan Health Plans allowing employees with other health coverage to waive this plan's coverage. In that case, both you and your family members can decline coverage during your initial enrollment period. If you are eligible to decline coverage and you wish to do so, you must submit a written waiver of coverage to Samaritan Health Plans through your employer. You and your family members can enroll in this plan later if you qualify under Rule #1, Rule #2, or Rule #3 below.

If the agreement between Samaritan Health Plans and your employer requires all eligible employees to participate in this plan, you must enroll during your initial enrollment period. However, your family members can decline coverage, and they can enroll in the plan later if they qualify under Rule #1, Rule #2, or Rule #3 below. To find out if your employer's plan allows employees to decline coverage, ask your Plan Administrator.

Special enrollment rule #1

If you declined enrollment for yourself or your family members because of other health insurance coverage, you or your family members can enroll in the plan later if the other coverage ends involuntarily. 'Involuntarily' means coverage ended because continuation coverage was exhausted, employment terminated, work hours were reduced below the employer's minimum requirement, the other insurance plan was discontinued, the employer's premium contributions toward the other insurance plan ended, or because of death of a spouse or domestic partner, divorce, or legal separation. To do so, you must request enrollment within 31 days after the other health insurance coverage ends (or within 60 days after the other health insurance coverage ends if the other coverage is through Medicaid or a State Children's Health Insurance Program). Coverage will begin on the first day of the month after the other coverage ends.

Special enrollment rule #2

If you acquire new dependents because of marriage, domestic partnership, birth, or placement for adoption, you can enroll yourself and/or your newly acquired dependents at that time. To do so, you must request enrollment within 31 days after the marriage, registration of the domestic partnership, birth, or placement for adoption. In the case of marriage and domestic partnership, coverage begins on the first day of the month after the marriage or registration of the domestic partnership. In the case of birth or placement for adoption, coverage begins on the date of birth or placement.

Special enrollment rule #3

If you or your dependents become eligible for a premium assistance subsidy under Medicare or a State Children's Health Insurance Program (CHIP), you can enroll yourself and/or your dependents at that time. To do so, you must request enrollment within 60 days of the date you and/or your dependents become eligible for such assistance. Coverage will begin on the first day of the month after becoming eligible for such assistance.

Late enrollment

If you did not enroll during your initial enrollment period and you do not qualify for a special enrollment period, your enrollment will be delayed until the plan's anniversary date. A 'late enrollee' is an otherwise eligible employee or dependent who does not qualify for a special enrollment period explained above, and who:

- Did not enroll during the 31-day initial enrollment period; or
- Enrolled during the initial enrollment period but discontinued coverage later.

A late enrollee can enroll by submitting an enrollment application to your employer during an open enrollment period designated by your employer, just prior to the plan's anniversary date. When you or your dependents enroll during the open enrollment period, plan coverage begins on the plan's anniversary date.

Terminating coverage

If you leave your job for any reason or your work hours are reduced below your employer's minimum requirement, coverage for you and your enrolled family members will end. Coverage ends on the last day of the last month in which you worked full time and for which a premium was paid. You can, however, be eligible to continue coverage for a limited time; see **Continuation Coverage** for more information. Any termination of coverage will be based on your date of termination, in which case, coverage will term the end of the month you were terminated.

You can voluntarily discontinue coverage for your enrolled family members at any time by completing an Enrollment Change form and submitting it to your employer. Keep in mind that once coverage is discontinued, your family members can be subject to the late enrollment waiting period if they wish to re-enroll later.

Termination of group

SHP must receive written notice of termination from the Group. SHP must receive the notice at least 30 days in advance of the proposed termination date. Group must provide in writing whether SHP is being replaced by another group policy. Group shall continue to be liable for Plan premiums for all Members enrolled in Plan through Group through the end of the first full month requested and agreed upon termination date.

Divorced spouses or legal separation

If you divorce, coverage for your spouse will end on the last day of the month in which the divorce decree or legal separation is final. You must notify your employer of the divorce or separation, and continuation coverage can be available for your spouse. If there are special child custody circumstances, please contact the Plan's Member Services Department. See **Continuation Coverage** for more information.

Dependent children

When your enrolled child no longer qualifies as a dependent, coverage will end the end of the month the dependent attains the age of 26. See **Your eligibility** for information on when your dependent child is eligible beyond age 25. See **Continuation Coverage and Special Enrollment Periods** where you can find more information on other coverage options for those who no longer qualify for coverage.

Dissolution of domestic partnership

If you dissolve your domestic partnership, coverage for your domestic partner and their children not related to you by birth or adoption will end on the last day of the month in which the dissolution of the domestic partnership is final. You must notify your employer of the dissolution of the domestic partnership and continuation coverage can be available for your domestic partner and their covered children. See **Continuation Coverage**.

Certificates of creditable coverage

For questions or requests regarding certificates of creditable coverage, you will need to contact your Group Plan Administrator.

For questions or requests regarding certificates of creditable coverage, you will need to contact your Plan Administrator

HIPAA special enrollment notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, court –appointed guardianship or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Effective April 1, 2009, the Children's Health Insurance Program Reauthorization Act of 2009, supplements the HIPAA special enrollment notice by allowing eligible employees and dependents to enroll under the plan under the following circumstances:

- The employee's, spouse, domestic partner, or dependent's Medicaid or CHIP coverage is terminated as a result of loss of eligibility, or
- The employee, spouse, domestic partner, or dependent becomes eligible for a premium assistance subsidy or Medicaid coverage under Medicaid or Children's Health Insurance Program (CHIP).

Employees and dependents must request special enrollment under this provision within 60 days of the loss of Medicaid or CHIP coverage or within 60 days after the employee or dependent is determined to be eligible for a Medicaid or CHIP subsidy.

To request special enrollment or to obtain more information, contact your designated Human Resources department for more information.

Circumstances causing ineligibility or loss of benefits

The Plan contains numerous conditions and limitations that may affect your or your family's right to participate or receive benefits. This section will highlight just a few such conditions and limitations. You or your family's rights may be affected by any of the following:

- Being employed by an employer that has not adopted the Plan (see "Who Is Eligible" on page **Error! Bookmark not defined.**).
- Not being or remaining an eligible employee (see "Who Is Eligible" on page **Error! Bookmark not defined.**).
- Not timely submitting an election to participate (see "How and When to Enroll" on page 17).
- Changing your employment status or family status (see "What Happens If Your Eligibility Changes?" on page **Error! Bookmark not defined.**).
- Failing timely to submit claims for reimbursement (see "Claims Information" and "Grievances and Appeals" on page 59 and 51).
- Being called to active duty by any of the Armed Forces of the United States (see "What Happens If Your Eligibility Changes?" on page **Error! Bookmark not defined.**).
- Reaching a benefit maximum on non-essential benefits (see "Benefit Limitations and Exclusions" on page 41 and elsewhere for other maximum limits).
- Failing to reimburse the Plan under its right of subrogation (see "General Provisions" on page 46).

Continuation coverage

Federal law requires that most employers sponsoring group health plans offer employees and their family members the opportunity to continue their group health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end.

If you are the spouse of an employee that works for an employer that has at least 20 employees on a typical business day during the preceding calendar year, you may be eligible for a specific type of state continuation coverage. You must be 55 years of age or older, and be separated, divorced, or your spouse (employee) dies, for you and your dependents to be eligible to continue your coverage. Please contact your employer for information on how to continue coverage under this state law. If you are covered by federal (COBRA) or state continuation coverage, and your employer changed size, contact your employer to verify your continuation coverage benefits.

Continuation of coverage is not available to a covered person or qualified beneficiary who is eligible for: (a) Medicare; or (b) The same coverage under any other program that was not covering the covered person or qualified beneficiary on the day before a qualifying event.

USERRA continuation

If you take a leave of absence from your job due to military service, you have continuation rights under the Uniformed Services Employment and Re-employment Rights Act (USERRA). You and your enrolled family members can continue this plan’s coverage if you, the employee, no longer qualify for coverage under the plan because of military service. Continuation coverage under USERRA is available for up to 24 months while you are on military leave. If your military service ends and you do not return to work, your eligibility for USERRA continuation coverage will end. Premium for continuation coverage is your responsibility. The following requirements apply to USERRA continuation:

- Family members who were not enrolled in the group plan cannot take continuation. The only exceptions are newborn babies and newly acquired dependents not covered by another group health plan.
- To apply for continuation, you must submit a completed Continuation Election Form to your employer within 31 days after the last day of coverage under the group plan.
- You must pay continuation premium to your employer by the first of each month. Your employer will include your continuation premium in the group’s regular monthly payment. Samaritan Health Plans cannot accept the premium directly from you.
- Your employer must still be insured by Samaritan Health Plans. If your employer discontinues this plan, you will no longer qualify for continuation through SHP.

COBRA continuation

If you work for an employer that had at least 20 employees on more than 50 percent of its typical business days in the previous calendar year, your employer is subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA). Please contact your employer for information about how to continue coverage under COBRA.

Domestic partners are recognized as qualified beneficiaries under federal COBRA continuation laws and thus cannot continue this policy’s coverage under COBRA. Their covered children as qualified beneficiaries can continue this policy’s coverage if all COBRA requirements are met.

Work stoppage

Labor unions

If you are a union member, you have certain continuation rights in the event of a labor strike or lockout. Your union is responsible for collecting your premium and can answer questions about coverage during the strike.

Samaritan Health Plans provides continuation of coverage for a covered hospitalized individual if the policy is canceled and immediately replaced by another insurance carrier.

Employer contribution

The Plan cannot deny an employer's application for coverage under a health benefit plan based on participation or contribution requirements but can require employers that do not meet participation or contribution requirements to enroll during the open enrollment period.

For every group health benefit plan, the Plan Sponsor that chooses to enforce participation, contribution or eligibility requirements must:

- Specify in the plan all of participation, contribution, and eligibility requirements that have been agreed upon by the carrier and the group; and
- Apply the participation and eligibility requirements uniformly to all categories of eligible members and their dependents.

Prescription drug benefits

Tier 1 – Preventive Tier offers a \$0 co-pay for ACA preventive medications. Tier 1 also includes nine generic drugs, including metformin, glyburide, glipizide, simvastatin, lovastatin, lisinopril, enalapril, atenolol and warfarin. Tobacco cessation and asthma medications are included. Zero (\$0) cost share for Diabetic administration of insulin includes needles, and syringes.

Tier 2 – Preferred Generic drugs provide the same high quality medicinal and therapeutic benefit found in brand-name medications without the brand-name cost.

Tier 3 – Preferred drugs, in most cases brand name drugs, provide high quality, effective and affordable prescription benefits to Samaritan Health Plans members. Preferred drugs are either more effective or equally effective, but less costly than other alternative medications not included on the preferred drug list. They are often the preferred agent in a class of medications that has many alternatives and will treat most health conditions.

Tier 4 – Non-Preferred drugs are available generically, and it is your choice to receive brand name rather than the therapeutic generic equivalent. If your medication is categorized as a Tier 4 medication and does not have an equivalent generic available, you may request a tier exception for your medication to be paid at Tier 3 as long as the medication is listed on the formulary and does not require a prior authorization.

Tier 5 – High-cost specialty medications encompass specified medications. This category is subject to change, throughout the year, upon review by the Plans' Pharmacy and Therapeutics Committee. You may be charged this coinsurance if the medication is received in another setting (for example, infusion).

IMPORTANT NOTES:

- Over the Counter (OTC) medications will not be covered by Samaritan Health Plans without a prescription. Reference the formulary for more specific medication coverage. Some preventive OTC medications are covered with a prescription. Please reference your formulary.
- All medications covered by Everyday Choices are subject to the Pharmacy & Therapeutics Committee and are approved to be on the formulary list of covered drugs. Reference the formulary for more specific medication coverage information.

Samaritan Health Plans covers both brand name drugs and generic drugs in its formulary. Generic drugs are approved by the FDA as having the same active ingredient as the brand name drug. Generally, when a generic version of a drug is available Samaritan Health Plans will require that the generic be used by members unless it is medically necessary for a member to use the brand version of a drug.

Samaritan Health Plans uses a formulary, which lists the covered prescription medications. Some covered medications can have additional requirements or limits on coverage. These requirements can include:

Prior authorization: We require you or your physician to get prior authorization for certain drugs. This means that you will need to get approval from the Plan before we will pay for your prescriptions.

Quantity Limits: For certain drugs the Plan limits the amount or quantity of the drug that is covered.

Step therapy: In some cases, the Plan requires you to first try certain drugs to treat your medical condition before we will cover another drug for that condition.

You can find out more about additional requirements or limits on covered medication by contacting our Member Services Department or your physician.

The Samaritan Health Plans formulary is made available to you on the Samaritan Health Plans' member portal at **MyHealthPlan.samhealth.org**.

A printed copy of your formulary can be mailed to you upon request.

We will cover one early refill of a prescription for eye drops to treat glaucoma under certain conditions as described in Oregon Revised Statutes.

Compound medications can be covered with a prior authorization. We cover Orally administered anticancer medications a described in Oregon Revised Statutes because we provide coverage for cancer chemotherapy treatment.

Plan benefits

This plan provides benefits for the following services and supplies. These services and supplies can require you to make a co-payment and/or coinsurance, and they can be subject to additional limitations or maximum dollar amounts. See the **Summary of benefits and Coverage** and the **Benefit exclusions section**. Benefit limitations are described, below, within **Plan benefits**. These services are identified throughout the document.

Acupuncture – is covered with the purchase of a rider.

Alternative services – are covered with the purchase of a rider.

Ambulance – Services of a state-certified ambulance are covered. The cost of ground transportation is covered to or from the nearest hospital. Air transportation is also covered, but only to the nearest hospital capable of treatment, when ground transportation is not medically appropriate, and when medically necessary. Coverage and payments are made directly to the billing provider.

Artificial limbs and eyes – That are not power assisted, are covered. If the cost is over \$1,000, Samaritan Health Plans must prior authorize the expense. Repairs to existing prosthetics (even if acquired by non-Samaritan providers or before Samaritan Health Plans coverage) are also covered, up to the cost of replacement. **These services may require authorization.**

Bilateral cochlear implants – are covered

Biofeedback – is covered for migraine headaches and urinary incontinence. Limited to 10 lifetime visits.

Blood transfusions – including the cost of blood or blood plasma and storage, are covered.

Cardiac rehabilitation – For patients who have coronary artery disease, angina, congestive heart failure, have had cardiac surgery, angioplasty or stent, heart transplant or heart attack and who meet the following criteria:

1. have a heart condition where exercise is standard treatment, and
2. need medical monitoring and supervision for exercise for safety, and
3. the exercise program is ordered by a physician, PA or NP.

The benefit is as follows:

- Phase I (inpatient) services are covered under inpatient hospital benefits.
- Phase II (short term outpatient) services are covered under outpatient therapy benefits.
- Phase III (long term outpatient) services are not covered.

Cardiac rehabilitation is not covered for risk reduction in patients without heart disease, or patients who can exercise independently.

Chemical dependency services – This plan covers treatment provided in healthcare facilities, residential program or facilities, day or partial hospitalization programs, or outpatient services. See **Mental health and chemical dependency**.

Samaritan Health Plans covers services and treatment for those mental health and chemical dependency diagnosis as it is intended under the Mental Health Parity Act.

Chemotherapy – is covered and paid based on the type of chemotherapy you receive and where services are rendered. There sometimes will be cost sharing for medications used, where appropriate. See **Prescription drug services**. In accordance to Oregon Revised Statutes, we provide coverage for prescribed, orally administered anticancer medications because we provide coverage for cancer chemotherapy treatment.

Chiropractic – Services are covered with the purchase of a rider.

Circumcision – is covered for purposes of this benefit a newborn/infant is defined as any child being 3 months of age or younger. Any circumcisions for anyone older than 3 months, other outpatient or inpatient costs will apply. Circumcision is covered up to a \$300 limit per newborn/infant for those on the Basic Plan option only.

Clinical trial – Services are covered when the member is enrolled in and participating in a qualified clinical trial. The experimental portion of the clinical trials are typically not covered, however the services that are normally covered under the plan will be covered

under the applicable benefit and in accordance to the provisions outlined by the services billed by the provider and will follow all provisions of this plan document.

A qualified individual is someone who is eligible to participate in an approved clinical trial and either the individual's doctor has concluded that the participation is appropriate or scientific information established that their participation is appropriate.

Effective January 1, 2014, the ACA requires that if a "qualified individual" is in an "approved clinical trial," the plan cannot deny coverage for related services. Plans are not required to cover treatments that fall outside the designated class of approved clinical trials, and plans may not deny coverage because a member is participating in an approved clinical trial conducted outside of the state in which the member lives.

An "approved clinical trial" is defined below as a Phase I, II, III, or IV clinical trial for the prevention, detection, or treatment of cancer or other life-threatening condition or disease.

- An "approved clinical trial" means a clinical trial that is:
- Funded by the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, the United States Department of Defense or the United States Department of Veterans Affairs;
- Supported by a center or cooperative group that is funded by the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, the United States Department of Defense or the United States Department of Veterans Affairs;
- Conducted as an investigational new drug application, an investigational device exemption or a biologics license application subject to approval by the United States Food and Drug Administration; or
- Exempt by federal law from the requirement to submit an investigational new drug application to the United States Food and Drug Administration.

"Routine costs" means all medically necessary conventional care, items, or services consistent with the coverage provided by the health benefit plan if typically provided to a patient who is not enrolled in a clinical trial.

A "qualified individual" is someone who is eligible to participate in an "approved clinical trial".

If an in-network provider is participating in an approved clinical trial, the plan can require the individual to participate in the trial through that in-network provider if the provider will accept the individual as a participant in the trial.

Cochlear implants - are covered

Colonoscopy (non-preventive) – When receiving non preventive colonoscopy services (non-preventive is having services done with a predetermined diagnosis or presenting an applicable health problem) the benefit will be paid as an outpatient procedure. Colorectal screening is covered under the preventive benefit.

Contraceptives – We provide coverage for the following FDA approved contraceptives at no cost to the member: oral contraceptives, sterilization procedures, and patient education and counseling for all women with reproductive capacity as prescribed by a provider.

Cosmetic and/or reconstructive surgery services that are considered to be, or are potentially cosmetic and/or reconstructive **must be prior authorized**. Surgery will be covered under the following circumstances, and when appropriate:

- Reconstructive surgery to primarily correct a functional disorder
- Breast reconstruction following medically necessary mastectomy, including reconstruction of the opposite breast to achieve cosmetic symmetry.
- Reconstructive surgery necessitated by an accidental injury.
- Surgery to correct a facial scar or defect resulting from medically necessary surgery that was covered or would have been covered, under this plan.
- Surgery to correct a scar or defect resulting from surgery for cancer.
- Surgery to correct a congenital defect.

For cosmetic and/or reconstructive surgeries, the following additional limitations apply:

Additional reconstructive surgery that is medically necessary to correct a functional disorder resulting from the initial injury or surgery, will be covered, where appropriate.

WHCRA

The Women's Health and Cancer Rights Act of 1998 requires Samaritan Health Plans to notify you, as a participant or beneficiary, of the Samaritan Health Plans, of your rights related to benefits provided through the plan in connection with a mastectomy. You as a participant or beneficiary have rights to coverage to be provided in a manner determined in consultation with your attending physician for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and treatment of physical complications of the mastectomy including lymphedema.
- These benefits are subject to the plan's regular deductible and co-pays/co-insurance. See your **Summary of Benefits and Coverage** for details.

Keep this notice for your records and call Samaritan Health Plans for more information.

Dental hospitalization – Dental services can be reimbursable under the medical plan in certain circumstances as outlined in this policy or required by law. Dental Hospitalization must be prior authorized and considered medically necessary. Only charges for the hospital, anesthesiologist, and physician assistant are covered related to the hospitalization.

Dental services of a dentist or physician, to medically treat the injury of the jaw or natural teeth are also covered when the services presented are not considered to be reimbursable as a dental service or covered by a dental plan.

When a major dental procedure is necessary and considered to be reimbursable as a medical benefit, such as:

- Multiple extractions
- Removal of impacted teeth
- Tumors, benign & malignant
- Leukoplakia & premalignant lesions
- Trauma to jaw, acute damage to teeth, jaw fracture
- Lacerations in mouth
- Infection beyond tooth or gum
- Facial cellulitis
- Infection beyond tonsillar pillar
- Systemic disease manifestation in mouth – Lichen planus, Sjögren's syndrome, etc.
- Craniofacial abnormalities
- When the patient has another serious medical condition that can complicate the dental procedure
- When the service is found to be related to an accident or reconstructive procedure.

Please refer to the applicable sections of this policy to determine the coverage that will be provided.

The following will not be allowed for reimbursement under the medical policy:

- Hospitalization because of the patient's apprehension or convenience
- Treatment and services for Temporal-Mandibular Joint (TMJ) dysfunctions are not covered. The plan pays for outpatient care, general anesthesia, and special supplies.
- Emergency room visits as a result of tooth or mouth pain of an unknown origin are covered if you are not presenting an already determined dental issue.

Treatment and services for TMJ are not covered. – Medical dental services and medically necessary orthodontic treatment are covered. Examples include but are not limited to tumors, leukoplakia and premalignant lesions, trauma to jaw, acute damage to teeth, jaw fracture, lacerations in the mouth, infection beyond tooth or gum (facial cellulites, infection beyond tonsillar pillar, systemic disease manifestations in the mouth such as, lichen planus, and Sjogren's syndrome) and craniofacial anomalies.

The plan pays for outpatient care, general anesthesia, and special supplies. Emergency room visits as a result of tooth or mouth pain of an unknown origin are covered if you are not presenting an already determined dental issue.

Developmental and learning disabilities – Services will be covered for developmental and/or learning disabilities.

We will cover, for members who have been diagnosed with a pervasive developmental disorder, all medical services, including rehabilitation and habilitative services, which are medically necessary and are otherwise covered under the plan. These services may have limitations and exclusions based on the provisions of the plan and this document.

Diabetic education – Services of a Certified Diabetes Educator (CDE) for **diabetes self-management education programs** are covered. This means outpatient instruction for diabetics about the disease and its control, taught by a CDE. Services, medications, and supplies that are medically necessary for a woman to manage her diabetes during the period of each pregnancy, beginning with conception and ending six weeks postpartum are at no cost to the member.

Diabetic supplies – are covered and are defined as (but not limited to) gauzes, syringes, needles, alcohol and alcohol swabs, betadine swabs and diabetic shoes and inserts and the fitting. See **DME, Diabetic equipment**. Some items can be purchased at a pharmacy.

Dialysis – is covered.

Durable medical equipment (DME) and Prosthetics – Purchase or rental of durable medical equipment including crutches, wheelchairs, wigs, orthopedic braces, prosthetics glucometers, and equipment for administering oxygen are covered. Durable medical equipment must be prescribed in writing by a licensed MD, DO, DDS, DMD, or DPM. **If the purchase or rental price is over \$1,000 per line item, or if the item is to be rented for longer than three months, Samaritan Health Plans must prior authorize the expense.** See **Benefit exclusions**.

Bras – following a mastectomy are covered under Samaritan Health Plans DME benefit. No authorization is needed and there is no limit to the number of bras allowed per year. Swimwear is not covered for any reason under the Plan.

Breast prosthesis – either internal or external breast prosthesis as a result of a mastectomy regardless where the original service took place. Please contact Samaritan Health Plans at (541) 768-4550 or 1-800-832-4580 for more information. The Women's Health and Cancer Rights Act (WHCRA) requires that Samaritan Health Plans cover services that support rehabilitation and reconstruction services in the instance that a member receive these services due to cancer and related treatment.

Breast pumps – are covered at \$0 when rented and purchased under the preventive benefit.

Diabetic equipment – Diabetic pumps, glucose monitors, test strips, and lancets are covered with a \$0 cost share. Items including gauzes, syringes, needles and alcohol swabs are considered diabetic supplies. Diabetic *supplies* are considered a separate benefit from Diabetic equipment. See the **Diabetic supplies section** of this document for more information.

Maxillofacial prosthetic services – To restore and manage head and facial structures that cannot be replaced with living tissue. The treatment must be necessary to control or eliminate infection or pain, treatment also includes orthodontia where appropriate, as defined by House Bill 4128. Treatment is only covered when the damage results from disease, trauma, or birth and developmental deformities. Cosmetic procedures are not covered.

Medical foods – Nonprescription enteral formula for home use (1) include coverage for a nonprescription elemental enteral formula for home use, if the formula is medically necessary for the treatment of severe intestinal malabsorption and a physician has issued a written order for the formula and the formula comprises the sole source, or an essential source, of nutrition; **this will require authorization**. If non-prescription elemental enteral formula is ordered by a physician, the physician must write a prescription for the item and the member will need to submit a Member Reimbursement form. See also **inborn errors of metabolism**.

Orthotics – Medically necessary custom made or fitted foot orthotics. A licensed physician or podiatrist must prescribe the device. Coverage is based on coverage that is determined by Medicare.

Prosthetics – That are not power assisted are covered. If the cost is over \$1,000, Samaritan Health Plans must prior authorize the expense. Repairs to existing prosthetics (even if acquired by non-Samaritan providers or before Samaritan Health Plans coverage) are also covered, up to the cost of replacement. Coverage is based on coverage that is determined by Medicare.

Vision hardware – After cataract surgery or due to medical needs are covered under the DME benefit. Hardware needed after cataract surgery is a one-time per eye benefit.

Emergency services -- In a medical emergency, emergency care is covered at the in-network provider benefit shown on the Summary of Benefits, even if you are treated at an out-of-network hospital. See **Definitions** for information about emergencies. **Emergency care for any reason does not require a prior authorization.**

If you or a member of your family needs immediate assistance for a medical emergency, call 911.

Gastric Bypass Surgery – Not covered for HSA plan members. Roux-en-Y, Laparoscopic Adjustable Gastric Banding, and Laparoscopic vertical sleeve gastrectomy **may be covered upon prior approval** when the following criteria are met:

Inpatient hospital co-pay of \$5,000, which does not include program educational fees. **Co-pay does not apply to the member's annual out-of-pocket maximum or deductible and does not include co-pays for professional services** (for example, office visits and/or surgery).

1. BMI greater than or equal to 40 kg/m²

Or

2. BMI greater than or equal to 35 kg/m² with **one** of the following co-morbid conditions, which are expected to be improve with surgery:
 - Hypertension
 - Diabetes
 - Hyperlipidemia
 - Sleep apnea
 - Coronary artery disease
 - Documented weight loss of greater than 5% after entering Bariatric program.
3. Psychological evaluation by psychologist or psychiatrist, approved by Bariatric Surgery Program documenting absence of psychopathology that would interfere with understanding or compliance with surgical program. Examples: personality disorder, uncontrolled substance abuse, uncontrolled major mood or thought disorder. **OR** Same evaluation demonstrates presence of psychological issues that are controlled and will not compromise surgical outcome. Note: Medical Insurance will pay for evaluation only. Mental health treatment is covered under mental health benefit, whether or not it is related to obesity.
4. Documentation of previous compliance with medical care and willingness to comply with preoperative and postoperative treatment plans.
5. No medical condition that would make the surgery unusually risky.
6. Age 18 or older.
7. Covered only at GSRMC through the SHS Bariatric Surgery program, and subject to its policies and surgical criteria.

Genetic testing – is covered as determined through our prior authorization process. Samaritan Health Plans **requires** prior authorization for genetic testing, except for standard prenatal testing which includes (but is not limited to) genetic testing for cystic fibrosis and Verifi®.

Habilitative services – Learning new skills or functions as distinguished from rehabilitation which focuses on relearning existing skills or functions is covered. An example of habilitative services is speech therapy for a child who is not talking at the expected age.

Hearing aids – are covered. Repairs or accessories to hearing aids will be paid through the annual limit. These are considered DME. Batteries are not covered. This benefit is limited to 1 every 4 years for each impaired ear. .

Home health – is covered. Services provided during your home health visit can apply to other benefits and other cost shares will apply, where appropriate. For example, physical therapy can be done in your home. This service will be paid under the physical therapy benefit.

Hospice – is covered.

Infusion – is covered and is paid by the plan based on the type of infusion you receive and where you receive it. You can have pharmacy costs for the drugs used during your infusion services. **See Prescription Drug Benefits.**

Injections – can be done by your Primary care provider or a specialist provider in an office setting. If you are receiving an injection drug at a pharmacy, only your pharmacy benefit will be applied. **See Prescription Benefit** for more information. Allergy injections and growth hormone injections are covered.

Inpatient hospital – medically necessary hospital inpatient services. Charges for a semi-private hospital room are covered, and charges for a private room are covered if the attending physician orders hospitalization in an intensive care unit, coronary care unit, or private room for septicemic-caused isolation. Please see the Prior Authorization list of this document. Covered inpatient hospital services can include (but are not limited to):

- Semi-private room
- Cardiac care unit
- Operating room
- Anesthesia and post-anesthesia recovery
- Respiratory care
- Inpatient medications
- Lab and radiology services
- Dressings, equipment, and other necessary supplies
- Delivery, post-partum, newborn care
Blood or blood products

Charges for rental of telephones, radios or televisions, or for guest meals or other personal items, are not covered. We cover services by any approved hospital that is owned and operated by the State of Oregon and any state approved community mental health and developmental disabilities program.

Inpatient habilitative services – as medically necessary to help a person acquire, keep or improve, partially or fully, and at different points in life, skills related to communication and activities of daily living. The services must be consistent with the condition being treated, and must be part of a formal written treatment program prescribed by a physician.

Inpatient rehabilitative services – as medically necessary to restore and improve lost body functions after illness or injury. The services must be consistent with the condition being treated, and must be part of a formal written treatment program prescribed by a physician.

Inborn errors of metabolism – Treatment and services of inborn errors of metabolism involving amino acid, carbohydrate, and fat metabolism when medically standard methods of diagnosis, treatment, and monitoring exist are covered.

Medically necessary PKU formulas (nonprescription elemental enteral formula) for home use when ordered by your authorized physician are covered as long as:

- The formula is medically necessary for the treatment of severe intestinal mal-absorption, inborn errors of metabolism that involve amino acids, carbohydrates and fat metabolisms.
- The formula comprises the sole or an essential source of your nutrition.
- Nutritional supplies and medical assessment equipment necessary to diagnose, monitor and control disorders of inborn metabolic disorders.

Medical foods – are covered under the DME benefit and require authorization when the cost will be greater than \$1,000.

Nonprescription enteral formula for home use includes coverage for a nonprescription elemental enteral formula for home use, if the formula is medically necessary for the treatment of severe intestinal malabsorption and a physician has issued a written order for the formula and the formula comprises the sole source, or an essential source, of nutrition.

Laboratory services – provided by a physician, or prescribed by a physician and provided by a lab. Not all laboratory services will have the same cost-share.

Mastectomy services – Either an internal or external breast prosthesis as a result of a mastectomy regardless where the original service took place. Removal or replacement of breast prosthesis is covered only according to certain criteria to determine medical necessity. Bras following a mastectomy are covered under Samaritan Health Plans DME benefit. No authorization is needed and there is no limit to the number of bras allowed per year. Swimwear is not covered for any reason under the Plan.

Please contact Samaritan Health Plans at (541) 768-4550 or 1-800-832-4580 for more information. The Women's Health and Cancer Rights Act (WHCRA) requires that Samaritan Health Plans cover services that support rehabilitation and reconstruction services in the instance that a member receive these services due to cancer and related treatment.

Maternity care – Services of a physician or certified nurse midwife (CNM) for maternity care are covered. Services are subject to the same payment amounts, conditions, and limitations that apply to similar expenses for illness. We cover the care necessary to support a healthy pregnancy and care related to labor and delivery. We cover those whose mothers have taken medication containing diethylstilbestrol prior to the insured's birth.

Under federal law, the Plan can't restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery (less than 96 hours following a caesarean section), or require that a provider obtain authorization from the Plan for prescribing a length of stay not in excess of the above periods.

Mental Health: parity protections for mental health services – Samaritan Health Plans provides certain "parity" protections between mental health and substance abuse benefits on the one hand, and medical and surgical benefits on the other.

This means that in general, limits applied to mental health and substance abuse services can't be more restrictive than limits applied to medical and surgical services. The kinds of limits covered by the parity protections include:

- Financial, like deductibles, copayments, coinsurance, and out-of-pocket limits
- Treatment, like limits to the number of days or visits covered
- Care management, like being required to get authorization of treatment before getting it

Mental Health: inpatient – Services are considered "inpatient" when you are admitted to a facility. You pay an inpatient copay for facility charges at a preferred facility; see the benefit summary for details. Professional services (for example, doctors) may be billed separately from the facility charges. The plan pays for these services according to the network status of the provider, unless your condition is a medical emergency. All covered professional services are paid based on the allowed amount.

Mental Health: outpatient – Outpatient mental health services are covered the same as any other medical service. The plan pays based on the allowed amount and the network status of the provider. Preauthorization for outpatient mental health services is not required in most cases; see the prior authorization list.

Mental health and chemical dependency services – This plan covers medically necessary crisis intervention, diagnosis, and short-term treatment of mental health conditions and chemical dependency. Refer to the **Benefit exclusions section** of this document for more information on services not covered by this plan.

Mental health: eligible providers – Eligible mental health and chemical dependency providers. Samaritan Health Plans has contracted with a full panel of outpatient and inpatient mental health and chemical dependency providers, as well as those professional providers defined in the **Definition Section** of this document. Please see your Provider Directory for a list of in-network providers or call our Member Services Department for further information.

Mental health: prior authorization and review requirements – Samaritan Health Plans must prior authorize coverage of all inpatient and residential treatment. Only emergency admissions are covered without prior approval, and then Samaritan Health Plans must be notified within 48 hours, or as soon as reasonably possible.

This plan covers, but is not limited to the following mental health services:

- Assessment and evaluation in order to diagnose a mental disorder, or determine if a mental disorder exists,
- Treatment of mental illness or disorders which are subject to significant improvement through evidence-based therapeutics, and
- Treatment provided in healthcare facilities, residential programs or facilities, day or partial hospitalization programs, or outpatient services.
- Treatment provided at a Joint Commission Accreditation of Healthcare Organizations (JCAHO) accredited wilderness therapy program that has been licensed by the State of Oregon as residential treatment for mental health and addiction services.

Samaritan Health Plans covers services and treatment for those mental health and chemical dependency diagnosis as it is intended under the Mental Health Parity Act.

Multidisciplinary programs – are defined as, but not are not limited to pain management and child development and rehabilitation center (CDRC) programs. These programs do not require an authorization; however some services done as a result of treatment can require prior authorization. These services usually consist of a team of providers coordinating and working for the benefit of one member.

Specific services that are a part of the member's treatment plan can require authorization; for example, MRIs, hospitalizations, or genetic testing, and including all services on the authorization list. See **Prior authorization**. Services provided in coordination with a multidisciplinary program are covered by the type of service you receive. For example, physical therapy, outpatient procedures, specialist office visits, etc.

Nursery care – Routine nursery care of eligible newborns while the mother is hospitalized and eligible for maternity benefits under this plan are covered.

Nutritional therapy and/or counseling – Services of a Registered and Licensed Dietician for nutritional counseling for the treatment of celiac sprue, hyperlipidemia, eating disorders, obesity, or otherwise stated as medically necessary by a physician referral will be paid by type of service rendered. Registered and Licensed Dieticians are considered specialists.

Occupational therapy – Occupational therapist for occupational therapy is covered. Services must be prescribed by a licensed MD, DO, DDS, DMD, or DPM. The written prescription must include site, modality, duration, and frequency of treatment.

Orthotics medically necessary custom made or fitted foot orthotics. A licensed physician or podiatrist must prescribe the device.

Osteopathic manipulation – is covered. This service will be paid based on the type of provider who performs the service. Any accumulators or limits will apply if done by those service providers who provide services with accumulators or limits. For example, if this is billed by a Chiropractor the visit will be applied to the chiropractic limits.

Outpatient drugs – Outpatient drugs that are administered on an outpatient basis in a Hospital, Alternate Facility, Physician's office, or in a Covered Person's home. Benefits under this section are provided only for outpatient drugs which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional. Benefits under this section do not include medications that are typically available by prescription order or refill at a pharmacy.

Outpatient surgery – For approved medically necessary procedures that can be performed safely on an outpatient basis. Outpatient settings include hospital outpatient departments, ambulatory surgical facilities and clinics. Selected outpatient surgery procedures require prior authorization. See **Prior authorization section** of this Plan Document for details. Outpatient surgery may be subject to professional, and facility fees or copays.

Pain management – Services provided as a part of pain management treatment plan or done within a pain management clinic are covered by the type of service you receive. For example, physical therapy, outpatient procedures, mental health, specialist office visits, etc.

Pervasive developmental disorder – A neurological condition that includes Asperger's syndrome, autism, developmental delay, or developmental disability. This does not include educational delays in mathematics, reading, or any school development if provided through other means such as in a school setting.

Physical therapy – Services of a licensed physical therapist for physical therapy are covered. This service does not require a physician referral; members can self-refer.

Prescription drug benefits

In addition to the definitions found in the **Definitions section**, the following are definitions of some important terms used under this benefit:

Closed formulary – A method used by an insurer to provide prescription drug benefits in which only specified FDA approved prescription drug products are covered, as determined by the insurer, but in which medical exceptions are allowed. Maximum benefits or coverage can be limited to formulary drugs in a health benefit plan with a closed formulary.

Multi-source brand coverage – When a generic is available but the pharmacy dispenses the brand for any reason, member pays the difference between the brand and the generic plus the brand copay Dispense As Written (DAW) Penalty.

Pharmacist – An individual licensed to dispense prescription drugs and who must act within the scope of a valid license for benefits to be payable.

Pharmacy – An establishment which is registered as a pharmacy with the appropriate state licensing agency and in which prescription drugs are regularly compounded and dispensed by a pharmacist.

Prescription drugs – Drugs, biologicals, and compounded prescriptions approved by the FDA which can be dispensed only pursuant to a prescription order, and which by law must bear the Rx legend: “Caution-Federal law prohibits dispensing without a prescription;” or which are specifically designated by Samaritan Health Plans.

Prescription order – A written or verbal request for prescription drugs issued by a professional licensed provider.

Usual and customary charges – Charges that the claims administrator determines fall within a range of those most frequently made for prescription drugs and insulin.

Synchronization – Samaritan Health Plans allows early re-fills for members when they would like to fill and synchronize all of their medications at one time, this courtesy has some limitations. Please call the Member Services Department for more information at 541-768-4550 or 800-832-4580.

Step therapy – In some cases, the plan requires you to first try certain drugs to treat your medical condition before we will cover another drug for that condition.

Pharmacies – When you choose one of the Samaritan Health medical plans, you will automatically have prescription drug coverage. To take advantage of the prescription drug coverage, you must fill your prescription at a contracted pharmacy..

Preventive tier – This tier includes ACA preventive medications and includes generic drugs that are intended to control selected medical conditions that have been targeted by Samaritan Health Plans. The Therapeutic tier offers a \$0 co-pay for identified generic drugs, including metformin, glyburide, glipizide, simvastatin, lovastatin, lisinopril, and enalapril. Tobacco cessation and asthma medications are included as well as diabetic insulin, needles, and syringes

Your most cost effective option is to use generic drugs whenever available. Name brands are covered, but you most often will pay more for them. How much you pay depends on which tier a specific drug is categorized in. Samaritan Health Plans maintains the right to direct where your prescriptions and related services are provided.

Covered prescriptions must be medically necessary for diagnosis and/or treatment of an illness or injury. **Compound medications are covered with a prior authorization. We cover orally administered anticancer medications**

Prescription formulary – Medications listed in the formulary are subject to change. The presence of a medication in the formulary does not guarantee that you as a plan member will be prescribed that drug by your primary care physician or contracted provider for a particular medical condition. Medications can be subject to Prior Authorization. As new generics become available, the corresponding brand name drug will no longer be considered a preferred agent.

The level of prescription drug coverage is determined through a five-tier system. The tiers are as follows:

- **Tier 1 – Preventive Tier** offers a \$0 co-pay for identified ACA preventive medications. Tier 1 also includes a \$0 co-pay for nine generic drugs, including metformin, glyburide, glipizide, simvastatin, lovastatin, lisinopril, enalapril, atenolol and warfarin. Tobacco cessation and asthma medications are included. Zero (\$0) cost share for Diabetic administration of insulin includes, needles, and syringes.
- **Tier 2 – Preferred generic** drugs provide the same high quality medicinal and therapeutic benefit found in brand-name medications without the brand-name cost.
- **Tier 3 – Preferred** drugs, in most cases brand name drugs, provide high quality, effective and affordable prescription benefits to Samaritan Health Plans members. Preferred drugs are either more effective or equally effective, but less costly than other alternative medications not included on the preferred drug list. They are often the preferred agent in a class of medications that has many alternatives and will treat most health conditions.
- **Tier 4 – Non-preferred** drugs are available generically, and it is your choice to receive brand name rather than the therapeutic generic equivalent. If your medication is categorized as a Tier 4 medication and does not have an equivalent generic available, you may request a tier exception for your medication to be paid at Tier 3 as long as the medication is listed on the formulary and does not require a prior authorization.
- **Tier 5 – High-cost specialty medications** encompass specified medications. This category is subject to change, throughout the year, upon review by the Plans’ Pharmacy and Therapeutics Committee. You may be charged this coinsurance if the medication is received in another setting (for example, infusion

Please note: We will **only** cover medications up to a ninety (90) day supply, even when medications are needed for vacations, school or work for long periods of time.

To find out which Tier a specific drug is covered in or if there are any specific limits or authorization requirements, contact (541) 768-4550 or toll free 800-832-4580.

Prescription medication exception – You can ask us to make a medication exception to our coverage rules. This includes exceptions for:

- Covering your drug even if it is not on the formulary;
- Waiving coverage restrictions or limits on your drug;
- Providing a higher level of coverage for your drug. Please note, if we grant your request to cover a drug that is not on our formulary, you can't ask us to provide a higher level of coverage for that drug.

Prescription exceptions – Generally, we will only approve your request for an exception if the alternative drugs included on the plan's formulary or the low-tiered drug would not be as effective in treating your condition and/or would cause you to have adverse medical effects. In order to help us make a decision more quickly, you should include supporting medical information from your doctor when you submit your medication exception request.

If we approve your medication exception request, the approval time will be made on a case-by-case basis. We will continue to pay for the drug for the duration of the approval time, so long as your doctor continues to prescribe the drug for you and it continues to be safe and effective for treating your condition. If we deny your medication exception request, you can appeal our decision.

Allow for a 90-day transition period on selected non-formulary Mental Health and behavioral drugs. For more information contact (541) 768-4550 or toll free 800-832-4580 as this list is regularly updated as new medications and generics become available.

Prescription urgent and emergent drugs – Prescriptions purchased at other locations in urgent and emergent situations. If you utilize a non-Samaritan pharmacy during an urgent or emergent situation, this plan will cover prescription drugs received from that pharmacy. You or a family member must first pay the total cost of the prescription out-of-pocket and then submit the receipt and completed reimbursement claim form to the Claims Administrator for payment. Forms for submitting these claims are available at any SHS retail pharmacy and online at www.samhealthplans.org. We will cover one early refill of a prescription for eye drops to treat glaucoma under certain conditions.

Samaritan Health Plans will provide coverage for one early refill of prescription eye drops to treat glaucoma if all of the following criteria are met:

1. The refill is requested by an insured less than 30 days after the later of:
 - a. The date the original prescription was dispensed to the insured; or
 - b. The date that the last refill of the prescription was dispensed to the insured.
2. The prescriber indicates on the original prescription that a specific number of refills will be needed.
3. The refill does not exceed the number of refills that the prescriber indicated in number 2 above.
4. The prescription has not been refilled more than once during the 30-day period prior to the request for an early refill.

Each claim is reviewed by the Plan and evaluated to determine whether it qualifies for reimbursement based upon emergent-based usage. You will either be reimbursed as specified above or notified if the claim does not meet emergent-based usage.

Prescription out-of-pocket maximum – The maximum out-of-pocket cost on prescriptions, for your plan, can be found in your **Summary of Benefits and Coverage**.

Preventive care services

Preventive care services – As outlined by health care reform, most preventive care services do not require co-pays or cost sharing when received by an in network provider. Out-of-network services will have cost sharing applied. Health care reform preventative services requirements are developed through the guidelines provided by the US Preventative Task Force, Advisory Committee on Immunizations Practices of the Centers of Disease Control and Health Resources and Services Administration. Prior authorizations are *not* required for preventative benefits.

This plan allows for reasonable charges of a physician, physician assistant, nurse practitioner, or other covered medical provider (refer to **Definitions**) for preventative care services as medically appropriate.

If you have question(s) as to whether a service is preventative, please contact our Customer Care department at (541) -768-4550. You may also visit:

A and B list for preventive services: <http://www.uspreventiveservicestaskforce.org/uspstf/uspsabrecs.htm>

Women's preventive services: <http://www.hrsa.gov/womensguidelines/>

The schedules provided for this preventative benefit section below are only **Recommendations and do not represent a full list.**

Contraceptives – We provide coverage for the following FDA approved contraceptives at no cost to the member: oral contraceptives, sterilization procedures, and patient education and counseling for all women with reproductive capacity as prescribed by a provider.

PKU testing – We cover PKU testing to detect the presence of Phenylketonuria (PKU). This is recommended testing for newborns. If the test detects the presence of PKU, we cover the formulas determined to be medically necessary for the treatment of PKU. We cover necessary formulas for treatment under the DME benefit of this plan.

Preventive colorectal screenings – Services for colorectal cancer screening for any individual at high risk and as a part of the individual's routine preventive care is covered.

Those that are at high risk for colorectal cancer for the purpose of this plan are:

- Individuals who have a family history of colorectal cancer; or
- a prior occurrence of cancer or precursor neoplastic; polyps; or a prior occurrence of a chronic digestive disease condition such as inflammatory bowel disease, chronic disease, or ulcerative colitis.

Preventive gynecological exams – Routine pelvic exams and Pap smears are covered. The USPSTF recommends screening for cervical cancer in women ages 18 to 64 years with cytology (Pap smear) every 3 years or, for women ages 30 to 65 years who want to lengthen the screening interval, screening with a combination of cytology and human papillomavirus (HPV) testing every 5 years.

Preventive immunizations – Immunizations recommended by the Center of Disease Control and Prevention, if medically necessary are covered. Covered expenses **do not** include immunizations for the sole purpose of travel, school, work/ occupation, or residence in a foreign country. Human papilloma virus (HPV) vaccine for female beneficiaries of this plan is covered if medically necessary if determined by a physician. See **Benefit exclusions**.

Preventive prostate screening – Each calendar year for men age 50 and over or for those considered high risk.

Preventive routine physical exams – Routine physical exams can include related lab and radiology services, and bone density screening for patients considered at risk per Medicare guidelines.

Preventive screening mammograms – Clinical breast exams are covered. The USPSTF recommends screening mammography for women, with or without clinical breast examination, every 1 to 2 years for women age 40 years and older.

Preventive well child care – Is covered. Recommendations are for 12 well baby exams in the first 36 months of life, then annually after that.

Well baby care – Well-baby care covers physical examinations provided by a professional provider, including the standard in-hospital examination at birth, diagnostic X-rays, and laboratory services for an enrolled baby up to age 24 months.

Well child care – We cover routine periodic health appraisals, routine physical examinations, and physical examinations required for school and/or to participate in athletics. Handling fees are not covered.

We cover physical examinations and any related laboratory tests and X-ray examinations up to the following amounts:

- Age 2-6, one examination every benefit year.
- Age 7-17, one examination every two benefit years.

Preventive women's exams – We cover women's breast, pelvic, and Pap smear examinations once every benefit year. However, we cover more frequent examinations if they are medically necessary and the woman's health care provider recommends them. By breast examination, we mean a complete and thorough exam of the breast for women age 18, including but not limited to a clinical breast examination, performed by a health care provider to check for lumps and other changes for the purpose of early detection and prevention of breast cancer. Mammograms will be paid as medically necessary, determined by their provider

Any medically necessary follow up exams will be covered according to the general medical benefits of this plan and subject to any cost-sharing. We cover any covered expenses for laboratory, X-ray procedures, or mammography that accompany the examination according to the diagnostic X-rays and laboratory services. This plan permits a female enrollee to designate a women's healthcare provider as her PCP. These services are also covered, but not limited to:

- Gestational diabetes screening
- Domestic and interpersonal violence screening and counseling.
- FDA-approved contraceptive methods, and contraceptive education and counseling.
- Breastfeeding support, supplies, and counseling. Breast pumps and supplies are considered preventive only when rented.
- HPV DNA testing, for women 30 or older.
- Sexually transmitted infections counseling for sexually-active women.
- HIV screening and counseling for sexually active women.

Primary Care Provider (PCP) – services are covered.

Professional provider – Services of a professional provider are covered for diagnosis or medically necessary treatment of illness or injury, and for covered preventive. Not all professional services will assess the same co-payment. See your Summary of Benefits or call Samaritan Health Plans to determine cost-share. Services that CAN be considered professional include, but not limited to PCP office visit, specialist visit, care management services, education services, radiology and laboratory readings, professional surgeon services.

Care received from certain professional providers must meet specific criteria as described below.

- **Dentist** – (doctor of medical dentistry or doctor of dental surgery). This medical benefit covers treatment of accidental injury to natural teeth or fractured jaw rendered for an injury, or for surgery that does not involve repair, removal or replacement of teeth, gums or supporting tissue. The injury must be one that occurred while you were enrolled under this plan. Please see **Dental Hospitalization** for more information.
- **Oregon-registered Clinical Social Worker** – This plan covers services rendered upon the written referral of a physician, a physician's assistant, or psychologist.
- **RN or LPN** – This plan covers services rendered upon the written referral of a physician if nurses customarily bill those services to patients.
- **Therapists** – This plan covers services of registered physical, occupational, speech, or audiological therapists for rehabilitative services. We require that a physician write a referral for all but the physical therapist. Any medically necessary follow up exams will be covered according to the general medical benefits of this plan and subject to any co-payment.

Professional provider visits in the hospital – Covered expenses include professional provider visits to you during a covered hospital or skilled nursing facility stay. We do not cover separately, visits relating to surgery performed during a hospital stay because these visits are ordinarily included in the surgeon's fee. Covered expenses also include physician consultations with written reports during each hospital stay. We do not cover staff consultations required by hospital rules. These benefits apply only if you are eligible for hospital or skilled nursing facility benefits.

Radiology – Services provided by a physician, or prescribed by a physician and provided by a lab or radiology facility. Covered services include (but are not limited to) diagnostic and therapeutic services, fluoroscopy, x-rays, MRIs, CT scans, and electrocardiograms. Please see your Summary of Benefit Coverage for your cost-share description for these services; not all radiology services will have the same cost-share. Please ensure you are aware of your cost sharing for these benefits. **Some of these services will have different cost share based on what benefit they fall under.** For example, if they are preventive, they may not have a cost share to the member. They will have higher cost share than normal radiology services.

Routine foot care – Such as treatment for corns and calluses, toenail conditions, hypertrophy or hyperplasia of the skin and nails is not covered unless the patient has diabetes, peripheral vascular disease, or recurrent infections.

Skilled nursing facility (SNF) – Services of a skilled nursing facility are covered for up to 60 days per benefit year of extended care. Custodial care is not a covered benefit. (Limits do not apply for Mental Health and Chemical Dependency/Substance Abuse related services).

Sleep lab – Services are covered when done in a home setting or done in a hospital setting.

Smoking cessation – Samaritan Health Plans offers ways to help you stop using tobacco, including Nicotine Replacement Therapy (NRT) as well as various classes offered through Samaritan Health Services. For more information about this and other options, contact **Samaritan Health Plans at (541) 768-4550 or 1-800-832-4580**. If your doctor feels that you need a prescription to help you quit tobacco, Samaritan Health Plans will pay for Nicotine Replacement Therapy (NRT).

Tobacco use – Defined as use of tobacco on average four or more times per week within no longer than the past six months. This includes all tobacco products, except that tobacco use does not include religious or ceremonial use of tobacco. Further, tobacco use must be defined in terms of when a tobacco product was last used.

Specialist provider – Services that are provided by any provider who is not defined as a primary care provider. A primary care provider visit is defined as services provided by a Pediatrics, Family Medicine, and Internal Medicine or OB-GYN provider.

Specialized surgical and radiological services – The value base co-pay for these procedures and services are in addition to, potentially regular co-payment, or coinsurance as applicable.

The radiology tier is a cost group that requires plan members to pay a co-pay for each of the following diagnostic tests and imaging services:

- MRIs
- CT scans
- PET scans

The procedures tier is a cost group that requires plan members to pay a co-pay for each of the following procedures:

- Spine surgery for pain
- Arthroscopies
- Shoulder surgery for Osteoarthritis

Speech therapy - Services of a certified speech therapist are covered. Benefits are limited to speech delay in children, cleft palate, or to restore speech after brain trauma or stroke, or after injury to or removal of neoplasm from the larynx and for those with pervasive developmental disorders. Medically necessary and therapeutic services for the treatment and care for brain trauma or stroke are covered. **Limits do not apply for Mental Health and Chemical Dependency/Substance Abuse related services.**

Surgery - This plan covers surgery (operative and cutting procedures), including treatment of fractures, dislocations and burns, and includes the services of the primary surgeon, assistant surgeon, the anesthesiologist or certified anesthesiologist. It also covers surgical supplies such as sutures and sterile setups when surgery is performed in the physician's office. **Some planned procedures require a prior authorization; see the plan's authorization list section for a complete list. The following procedures require authorization (but are not limited to):**

- Neck and back surgery
- Uvulopalatopharyngoplasty

Telemedicine – We cover telemedicine services for diabetes. We cover telemedicine services via two-way video communication (face to face). Services include two-way communication. These services are covered to allow health professionals to interact with a patient, parent or guardian of a patient in connection with medically necessary diagnosis. Services are covered equal to those described in this contract.

Therapeutic abortion – An abortion induced when pregnancy constitutes a threat to the physical or mental health of the mother and/or the fetus. Therapeutic abortions are done because pregnancy would cause the mother hardship, endanger their life or health, or because prenatal testing has shown that the fetus will be born with severe abnormalities. Terminations of pregnancy for other reasons outside of this are not a covered benefit.

Transplant services – This plan covers medically necessary organ and tissue transplants. This plan also covers the medical and hospital expenses of the donor if the transplant recipient is insured by a Samaritan Health Plans large group option.

This plan covers the following medically necessary organ and tissue transplants:

- Kidney
- Kidney-Pancreas (under certain conditions)
- Pancreas
- Heart
- Heart-Lung

- Lung
- Liver
- Corneal (no authorization required)
- Bone marrow and peripheral blood stem cell
- Bone marrow for aplastic anemia
- Leukemia
- Lymphoma
- Severe combined immune-delivery disease or Wiskott-Aldrich Syndrome
- Pediatric bowel

This plan only covers transplant of human body organs and tissues. Transplants of artificial or animal organs and tissues are not covered. Immunosuppressive drugs associated with covered transplants are covered

For detailed transplant information, please contact Samaritan Health Plans at (541) 768-4550 or 1-800-832-4580.

Transplant payment – If a transplant is performed at an in-network provider facility, covered charges are paid in full less applicable co-pays, co-insurance and deductibles.

Transplant cost of facilities – If transplant services are available through a contractual agreement with an in-network facility but are performed at an out-of-network facility, this plan pays the lesser of 50% of the billed amount or \$100,000. The balance is your responsibility and does not accumulate toward this plan's out-of-pocket maximum. Services provided by out-of-network providers are paid according to the percentages shown on the **Summary of benefits** for out-of-network providers.

Corneal transplants are covered and do not require an authorization.

Tubal ligation and vasectomy procedures – Are covered

Urgent care services – Provided by a physician. Urgent care is the same cost share regardless of being in-network or out-of-network. If the urgent care department is considered out-of-network, all applicable costs and/or charges will go to the out-of-network deductible and/or out-of-pocket accumulators. See the **Definitions** for a description of urgent care services.

NOTE: See **Summary of Benefits and Coverage**. Co-pays can be different based on the Plan you are enrolled in.

Wellness benefits – Your plan includes the following wellness benefits:

- **Individual wellness assessment** – This assessment is not done prior to enrollment and is only done after you have been enrolled and have chosen a plan and in no way will affect your coverage. This assessment is used to help you determine your health risks.
- **Health risk screening** – This screening is not done prior to enrollment and is only done after you have been enrolled and have chosen a plan and in no way will affect your coverage. The screening can include lab work for cholesterol and glucose levels, weight, height, BMI and other measurements.
- **Personal health coaching** – Is available for you for services such as dietician services and personal trainer services.

Services described (MRI, CT scans, back and/or neck surgeries, inpatient hospital stays and PET scans) and potentially related services may require prior authorization, where appropriate. See the **Prior Authorization list**

Benefit exclusions

Some exclusions are described specifically under the benefit category sections in **Plan Benefits**.

Least costly setting for services

Covered services must be performed in the least costly setting where they can be provided safely. For example, if a procedure that can be done safely on an outpatient basis is done in a hospital inpatient setting, this plan will only pay what it would have paid for the procedure on an outpatient basis.

Excluded services

This plan covers only the services and conditions specifically identified in this Member Certificate. Unless a service or condition fits into one of the specific benefit definitions, it is excluded.

This plan does not cover the following surgeries and procedures:

- Any treatment or services provided by an alternative medicine provider are not covered under this plan, unless specified in this document.
- Cosmetic or reconstructive surgery except when medically necessary
- Abdominoplasty
- Treatment for infertility, including artificial insemination, in vitro fertilization, or GIFT procedures;
- Surgery to reverse voluntary sterilization;
- Routine foot care such as treatment for corns and calluses, toenail conditions, hypertrophy or hyperplasia of the skin and nails **unless, the patient has diabetes, peripheral vascular disease, or recurrent infections;**
- Surgical procedures that alter the refractive character of the eye, unless medically necessary
- Treatment to augment or reduce the upper or lower jaw, except when necessary;
- Temporomandibular joint (TMJ) or myofascial pain treatment, advice, or appliances;
- Services for dental implants, or improving placement of dentures
- Sex transformations are excluded when not medically necessary or when not related to a mental health condition.
- Sexual Dysfunction is excluded when not medically necessary or when not related to a mental health condition.
- Eye surgeries to improve vision such as, Lasik, unless medically necessary or when not related to a mental health condition
- Myeloablative high dose chemotherapy, except when the related transplant is covered
- Services, supplies, testing or treatment for sterility, infertility, impotency, frigidity, or sexual inadequacy, unless medically necessary or when not related to a mental health condition.
- Custodial care, including routine nursing care and rest cures and hospitalization for environmental change.

This plan does not cover the following drugs and medications

- Prescription drugs used primarily for weight control or obesity, regardless of the diagnosis (including, but not limited to, amphetamines).
- Non-prescription drugs: Drugs, which by law do not require a prescription order, except for insulin, and certain over-the-counter (OTC) drugs specifically covered by this Prescription Drug coverage. Those medications covered by the Plan considered OTC, require a written prescription from a physician to be covered under the plan. **Note:** You or your physician may submit a medication exception request for OTC medications not listed in the formulary.
- Immunizations or services in anticipation of exposure through travel or work
- Vitamins except those which by law require a prescription order, or are required by law to be covered by the plan
- Drugs with no proven therapeutic indication
- Drugs used for other than medically necessary indications.
- The following miscellaneous drugs are specifically excluded:
 - Rogaine
 - Yohimbine
- Drugs for which claims are submitted 12 months or more after the date of purchase

- Drugs or devices used for infertility.
- Drugs or devices used for impotence (e.g., Viagra, MUSE, Yohimbine, etc.) , unless medically necessary or as a result of a mental health diagnosis
- Drugs or devices used for cosmetic reasons (e.g., Propecia, Botox, Renova, etc.), unless medically necessary.

This plan does not cover the following medical equipment and devices:

- Eyeglasses or contact lenses (exclusion applies to adults only), vision therapy, orthoptics and visual appliances (colored lenses, prisms and special glasses) for reading, learning or behavioral disabilities or dyslexia.
- Routine supplies and equipment used for comfort, convenience, cosmetic purposes, or environmental control. This includes appliances like air conditioners, air filters, whirlpools, hot tubs, heat lamps, or tanning lights. It also includes personal items like telephones and televisions, and maintenance supplies or equipment commonly used for purposes other than medical care.

This plan does not cover the following mental health and chemical dependency services, unless medically necessary within the scope of the provider or as ordered by the court:

- Marital, family, career, or personal growth counseling, unless it is a part of an individual's treatment plan and billed specifically for the individual;
- Voluntary mutual support groups like Alcoholics Anonymous;
- Counseling in the absence of illness;
- Psychological testing that is not medically necessary; and
- Any mental health services unrelated to the treatment or diagnosis of a mental disorder.

This plan does not cover the following health related conditions, services, or supplies, unless medically necessary within the scope of the provider or as ordered by the court:

- Alternative medicine services such as chiropractic, acupuncture or massage or massage therapy.
- Homeopathic treatment
- Hypnosis
- Treatment that is not medically necessary for the treatment of an illness or injury
- Experimental or investigational.

Other services, supplies, and treatments this plan does not cover:

- Any charge over the Usual and Customary or Reasonable charge for services or supplies;
- Hospital, Skilled Nursing Facility or other facility services that began before the Covered Person's coverage began, including services and supplies;
- Treatment incurred prior to enrollment and coverage under this Plan, or after coverage terminates. The only exception is that if this plan is replaced by a group health policy while you are hospitalized, Samaritan Health Plans will continue paying covered hospital expenses until you are released or your benefits are exhausted, whichever occurs first;
- Services or supplies otherwise available (such services or supplies will be covered if otherwise required by law):
 - Services or supplies for which the covered person could receive partial or complete payment had the covered person applied under any city, county, state or federal law;
 - Services or supplies the covered person could have received in a hospital or program operated by a government agency or authority
- Services provided by an immediate family member, including parents, grandparents, spouse/domestic partner, siblings, children and grandchildren;
- Services or supplies for which no charge is made, or for which no charge is normally made in the absence of insurance;
- Services or supplies for which the Covered Person is not charged or cannot be held liable because of an agreement between the provider rendering the service and another third-party payer that has already paid for the service.
- Services or supplies with no charge, or which your employer would have paid for if you had applied;
- Charges that are the responsibility of a third party, such as worker's compensation insurance, personal injury protection insurance, motor vehicle liability insurance, or uninsured or underinsured motorists;
- Charges for services or supplies if you are not willing to release medical information to Samaritan Health Plans needs to determine eligibility for payment;

- Charges for travel or work related expenses, telephone consultations, missed appointments, get acquainted visits, completion of claim forms or completion of reports requested by the Claims Administrator in order to process claims;
- Care designed mainly to help with daily activities such as walking, getting out of bed, bathing, dressing, eating, and preparing meals; or
- Services and supplies not specifically described as benefits under this Plan.

Prior authorization

Coverage of certain medical services and surgical procedures requires Samaritan Health Plans' written authorization before the services are performed. Your provider can request prior authorization by phone, fax, or mail. If for any reason your provider will not or does not request prior authorization for you, you must contact the Plan yourself. In some cases, additional information or a second opinion can be required before authorizing coverage. **Prior authorization by Samaritan Health Plans is required for the following medical services and surgical procedures**

- Continuous Glucose Monitors (CGM) and CGM supplies
- Durable Medical Equipment (DME) including prosthesis, oxygen and oxygen supplies, with line item prices over \$1,000 in rental or purchase fees or rentals over (3) months.
- Procedures or services (for the following):
 - Bariatric surgery
 - Genetic testing except standard prenatal testing
 - Neck and back surgery (inpatient, outpatient and those done as in-office procedures)
 - Uvulopalatopharyngoplasty
- Hospitalization for dental procedures
- Inpatient hospital care*, including:
 - Exception of maternity delivery services
 - Exception: Labor & delivery
 - Exception: Newborn less than 5 days
- Potentially cosmetic, reconstructive and/or experimental surgery and services, including clinical trials.
- Radiological services (for the following):
 - Computer Axial Tomography (CAT) scans
 - Positron Emission Tomography (PET) scans
 - Magnetic Resonance Imaging (MRI)
 - Virtual Colonoscopy
 - Capsule Endoscopy
- Residential services for mental health and substance abuse/detoxification
- Skilled Nursing Facility (SNF) services
- Therapeutic abortions
- Transplants, except corneal (including evaluation)

Emergency Services will not require prior authorization in accordance with Patient Protection and Affordability Care Act. We request notification of any emergency admissions and observation stays, which are not previously described in this document, which exceed 48 hours in order to ensure that all of the member's care is appropriately coordinated.

Medically necessary services and medical supplies that are required for prevention, diagnosis or treatment of a health condition which encompasses physical or mental conditions, or injuries, and which are:

- Consistent with the symptoms of a health condition or treatment of a health condition;
- Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community, evidence-based medicine and professional standards of care as effective;
- Not solely for the convenience of member or a provider of the service or medical supplies; and
- The most cost effective of the alternative levels of medical services or medical supplies, which can be safely provided to member in the PCP's judgment.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

Samaritan Health Plans reserves the right to review or otherwise deny services that are not found to be medically necessary.

Prior authorization determination timeframes

Samaritan Health Plans will decide and notify you of your authorization determination in accordance with reasonable timeframes, as required by the State of Oregon.

Type of claim	Authorization determination
Pre-service requests	Within 2 business days

Claims Involving Prior Authorization (Pre-Service Claims)

For services that do not involve urgent medical conditions – Samaritan Health Plan will notify your provider or you of its decision within two business days after the Prior Authorization request is received. If additional information is needed to process the request, Samaritan Health Plan will notify the provider and the provider will have 45 days to submit the additional information. Within two days of receipt of the additional information, Samaritan Health Plan will complete its review and notify your provider or you of its decision. If the information is not received within 45 days, the request will be denied.

For services that involve urgent medical conditions – Samaritan Health Plan will notify your provider or you of its decision within 72 hours after the Prior Authorization request is received. If Samaritan Health Plan needs additional information to complete its review, it will notify the requesting provider or you within 24 hours after the request is received. The requesting provider or you will then have 48 hours to submit the additional information. Samaritan Health Plan will complete its review and notify the requesting provider or you of its decision by the earlier of (a) 48 hours after the additional information is received or, (b) if no additional information is provided, 48 hours after the additional information was due.

Except in the case of misrepresentation, prior authorization determinations shall be subject to the following requirements:

- Prior authorization determinations relating to benefit coverage and medical necessity shall be binding on the insurer if obtained no more than 30 days prior to the date the service is provided.
- Prior authorization determinations relating to enrollee eligibility shall be binding on the insurer if obtained no more than five business days prior to the date the service is provided.

Notification of determination

Notification of Samaritan's benefit determination will be communicated by letter, fax, or electronic transmission to the hospital, the provider, and the member. If time is a factor, notification will be made by telephone and followed up in writing.

Length of time determinations are valid

A preauthorization benefit determination relating to benefit coverage and medical necessity is valid for 90 calendar days. A preauthorization benefit determination relating to the member's eligibility is valid for five working days, unless Samaritan states a shorter period because of specific knowledge that the member's coverage will end within five days. These specified times are not binding on Samaritan Health Plans if there was misrepresentation on the part of the policyholder, member, or provider that was relevant to the preauthorization request.

Claims information

When a claim is submitted for payment every attempt will be made to process it promptly and accurately. **Claims must be submitted within one year, (365 days)**, of the time the covered person receives the service or supply to be eligible for payment.

Within 30 days of receipt of a clean claim, the claims administrator will process your claim. We will report this information to you on a form called an Explanation of Benefits. The Plan may pay claims, deny them, or accumulate them toward satisfying the Deductible (if applicable). If the claims administrator denies all or part of a claim, the reason or reasons for the action will be stated in the EOB. The explanation will also contain the following items:

- Reference to the relevant Plan provisions
- A description of any additional information that is needed and why such information is needed
- A statement of whether you must provide any additional information and why that information is necessary
- A statement that you can obtain, upon request, copies of information and documents relevant to your claim

If the covered person receives payment for a benefit that he or she is not eligible to receive, the Plan has the right to recover the payment from the covered person (including by reducing future claim payments) or anyone else who benefits from it. The covered person is has the right to appeal claims decisions that they do not agree with. **See Appeals and Grievances**

All claims should be submitted to Samaritan Health Plans at the following address:

Samaritan Health Plans
PO Box 1310
Corvallis, OR 97339

Explanation of benefits (EOB)

We will report to you the action we take on a claim on a form called an Explanation of Benefits. If we deny all or part of a claim, the reason for our action will be stated on the Explanation of Benefits. The EOB will also include instructions to file an appeal or grievance if you disagree with the action we have taken on your or your covered dependent's claim; when benefits are available; the cost of a service is incurred on the day the service is rendered and the cost of a supply is incurred on the day the supply is delivered to the patient. There are two exceptions to this rule. One is when you are in the hospital on the day coverage ends. In this case, we will continue to pay toward eligible charges for the hospitalization until discharge from the hospital or until your benefits have been exhausted, whichever comes first.

We have the sole right to decide whether to pay benefits to you, to the provider of services, or to you and the provider jointly. If a person entitled to receive payment under the policy has died, is a minor or is incompetent, we can pay the benefits (up to \$1,000) to a relative by blood or marriage of that person who we believe is equitably entitled to the payment. A payment made in good faith under this provision will fully discharge the Plan to the extent of the payment.

Claims Involving concurrent care decisions

If an ongoing course of treatment for you has been approved by Samaritan Health Plans and it then determines through its medical cost management procedures to reduce or terminate that course of treatment, you will be provided with advance notice of that decision. You may request a reconsideration of that decision by submitting an oral or written request at least 24 hours before the course of treatment is scheduled to end. Samaritan Health Plans will then notify you of its reconsideration decision within 24 hours after your request is received.

Member claim reimbursements

When the hospital bills you

You can be billed for inpatient care you or a dependent receives in an out-of-network hospital, and for outpatient care you receive in any hospital outside our service area that can be paid by the provisions of this plan. In order to request reimbursement according to your benefits for these charges, send a copy of the bill to us, and be sure it includes all of the following:

- The name of the covered person who was treated;
- Your name and your group and identification numbers;
- A description of the symptoms that were observed or a diagnosis; and
- A description of the services and the dates on which they were given.

If you have already paid for the services or supplies, please note that fact boldly on the billing and include a receipt. Reimbursement forms are available online or by calling our Member Services Department at 541-768-4550, toll-free at 1-800-832-4580; TTY 1-800-735-2900; Monday through Friday 8 a.m. to 5:00 p.m.

The same procedure should be followed with bills for hospital or physician care you received outside the United States—for Emergency services ONLY. Reimbursement will be made at the current rate of exchange at the time of service.

Physicians' charges

Your physician can bill charges directly to us. If not, you can send physician bills to us yourself. Be sure the physician uses his or her billing form and includes on the bill:

- the patient's name and the group and identification number;
- the date treatment was given;
- the diagnosis; and
- an itemized description of the services given and the charges for them

If you have already paid the services and supplies, please note that fact boldly on the billing and include a receipt.

If the treatment is for an accidental injury, include a statement explaining the dates, time, place, and circumstances of the accident when you send us the physician's bill.

Physician reimbursement

You are entitled to ask if Samaritan Health Plans has special financial arrangements with our physicians that can affect the use of referrals and other services. To get this information, call our Member Services Department and request information about our physician payment arrangements.

Filing a lawsuit

Any legal action arising out of this plan and filed against us by a covered person or any third party must be filed within three years.

Other health care charges

As we explained previously in the description of benefits, your Samaritan Health Plan Everyday Choices option will pay for certain other health care expenses. Bills should be forwarded to us as you receive them. You can send them to us at regular intervals, for example, once a month. Again, if you have already paid for the services and supplies, please note that fact boldly on the billing and include a copy of your receipt.

Prescription medication rebates

Samaritan Health Plans participates in arrangements with medication manufacturer's which allows us to receive rebates based on volume of certain prescription medication purchased on behalf of covered individuals

Any rebates that we receive from medication manufacturers will be used to help minimize future covered health care expenses for individual members and the health plan.

Appliances

By this term, we mean things such as artificial limbs, crutches, and wheelchairs. Bills for any of these items should include a complete description of the appliance and the reason it is needed. If your doctor wrote a prescription for the appliance, this should also be included with your claim. Always include your group and identification numbers and the patient's name.

Ambulance service

Bills for ambulance service must show where the patient was picked up and where he or she was taken. They should also show the date of service, the patient's name, group and member identification numbers. We will send our payment for covered expenses directly to the ambulance service provider.

Claim determinations

Within 30 days of our receipt of a clean claim, we will notify you of the action we have taken on it, adverse or not. However, this 30-day period can be extended by an additional 30 days in the following situations:

- When we cannot take action on the claim due to circumstances beyond our control, we will notify you within the initial 30 day period that the extension is necessary, including an explanation of why the extension is necessary and when we expect to act on the claim.
- When we cannot take action on the claim due to lack of information, we will notify you within the initial 30-day period that the extension is necessary, including a specific description of the additional information needed and an explanation of why it is needed. You must provide us with the requested information within 30 days of receiving the request for additional information. If we do not receive the requested information to process the claim within the 60 days we have allowed, we will deny the claim.

Time Frames for Processing Claims

If Samaritan Health Plans denies your claim we will send an EOB to you with an explanation of the denial within 30 days after we receive your claim. If we need additional time to process your claim for reasons beyond our control, we will send a notice of delay to you explaining those reasons within 30 days after we receive your claim. We will then complete our processing and send an EOB to you within 45 days after we receive your claim. If we need additional information from you to complete our processing of your claim, we will send you a separate request for information and you will have 45 days to submit the additional information. Once we receive the additional information from you we will complete our processing of the claim within 30 days.

Timely Submission of Claims

Payment of all claims will be made within the time limits required by OAR 836-080-0235, the Oregon Insurance Division's administrative rule setting standards for prompt payment.

Please send all claims to:

Samaritan Health Plans
P.O. Box 887
Corvallis, OR 97339-0336

Claims Involving Concurrent Care Decisions

If an ongoing course of treatment for you has been approved by Samaritan Health Plans and it then determines through its medical cost management procedures to reduce or terminate that course of treatment, you will be provided with advance notice of that decision. You may request a reconsideration of that decision by submitting an oral or written request at least 24 hours before the course of treatment is scheduled to end. Samaritan Health Plans will then notify you of its reconsideration decision within 24 hours after your request is received.

Motor vehicle coverage

In addition to liability insurance, most motor vehicle insurance policies are required by law to provide primary medical payments insurance and uncovered motorist insurance. Many motor vehicle policies also provide underinsurance coverage. Benefits for health care expenses are excluded under this policy to the extent that you or your covered dependent is able to or is entitled to recover from any type of motor vehicle insurance coverage.

Here are some rules, which apply with regard to motor vehicle insurance coverage:

- If a claim for health care expenses arising out of a motor vehicle accident is filed with us and motor vehicle insurance has not yet paid, we can advance benefits as long as you or your covered dependent agrees in writing:
 - to give information about any motor vehicle insurance coverage which can be available to you or your covered dependent; and
 - to hold the proceeds of any recovery from motor vehicle insurance in trust for us and reimburse us as provided in the following paragraphs.
- If we have paid benefits before motor vehicle insurance has paid, we are entitled to have the amount of the benefit we have paid separated from any subsequent motor vehicle insurance recovery or payment made to or on behalf of you or your covered dependent held in trust for us. This is true whether such recovery or payment is from primary medical payments coverage, uninsured motorist coverage or underinsured motorist coverage.
- If you or your covered dependent incurs health care expenses for treatment of an illness or injury arising out of a motor vehicle accident after receiving a recovery from uninsured or underinsured motor vehicle coverage, we will exclude

benefits for otherwise eligible charges until the total amount of health care expenses incurred after the recovery exceed the Net Recovery Amount (as defined in the “Third Party Liability” provision).

- You or your covered dependent who was involved in a motor vehicle accident can have rights both under motor vehicle insurance coverage and against a third party who can be responsible for the accident. In that case, both this provision and the “Third Party Liability” provision apply.

Third-party liability and right of subrogation

This provision applies when you or a covered dependent incurs health care expenses in connection with an illness or injury for which one or more third parties can be responsible. In that situation, benefits for such expenses are excluded under this policy to the extent you or your covered dependent receives a recovery from or on behalf of the responsible third party.

Here are some rules, which apply in these third-party liability situations:

- If a claim for health care cost is filed with us and you have not yet received recovery from the responsible person, we can advance benefits for covered expenses if you or your covered dependent agrees to hold, or directs you or your covered dependent attorney or other representative to hold, the recovery against the other party in trust for us up to the amount of benefits we paid in connection with the illness or injury. We will require that you or your covered dependent sign and deliver to us an agreement (called a trust agreement) guaranteeing our rights under this provision before we advance any benefits.
- If we pay benefits, we will be entitled to have the amount of the benefits we have paid separated from the proceeds of any recovery you or your covered dependent receives from or on behalf of the third party and held in trust for payment to us.
- We are entitled to the amount of benefits we have paid in connection with the illness or injury, regardless of whether you or your covered dependent has been made whole, from the proceeds of any settlement, arbitration award, or judgment that results in a recovery for you or your covered dependent, the third party’s insurer, or any other insurance recovery. This is so regardless of whether: the third party or the third party’s insurer admits liability; - the health care expenses are itemized or expressly excluded in the third-party recovery; or the recovery includes any amount (in whole or in part) for services, supplies, or accommodations covered under the policy. The amount to be in trust shall be calculated based upon claims that are incurred on or before the date of settlement or judgment, unless agreed to otherwise by the parties.
- If you make a recovery and fail to hold in trust for us the amount of paid benefits and to pay us that amount as required by this Third Party Liability (TPL) provision, we can limit future treatment or future medical benefits for the defined injury up to the amount of benefits we paid for the illness or injury caused by the third party. Not all TPL claims will go to subrogation. Samaritan Health Plans follows rules on Third Party Liability and subrogation to the full intent of the law.
- As long as you or your covered dependent has signed a trust agreement, we will allow a deduction of a proportionate share of the reasonable expenses of getting a recovery, such as attorney fees and court expenses from the amount to be reimbursed to us.
- If you or your dependent incurs health care expenses for treatment of the illness or injury after recovery, we will exclude benefits for otherwise eligible charges until the total amount of health care expenses incurred after the recovery exceeds the net recovery amount.

The term “net recovery amount” is calculated as follows:

the amount of recovery; plus

the amount you or your covered dependent recovered from any other source such as other insurance as a result of the illness or injury;

Minus

the difference between the total amount of third-party related health expenses incurred prior to the recovery and the benefits we paid before the recovery toward such cost;

Minus

the amount you or your covered dependent reimbursed to us out of the recovery for benefits we paid before the recovery;

Minus

the total expenses paid by you or your covered dependent or on your or your covered dependent’s behalf in getting the recovery such as reasonable attorney fees and court expenses;

Shall equal

the “net recovery amount.”

This provision applies if you or your covered dependent has made or is entitled to make a claim for workers’ compensation. Benefits for treatment of an illness or injury arising out of or in the course of employment or self-employment for wages or profit are subject to review for proper adjudication. Services can be subject to additional recovery. The only exception would be if you or your covered dependent is exempt from state or federal workers’ compensation law.

Here are some rules, which apply in situations where a workers’ compensation claim has been filed:

- You must notify us in writing within 5 days of filing a workers’ compensation claim.
- If the entity providing workers’ compensation coverage denies your claims and you have filed an appeal, we may advance benefits if you or your covered dependent agrees in writing to hold any recovery you or your dependent obtains from the entity providing workers’ compensation coverage in trust for us according to the Third-Party Liability provision.

Medicare

In certain situations, this plan is primary to Medicare. This Medicare and this policy at the same time, we pay benefits for eligible charges first and Medicare pays second. Those situations are:

- When you or your spouse is age 65 or over and by law Medicare is secondary to your employer group health plan.
- When you or your covered dependent incurs eligible charges for kidney transplant or kidney dialysis and by law Medicare is secondary to your employer group health plan; and
- When you or your covered dependent is entitled to benefits under section 226(b) of the social Security Act (Medicare disability) and by law Medicare is secondary to your employer group health plan.

In all other instances, we will not pay benefits toward any part of a covered cost to the extent the covered cost is actually paid under Medicare Part B had you or your covered dependent properly applied for benefits. Furthermore, when we are paying secondary to Medicare we will cover member incurred services..

Coordination of benefits

Coordination of this group contract’s benefits with other benefits

This Coordination of Benefits (COB) section applies when a Member has health care coverage under more than one Plan. The term “Plan” is defined below for the purposes of this COB section. The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary plan. The Primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan can cover some expenses. The Plan that pays after the Primary plan is the Secondary plan. The Secondary plan can reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total allowable cost.

Definitions relating to coordination of benefits

Plan – Plan means any of the following that provides benefits or services for medical, vision or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

Plan includes:

group insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of group long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.

Plan does not include:

hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; school accident type coverage; benefits for non-medical components of group long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage listed is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This plan

This plan means, as used in this COB section, the part of this contract to which this COB section applies and which can be reduced because of the benefits of other plans. Any other part of this contract providing health care benefits is separate from this plan. A contract can apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits. The order of benefit determination rules listed on page 51 determine whether this plan is a Primary plan or Secondary plan when a member has health care coverage under more than one plan.

When this plan is primary, we determine payment for our benefits first before those of any other Plan without considering any other Plan's benefits. When this plan is secondary, we determine our benefits after those of another Plan and may reduce the benefits we pay so that all Plan benefits do not exceed 100% of the total Allowable cost.

Allowable cost

Allowable cost means a health care cost, including deductibles, co-insurance and co-payments, that is covered at least in part by any Plan covering a Member. When a Plan provides benefits in the form of services, the reasonable cash value of each Service will be considered an Allowable cost and a benefit paid. A cost that is not covered by any Plan covering a Member is not an Allowable cost. In addition, any cost that a provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable cost.

The following are examples of expenses that are NOT Allowable expenses:

- The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable cost, unless one of the Plans provides coverage for private hospital room expenses.
- If you are covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable cost.
- If you are covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable cost.
- If you are covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary plan's payment arrangement shall be the Allowable cost for all plans. However, if the provider has contracted with the Secondary plan to provide the benefit or Service for a specific negotiated fee or payment amount that is different than the Primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable cost used by the Secondary plan to determine its benefits.
- The amount of any benefit reduction by the Primary plan because you have failed to comply with the plan provisions is not an Allowable cost. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and in-network provider arrangements.

Closed panel plan

A closed panel plan is a Plan that provides health care benefits to members primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency. Samaritan Employer Group Benefit Plans are not closed panel provider plans.

Custodial parent

A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Dependent child resides more than one half of the benefit year excluding any temporary visitation.

Order of benefit determination rules

When a member is covered by two or more plans, the rules for determining the order of benefit payments are as follows:

- The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of any other plan. Except as provided below, a plan that does not contain a COB provision that is consistent with the State of Oregon's COB regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the plan provided by the

contract holder. Examples of these types of situations are major medical coverage that are superimposed over base plan hospital and surgical benefits, and insurance type coverage that are written in connection with a Closed panel plan to provide out-of-network benefits.

A plan can consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.

Each Plan determines its order of benefits using the first of the following rules that apply:

Non-dependent or dependent

The plan that covers a member other than as a Dependent, for example as an employee, Subscriber or retiree is the Primary plan and the plan that covers the member as a Dependent is the Secondary plan. However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a Dependent; and primary to the plan covering the member as other than a Dependent (e.g. a retired employee); then the order of benefits between the two plans is reversed so that the plan covering the member as an employee, subscriber or retiree is the Secondary plan and the other plan is the Primary plan.

Dependent child covered under more than one plan - Unless there is a court decree stating otherwise, when a member is a dependent child and is covered by more than one plan the order of benefits is determined as follows:

(A) For a dependent child whose parents are married or are living together, whether or not they have ever been married:

- (i). The plan of the parent whose birthday falls earlier in the calendar year is the primary plan; or
- (ii). If both parents have the same birthday, the plan that has covered the parent the longest is the Primary plan.

(B) For a dependent child whose parents are divorced or separated or are not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's plan is the Primary plan. This subparagraph does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision;

(ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of paragraph (A) of this subsection determines the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of paragraph (A) of this subsection determines the order of benefits; or

(iv) If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- (I) The plan covering the custodial parent;
- (II) The plan covering the custodial parent's spouse;
- (III) The plan covering the non-custodial parent; and then
- (IV) The plan covering the non-custodial parent's spouse

(C) For a Dependent child covered under more than one plan of individuals who are not the parents of the Dependent child, the provisions of Subparagraph (A) or (B) above shall determine the order of benefits as if those individuals were the parents of the Dependent child.

Active employee or retired or laid-off employee

The plan that covers a member as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The plan covering that same member as a retired or laid-off employee is the Secondary plan. The same would hold true if a member is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored.

COBRA or state continuation coverage

If a member whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the member as an employee, subscriber or retiree or covering the member as a Dependent of an employee, Subscriber or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored.

Longer or shorter length of coverage

The plan that covered the member as an employee, Subscriber or retiree longer is the Primary plan and the Plan that covered the member the shorter period of time is the Secondary plan.

If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the plans meeting the definition of Plan. In addition, this plan will not pay more than we would have paid had we been the Primary plan.

Effect on the benefits of this plan

When this plan is secondary, we may reduce our benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable expenses. In determining the amount to be paid for any claim, the Secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable cost under its plan that is unpaid by the Primary plan. The Secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all plans for the claim do not exceed the total Allowable cost for that claim. In addition, the Secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a member is enrolled in two or more Closed panel plans and if, for any reason, including the provision of services by a non-panel provider, benefits are not payable by one Closed panel plan, COB shall not apply between that plan and other Closed panel plans.

Right to receive and release needed information

Certain facts about health care coverage and services are needed to apply this COB section and to determine benefits payable under this plan and other plans. We can get the facts we need from, or give them to, other organizations or persons for the purpose of applying this section and determining benefits payable under this plan and other plans covering a member claiming benefits. We need not tell, or get the consent of, any person to do this. Each member claiming benefits under this plan must give us any facts we need to apply this section and determine benefits payable.

Facility of payment

A payment made under another plan can include an amount that should have been paid under this plan. If it does, we can pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of recovery

If the amount of the payments made by us is more than we should have paid under this COB section, we can recover the excess from one or more of the persons we have paid or for whom we have paid; or any other person or organization that can be responsible for the benefits or services provided for the member. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Workers' Compensation

We are required to provide coverage for claims for covered services denied or not yet adjudicated by the workers' compensation carrier.

Other claims recoveries

If we mistakenly make a payment for you or your covered dependent to which you or your covered dependent is not entitled, or if we pay a person who is not eligible for payments at all, we have the right to recover the payment from the person we paid or anyone else who benefits from it, including a provider of services. Our right to recovery includes the right to deduct the amount

paid by mistake from future benefits we would provide for you or any of your covered dependents even if the mistaken payment was not made on that person's behalf.

We regularly engage in activities to identify and recover claims payments, which should not have been paid (for example, claims which are the responsibility of another, duplicates, errors, fraudulent claims, etc.). We will credit to your group's experience or the experience of the pool under which your group is rated all amounts that we recover, less our reasonable expenses in getting the recoveries.

If you have questions please contact our Member Services Department

Member Services Department

541-768-4550,

toll-free at 1-800-832-4580;

TTY 1-800-735-2900;

Monday through Friday 8 a.m. to 8 p.m.

Member grievances and appeals process

Authorized representative

You or someone you name to act on your behalf (Authorized Representative) may file a verbal or a written grievance and/ or appeal in writing with Samaritan Health Plan. Your Authorized Representative can be a relative, friend, advocate, attorney, doctor, or someone else who is already authorized under State law. You or your authorized representative may, at any time, have the right to submit additional comments and records as it pertains to your appeal.

NOTE: in order for the Plan to process a request received from your Authorized Representative, we must have proof of such designation; such as, a signed representative form; other appropriate legal papers supporting an authorized representative's status or a Durable Power of Attorney document.

The Plan has an Authorized Representative form that you can request by calling our Member Services Department at (541) 768-4550 or toll free at 1-800-832-4580 or TTY/TTD 1-800-735-2900. Or email to SHPOAppealsTeam@samhealth.org

First step—filing a grievance

Adverse benefit determination means an insurer's denial, reduction or termination of health care items or services, or an insurer's failure or refusal to provide or to make a payment in whole or in part for a health care item or service, that is based on the insurers:

1. Denial of eligibility for or termination of enrollment in a health benefit plan;
2. Rescission or cancellation of a policy or certificate;
3. Imposition of a preexisting condition exclusion, source-of-injury exclusion, network exclusion, annual benefit limit or other limitation on otherwise covered items or services;
4. Determination that a health care item or service is experimental, investigational or not medically necessary, effective or appropriate; or
5. Determination that a course or plan of treatment that an enrollee is undergoing is an active course of treatment for purposes of continuity of care

Grievance means a verbal or written complaint regarding:

- Availability, delivery or quality of health care services, including a complaint regarding an adverse determination based on the decision of the plan through a prior authorization; or
- Claims payment, handling or reimbursement for health care services; or
- Matters pertaining to the contractual relationship between the member and the plan.

The first step is filing a grievance (complaint). You or someone you name to act on your behalf (Authorized Representative) may file a grievance, verbally or in writing. Your Authorized Representative can be a relative, friend, advocate, attorney, doctor, or someone else who is already authorized under State law. (If you want someone to act on your behalf, you can request an Authorized Representative form by calling our Member Services Department at (541) 768-4550 or toll free 1-800-832-4580 or TTY/TTD 1-800-735-2900). **Or email to SHPOAppealsTeam@samhealth.org**

Within five business days of receiving a grievance, we will send you or your Authorized Representative an acknowledgment letter. If the grievance cannot be resolved within five business days, we will notify you in writing that additional time is required. You or your Authorized Representative will then receive a written decision within 30 days from your initial call or letter.

Second step—filing a level 1 appeal

If you remain dissatisfied after the initial grievance decision, you or your Authorized Representative have the right to file a Level 1 appeal. The appeal request must be: 1) in writing, 2) be signed, 3) include the appeal reason; and 4) be received by us within 180 days of the denial or other action giving rise to the grievance. You may use an Appeal Request Form to provide this information. Within five business days of receiving the appeal, we will send you or your Authorized Representative an acknowledgment letter.

You or your Authorized Representative have the right to appear in person to talk about your appeal. The Level 1 appeal decision will be determined by an appropriate healthcare professional not previously involved in your case. You or your Authorized Representative will receive a written decision within 15 days pre-service and 30 days post-service of our receiving your appeal request.

Please Note: If you, your Authorized Representative or your treating provider believes that the request to appeal is urgent; meaning, a review decision made within the standard timeframe of 15 days could seriously jeopardize your life or health or your ability to regain maximum function, your appeal will be processed in an expedited manner (72 hours of our receiving the appeal).

For urgent appeals:

- **your treating provider may act as your Authorized Representative without a signed Authorized Representative form; and**
- **you, your Authorized Representative or your treating provider may request a simultaneous expedited External Review.**

For more information, please refer to the section labeled Expedited Appeal Process.

Third step—filing a level 2 appeal

If you remain dissatisfied after the Level 1 appeal decision, you or your Authorized Representative have the right to file a Level 2 appeal by writing to us within 180 days of the Level 1 appeal decision. Within five business days of receiving the appeal, we will send you or your Authorized Representative an acknowledgment letter. You or your Authorized Representative have the right to appear in person to talk about your appeal. The Level 2 appeal decision will be determined by an appropriate healthcare professional not previously involved in your case. You or your Authorized Representative will receive a written decision within 15 days pre-service and 30 days post-service of our receiving your Level 2 appeal. This is the final internal level of appeal; however, you may qualify for External Review which is described in the next section.

External review

External Review decisions are made by Independent Review Organizations (IRO) that are not associated with Samaritan Health Services. Your appeal will be randomly assigned to an IRO by the Oregon Insurance Division (OID).

Your appeal may qualify for an External Review (at no cost to you) if:

- the Plan does not adhere to the rules and guidelines of the process defined for the internal review;
OR
- internal appeal Levels 1 and 2 have been completed; and, the reason for the Level 2 adverse decision was:
 - based on medical necessity; or
 - for treatment determined to be experimental or investigational; or
 - an active course of treatment for the purpose of continuity of care (no interruption of an active course of treatment)
OR
 - you and the Plan have mutually agreed to waive the internal appeals requirement.

We must receive your written request for an External Review within 180 days of the Level 2 adverse decision. The Plan must notify the division of an enrollee's request for external review no later than the second (2) business day after receipt of the request.

Please Note: When you send a request for External Review, you or your Authorized Representative must submit a signed a waiver granting the IRO access to your medical records pertaining to the adverse decision. You can request the waiver form from the Plan.

If your request meets the definition of urgent as defined by law, you or your Authorized Representative may request an expedited External Review. For more information, please refer to the section labeled Expedited Appeal Process.

To apply for an External Review you must send your written request or the Appeal Request Form to us at the following address:

Samaritan Health Plans - Appeals
P.O. Box 1310
Corvallis, Oregon 97330

Or email to SHPOAppealsTeam@samhealth.org

Once the OID has notified the Plan of the assigned IRO, we will submit your External Review request to the IRO within 5 business days. When you are notified by the IRO that your request for External Review has been received, you will have 5 business days to submit additional information about your appeal.

The IRO will return a written decision to you or your Authorized Representative and to the Plan within the following timeframes:

- Expedited External Review - 72 hours after receipt of the request
- Standard External Review - 30 days after receipt of the request

IRO decisions are final and we are bound by their decisions. If you want more information regarding External Review, please contact our Member Services Department at 541-768-4550; toll-free at 800-832-4580 or TTY 1-800-735-2900.

Expedited appeal process

If you believe your appeal is urgent, you, your Authorized Representative or your treating provider, may request an Expedited appeal. If the appeal request meets the definition of urgent under the law; which means, a decision made within the standard timeframe of 15 days could seriously jeopardize your life or health or your ability to regain maximum function, the appeal will be processed in an expedited manner (within 72 hours of our receiving the appeal request). If the appeal does not meet the definition of urgent, you will be notified immediately and the appeal will then be processed within the standard timeframe.

The Expedited appeal request must:

- be filed verbally or in writing within 180 days after you receive notice of the initial written pre-service denial; and
- state the reason for the appeal request; and
- state the reason an expedited decision is needed; and
- include supporting documentation necessary to make a decision.

When applicable, if you are simultaneously requesting an expedited External Review in addition to an expedited internal review, a signed waiver granting the IRO access to your medical records pertaining to the adverse decision must be included.

The internal Expedited review decision will be determined by an appropriate healthcare professional not previously involved in your case. A verbal notice of the decision will be provided to you, your Authorized Representative and your treating provider as soon as possible but no later seventy-two (72) hours of our receiving the appeal. A written notice will be mailed within one working day following the verbal notification. If you have requested a simultaneous expedited External Review, the plan will also forward your appeal to DCBS assigning an IRO. Once the IRO has made a decision, Samaritan Health Plans is obligated to follow and honor the decision that was made by the IRO, regardless of the decision or opinions made by Samaritan Health Plans. **If Samaritan Health Plans does not honor the decision made by the IRO, you or your authorized representative has the right to sue.**

To apply for an Expedited review by an IRO:

Send your written request, or the Appeal Request Form, to:

Samaritan Health Plans- Appeals
P.O. Box 1310
Corvallis, Oregon 97330

Or call our Member Services Department:

(541) 768-4550, toll free 800-832-4580 or TTY 1-800-735-2900.

Or email to SHPOAppealsTeam@samhealth.org

Appeal timeframes

Samaritan Health Plans has the following timeframes for making internal review decisions on appeals:

- 24 hour notice to DCBS, when an enrollee requests and external review
- 72 hours for expedited pre-service appeals
- 15 days for standard pre-service appeals
- 30 days for post-service appeals

To obtain an Appeal Request form or a waiver granting IRO access to your medical records visit www.samhealthplans.org or call our Member Services Department Samaritan Health Plan at (541) 768-4550, toll free 800-832-4580 or TTY 1-800-735-2900.

Your appeal rights

You have the right to:

- file a grievance about and/or appeal any decision we make regarding availability, delivery or quality of health care services, or an adverse determination based on the decision of the Plan through a prior authorization, claims payment, handling or reimbursement for healthcare services or matters pertaining to the contractual relationship between the member and the Plan.
- appoint someone to act as your Authorized Representative when filing a grievance or appeal, such as a relative, friend, treating physician, advocate, attorney, or someone else who has been legally appointed.
- contact us when you:
 - do not understand the reason for the denial;
 - do not understand why the health care service or treatment was not fully covered;
 - do not understand why a request for coverage of a health care service or treatment was not approved;
 - cannot find the applicable provision in your Benefit Plan Document;
 - want a copy (free of charge) of the guideline, criteria or clinical rationale that we used to make our decision.
- request within 180 days of the denial, or other action giving rise to the grievance or appeal, a 1st Level of Internal Appeal.
- continued coverage of an approved and ongoing course of treatment pending the conclusion of the internal appeal process.
- request within 180 days of the 1st Level of internal appeal denial, a 2nd Level of Internal Appeal.
- a full and fair internal review of your appeal by healthcare professionals associated with us, but who were not involved in the action being appealed
- provide us with additional information that relates to your appeal.
- appear in person to talk about your internal levels of appeal.
- an internal review decision within 15 days for pre-service appeals, 30 days for post-service appeals and 72 hours for an expedited appeal.
- Request a copy of the information in your appeal (free of charge) regardless if it was used to make the decision.
- **file an External Review** (at no cost to you) within 180 days if applicable.
- an External Review decision within 30 days of the IRO receiving your standard request and 72 hours for an expedited request.
- send additional information, in writing, directly to the IRO.
- an Expedited Review if you, your Authorized Representative or your treating provider believes that waiting the standard 15 day timeframe would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function if treatment is delayed.
- a simultaneous Expedited Internal and External Review, if applicable.
- information about our grievance and appeal processes. Contact our Member Services Department at 541-768-4550; toll-free at 1-800-832-4580; TTY 1-800-735-2900; or you can write to the following address:

Samaritan Health Plans Appeal Team
2300 NW Walnut Boulevard Corvallis, OR 97339

Or email to SHPOAppealsTeam@samhealth.org

- to pursue civil action in accordance to 502(a) of the Employee Retirement Income Security Act of 1974 after you have exhausted your internal levels of appeal on an adverse benefit determination.
- Other dispute options, such as mediation. One way to find out what may be available is to contact your state Insurance Commissioner.

You have the right to file a complaint or seek other assistance from the Oregon Division of **Financial Regulation**. Assistance is available by

By calling (503) 947-7984 or the toll free message line at (888) 877-4894;

By electronic mail at: cp.ins@state.or.us;

By writing Oregon Division of Financial Regulation,
Consumer Advocacy Unit at:
PO Box 14480; Salem, OR 97309-0405

Consumer Advocacy website <http://www.oregon.gov/DCBS/insurance/gethelp/Pages/fileacomplaint.aspx>

For information about our grievance and appeal processes:

Samaritan Health Plans Customer Care Department

Call:

(541) 768-4550;
Toll-free at 1-800-832-4580;
TTY 1-800-735-2900; or

Write to:

Samaritan Health Plans– Appeals Team
P.O. Box 1310
Corvallis, Oregon 97330

Or email to SHPOAppealsTeam@samhealth.org

The following information may be available from the Department of Consumer and Business Services:

- Annual summary of grievance and appeals
- Annual summary of utilization review policies
- Annual summary of quality assessment activities
- Results of all publically available accreditations surveys
- Annual summary of the insurer's health promotion and diseases prevention activities
- Annual summary of scope of network and accessibility of services

HIPAA privacy notice

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires that health plans protect the confidentiality of your private health information (PHI). A complete description of your rights under HIPAA can be found in the Plan's privacy notice, which was distributed to you upon enrollment and is available from the benefits manager.

This Plan, and the Plan Sponsor, will not use or further disclose information that is protected by HIPAA ("protected health information") except as necessary for treatment, payment, health plan operations and plan administration, or as permitted or required by law. By law, the Plan has required all of its business associates to also observe HIPAA's privacy rules. In particular, the Plan will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated.

This Plan maintains a privacy notice, which provides a complete description of your rights under HIPAA's privacy rules. For a copy of the notice, if you have questions about the privacy of your health information, or if you wish to file a complaint under HIPAA, please contact:

Member Services Department

541-768-4550,
toll-free at 1-800-832-4580;
TTY 1-800-735-2900;
Monday through Friday 8 a.m. to 8 p.m.

Who will follow this notice

This notice describes the use and disclosure of your medical information by Samaritan Health Plan Operations (SHPO), which includes:

- InterCommunity Health Network Coordinated Care Organization (IHN-CCO)
- Samaritan Advantage Health Plan (SAHP)
- Samaritan Choice Plans
- Samaritan Employer Group Plans

Our pledge regarding medical information

We understand that your health and medical information is personal, and we are committed to protecting your medical information.

This notice describes the ways in which we may use and disclose medical information about you. We also describe your rights and the obligations we have regarding the use and disclosure of your medical information.

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Give you this notice of our legal duties and privacy practices with respect to medical information about you; and
- Follow the terms of the notice that is currently in effect.

How we may use and disclose medical information about you

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For treatment

We may use and disclose medical information about you for treatment activities. We may disclose medical information about you to doctors, nurses, technicians, medical and paramedical students, or other personnel who are involved in taking care of you. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. Different departments share medical information about you in order to coordinate the different things you need, such as prescriptions and medical supplies or services. We also may disclose medical information about you to those who may be involved in your medical care after you leave the hospital; such as family members, clergy, or others who provide services that are part of your care.

For payment

We may use and disclose medical information about you for payment activities. For example, we may need to receive information about surgery you received at the hospital, so that we can submit payment to the provider. We may also receive information about a treatment that you are going to receive so that we can authorize prior approval or to determine whether we will cover the treatment.

For health care operations

We may use and disclose medical information about you for operations. These uses and disclosures are necessary to run the managed care office and for us to make sure that all of our members receive quality care. For example, we may use medical information to review your treatment and services and to evaluate the performance of staff caring for you. We may also combine the medical information we have with medical information from other offices to compare how we are doing and to ascertain where we can make improvements in the care and services we offer. We may remove information that identifies you from this set of medical information, so that others may use it to study health care and health care delivery without learning who the specific patients are.

Treatment alternatives

We may use and disclose medical information so that we can recommend possible treatment options, or alternatives that may be of interest to you.

Health-related benefits and services

We may use and disclose medical information to tell you about health related benefits or services that may be of interest to you.

Individuals involved in your care or payment for your care

We may release medical information about you to a friend or family member who is involved in your medical care. We may also give information to someone who helps pay for your care. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. You do have the right to object to the sharing of this information.

Research

Under certain circumstances, we may use and disclose medical information about you for research purposes. For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who receive another for the same condition. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information. The process balances the research needs with the patients' need for privacy of their medical information. Before we use or disclose medical information for research, the project will have been approved through this research approval process. We will almost always ask for your specific permission if the researcher will have access to your name, address, or other information that reveals who you are.

As required by law

We will disclose medical information about you when required to do so by federal, state, or local law.

To avert a serious threat to health or safety

We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety, the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Personal representative

We may disclose your medical information to a personal representative who has authority to make health care decisions on your behalf.

Military and veterans

If you are a member of the armed forces, we may release medical information about you as deemed necessary by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers compensation

We may release medical information about you for workers compensation or similar programs. These programs provide benefits for work related injuries or illness.

Public health risk

We may disclose medical information about you for public health activities. These activities generally include the following:

- To prevent or control disease, injury, or disability;
- To report births and deaths;
- To report child abuse or neglect;
- To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health oversight activities

We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and disputes

We may release medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement

We may release medical information to a law enforcement official:

- In response to a court order, subpoena, warrant, summons, or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct;
- In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description, or location of the person who committed the crime.

Coroners, medical examiners, and funeral directors

We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

National security and intelligence activities

We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Protective services for the president and others

We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons, foreign heads of state, or conduct special investigations.

Inmates

If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary:

- For the institution to provide you with health care;
- To protect your health and safety or the health and safety of others; or
- For the safety and security of the correctional institution.

For services provided on or after 1/1/2015, we will not deny reimbursement for any service or supply covered by the plan or cancel the coverage of an insured under the plan on the basis that:

- The insured is in the custody of a local supervisory authority, if the insured is in custody pending the disposition of charges;
- The insured receives publicly funded medical care while in the custody of a local supervisory authority; or
- The care was provided to the insured by an employee or contractor of a county or a local supervisory authority, if the employee or contractor meets the credentialing criteria of the health benefit plan.

Written authorization

For any other use or disclosure of your medical information, SHPO will ask for your written permission before using or disclosing your information. You may cancel this permission at any time in writing, but SHPO cannot take back any uses or disclosures already made with your permission. There are many programs that have their own laws for the use and disclosure of information about you, which we too must follow. For example, you generally must give your written permission for SHPO to use and disclose your mental health and chemical dependency treatment records.

Your rights regarding medical information about you

You have the following rights regarding medical information we maintain about you:

Right to inspect and copy

You have the right to inspect and copy, electronically or paper copies of medical information that may be used to make decisions about your care. Usually, this includes medical and billing records, but does not include psychotherapy notes.

To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to SHPO to the below address. If you request a copy of the information, we may charge a fee for the costs of copying and mailing it to you.

We may deny your request to inspect and copy in certain, very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed. Another licensed health care professional chosen by SHPO will review your request and the denial. The person conducting the review will not be the person who denied your original request. We will comply with the outcome of the second review.

Right to amend

If you feel that the medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for SHPO.

To request an amendment your request must be made in writing and submitted to SHPO to the below address. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by SHPO;
- Is not part of the information which you would be permitted to inspect and copy; or

- Is accurate and complete.

If we do deny your request, SHPO will send you a letter that tells you why your request is being denied and how you can appeal the denial. You will also receive information about how to file a complaint with SHPO.

Right to an accounting of disclosures

You have the right to request an “accounting of disclosures.” This is a list of the disclosures we made of medical information about you. The accounting of disclosures will not include certain types of disclosures, such as for treatment, payment, or health care operations.

To request an accounting of disclosures, you must submit your request in writing to SHPO at the below address. Your request must state a time period, which may not be longer than six years from the date of the request. Your request should indicate in what form you want the list (for example, on paper or electronically). The first list you request within a 12-month period will be free. For additional lists we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Samaritan Health Plans is legally obligated to notify any individual whose protected health information is affected by a security breach.

Right to request restrictions

You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request

If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions, you must make your request in writing to SHPO to the below address. In your request, you must tell us:

- What information you want to limit;
- Whether you want to limit our use, disclosure or both; and
- To whom you want the limits to apply, for example, disclosures to your spouse.

Right to request confidential communications

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we contact you at work or by mail.

To request confidential communications you must make your request in writing to SHPO to the below address. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a paper copy of this notice

You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice by contacting SHPO by phone or mail – see the contact information below.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with Samaritan Health Plan Operations by plan. Please refer to your Member Handbook or Evidence of Coverage for contact information. You also may file a complaint with the Secretary of the U.S. Department of Health and Human Services.

All complaints to SHPO must be submitted in writing to SHPO at the address below.

You will not be penalized for filing a complaint

Changes to this notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future.

If you have questions about this notice, or need this information in a different format, such as larger font, Braille, audiotape or in another language, please call:

Denise Severson
Samaritan Health Plans Compliance Officer

- (541) 768-4550
- 1-800-832-4580
- TTY 1-800-735-2900

Or, write to:

Samaritan Health Plans
2300 NW Walnut Boulevard
Corvallis, OR 97330

Patient Protection Act: your rights and responsibilities

In accordance with Oregon law (Senate Bill 21, known as Patient Protection Act), the following Disclosure Statement includes questions and answers to fully inform you and your covered dependents about the benefits and policies of this health insurance plan.

Your rights as a member

- You have a right to receive information about Samaritan Health Plans, our services, our providers, and your rights and responsibilities.
- You have a right to be treated with respect and recognition of your diversity and right to privacy.
- You have a right to participate with your healthcare provider in decision making regarding your care.
- You have a right to honest discussion of medically necessary treatment options.
- You are entitled to discuss those options regardless of how much the treatment expenses or if it is covered by this plan.
- You have a right to the confidential protection of your medical information and records.
- You have a right to voice complaints about Samaritan Health Plans or the care you receive, and to appeal decisions you believe are wrong.
- You have the right to continue care from an individual provider for a limited period of time after the medical services contract terminates.

Your responsibilities as a member

- You are responsible for providing Samaritan Health Plans and our providers with the information we need to care for you.
- You are responsible for following treatment plans or instructions agreed on by you and your healthcare providers.
- You are responsible for payment of co-pays at the time of service and be on time for that service.
- You are responsible for reading and understanding all materials about your health plan benefits and for making sure that family members covered under this plan also understand them.

You are responsible for making sure services are prior authorized when required by this plan before receiving medical care.

How do I access care in the event of an emergency?

If you or your covered dependent experiences an emergency situation, you or your covered dependent should obtain care from the nearest appropriate facility, or dial 911 for help.

If there is any doubt about whether your or your covered dependent's condition requires emergency treatment, you or your covered dependent can always call your primary care provider for advice. The primary care provider is able to assist you or your covered dependent in coordinating medical care and is an excellent resource to direct you or your covered dependent to the appropriate care since he or she is familiar with your or your covered dependent's medical history.

How will I know if my benefits change or are terminated?

Your employer will notify you of changes or termination of coverage 30 days prior to the effective date of change or termination. Your employer has the right to make changes that are in best interest of its members and/or its independent contractors.

What happens if I am receiving care and my doctor is no longer a contracted provider?

When a professional provider's contact with us ends for any reason, we will give notice to those covered that we know, or should reasonably know, are under the care of the provider of their rights to receive continued care (called "continuity of care"). We will send this notice no later than 10 days after the provider's termination date or 10 days after the date we learn the identity of an affected covered individual, whichever is later. The exception to our sending the notice is when the

professional provider is part of a group of providers and we have agreed to allow the provider group to provide continuity of care notification to those covered.

When continuity of care applies

If you or your covered dependent is undergoing an active course of treatment by an in-network professional provider and benefits for that provider would be denied (or paid at a level below the benefits for an out-of-network provider) if the provider's in-network contract with us is terminated or the provider is no longer participating in our in-network provider network, we will continue to pay plan benefits for services and supplies provided by the professional provider as long as:

- you or your covered dependent and the professional provider agree that continuity of care is desirable and you or your covered dependent requests continuity of care from us;
- pending approval of an internal appeals process review;
- Strike or lockout;
- the care is medically necessary and otherwise covered under the plan;
- you or your covered dependent remains eligible for benefits and covered under the plan; and
- the plan has not terminated.

Continuity of care does not apply if the contractual relationship between the professional provider and us ends in accordance with quality of care provisions of the contract between the provider and us, or because the professional provider:

- retires
- dies
- no longer holds an active license
- has relocated outside of our service area
- has gone on sabbatical; or
- it's prevented from continuing to care for patients because of other circumstances.

How long continuity of care lasts

Except as follows for pregnancy care, we will provide continuity of care until the earlier of the following dates:

- The day following the date on which the active course of treatment entitling you; or your covered dependent to continuity of care is completed; or the 120th day after notification of continuity of care.

If you or your covered dependent becomes eligible for continuity of care after the second trimester of pregnancy, we will provide continuity of care for that pregnancy until the earliest of the following dates:

- The 45th day after the birth;
- The day following the date on which the active course of care treatment entitling you or your covered dependent to continuity of care is completed; or
- The 120th day after notification of continuity of care.

The notification of continuity of care will be the earliest of the date we or, if applicable, the provider group notifies you of your or your covered dependent of the right to continuity of care, or the date we receive or approve the request for continuity of care.

Medical necessity of continuing care

If questions arise about the medical necessity of continued care for treatment or services, the Plan can ask the attending physician to provide evidence supporting the need for this care. The Plan can discontinue payment of benefits if the medical information from your physician does not clearly indicate that continued care for treatment or services is Medically Necessary.

Quality of medical care

The Covered Person always has the right to choose his or her own Hospital or physician. The Plan is not responsible for the quality of medical care the Covered Person receives. The Plan cannot be held liable for any claims or damages connected with injuries suffered by the Covered Person while receiving medical services and supplies.

Complaint and appeals:

If I am not satisfied with my health plan or provider what can do to file a complaint or get outside assistance?

To voice a complaint with us, simply follow the process outlined under **Member Appeals and Grievances**, including, if applicable, information about filing an appeal to be reviewed by an independent physician without charge to you.

You also have the right to file a complaint or seek other assistance from the Oregon Insurance Division.

By calling (503) 947-7984 or the toll free message line at (888) 877-4894;

By electronic mail at: cp.ins@state.or.us;

By writing Oregon Division of Financial Regulation,
Consumer Advocacy Unit at:
PO Box 14480; Salem, OR 97309-0405

Consumer Advocacy website <http://www.oregon.gov/DCBS/insurance/gethelp/Pages/fileacomplaint.aspx>

What are your pre-authorization and utilization review criteria?

Pre-authorization, also known as prior authorization is the process we use to determine the medical necessity of a service before it is rendered. Contact our Member Services Department at the phone number on the back of your identification card and also review the **Prior Authorization list**. Many types of treatment can be available for certain conditions. The pre-authorization process helps the provider work together with you or your covered dependent, other providers, and us to determine the treatment that best meets your or your covered dependent's medical needs and to avoid duplication of services.

This teamwork helps save thousands of dollars in premiums each year, which then translates into savings for you. And, pre-authorization is you and your covered dependents' assurance that medical services will not be denied because they are not medically necessary.

Utilization review is a process in which we examine services you receive to ensure that they are medically necessary—with regard to widely accepted standards of good medical practice. For further explanation, look at the definition of **medically necessary**. See **Definitions**.

Let us know if you or your covered dependent would like a written summary of information that we can consider in our utilization review of a particular condition or disease. Simply call the Member Services Department phone number on the back of your identification card.

How important documents (such as my medical records) are kept confidential?

We have a written plan to protect the confidentiality of health information. Only employees who need to know in order to do their jobs can access your personal information. Disclosure outside the company is permitted only when necessary to perform functions related to providing you or your covered dependent's coverage and/or when otherwise allowed by law. Note that with certain limited exceptions, Oregon law requires insurers to obtain a written authorization from you or your authorized representative before disclosing personal information. One exception to the need for a written authorization is disclosure to a designee acting on behalf of the insurer for the purpose of utilization management, quality assurance, or peer review.

My neighbor has a question about the plan that he has with you and doesn't speak English very well. Can you help?

Yes. Simply have your neighbor call our Member Services Department at the number on his or her identification card. One of our representatives will coordinate the services of an interpreter over the phone. We can help with sign language as well as spoken languages.

What additional information can I get from you upon request?

The following documents are available by calling a Member Services Department:

- Rules related to our medication formulary, including information on whether a particular medication is included or excluded from the formulary and information on what medications require pre-authorization from Samaritan Health Plans.
- Provisions for referrals for specialty care, behavioral health services, and hospital services, and how you may obtain the care or services.
- A copy of our annual report on complaints and appeals.
- A description of our risk-sharing arrangements with physicians and other providers consistent with risk-sharing information required by the Health Care Financing Administration.
- A description of our efforts to monitor and improve the quality of health services.

- Information about procedures for credentialing network providers and how to obtain the names, qualifications, and titles of the providers responsible for your care.
- Information about our prior authorization and utilization review procedures.

What other source can I turn to for more information about your company?

The following information regarding the health benefit plans of Samaritan Health Plans is available from the Oregon Insurance Division:

- The results of all publicly available accreditation surveys.
- A summary of our health promotion and disease prevention activities.
- Samples of the written summaries delivered to plan holders.
- An annual summary of grievances and appeals.
- An annual summary of utilization review policies.
- An annual summary of quality assessment activities.
- An annual summary of scope of network and accessibility of services.

You have the right to file a complaint or seek other assistance from the Oregon Insurance Division.

By calling (503) 947-7984 or the toll free message line at (888) 877-4894;

By electronic mail at: cp.ins@state.or.us;

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Plan administration

Governing law

The interpretation and validity of this contract will be governed by the laws of the State of Oregon without regard to its conflict of law rules. If there is conflict between the provisions of this plan and Oregon State or Federal Laws, Oregon State or Federal Laws will take precedence over the provisions of this plan.

Compliance with state and federal mandates

To the extent applicable, the Plan will provide benefits in accordance with the requirements of all applicable laws and as described in the Policy, including Patient Protection and Affordable Care Act (PPACA), the Employee Retirement Income Security Act of 1974 (ERISA), the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Civil rights and employment laws including Titles VI and VII of the Civil Rights Act of 1964, sections 503 and 504 of the Rehabilitation Act of 1976; The Americans with Disabilities Act of 1990; Executive Order 11246; the Age Discrimination in Employment Act of 1967; and the Age Discrimination Act of 1975; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), and the Women's Health and Cancer Rights Act of 1998 (WHCRA). These laws have been amended from time to time. In the event of any conflict between these provisions and the current provisions of the law, the current provisions of the law shall govern.

Other authorities and responsibilities

Samaritan Health Plans (SHP) is not the named fiduciary or Plan Administrator of the Plan. Samaritan Health Plans does not have discretionary authority with regards to administration of the Plan and does not make Group or Member eligibility determinations.

Samaritan Health Plans may make factual determinations relating to benefits provided under the Plan. Samaritan Health Plans may delegate this discretionary authority to other persons or entities that may provide administrative services for the Plan, such as claims processing. The identity of the service providers and the nature of their services may be changed from time to time.

Changing this contract

This document is your contract with Samaritan Health Plans as Samaritan Everyday Choices. This contract cannot be changed except by a written endorsement or notification to you issued by us or your employer that have been approved by an officer of Samaritan Health Plans. We may change this contract by giving you 60-days advance written notice; but we can do so only if we are changing all contracts of the same form and class and approved by your employer. The client and Plan will determine and agree upon adjusted deductibles and other accumulators as it applies to their mid-year enrollment. All benefit plan years will be administered January 1 – December 31 following a mid-year enrollment.

Contract renewal and termination

The Contract will renew automatically from year to year unless terminated as otherwise provided in the Contract. Termination of the member under the Contract for any reason will completely end all obligations of the Company to provide the member with Benefits after the date of termination, except where required by Oregon Revised Statutes, which provides coverage for hospital or medical services or expenses under the provisions of the policy for those who have been hospitalized on the date of termination if the policy is terminated and immediately replaced by a group health insurance policy issued by another insurer.

Termination of group

Samaritan's must receive written notice of termination from the employer group. Samaritan must receive the notice at least 30 days in advance of the proposed termination date. The employer group must provide in writing whether Samaritan is being replaced by another group policy. The employer group shall continue to be liable for Samaritan premiums for all members enrolled in Samaritan through the employer group through the end of the first full month requested and agreed upon termination date.

Rescinding coverage

A carrier may not rescind a group health benefit plan unless:

(a) The plan sponsor or a representative of the plan sponsor:

A. Performs an act, practice or omission that constitutes fraud; or

B. Makes an intentional misrepresentation of a material fact as prohibited by the terms of the plan;

(b) The carrier provides at least 30 days' advance written notice, in the form and manner prescribed by the department, to each plan enrollee who would be affected by the rescission of coverage; and

(c) The carrier provides notice of the rescission to the department in the form, manner and time frame prescribed by the department by rule.

Rescissions are defined as any retroactive cancellations of coverage, except for those attributable to failure to pay premiums or contributions. These requirements do not apply to prospective cancellations.

Legal action

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 90 days after written proof of loss has been furnished in accordance with the policy. No action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished after two years from the date of issue of the policy no misstatements, except fraudulent misstatements, made by the applicant shall be used to void the policy or to deny a claim. We acknowledge that misstatements, misrepresentations, omissions, or concealments on the part of the insured are not fraudulent unless they are made with intent to knowingly defraud.

In order for Samaritan Health Plans to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on the part of the insured, we must show that the misinformation is material to the content of this contract, that we relied upon the misinformation *and* that the information was either material to the risk assumed by us *or* that the misinformation was provided fraudulently.

After this policy has been in force for a period of two years during the lifetime of the insured (excluding any period during which the insured is disabled), it shall become incontestable as to the statements contained in the application.

No claim for loss incurred or disability, as defined in the policy, commencing after two years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

Relationship to Samaritan Health Services

The group on behalf of itself and its covered participants hereby expressly acknowledges its understanding that this plan constitutes a plan solely between the employer group and Samaritan Health Plans. Neither Samaritan Health Plans, nor Samaritan Health Services is acting as the Plan Administrator. The group on behalf of itself and its covered participants further acknowledges and agrees that it has not entered into this plan based upon representations by any person or entity other than Samaritan Health Plans and that no person or entity other than Samaritan Health Plans shall be held accountable or liable to the group or the covered participants for any of our obligations to the group or the covered employees created under this plan. This paragraph shall not create any additional obligations whatsoever on the part of Samaritan Health Plans other than those obligations created under other provisions of this plan.

HIPAA/ADA

Your health plan is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you

might qualify for an opportunity to earn the same reward by different means. Contact us and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.

GINA

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information.

Confidential communication

Effective Jan. 1, 2016, a new “Confidential Communication” law allows enrollees the right to have protected health information sent to you instead of the person who pays for your health insurance plan. Enrollees can request that they be contacted:

- At a different email address
- By email
- By telephone

To make this request, submit the Oregon Request for Confidential Communication standardized form to:

Samaritan Health Plans
P.O. Box 1310
Corvallis, OR 97339

Your health plan must acknowledge the receipt of the request form and respond to your confidential communications request. If you have any questions, please contact Customer Service.

Certificate of creditable coverage

A covered person who ceases to be covered under the plan will be provided a certificate that evidences the covered person's creditable coverage and the period of that creditable coverage. The time as of which the certificate will be provided and the contents of the certificate are explained below. **Creditable Coverage** is defined as 180 days of continuous coverage with an applicable plan.

Provision of certificate upon request

A Covered Person, or someone on behalf of a Covered Person, can request a certificate of creditable coverage at any time within 24 months of the date that coverage under the Plan ended. A request for a certificate can be made even if a certificate was previously provided, including upon a prior request. A certificate provided upon request will disclose each period of continuous coverage that ceased during the 24-month period ending on the date of the request, or which was continuing on the date of the request. A separate certificate can be provided for each period of continuous coverage.

Specification of benefits

A group health plan or issuer can request on behalf of a Covered Person who was previously provided a certificate of creditable coverage for specific information regarding categories of benefits that had been provided under the Plan to the Covered Person. The Plan can charge the requesting plan or issuer for the reasonable cost of providing such benefit information. Subject to the payment of such expenses, the plan will promptly provide to the requesting entity all of the requested information that is reasonably available to the Plan

Member Services department

The Samaritan Health Plans home office in Corvallis is maintained to meet your servicing needs. Come see us at 2300 NW Walnut Boulevard or contact us at:

Please call our Member Services department for any enrollee requests for information

(541) 768-4550, toll free 800-832-4580 or TTY 1-800-735-2900. Our Member Services Department hours are 8 a.m. to 8 p.m., Monday through Friday. We look forward to serving you.

Statements made by applicants, policy holder or insured are representations and not warranties

Samaritan Health Plans

2300 NW Walnut Boulevard

P.O. Box 1310

Corvallis, OR 97339

www.samhealthplans.org