The Study Meeting of the West Valley City Council will be held on Tuesday, June 7, 2016, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted June 2, 2016, 2:00 PM

A G E N D A

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. May 17, 2016

4. Review Agendas for Council Regular Meeting and Regular Meetings of the Redevelopment Agency, Housing Authority, and Municipal Building Authority of June 7, 2016

5. Resolutions:

   A. 16-94: Authorize the City to Enter into Agreements with SelectHealth to Provide Insurance Benefits and Services for City Employees for Fiscal Year 2016-2017

   B. 16-95: Approve an Interlocal Cooperation Agreement between West Valley City and Utah Valley University for Clinical Training of Paramedic Students

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

C. 16-96: Authorize the City to Enter into a Right-Of-Way Contract with Gary D. Norton and Tammy L. Norton and to Accept a Warranty Deed and a Temporary Construction Easement for Property Located at 7191 West Copper Hill Drive (14-34-304-001)

6. Communications:

A. "The Wall That Heals" Update (15 Min)

B. Discuss Applications ZT-4-2016 and ZT-5-2016 Regarding Single Family Dwellings (15 Min)

C. Budget Update (15 Min)

D. Council Update

E. Potential Future Agenda Items

7. New Business:

A. Council Reports

8. Motion for Executive Session

9. Adjourn

MINUTES OF COUNCIL STUDY MEETING – MAY 17, 2016

THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, MAY 17, 2016 AT 4:30 P.M. IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Don Christensen, Councilmember At-Large
Lars Nordfelt, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3

ABSENT: Steve Vincent, Councilmember District 4 (Excused)

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Lee Russo, Police Chief
John Evans, Fire Chief
Layne Morris, CPD Director
Russell Willardson, Public Works Director
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Andrew Wallentine, Administration
Steve Pastorik, CED Department
Jody Knapp, CED Department
Steve Lehman, CED Department
Heather Royall, CPD Department
Dan Johnson, Public Works Department
Mark Nord, CED Department
Eric Madsen, Public Works Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD MAY 3, 2016**

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The Council read and considered Minutes of the Study Meeting held May 3, 2016. There were no changes, corrections or deletions.

Councilmember Lang moved to approve the Minutes of the Study Meeting held May 3, 2016. Councilmember Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

2. **REVIEW AGENDA FOR REGULAR COUNCIL MEETING AND REGULAR SPECIAL MEETING OF THE BUILDING AUTHORITY SCHEDULED MAY 17, 2016**

In review of items listed on the Agendas for the Regular Council Meeting and Special Regular Building Authority Meeting scheduled later this night, the following items were discussed:

Council Agenda Item 8. A. – RESOLUTION NO. 16-81, SETTING FORTH AND REAFFIRMING WEST VALLEY CITY'S COMMITMENT TO FIGHT HOUSING INSECURITY AND HOMELESSNESS

City Manager, Wayne Pyle, discussed proposed Resolution No. 16-81 that would set forth and reaffirm West Valley City's commitment to fight housing insecurity and homelessness.

City Manager, Wayne Pyle, advised a minor change to some of the language had been made in the proposed Resolution. He read the modified paragraph and reminded that the changes had been suggested by Mayor Bigelow during the previous Study Meeting.

Council Agenda Item 9. A. – RESOLUTION NO. 16-76, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, UTAH (THE "AUTHORITY"), AND A GROUND LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE AND REFUNDING BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $36,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST AND A FIRST SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CERTAIN SECURITY DOCUMENTS, AN OFFICIAL STATEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

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Building Authority Agenda Item No. 4. A. – RESOLUTION NO. 16-02, AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $36,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE AND REFUNDING BONDS, SERIES 2016 (THE "SERIES 2016 BONDS"); DELEGATING TO CERTAIN OFFICERS OF THE AUTHORITY THE ABILITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2016 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2016 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2016 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2016 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2016 BONDS MAY BE SOLD; CALLING A PUBLIC HEARING; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST, FIRST SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, MASTER LEASE AGREEMENT, SECURITY DOCUMENTS, GROUND LEASES, AN OFFICIAL STATEMENT, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2016 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS

Laura Lewis, Ballard Spahr, discussed proposed Resolution No. 16-76 that would authorize and approve the execution and delivery of a Master Lease Agreement by and between the City and the Municipal Building Authority of West Valley City, Utah and a Ground Lease Agreement; authorize the issuance and sale by the Authority of its Lease Revenue and Refunding Bonds, Series 2016, in the aggregate principal amount of not more than $36,000,000; authorize and approve the execution and delivery by the Authority of a General Indenture of Trust and a First Supplemental Indenture of Trust, Bond Purchase Agreement, certain security documents, an Official Statement, and other documents required in connection therewith; authorize the taking of all other actions necessary to the consummation of the transaction contemplated by this Resolution; and related matters.

Ms. Lewis also discussed proposed Building Authority Resolution No. 16-02.

She provided additional information to the City Council regarding the proposed bonding item that had been continued from the previous week's Regular Council Meeting. She discussed new graphs that had been included in the Council's informational packets.

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Upon inquiry by Mayor Bigelow, there were no further questions or concerns from members of the City Council.

3. **AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED MAY 24, 2016**

A. **PRESENTATION OF MAYOR'S STAR OF EXCELLENCE AWARDS TO STUDENTS OF GRANGER, HUNTER, CYPRUS AND TAYLORSVILLE HIGH SCHOOLS**

Mayor Bigelow advised a presentation of the Mayor's Star of Excellence Awards had been scheduled to be presented to students of Granger, Hunter, Cyprus and Taylorsville High Schools.

Upon inquiry by Councilmember Buhler, the City Recorder, Nichole Camac, advised that an invitation had been sent to the award recipients and a list of students would be provided in the next week's Regular Meeting information packet.

4. **PUBLIC HEARINGS SCHEDULED MAY 24, 2016**

A. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. Z-3-2016 FILED BY HUGHES GENERAL CONTRACTORS REQUESTING A ZONE CHANGE FROM ZONE A (AGRICULTURE) TO M (MANUFACTURING) ON PROPERTY LOCATED AT 7114 WEST SR-201 NORTH FRONTAGE ROAD**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 24, 2016, in order for the City Council to hear and consider public comments regarding Application No. Z-3-2016 filed by Hughes General Contractors requesting a zone change from zone A (Agriculture) to M (Manufacturing) on property located at 7114 West SR-201 North Frontage Road.

Proposed Ordinance No. 16-23 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-23, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7114 WEST SR-201 NORTH FRONTAGE ROAD FROM ZONE A (AGRICULTURE) TO M (MANUFACTURING)

Jody Knapp, CED Department, discussed proposed Ordinance No. 16-23 that would amend the Zoning Map to show a change of zone for property located at 7114 West SR-201 North Frontage Road from zone A (Agriculture) to M (Manufacturing).

Written documentation previously provided to the City Council included

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information as follows:

Hughes General Contractors, representing the Mountain West Truck Center, had requested a zone change for 0.17 acres located at 7114 W. SR-201 North Frontage Road from A (Agriculture minimum lot size ½ acre) to M (Manufacturing). Surrounding zones included M on all sides. Surrounding land uses included the Mountain West Truck Center project to the north and west, the North Frontage Road and SR-201 were located to the south, and 1st Choice Storage to the east. The subject property was designated as Light Manufacturing in the West Valley City General Plan.

The requested rezone was for three small parcels that were part of the Mountain West Truck Center project (C-28-2015). Initially this area had been part of the landscaped setback however the applicant planned to relocate the entrance to provide better maneuvering area for the trucks so they were rezoning the subject parcels to incorporate it into the overall project.

Councilmember Christensen inquired if the applicant had originally not intended to use this portion of property and that was why the rezoning had not been changed with the rest of the property.

Ms. Knapp clarified that the applicant had not originally intended to use this portion of the property and indicated the point of access would be shifted slightly to accommodate large trucks so this piece now needed to be zoned Manufacturing. She further advised the original intent had been for landscaping only.

Upon inquiry, Ms. Knapp stated the property to the north was currently zoned Manufacturing.

The City Council will hold a public hearing and consider Application No. Z-3-2016 and proposed Ordinance No. 16-23 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

B. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. Z-5-2016 FILED BY ADAM NASH REQUESTING A ZONE CHANGE FROM ZONE A (AGRICULTURAL) TO RE (RESIDENTIAL ESTATE) ON PROPERTY LOCATED AT 3320 SOUTH 6400 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 24, 2016, in order for the City Council to hear and consider public comments regarding Application No. Z-5-2016 filed by Adam Nash requesting a zone change from zone A (Agricultural) to RE

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(Residential Estate) on property located at 3320 South 6400 West.

Proposed Ordinance No. 16-24 and proposed Resolution No. 16-83 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-24, AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3320 SOUTH 6400 WEST FROM ZONE A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO RE (RESIDENTIAL ESTATE)

Steve Pastorik discussed proposed Ordinance No. 16-24 that would amend the Zoning Map to show a change of zone for property located at 3320 South 6400 West from zone A (Agriculture, minimum lot size ½ acre) to RE (Residential Estate).

Written documentation previously provided to the City Council included information as follows:

Adam Nash had requested the subject zone change on a five-acre parcel located at 3320 South 6400 West from A to RE. For reference, a copy of the RE zone standards had been included in the Council's informational packet. Surrounding zones included A to the east and south and R-1-8 (Single Family Residential, minimum lot size 8,000 square feet) to the north and west. The property was surrounded by agricultural ground to the east and south and single family homes to the north and west. The subject property had been designated as large lot residential that anticipated two to three units per acre in the West Valley City General Plan.

The applicant had submitted a concept plan showing the subject property being subdivided into 12 lots averaging over 15,000 square feet and yielding a density of 2.4 units per acre. For the development agreement, the applicant indicated he would follow the City's single family home standards. Standards were summarized as follows:

- Minimum rambler size: 2,000 square feet
- Minimum multi-level size: 3,000 square feet
- Minimum garage size: 3 car (2 car allowed in certain instances)
- Exterior materials allowed: brick, stone and fiber cement siding
- Further material restrictions: fiber cement siding limited to 75% of exterior
- Minimum roof pitch: 6/12
- Minimum number of points required for a rambler from design features list: 250

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- Minimum number of points required for a multi-level from design features list: 300
- Architectural singles required

RESOLUTION NO. 16-83, AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MOUNTAIN VISTA DEVELOPMENT INC. FOR APPROXIMATELY 5.0 ACRES OF PROPERTY LOCATED AT 3320 SOUTH 6400 WEST

Mr. Pastorik discussed proposed Resolution No. 16-83 that would authorize the City to enter into a Development Agreement with Mountain Vista Development Inc. for approximately 5.0 acres of property located at 3320 South 6400 West.

Written documentation previously provided to the City Council included information as follows:

The proposed use for the subject property was a new single family home subdivision.

The applicant had requested to follow the latest housing standards as well as the standards found in the RE zone.

Mr. Pastorik explained the applicant hoped to acquire additional property in the vicinity to develop a larger project.

Upon inquiry by Councilmember Buhler, he was advised that no special exemptions had been requested.

Upon inquiry by Councilmember Lang, she was advised that other properties to the east and the south were being looked at to potentially be incorporated into the project.

Mayor Bigelow asked if the Development Agreement associated with the proposal would be modified if the additional property eventually was acquired.

In response, Mr. Pastorik indicated that was a possibility but the purchase of additional property would need to occur in the near future as the applicant desired to begin development as soon as possible.

Upon inquiry by Councilmember Lang regarding if the applicant's goal would be to connect new roads to existing neighborhoods, the Council was advised in the affirmative, including that a new potential concept plan would modify the street pattern.

The City Council will hold a public hearing and consider Application No. Z-5-

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2016, proposed Ordinance No. 16-24 and proposed Resolution No. 16-83 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

C. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-4-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE TEXT CHANGE TO SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO REQUIRE BASEMENTS IN SINGLE FAMILY DWELLINGS WHERE SOIL CONDITIONS ALLOW AND TO INCREASE THE MINIMUM SIZE FOR SINGLE FAMILY DWELLINGS WHERE SOIL CONDITIONS DO NOT ALLOW BASEMENTS**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 24, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-4-2016 filed by West Valley City requesting a zone text change to Section 7-14-105 of the West Valley City Municipal Code to require basements in single family dwellings where soil conditions allowed, and to increase the minimum size for single family dwellings where soil conditions did not allow basements.

Proposed Ordinance No. 16-25 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-25, AMENDING SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING THE CONSTRUCTION OF CERTAIN SINGLE FAMILY DWELLINGS

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-25 that would amend Section 7-14-105 of the West Valley City Municipal Code to amend provisions governing the construction of certain single family dwellings.

Written documentation previously provided to the City Council included information as follows:

At the City Council's request, an amendment to Section 7-14-105 of the Zoning Ordinance had been drafted and recommended by City staff. If adopted, this section would require basements in single-family dwellings where soil conditions allowed and increase the minimum size for single family dwellings by 500 square feet where soil conditions would not allow basements.

Last year the City adopted new housing standards with the goal of creating a greater balance of housing choices. These standards included increased minimum home sizes. The Council had expressed concern that if a basement was not included the purpose of the new standards would not be fully met without

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additional area being added to homes without basements.

The Planning Commission had recommended denial because they believed the current standards were sufficient.

Mayor Bigelow inquired if the change only applied to a rambler and not to a multi-level home.

Mr. Pastorik advised if a basement could not be constructed due to soil conditions, the 500-foot increase to the home size would apply to both housing types, rambler and multi-level.

The City Council will hold a public hearing and consider Application No. ZT-4-2016 and proposed Ordinance No. 16-25 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

D. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-5-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE TEXT CHANGE TO SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO EXEMPT PROPERTIES UNDER CERTAIN INSTANCES FROM THE LATEST SINGLE FAMILY DWELLING STANDARDS**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled May 24, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-5-2016 filed by West Valley City requesting a zone text change to Section 7-14-105 of the West Valley City Municipal Code to exempt properties under certain instances from the latest single family dwelling standards.

Proposed Ordinance No. 16-26 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-26, AMENDING SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING THE CONSTRUCTION OF CERTAIN SINGLE FAMILY DWELLINGS

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-26 that would amend Section 7-14-105 of the West Valley City Municipal Code to amend provisions governing the construction of certain single family dwelllings.

Written documentation previously provided to the City Council included information as follows:

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The amendment, if adopted, would exempt properties from the latest single-family dwelling standards in the following situations:

1. A home not subject to the single family dwelling standards adopted in Ordinance No. 15-27 (the latest standards) was demolished and rebuilt
2. Vacant, legal parcels zoned for single-family dwellings in existence prior to April 15, 2015, and where no development agreement applied
3. All lots in subdivisions submitted prior to April 15, 2015, where no development agreement applied
4. An existing, developed single-family dwelling lot in existence prior to April 15, 2015, large enough to be subdivided to create one new lot

Homes built under the circumstances listed above would follow the design standards put in place before the current standards were adopted as outlined in Ordinance No. 14-28.

The Council had directed preparation of an ordinance revision that specifically addressed the first situation listed in the proposed ordinance. The Council also requested proposals of other exceptions that might be appropriate given staffs' experience of working with people "over the counter".

For the second exception, staff estimated there were approximately 130 parcels that would qualify for this exception. There were 30 lots estimated to be eligible for the third exception. The fourth exception would be difficult to estimate.

Upon inquiry by Mayor Bigelow, staff clarified these exemptions could potentially affect 130 properties.

Councilmember Buhler expressed preference that building materials and standards still be met but housing size and the 3-car garage requirement be waived if an exemptions was granted. He indicated he was not comfortable reverting back to the original point system in place prior to changes that had occurred last year. He also stated that lot-by-lot an entire subdivision could eventually be built over time and he preferred homes met the higher standard.

Councilmember Lang stated a minimum lot size should be placed on properties that were subdivided. She also expressed concern that lots could be divided multiple times as a way to get away from the new standards.

Mr. Pastorik advised such manipulation would not be possible since a lot being

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subdivided would need to be in existence prior to April 15, 2015.

The City Council and City staff discussed potential scenarios that could occur in reference to the four exemptions as proposed in the subject ordinance change.

Councilmember Lang expressed being uncomfortable with the 3rd option proposed (on a lot in subdivision for which application had been made prior to April 15, 2015 where no development agreement was currently applicable to the property).

Councilmember Buhler expressed agreement with the previous comments and indicated he would like to see this removed.

Upon request for clarification by Mayor Bigelow, staff explained the ordinance required homes to face the street with a few small exceptions.

The City Council further discussed lot sizes and home sizes and whether people would choose to rebuild their home due to difficulty in selling an upgraded home in an older developed neighborhood. Also discussed was the difference between a remodel and a rebuild.

Councilmember Lang stated basements should still be required and an increase in home size should still apply if basements were not possible.

The City Council will consider proposed Application No. ZT-5-2016 and proposed Ordinance No. 16-26 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

5. **RESOLUTION NO. 16-84, APPROVING THE PURCHASE OF A REPLACEMENT AMBULANCE CAB AND CHASSIS FOR USE BY THE FIRE DEPARTMENT**

Fire Chief, John Evans, discussed proposed Resolution No. 16-84 that would approve the purchase of a replacement ambulance cab and chassis in an amount not to exceed $41,263.22, for use by the Fire Department.

Written documentation previously provided to the City Council included information as follows:

Ken Garff Ford held the State Contract to supply the Ford F550 ambulance cabs and chassis.

The vehicle being replaced was a 2008 Chevrolet, Model 4500 (ICN731093) with mileage of 104420. The City Shops would switch the ambulance module from the Chevrolet to the new Ford and complete a full refurbishment of the ambulance module.

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Mayor Bigelow requested clarification regarding installation of the new cab and chassis.

Chief Evans advised that the new cab and chassis would be installed by the City.

Upon inquiry by Councilmember Buhler regarding consideration of a lift system, the Chief indicated that would be something the City would like to see but it would be an expensive upgrade.

The City Council will consider proposed Resolution No. 16-84 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

6. **RESOLUTION NO. 16-85, APPROVING THE PURCHASE OF A VERMEER BC1500 WOOD CHIPPER FROM VERMEER ROCKY MOUNTAIN INC. FOR USE BY THE PUBLIC WORKS DEPARTMENT**

Mayor Bigelow discussed proposed Resolution No. 16-85 that would approve the purchase of a Vermeer BC1500 Wood Chipper from Vermeer Rocky Mountain Inc. , in an amount not to exceed $59,010.30 for use by the Public Works Department.

Written documentation previously provided to the City Council included information as follows:

The new wood chipper under State Contract MA2182 would replace a 2004 Wood Chipper. The existing chipper was 12 years old and due to its everyday wear and tear the Fleet Manager's recommended replacement at this time. Vermeer Rocky Mountain was a State Contract vendor.

The Fleet Manager had met with the Operations Division and determined the proposed equipment best suited the needs of the Department and would be the most efficient equipment for their intended purposes.

Upon inquiry, there were no further questions or concerns from members of the City Council.

The City Council will consider proposed Resolution No. 16-85 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

7. **RESOLUTION NO. 16-86, AWARDING A CONTRACT TO STAPP CONSTRUCTION FOR THE FAIRBOURNE STATION PHASE II ROADWAY AND UTILITY PROJECT**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 16-86 that would award a contract to Stapp Construction in an amount not to exceed $2,577,000.00, for the Fairbourne Station Phase II Roadway and Utility Project.

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Written documentation previously provided to the City Council included information as follows:

Bids had been solicited and a total of 3 bids received, as follows:

Stapp Construction:	$2,454,309.45
Vancon, Inc.:	$2,511.942.80
Condie Construction:	$2,707,000.00

Staff advised Stapp Construction had submitted the lowest responsible bid.

The subject contract would build the next phase of public improvements in Fairbourne Station, including a new street at 3030 West, extension of Weigh Station Road, and a reconstruction of a portion of Lehman Avenue. A new traffic signal would be built on 3500 South at 3030 West along with Bus Rapid Transit stations within Fairbourne Station. The project included installation of water, sewer, power, and other utility improvements for future development of new buildings. The project also included installation of landscape and street light improvements.

Upon inquiry by Councilmember Lang regarding project completion, Mr. Johnson informed the contract was for 150 days therefor completion time would be sometime in November.

Mayor Bigelow asked why the roadway narrowed closer to Lehman Avenue.

Mr. Johnson informed that closer to 3500 South there was need for turn lanes and a BRT lane that was not necessary on Lehman Avenue. He also explained how buses would operate in the area.

Upon further inquiry, Mr. Johnson clarified that the lanes were wide enough that buses would not run over sidewalks or enter other turn lanes.

The City Council will consider proposed Resolution No. 16-87 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

8. **RESOLUTION NO. 16-87, APPROVING THE PURCHASE OF TRAFFIC SIGNAL EQUIPMENT FROM UTAH DEPARTMENT OF TRANSPORTATION FOR THE FAIRBOURNE STATION PHASE II ROADWAY PROJECT**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 16-87 that would approve purchase of traffic signal equipment from the Utah Department of Transportation (UDOT), in an amount not to exceed $75,000.00, for the Fairbourne Station Phase II Roadway Project.

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Written documentation previously provided to the City Council included information as follows:

As part of the Fairbourne Station Phase II Roadway and Utility Project, a new traffic signal would be built at 3030 West 3500 South. The new signal would be owned and maintained by UDOT. Per the proposed road construction contract at Fairbourne Station, the City would provide traffic signal equipment to the contractor for installation. UDOT ran a warehouse that furnished signal equipment to state road projects.

Mayor Bigelow inquired if purchasing the equipment from UDOT would be less expensive and Mr. Johnson advised in the affirmative.

9. **CONSENT AGENDA SCHEDULED MAY 24, 2016**

A. **RESOLUTION NO. 16-88, AUTHORIZING THE CITY TO GRANT A TEMPORARY CONSTRUCTION EASEMENT TO RALPH L. WADSWORTH/STAKER PARSONS (RLW/SPC) JOINT VENTURE ON PARCEL 20-11-302-003**

Dan Johnson, Public Works Department, discussed proposed Resolution No. 16-88 that would authorize the City to grant a Temporary Construction Easement to Ralph L. Wadsworth/Staker Parsons (RLW/SPC) Joint Venture on Parcel 20-11-302-003.

Written documentation previously provided to the City Council included information as follows:

The City owned property immediately adjacent to the Mountain View Corridor near the USANA Amphitheater parking lots. The property had recently been unencumbered from a parking easement to enable use of the land for a more favorable trail alignment parallel to the new highway. UDOT's contractor had requested use of the land for staging material and potential use of some of the material in the hillside property. The grant of the easement would allow the contractor to use the property and give direction on how the property was to be left after the work. The new Shared Use Path would now be diverted through the City property in an S-curve shape but would be in a cut with upward slopes on either side. By allowing the contractor to use some of the existing material the City would benefit with the trail having a more open feel with flatter slopes and a more natural shape on either side of the trail.

Upon inquiry, Mr. Johnson advised landscaping would not be done along the trail and the City would maintain the weeds.

The City Council will consider proposed Resolution No. 16-88 at the Regular

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Council Meeting scheduled May 24, 2016, at 6:30 P.M.

B. **RESOLUTION NO. 16-89, AUTHORIZING WEST VALLEY CITY TO GRANT A RIGHT OF WAY EASEMENT IN FAVOR OF ROCKY MOUNTAIN POWER FOR THE WEST VALLEY SKATE PARK LOCATED AT 3201 SOUTH 5600 WEST IN CENTENNIAL PARK**

Mayor Bigelow discussed proposed Resolution No. 16-89 that would authorize West Valley City to grant a Right of Way Easement in favor of Rocky Mountain Power for the West Valley Skate Park located at 3201 South 5600 West in Centennial Park.

Written documentation previously provided to the City Council included information as follows:

The West Valley City Skate Park would need to have additional power to operate the parking lot lights, security lights, security cameras, and irrigation controller. There was not presently enough power available at the existing power meters in Centennial Park.

Centennial Park's current infrastructure used the entire capacity of existing power meters and transformers so the power for the Skate Park would need to come from a new service connection, meter and transformer. Rocky Mountain Power required an easement from the power pole to the pad where the meter and transformer would be placed in order to provide this service.

Upon inquiry, there were no further questions or concerns from members of the City Council.

The City Council will consider proposed Resolution No. 16-89 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

C. **RESOLUTION NO. 16-90, AUTHORIZING THE EXECUTION AND RECORDING OF A DELAY AGREEMENT BETWEEN WEST VALLEY CITY AND HD MAGNA, LLC, FOR PROPERTY LOCATED AT 3420 SOUTH 5600 WEST**

City Manager, Wayne Pyle, discussed proposed Resolution No. 16-90 that would authorize the execution and recording of a Delay Agreement between West Valley City and HD Magna, LLC, for property located at 3420 South 5600 West.

The City Manager requested this item be removed from the agenda to allow time for additional details to be worked out regarding the subject agreement.

D. **RESOLUTION NO. 16-91, AUTHORIZING THE EXECUTION AND**

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RECORDING OF A DELAY AGREEMENT BETWEEN WEST VALLEY CITY AND WILLOW WOOD L.L.C. FOR PROPERTY LOCATED AT 3515 WEST 3500 SOUTH

Jody Knapp, CED Department, discussed proposed Resolution No. 16-91 that would authorize execution and recording of a Delay Agreement between West Valley City and Willow Wood L.L.C. for property located at 3515 West 3500 South.

Written documentation previously provided to the City Council included information as follows:

On February 15, 2016, Dollar Tree submitted a building permit for a tenant improvement for property at 3515 West 3500 South. The estimated construction costs for the project totaled approximately $150,450.00. The property had frontage along 3500 South, which was listed as one of West Valley City's High Image arterials. These frontages had specific landscaping requirements set forth in Chapter 7-13 of the Municipal Code. These requirements took effect when any substantial modification to an existing site or structure had an estimated construction cost exceeding $50,000.00. These standards required a 20' bermed landscaped area be constructed between the sidewalk and parking area with one tree every 30 feet.

This particular parcel was part of a larger overall commercial complex and had very limited frontage along 3500 South (approximately 24') so it would be difficult to install just this small portion of the landscaping. Therefore, they desired to delay installation of any landscaping improvements until one of the adjacent properties also triggered the requirements and a larger portion of the frontage could then be completed.

Councilmember Buhler inquired regarding why the landscaping requirements had been triggered.

Ms. Knapp informed 3500 South was a High Image Arterial street so 20 feet of landscaping would be required from inside the property line. She indicated the City did not feel it would be appropriate to require one tenant to install this amount of landscaping when minimal change was occurring at the present time.

The City Council will consider proposed Resolution No. 16-91 at the Regular Council Meeting scheduled May 24, 2016, at 6:30 P.M.

10. **COMMUNICATIONS**

A. **BUDGET UPDATE**

City Manager, Wayne Pyle, provided updated information regarding budget

DRAFT

matters including a list of projects the City would like to see accomplished in the coming year. He also briefly discussed graphs that had previously been provided to the City Council.

B. **COUNCIL UPDATE**

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events as follows:

<u>May</u>	
May 18, 2016 Wednesday	Harman Heritage Series- Drops in a Bucket & Other Songs, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
May 19, 2016 Thursday	My Place Economy Extended Stay Grand Opening, 11:00 AM to 2:00 PM- 3074 Decker Lake Drive
May 19, 2016 Thursday	36th Annual Crossing Guards' Appreciation and Awards Banquet, 6:30 PM- 7:30 PM- 5055 Westridge Blvd
May 20, 2016 Friday	Free Movies in the Park (Movie: Turbo), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
May 24, 2016 Tuesday	Silent Hero Breakfast, 8:00 AM- 9:30 AM- Granite Education Foundation, 2500 S State Street- Five Story Building Room #D102
May 26, 2016 Thursday	Summer at the Station Concert
May 30, 2016 Monday	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5th Tuesday
<u>June</u>	
June 3, 2016 Friday	Free Movies in the Park (Movie: Bee Movie), Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
June 7, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
June 9, 2016 Thursday	Summer at the Station Concert

DRAFT

June 9, 2016 Thursday	Slipknot with Marilyn Manson, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 11, 2016 Saturday	Westshire Annual Breakfast, 8:00 AM- 10:30 AM- 4000 South 2600 West
June 13, 2016- June 24, 2016 Thursday- Sunday	WestFest- Centennial Park, 5405 West 3100 South
June 14, 2016 Tuesday	Steely Dan/Steve Winwood, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
June 15, 2016 Wednesday	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
June 17, 2016 Friday	Free Movies in the Park (Movie: TBD), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
June 23, 2016 Thursday	Summer at the Station Concert
June 24, 2016 Friday	Jason Aldean, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 25, 2016 Saturday	Boston, 7:30 PM, USANA Amphitheatre, 5125 South 6400 West
June 30, 2016 Thursday	Healing Wall Opening Ceremony, 5:00 PM- 6:00 PM Centennial Park, 5415 West 3100 South
June 30, 2016 – July 4, 2016	Traveling Vietnam Memorial Replica "The Healing Wall"- Centennial Park, 5415 West 3100 South
<u>July</u> July 4, 2016 Monday	Independence Day Holiday- City Hall Closed
July 7, 2016 Thursday	Summer at the Station Concert
July 8, 2016 Friday	Free Movies in the Park (Movie: Madagascar 3), Starts at Dusk (Approx. 9:30 PM)- Fairbourne

DRAFT

	Station, 2900 West Lehman Ave
July 9, 2016 Saturday	Bret Michaels, 4:00 PM- USANA Amphitheatre, 5125 South 6400 west
July 10, 2016 Sunday	G-Eazy "Endless Summer Tour", 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 12, 2016 Tuesday	Pitbull, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 16, 2016 Saturday	The Piano Guys, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 20, 2016 Wednesday	Korn & Rob Zombie, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 Thursday	Keith Urban feat. Brett Eldredge, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 Thursday	Summer at the Station Concert
July 25, 2016 Monday	Pioneer Day Holiday- City Hall Closed
July 26, 2016 Tuesday	Weezer/ Panic at the Disco, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
July 29, 2016 Friday	Florida Georgia Line, 7:00 PM- USANA Amphitheatre, 5125 South 5400 West
July 29, 2016 Friday	Free Movies in the Park (Movie: Rio), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
<u>August</u> August 2, 2016 Tuesday	National Night Out/ No City Council Meetings
August 4, 2016 Thursday	Summer at the Station Concert
August 12, 2016 Friday	Free Movies in the Park (Movie: Kung Fu Panda 3), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South

DRAFT

August 18, 2016 Thursday	Summer at the Station Concert
August 20, 2016 Saturday	Josh Groban with Special Guest Sarah McLachlan, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 21, 2016 Sunday	Journey and The Doobie Brothers, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 26, 2016 Friday	5 Seconds of Summer, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 27, 2016 Saturday	Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 29, 2016 Monday	Heart, Cheap Trick, and Joan Jett, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 30, 2016	No Council Meetings- 5th Tuesday
<u>September</u>	
September 2, 2016 Friday	The Dixie Chicks, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 5, 2016 Monday	Labor Day Holiday- City Hall Closed
September 11, 2016 Sunday	Black Sabbath, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
September 16, 2016 Friday	Def Leppard with REO Speed Wagon and Tesla, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 17, 2016 Saturday	Dirks Bentley, TBD- USANA Amphitheatre, 5125 South 6400 West
September 21, 2016 Wednesday	Lake Park Golf Social, 8 AM- 2 PM- Stonebridge, 4415 Links Drive
September 22, 2016 Thursday	Blink 182, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 30, 2016	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125

DRAFT

Friday	South 6400 West
<u>October</u>	
October 1, 2016 Saturday	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West
October 4, 2016 Tuesday	RDA, HA, and BA Meetings Scheduled
October 13, 2016 Thursday	Brantley Gilbert, TBD- USANA Amphitheatre, 5125 South 6400 West
<u>November</u>	
November 11, 2016 Friday	Veteran's Day Holiday
November 24, 2016 Thursday	Thanksgiving Holiday- City Hall Closed
November 29, 2016	No Council Meetings- 5th Tuesday
<u>December</u>	
December 27, 2016	No Council Meetings- Christmas

Councilmember Buhler and Councilmember Lang informed they would be attending the Crossing Guards Dinner scheduled the upcoming Thursday evening.

Mayor Bigelow inquired if anyone would be attending the ribbon cutting at the MyPlace Hotel on Thursday.

City Manager, Wayne Pyle, advised he could possibly attend that event and, if not, he would make certain the City had representation.

C. **POTENTIAL FUTURE AGENDA ITEMS**

Councilmember Christensen stated a new chairperson needed to be appointed to the Sister City Committee.

The City Council briefly discussed the Sister City in Mexico and whether this would continue to proceed forward.

11. **COUNCIL REPORTS**

A. **COUNCILMEMBER TOM HUYNH – RECENT PRESENTATION BY POLICE CHIEF**

Councilmember Huynh advised he recently had attended a meeting where Chief Russo made a well-received presentation, and Councilmember Huynh commended the Chief on a great job.

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B. **COUNCILMEMBER STEVE BUHLER – FIRE OPS TRAINING MAY 14, 2016**

Councilmember Buhler stated he attended the Fire Ops training held the previously Saturday, May 14th. He indicated CPR machines and battery operated Jaws of Life equipment would be extremely beneficial and the City should prioritize equipping trucks with that technology.

He also advised of a County-wide training to help police departments and medical response teams coordinate to enter a school if there were an attach. He stated that in talking to firefighters at this training, recovery time and coverage was something the City needed to further provide. He indicated he had expressed his personal verbal support to the Fire Department.

12. **MOTION FOR EXECUTIVE SESSION**

Councilmember Lang moved to adjourn and reconvene in an Executive Session for discussion of pending litigation and disposition of real property. Councilmember Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY, MAY 17, 2016, WAS ADJOURNED AT 6:00 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, May 17, 2016.

_____
Nichole Camac
City Recorder

DRAFT

THE WEST VALLEY CITY COUNCIL RECONVENED IN EXECUTIVE SESSION ON TUESDAY, MAY 17, 2016, AT 6:06 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3

ABSENT: Steve Vincent, Councilmember District 4 (Excused)

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/HR Director
Eric Bunderson, City Attorney

The City Council met in Executive Session and discussed pending litigation and disposition of real property.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE EXECUTIVE SESSION OF MAY 17, 2016, 2016, WAS ADJOURNED AT 6:26 P.M. BY MAYOR BIGELOW.

_____
Nichole Camac
City Recorder

DRAFT

The Regular Meeting of the West Valley City Council will be held on Tuesday, June 7, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted June 2, 2016 at 10:00 AM

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Steve Vincent

4. Special Recognitions

5. Approval of Minutes:

   A. May 17, 2016

6. Awards, Ceremonies and Proclamations:

   A. Employee of the Month Award, June 2016- Rachelle Hill, Legal Department

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2015-2016 Budget

Action: Consider Ordinance 16-27, Amending the Budget of West Valley City for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

B. Accept Public Input Regarding Application ZT-6-2016, Filed by West Valley City, Requesting a Zone Text Amendment to Section 7-2-116 of the West Valley City Municipal Code Regarding Firework Storage Containers

Action: Consider Ordinance 16-28, Amending Section 7-2-116 of the West Valley City Municipal Code to Clarify Provisions Governing the Storage of Fireworks

9. Resolutions:

A. 16-93: Approve a Memorandum of Understanding Between West Valley City and the Federal Bureau of Investigation ("FBI") Child Exploitation Task Force ("CETF")

10. New Business:

    A. Consider Application S-2-2016, Filed by Fred Albert, Requesting Final Plat Approval for the Albert Acres Subdivision Located at 3681 South 5600 West

    B. Consider Application S-6-2016, Filed by Roger Chase, Requesting Final Plat Approval for the Chase Meadows Subdivision Located at 3380 West 3100 South

11. Motion for Executive Session

12. Adjourn

WEST VALLEY CITY REDEVELOPMENT AGENCY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

STEVE BUHLER, CHAIR
TOM HUYNH, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, June 7, 2016, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted June 2, 2016, 10:00 AM

A G E N D A

1. Call to Order- Chair Steve Buhler

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:
   A. May 3, 2016

   B. May 10, 2016 (Special Meeting)

5. Communications

6. Report of Chief Executive Officer

7. Public Hearings:
   A. Accept Public Input Regarding Re-Opening the FY 2015-2016 Budget

      Action: Consider Resolution 16-10, Amending the Budget of the West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

B. Accept Public Input Regarding the FY 2016-2017 Tentative Budget

Action: Consider Resolution 16-11, Adopting the Annual Budget for the West Valley City Redevelopment Agency for the Fiscal Year Commencing July 1, 2016 and Ending June 30, 2017

8. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

WEST VALLEY CITY HOUSING AUTHORITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

LARS NORDFELT, CHAIR
STEVE VINCENT, VICE CHAIR

The Regular Meeting of the West Valley City Housing Authority will be held on Tuesday, June 7, 2016, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted June 2, 2016, 10:00 AM

A G E N D A

1. Call to Order- Chair Lars Nordfelt

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:
   A. May 3, 2016

   B. May 10, 2016 (Special Meeting)

5. Communications

6. Report of Executive Director

7. Public Hearings:
   A. Accept Public Input Regarding Re-Opening the FY 2015-2016 Budget

      Action: Consider Resolution 16-03, Amending the Budget of the West Valley City Housing Authority for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

B. Accept Public Input Regarding FY 2016-2017 Tentative Budget

Action: Consider Resolution 16-04, Adopting the Annual Budget for the West Valley City Housing Authority for the Fiscal Year Commencing July 1, 2016 and Ending June 30, 2017

8. Resolutions:
   A. 16-05: Authorize the Expenditure of Certain Public Housing Funds for the Development of Public Housing in Cooperation with Other Concerned Entities

9. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

WEST VALLEY CITY MUNICIPAL BUILDING AUTHORITY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

DON CHRISTENSEN, CHAIR
KAREN LANG, VICE CHAIR

The Regular Meeting of the West Valley City Municipal Building Authority will be held on Tuesday, June 7, 2016, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted June 2, 2016, 10:00 AM

A G E N D A

1. Call to Order- Chair Don Christensen

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. May 3, 2016

   B. May 10, 2016 (Special Meeting)

   C. May 17, 2016 (Special Meeting)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

5. Communications

6. Report of Chief Executive Officer

7. Public Hearings:

   A. Accept Public Input Regarding the Issuance and Sale of Not More Than $36,000,000 Aggregate Principal Amount of Lease Revenue and Refunding Bonds, Series 2016 (The "Bonds") and to Allow Public Input Regarding Any Potential Economic Impact that the Improvements, Facility or Property Financed in Whole or in Part with the Proceeds of the Bonds May Have on the Private Sector; and Related Matters

   B. Accept Public Input Regarding Re-Opening the FY 2015-2016 Budget

      Action: Consider Resolution 16-04, Amending the Budget of the Municipal Building Authority of West Valley City for the Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

   C. Accept Public Input Regarding the FY 2016-2017 Tentative Budget

      Action: Consider Resolution 16-05, Adopting the Annual Budget for the Municipal Building Authority of West Valley City for the Fiscal Year Commencing July 1, 2016 and Ending June 30, 2017

8. Adjourn

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____

Budget Opening Required: ☐

ISSUE:

Renew contracts with SelectHealth for medical benefits to the City's employees.

SYNOPSIS:

Renew the contracts for Fiscal Year 2016-2017.

BACKGROUND:

SelectHealth has been providing medical benefits for West Valley City for the past eleven years. Since SelectHealth has been providing benefits, the City has also contracted with them to provide retiree benefits and post 65 benefits. This year we negotiated a 14% increase.

RECOMMENDATION:

Approve the resolution.

SUBMITTED BY:

Paul Isaac, Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS WITH SELECTHEALTH TO PROVIDE INSURANCE BENEFITS AND SERVICES FOR CITY EMPLOYEES FOR FISCAL YEAR 2016-2017.

WHEREAS, West Valley City currently offers health insurance benefits and services to its employees through an Agreement with SelectHealth, Inc.; and

WHEREAS, the City desires to continue to provide said health benefits and services to its employees; and

WHEREAS, a series of Agreements have been prepared for execution by and between the City and SelectHealth. Those Agreements, copies of which are attached hereto and entitled, "Select Value," "Select Med PLUS," and "Select Care PLUS," describe the rights, duties, and obligations of each of the parties with respect to the provision of health insurance benefits and services for City employees; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the employees and citizens of West Valley City to enter into the Agreements with SelectHealth for employee health insurance benefits and services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreements between the City and SelectHealth are hereby approved in substantially the form attached, and that upon approval of the final form of the Agreements by the City Manager and the City Attorney's Office, the Mayor is hereby authorized to execute said Agreements for and on behalf of West Valley City.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____day of _____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

2016

Medical Contract

GROUP APPLICATION

Product	**Select Value**
Employer	**WEST VALLEY CITY**
Employer Contact	**PAUL ISAAC**
Employer Address	**3600 S 2700 W**
	WEST VALLEY CITY, UT 84119

Affiliated Businesses/Subsidiaries Covered by this Application

Employer is hereby applying for, and agreeing to, the terms of the attached Group Health Insurance Contract with SelectHealth, 5381 Green Street, Murray, Utah 84123. SelectHealth is entering into this Contract in reliance upon the underwriting information supplied by the employer, which shall be considered to be material representations of fact by employer to SelectHealth. SelectHealth and employer agree upon the following:

1. Monthly Premiums.

On or before the first day of each month, employer shall pay the following Premiums to SelectHealth:

$ 492.30	for each single party enrollment
$ 1055.20	for each Subscriber plus spouse enrollment
$ 1055.20	for each Subscriber plus child enrollment
$ 1420.00	for each Subscriber plus children enrollment
$ 1420.00	for each family enrollment

2. Eligibility, Prepayment and Enrollment Criteria.

In order to be Eligible, your employees and their Dependents must meet the criteria for participation and enrollment specified in this Group Application and elsewhere in the Contract. A person may only be considered an employee if the employer withholds and pays to the government Social Security and Medicare taxes and income tax withholding on the employee's wages.

2.1 Scheduled hours of work per week.

Employees must be scheduled to work 20 hours per week to be Eligible for coverage under the Plan, unless the employer is required to offer them coverage under the Affordable Care Act. During the Employer Waiting Period, the employee must work the minimum required hours except for paid time off or time the employee does not work due to health status, a medical condition, the receipt of health care, or disability. SelectHealth may require documentation to verify the number of hours an employee has worked.

2.2 Portion of Premium employer must contribute.

$386.08	for each single party enrollment
$827.44	for each two party enrollment
$1113.76	for each family enrollment

2.3 Limiting Age.

Children are eligible to the age of 26 except where the child meets the criteria for disabled children specified in Section 2-"Eligibility" of the Certificate.

2.4 Retirees.

Retirees are covered. Refer to Section 4.2.

2.5 Domestic Partners.

Domestic partners are covered. Refer to the Domestic Partner Optional Benefit in Appendix B-"Optional Benefits" of the Certificate.

2.6 Leave of Absence.

Eligible employees may be granted up to a 60 day leave of absence by employer or up to the time allowed for a qualifying leave under the Family Medical Leave Act. Leave time can only be accrued and used by the employee using the leave time. Leave banks beyond what is required by the FMLA, i.e. where employees share or purchase leave time from other employees, are not allowed.

2.7 Initial Eligibility Period.

The Initial Eligibility Period is 31 days.

2.8 Waiting Period.

There is no Employer Waiting Period for employees and the Effective Date is the first day of the next calendar month following the date of employment. There is no Employer Waiting Period for employees hired on the first of the month and the Effective Date for these employees is the date of employment.

2.9 Other employees.

Leased employees and independent contractors are not Eligible for coverage by SelectHealth.

2.10 Termination.

Coverage will terminate on the end of the calendar month in which Subscriber and/or Dependents lose Eligibility. When a loss of Eligibility is not reported in a timely fashion as required by the Contract and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

3. Duration of Contract.

This Contract is effective on July 1, 2016 to June 30, 2017, for a term of 12 months.

4. Additional Terms.

4.1 Certificates of Creditable Coverage.

SelectHealth will provide the certificates of creditable coverage required under the Health Insurance Portability and Accountability Act of 1996. SelectHealth will not be responsible for sending certificates to any employee that may have terminated employment while still in an Employer Waiting Period (i.e., before the employee's Effective Date).

4.2 Additional Eligibility.

The Member must live, work, or reside in the Service Area of this product, as detailed in Certificate provision 4.2.3 “Leaving the Service Area”.

A pre-65 retiree is any employee who retires from the City and can receive an immediate benefit from the Utah State Retirement System, or any appointed employee or elected official who completes four years of service, (vesting period) with West Valley City or an elected official, i.e. Mayor or City Council member who completes their term of office and is not re-elected.

Employees who are currently covered under an insurance plan through COBRA may be eligible to receive this retirement benefit if allowed under COBRA regulations and the attached Contract. COBRA eligibility/ coverage runs concurrently while covered under a retiree plan. For example, if an employee retires and is eligible for the Pre-65 or Post-65 retiree medical plan, and selects coverage, COBRA eligibility is automatically in effect.

A post-65 retiree is anyone who is active on the plan prior to reaching the age of 65 who has retired under the definition above, and who elects to continue coverage.

It should also be noted that an employee, if active on the plan prior to retirement, may elect any kind of coverage, i.e. family, 2-party, or single, as long as the employee is part of the plan. A retiree cannot just cover his/her spouse without being covered as well. In the event of a death, the surviving spouse of the retiree may continue coverage as long as premiums are paid in full to the City. Coverage is terminated if the spouse remarries, or otherwise becomes eligible for other medical insurance. Post-65 retirees must sign up for Medicare Part A & B when eligible.

A pre-65 retiree may only be on the pre-65 retiree plan for a maximum of 10 years. COBRA eligibility runs concurrently while being covered under the plan.

Retirees who obtain other coverage shall lose eligibility on the West Valley City plan as of the effective date of the other insurance.

Product: **Select Value**

Effective Date: **July 1, 2016**

Acknowledged and agreed:

Employer: **WEST VALLEY CITY**

By: _____

Printed Name: _____

Title: _____

Date: _____

SelectHealth:

By: _____

Printed Name: Patricia R. Richards

Title: President / Chief Executive Officer

Date: 5/13/2016

medical
contract

selecthealth®

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SECTION 1 INTRODUCTION

1.1 Contract

This group health insurance contract (Contract) is made between SelectHealth, Inc. (we or us) and the employer indicated in the Group Application (you). In exchange for your payment of Premium, we provide defined healthcare Benefits to Members. Any payment of Premium will constitute your agreement to the terms of the Contract, regardless of whether you have actually signed the Group Application.

1.2 SelectHealth

SelectHealth is an HMO licensed by the State of Utah located at 5381 Green Street, Murray, Utah 84123. We are affiliated with Intermountain Healthcare, but are a separate company. The Contract does not involve Intermountain Healthcare or any other affiliated Intermountain companies, or their officers or employees. Such companies are not responsible for our obligations or actions.

1.3 Agency

You do not have the authority to act as our agent. We are not your agent for any purpose. You agree to act in a timely and diligent manner as the agent of your Subscribers for certain purposes, such as enrollment and termination procedures, providing consent to release information, and agreeing to the conditions in the Contract.

1.4 Administration of Contract

We may adopt reasonable policies, rules, and procedures to help in the administration of the Contract. You agree to abide by all such reasonable policies, rules, and procedures that are not inconsistent with the Contract.

1.5 ERISA and SelectHealth's Authority

If the Contract is part of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), you or your designated employee(s) will be the plan administrator and in that capacity hereby delegate to us the following discretionary authority:

Benefits under the Contract will be paid only if we decide in our discretion that the Claimant is entitled to them. We also have discretion to determine Eligibility for Benefits and to interpret the terms and conditions of the benefit plan. Our determinations under this reservation of discretion do not prohibit or prevent a Claimant from seeking judicial review in federal court.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when a Claimant seeks judicial review of our determination of Eligibility for Benefits, the payment of Benefits, or interpretation of the terms and conditions applicable to the health benefit plan.

We are an insurance company that insures the Employer Plan and the federal court will determine the level of discretion that it will accord our determinations.

If the Contract is not part of an employee benefit plan subject to ERISA, this Provision 1.5 does not apply and is not considered part of the Contract.

SECTION 2 PREMIUM

2.1 Employer Responsibility

Coverage under the Contract is contingent upon your timely payment of Premium. The monthly Premium amount and due date are set forth in the Group Application. Your obligation to make Premium payments is not contingent upon your ability to collect any Subscriber contributions.

2.2 Premium Rates

The Premium rates specified in the Group Application will remain the same until the end of the Contract term. However, we may reasonably modify the Premium if federal or state laws or regulations mandate that we adjust Benefits under the Contract.

2.3 Grace Period

There is a 30-day Grace Period for the payment of Premium. We will continue to pay Benefits during the Grace Period, but you will be responsible for reimbursing us for the amount of any Benefits paid if you fail to pay Premium.

2.4 Refund of Premium

We are entitled to offset from any refund the amount of any claims paid for such individuals before you notified us that they were not Eligible.

SECTION 3 COVERAGE

3.1 Certificate of Coverage

We will provide you with a copy of each applicable Certificate of Coverage, which describes the Benefits offered under the Contract in exchange for your payment of Premium.

3.2 Administrative Processes

We establish reasonable administrative processes for claims adjudication, Member Services, Healthcare Management, and other functions. Members and Participating Providers and Facilities are required to cooperate with these processes when obtaining and providing Covered Services.

3.3 No Vested Rights

No Member has a vested right to any Covered Services. Changes to the Contract may be made without consulting with, or obtaining the consent of, Members. The rights and interest of Members at any particular time depend on the Contract terms in effect at that time.

SECTION 4 ELIGIBILITY AND ENROLLMENT

4.1 Eligibility

In consultation with us, you decide which categories of employees, retirees and Dependents are Eligible to become Members and establish related Eligibility requirements. The Eligibility criteria are specified in the Certificate of Coverage and the Group Application. You may not change, extend, expand, or waive the Eligibility criteria without first obtaining the advance, written approval of an officer of SelectHealth. Only individuals who continuously satisfy the Eligibility criteria of the Contract may be enrolled and continue as Members. You, your Subscribers, and their Dependents are responsible for obtaining and submitting to us evidence of Eligibility.

4.2 Changes in Member Information or Eligibility

You must notify us within 31 days whenever there is a change in a Member's situation that may affect Eligibility or enrollment. This includes the following events:

a. Adoption of a child, birth of a child, or gaining legal guardianship of a child;

b. Child loses Dependent status;

c. Death;

d. Divorce;

e. Marriage;

f. Involuntary loss of other coverage;

g. Member called to active military duty;

h. You receive a Qualified Medical Child Support Order (QMCSO);

i. Reduction in employment hours;

j. Subscriber takes, returns from, or does not return from a leave of absence;

k. Termination of employment; and

l. Other events as required by federal law.

If you fail to notify us within 31 days of a Member's termination from employment or other event that results in the loss of a Member's Eligibility, you agree to promptly pay us any amounts paid as Benefits for such Member before we were notified.

4.3 Enrollment

In order for an Eligible individual to receive Benefits, you must enroll the individual, we must accept the individual as a Member, and you must pay the applicable Premiums. You agree to limit enrollment to Subscribers and their Dependents. You are responsible for submitting the enrollment materials we require.

4.4 Enrolling a Dependent Because of a Court Order

We will enroll Dependents as the result of a valid court order. Compliance with, and administration of, court orders, including Qualified Medical Child Support Orders (QMCSO's), is your responsibility. When you direct us to enroll an individual on the basis of a QMCSO, we reserve the right to review and confirm that the order is qualified.

4.5 COBRA or Utah mini-COBRA Coverage (Continuation Coverage)

Continuation Coverage is your obligation. We are not the administrator of Continuation Coverage procedures and requirements. We agree to assist you in providing Continuation Coverage in certain circumstances. It is your responsibility to timely: notify persons entitled to Continuation Coverage, notify us of such individuals, and collect and submit to us all applicable Premiums. If the Contract is terminated, Continuation Coverage with us will terminate. You are responsible for obtaining substitute coverage. You may engage the services of a third party contractor to assist with the administration of Continuation Coverage.

4.5.1 Minimum Extent

Continuation Coverage will only be provided for the minimum time and only to the minimum extent required by applicable state and federal law. We will not provide Continuation Coverage if you or the Member fails to strictly comply with all applicable notice and other requirements and deadlines.

4.5.2 Documentation

You are required to provide sufficient documentation of a Member's eligibility for Continuation Coverage. We determine whether the documentation is sufficient.

4.6 Right to Decline Enrollment

We may decline to enroll individuals who do not satisfy the Eligibility criteria of the Contract.

SECTION 5 RESPONSIBILITIES OF THE PARTIES

5.1 Compliance

Each party is responsible for its own compliance with applicable laws, rules, and regulations. For you, this includes the reporting and disclosure requirements of ERISA, all applicable requirements under Titles I and II of HIPAA, and any other state and federal requirements that apply to the Employer Plan. You must notify us when you receive Medicare secondary payer information.

5.2 Indemnification

We agree to defend and indemnify you from and against any claims or other liability based upon our failure to comply with our obligations under the Contract.

You agree to defend and indemnify us from and against any claims or other liability based upon your failure to comply with your obligations under the Contract.

5.3 Reports

We will help you comply with applicable federal reporting requirements by providing you with necessary Benefits information in our possession.

5.4 Internal Revenue Code (IRC) Section 6055 Reporting

You agree to request the Social Security Numbers of your Employees and their Dependents, and provide this information to us, in the time and manner required by IRC Section 6055.

5.5 Summary of Benefits and Coverage (SBC)

We agree to provide you with an SBC as defined by the Affordable Care Act (ACA). You agree to distribute the SBC to eligible individuals in the time and manner required by applicable law. We agree to provide the Uniform Glossary of Terms, as defined by the ACA, on our website. We also agree to distribute the SBC and Uniform Glossary of Terms created by us to those Members who contact us directly. You agree to indemnify and hold us harmless in the event that you fail to make any required distributions of the SBC, make any modifications to the SBC, or decide to use your own SBC.

SECTION 6 TERMINATION

6.1 Reasons for Termination

The Contract, and coverage for all Members under the Contract, can terminate for the reasons listed below.

6.1.1 Termination by Employer

You may terminate the Contract by providing us with written notice prior to the date you wish coverage to end. If you properly notify us, coverage will terminate on the last day of the month for which Premium has been paid. We will not accept retroactive termination dates.

6.1.2 Termination of Employer Group by SelectHealth

Your coverage under the Contract may be terminated for any of the following reasons:

a. You fail to pay Premiums in accordance with the Contract. Partial payment will be treated as nonpayment unless we, at our sole discretion, indicate otherwise in writing;

b. You perform an act or practice that constitutes fraud or make an intentional misrepresentation of material fact under the terms of the coverage;

c. No Members live, reside, or work in the Service Area;

d. Your membership in an association, through which the Contract was made available, ceases;

e. We cease to offer this particular health benefit product in accordance with applicable state and federal law. In such instance, we will give you at least 90 days advance notice;

f. We withdraw from the market in accordance with applicable state and federal law. In such instance, we will give you at least 180 days advance notice; or

g. You fail to satisfy our minimum participation requirements, if applicable.

6.1.3 Employer Notice of Termination to Subscribers

It is your responsibility to provide Subscribers a 30-day written notice of the Contract's termination. We will provide you a sample notice upon request.

6.2 Rescission

Rescission may only occur for fraud or intentional misrepresentation of material fact. You agree to only request a Member's Rescission in these limited circumstances and to hold SelectHealth harmless for any improper Rescission that you request.

6.3 Liability for Services After Termination

We do not cover Services obtained after the date of termination, regardless of when a condition arose and despite care or treatment anticipated or already in progress.

SECTION 7 GENERAL

7.1 Binding Effect

The Contract contains the entire agreement between the parties. In the event you have received a written proposal, your compliance with the minimum enrollment and underwriting factors set forth in the proposal is a condition to the effectiveness of the Contract. The Contract is binding upon you, us, Members and their heirs, personal representatives and assignees.

7.2 Partial Invalidity

If any provision of the Contract is held to be unenforceable, it will be deemed to be omitted and the remaining provisions shall continue in full force and effect.

7.3 Non-Assignability

The parties to the Contract agree that they may not transfer or assign their rights or obligations without the advance written approval of the other party.

7.4 Choice of Law

The Contract will be interpreted and enforced according to the laws and regulations of the State of Utah and any applicable federal laws or regulations. If an inconsistency exists between the Contract and any applicable law, the Contract will be construed to include the minimum requirements of the applicable law.

7.5 Right to Audit Employer Records

We reserve the right to audit your personnel and/or payroll records to verify the status and Eligibility of Members.

7.6 Term

The term of the Contract is specified in the Group Application.

7.7 Circumstances Beyond Control

Neither party will be responsible for a delay in performing its obligations under the Contract due to circumstances reasonably beyond its control, such as natural disaster, epidemic, riot, war, terrorism, or nuclear release.

7.8 Workers' Compensation Insurance

The Contract does not provide or replace workers' compensation coverage for your employees.

7.9 No Waiver

Failure by either party to insist upon strict compliance with any part of the Contract or with any procedure or requirement will not result in a waiver of its right to insist upon strict compliance in any other situation.

7.10 Notices

All required notices shall be sent by at least first class mail.

a. Any notice we are required to send will be sufficient if mailed to the address we have on record.

b. Any notice we are required to send to a Dependent will be sufficient if given to the Subscriber.

c. Any notice you are required to send to us will be sufficient if mailed to the principal office of SelectHealth in Murray, Utah.

d. We do not provide COBRA notification services.

SECTION 8 DEFINITIONS

The Contract contains certain defined terms that are capitalized in the text and described in this section. Words that are not defined have their usual meaning in everyday language.

8.1 Affordable Care Act (ACA)

The Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 and associated regulations.

8.2 Optional Benefit

Additional coverage purchased by you as noted in the Certificate that modifies Limitations and/or Exclusions.

8.3 Benefit(s)

The payments and privileges to which Members are entitled by the Contract.

8.4 Certificate of Coverage (Certificate)

The document(s), considered part of the Contract, which describe(s) the terms and conditions of the health insurance Benefits with us. The Member Payment Summary and any endorsements are attached to, and considered part of, the Certificate.

8.5 COBRA Coverage

Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

8.6 Continuation Coverage

COBRA Coverage and/or Utah mini-COBRA coverage.

8.7 Contract

The group health insurance contract, including the Group Application, the Certificate of Coverage and all other documents expressly referred to and incorporated by reference.

8.8 Covered Services

The Services listed in the Certificate in Section 8 Covered Services and applicable Optional Benefits and not excluded in the Certificate in Section 10 Limitations and Exclusions.

8.9 Dependents

A Subscriber's lawful spouse and any child who meets the Eligibility criteria set forth in the Certificate in Section 2 Eligibility, and the Group Application.

8.10 Effective Date

The date on which coverage for a Member begins.

8.11 Eligible, Eligibility

In order to be Eligible, a Subscriber and his/her dependents must meet the criteria for participation specified in the Group Application and in the Certificate in Section 2 Eligibility.

8.12 Employer Waiting Period

The time period that a Subscriber and any Dependents must wait after becoming Eligible for coverage before the Effective Date. Subject to approval by us, you specify the length of this period in the Group Application.

8.13 Employer Plan

The group health plan sponsored by you and insured under the Contract.

8.14 ERISA

The Employee Retirement Income Security Act (ERISA), a federal law governing employee benefit plans.

8.15 Exclusion(s)

Situations and Services that are not covered by us under the Plan. Most Exclusions are set forth in the Certificate in Section 10 Limitations and Exclusions, but other provisions throughout the Certificate and the Contract may have the effect of excluding coverage in particular situations.

8.16 Facility

An institution that provides certain healthcare Services within specific licensure requirements.

8.17 Group Application

A form we use both as your application for coverage and to specify group-specific details of coverage. The Group Application may contain modifications to the language of the Contract. It also demonstrates your acceptance of the Contract. Other documents, such as Endorsements, may be incorporated by reference into the Group Application.

8.18 Grace Period

A specified period of time after a Premium is due during which coverage under the Contract continues and you may pay the Premium.

8.19 Limitation(s)

Situations and Services in which coverage is limited by us under the Plan. Most Limitations are set forth in the Certificate in Section 10 Limitations and Exclusions, but other provisions throughout the Certificate and the Contract may have the effect of limiting coverage in particular situations.

8.20 Member

A Subscriber and any Dependents, when properly enrolled in the Plan and accepted by us.

8.21 Member Payment Summary

A summary of Benefits by category of service, attached to and considered part of the Certificate.

8.22 Plan

The specific combination of Covered Services, Limitations, Exclusions, and other requirements agreed upon between you and us as set forth in the Certificate and the Contract.

8.23 Plan Sponsor

As defined in ERISA. The Plan Sponsor is typically the employer.

8.24 Premium(s)

The amount you periodically pay to us as consideration for providing Benefits under the Plan. The Premium is specified in the Group Application.

8.25 Provider

A vendor of healthcare Services licensed by the state where Services are provided and that provides Services within the scope of its license.

8.26 Qualified Medical Child Support Order

A court order for the medical support of a child as defined in ERISA.

8.27 Rescission

A cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

8.28 Service Area

As defined in the Certificate(s) of Coverage.

8.29 Service(s)

Services, care, tests, treatments, drugs, medications, supplies, or equipment.

8.30 Subscriber

The individual with an employment or other defined relationship to the Plan Sponsor, through whom Dependents may be enrolled. Subscribers are also Members.

8.31 Utah mini-COBRA

Continuation coverage required by Utah law for employers with fewer than 20 employees.

	MEMBER PAYMENT SUMMARY **PARTICIPATING** *(In-Network)* When using participating providers, you are responsible to pay the amounts in this column. Services from nonparticipating providers are not covered (except emergencies).
CONDITIONS AND LIMITATIONS	
Lifetime Maximum Plan Payment - *Per Person*	None
Pre-Existing Conditions (PEC)	None
Benefit Accumulator Period	calendar year
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$250/$500
Total Out-of-Pocket Maximum - Per Person/Family (per calendar year) (Medical and Pharmacy Included in the Out-of-Pocket Maximum)	$2500/$7500
INPATIENT SERVICES	**PARTICIPATING**
Medical, Surgical and Hospice[4]	20% after deductible
Skilled Nursing Facility[4] - Up to 60 days per calendar year	20% after deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar year for all therapy types combined	20% after deductible
PROFESSIONAL SERVICES	**PARTICIPATING**
Office Visits & Minor Office Surgeries	
Primary Care Provider (PCP)[1]	$20
Secondary Care Provider (SCP)[1]	$30
Allergy Tests	See Office Visits Above
Allergy Treatment and Serum	20%
Major Surgery	20%
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**PARTICIPATING**
Primary Care Provider (PCP)[1]	Covered 100%
Secondary Care Provider (SCP)[1]	Covered 100%
Adult and Pediatric Immunizations	Covered 100%
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%
Diagnostic Tests: Minor	Covered 100%
Other Preventive Services	Covered 100%
OUTPATIENT SERVICES[4]	**PARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible
Emergency Room - *(Participating facility)*	$150 after deductible
Emergency Room - *(Nonparticipating facility)*	$150 after deductible
Intermountain InstaCare® Facilities, Urgent Care Facilities	$35
Intermountain KidsCare® Facilities	$20
Chemotherapy, Radiation and Dialysis	20% after deductible
Diagnostic Tests: Minor[2]	Covered 100%
Diagnostic Tests: Major[2]	20% after deductible
Home Health, Hospice, Outpatient Private Nurse	20% after deductible
Outpatient Rehab Therapy: Physical, Speech, Occupational *Up to 20 visits per calendar year for each therapy type*	$30 after deductible

See other side for additional benefits

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MEMBER PAYMENT SUMMARY

PARTICIPATING
(In-Network)

MISCELLANEOUS SERVICES	PARTICIPATING
Durable Medical Equipment (DME)[4]	20% after deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after deductible
Autism Spectrum Disorder *Applied behavior analysis and behavioral health services up to $30,000 or 600 hours/calendar year, whichever is greater*	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services
Maternity and Adoption[4,6]	See Professional, Inpatient or Outpatient
Cochlear Implants[4]	See Professional, Inpatient or Outpatient
Infertility - *Select Services* *(Max Plan Payment $1,500/ calendar year; $5,000 lifetime)*	*50% after deductible
Donor Fees for Covered Organ Transplants[4]	20% after deductible
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient
OPTIONAL BENEFITS	**PARTICIPATING**
Mental Health and Chemical Dependency - *Not Administered by SelectHealth*	Not Covered
Chiropractic - 800-678-9133	*$20 (up to 15 visits per calendar year)
Injectable Drugs and Specialty Medications[4]	20% after deductible
PRESCRIPTION DRUGS	
Prescription Drug List (formulary)	RxSelect®
Prescription Drugs - *Up to 30 Day Supply of Covered Medications*[4]	
Tier 1	$15
Tier 2	$30
Tier 3	$50
Tier 4	$100
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90®)-selected drugs*[4]	
Tier 1	$15
Tier 2	$60
Tier 3	$150
Generic Substitution Required	Generic required or must pay copay plus cost difference between name brand and generic

To remain compliant with state and federal regulations including the Affordable Care Act (ACA), these benefits are subject to change.

1 Refer to **selecthealth.org/findadoctor** to identify whether a provider is a primary or secondary care provider.

2 Refer to your Certificate of Coverage for more information.

3 Frequency and/or quantity limitations apply to some preventive care and MMS services.

4 Preauthorization is required for the following: all inpatient services; certain injectable drugs and specialty medications; certain prescription drugs; certain DME items and prosthetic items; maternity stays longer than two days for normal delivery or longer than four days for cesarean and all deliveries outside of the service area; home health nursing; pain management/pain clinic services; outpatient private nurse; organ transplants; cochlear implants and certain genetic tests. Benefits may be reduced or denied if you do not preauthorize certain services. Please refer to Section 11--"Healthcare Management", in your Certificate of Coverage, for details.

5 All deductible/copay/coinsurance amounts are based on the allowed amounts and not on the providers billed charges. Nonparticipating Providers or Facilities have not agreed to accept the Allowed Amount for Covered Services. When this occurs, you are responsible to pay for any charges that exceed the amount that SelectHealth pays for Covered Services. These fees are called Excess Charges, and they do not apply to your Out-of-Pocket Maximum.

6 SelectHealth provides a $4000 adoption indemnity as outlined by the state of Utah. Medical deductible, copay, or coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

* Not applied to Medical out-of-pocket maximum.

For more information, call Member Services at 800-538-5038 weekdays, from 7:00 a.m.to 8:00 p.m., and Saturdays from 9:00 a.m. to 2:00 p.m.

Select Value is administered and underwritten by SelectHealth.

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CONDITIONS AND LIMITATIONS	
Lifetime Maximum Plan Payment - *Per Person*	None
Pre-Existing Conditions (PEC)	None
Benefit Accumulator Period	calendar year
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$250/$500
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PROFESSIONAL SERVICES	**PARTICIPATING**
Office Visits & Minor Office Surgeries	
Primary Care Provider (PCP)[1]	$20
Secondary Care Provider (SCP)[1]	$30
Allergy Tests	See Office Visits Above
Allergy Treatment and Serum	20%
Major Surgery	20%
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after deductible
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Primary Care Provider (PCP)[1]	Covered 100%
Secondary Care Provider (SCP)[1]	Covered 100%
Adult and Pediatric Immunizations	Covered 100%
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%
Diagnostic Tests: Minor	Covered 100%
Other Preventive Services	Covered 100%
OUTPATIENT SERVICES[4]	**PARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible
Emergency Room - *(Participating facility)*	$150 after deductible
Emergency Room - *(Nonparticipating facility)*	$150 after deductible
Intermountain InstaCare® Facilities, Urgent Care Facilities	$35
Intermountain KidsCare® Facilities	$20
Chemotherapy, Radiation and Dialysis	20% after deductible
Diagnostic Tests: Minor[2]	Covered 100%
Diagnostic Tests: Major[2]	20% after deductible
Home Health, Hospice, Outpatient Private Nurse	20% after deductible
Outpatient Rehab Therapy: Physical, Speech, Occupational *Up to 20 visits per calendar year for each therapy type*	$30 after deductible

See other side for additional benefits

WEST VALLEY CITY CORPORATION G1007047 1001 L40A3668 07/01/2016

MEMBER PAYMENT SUMMARY

PARTICIPATING
(In-Network)

MISCELLANEOUS SERVICES	PARTICIPATING
Durable Medical Equipment (DME)[4]	20% after deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after deductible
Autism Spectrum Disorder *Applied behavior analysis and behavioral health services up to $30,000 or 600 hours/calendar year, whichever is greater*	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services
Maternity and Adoption[4,6]	See Professional, Inpatient or Outpatient
Cochlear Implants[4]	See Professional, Inpatient or Outpatient
Infertility - *Select Services* *(Max Plan Payment $1,500/ calendar year; $5,000 lifetime)*	*50% after deductible
Donor Fees for Covered Organ Transplants[4]	20% after deductible
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient
OPTIONAL BENEFITS	**PARTICIPATING**
Mental Health and Chemical Dependency - *Not Administered by SelectHealth*	Not Covered
Chiropractic - 800-678-9133	*$20 (up to 15 visits per calendar year)
Injectable Drugs and Specialty Medications[4]	20% after deductible
PRESCRIPTION DRUGS	
Prescription Drug List (formulary)	RxSelect®
Prescription Drugs - *Up to 30 Day Supply of Covered Medications*[4]	
Tier 1	$15
Tier 2	$30
Tier 3	$50
Tier 4	$100
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90®)-selected drugs*[4]	
Tier 1	$15
Tier 2	$60
Tier 3	$150
Generic Substitution Required	Generic required or must pay copay plus cost difference between name brand and generic

To remain compliant with state and federal regulations including the Affordable Care Act (ACA), these benefits are subject to change.

1 Refer to **selecthealth.org/findadoctor** to identify whether a provider is a primary or secondary care provider.

2 Refer to your Certificate of Coverage for more information.

3 Frequency and/or quantity limitations apply to some preventive care and MMS services.

4 Preauthorization is required for the following: all inpatient services; certain injectable drugs and specialty medications; certain prescription drugs; certain DME items and prosthetic items; maternity stays longer than two days for normal delivery or longer than four days for cesarean and all deliveries outside of the service area; home health nursing; pain management/pain clinic services; outpatient private nurse; organ transplants; cochlear implants and certain genetic tests. Benefits may be reduced or denied if you do not preauthorize certain services. Please refer to Section 11--"Healthcare Management", in your Certificate of Coverage, for details.

5 All deductible/copay/coinsurance amounts are based on the allowed amounts and not on the providers billed charges. Nonparticipating Providers or Facilities have not agreed to accept the Allowed Amount for Covered Services. When this occurs, you are responsible to pay for any charges that exceed the amount that SelectHealth pays for Covered Services. These fees are called Excess Charges, and they do not apply to your Out-of-Pocket Maximum.

6 SelectHealth provides a $4000 adoption indemnity as outlined by the state of Utah. Medical deductible, copay, or coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

* Not applied to Medical out-of-pocket maximum.

For more information, call Member Services at 800-538-5038 weekdays, from 7:00 a.m.to 8:00 p.m., and Saturdays from 9:00 a.m. to 2:00 p.m.

Select Value is administered and underwritten by SelectHealth.

medical

certificate of coverage

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SECTION 1 INTRODUCTION

1.1 This Certificate

This Certificate of Coverage describes the terms and conditions of the health insurance Benefits provided under your employer's Group Health Insurance Contract with SelectHealth, Inc. Please read it carefully and keep it for future reference. Technical terms are capitalized and described in Section 16 Definitions. Your Member Payment Summary, which contains a quick summary of the Benefits by category of service, is attached to and considered part of this Certificate.

1.2 SelectHealth

SelectHealth is an HMO licensed by the State of Utah. SelectHealth is affiliated with Intermountain Healthcare, but is a separate company. The Contract does not involve Intermountain Healthcare or any other affiliated Intermountain companies, or their officers or employees. Such companies are not responsible to you or any other Members for the obligations or actions of SelectHealth.

1.3 Managed Care

SelectHealth provides managed healthcare coverage. Such management necessarily limits some choices of Providers and Facilities. The management features and procedures are described by this Certificate. The Plan is intended to meet basic healthcare needs, but not necessarily to satisfy every healthcare need or every desire Members may have for Services.

1.4 Your Agreement

As a condition to enrollment and to receiving Benefits from SelectHealth, you (the Subscriber) and every other Member enrolled through your coverage (your Dependents) agree to the managed care features that are a part of the Plan in which you are enrolled and all of the other terms and conditions of this Certificate and the Contract.

1.5 No Vested Rights

You are only entitled to receive Benefits while the Contract is in effect and you, and your Dependents if applicable, are properly enrolled and recognized by SelectHealth as Members. You do not have any permanent or vested interest in any Benefits under the Plan. Benefits may change as the Contract is renewed or modified from year to year. Unless otherwise expressly stated in this Certificate, all Benefits end when the Contract ends.

1.6 Administration

SelectHealth establishes reasonable rules, regulations, policies, procedures, and protocols to help it in the administration of your Benefits. You are subject to these administrative practices when receiving Benefits, but they do not change the express provisions of this Certificate or the Contract.

1.7 Non-Assignment

Benefits are not assignable or transferable. Any attempted assignment or transfer by any Member of the right to receive payment from SelectHealth will be invalid unless approved in advance in writing by SelectHealth.

1.8 Notices

Any notice required of SelectHealth under the Contract will be sufficient if mailed to you at the address appearing on the records of SelectHealth. Notice to your Dependents will be sufficient if given to you. Any notice to SelectHealth will be sufficient if mailed to the principal office of SelectHealth. All required notices must be sent by at least first class mail.

1.9 Nondiscrimination

SelectHealth will not discriminate against any Member based on race, sex, religion, national origin, or any other basis forbidden by law. SelectHealth will not terminate or refuse to enroll any Member because of the health status or the healthcare needs of the Member or because he or she exercised any right under SelectHealth's complaint resolution system.

1.10 Questions

If you have questions about your Benefits, call Member Services at 800-538-5038, or visit selecthealth.org. Member Services can also provide you with a provider directory and information about Participating Providers, such as medical school attended, residency completed, and board certification status. SelectHealth offers foreign language assistance.

1.11 Benefit Changes

SelectHealth employees often respond to inquiries regarding coverage as part of their job responsibilities. These employees do not have the authority to extend or modify the Benefits provided by the Plan.

a. In the event of a discrepancy between information given by a SelectHealth employee and the written terms of the Contract, the terms of the Contract will control.

b. Any changes or modifications to Benefits must be provided in writing and signed by the president, vice president, or medical director of SelectHealth.

c. Administrative errors will not invalidate Benefits otherwise in force or give rise to rights or Benefits not otherwise provided for by the Plan.

SECTION 2 ELIGIBILITY

2.1 General

Your employer decides, in consultation with SelectHealth, which categories of its employees, retirees, and their Dependents are Eligible for Benefits, and establishes the other Eligibility requirements of the Plan. These Eligibility requirements are described in this section and in the Group Application of the Contract. In order to become and remain a Member, you and your Dependents must continuously satisfy these requirements. No one, including your employer, may change, extend, expand, or waive the Eligibility requirements without first obtaining the advance, written approval of an officer of SelectHealth.

2.2 Subscriber Eligibility

You are Eligible for Benefits as set forth in the Group Application. During the Employer Waiting Period, you must work the specified minimum required hours except for paid time off and hours you do not work due to a medical condition, the receipt of healthcare, your health status or disability. SelectHealth may require payroll reports from your employer to verify the number of hours you have worked as well as documentation from you to verify hours that you did not work due to paid time off, a medical condition, the receipt of healthcare, your health status or disability.

2.3 Dependent Eligibility

Unless stated otherwise in the Group Application, your Dependents are:

2.3.1 Spouse

Your lawful spouse. Eligibility may not be established retroactively.

2.3.2 Children

The children (by birth or adoption, and children placed for adoption or under legal guardianship through testamentary appointment or court order, but not under temporary guardianship or guardianship for school residency purposes) of you or your lawful spouse, who are younger than age 26.

2.3.3 Disabled Children

Unmarried Dependent children who meet the Eligibility requirements in Subsection 2.3.2 may enroll or remain enrolled as Dependents after reaching age 26 as long as they:

a. Are unable to engage in substantial gainful employment to the degree they can achieve economic independence due to medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months or result in death;

b. Are chiefly dependent upon you or your lawful spouse for support and maintenance since they reached age 26; and

c. Have been continuously enrolled in some form of healthcare coverage, with no break in coverage of more than 63 days since the date they reached age 26.

SelectHealth may require you to provide proof of incapacity and dependency within 30 days of the Effective Date or the date the child reaches age 26 and annually after the two-year period following the child's 26th birthday.

2.3.4 Incarcerated Dependents

Despite otherwise qualifying as described above, a person incarcerated in a prison, jail, or other correctional facility is not a Dependent.

2.4 Court-Ordered Dependent Coverage

When you or your lawful spouse are required by a court or administrative order to provide health insurance coverage for a child, the child will be enrolled in your family coverage according to SelectHealth guidelines and only to the minimum extent required pursuant to U.C.A. § 31A-22-610 through 611, and 718. If you are not enrolled for coverage at the time the court or administrative order becomes effective, only you and the affected Dependent will be allowed to enroll for coverage. For more information about SelectHealth guidelines, please call Member Services.

2.4.1 Qualified Medical Child Support Order (QMCSO)

A QMCSO can be issued by a court of law or by a state or local child welfare agency. In order for the medical child support order to be qualified, the order must specify the following:

a. Your name and last known mailing address (if any) and the name and mailing address of each alternate recipient covered by the order;

b. A reasonable description of the type of coverage to be provided, or the manner in which the coverage will be determined; and

c. The period to which the order applies.

2.4.2 National Medical Support Notice (NMSN)

An NMSN is a QMCSO issued by a state or local child welfare agency to withhold from your income any contributions required by the Plan to provide health insurance coverage for an Eligible child.

2.4.3 Eligibility and Enrollment

You and the Dependent child must be Eligible for coverage, unless specifically required otherwise by applicable law. You and/or the Dependent child will be enrolled without regard to an Annual Open Enrollment restriction and will be subject to applicable Employer Waiting Period requirements. SelectHealth will not recognize Dependent Eligibility for a former spouse as the result of a court order.

2.4.4 Duration of Coverage

Court-ordered coverage for a Dependent child will be provided to the age of 18.

SECTION 3 ENROLLMENT

3.1 General

You may enroll yourself and your Dependents in the Plan during the Initial Eligibility Period, under a Special Enrollment Right, or, if offered by your employer, during an Annual Open Enrollment.

You and your Dependents will not be considered enrolled until:

a. All enrollment information is provided to SelectHealth; and

b. Premium has been paid to SelectHealth by your employer.

3.2 Enrollment Process

Unless separately agreed to in writing by SelectHealth and your employer, you must enroll on an Application accepted by SelectHealth. You and your Dependents are responsible for obtaining and submitting to SelectHealth evidence of Eligibility and all other information required by SelectHealth in the enrollment process. You enroll yourself and any Dependents by completing, signing, and submitting an Application and any other required enrollment materials to SelectHealth.

3.3 Effective Date of Coverage

Coverage for you and your Dependents will take effect as follows:

3.3.1 Annual Open Enrollment

Coverage elected during an Annual Open Enrollment will take effect on the day the Contract is effective.

3.3.2 Newly Eligible Employees

Coverage you elect as a newly Eligible employee will take effect as specified in the Group Application if SelectHealth receives a properly completed Application from your employer in a timely manner.

If you do not enroll in the Plan for yourself and/or your Dependents during the Initial Eligibility Period, you may not enroll until an Annual Open Enrollment unless you experience an event that creates a Special Enrollment Right.

3.3.3 Court or Administrative Order

When you or your lawful spouse are required by a court or administrative order to provide health insurance coverage for a child, the Effective Date of coverage will be the later of:

a. The start date indicated in the order;

b. The date any applicable Employer Waiting Period is satisfied; or

c. The date SelectHealth receives the order.

3.4 Special Enrollment Rights

SelectHealth provides Special Enrollment Rights in the following circumstances:

3.4.1 Loss of Other Coverage

If you do not enroll in the Plan for yourself and/or your Dependents when initially Eligible, you may enroll at a time other than an Annual Open Enrollment if each of the following conditions are met:

a. You initially declined to enroll in the Plan due to the existence of other health plan coverage;

b. The loss of the other health plan coverage occurred because of a loss of eligibility (this Special Enrollment Right will not apply if the other coverage is lost due to nonpayment of Premiums). One exception to this rule exists: if a Dependent is enrolled on another group health plan and the Annual Open Enrollment periods of the two plans do not coincide, the Dependent may voluntarily drop coverage under their group health plan's open enrollment and a special enrollment period will be permitted under the Plan in order to avoid a gap in coverage; and

c. You and/or your Dependents who lost the other coverage must enroll in the Plan within 31 days after the date the other coverage is lost.

Proof of loss of the other coverage (for example, a Certificate of Creditable Coverage) must be submitted to SelectHealth as soon as reasonably possible. Proof of loss of other coverage must be submitted before any Benefits will be paid.

Coverage of any Members properly enrolled under this Special Enrollment Right will be effective on the date the other coverage was lost.

3.4.2 New Dependents

If you are enrolled in the Plan (or are Eligible to be covered but previously declined to enroll), and gain a Dependent through marriage, birth, adoption, placement for adoption or placement under legal guardianship with you or your lawful spouse, then you may enroll the Dependents (and yourself, if applicable) in the Plan. In the case of birth, adoption or placement for adoption of a child, you may also enroll your Eligible spouse, even if he or she is not newly Eligible as a Dependent. However, this Special Enrollment Right is only available by enrolling within 31 days of the marriage, birth, adoption, placement for adoption or placement under legal guardianship (there is an exception for enrolling a newborn, adopted child, child placed for adoption or under legal guardianship if enrolling the child does not change the Premium, as explained in Section 3.5 Enrolling a Newborn, Adopted Child, Child Placed for Adoption or Under Legal Guardianship).

Coverage of any Members properly enrolled under this Special Enrollment Right will be effective:

a. As of the date of marriage;

b. As of the date of birth;

c. If the child is less than 31 days old when adopted or placed for adoption, as of the date of birth; if the child is more than 31 days old when adopted or placed for adoption, as of the child's date of placement; or

d. As of the later of:

   i. The effective date of the guardianship court order or testamentary appointment; or

   ii. The date the guardianship court order or testamentary appointment is received by SelectHealth.

3.4.3 Qualification for a Subsidy Through Utah's Premium Partnership

You and/or your Eligible Dependents who qualify for a subsidy through the state Medicaid program to purchase health insurance may enroll in the Plan if application is made within 60 days of receiving written notification of eligibility for the subsidy. If you timely enroll, the Effective Date of coverage is the first of the month following date of enrollment.

3.4.4 Loss of Medicaid or CHIP Coverage

If you and/or your Eligible Dependents lose coverage under a Medicaid or CHIP plan due to loss of eligibility, you may enroll in the Plan if application is made within 60 days. If you enroll within 60 days, the Effective Date of coverage is the first day after your Medicaid or CHIP coverage ended.

3.4.5 As Required by State or Federal Law

SelectHealth will recognize other special enrollment rights as required by state or federal law.

3.5 Enrolling a Newborn, Adopted Child, or Child Placed for Adoption or Under Legal Guardianship

You must enroll your newborn, adopted child, child placed for adoption or child under legal guardianship according to the following requirements:

a. If enrolling the child requires additional Premium, you must enroll the child within 31 days of the child's birth, adoption, or placement for adoption or under legal guardianship.

b. If enrolling the child does not change the Premium, you must enroll the child within 31 days from the date SelectHealth mails notification that a claim for Services was received for the child.

If the child is not enrolled within these time frames, then you may not enroll the child until an Annual Open Enrollment or if you experience an event that creates a Special Enrollment Right.

If you lose Eligibility for coverage before the end of the applicable time frame listed in (a) or (b) above, you are still allowed to enroll the child within the applicable time frame. However, the child will only be covered from the moment of birth, adoption, or placement for adoption or under legal guardianship until the date that you lost Eligibility for coverage.

3.6 Leave of Absence

If you are granted a temporary leave by your employer, you and any Dependents may continue to be enrolled with SelectHealth for up to the length of time specified in the Group Application, as long as the monthly Premiums for your coverage are paid to SelectHealth by your employer. Military personnel called into active duty will continue to be covered to the extent required by law. A leave of absence may not be treated retroactively as a termination of employment.

3.7 Family Medical Leave Act

If you are on a leave required by the Family Medical Leave Act (FMLA), SelectHealth will administer your coverage as follows:

a. You and your enrolled Dependents may continue your coverage with SelectHealth to the minimum extent required by the FMLA as long as applicable Premiums continue to be paid to SelectHealth by your employer.

b. If Premiums are not paid, your coverage will be terminated. Upon your return to work, you and any previously enrolled Dependents who are still Eligible will be prospectively reinstated if the applicable Premium for you is paid to SelectHealth by your employer within 30 days. SelectHealth will not be responsible for any claims incurred by you or your Dependents during this break in coverage.

Any non-FMLA leave of absence granted by your employer that could have been classified as FMLA leave will be considered by SelectHealth as an FMLA leave of absence.

SECTION 4 TERMINATION

4.1 Group Termination

Coverage under the Plan for you and your Dependents will terminate when the Contract terminates.

4.1.1 Termination by Employer

Your employer may terminate the Contract, with or without cause, by providing SelectHealth with written notice of termination not less than 30 days before the proposed termination date.

4.1.2 Termination of Employer Group by SelectHealth

SelectHealth may terminate the Contract for any of the following reasons:

a. Nonpayment of applicable Premiums;

b. Fraud or intentional misrepresentation of material fact to SelectHealth by your employer in any matter related to the Contract or the administration of the Plan;

c. Your employer's coverage under the Contract is through an association and your employer terminates membership in the association;

d. Your employer fails to satisfy the minimum group participation and/or employer contribution requirements of SelectHealth;

e. No Members live, reside, or work in the Service Area;

f. SelectHealth elects to discontinue offering a particular health benefit plan. If that happens, you will be given at least 90 days advance notice; or

g. SelectHealth withdraws from the market and discontinues all of its health benefit plans. If that happens, you will be given at least 180 days advance notice.

4.2 Individual Termination

Your coverage under the Plan may terminate even though the Contract with your employer remains in force.

4.2.1 Termination Date

If you and/or your enrolled Dependents lose Eligibility, then coverage will terminate either on the date Eligibility is lost or the end of the month in which Eligibility is lost, as specified in the Group Application. However, when a Dependent child ceases to be a Dependent, coverage will terminate at the end of the month in which Dependent status is lost. When a loss of Eligibility is not reported in a timely fashion as required by the Contract, and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

4.2.2 Fraud or Misrepresentation

a. Made During Enrollment:

   i. Coverage for you and/or your Dependents may be terminated or Rescinded during the two-year period after you enroll if you or they make an intentional misrepresentation of material fact in connection with insurability.

   ii. Coverage for you and/or your Dependents may be terminated or Rescinded at any time if you or they make any fraudulent misrepresentation in connection with insurability.

   iii. Please Note: If coverage is Rescinded as described above, the termination is retroactive to the Effective Date of coverage.

b. Made After Enrollment: Coverage for you and/or your Dependents may be terminated or Rescinded if you or they commit fraud or make an intentional misrepresentation of material fact in connection with Benefits or Eligibility. At the discretion of SelectHealth, the Rescission may be effective retroactively to the date of the fraud or misrepresentation.

c. If coverage for you or your Dependent is terminated or Rescinded for fraud or intentional misrepresentation of material fact, you or they are allowed to reenroll 12 months after the date of the termination, provided the Contract is still in force. You will be given notice of this provision at the time of termination.

d. The termination from the Plan of a Dependent for cause does not necessarily affect your Eligibility or enrollment or the Eligibility or enrollment of your other Dependents.

4.2.3 Leaving the Service Area

Coverage for you and/or your Dependents terminates if you no longer live, work or reside in the Service Area.

4.2.4 Annual Open Enrollment

You can drop coverage for yourself and any Dependents during an Annual Open Enrollment.

4.2.5 Nonpayment of Premium or Contributions

SelectHealth may terminate coverage for you and/or your Dependents for nonpayment of applicable Premiums or contributions. Termination may be retroactive to the beginning of the period for which Premiums or contributions were not paid, and SelectHealth may recover from you and/or your Dependent(s) the amount of any Benefits you or they received during the period of lost coverage.

4.2.6 Court or Administrative Order

In cases of court or administrative orders that grant a divorce or annul/declare void a marriage, subject to SelectHealth policy, the effective date of the change will be the date the court or administrative order was signed by the court or administrative agency.

4.3 Member Receiving Treatment at Termination

All Benefits under the Plan terminate when the Contract terminates, including coverage for Members hospitalized or otherwise within a course of care or treatment. All Services received after the date of termination are the responsibility of the Member and not the responsibility of SelectHealth no matter when the condition arose and despite care or treatment anticipated or already in progress.

4.4 Reinstatement

Members terminated from coverage for cause may not be reinstated without the written approval of SelectHealth.

SECTION 5 CONTINUATION COVERAGE

If your coverage terminates, you or your enrolled Dependents may be entitled to continue and/or convert coverage. For detailed information about your rights and obligations under your Employer's Plan and under federal law, contact your employer.

5.1 COBRA or Utah mini-COBRA (Continuation Coverage)

You and/or your Dependents may have the right to temporarily continue your coverage under the Plan when coverage is lost due to certain events. The federal law that governs this right is called COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1986) and generally applies to employers with 20 or more employees. For employers with fewer than 20 employees, Utah law provides for mini-COBRA coverage.

5.1.1 Employer's Obligation

Continuation Coverage is an employer obligation. SelectHealth is not the administrator of Continuation Coverage procedures and requirements. SelectHealth has contractually agreed to assist your employer in providing Continuation Coverage in certain circumstances. It is your employer's responsibility to do the following in a timely manner:

a. Notify persons entitled to Continuation Coverage;

b. Notify SelectHealth of such individuals; and

c. Collect and submit to SelectHealth all applicable Premiums.

If the Contract is terminated, your Continuation Coverage with SelectHealth will terminate. Your employer is responsible for obtaining substitute coverage.

5.2 Minimum Extent

Continuation Coverage will only be provided for the minimum time and only to the minimum extent required by applicable federal law or pursuant to U.C.A. § 31A-22-722. SelectHealth will not provide Continuation Coverage if you, your Dependents, or your employer fails to strictly comply with all applicable notices and other requirements and deadlines.

SECTION 6 PROVIDERS/NETWORKS

6.1 Providers and Facilities

SelectHealth contracts with certain Providers and Facilities (known as Participating Providers and Participating Facilities) to provide Covered Services within the Service Area. Not all available Providers and Facilities and not all categories of Providers and Facilities are invited to contract with SelectHealth.

6.2 Providers and Facilities not Agents/Employees of SelectHealth

Providers contract independently with SelectHealth and are not agents or employees of SelectHealth. They are entitled and required to exercise independent professional medical judgment in providing Covered Services. SelectHealth makes a reasonable effort to credential Participating Providers and Facilities, but it does not guarantee the quality of Services rendered by Providers and Facilities or the outcomes of medical care or health-related Services. Providers and Facilities, not SelectHealth, are solely responsible for their actions, or failures to act, in providing Services to you.

Providers and Facilities are not authorized to speak on behalf of SelectHealth or to cause SelectHealth to be legally bound by what they say. A recommendation, order, or referral from a Provider or Facility, including Participating Providers and Facilities, does not guarantee coverage by SelectHealth.

Providers and Facilities do not have authority, either intentionally or unintentionally, to modify the terms and conditions of the Plan. Benefits are determined by the provisions of the Contract.

6.3 Payment

SelectHealth may pay Providers in one or more ways, such as discounted fee-for-service, capitation (fixed payment per Member per month), and payment of a year-end withhold.

6.3.1 Incentives

Some payment methods may encourage Providers to reduce unnecessary healthcare costs and efficiently utilize healthcare resources. No payment method is ever intended to encourage a Provider to limit Medically Necessary care.

6.3.2 Payments to Members

SelectHealth reserves the right to make payments directly to you or your Dependents instead of to Nonparticipating Providers and/or Facilities.

6.4 Provider/Patient Relationship

Providers and Facilities are responsible for establishing and maintaining appropriate Provider/patient relationships with you, and SelectHealth does not interfere with those relationships. SelectHealth is only involved in decisions about what Services will be covered and paid for by SelectHealth under the Plan. Decisions about your Services should be made between you and your Provider without reference to coverage under the Plan.

6.5 Continuity of Care

SelectHealth will provide you with 30 days' notice of Participating Provider termination if you or your Dependent is receiving ongoing care from that Provider. However, if SelectHealth does not receive adequate notice of a Provider termination, SelectHealth will notify you within 30 days of receiving notice that the Provider is no longer participating with SelectHealth.

If you or your Dependent is under the care of a Provider when participation changes, SelectHealth will continue to treat the Provider as a Participating Provider until the completion of the care (not to exceed 90 days), or until you or your Dependent is transferred to another Participating Provider, whichever occurs first. However, if you or your Dependent is receiving maternity care in the second or third trimester, you or they may continue such care through the first postpartum visit.

To continue care, the Participating Provider must not have been terminated by SelectHealth for quality reasons, remain in the Service Area, and agree to do all of the following:

a. Accept the Allowed Amount as payment in full;

b. Follow SelectHealth's Healthcare Management Program policies and procedures;

c. Continue treating you and/or your Dependent; and

d. Share information with SelectHealth regarding the treatment plan.

SECTION 7 ABOUT YOUR BENEFITS

7.1 General

You and your Dependents are entitled to receive Benefits while you are enrolled with SelectHealth and while the Contract is in effect. This section describes those Benefits in greater detail.

7.2 Member Payment Summary

Your Member Payment Summary lists variable information about your specific Plan. This includes information about Copay, Coinsurance, and/or Deductible requirements, Preauthorization requirements, visit limits, and expenses that do not count against your Out-of-Pocket Maximum.

7.3 Identification (ID) Cards

You will be given SelectHealth ID cards that will provide certain information about the Plan in which you are enrolled. Providers and Facilities may require the presentation of the ID card plus one other reliable form of identification as a condition to providing Services. The ID card does not guarantee Benefits.

If you or your enrolled Dependents permit the use of your ID card by any other person, the card will be confiscated by SelectHealth or by a Provider or Facility and all rights under the Plan will be immediately terminated for you and/or your Dependents.

7.4 Medical Necessity

To qualify for Benefits, Covered Services must be Medically Necessary. Medical Necessity is determined by the Medical Director of SelectHealth or another Physician designated by SelectHealth. A recommendation, order, or referral from a Provider or Facility, including Participating Providers and Facilities, does not guarantee Medical Necessity.

7.5 Benefit Changes

Your Benefits may change if the Contract changes. Your employer is responsible for providing at least 30 days advance written notice of such changes.

7.6 Calendar-Year or Plan-Year Basis

Your Member Payment Summary will indicate if your Benefits are calculated on a calendar-Year or plan-Year basis. Out-of-Pocket Maximums, Limitations, and Deductibles that are calculated on a calendar-Year basis start over each January 1st. Out-of-Pocket Maximums, Limitations, and Deductibles that are calculated on a plan-Year basis start over each Year on the renewal date of the Contract.

7.7 Lifetime Maximums

Your Member Payment Summary will specify any applicable Lifetime Maximums.

7.8 Participating Benefits

You must use Participating Providers and Facilities to receive Benefits for Covered Services unless otherwise noted in the Contract. Participating Providers and Facilities have agreed to accept the Allowed Amount and will not bill you for Excess Charges.

7.9 Emergency Conditions

Participating Benefits apply to emergency room Services regardless of whether they are received at a Participating Facility or Nonparticipating Facility.

If you or your Dependent is hospitalized for an emergency:

a. You or your representative must contact SelectHealth within two working days, or as soon as reasonably possible; and

b. If you are in a Nonparticipating Facility, once the Emergency Condition has been stabilized, you may be asked to transfer to a Participating Facility in order to continue receiving Participating Benefits.

7.10 Urgent Conditions

Participating Benefits apply to Services received for Urgent Conditions rendered by a Participating Provider or Facility. Participating Benefits also apply to Services received for Urgent Conditions rendered by a Nonparticipating Provider or Facility more than 40 miles away from any Participating Provider or Facility.

SECTION 8 COVERED SERVICES

You and your Dependents are entitled to receive Benefits for Covered Services while you are enrolled with SelectHealth and while the Contract is in effect. This section describes those Covered Services (except for pharmacy Covered Services, which are separately described in Section 9 Prescription Drug Benefits). Certain Services must be Preauthorized; failure to obtain Preauthorization for these Services may result in a reduction or denial of Benefits. Refer to Section 11 Healthcare Management for a list of Services that must be Preauthorized.

Benefits are limited. Services must satisfy all of the requirements of the Contract to be covered by SelectHealth. For additional information affecting Covered Services, refer to your Member Payment Summary and Section 10 Limitations and Exclusions. In addition to this Certificate, you can find further information about your Benefits by doing any of the following:

a. Log in to My Health at selecthealth.org/myhealth;

b. Visit selecthealth.org;

c. Refer to your Provider & Facility Directory; or

d. Call Member Services at 800-538-5038.

8.1 Facility Services

8.1.1 Educational Training

Only when rendered by a Participating Provider for diabetes or asthma.

8.1.2 Emergency Room (ER)

If you are admitted directly to the Hospital because of the condition for which emergency room Services were sought, the emergency room Copay, if applicable, will be waived.

8.1.3 Inpatient Hospital

a. Semiprivate room accommodations and other Hospital-related Services ordinarily furnished and billed by the Hospital.

b. Private room accommodations in connection with a medical condition requiring isolation. If you choose a private room when a semiprivate room is available or isolation is not necessary, you are responsible for paying the difference between the Hospital's semiprivate room rate and the private room rate. However, you will not be responsible for the additional charge if the Hospital only provides private room accommodations or if a private room is the only room available.

c. Intensive care unit.

d. Preadmission testing.

e. Short-term inpatient detoxification provided by a SelectHealth-approved treatment Facility for alcohol/drug dependency.

f. Maternity/obstetrical Services.

g. Services in connection with an otherwise covered inpatient Hospital stay.

8.1.4 Nutritional Therapy

Medical nutritional therapy Services are covered up to five visits per Year as a Preventive Service, regardless of diagnosis. Subsequent visits are covered as a medical Benefit.

Weight management as part of a program approved by SelectHealth is also covered once per year.

8.1.5 Outpatient Facility and Ambulatory Surgical Facility

Outpatient surgical and medical Services.

8.1.6 Skilled Nursing Facility

Only when Services cannot be provided adequately through a home health program.

8.1.7 Urgent Care Facility

8.2 Provider Services

8.2.1 After-Hours Visits

Office visits and minor surgery provided after the Provider's regular business hours.

8.2.2 Anesthesia

If administered in connection with otherwise Covered Services and by a Physician certified as an anesthesiologist or by a Certified Registered Nurse Anesthetist (CRNA) under the direct supervision of a Physician certified as an anesthesiologist.

General anesthesia is only covered when rendered in a Facility.

8.2.3 Dental Services

Only:

a. When rendered to diagnose or treat medical complications of a dental procedure and administered under the direction of a medical Provider whose primary practice is not dentistry or oral surgery.

b. When SelectHealth determines the following to be Medically Necessary:

   i. Maxillary and/or mandibular procedures;

   ii. Upper/lower jaw augmentation or reduction procedures, including developmental corrections or altering of vertical dimension;

   iii. Orthognathic Services; or

   iv. Services for Congenital Oligodontia/Anodontia.

c. For repairs of physical damage to sound natural teeth, crowns, and the natural supporting structures surrounding teeth when:

   i. Such damage is a direct result of an accident independent of disease or bodily infirmity or any other cause;

   ii. Medical advice, diagnosis, care, or treatment was recommended or received for the injury at the time of the accident; and

   iii. Repairs are initiated within one year of the date of the accident.

Bleaching to restore teeth to pre-accident condition is limited to $200.

Orthodontia and the replacement/repair of dental appliances are not covered, even after an accident. Repairs for physical damage resulting from biting or chewing are not covered.

8.2.4 Dietary Products

Only in the following limited circumstances:

a. For hereditary metabolic disorders when:

   i. You or your Dependent has an error of amino acid or urea cycle metabolism;

   ii. The product is specifically formulated and used for the treatment of errors of amino acid or urea cycle metabolism; and

   iii. The product is used under the direction of a Physician, and its use remains under the supervision of the Physician.

b. Certain enteral formulas according to SelectHealth policy.

8.2.5 Genetic Counseling

Only when provided by a Participating Provider who is a certified genetic counselor or board certified medical geneticist.

8.2.6 Genetic Testing

Only in the following circumstances and according to SelectHealth criteria or state or federal law:

a. Prenatal testing when performed as part of an amniocentesis to assess specific chromosomal abnormalities in women at high risk for inheritable conditions that can lead to significant immediate and/or long-term health consequences to the child after birth;

b. Neonatal testing for specific inheritable metabolic conditions (e.g., PKU);

c. When the Member has a more than five-percent probability of having an inheritable genetic condition and has signs or symptoms suggestive of a specific condition or a strong family history of the condition (defined as two or more first-degree relatives with the condition) and results of the testing will directly affect the patient's treatment; or

d. Pre-implantation embryonic genetic testing performed to identify an inherited genetic condition known to already exist in either parent's family which has the potential to cause serious and impactful medical conditions for the child.

8.2.7 Home Visits

Only if you are physically incapable of traveling to the Provider's office.

8.2.8 Infertility

Services for the diagnosis of Infertility are only covered in limited circumstances, including fulguration of ova ducts, hysteroscopy, hysterosalpingogram, certain laboratory tests, diagnostic laparoscopy, and some imaging studies. For a full list of Covered Infertility Services, please contact SelectHealth.

8.2.9 Major Surgery

8.2.10 Mastectomy/Reconstructive Services

In accordance with the Women's Health and Cancer Rights Act (WHCRA), SelectHealth covers mastectomies and reconstructive surgery after a mastectomy. If you are receiving Benefits in connection with a mastectomy, coverage for reconstructive surgery, including modifications or revisions, will be provided according to SelectHealth's Healthcare Management Program criteria and in a manner determined in consultation with you and the attending Physician, for:

a. All stages of reconstruction on the breast on which the mastectomy was performed;

b. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and

c. Prostheses and treatment of physical complications of the mastectomy, including lymphedema.

Prophylactic mastectomies are covered in limited circumstances in accordance with SelectHealth's medical policy.

Benefits are subject to the same Deductibles, Copays, and Coinsurance amounts applicable to other medical and surgical procedures covered by the Plan.

8.2.11 Medical/Surgical

In an inpatient, outpatient, or Ambulatory Surgical Facility.

8.2.12 Maternity Services

Prenatal care, labor and delivery, and postnatal care, including complications of delivery. Newborns are subject to their own separate cost sharing, including Deductibles, Coinsurance, Copays, and Out-of-Pockets Maximums.

8.2.13 Office Visits

For consultation, diagnosis, and treatment.

8.2.14 Preventive Services

8.2.15 Sleep Studies

Only when provided by:

a. A board-certified sleep specialist or at a Participating Facility certified as a sleep center/lab by the American Board of Sleep Medicine; or

b. A board-certified sleep specialist in your home and you or your Dependent is 18 or older.

8.2.16 Sterilization Procedures

8.3 Miscellaneous Services

8.3.1 Adoption Indemnity Benefit

SelectHealth provides an adoption indemnity Benefit to the extent required by Utah law. In order to receive this Benefit, the child must be placed with you for adoption within 90 days of the child's birth and the adoption must be finalized within one year of the child's birth. You must submit a claim for the Benefit within one year from the date of placement.

If you adopt more than one child from the same birth (e.g., twins), only one adoption indemnity Benefit applies. If you and/or your spouse are covered by multiple plans, SelectHealth will cover a prorated share of the adoption indemnity Benefit.

This Benefit is subject to Coinsurance, Copays, and Deductibles applicable to the maternity Benefit as indicated in your Member Payment Summary.

8.3.2 Allergy Tests, Treatment, or Serum

Must be received from a board certified allergist, immunologist, or otolaryngologist. Oral food challenge testing only when administered by a Provider who is board certified in allergy/immunology.

8.3.3 Ambulance/Transportation Services

Transport by a licensed service to the nearest Facility expected to have appropriate Services for the treatment of your condition. Only for Emergency Conditions and not when you could safely be transported by other means. Air ambulance transportation only when ground ambulance is either not available or, in the opinion of responding medical professionals, would cause an unreasonable risk of harm because of increased travel time. Transportation services in nonemergency situations must be approved in advance by SelectHealth.

8.3.4 Approved Clinical Trials

Services for an Approved Clinical Trial only to the extent required by federal or state law and only when the Member is:

a. Eligible to participate in the trial according to the trial protocol;

b. The treatment is for cancer or another life-threatening disease (any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted); and

c. Either:

   i. The referring health care professional is a Participating Provider and has concluded that the Member's participation in such trial would be appropriate; or

   ii. The Subscriber or Member provides medical and scientific information establishing that the Member's participation in such trial would be appropriate.

8.3.5 Autism Spectrum Disorder

For children ages two through nine, coverage is limited to the following:

a. Evaluation, management, and assessment Services that are necessary to determine whether a Member has an autism spectrum diagnosis performed by;

   i. A board certified physician in psychiatry, neurology, or pediatrics and has experience diagnosing autism spectrum disorder, or

ii. A licensed psychologist with experience diagnosing autism spectrum disorder;

b. Behavior training, management, and applied behavior analysis Services by certified therapists; and

c. Habilitative and rehabilitative Services, including occupational, physical, or speech therapy (both habilitative and rehabilitative Services are subject to the annual visit limit specified for Outpatient Rehab Therapy Services on your Member Payment Summary).

8.3.6 Chemotherapy, Radiation Therapy, and Dialysis

8.3.7 Cochlear Implants

For prelingual deafness in children or postlingual deafness in adults in limited circumstances that satisfy SelectHealth criteria. Must be Preauthorized.

8.3.8 Durable Medical Equipment (DME)

Only:

a. When used in conjunction with an otherwise covered condition and when:

i. Prescribed by a Provider;

ii. Primarily used for medical purposes and not for convenience, personal comfort, or other nontherapeutic purposes;

iii. Required for Activities of Daily Living;

iv. Not for duplication or replacement of lost, damaged, or stolen items; and

v. Not attached to a home or vehicle.

b. Batteries only when used to power a wheelchair or an insulin pump for treatment of diabetes.

c. Continuous passive motion therapy for any indication for up to 21 days of continuous coverage from the first day applied.

SelectHealth will not provide payment for rental costs exceeding the purchase price. For covered rental DME that is subsequently purchased, cumulative rental costs are deducted from the purchase price.

8.3.9 Home Healthcare

a. When you:

i. Have a condition that requires the services of a licensed Provider;

ii. Are home bound for medical reasons;

iii. Are physically unable to obtain necessary medical care on an outpatient basis; and

iv. Are under the care of a Physician.

b. In order to be considered home bound, you must either:

i. Have a medical condition that restricts your ability to leave the home without the assistance of another individual or supportive device or because absences from the home are medically contraindicated; or

ii. Leave the home only to receive medical treatment that cannot be provided in your home or other treatments that require equipment that cannot be made available in your home or infrequently and for short periods of time for nonmedical purposes.

You are not considered home bound if you leave the home regularly for social activities, drive a car, or do regular grocery or other shopping, work or business.

8.3.10 Hospice Care

8.3.11 Injectable Drugs and Specialty Medications

Up to a 30-day supply, though exceptions can be made for travel purposes. In general, your Provider will coordinate the process for obtaining these drugs. Injectable drugs and specialty medications must be provided by a Participating Provider unless otherwise approved in writing in advance by SelectHealth. Some injectable drugs and specialty medications may only be obtained from certain drug distributors. Call Member Services to determine if this is the case and to obtain information on participating drug vendors.

8.3.12 Miscellaneous Medical Supplies (MMS)

Only when prescribed by a Provider and not generally usable in the absence of an illness or injury. Only 90 days of diabetic supplies may be purchased at a time.

8.3.13 Neuropsychological Testing (Medical)

As a medical Benefit, only as follows:

a. Testing performed as part of the preoperative evaluation for patients undergoing:
   i. Seizure surgery;
   ii. Solid organ transplantation; or
   iii. Central nervous system malignancy.
b. Patients being evaluated for dementia/Alzheimer's disease;
c. Patients with Parkinson's Disease;
d. Stroke patients undergoing formal rehabilitation; and
e. Post-traumatic-brain-injury patients.
f. All other conditions are considered under the mental health Benefit, if applicable.

8.3.14 Organ Transplants

a. Only if:
   i. Preauthorized in advance by SelectHealth; and
   ii. Provided by Participating Providers in a Participating Facility unless otherwise approved in writing in advance by SelectHealth.
b. And only the following:
   i. Bone marrow as outlined in SelectHealth criteria;
   ii. Combined heart/lung;
   iii. Combined pancreas/kidney;
   iv. Cornea;
   v. Heart;
   vi. Kidney (but only to the extent not covered by any government program);
   vii. Liver;
   viii. Pancreas after kidney; and
   ix. Single or double lung.

For covered transplants, organ harvesting from donors is covered. Services for both the donor and the recipient are only covered under the recipient's coverage.

Costs of a chartered service if transportation to a transplant site cannot be accomplished within four hours by commercial carrier.

8.3.15 Orthotics and Other Corrective Appliances for the Foot

Not covered unless they are part of a lower foot brace, and they are prescribed as part of a specific treatment associated with recent, related surgery.

8.3.16 Osteoporosis Screening

Only central bone density testing (DEXA scan).

8.3.17 Palliative Care

Only Hospice Care.

8.3.18 Private Duty Nursing

On a short-term, outpatient basis during a transition of care when ordered by a Provider. Not available for Respite Care or Custodial Care.

8.3.19 Rehabilitation Therapy

Physical, occupational, and speech rehabilitative therapy when required to correct an impairment caused by a covered accident or illness or to restore an individual's ability to perform Activities of Daily Living.

8.3.20 Temporomandibular Joint (TMJ)

8.3.21 Vision Aids

Only:

a. Contacts if diagnosed with keratoconus, congenital cataracts, or when used as a bandage after eye trauma/injury; or

b. Monofocal intraocular lenses after cataract surgery.

8.4 Prescription Drug Services

Refer to Section 9 Prescription Drug Benefits for details.

SECTION 9 PRESCRIPTION DRUG BENEFITS

This section includes important information about how to use your Prescription Drug Benefits. Note: this section does not apply to you if your Member Payment Summary indicates that your Plan does not provide Prescription Drug Benefits.

9.1 Prescription Drug Benefit Resources

In addition to this Certificate, you can find additional information about your Pharmacy Benefits by doing any of the following:

a. Log in to My Health at selecthealth.org/myhealth and use Pharmacy Tools;

b. Visit selecthealth.org/pharmacy;

c. Refer to your Provider & Facility Directory; or

d. Call Member Services at 800-538-5038.

9.2 Use Participating Pharmacies

To get the most from your Prescription Drug Benefits, use a Participating Pharmacy and present your ID card when filling a prescription. SelectHealth contracts with pharmacy chains on a national basis and with independent pharmacies in Utah.

If you use a Nonparticipating Pharmacy, you must pay full price for the drug and submit to SelectHealth a Prescription Reimbursement Form with your itemized pharmacy receipt. If the drug is covered, you will be reimbursed the Allowed Amount minus your Copay/Coinsurance and/or Deductible.

9.3 Tiered Benefits

There are tiers (or levels) of covered prescriptions listed on your ID card and Member Payment Summary. This tiered Benefit allows you to choose the drugs that best meet your medical needs while encouraging you and your Provider to discuss treatment options and choose lower-tier drugs when therapeutically appropriate.

Drugs on each tier are selected by an expert panel of Physicians and pharmacists and may change periodically. To determine which tier a drug is assigned to, call Member Services or log in to My Health.

9.4 Filling Your Prescription

9.4.1 Copay/Coinsurance

You generally will be charged one Copay/Coinsurance per covered prescription up to a 30-day supply at a retail pharmacy. If your Provider prescribes a dose of a medication that is not available, you will be charged a Copay for each strength of the medication.

9.4.2 Quantity and Day Supply

Prescriptions are subject to SelectHealth quantity and day-supply Limitations that have been defined based upon FDA guidance or evidence-based literature. The most current information can be found by logging in to My Health.

9.4.3 Refills

Refills are allowed after 80 percent of the last refill has been used for a 30-day supply, and 50 percent for a 10-day supply. Some exceptions may apply; call Pharmacy Services for more information.

9.5 Generic Drug Substitution Required

Your Member Payment Summary will indicate if generic substitution is required. When generic substitution is required, if you purchase a brand-name drug instead of a Generic Drug, then you must pay the difference between the Allowed Amount for the Generic Drug and the Allowed Amount for the brand-name drug, plus your Copay/Coinsurance or Deductible. The difference in cost between the Generic Drug and brand-name drug will not apply to your pharmacy Deductible or Out-of-Pocket Maximum. Based upon clinical circumstances determined by SelectHealth's Pharmacy and Therapeutics Committee, some Prescription Drugs are excluded from this requirement.

9.6 Maintenance Drugs

SelectHealth offers a maintenance drug Benefit, allowing you to obtain a 90-day supply of certain drugs. This Benefit is available for maintenance drugs if you:

a. Have been using the drug for at least one month;

b. Expect to continue using the drug for the next year; and

c. Have filled the drug at least once within the past six months.

Maintenance drugs are identified by the letter (M) on the Prescription Drug List. You have two options when filling prescriptions under the maintenance drug Benefit: (1) Retail90SM, which is available at certain retail pharmacies; and (2) mail order. Please refer to your Member Payment Summary or contact Member Services to verify if the 90-day maintenance drug Benefit is available on your Plan.

9.7 Preauthorization of Prescription Drugs

There are certain drugs that require Preauthorization by your Provider to be covered by SelectHealth. Prescription drugs that require Preauthorization are identified on the Prescription Drug List. The letters (PA) appear next to each drug that requires Preauthorization. Preauthorization is also required if the drug is prescribed in excess of the Plan limits (quantity, duration of use, maximum dose, etc.). The most current information can be found at the SelectHealth website.

To obtain Preauthorization for these drugs, please have your Provider call SelectHealth Pharmacy Services at 800-442-3129.

If your Provider prescribes a drug that requires Preauthorization, you should verify that Preauthorization has been obtained before purchasing the medication. You may still buy these drugs if they are not Preauthorized, but they will not be covered and you will have to pay the full price.

9.8 Step Therapy

Certain drugs require your Provider to first prescribe an alternative drug preferred by SelectHealth. The alternative drug is generally a more cost-effective therapy that does not compromise clinical quality. If your Provider feels that the alternative drug does not meet your needs, SelectHealth may cover the drug without step therapy if SelectHealth determines it is Medically Necessary.

Prescription drugs that require step therapy are identified on the Prescription Drug List at the end of this section. The letters (ST) appear next to each drug that requires step therapy.

9.9 Coordination of Benefits (COB)

If you have other health insurance that is your primary coverage, claims must be submitted first to your primary insurance carrier before being submitted to SelectHealth. In some circumstances, your secondary policy may pay a portion of your out-of-pocket expense. When you mail a secondary claim to SelectHealth, you must include a Prescription Reimbursement Form and the pharmacy receipt in order for SelectHealth to process your claim. In some circumstances, an Explanation of Benefits (EOB) from your primary carrier may also be required.

9.10 Inappropriate Prescription Practices

In the interest of safety for our Members, SelectHealth reserves the right to not cover certain prescription drugs.

a. These drugs include:
   i. Narcotic analgesics;
   ii. Other addictive or potentially addictive medications; and
   iii. Drugs prescribed in quantities, dosages, or usages that are outside the usual standard of care for the medication in question.

b. These drugs are not covered when they are prescribed:
   i. Outside the usual standard of care for the practitioner prescribing the drug;
   ii. In a manner inconsistent with accepted medical practice; or
   iii. For indications that are Experimental and/or Investigational.

This exclusion is subject to review by the SelectHealth Drug Utilization Panel and certification by a practicing clinician who is familiar with the drug and its appropriate use.

9.11 Prescription Drug Benefit Abuse

SelectHealth may limit the availability and filling of any Prescription Drug that is susceptible to abuse. SelectHealth may require you to:

a. Obtain prescriptions in limited dosages and supplies;
b. Obtain prescriptions only from a specified Provider;
c. Fill your prescriptions at a specified pharmacy;
d. Participate in specified treatment for any underlying medical problem (such as a pain management program);
e. Complete a drug treatment program; or
f. Adhere to any other specified limitation or program designed to reduce or eliminate drug abuse or dependence.

If you seek to obtain drugs in amounts in excess of what is Medically Necessary, such as making repeated emergency room/urgent care visits to obtain drugs, SelectHealth may deny coverage of any medication susceptible of abuse.

SelectHealth may terminate you from coverage if you make an intentional misrepresentation of material fact in connection with obtaining or attempting to obtain drugs, such as by intentionally misrepresenting your condition, other medications, healthcare encounters, or other medically relevant information. At the discretion of SelectHealth, you may be permitted to retain your coverage if you comply with specified conditions.

9.12 Pharmacy Injectable Drugs and Specialty Medications

Injectable drugs and specialty medications must be provided by a Participating Provider unless otherwise approved in writing in advance by SelectHealth. Most drugs received in a Provider's office or Facility are covered by your medical Benefits. For more specific information, please contact Member Services.

9.13 Prescription Drug List (PDL)

The PDL is a list containing the most commonly prescribed drugs in their most common strengths and formulations. It is not a complete list of all drugs covered by your Formulary. Drugs not included on the PDL may be covered at reduced benefits, or not covered at all, by your Plan. Refer to Appendix A Prescription Drug List for the PDL.

9.14 Exceptions Process

If your Provider believes that you require a certain drug that is not on your Formulary, normally requires step therapy, or exceeds a Quantity Limit, he or she may request an exception through the Preauthorization process.

9.15 Prescriptions Dispensed in a Provider's Office

Prescriptions dispensed in a Provider's office are not covered unless expressly approved by SelectHealth.

9.16 Disclaimer

SelectHealth refers to many of the drugs in this Certificate by their respective trademarks. SelectHealth does not own these trademarks. The manufacturer or supplier of each drug owns the drug's trademark. By listing these drugs, SelectHealth does not endorse or sponsor any drug, manufacturer, or supplier. Conversely, these manufacturers and suppliers do not endorse or sponsor any SelectHealth service or Plan, nor are they affiliated with SelectHealth.

SECTION 10 LIMITATIONS AND EXCLUSIONS

Unless otherwise noted in your Member Payment Summary or Appendix B Optional Benefits, the following Limitations and Exclusions apply.

10.1 Abortions/Termination of Pregnancy

Abortions are not covered except:

a. When determined by SelectHealth to be Medically Necessary to save the life of the mother; or

b. Where the pregnancy was caused by a rape or incest if evidence of the rape or incest is presented either from medical records or through the review of a police report or the filing of charges that a crime has been committed.

Medical complications resulting from an abortion are covered. Treatment of a miscarriage/spontaneous abortion (occurring from natural causes) is covered.

10.2 Acupuncture/Acupressure

Acupuncture and acupressure Services are not covered.

10.3 Administrative Services/Charges

Services obtained for administrative purposes are not covered. Such administrative purposes include Services obtained for or pursuant to legal proceedings, court orders, employment, continuing or obtaining insurance coverage, governmental licensure, home health recertification, travel, military service, school, or institutional requirements.

Provider and Facility charges for completing insurance forms, duplication services, interest (except where required by Utah Administration Code R590-192), finance charges, late fees, shipping and handling, missed appointments, and other administrative charges are not covered.

10.4 Allergy Tests/Treatments

a. The following allergy tests are not covered:

i. Cytotoxic Test (Bryan's Test);

ii. Leukocyte Histamine Release Test;

iii. Mediator Release Test (MRT);

iv. Passive Cutaneous Transfer Test (P-K Test);

v. Provocative Conjunctival Test;

vi. Provocative Nasal Test;

vii. Rebuck Skin Window Test;

viii. Rinkel Test;

ix. Subcutaneous Provocative Food and Chemical Test; and

x. Sublingual Provocative Food and Chemical Test.

b. The following allergy treatments are not covered:

i. Allergoids;

ii. Autogenous urine immunization;

iii. LEAP therapy;

iv. Medical devices (filtering air cleaner, electrostatic air cleaner, air conditioners etc.);

v. Neutralization therapy;

vi. Photo-inactivated extracts; and

vii. Polymerized extracts.

10.5 Anesthesia

General anesthesia rendered in a Provider's office is not covered.

10.6 Attention-Deficit/Hyperactivity Disorder

Cognitive or behavioral therapies for the treatment of these disorders are not covered.

10.7 Bariatric Surgery

Surgery to facilitate weight loss is not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Bariatric Surgery Optional Benefit.

10.8 Biofeedback/Neurofeedback

Biofeedback/neurofeedback is not covered.

10.9 Birthing Centers and Home Childbirth

Childbirth in any place other than a Hospital is not covered. This includes all Provider and/or Facility charges related to the delivery.

10.10 Certain Cancer Therapies

Neutron beam therapy is not covered.

Proton beam therapy is not covered except in the following limited circumstances:

a. Chordomas or chondrosarcomas arising at the base of the skull or along the axial skeleton without distant metastases;

b. Other central nervous system tumors located near vital structures;

c. Pituitary neoplasms;

d. Uveal melanomas confined to the globe (not distant metastases); or

e. In accordance with SelectHealth medical policy.

Proton beam therapy is not covered for treatment of prostate cancer.

10.11 Certain Illegal Activities

The following are not covered:

a. Services are not covered for an illness, condition, accident, or injury arising from you or your Dependent:

i. Voluntarily participating in the commission of a felony;

ii. Voluntarily participating in disorderly conduct, riot, or other breach of the peace;

iii. Engaging in any conduct involving the illegal use or misuse of a firearm or other deadly weapon;

iv. Driving or otherwise being in physical control of a car, truck, motorcycle, scooter, off-road vehicle, boat, or other motor-driven vehicle where either:

1) A subsequent test shows that you or your Dependent has either a blood or breath alcohol concentration of.08 grams or greater at the time of the test; or

2) You or your Dependent has any illegal drug or other illegal substance in your body to a degree that it affected your ability to drive or operate the vehicle safely.

b. Driving or otherwise being in physical control of a car, truck, motorcycle, scooter, off-road vehicle, boat, or other motor-driven vehicle either without a valid driver's permit or license, if required under the circumstances or without the permission of the owner of the vehicle.

The presence of drugs or alcohol may be determined by tests performed by or for law enforcement, tests performed during diagnosis or treatment, or by other reliable means.

10.12 Chiropractic Services

Chiropractic Services are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Chiropractic Optional Benefit.

10.13 Claims After One Year

Claims are denied if submitted more than one year after the Services were provided unless notice was given or proof of loss was filed as soon as reasonably possible. Adjustments or corrections to claims can be made only if the supporting information is submitted within one year after the claim was first processed by SelectHealth unless the additional information relating to the claim was filed as soon as reasonably possible.

When SelectHealth is the secondary payer, coordination of benefits (COB) will be performed only if the supporting information is submitted to SelectHealth within one year after the claim was processed by the primary plan unless the information was provided as soon as reasonably possible.

10.14 Complementary and Alternative Medicine (CAM)

Complementary, alternative and nontraditional Services are not covered. Such Services include botanicals, homeopathy, homeopathic drugs, certain bioidentical hormones, massage therapies, aromatherapies, yoga, hypnosis, rolfing, and thermography.

10.15 Complications

All Services provided or ordered to treat complications of a non-Covered Service are not covered unless they arise one year or more after the date on which the non-Covered Service is performed.

10.16 Custodial Care

Custodial Care is not covered.

10.17 Debarred Providers

Services from Providers debarred by any state or federal health care program are not covered.

10.18 Dental Anesthesia

Services including local, regional, general, and/or intravenous sedation anesthesia, are not covered except for at Participating Facilities when members meet the following criteria:

a. You or your Dependent is developmentally delayed, regardless of chronological age;

b. You or your Dependent, regardless of age, has a congenital cardiac or neurological condition and documentation is provided that the dental anesthesia is needed to closely monitor the condition; or

c. You or your Dependent younger than five years of age and:

   i. The proposed dental work involves three or more teeth;

   ii. The diagnosis is nursing bottle-mouth syndrome or extreme enamel hypoplasia; and

   iii. The proposed procedures are restoration or extraction for rampant decay.

10.19 Dry Needling

Dry needling procedures are not covered.

10.20 Duplication of Coverage

The following are not covered:

a. Services that are covered by, or would have been covered if you or your Dependents had enrolled and maintained coverage in automobile insurance, including no-fault type coverage up to the minimum amount required by law. In the event of a claim, you should provide a copy of the Personal Injury Protection (PIP) documentation from the automobile insurance carrier.

b. Services that are covered by, or would have been covered if your employer had enrolled and maintained coverage in, Workers' Compensation insurance.

c. Services for which you have obtained a payment, settlement, judgment, or other recovery for future payment intended as compensation.

d. Services received by you or your Dependent while incarcerated in a prison, jail, or other correctional facility at the time Services are provided, including care provided outside of a correctional facility to a person who has been arrested or is under a court order of incarceration.

10.21 Exercise Equipment or Fitness Training

Fitness training, conditioning, exercise equipment, hot tubs, and membership fees to a spa or health club are not covered.

10.22 Experimental and/or Investigational Services

Except for Approved Clinical Trials, Experimental and/or Investigational Services are not covered.

10.23 Eye Surgery, Refractive

Radial keratotomy, LASIK, or other eye surgeries performed primarily to correct refractive errors are not covered.

10.24 Food Supplements

Except for Dietary Products, as described in Section 8 Covered Services, food supplements and substitutes are not covered.

10.25 Gender Reassignment Treatment and Surgery

Services, treatment, surgery, or counseling for gender dysphoria, including gender reassignment, are not covered.

10.26 Gene Therapy

Gene therapy or gene-based therapies are not covered.

10.27 Habilitation Therapy Services

Except Services for autism spectrum disorder as described in Section 8 Covered Services, Services designed to create or establish function that was not previously present are not covered.

10.28 Hearing Aids

Except for cochlear implants, as described in Section 8 Covered Services, the purchase, fitting, or ongoing evaluation of hearing aids, appliances, auditory brain implants, bone-anchored hearing aids, or any other procedure or device intended to establish or improve hearing or sound recognition is not covered.

10.29 Home Health Aides

Services provided by a home health aide are not covered.

10.30 Immunizations

The following immunizations are not covered: anthrax, BCG (tuberculosis), cholera, plague, typhoid, and yellow fever.

10.31 Mental Health

Inpatient and outpatient mental health and chemical dependency Services are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Mental Health/Chemical Dependency Optional Benefit.

10.32 Methadone Therapy

Methadone maintenance/therapy clinics or Services are not covered.

10.33 Non-Covered Service in Conjunction with a Covered Service

When a non-Covered Service is performed as part of the same operation or process as a Covered Service, only charges relating to the Covered Service will be considered. Allowed Amounts may be calculated and fairly apportioned to exclude any charges related to the non-Covered Service.

10.34 Pain Management Services

The following Services are not covered:

a. Prolotherapy;

b. Radiofrequency ablation of dorsal root ganglion; and

c. IV pamidronate therapy for the treatment of reflex sympathetic dystrophy.

10.35 Pervasive Developmental Disorder

Except Services for autism spectrum disorder as described in Section 8 Covered Services, Services for Pervasive Developmental Disorder are not covered.

10.36 Prescription Drugs/Injectable Drugs and Specialty Medications

The following are not covered:

a. Appetite suppressants and weight loss drugs;

b. Certain drugs with a therapeutic over-the-counter (OTC) equivalent;

c. Certain off-label drug usage, unless the use has been approved by a SelectHealth Medical Director or clinical pharmacist;

d. Compound drugs when alternative products are available commercially;

e. Cosmetic health and beauty aids;

f. Drugs not on your Formulary;

g. Drugs purchased from Nonparticipating Providers over the Internet;

h. Drugs purchased through a foreign pharmacy. However, please call Member Services if you have a special need for medications from a foreign pharmacy (for example, for an emergency while traveling out of the country);

i. Flu symptom drugs, except when approved by an expert panel of Physicians and SelectHealth;

j. Human growth hormone for the treatment of idiopathic short stature;

k. Infertility drugs;

l. Medical foods;

m. Drugs not meeting the minimum levels of evidence based upon one or more of the following:

   i. Food and Drug Administration (FDA) approval;

   ii. The drug has no active ingredient and/or clinically relevant studies as determined by the SelectHealth Pharmacy & Therapeutics Committee;

   iii. DrugDex;

   iv. National Comprehensive Cancer Network (NCCN); or

   v. As defined within SelectHealth's Preauthorization criteria or medical policy.

n. Drugs used for infertility purposes;

o. Minerals, fluoride, and vitamins other than prenatal or when determined to be Medically Necessary to treat a specifically diagnosed disease;

p. New drugs approved by the FDA after May 1, 2013 unless approved for coverage by SelectHealth;

q. Nicotine and smoking cessation drugs, except in conjunction with a SelectHealth-sponsored smoking cessation program;

r. Non-Sedating Antihistamines;

s. Over-the-counter (OTC) drugs, except as required by the Patient Protection and Affordable Care Act (ACA), or when all of the following conditions are met:

   i. The OTC drug is listed on a SelectHealth Formulary as a covered drug;

   ii. The SelectHealth Pharmacy & Therapeutics Committee has approved the OTC drug as a medically appropriate substitution of a Prescription Drug; and

   iii. You or your Dependent has obtained a prescription for the OTC drug from a licensed Provider and filled the prescription at a Participating Pharmacy.

t. Pharmaceuticals approved by the Food and Drug Administration as a medical device;

u. Prescription Drugs used for cosmetic purposes;

v. Prescription drugs used to inhibit and/or suppress drowsiness, sleepiness, tiredness, or exhaustion, unless preauthorized by the Plan;

w. Prescriptions written by a licensed dentist, except for the prevention of infection or pain in conjunction with a dental procedure;

x. Raw powders or chemical ingredients are not covered unless specifically approved by SelectHealth or submitted as part of a compounded prescription;

y. Replacement of lost, stolen, or damaged drugs;

z. Sexual dysfunction drugs. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Sexual Dysfunction Optional Benefit; and

aa. Travel-related medications, including preventive medication for the purpose of travel to other countries. See Immunizations in Section 10 Limitations and Exclusions.

10.37 Reconstructive, Corrective, and Cosmetic Services

a. Services provided for the following reasons are not covered:

   i. To improve form or appearance;

   ii. To correct a deformity, whether congenital or acquired, without restoring physical function;

   iii. To cope with psychological factors such as poor self-image or difficult social relations;

iv. As the result of an accident unless the Service is reconstructive and rendered within five years of the cause or onset of the injury, illness, or therapeutic intervention, or a planned, staged series of Services (as specifically documented in the Member's medical record) is initiated within the five-year period; or

v. To revise a scar, whether acquired through injury or surgery, except when the primary purpose is to improve or correct a functional impairment.

b. The following procedures and the treatment for the following conditions are not covered, except as indicated:

i. Congenital cleft lip except for treatment rendered within 12 months of birth, or a planned, staged series of Services (as specifically documented in you or your Dependent's medical record) is initiated, or when congenital cleft lip surgery is performed as part of a cleft palate repair; or

ii. Treatment for venous telangiectasias (spider veins).

10.38 Rehabilitation Therapy Services

The following are not covered:

a. Services for functional nervous disorders;

b. Speech therapy for developmental speech delay; and

c. Vision rehabilitation therapy Services.

10.39 Related Provider Services

Services provided to you or your Dependent by a Provider who ordinarily resides in the same household are not covered.

10.40 Respite Care

Respite Care is not covered.

10.41 Robot-Assisted Surgery

Robot-assisted surgery is limited to the procedures set forth in SelectHealth medical criteria. Direct costs for the use of the robot are not covered.

10.42 Sexual Dysfunction

Services related to sexual dysfunction are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Sexual Dysfunction Optional Benefit.

10.43 Specialty Services

Coverage for specific specialty Services may be restricted to only those Providers who are board certified or have other formal training that is considered necessary to perform those Services.

10.44 Specific Services

The following Services are not covered:

a. Anodyne infrared device for any indication;

b. Auditory brain implantation;

c. Automated home blood pressure monitoring equipment;

d. Chronic intermittent insulin IV therapy/metabolic activation therapy;

e. Coblation therapy of the soft tissues of the mouth, nose, throat, or tongue;

f. Computer-assisted interpretation of X-rays (except mammograms);

g. Computer-assisted navigation for orthopedic procedures;

h. Cryoablation therapy for plantar fasciitis and Morton's neuroma;

i. Extracorporeal shock wave therapy for musculoskeletal indications;

j. Freestanding/home cervical traction;

k. Home anticoagulation or hemoglobin A1C testing;

l. Infrared light coagulation for the treatment of hemorrhoids;

m. Interferential/neuromuscular stimulators;

n. Intimal Media Thickness (IMT) testing to assess risk of coronary disease;

o. Magnetic Source Imaging (MSI);

p. Manipulation under anesthesia for treatment of back and pelvic pain;

q. Mole mapping;

r. Nonsurgical spinal decompression therapy (e.g., VAX-D or DRS therapy);

s. Nucleoplasty or other forms of percutaneous disc decompression;

t. Oncofertility;

u. Pediatric/infant scales;

v. Peripheral nerve stimulation for occipital neuralgia and chronic headaches;

w. Platelet Rich Plasma or other blood derived therapies for orthopedic procedures;

x. Pressure Specified Sensory Device (PSSD) for neuropathy testing;

y. Prolotherapy;

z. Radiofrequency ablation for lateral epicondylitis;

aa. Radiofrequency ablation of the dorsal root ganglion;

bb. Secretin infusion therapy for the treatment of autism;

cc. Virtual colonoscopy as a screening for colon cancer; and

dd. Whole body scanning.

10.45 Telephone/E-mail Consultations

Except for certain TeleHealth services from approved Providers, charges for Provider telephone, e-mail, or other electronic consultations are not covered.

10.46 Terrorism or Nuclear Release

Services for an illness, injury, or connected disability are not covered when caused by or arising out of an act of international or domestic terrorism, as defined by United States Code, Title 18, Section 2331, or from an accidental, negligent, or intentional release of nuclear material or nuclear byproduct material as defined by United States Code, Title 18, Section 831.

10.47 Travel-related Expenses

Costs associated with travel to a local or distant medical provider, including accommodation and meal costs, are not covered.

10.48 War

Services for an illness, injury, or connected disability are not covered when caused by or arising out of a war or an act of war (whether or not declared) or service in the armed services of any country.

SECTION 11 HEALTHCARE MANAGEMENT

SelectHealth works to manage costs while protecting the quality of care. The Healthcare Management Program reviews three aspects of medical care: appropriateness of the care setting, Medical Necessity, and appropriateness of Hospital lengths of stay. You benefit from this process because it reduces unnecessary medical expenses, enabling SelectHealth to maintain reasonable Premium rates. The Healthcare Management process takes several forms.

11.1 Preauthorization

Preauthorization is prior approval from SelectHealth for certain Services and is considered a Preservice Claim (refer to Section 12 Claims and Appeals). Preauthorization is not required when SelectHealth is your secondary plan. However, it is required for injectable drugs and inpatient services when Medicare is your primary insurance. Obtaining Preauthorization does not guarantee coverage. Your Benefits for the Preauthorized Services are subject to the Eligibility requirements, Limitations, Exclusions and all other provisions of the Plan.

11.1.1 Services Requiring Preauthorization

Preauthorization is required for the following major Services:

a. All admissions to facilities, including rehabilitation, transitional care, skilled nursing, and all hospitalizations that are not for Urgent or Emergency Conditions;

b. All nonroutine obstetrics admissions, maternity stays longer than two days for a normal delivery or longer than four days for a cesarean section, and deliveries outside of the Service Area;

c. Home Healthcare, Hospice Care, and Private Duty Nursing;

d. Pain management/pain clinic Services;

e. Selected Prescription Drugs (Refer to the Prescription Drug List in Appendix A Prescription Drug Benefits);

f. All Services obtained outside of the United States unless a routine, Urgent or Emergency Condition;

g. Certain genetic testing;

h. The following Durable Medical Equipment:

   i. Insulin pumps and continuous glucose monitors;

   ii. Prosthetics (except eye prosthetics);

   iii. Negative pressure wound therapy electrical pump (wound vac);

   iv. Motorized or customized wheelchairs; and

   v. DME with a purchase price over $5,000;

i. The following medications (This list changes periodically. For the most current list, please visit selecthealth.org/pharmacy or call Pharmacy Services):

Abraxane
Absorica
Abstral
Actemra
Acthar
Actimmune
Actiq
Adcetris
Adcirca
Adempas
Adoxa
Afinitor
Alimta
Ampyra
Androderm
Arcalyst
Arzerra
Aubagio
Avastin
Axiron
Banzel
Benlysta
Berinert
Bexxar
Betaseron
Boniva (injectable)
Bosulif
Botox
Brisdelle
Caprelsa
Cayston
Cerezyme
Cialis
Cimzia
Cinryze
Cometriq
Cystaran
Diclegis
Dificid
Doryx
Dysport
Egrifta
Elelyso
Enbrel
Epaned

Erbitux
Erivedge
Erwinaze
Eylea
Extavia
Fentanyl Lozenges
Fentora
Firazyr
Flolan
Folotyn
Forteo
Fortesta
Gazyva
Gel-One
Genotropin
Gilenya
Gilotrif
Gleevec
Halaven
Hemophilia Factors
Humatrope
Humira
Hyalgan
Iclusig
Ilaris
Imbruvica
Incivek
Increlex
Inlyta
Intravenous Immunoglobulin (IVIG)
Istodax
Ixempra
Jakafi
Jetrea
Jevtana
Juxtapid
Kadcyla
Kalbitor
Kalydeco
Kineret
Korlym
Krystexxa
Kynamro
Kyprolis
Lazanda
Letairis
Lucentis
Macugen
Makena
Marqibo
Mekinist
MyoBloc
Nexavar
Norditropin
Novarel
NPlate
Nuedexta
Nulojix
Nutropin
Nuvigil
Olysio
Omnitrope
Onfi
Onmel
Opsumit
Oracea
Orencia
Orthovisc
Ovidrel
Ozurdex
Pegasys
PEG-Intron
Perjeta
Pomalyst
Pregnyl
Prialt
Procysbi
Prolia
Promacta
Protropin
Provenge
Provigil
Qutenza
Ravicti
Relistor
Remicade
Remodulin
Revatio
Revlimid
Sabril
Samsca
Saizen
Serostim
Signifor
Simponi
Sirturo
Solesta
Soliris
Solodyn
Somatuline
Somavert
Sovaldi
Sprycel
Stelara
Stivarga
Striant

Subsys
Sucraid
Supartz
Sutent
Sylatron
Synagis
Synribo
Tafinlar
Tarceva
Tasigna
Testim
Tev-Tropin
Thalomid
Tobi
Torisel
Tracleer
Treanda
Trokendi XR
Tykerb
Tysabri
Tyvaso
Valchlor
Varizig
Vecamyl
Vectibix
Velcade
Ventavis
Versacloz
Victrelis
Votrient
VPRIV
Xalkori
Xeljanz
Xenazine
Xeomin
Xgeva
Xiaflex
Xifaxan
Xofigo
Xolair
Xtandi
Xyrem
Yervoy
Zaltrap
Zelboraf
Zevalin
Zolinza
Zorbtive
Zytiga

11.1.2 Who is responsible for obtaining Preauthorization

Participating Providers and Facilities are responsible for obtaining Preauthorization on your behalf; however, you should verify that they have obtained Preauthorization prior to receiving Services.

You are responsible for obtaining Preauthorization when using a Nonparticipating Provider or Facility, or when obtaining cochlear implants or organ transplants.

11.1.3 How to request Preauthorization

If you need to request Preauthorization, call Member Services at 800-538-5038.

You should call SelectHealth as soon as you know you will be using a Nonparticipating Provider or Facility for any of the Services listed. Preauthorization is valid for up to six months.

11.1.4 Penalties

When you are responsible to Preauthorize, Benefits may be reduced or denied if you do not Preauthorize certain Services. If reduced, the Allowed Amount will be cut by 50 percent and Benefits will apply to what remains according to regular Plan guidelines. You will be responsible for the 50 percent penalty, your Copay, Coinsurance, and Deductible, and you may be responsible for any amount that exceeds the Allowed Amount. Any amount you pay will not apply to the Out-of-Pocket Maximum. Failure to obtain Preauthorization of cochlear implants, organ transplants, or certain prescription drugs will result in the denial of Benefits.

11.1.5 Statement of Rights Under the Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, 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 vaginal delivery or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a Provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

11.2 Case Management

If you have certain serious or chronic conditions (such as spinal cord injuries, diabetes, asthma, or premature births), SelectHealth will work with you and your family, your Provider, and community resources to coordinate a comprehensive plan of care. This integrated approach helps you obtain appropriate care in cost-effective settings and reduces some of the burden that you and your family might otherwise face.

11.3 Benefit Exceptions

On a case-by-case basis, SelectHealth may extend or add Benefits that are not otherwise expressly covered or are limited by the Plan. In making this decision, SelectHealth will consider the medical appropriateness and cost effectiveness of the proposed exception.

When making such exceptions, SelectHealth reserves the right to specify the Providers, Facilities, and circumstances in which the additional care will be provided and to limit payment for additional Services to the amount SelectHealth would have paid had the Service been provided in accordance with the other provisions of the Plan. Benefits paid under this section are subject to all other Member payment obligations of the Plan such as Copays, Coinsurance, and Deductibles.

11.4 Second Opinions/Physical Examinations

After enrollment, SelectHealth has the right to request that you be examined by a mutually agreed upon Provider concerning a claim, a second opinion request, or a request for Preauthorization. SelectHealth will be responsible for paying for any such physical examination.

11.5 Medical Policies

SelectHealth has developed medical policies to serve as guidelines for coverage decisions. These guidelines detail when certain Services are considered Medically Necessary or Experimental and/or Investigational by SelectHealth. Medical policies do not supersede the express provisions of this Certificate. Some Plans may not provide coverage for certain Services discussed in medical policies. Coverage decisions are subject to all terms and conditions of the applicable Plan, including specific Exclusions and Limitations. Because medical policies are based on constantly changing science, they are periodically reviewed and updated by SelectHealth. For questions about SelectHealth's medical policies, call Member Services at 800-538-5038.

SECTION 12 CLAIMS AND APPEALS

12.1 Administrative Consistency

SelectHealth will follow administrative processes and safeguards designed to ensure and to verify that Benefit claim determinations are made in accordance with the provisions of the Plan and that its provisions have been applied consistently with respect to similarly situated Claimants.

12.2 Claims and Appeals Definitions

This section uses the following additional (capitalized) defined terms:

12.2.1 Adverse Benefit Determination

Any of the following: a Rescission of coverage or a denial, reduction, or termination of a claim for Benefits, or a failure to provide or make payment for such a claim in whole or in part, including determinations related to a Claimant's Eligibility, the application of a review under SelectHealth Healthcare Management Program, and determinations that particular Services are Experimental and/or Investigational or not Medically Necessary or appropriate.

12.2.2 Appeal(s)

Review by SelectHealth of an Adverse Benefit Determination or the negative outcome of a Preservice Inquiry.

12.2.3 Authorized Representative

Someone you have designated to represent you in the claims or Appeals process. To designate an Authorized Representative, you must provide written authorization on a form provided by the Appeals Department or Member Services. However, where an Urgent Preservice Claim is involved, a healthcare professional with knowledge of the medical condition will be permitted to act as your Authorized Representative without a prior written authorization. In this section, the words you and your include your Authorized Representative.

12.2.4 Benefit Determination

The decision by SelectHealth regarding the acceptance or denial of a claim for Benefits.

12.2.5 Claimant

Any Subscriber or Member making a claim for Benefits. Claimants may file claims themselves or may act through an Authorized Representative. In this section, the words you and your are used interchangeably with Claimant.

12.2.6 Concurrent Care Decisions

Decisions by SelectHealth regarding coverage of an ongoing course of treatment that has been approved in advance.

12.2.7 External Review

A review by an outside entity, at no cost to the Member, of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination).

12.2.8 Final Internal Adverse Benefit Determination

An Adverse Benefit Determination that has been upheld by SelectHealth at the completion of the mandatory Appeals process.

12.2.9 Independent Review Organization (IRO)

An entity that conducts independent External Reviews.

12.2.10 Postservice Appeal

A request to change an Adverse Benefit Determination for Services you have already received.

12.2.11 Postservice Claim

Any claim related to Services you have already received.

12.2.12 Preservice Appeal

A request to change an Adverse Benefit Determination on a Preservice Claim.

12.2.13 Preservice Claim

Any claim that requires approval prior to obtaining Services for you to receive full Benefits. For example, a request for Preauthorization under the Healthcare Management program is a Preservice Claim.

12.2.14 Preservice Inquiry

Your verbal or written inquiry to SelectHealth regarding the existence of coverage for proposed Services that do not involve a Preservice Claim, i.e., does not require prior approval for you to receive full Benefits. Preservice Inquiries are not claims and are not treated as Adverse Benefit Determinations.

12.2.15 Urgent Preservice Claim

Any Preservice Claim that, if subject to the normal timeframes for determination, could seriously jeopardize your life, health or ability to regain maximum function or that, in the opinion of your treating Physician, would subject you to severe pain that could not be adequately managed without the requested Services. Whether a claim is an Urgent Preservice Claim will be determined by an individual acting on behalf of SelectHealth applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that your treating Physician determines is an Urgent Preservice Claim will be treated as such.

12.3 How to Make a Preservice Inquiry

Preservice Inquiries should be directed to Member Services at 800-538-5038. A Preservice Inquiry is not a claim for Benefits.

12.4 How to File a Claim for Benefits

12.4.1 Urgent Preservice Claims

In order to file an Urgent Preservice Claim, you must provide SelectHealth with:

a. Information sufficient to determine to what extent Benefits are covered by the Plan; and

b. A description of the medical circumstances that give rise to the need for expedited review.

Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing an Urgent Preservice Claim, SelectHealth will notify you of the failure and the proper procedures to be followed. SelectHealth will notify you as soon as reasonably possible, but no later than 24 hours after receiving the claim. This notice may be verbal unless you specifically request otherwise in writing.

Notice of a Benefit Determination will be provided as soon as possible, taking into account the medical circumstances, but no later than 72 hours after receipt of the claim. However, if SelectHealth gives you notice of an incomplete claim, the notice will give you at least 48 hours to provide the requested information. SelectHealth will then provide a notice of Benefit Determination within 48 hours after receiving the specified information or the end of the period of time given you to provide the information, whichever occurs first. If the Benefit Determination is provided verbally, it will be followed in writing no later than three days after the verbal notice.

If the Urgent Preservice Claim involves a Concurrent Care Decision, notice of the Benefit Determination will be provided as soon as possible but no later than 24 hours after receipt of your claim for extension of treatment or care, as long as the claim is made at least 24 hours before the prescribed period of time expires or the prescribed number of treatments ends.

12.4.2 Other Preservice Claims

The procedure for filing most Preservice Claims (Preauthorization) is set forth in Section 11 Healthcare Management. If there is any other Benefit that would be subject to a Preservice Claim, you may file a claim for that Benefit by contacting Member Services. Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing a Preservice Claim, SelectHealth will provide notice of the failure and the proper procedures to be followed. This notification will be provided as soon as reasonably possible, but no later than five days after receipt of the claim, and may be verbal unless you specifically request it in writing.

Notice of a Benefit Determination will be provided in writing within a reasonable period appropriate to the medical circumstances, but no later than 15 days after receipt of the claim. However, SelectHealth may extend this period for up to an additional 15 days if SelectHealth: 1) determines that such an extension is necessary due to matters beyond its control; and 2) provides you written notice, prior to the end of the original 15-day period, of the circumstances requiring the extension and the date by which SelectHealth expects to render a decision. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will describe the required information, and you will be given 60 days from your receipt of the notice to provide the requested information.

Notice of an Adverse Benefit Determination regarding a Concurrent Care Decision will be provided sufficiently in advance of any termination or reduction of Benefits to allow you to Appeal and obtain a determination before the Benefit is reduced or terminates.

12.4.3 Postservice Claims

a. Participating Providers and Facilities. Participating Providers and Facilities file Postservice Claims with SelectHealth and SelectHealth makes payment to the Providers and Facilities.

b. Nonparticipating Providers and Facilities. Nonparticipating Providers and Facilities are not required to file claims with SelectHealth. If a Nonparticipating Provider or Facility does not submit a Postservice Claim to SelectHealth or you pay the Nonparticipating Provider or Facility, you must submit the claim in writing in a form approved by SelectHealth. Call Member Services or your employer to find out what information is needed to submit a Postservice Claim. All claims must be received by SelectHealth within a 12-month period from the date of the expense or as soon as reasonably possible. Claims received outside of this timeframe will be denied.

Notice of Adverse Benefit Determinations will be provided in writing within a reasonable period of time, but no later than 30 days after receipt of the claim. However, SelectHealth may extend this period for up to an additional 15 days if SelectHealth: 1) determines that such an extension is necessary due to matters beyond its control; and 2) provides you written notice, prior to the end of the original 30-day period, of the circumstances requiring the extension and the date by which SelectHealth expects to render a decision.

The applicable time period for the Benefit Determination begins when your claim is filed in accordance with SelectHealth's procedures, even if you have not submitted all the information necessary to make a Benefit Determination.

12.5 Problem Solving

SelectHealth is committed to making sure that any concerns or problems regarding your claims are investigated and resolved as soon as possible. Many situations can be resolved informally by a Member Services representative. Call Member Services at 800-538-5038. SelectHealth offers foreign language assistance.

12.6 Formal Appeals

If you are not satisfied with the result of working with Member Services, you may file a written formal Appeal of any Adverse Benefit Determination or the negative outcome of a Preservice Inquiry. Written formal Appeals should be sent to the SelectHealth Appeals Department. As the delegated claims review fiduciary under your Employer's Plan, SelectHealth will conduct a full and fair review of your Appeal and has final discretionary authority and responsibility for deciding all matters regarding Eligibility and coverage.

12.6.1 General Rules and Procedures

You will have the opportunity to submit written comments, documents, records, and other information relating to your Appeal. SelectHealth will consider this information regardless of whether it was considered in the Adverse Benefit Determination.

During an Appeal, no deference will be afforded to the Adverse Benefit Determination, and decisions will be made by fiduciaries who did not make the Adverse Benefit Determination and who do not report to anyone who did. If the Adverse Benefit Determination was based on medical judgment, including determinations that Services are Experimental and/or Investigational or not Medically Necessary, the fiduciaries during any Appeal will consult with a medical professional with appropriate training and experience in the appropriate field of medicine and who was neither consulted in connection with the Adverse Benefit Determination nor is the subordinate of such an individual. Upon request, you will be provided the identification of any medical expert(s) whose advice was obtained on behalf of SelectHealth in connection with the Adverse Benefit Determination, whether or not the advice was relied upon in making the Adverse Benefit Determination.

Before SelectHealth can issue a Final Internal Adverse Benefit Determination, you will be provided with any new or additional evidence or rationale considered, relied upon, or generated by SelectHealth in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a Final Internal Benefit Determination is required to be provided to give you a reasonable opportunity to respond prior to the date.

12.6.2 Form and Timing

All requests for an Appeal of an Adverse Benefit Determination (other than those involving an Urgent Preservice Claim) must be in writing and should include a copy of the Adverse Benefit Determination and any other pertinent information that you want SelectHealth to review in conjunction with your Appeal. Send all information to the SelectHealth Appeals Department at the following address:

Appeals Department
P.O. Box 30192
Salt Lake City, Utah 84130-0192

You may Appeal an Adverse Benefit Determination of an Urgent Preservice Claim on an expedited basis either verbally or in writing. You may Appeal verbally by calling the SelectHealth Appeals Department at 800-538-5038, ext.4684. If the request is made verbally, the SelectHealth Appeals Department will within 24 hours send written confirmation acknowledging the receipt of your request.

You may also formally Appeal the negative outcome of a Preservice Inquiry by writing to the SelectHealth Appeals Department at the address above. You should include any information that you wish SelectHealth to review in conjunction with your Appeal.

You must file a formal Appeal within 180 days from the date you received notification of the Adverse Benefit Determination or made the Preservice Inquiry, as applicable.

Appeals that do not comply with the above requirements are not subject to review by SelectHealth or legal challenge.

12.6.3 Appeals Process

As described below, the Appeals process differs for Preservice Claims and Postservice Claims. In each case, there are both mandatory and voluntary reviews. For purposes of the Appeals process only, Preservice Inquiries will be treated like Preservice Claims.

You must exhaust all mandatory reviews before you may pursue civil action, including if applicable under ERISA Section 502(a). It is your choice, however, whether or not to seek voluntary review, and you are not required to do so before pursuing civil action. SelectHealth agrees that any statute of limitations or other legal defense based on timeliness is suspended during the time that any voluntary Appeal is pending. Your decision whether or not to seek voluntary review will have no effect on your rights to any other Benefits. SelectHealth will provide you, upon request, sufficient information to enable you to make an informed decision about whether or not to engage in a voluntary review.

After a mandatory review process, you may choose to pursue civil action, including if applicable under ERISA Section 502(a). Failure to properly pursue the mandatory Appeals process may result in a waiver of the right to challenge the original decision of SelectHealth.

12.6.4 Preservice Appeals

The process for appealing a Preservice Claim provides one mandatory review, possible voluntary reviews, and the right to pursue civil action, including if applicable under ERISA Section 502(a).

Mandatory Review

Your Appeal will be investigated by the Appeals Department. All relevant, available information will be reviewed. The Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

Voluntary Review

After completing the mandatory review process described above, you may pursue a voluntary External Review or a voluntary internal review. However, External Review is only available in the circumstances described below. If you choose to pursue a voluntary External Review, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review, you must complete the Independent Review Request Form. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified by the IRO of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a review of your Appeal. Depending on the nature of the Appeal, it will be considered by either the Administrative Appeal Review Committee or the Clinical Appeal Review Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination. SelectHealth will notify you of the result of the review in writing within 30 days of the date you requested the review. If you are not satisfied with the decision made by the reviewing committee, you may request a review by the SelectHealth Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the reviewing committee notifies you of its decision.

12.6.5 Postservice Appeals

The process for appealing a Postservice Claim provides two mandatory reviews, possible voluntary reviews, and the right to pursue civil action, including if applicable under ERISA Section 502(a).

First Mandatory Review

Your Appeal will be investigated by the SelectHealth Appeals Department. All relevant information will be reviewed and the Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

Second Mandatory Review

If you are dissatisfied with the decision of the first mandatory review, you may request further consideration of your Appeal. Depending on the nature of the Appeal, it will be considered either by the Administrative Appeal Review Committee or the Clinical Appeal Review Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the reviewing committee notifies you of its decision. SelectHealth will notify you of the result of the second mandatory review in writing within 30 days of the date you requested the review.

Voluntary Review

After completing the mandatory review process described above, you may pursue either a voluntary External Review process or a voluntary internal review process. However, External Review is only available in the circumstances described below. If you choose to pursue the voluntary External Review process, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review you must complete the Independent Review Request Form. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date SelectHealth sends the Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a voluntary internal review of your Final Internal Adverse Benefit Determination by the SelectHealth Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its decision.

SECTION 13 OTHER PROVISIONS AFFECTING YOUR BENEFITS

13.1 Coordination of Benefits (COB)

When you or your Dependents have healthcare coverage under more than one health benefit plan, SelectHealth will coordinate Benefits with the other healthcare coverage according to the COB rules set forth in Utah Code, Section 31A-22-619.

13.1.1 Required Cooperation

You are required to cooperate with SelectHealth in administering COB. Cooperation may include providing notice of other health benefit coverage, copies of divorce decrees, bills and payment notices from other payers, and/or signing documents required by SelectHealth to administer COB. Failure to cooperate may result in the denial of claims.

13.1.2 Direct Payments

SelectHealth may make a direct payment to another health benefit plan when the other plan has made a payment that was the responsibility of SelectHealth. This amount will be treated as though it was a Benefit paid by the Plan, and SelectHealth will not have to pay that amount again.

13.2 Subrogation/Restitution

As a condition to receiving Benefits under the Plan, you and your Dependents (hereinafter you) agree that SelectHealth is automatically subrogated to, and has a right to receive equitable restitution from, any right of recovery you may have against any third party as the result of an accident, illness, injury, or other condition involving the third party (hereinafter third-party event) that causes you to obtain Covered Services that are paid for by SelectHealth. SelectHealth is entitled to receive as equitable restitution the proceeds of any judgment, settlement, or other payment paid or payable in satisfaction of any claim or potential claim that you have or could assert against the third party to the extent of all Benefits paid by SelectHealth or payable in the future by SelectHealth because of the third-party event.

Any funds you (or your agent or attorney) recover by way of settlement, judgment, or other award from a third party or from your own insurance due to a third-party event as described in this section shall be held by you (or your agent or attorney) in a constructive trust for the benefit of SelectHealth until SelectHealth's equitable restitution interest has been satisfied.

SelectHealth shall have the right to intervene in any lawsuit, threatened lawsuit, or settlement negotiation involving a third party for purposes of asserting and collecting its equitable restitution interest as described in this section. SelectHealth shall have the right to bring a lawsuit against, or assert a counterclaim or cross-claim against, you (or your agent or attorney) for purposes of collecting SelectHealth's equitable restitution interest or to enforce the constructive trust required by this section.

Except for proceeds obtained from uninsured or underinsured motorist coverage, this contractual right of subrogation/restitution applies whether or not you believe that you have been made whole or otherwise fully compensated by any recovery or potential recovery from the third party and regardless of how the recovery may be characterized (e.g., as compensation for damages other than medical expenses).

You are required to:

a. Promptly notify SelectHealth of all possible subrogation/restitution situations;
b. Help SelectHealth or its designated agent to assert its subrogation/restitution interest;
c. Not take any action that prejudices SelectHealth's right of subrogation/restitution, including settling a dispute with a third party without protecting SelectHealth's subrogation/restitution interest;
d. Sign any papers required to enable SelectHealth to assert its subrogation/restitution interest;
e. Grant to SelectHealth a first priority lien against the proceeds of any settlement, verdict, or other amounts you receive; and
f. Assign to SelectHealth any benefits you may have under any other coverage to the extent of SelectHealth's claim for restitution.

SelectHealth's right of subrogation/restitution exists to the full extent of any payments made, Services provided, or expenses incurred on your behalf because of or reasonably related to the third-party event.

You (or your agent or attorney) will be personally liable for the equitable restitution amount to the extent that SelectHealth does not recover that amount through the process described above.

If you fail to fully cooperate with SelectHealth or its designated agent in asserting SelectHealth's subrogation/restitution right, then limited to the compensation you (or your agent or attorney) have received from a third party, SelectHealth may reduce or deny coverage under the Plan and offset against any future claims. Further, SelectHealth may compromise with you on any issue involving subrogation/restitution in a way that includes your surrendering the right to receive further Services under the Plan for the third-party event.

SelectHealth will reduce the equitable restitution required in this section to reflect reasonable costs or attorneys' fees incurred in obtaining compensation, as separately agreed to in writing between SelectHealth and your attorney.

13.3 Right of Recovery

SelectHealth will have the right to recover any payment made in excess of the obligations of SelectHealth under the Contract. Such recoveries are limited to a time period of 12 months (or 24 months for a COB error) from the date a payment is made unless the recovery is due to fraud or intentional misrepresentation of material fact by you or your Dependents. This right of recovery will apply to payments made to you, your Dependents, your employer, Providers, or Facilities. If an excess payment is made by SelectHealth to you, you agree to promptly refund the amount of the excess. SelectHealth may, at its sole discretion, offset any future Benefits against any overpayment.

SECTION 14 SUBSCRIBER RESPONSIBILITIES

As a condition to receiving Benefits, you are required to:

14.1 Payment

Pay applicable contributions to your employer, and pay the Coinsurance, Copay, and/or Deductible amounts listed in your Member Payment Summary to your Provider(s) and/or Facilities.

14.2 Changes in Eligibility or Contact Information

Notify your employer when there is a change in your situation that may affect your Eligibility, the Eligibility of your Dependents, or if your contact information changes. Your employer has agreed to notify SelectHealth of these changes.

14.3 Other Coverage

Notify SelectHealth if you or your Dependents obtain other healthcare coverage. This information is necessary to accurately process and coordinate your claims.

14.4 Information/Records

Provide SelectHealth all information necessary to administer your coverage, including the medical history and records for you and your Dependents and, if requested, your social security number(s).

14.5 Notification of Members

Notify your enrolled Dependents of all Benefit and other Plan changes.

SECTION 15 EMPLOYER RESPONSIBILITIES

15.1 Enrollment

Your employer makes initial Eligibility decisions and communicates them to SelectHealth. SelectHealth reserves the right to verify that the Eligibility requirements of the Contract are satisfied. Your employer is obligated to promptly notify SelectHealth whenever there is a change in your situation that may affect your Eligibility or the Eligibility of your Dependents. This includes FMLA and other leaves of absence.

15.2 Payment

All enrollments are conditioned upon the timely payment of Premiums to SelectHealth.

15.3 Contract

The Contract is with your employer, and only your employer can change or terminate it. Your employer is responsible for notifying you of any changes to the Plan and for providing you at least 30 days written notice if the Contract is terminated for any reason.

15.4 Compliance

Your employer is responsible for complying with all reporting, disclosure, and other requirements for your Employer's Plan under federal law.

SECTION 16 DEFINITIONS

This Certificate of Coverage contains certain defined terms that are capitalized in the text and described in this section. Words that are not defined have their usual meaning in everyday language.

16.1 Activities of Daily Living

Eating, personal hygiene, dressing, and similar activities that prepare an individual to participate in work or school. Activities of Daily Living do not include recreational, professional, or school-related sporting activities.

16.2 Affordable Care Act (ACA)

The Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 and associated regulations.

16.3 Allowed Amount

The dollar amount allowed by SelectHealth for a specific Covered Service.

16.4 Ambulatory Surgical Facility

A Facility licensed by the state where Services are provided to render surgical treatment and recovery on an outpatient basis to sick or injured persons under the direction of a Physician. Such a Facility does not provide inpatient Services.

16.5 Annual Open Enrollment

A period of time each year that may be offered by your employer during which you are given the opportunity to enroll yourself and your Dependents in the Plan.

16.6 Anodontia

The condition of congenitally missing all teeth, either primary or permanent.

16.7 Application

The form on which you apply for coverage under the Plan.

16.8 Approved Clinical Trials

A phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease (any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted) and is described in any of the following:

a. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

   i. The National Institutes of Health.

   ii. The Centers for Disease Control and Prevention.

   iii. The Agency for Health Care Research and Quality.

   iv. The Centers for Medicare & Medicaid Services.

   v. Cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs.

   vi. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.

   vii. Any of the following if the appropriate review and approval through a system of peer review has been attained:

      1) The Department of Veterans Affairs.

      2) The Department of Defense.

      3) The Department of Energy.

b. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.

c. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

16.9 Benefit(s)

The payments and privileges to which you are entitled by this Certificate and the Contract.

16.10 Certificate of Coverage (Certificate)

This document, which describes the terms and conditions of the health insurance Benefits provided by your employer's Group Health Insurance Contract with SelectHealth. Your Member Payment Summary is attached to and considered part of this Certificate.

16.11 COBRA Coverage

Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

16.12 Coinsurance

A percentage of the Allowed Amount stated in your Member Payment Summary that you must pay for Covered Services to the Provider and/or Facility.

16.13 Continuation Coverage

COBRA Coverage and/or Utah mini-COBRA coverage.

16.14 Contract

The Group Health Insurance Contract between SelectHealth and your employer.

16.15 Copay (Copayment)

A fixed amount stated in your Member Payment Summary that you must pay for Covered Services to a Provider or Facility.

16.16 Covered Services

The Services listed as covered in Section 8 Covered Services, Section 9 Prescription Drug Benefits, Section 10 Limitations and Exclusions, and applicable Optional Benefits, and not excluded by this Certificate.

16.17 Custodial Care

Services provided primarily to maintain rather than improve a Member's condition or for the purpose of controlling or changing the Member's environment. Services requested for the convenience of the Member or the Member's family that do not require the training and technical skills of a licensed Nurse or other licensed Provider, such as convalescent care, rest cures, nursing home services, etc. Services that are provided principally for personal hygiene or for assistance in daily activities.

16.18 Deductible(s)

An amount stated in your Member Payment Summary that you must pay each Year for Covered Services before SelectHealth makes any payment. Some categories of Benefits may be subject to separate Deductibles.

16.19 Dental Services

Services rendered to the teeth, the tooth pulp, the gums, or the bony structure supporting the teeth.

16.20 Dependents

Your Eligible dependents as set forth in Section 2 Eligibility.

16.21 Durable Medical Equipment (DME)

Medical equipment that is able to withstand repeated use and is generally not useful in the absence of an illness or injury.

16.22 Effective Date

The date on which coverage for you and/or your Dependents begins.

16.23 Eligible, Eligibility

In order to be Eligible, you or your Dependents must meet the criteria for participation specified in Section 2 Eligibility and in the Group Application.

16.24 Emergency Condition(s)

A condition of recent onset and sufficient severity, including severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to reasonably expect that failure to obtain immediate medical care could result in:

a. Placing a Member's health in serious jeopardy;

b. Placing the health of a pregnant woman or her unborn child in serious jeopardy;

c. Serious impairment to bodily functions; or

d. Serious dysfunction of any bodily organ or part.

16.25 Employer Waiting Period

The period that you must wait after becoming Eligible for coverage before your Effective Date. Subject to approval by SelectHealth, your employer specifies the length of this period in the Group Application.

16.26 Employer's Plan

The group health plan sponsored by your employer and insured under the Contract.

16.27 Endorsement

A document that amends the Contract.

16.28 ERISA

The Employee Retirement Income Security Act (ERISA), a federal law governing employee benefit plans.

16.29 Excess Charges

Charges from Providers and Facilities that exceed the Allowed Amount for Covered Services. You are responsible to pay for Excess Charges from Nonparticipating Providers and Facilities. These charges do not apply to your Out-of-Pocket Maximum.

16.30 Exclusion(s)

Situations and Services that are not covered by SelectHealth under the Plan. Most Exclusions are set forth in Section 10 Limitations and Exclusions, but other provisions throughout this Certificate and the Contract may have the effect of excluding coverage in particular situations.

16.31 Experimental and/or Investigational

A Service for which one or more of the following apply:

a. It cannot be lawfully marketed without the approval of the Food and Drug Administration (FDA) and such approval has not been granted at the time of its use or proposed use;

b. It is the subject of a current investigational new drug or new device application on file with the FDA;

c. It is being provided pursuant to a Phase I or Phase II clinical trial or as the experimental or research arm of a Phase III clinical trial;

d. It is being or should be delivered or provided subject to the approval and supervision of an Institutional Review Board (IRB) as required and defined by federal regulations, particularly those of the FDA or the Department of Health and Human Services (HHS); or

e. If the predominant opinion among appropriate experts as expressed in the peer-reviewed medical literature is that further research is necessary in order to define safety, toxicity, effectiveness, or comparative effectiveness, or there is no clear medical consensus about the role and value of the Service.

16.32 Facility

An institution that provides certain healthcare Services within specific licensure requirements.

16.33 Formulary

The Prescription Drugs covered by your Plan.

16.34 Generic Drug(s)

A medication that has the same active ingredients, safety, dosage, quality, and strength as its brand-name counterpart. Both the brand-name drug and the Generic Drug must get approval from the FDA before they can be sold.

16.35 Group Application

A form used by SelectHealth both as an application for coverage by your employer and to specify group-specific details of coverage. The Group Application may contain modifications to the language of the Contract. It also demonstrates your employer's acceptance of the Contract. Other documents, such as Endorsements, may be incorporated by reference into the Group Application.

16.36 Group Health Insurance Contract

The agreement between your employer and SelectHealth that contains the terms and conditions under which SelectHealth provides group insurance coverage to you and your Dependents. The Group Application and this Certificate are part of the Group Health Insurance Contract.

16.37 Healthcare Management Program

A program designed to help you obtain quality, cost-effective, and medically appropriate care, as described in Section 11 Healthcare Management.

16.38 Home Healthcare

Services provided to Members at their home by a licensed Provider who works for an organization that is licensed by the state where Services are provided.

16.39 Hospice Care

Supportive care provided on an inpatient or outpatient basis to a terminally ill Member not expected to live more than six months.

16.40 Hospital

A Facility that is licensed by the state in which Services are provided that is legally operated for the medical care and treatment of sick or injured individuals.

A Facility that is licensed and operating within the scope of such license, which:

a. Operates primarily for the admission, acute care, and treatment of injured or sick persons as inpatients;

b. Has a 24-hour-a-day nursing service by or under the supervision of a graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.);

c. Has a staff of one or more licensed Physicians available at all times; and

d. Provides organized facilities for diagnosis and surgery either on its premises or in facilities available to the Hospital on a contractual prearranged basis.

16.41 Infertility

A condition resulting from a disease (an interruption, cessation, or disorder of body functions, systems, or organs) of the male or female reproductive tract which prevents the conception of a child or the ability to carry a pregnancy to delivery.

16.42 Injectable Drugs and Specialty Medications

A class of drugs that may be administered orally, as a single injection, intravenous infusion or in an inhaled/nebulized solution. Injectable drugs and specialty medications include all or some of the following:

a. Are often products of a living organism or produced by a living organism through genetic manipulation of the organism's natural function;

b. Are generally used to treat an ongoing chronic illness;

c. Require special training to administer;

d. Have special storage and handling requirements;

e. Are typically limited in their supply and distribution to patients or Providers; and

f. Often have additional monitoring requirements.

Certain drugs used in a Provider's office to treat common medical conditions (such as intramuscular penicillin) are not considered injectable drugs and specialty medications, because they are widely available, distributed without limitation, and are not the product of bioengineering.

16.43 Initial Eligibility Period

The period determined by SelectHealth and your employer during which you may enroll yourself and your Dependents in the Plan. The Initial Eligibility Period is identified in the Group Application.

16.44 Lifetime Maximum

The maximum accumulated amount that SelectHealth will pay for certain Covered Services (as allowed by the Affordable Care Act) during a Member's lifetime. This includes all amounts paid on behalf of the Member under any prior health benefit plans insured by SelectHealth (including those sponsored by former employers) or any of its affiliated or subsidiary companies. If applicable, lifetime maximums are specified in your Member Payment Summary.

16.45 Limitation(s)

Situations and Services in which coverage is limited by SelectHealth under the Plan. Most Limitations are set forth in Section 10 Limitations and Exclusions, but other provisions throughout this Certificate and the Contract may have the effect of limiting coverage in particular situations.

16.46 Major Diagnostic Tests

Diagnostic tests categorized as major by SelectHealth. SelectHealth categorizes tests based on several considerations such as the invasiveness and complexity of the test, the level of expertise required to interpret or perform the test, and where the test is commonly performed. Examples of common major diagnostic tests are:

a. Cardiac nuclear studies or cardiovascular procedures such as coronary angiograms;

b. Gene-based testing and genetic testing;

c. Imaging studies such as MRIs, CT scans, and PET scans; and

d. Neurologic studies such as EMGs and nerve conduction studies.

If you have a question about the category of a particular test, please contact Member Services.

16.47 Major Surgery

A surgical procedure having one or more of the following characteristics:

a. Performed within or upon the contents of the abdominal, pelvic, cranial or thoracic cavities;

b. Typically requiring general anesthesia;

c. Has a level of difficulty or length of time to perform which constitutes a hazard to life or function of an organ or tissue; or

d. Requires the special training to perform.

16.48 Medical Director

The Physician(s) designated as such by SelectHealth.

16.49 Medical Necessity/Medically Necessary

Services that a prudent healthcare professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is:

a. In accordance with generally accepted standards of medical practice in the United States;

b. Clinically appropriate in terms of type, frequency, extent, site, and duration; and

c. Not primarily for the convenience of the patient, Physician, or other Provider.

When a medical question-of-fact exists, Medical Necessity shall include the most appropriate available supply or level of service for the Member in question, considering potential benefit and harm to the Member.

Medical Necessity is determined by the treating Physician and by SelectHealth's Medical Director or his or her designee. The fact that a Provider or Facility, even a Participating Provider or Facility, may prescribe, order, recommend, or approve a Service does not make it Medically Necessary, even if it is not listed as an Exclusion or Limitation. FDA approval, or other regulatory approval, does not establish Medical Necessity.

16.50 Member

You and your Dependents, when properly enrolled in the Plan and accepted by SelectHealth.

16.51 Member Payment Summary

A summary of your Benefits by category of service, attached to and considered part of this Certificate.

16.52 Minor Diagnostic Tests

Tests not categorized as Major Diagnostic Tests. Examples of common minor diagnostic tests are:

a. Bone density tests;

b. Certain EKGs;

c. Echocardiograms;

d. Common blood and urine tests;

e. Simple X-rays such as chest and long bone X-rays; and

f. Spirometry/pulmonary function testing.

16.53 Miscellaneous Medical Supplies (MMS)

Supplies that are disposable or designed for temporary use.

16.54 Nonparticipating (Out-of-Network) Facility

Healthcare Facilities that are not under contract with SelectHealth.

16.55 Nonparticipating (Out-of-Network) Pharmacies

Pharmacies that are not under contract with SelectHealth.

16.56 Nonparticipating (Out-of-Network) Provider

Providers that are not under contract with SelectHealth.

16.57 Nurse

A graduate Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.) who is licensed by the state where Services are provided to provide medical care and treatment under the supervision of a Physician.

16.58 Oligodontia

The condition of congenitally missing more than six teeth, not including third molars or wisdom teeth.

16.59 Optional Benefit

Additional coverage purchased by your employer as noted in your Member Payment Summary that modifies Limitations and/or Exclusions.

16.60 Out-of-Pocket Maximum

The maximum amount specified in your Member Payment Summary that you must pay each Year to Providers and/or Facilities as Deductibles, Copays, and Coinsurance. Except when otherwise noted in your Member Payment Summary, SelectHealth will pay 100 percent of Allowed Amounts during the remainder of the Year once the Out-of-Pocket Maximum is satisfied. Some categories of Benefits may be subject to separate Out-of-Pocket Maximums. Payments you make for Excess Charges, non-Covered Services, and certain categories of Services specified in your Member Payment Summary are not applied to the Out-of-Pocket Maximum.

16.61 Palliative Care

Comprehensive, specialized care provided by an interdisciplinary team to patients and families living with a life-threatening or severe advanced illness where the focus of care is to alleviate suffering and maintain an acceptable quality of life. Hospice Care for terminally ill patients is one type of palliative care.

16.62 Participating (In-Network) Benefits

Benefits available to you when you obtain Covered Services from a Participating Provider or Facility.

16.63 Participating (In-Network) Facility

Facilities under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.64 Participating (In-Network) Pharmacies

Pharmacies under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.65 Participating (In-Network) Providers

Providers under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.66 Pervasive Developmental Disorder (PDD/Developmental Delay)

A state in which an individual has not reached certain developmental milestones normal for that individual’s age, yet no obvious medical diagnosis or condition has been identified that could explain the cause of this delay. PDD includes five disorders characterized by delays in the development of multiple basic functions, including socialization and communication. PDD includes:

a. Asperger's Syndrome;

b. Autistic Disorder;

c. Childhood Disintegrative Disorder;

d. Pervasive developmental disorder not otherwise specified; and

e. Rett's Disorder.

16.67 Physician

A doctor of medicine or osteopathy who is licensed by the state in which he or she provides Services and who practices within the scope of his or her license.

16.68 Plan

The specific combination of Covered Services, Limitations, Exclusions, and other requirements agreed upon between SelectHealth and your employer as set forth in this Certificate and the Contract.

16.69 Plan Sponsor

As defined in ERISA. The Plan Sponsor is typically your employer.

16.70 Preauthorization (Preauthorize)

Prior approval from SelectHealth for certain Services. Refer to Section 11 Healthcare Management and your Member Payment Summary.

16.71 Premium(s)

The amount your Employer periodically pays to SelectHealth as consideration for providing Benefits under the Plan. The Premium is specified in the Group Application.

16.72 Prescription Drugs

Drugs and medications, including insulin, that by law must be dispensed by a licensed pharmacist and that require a Provider's written prescription.

16.73 Preventive Services

Periodic healthcare that includes screenings, checkups, and patient counseling to prevent illness, disease, or other health problems not previously known to exist in the individual, and as defined by the Affordable Care Act and/or SelectHealth.

16.74 Primary Care Physician or Primary Care Provider (PCP)

A general practitioner who attends to common medical problems, provides Preventive Services, and health maintenance. The following types of Physicians and Providers, and their associated physician assistants and nurse practitioners, are PCPs:

a. Certified Nurse Midwives;

b. Family Practice;

c. Geriatrics;

d. Internal Medicine;

e. Obstetrics and Gynecology (OB/GYN); and

f. Pediatrics.

16.75 Private Duty Nursing

Services rendered by a Nurse to prepare and educate family members and other caregivers on proper procedures for care during the transition from an acute Hospital setting to the home setting.

16.76 Provider

A vendor of healthcare Services licensed by the state where Services are provided and that provides Services within the scope of its license.

16.77 Qualified Medical Child Support Order (QMCSO)

A court order for the medical support of a child as defined in ERISA.

16.78 Rescission (Rescind)

A cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

16.79 Residential Treatment Center

A licensed psychiatric facility which provides 24-hour continuous, individually-planned programs of therapeutic treatment and supervision.

16.80 Respite Care

Care provided primarily for relief or rest from caretaking responsibilities.

16.81 Secondary Care Physician or Secondary Care Provider (SCP)

Physicians and other Providers who are not a Primary Care Physician or Primary Care Provider. Examples of an SCP include:

a. Cardiologists;

b. Dermatologists;

c. Neurologists;

d. Ophthalmologists;

e. Orthopedic Surgeons; and

f. Otolaryngologists (ENTs).

16.82 Service Area

The geographical area in which SelectHealth arranges for Covered Services for Members from Participating Providers and Facilities. Contact SelectHealth for Service Area information if the U.S. Postal Service changes or adds ZIP codes after the beginning of the Year.

The Select Care Service Area is the State of Utah.

The Select Med Service Area includes the following counties: Beaver, Box Elder, Cache, Carbon, Davis, Duchesne, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, San Juan, Sanpete, Sevier, Summit, Tooele, Uintah, Utah, Wasatch, Washington, Wayne, and Weber. However, not all ZIP codes within these counties are included. The following ZIP codes are not part of the Select Med Service Area: 84008, 84034, 84035, 84078, 84079, 84083, 84313, 84329, 84712, 84716, 84717, 84718, 84723,84734, 84736, 84759, 84764, and 84776.

The Select Value Service Area includes the following counties: Davis, Salt Lake, Utah, and Weber. However, not all ZIP codes within these counties are included. The following ZIP codes are not part of the Select Value Service Area: 84017, 84024, 84033, 84036, 84055, 84061, 84013, 84626, 84651, 84653, 84655, 84660, and 84633.

16.83 Service(s)

Services, care, tests, treatments, drugs, medications, supplies, or equipment.

16.84 Skilled Nursing Facility

A Facility that provides Services that improve, rather than maintain, your health condition, that requires the skills of a Nurse in order to be provided safely and effectively, and that:

a. Is being operated as required by law;

b. Is primarily engaged in providing, in addition to room and board accommodations, skilled nursing care under the supervision of a Physician;

c. Provides 24 hours a day, seven days a week nursing service by or under the supervision of a Registered Nurse (R.N.); and

d. Maintains a daily medical record of each patient.

A Skilled Nursing Facility is not a place that is primarily used for rest or for the care and treatment of mental diseases or disorders, chemical dependency, alcoholism, Custodial Care, nursing home care, or educational care.

16.85 Special Enrollment Right

An opportunity to enroll in the Plan outside of your employer's Annual Open Enrollment period under defined circumstances described in Section 3 Enrollment.

16.86 Subscriber

You, the individual with an employment or another defined relationship to the Plan Sponsor, through whom Dependents may be enrolled with SelectHealth.

16.87 TeleHealth

Otherwise covered evaluation and management, genetic counseling, and mental health Services provided via interactive (synchronous) video and audio telecommunications systems and as otherwise indicated in medical policy.

16.88 Urgent Condition(s)

An acute health condition with a sudden, unexpected onset that is not life threatening but that poses a danger to a person's health if not attended by a Physician within 24 hours, e.g., high fevers, possible fractures.

16.89 Utah mini-COBRA

Continuation coverage required by Utah law for employers with fewer than 20 employees.

16.90 Year

Benefits are calculated on either a calendar-year or plan-year basis, as indicated on your Member Payment Summary.

a. The calendar year begins on January 1 at 12:00 a.m. Mountain Standard Time and ends on December 31, at 11:59 p.m. Mountain Standard Time.

b. The plan year, if applicable, is indicated in the Group Application.

appendix A

prescription drug list

RXSELECT® PRESCRIPTION DRUG LIST (UTAH)

This is a summary of the prescription drugs covered on your plan. This printed version contains only the most commonly prescribed drugs in their most common strengths and formulations.

Your drug benefit has four tiers (levels) of coverage. The tiers determine the amount you are responsible to pay. In most cases, drugs on lower tiers will cost you less. Copay and coinsurance amounts are shown on your Member Payment Summary (MPS) and ID Card.

This is not a complete list of all covered drugs and may change due to new drugs, therapies, or other factors. If you have questions about your prescription drug benefits, please call Member Services at **800-538-5038** weekdays, from 7:00 a.m. to 8:00 p.m., and Saturdays, from 9:00 a.m. to 2:00 p.m. TTY users should call 711.

View the most current drug coverage and pharmacy benefit information by logging in to *My Health* at selecthealth.org. Once logged in, go to "Pharmacy Claims" to find:

- Drug prices and potential lower-cost alternatives for drugs you already take
- A drug lookup, searchable by drug name and dose
- Tier statuses of prescription drugs, including injectables
- Your prescription copays and benefits
- Maintenance drug (90-day) medications
- Explanations of Benefits (EOBs) for your drug claims
- Preauthorization and step therapy requirements
- Participating pharmacies, including Retail90®

LEGEND

(PA) Preauthorization

Coverage of certain drugs is based on medical necessity. For these drugs, you will need preauthorization from SelectHealth; otherwise, you will be responsible to pay the drug's full retail price.

(M) Maintenance Drug

These drugs qualify for the 90-day maintenance drug benefit.

(ST) Step Therapy

Drugs that require step therapy are covered by SelectHealth only after you have tried the alternative therapy, and it didn't work (the therapy failed). Step therapy generally applies only to brand-name drugs.

(QL) Quantity Limits

Quantity limitations apply to certain drugs (e.g., maximum number of tablets or capsules per prescription). Preauthorization is required if the medication exceeds the plan limits.

(AGE) Age Limit

A minimum or maximum age limit requirement must be met for coverage.

Preventive Drugs

Drug Catagories with an "*" are considered **preventive drugs** and may be covered at a different benefit than other drugs. Prescriptions vary in strength and formulation, and your specific prescription may be covered at a different tier than is listed here. If your plan includes the **value-based option**, Tier 2 drugs in these categories are covered at the Tier 1 benefit. Refer to your Member Payment Summary (MPS) and ID Card for details.

Noncovered Drug Exceptions

For drugs that are not covered, you, your physician, or your pharmacy may request coverage based on medical necessity. Requests are granted on a case-by-case basis.

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
ACNE						
				ACANYA GEL	3	(ST)
	AMNESTEEM	1				
	CLARAVIS	1				
				CLARAVIS (CAP) 30MG	3	
				CLEOCIN-T	3	
	CLINDAMY/BEN	1		BENZACLIN GEL	3	
	MYORISAN	1				
	SOTRET	1				
	TRETINOIN	1	(AGE)	RETIN-A CREAM	3	(AGE)
	ZENATANE	1		ABSORICA	3	(PA)
				ZENATANE (CAP) 30MG	3	
ALLERGY NASAL PREPARATIONS						
	FLUTICASONE	1	(M)	FLONASE	3	(M)
ANTI-TNF-ALPHA MONOCLONAL ANTIBODIES						
				HUMIRA	4	(PA)(QL)
				ENBREL	4	(PA)(QL)
				CIMZIA	4	(PA)(QL)
ANTIBIOTICS CEPHALOSPORINS						
	CEFDINIR	1				
	CEPHALEXIN	1		KEFLEX	3	
ANTIBIOTICS MACROLIDES						
	AZITHROMYCIN	1	(QL)	ZITHROMAX	3	(QL)
	CLINDAMYCIN	1		CLEOCIN	3	
ANTIBIOTICS MISC. ANTIBIOTICS						
	METRONIDAZOLE	1		FLAGYL	3	
	NITROFURANTN	1		MACROBID	3	
	SMZ/TMP DS	1		BACTRIM DS	3	
ANTIBIOTICS PENICILLINS						
	AMOX/K CLAV	1		AUGMENTIN	3	
	AMOXICILLIN	1				
	PENICILLN VK	1				
ANTIBIOTICS QUINOLONES						
	CIPROFLOXACN	1		CIPRO	3	
	LEVOFLOXACIN	1		LEVAQUIN	3	
ANTIBIOTICS TETRACYCLINES						
	DOXYCYC MONO	1		MONODOX	3	(PA)
	DOXYCYC MONO (TAB) 150MG	1	(PA)(QL)	ADOXA PAK 1/ (TAB) 150MG	3	(PA)(QL)
	DOXYCYCLINE (CAP) 150MG	1	(PA)(QL)	ADOXA (CAP) 150MG	3	(PA)(QL)
	MINOCYCLINE	1		MINOCIN	3	(ST)
ANTIFUNGALS						
	FLUCONAZOLE	1	(QL)	DIFLUCAN	3	(QL)
ANTIMALARIALS						
	HYDROXYCHLOR	1		PLAQUENIL	3	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
ANTIMETABOLITES						
	METHOTREXATE	1		TREXALL	2	
ANTIPARKINSON DOPAMINERGICS						
	PRAMIPEXOLE	1	(QL)(M)	MIRAPEX	3	(QL)(M)
	ROPINIROLE	1	(QL)(M)	REQUIP	3	(QL)(M)
ANTIVIRALS						
	ACYCLOVIR	1		ZOVIRAX (TAB) 400MG	2	
	ACYCLOVIR	1		ZOVIRAX (TAB) 800MG	3	
	VALACYCLOVIR	1	(QL)	VALTREX	3	(QL)
ANXIETY & SLEEP DISORDER						
	ALPRAZOLAM	1		XANAX	3	
	BUSPIRONE	1	(M)			
	DIAZEPAM	1		VALIUM	3	
	ESZOPICLONE	1	(QL)	LUNESTA	3	(ST)(QL)
	HYDROXYZINE PAM	1		VISTARIL	3	
	LORAZEPAM	1		ATIVAN	3	
	TEMAZEPAM (CAP) 15MG AND 30MG	1	(QL)	RESTORIL (CAP) 15MG AND 30MG	3	(QL)
	ZOLPIDEM	1	(QL)	AMBIEN	3	(ST)(QL)
	ZOLPIDEM ER	1	(QL)	AMBIEN CR	3	(ST)(QL)
*ASTHMA**						
				ADVAIR DISKU	3	(PA)(QL)
				ADVAIR HFA	3	(PA)(QL)
	ALBUTEROL	1	(M)			
				DULERA	2	(QL)
				FLOVENT HFA	2	(QL)
	MONTELUKAST	1	(QL)(M)	SINGULAIR	3	(ST)(QL)
				PROAIR HFA AER	2	(QL)
				PROVENTIL AER HFA	3	(QL)
				QVAR	2	(QL)
				SYMBICORT	2	(QL)
				VENTOLIN HFA AER	2	(QL)
*CADRIOVASCULAR ANTIADRENERGICS**						
	CLONIDINE	1	(M)	CATAPRES	3	(M)
CARDIOVASCULAR ACE INHIBITORS						
	LISINOPRIL	1	(M)	ZESTRIL	2	(M)
CARDIOVASCULAR ANGIOTENSIN II RECEPTOR BLOCKERS						
	LOSARTAN POTASSIUM	1	(QL)(M)	COZAAR	3	(QL)(M)
*CARDIOVASCULAR BETA-BLOCKERS**						
	ATENOLOL	1	(M)	TENORMIN	3	(M)
	CARVEDILOL	1	(M)	COREG	3	(M)
	METOPROLOL TARTRATE	1	(M)	LOPRESSOR	3	(M)
	METOPROLOL	1	(M)	TOPROL XL	3	(M)
	PROPRANOLOL	1	(M)	INDERAL LA	3	(M)

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
*CARDIOVASCULAR BLOOD MODIFIERS**						
	CLOPIDOGREL	1	(QL)(M)	PLAVIX	3	(QL)(M)
				ELIQUIS	2	(QL)(M)
	WARFARIN	1	(M)	COUMADIN	2	(M)
				XARELTO	2	(QL)(M)
*CARDIOVASCULAR CALCIUM CHANNEL BLOCKERS**						
	AMLODIPINE	1	(M)	NORVASC	3	(M)
	CARTIA XT	1	(M)	CARDIZEM CD	3	(M)
	DILTIAZEM	1	(M)	CARDIZEM CD	3	(M)
				ISOPTIN SR	3	(M)
	VERAPAMIL	1	(M)	CALAN SR	3	(M)
*CARDIOVASCULAR COMBINATION/OTHER**						
	AMLOD/BENAZP	1	(M)	LOTREL	3	(M)
	LISINOP/HCTZ	1	(M)	ZESTORETIC	3	(M)
	LOSARTAN/HCT	1	(QL)(M)	HYZAAR	3	(QL)(M)
	VALSART/HCTZ	1	(QL)(M)	DIOVAN HCT	3	(ST)(QL)(M)
*CARDIOVASCULAR DIURETICS (WATER PILLS)**						
	FUROSEMIDE	1	(M)	LASIX	3	(M)
	HYDROCHLOROT	1	(M)	MICROZIDE	3	(M)
	SPIRONOLACT	1	(M)	ALDACTONE	3	(M)
	TRIAMT/HCTZ	1	(M)	MAXZIDE	3	(M)
*CHOLESTEROL**						
	ATORVASTATIN	1	(QL)(M)	LIPITOR	3	(PA)(QL)(M)
				CRESTOR (TAB) 5 AND 10MG	2	(ST)(QL)(M)
				CRESTOR (TAB) 20MG AND 40MG	2	(QL)(M)
	FENOFIBRATE	1	(M)	TRICOR	3	
	LOVASTATIN	1	(M)	MEVACOR	3	
	PRAVASTATIN	1	(QL)(M)	PRAVACHOL	3	(QL)(M)
	SIMVASTATIN	1	(QL)(M)	ZOCOR	3	(QL)(M)
*CHRONIC OBSTRUCTIVE PULMONARY DISEASE (COPD)**						
				TUDORZA PRES	2	(QL)
COBALAMINS						
	CYANOCOBALAM	1				
				NASCOBAL	3	
CONTRACEPTION (BIRTH CONTROL)						
	GENERICS	1	(M)	BRANDS	3	(M)
				NUVARING	2	(QL)(M)
COUGH/COLD/ALLERGY COMBINATIONS						
	PROMETH/COD	1				
DERMATOLOGICALS (SKIN) MISC. DERMATOLOGICALS						
				CENTANY	3	
	MUPIROCIN	1		BACTROBAN	3	
DERMATOLOGICALS (SKIN) STEROIDS						
	TRIAMCINOLON	1				
				TRIANEX	3	
	TRIDERM	1				

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
*DIABETIC INJECTABLES**						
				LANTUS	2	(M)
				NOVOLOG	2	(M)
				TOUJEO SOLO	2	(M)
				TRULICITY	2	(ST)(QL)(M)
				VICTOZA	2	(ST)(QL)(M)
*DIABETIC ORAL ANTIDIABETICS**						
	GLIMEPIRIDE	1	(M)	AMARYL	3	(M)
	METFORMIN	1	(M)	GLUCOPHAGE	3	(M)
	METFORMIN	1	(M)	FORTAMET	3	(M)
	PIOGLITAZONE	1	(QL)(M)	ACTOS	3	(QL)(M)
				INVOKANA	2	(ST)(QL)(M)
				JARDIANCE	2	(ST)(QL)(M)
				TRADJENTA	2	(QL)(M)
				NESINA	2	(QL)(M)
FLUORIDE						
	FLUORIDE	1	(QL)(M)(AGE)			
FOLIC ACID/FOLATES						
	FOLIC ACID	1	(M)			
GASTROINTESTINAL (DIGESTIVE) NAUSEA & VOMITING						
	ONDANSETRON	1	(QL)	ZOFRAN	3	(QL)
	PROMETHAZINE	1				
GASTROINTESTINAL (DIGESTIVE) ULCER TREATMENTS						
	RANITIDINE	1	(QL)(M)	ZANTAC	3	(M)
GASTROINTESTINAL (DIGESTIVE) ULCER TREATMENTS						
				DEXILANT	3	(ST)(QL)(M)
	LANSOPRAZOLE	1	(QL)(M)	PREVACID	3	(ST)(QL)(M)
	OMEPRAZOLE	1	(QL)(M)	PRILOSEC	3	(ST)(QL)(M)
	PANTOPRAZOLE	1	(QL)(M)	PROTONIX	3	(ST)(QL)(M)
HORMONE REPLACEMENT THERAPY FEMALE						
	ESTRADIOL	1	(QL)(M)	ALORA	3	(QL)(M)
	ESTRADIOL	1	(QL)(M)	ESTRACE	3	(QL)(M)
	ESTRADIOL	1	(QL)(M)	MINIVELLE	3	(QL)(M)
				VIVELLE-DOT	3	(QL)(M)
HORMONE REPLACEMENT THERAPY MALE						
				ANDROGEL GEL 1.62%	2	(QL)(M)
	TESTOST CYP	1	(M)	DEPO-TESTOST	3	(M)
	TESTOSTERONE	1	(M)			
	TESTOSTERONE GEL	1	(ST)(QL)(M)	ANDROGEL GEL 1%	3	(PA)(QL)(M)
	TESTOSTERONE GEL	1	(ST)(QL)(M)	FORTESTA	3	(PA)(QL)(M)
	TESTOSTERONE	1	(ST)(QL)(M)	VOGELXO	3	(PA)(QL)(M)
LAXATIVES						
	GAVILYTE-G	1		GOLYTELY	2	
	PEG-3350	1		GOLYTELY	2	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
MENTAL HEALTH ANTIDEPRESSANTS						
	AMITRIPTYLINE	1	(M)			
	BUPROPION	1	(QL)(M)	WELLBUTRIN	3	(ST)(QL)(M)
	CITALOPRAM	1	(QL)(M)	CELEXA	3	(ST)(QL)(M)
	DULOXETINE	1	(QL)(M)	CYMBALTA	3	(ST)(QL)(M)
	ESCITALOPRAM	1	(QL)(M)	LEXAPRO	3	(ST)(QL)(M)
	FLUOXETINE	1	(QL)(M)	PROZAC	3	(ST)(QL)(M)
	MIRTAZAPINE	1	(QL)(M)	REMERON	3	(ST)(QL)(M)
	PAROXETINE	1	(QL)(M)	PAXIL	3	(ST)(QL)(M)
	SERTRALINE	1	(QL)(M)	ZOLOFT	3	(ST)(QL)(M)
	TRAZODONE	1	(QL)(M)			
	VENLAFAXINE	1	(QL)(M)	EFFEXOR XR	3	(ST)(QL)(M)
MENTAL HEALTH ANTIPSYCHOTICS						
	ARIPIPRAZOLE	1	(ST)(QL)(M)	ABILIFY	3	(ST)(QL)(M)
				LATUDA	2	(ST)(QL)(M)
	QUETIAPINE	1	(QL)(M)	SEROQUEL	3	(ST)(QL)(M)
	RISPERIDONE	1	(QL)(M)	RISPERDAL	3	(ST)(QL)(M)
MENTAL HEALTH STIMULANTS						
	AMPHETAMINE	1	(QL)	ADDERALL	3	(QL)
	METADATE	1	(QL)	RITALIN	3	(QL)
	METHYLIN	1	(QL)	RITALIN	3	(QL)
	METHYLPHENID	1	(QL)	CONCERTA	3	(QL)
	METHYLPHENID	1	(QL)	RITALIN	3	(QL)
				VYVANSE	2	(QL)
MIGRAINE						
	RIZATRIPTAN	1	(QL)	MAXALT	3	(ST)(QL)
	SUMATRIPTAN	1	(QL)	IMITREX	3	(ST)(QL)
MUSCLE RELAXANTS						
	BACLOFEN	1				
	CARISOPRODOL (TAB) 350MG	1	(QL)	SOMA (TAB) 350MG	3	(QL)
	CYCLOBENZAPRINE	1		FEXMID	3	
	METHOCARBAM	1		ROBAXIN	3	
	TIZANIDINE	1		ZANAFLEX	3	
OIL-SOLUBLE VITAMINS						
	ERGOCALCIFER	1	(ST)(M)	DRISDOL	3	(ST)
	VITAMIN D	1	(ST)(M)	DRISDOL	3	(ST)
OPHTHALMIC STEROIDS						
				PRED FORTE	3	
				PRED MILD	3	
	PREDNISOLONE	1	(QL)	OMNIPRED	3	(QL)
OPHTHALMICS (EYE) ANTI-INFECTIVES						
	CIPROFLOXACN	1		CILOXAN	3	
	POLYMYXIN	1		POLYTRIM	3	
	TRIMETHOPRIM	1		POLYTRIM	3	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
OPHTHALMICS (EYE) MISC. OPHTHALMICS						
				ALPHAGAN P SOL 0.1%	2	(QL)(M)
	BRIMONIDINE	1	(QL)(M)	ALPHAGAN P SOL 0.15%	3	(QL)(M)
OPHTHALMICS (EYE) PROSTGLANDINS						
	LATANOPROST	1	(QL)(M)	XALATAN	3	(QL)(M)
OPIOID PARTIAL AGONISTS						
				BUNAVAIL	3	(ST)(QL)
	BUPRENORPHIN	1	(QL)			
				SUBOXONE	3	(PA)(QL)
*OSTEOPOROSIS**						
	ALENDRONATE	1	(QL)(M)	FOSAMAX	3	(QL)
PAIN MEDICATIONS NARCOTIC ANALGESICS						
	APAP/CODEINE	1	(QL)	TYLENOL/COD	3	(QL)
	BUT/APAP/CAF	1	(QL)	ESGIC	3	(QL)
	ENDOCET	1	(QL)	PERCOCET	3	(QL)
	FENTANYL	1	(QL)	DURAGESIC	3	(ST)(QL)
	HYDROCO/APAP	1	(QL)	NORCO	3	(QL)
	METHADONE	1	(QL)	DOLOPHINE	3	(ST)(QL)
	MORPHINE SUL	1	(QL)	MS CONTIN	3	(ST)(QL)
	OXYCOD/APAP	1	(QL)	PERCOCET	3	(QL)
	OXYCODONE	1	(QL)	ROXICODONE	3	(QL)
	ROXICET	1	(QL)	PERCOCET	3	(QL)
	TRAMADOL HCL	1	(QL)	ULTRAM	3	(QL)
PAIN MEDICATIONS NON-STEROIDAL ANTI-INFLAMMATORIES						
	CELECOXIB	1	(ST)(QL)(M)	CELEBREX	3	(ST)(QL)(M)
	DICLOFENAC	1	(M)			
	IBUPROFEN	1	(M)			
	MELOXICAM	1	(M)	MOBIC	3	(M)
	NAPROXEN	1	(M)	NAPROSYN	3	(M)
POTASSIUM						
	KLOR-CON	1	(M)	K-TAB	3	(M)
				KLOR-CON M15	3	(M)
	POT CL MICRO	1	(M)			
	POTASSIUM CHLORIDE	1	(M)	K-TAB	3	(M)
*PRENATAL VITAMINS**						
	GENERICS	1	(QL)(M)(AGE)	BRANDS	3	(QL)(M)(AGE)
PROSTATE						
	FINASTERIDE	1	(M)	PROSCAR	3	(M)
	TAMSULOSIN	1	(M)	FLOMAX	3	(M)

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
SEIZURE DISORDER						
	CLONAZEPAM	1	(M)	KLONOPIN	3	(M)
	GABAPENTIN	1	(QL)(M)	NEURONTIN	3	(QL)(M)
	LAMOTRIGINE	1	(QL)(M)	LAMICTAL	3	(ST)(QL)(M)
	LEVETIRACETA	1	(QL)(M)	KEPPRA	3	(ST)(QL)(M)
				LYRICA	3	(QL)(M)
	TOPIRAGEN	1	(QL)	TOPAMAX	3	(ST)(QL)(M)
	TOPIRAMATE	1	(QL)	TOPAMAX	3	(ST)(QL)(M)
STEROIDS						
	DEXAMETHASON	1				
	METHYLPRED	1		MEDROL	3	
	PREDNISONE	1	(M)			
THYROID						
	LEVOTHYROXIN	1	(QL)(M)	SYNTHROID	3	(QL)(M)
	LIOTHYRONINE	1	(M)	CYTOMEL	2	
UNCATEGORIZED						
	ALLOPURINOL	1	(M)	ZYLOPRIM	2	(M)
URINARY ANALGESICS						
	PHENAZOPYRIDINE	1		PYRIDIUM	2	
URINARY INCONTINENCE						
	OXYBUTYNIN	1	(QL)(M)	DITROPAN XL	3	(QL)(M)

appendix B

optional benefits

ASH CHIROPRACTIC OPTIONAL BENEFIT

Your Chiropractic Benefits are administered by American Specialty Health Group, Inc ("ASH"). If you have any questions, concerns, or complaints about your chiropractic Benefits, please call ASH Member Services Department at 800-678-9133, or write to the following address:

American Specialty Health Group Incorporated
Attn: ASH Member Services Department
P.O. Box 509002
San Diego, CA 92150-9002

1. Definitions

This Optional Benefit uses the following capitalized defined terms in addition to Section 16 "Definitions" of the Contract. If there is a conflict between these terms and those in Section 16, these terms prevail.

1.1 Administrative Appeals

Administrative Appeals may result from Adverse Benefit Determinations that are based on issues that arise from administrative procedures.

Examples of Administrative Appeals may include the following scenarios:

a. Treatment plan was denied for not meeting authorization and/or claim timeframe requirements.
b. Necessary information was not received from Practitioner according to ASH timelines.

1.2 ASH Quality Management and Improvement ("QI") Program

Those standards, protocols, policies, and procedures adopted by ASH to monitor and improve the quality of clinical care and quality of Services provided to you.

1.3 ASH Service Area

The geographic area in which ASH arranges Chiropractic Services in Utah.

1.4 ASH Utilization Management Program

Those standards, protocols, policies, and procedures adopted by ASH regarding the management, review, and approval of the provision of Covered Chiropractic Services to you.

1.5 Chiropractic Appliances

Chiropractic appliances are support-type devices prescribed by a Participating Chiropractor. Following are the only items that could be covered: elbow supports, back supports (thoracic), cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces/supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units (cervical or lumbar), ankle braces, knee braces, rib supports, and wrist braces.

1.6 Chiropractic Services

The Services rendered or made available to you by a chiropractor for treatment or diagnosis of Musculoskeletal and Related Disorders.

1.7 Clinical Appeals

Clinical Appeals may result from Adverse Benefit Determinations that are based on Medical Necessity, Experimental and/or Investigational treatment, or similar Exclusions or Limitations. Examples of Clinical Appeals may include the following scenarios:

a. Treatment plan was denied or modified due to lack of Medical Necessity.
b. The number of visits requested by the Practitioner did not meet clinical criteria.

1.8 Covered Chiropractic Services

The Chiropractic Services that ASH determines to be Medically Necessary, as limited by this Optional Benefit.

1.9 Emergency Chiropractic Services

Services provided to manage an injury or condition with a sudden and unexpected onset, which manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate clinical attention to result in:

a. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
b. Serious impairment to bodily functions;
c. Serious dysfunction of any bodily organ or part; or
d. Decreasing the likelihood of maximum recovery.

1.10 Medical Necessity/Medically Necessary

Chiropractic Services that are:

a. Necessary, appropriate, safe, effective, and rendered in accordance with professionally recognized, valid, evidence-based standards and guidelines that have been adopted by ASH for its use in determining whether Chiropractic Services are appropriate for reimbursement;
b. Directly applicable to the diagnosis and treatment of a covered condition;
c. Verified by ASH as being rendered for the purpose of reaching a defined and appropriate functional outcome or maximum therapeutic benefit (defined as your return to your pre-illness/pre-injury daily functional status and activity);
d. Rendered in a manner that appropriately assesses and manages your response to the clinical intervention;
e. Rendered for the diagnosis and treatment of a covered condition;
f. Rendered in accordance with the Clinical Services Management Program and Clinical Performance Management Program standards as published in the ASH Chiropractic Provider Operations Manual;
g. Appropriate for the severity and complexity of symptoms and consistent with the covered condition (diagnosis) and appropriate for your response to care; and
h. Not considered to be an elective Chiropractic Service or a Chiropractic Service for any condition that is not a covered condition. Examples of elective services are:

i. Preventive maintenance services;

ii. Wellness services;

iii. Services not necessary to return you to pre-illness/pre-injury functional status and activity; and

iv. Services provided after you have reached maximum therapeutic benefit.

1.11 Musculoskeletal and Related Disorders

Musculoskeletal and Related Disorders are conditions with associated signs and symptoms related to the nervous, muscular, and/or skeletal systems. Musculoskeletal and Related Disorders are conditions typically categorized as structural, degenerative or inflammatory disorders, or biomechanical dysfunction of the joints of the body and/or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

1.12 Out-of-Area Services

Those Emergency Chiropractic Services provided while you are outside the ASH Service Area that would have been the financial responsibility of ASH had the Services been provided within the ASH Service Area. Covered Chiropractic Services that are to be provided outside the ASH Service Area, and are arranged by ASH for assigned Members, are not considered Out-of-Area Services.

1.13 Participating Chiropractor

A participating chiropractor is a chiropractor who is duly licensed to practice chiropractic in the state in which they provide the Service and who has entered into an agreement with ASH to provide covered Chiropractic Services to you.

2. Using Your Chiropractic Benefits

Using your chiropractic Benefits is easy. Simply use a Participating Chiropractor listed in the Chiropractic Provider Directory.

You may receive Covered Chiropractic Services from any Participating Chiropractor without a referral. Except for Medically Necessary Emergency Chiropractic Services, ASH will not pay for Services received from any nonparticipating Chiropractor.

3. Preauthorization/Utilization Management and Quality Improvement

After the initial examination, the Participating Chiropractor must obtain Preauthorization for any additional Covered Chiropractic Services that you receive. The Participating Chiropractor will be responsible for filing all claims with ASH. You must cooperate with ASH in the operation of its Utilization Management and Quality Improvement Programs.

4. Emergency Chiropractic Services

You may receive Emergency Chiropractic Services from any chiropractor, including an out-of-network chiropractic Provider if the delay caused by seeking immediate chiropractic attention from a Participating Chiropractor could decrease the likelihood of maximum recovery. ASH will pay the out-of-network chiropractic Provider for the Emergency Chiropractic Service to the extent they are Covered Chiropractic Services.

5. Types of Covered Chiropractic Services

Each office visit to a Participating Chiropractor, as described below, requires a Copay by you at the time Covered Chiropractic Services are provided. A maximum number of visits per calendar Year will apply to each Member as specified in your Member Payment Summary.

a. A new patient examination is performed by a Participating Chiropractor to determine the nature of your problem, and if Covered Chiropractic Services appear warranted, a Medical Necessity Review Form (MNR Form) is prepared by the Participating Chiropractor. A new patient examination will be provided for each new patient. A Copay will be required.
b. An established patient examination may be performed by the Participating Chiropractor to assess the need to continue, extend or change an MNR Form approved by ASH. A reevaluation may be performed during a subsequent office visit or separately. If performed separately, a Copay is required.
c. Subsequent office visits, as set forth in an MNR Form approved by ASH, may involve an adjustment, a brief re-examination, and other Services in various combinations. A Copay will be required for each visit to the office.
d. Adjunctive therapy, as set forth in an MNR Form approved by ASH, may involve modalities such as ultrasound, hot packs, cold packs, electrical muscle stimulation, and other therapies.
e. X-rays and lab tests are payable in full when prescribed by a Participating Chiropractor and authorized by ASH. Radiological consultations are a covered Benefit when authorized by ASH as Medically Necessary and provided by a licensed chiropractic radiologist, medical radiologist, radiology group, or Hospital that has contracted with ASH to provide those services.
f. Chiropractic appliances are payable up to a maximum of $50.00 per year when

prescribed by a Participating Chiropractor and approved by ASH.

6. Chiropractic Exclusions and Limitations

ASH will not pay for or otherwise cover the following:

a. Any Services or treatments not authorized by ASH, except for a new patient examination and Emergency Chiropractic Services;
b. Any Services or treatments not delivered by a Participating Chiropractor for the delivery of chiropractic care to you, except for Emergency Chiropractic Services; services that are provided pursuant to a continuity of care plan approved by ASH Networks; or services that are provided upon referral by ASH Networks in situations where such services are not available and accessible to a Member from a Contracted Practitioner within the Service Area;
c. Services for examinations (other than an initial examination to determine the appropriateness of Chiropractic Services)and/or treatments for conditions other than those related to Musculoskeletal and Related Disorders;
d. Hypnotherapy, behavior training, sleep therapy, and weight programs;
e. Thermography;
f. Services, lab tests, x-rays, and other treatments not documented as Medically Necessary, as appropriate, or classified as Experimental and/or Investigational, or as being in the research stage, as determined in accordance with professionally recognized standards of practice;
g. Services that are not documented as Medically Necessary;
h. Services for children 12 and younger;
i. Magnetic resonance imaging (MRI), CAT scans, and any types of diagnostic radiology;
j. Transportation costs including local ambulance charges;
k. Education programs, nonmedical self-care or self-help, or any self-help physical exercise training or any related diagnostic testing;
l. Services or treatments for pre-employment physicals or vocational rehabilitation;
m. Any services or treatments caused by or arising out of the course of employment or covered under any public liability insurance;
n. Air conditioners, air purifiers, therapeutic mattresses, supplies, or any other similar devices or appliances, all chiropractic appliances, or Durable Medical Equipment, except as specified herein;
o. All chiropractic appliances or Durable Medical Equipment, except as specified herein;
p. Prescription drugs or medicines including a non-legend or proprietary medicine or medication not requiring a prescription order;
q. Services provided by a chiropractor practicing outside of the Service Area, except for Emergency Chiropractic Services.
r. Hospitalization, anesthesia, manipulation under anesthesia, or other related services;
s. All auxiliary aids and services, including interpreters, transcription services, written materials, telecommunication devices, telephone handset amplifiers, television decoders, and telephones compatible with hearing aids;
t. Adjunctive therapy not associated with spinal, muscle, or joint manipulation;
u. Vitamins, minerals, nutritional supplements, injectable supplements and injection services, or other similar products;
v. Any services or treatments that are furnished before the date the Member becomes eligible or after the date the member ceases to be eligible under the Member's plan;
w. Massage Therapy, venipuncture, or Natural childbirth services;

x. Services rendered in excess of visits or benefit maximums;
y. Any service or supply that is not permitted by state law with respect to the provider's scope of practice;
z. Any services provided by a person who is a Family Member. Family Member means a person who is related to the covered person in any of the following ways: spouse, domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child). A Family Member also includes individuals who normally live in the covered person's household; or
aa. Any services rendered for elective or maintenance care (e.g., services provided to a Member whose treatment records indicate he or she has reached Maximum Therapeutic Benefit).

7. This Optional Benefit

This Optional Benefit is subject to all provisions, Limitations, Exclusions, and agreements of the Certificate of Coverage and the Contract (available from your employer).

8. Claims And Appeals

ASH will follow administrative processes and safeguards designed to ensure and to verify that Benefit claim determinations are made in accordance with the provisions of this Optional Benefit administered by ASH and that the provisions have been applied consistently with respect to similarly situated Claimants.

8.1 Defined Terms

This section uses the following additional (capitalized) defined terms:

8.1.1 Adverse Benefit Determination

Any of the following: a Rescission of coverage or a denial, reduction, or termination of a claim for Benefits, or a failure to provide or make payment for such a claim in whole or in part, including determinations related to a Claimant's Eligibility, the application of a review under ASH Utilization Management Program, and determinations that particular Services are Experimental and/or Investigational or not Medically Necessary or appropriate.

8.1.2 Appeal(s)

Review by ASH of an Adverse Benefit Determination or the negative outcome of a Preservice Inquiry.

8.1.3 Authorized Representative

Someone you have designated to represent you in the claims or Appeals process. To designate an Authorized Representative, you must provide written authorization on a form provided by the Appeals Department or ASH Member Services. However, where an Urgent Preservice Claim is involved, a healthcare professional with knowledge of the medical condition will be permitted to act as your Authorized Representative without a prior written authorization. In this section, the words you and your include your Authorized Representative.

8.1.4 Benefit Determination

The decision by ASH regarding the acceptance or denial of a claim for Benefits.

8.1.5 Claimant

Any Subscriber or Member making a claim for Benefits. Claimants may file claims themselves or may act through an Authorized Representative. In this section, the words you and your are used interchangeably with Claimant.

8.1.6 Concurrent Care Decisions

Decisions by ASH regarding coverage of an ongoing course of treatment that has been approved in advance.

8.1.7 External Review

A review by an outside entity, at no cost to the Member, of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination).

8.1.8 Final Internal Adverse Benefit Determination

An Adverse Benefit Determination that has been upheld by ASH at the completion of the mandatory Appeals process.

8.1.9 Independent Review Organization (IRO)

An entity that conducts independent External Reviews.

8.1.10 Postservice Appeal

A request to change an Adverse Benefit Determination for Services you have already received.

8.1.11 Postservice Claim

Any claim related to care or treatment that has already been received by the Member.

8.1.12 Preservice Appeal

A request to change an Adverse Benefit Determination on a Preservice Claim.

8.1.13 Preservice Claim

Any claim related to care or treatment that has not been received by the Member.

8.1.14 Preservice Inquiry

Your verbal or written inquiry to ASH regarding the existence of coverage for proposed Services that do not involve a Preservice Claim, i.e., does not require prior approval for you to receive full Benefits. Preservice Inquiries are not claims and are not treated as Adverse Benefit Determinations.

8.1.15 Urgent Preservice Claim

Any Preservice Claim that if subject to the normal timeframes for determination could seriously jeopardize your life, health, or ability to regain maximum function or that, in the opinion of your treating Physician, would subject you to severe pain that could not adequately be managed without the requested Services. Whether a claim is an Urgent Preservice Claim will be determined by an individual acting on behalf of ASH applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that your treating Physician determines is an Urgent Preservice Claim will be treated as such.

8.2 How to Make a Preservice Inquiry

Preservice Inquiries should be directed to ASH Member Services at 1-800-678-9133.

8.3 How to File a Claim for Benefits

8.3.1 Urgent Preservice Claims

In order to file an Urgent Preservice Claim, you must provide ASH with:

a. Information sufficient to determine to what extent Benefits are covered by the Plan; and
b. A description of the medical circumstances that give rise to the need for expedited review.

Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing an Urgent Preservice Claim, ASH will notify you of the failure and the proper procedures to be followed. ASH will notify you as soon as reasonably possible, but no later than 24 hours after receiving the claim. This notice may be verbal unless you specifically request otherwise in writing.

Notice of a Benefit Determination will be provided as soon as possible, taking into account the medical circumstances, but no later than 72 hours after receipt of the claim. However, if ASH gives you notice of an incomplete claim, the notice will give you at least 48 hours to provide the requested information. ASH will then provide a notice of Benefit Determination within 48 hours after receiving the specified information or the end of the period of time given you to provide the information, whichever occurs first. If the Benefit Determination is provided verbally, it will be followed in writing no later than three days after the verbal notice.

If the Urgent Preservice Claim involves a Concurrent Care Decision, notice of the Benefit Determination will be provided as soon as possible but no later than 24 hours after receipt of your claim for extension of treatment or care, as long as the claim is made at least 24 hours before the prescribed period of time expires or the prescribed number of treatments ends.

8.3.2 Other Preservice Claims

The procedure for filing most Preservice Claims (Preauthorization) is set forth in Section 11Ð"Healthcare Management." If there is any other Benefit that would be subject to a Preservice Claim, you may file a claim for that Benefit by contacting ASH Member Services. Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing a Preservice Claim, ASH will provide notice of the failure and the proper procedures to be followed. This notification will be provided as soon as reasonably possible, but no later than five days after receipt of the claim, and may be verbal unless you specifically request it in writing.

Notice of a Benefit Determination will be provided in writing within a reasonable period appropriate to the medical circumstances, but no later than 15 days after receipt of the claim. However, ASH may extend this period for up to an additional 15 days if ASH: (1) determines that such an extension is necessary due to matters beyond its control; and (2) provides you written notice, prior to the end of the original 15-day period, of the circumstances requiring the extension and the date by which ASH expects to render a decision. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will describe the required information, and you will be given 60 days from your receipt of the notice to provide the requested information.

Notice of an Adverse Benefit Determination regarding a Concurrent Care Decision will be provided sufficiently in advance of any termination or reduction of Benefits to allow you to Appeal and obtain a determination before the Benefit is reduced or terminates.

8.3.3 Postservice Claims

a. Participating Practitioner(s) and Facilities. Participating Practitioner(s) and Facilities file Postservice Claims with ASH and ASH makes payment to the Providers and Facilities.
b. Nonparticipating Practitioner(s) and Facilities. Nonparticipating Practitioner and Facilities are not required to file claims with ASH. If a Nonparticipating Practitioner or Facility does not submit a Postservice Claim to ASH or you pay the Nonparticipating Practitioner or Facility, you must submit the claim in writing in a form approved by ASH. Call ASH Member Services or your employer to find out what information is needed to submit a Postservice Claim. All claims must be received by ASH within a 12-month period from the date of the expense or as soon as reasonably possible. Claims received outside of this timeframe will be denied.

Notice of Adverse Benefit Determinations will be provided in writing within a reasonable period of time, but no later than 30 days after receipt of the claim. However, ASH may extend this period for up to an additional 15 days if ASH: (1) determines that such an extension is necessary due to matters beyond its control; and (2) provides you written notice, prior to the end of the original 30-day period, of the circumstances requiring the extension and the date by which ASH expects to render a decision.

The applicable time period for the Benefit Determination begins when your claim is filed in accordance with ASH's procedures, even if you have not submitted all the information necessary to make a Benefit Determination.

8.4 Problem Solving

ASH is committed to making sure that any concerns or problems regarding your claims are investigated and resolved as soon as possible. Many situations can be resolved informally by contacting ASH Member Services at 800-678-9133.

8.5 Formal Appeals

If you are not satisfied with the result of working with ASH Member Services, you may file a written formal Appeal of any Adverse Benefit Determination or the negative outcome of a Preservice Inquiry. Written formal Appeals should be sent to the ASH Appeals Department. As the delegated claims review fiduciary under your Employer's Plan, ASH will conduct a full and fair review of your Appeal and has final discretionary authority and responsibility for deciding all matters regarding Eligibility and coverage.

8.5.1 General Rules and Procedures

You will have the opportunity to submit written comments, documents, records, and other information relating to your Appeal. ASH will consider this information regardless of whether it was considered in the Adverse Benefit Determination.

During an Appeal, no deference will be afforded to the Adverse Benefit Determination, and decisions will be made by fiduciaries who did not make the Adverse Benefit Determination and who do not report to anyone who did. If the Adverse Benefit Determination was based on medical judgment, including determinations that Services are Experimental and/or Investigational or not Medically Necessary, the fiduciaries during any Appeal will consult with a medical professional with appropriate training and experience in the appropriate field of medicine and who was neither consulted in connection with the Adverse Benefit Determination nor is the subordinate of such an individual. Upon request, you will be provided the identification of any medical expert(s) whose advice was obtained on behalf of ASH in connection with the Adverse Benefit Determination, whether or not the advice was relied upon in making the Adverse Benefit Determination.

Before ASH can issue a Final Internal Adverse Benefit Determination, you will be provided with any new or additional evidence or rationale considered, relied upon, or generated by us in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a Final Internal Benefit Determination is required to be provided to give you a reasonable opportunity to respond prior to the date.

8.5.2 Form and Timing

All requests for an Appeal of an Adverse Benefit Determination (other than those involving an Urgent Preservice Claim) must be in writing and should include a copy of the Adverse Benefit Determination and any other pertinent information that you want ASH to review in conjunction with your Appeal. Send all information to the ASH Appeals Department at the following address:

ASH Appeals Coordinator
P.O. Box 509001
San Diego, CA 92150-9002

You may Appeal an Adverse Benefit Determination of an Urgent Preservice Claim on an expedited basis either verbally or in writing. You may Appeal verbally by calling the ASH Appeals Department at 800-678-9133.

If the request is made verbally, the ASH Appeals Department will within 24 hours send written confirmation acknowledging the receipt of your request.

You may also formally Appeal the negative outcome of a Preservice Inquiry by writing to the ASH Appeals Department at the address above. You should include any information that you wish ASH to review in conjunction with your Appeal.

You must file a formal Appeal within 180 days from the date you received notification of the Adverse Benefit Determination or made the Preservice Inquiry, as applicable.

Appeals that do not comply with the above requirements are not subject to review by ASH or legal challenge.

8.5.3 Appeals Process

As described below, the Appeals process differs for Preservice Claims and Postservice Claims. In each case, there are both mandatory and voluntary reviews. For purposes of the Appeals process only, Preservice Inquiries will be treated like Preservice Claims.

You must exhaust all mandatory reviews before you may pursue civil action under ERISA Section 502(a).It is your choice, however, whether or not to seek voluntary review, and you are not required to do so before pursuing civil action. ASH agrees that any statute of limitations or other legal defense based on timeliness is suspended during the time that any voluntary Appeal is pending. Your decision whether or not to seek voluntary review will have no effect on your rights to any other Benefits. ASH will provide you, upon request, sufficient information to enable you to make an informed decision about whether or not to engage in a voluntary review.

After a mandatory review process, you may choose to pursue civil action under ERISA Section 502(a).Failure to properly pursue the mandatory Appeals process may result in a waiver of the right to challenge ASH's original decision.

8.5.4 Preservice Appeals

The process for appealing a Preservice Claim provides one mandatory review, possible voluntary reviews, and the right to pursue civil action under ERISA Section 502(a).

Mandatory Review

Your Appeal will be investigated by the Appeals Department. All relevant, available information will be reviewed. The Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

Voluntary Review

After completing the mandatory review process described above, you may pursue a voluntary External Review or a voluntary internal review. However, External Review is only available in the circumstances described below. If you choose to pursue a voluntary External Review, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review, you must complete the Independent Review Request Form. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination.

An authorization to obtain medical records may be required. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified by the IRO of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may first request a review of your Appeal by the ASH Grievance Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you the Final Internal Adverse Benefit Determination. ASH will notify you of the result of the review in writing within 30 days of the date you requested the review. If you are not satisfied with the decision made by the ASH Grievance Committee, you may request a review by the ASH Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the ASH Grievance Committee notifies you of its decision.

8.5.5 Postservice Appeals

The process for appealing a Postservice Claim provides two mandatory reviews, possible voluntary reviews, and the right to pursue civil action under ERISA Section 502(a).

First Mandatory Review

Your Appeal will be investigated by the ASH Appeals Department. All relevant information will be reviewed and the Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

Second Mandatory Review

If you are dissatisfied with the decision of the first mandatory review, you may request further consideration. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its Appeal decision. ASH will notify you of the result of the second mandatory review in writing within 30 days of the date you requested the review.

Voluntary Review

After completing the mandatory review process described above, you may pursue either a voluntary External Review process or a voluntary internal review process. However, External Review is only available in the circumstances described below. If you choose to pursue the voluntary External Review process, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review you must complete the Independent Review Request Form. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date of ASH's Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a voluntary internal review of your Final Internal Adverse Benefit Determination by the ASH Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its decision.

DOMESTIC PARTNER OPTIONAL BENEFIT

1. Your Domestic Partner Benefits

This Optional Benefit provides coverage for domestic partners when the following criteria are met:

A person of the same or opposite sex who:

a. Shares the employee's permanent residence;
b. Has resided with the employee for no less than 12 months;
c. Is not younger than 18;
d. Is not married to, or is not a Domestic Partner or tax dependent of, another person;
e. Is not so closely related by blood to the employee that a legal marriage would otherwise be prohibited;
f. Has either 1) registered as a Domestic Partner with the employee in a state, city, or county which has a registration procedure for the Domestic Partners or 2) signed jointly with the employee in a notarized "Declaration of Domestic Partnership" that is submitted to the Employer; and
g. Is financially interdependent with the employee and has proven such interdependence to the Employer by providing documentation of at least two of the following arrangements:

    i. Common ownership of real property or a common leasehold interest in such property;

    ii. Common ownership of a motor vehicle;

    iii. A joint bank account or a joint credit account;

    iv. Designation as a beneficiary for life insurance or retirement benefits or under the employee's will;

    v. Assignment of durable power of attorney;

    vi. Such other proof as is considered by the Employer to be sufficient to establish financial interdependency under the circumstances of the particular situation.

2. Eligibility

a. You may enroll yourself, a Domestic Partner, and Dependents of the Domestic Partner in the Employer's Plan during your Initial Eligibility Period, during an Annual Open Enrollment period, or under a Special Enrollment Right.
b. If you are enrolled in this coverage (or are eligible to be covered but declined during a previous enrollment period), and gain a Domestic Partner, then you may enroll the Domestic Partner (and yourself), if not otherwise enrolled) in the Employer's Plan within 31 days of certification of the partnership.
c. You may terminate the coverage of a Domestic Partner when: (1) the Domestic Partner dies; (2) the Domestic Partnership ends and you submit a "Declaration of Termination of a Domestic Partnership" to your Employer; (3) the Domestic Partner marries; or (4) you stop sharing the same principal residence with the Domestic Partner.
d. Once you terminate the coverage of a Domestic Partner, you must wait 12 months from the termination of such partnership to provide coverage for a former or new Domestic Partner.
e. Your employer must treat Domestic Partners the same as married individuals for all its employee health benefits plans.
f. Your employer must ensure that all other carriers providing employee health coverage offer Domestic Partner coverage with provisions similar to SelectHealth's.

2016

Medical Contract

GROUP APPLICATION

Product	**Select Care PLUS**
Employer	**WEST VALLEY CITY**
Employer Contact	**PAUL ISAAC**
Employer Address	**3600 S 2700 W**
	WEST VALLEY CITY, UT 84119

Affiliated Businesses/Subsidiaries Covered by this Application

Employer is hereby applying for, and agreeing to, the terms of the attached Group Health Insurance Contract with SelectHealth, 5381 Green Street, Murray, Utah 84123. SelectHealth is entering into this Contract in reliance upon the underwriting information supplied by the employer, which shall be considered to be material representations of fact by employer to SelectHealth. SelectHealth and employer agree upon the following:

1. Monthly Premiums.

On or before the first day of each month, employer shall pay the following Premiums to SelectHealth:

$ 519.00	for each single party enrollment
$ 1113.10	for each Subscriber plus spouse enrollment
$ 1113.10	for each Subscriber plus child enrollment
$ 1498.50	for each Subscriber plus children enrollment
$ 1498.50	for each family enrollment

2. Eligibility, Prepayment and Enrollment Criteria.

In order to be Eligible, your employees and their Dependents must meet the criteria for participation and enrollment specified in this Group Application and elsewhere in the Contract. A person may only be considered an employee if the employer withholds and pays to the government Social Security and Medicare taxes and income tax withholding on the employee's wages.

2.1 Scheduled hours of work per week.

Employees must be scheduled to work 20 hours per week to be Eligible for coverage under the Plan, unless the employer is required to offer them coverage under the Affordable Care Act. During the Employer Waiting Period, the employee must work the minimum required hours except for paid time off or time the employee does not work due to health status, a medical condition, the receipt of health care, or disability. SelectHealth may require documentation to verify the number of hours an employee has worked.

2.2 Portion of Premium employer must contribute.

$386.08	for each single party enrollment
$827.44	for each two party enrollment
$1113.76	for each family enrollment

2.3 Limiting Age.

Children are eligible to the age of 26 except where the child meets the criteria for disabled children specified in Section 2-"Eligibility" of the Certificate.

2.4 Retirees.

Retirees are covered. Refer to Section 4.2.

2.5 Domestic Partners.

Domestic partners are covered. Refer to the Domestic Partner Optional Benefit in Appendix B-"Optional Benefits" of the Certificate.

2.6 Leave of Absence.

Eligible employees may be granted up to a 60 day leave of absence by employer or up to the time allowed for a qualifying leave under the Family Medical Leave Act. Leave time can only be accrued and used by the employee using the leave time. Leave banks beyond what is required by the FMLA, i.e. where employees share or purchase leave time from other employees, are not allowed.

2.7 Initial Eligibility Period.

The Initial Eligibility Period is 31 days.

2.8 Waiting Period.

There is no Employer Waiting Period for employees and the Effective Date is the first day of the next calendar month following the date of employment. There is no Employer Waiting Period for employees hired on the first of the month and the Effective Date for these employees is the date of employment.

2.9 Other employees.

Leased employees and independent contractors are not Eligible for coverage by SelectHealth.

2.10 Termination.

Coverage will terminate on the end of the calendar month in which Subscriber and/or Dependents lose Eligibility. When a loss of Eligibility is not reported in a timely fashion as required by the Contract and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

3. Duration of Contract.

This Contract is effective on July 1, 2016 to June 30, 2017, for a term of 12 months.

4. Additional Terms.

4.1 Certificates of Creditable Coverage.

SelectHealth will provide the certificates of creditable coverage required under the Health Insurance Portability and Accountability Act of 1996. SelectHealth will not be responsible for sending certificates to any employee that may have terminated employment while still in an Employer Waiting Period (i.e., before the employee's Effective Date).

4.2 Additional Eligibility.

The Member must live, work, or reside in the Service Area of this product, as detailed in Certificate provision 4.2.3 “Leaving the Service Area”.

A pre-65 retiree is any employee who retires from the City and can receive an immediate benefit from the Utah State Retirement System, or any appointed employee or elected official who completes four years of service, (vesting period) with West Valley City or an elected official, i.e. Mayor or City Council member who completes their term of office and is not re-elected.

Employees who are currently covered under an insurance plan through COBRA may be eligible to receive this retirement benefit if allowed under COBRA regulations and the attached Contract. COBRA eligibility/ coverage runs concurrently while covered under a retiree plan. For example, if an employee retires and is eligible for the Pre-65 or Post-65 retiree medical plan, and selects coverage, COBRA eligibility is automatically in effect.

A post-65 retiree is anyone who is active on the plan prior to reaching the age of 65 who has retired under the definition above, and who elects to continue coverage.

It should also be noted that an employee, if active on the plan prior to retirement, may elect any kind of coverage, i.e. family, 2-party, or single, as long as the employee is part of the plan. A retiree cannot just cover his/her spouse without being covered as well. In the event of a death, the surviving spouse of the retiree may continue coverage as long as premiums are paid in full to the City. Coverage is terminated if the spouse remarries, or otherwise becomes eligible for other medical insurance. Post-65 retirees must sign up for Medicare Part A & B when eligible.

A pre-65 retiree may only be on the pre-65 retiree plan for a maximum of 10 years. COBRA eligibility runs concurrently while being covered under the plan.

Retirees who obtain other coverage shall lose eligibility on the West Valley City plan as of the effective date of the other insurance.

Product: Select Care PLUS

Effective Date: July 1, 2016

Acknowledged and agreed:

Employer: WEST VALLEY CITY

By: _____

Printed Name: _____

Title: _____

Date: _____

SelectHealth:

By: _____

Printed Name: Patricia R. Richards

Title: President / Chief Executive Officer

Date: 5/13/2016

medical
contract

selecthealth®

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SECTION 1 INTRODUCTION

1.1 Contract

This group health insurance contract (Contract) is made between SelectHealth, Inc. (we or us) and the employer indicated in the Group Application (you). In exchange for your payment of Premium, we provide defined healthcare Benefits to Members. Any payment of Premium will constitute your agreement to the terms of the Contract, regardless of whether you have actually signed the Group Application.

1.2 SelectHealth

SelectHealth is an HMO licensed by the State of Utah located at 5381 Green Street, Murray, Utah 84123. We are affiliated with Intermountain Healthcare, but are a separate company. The Contract does not involve Intermountain Healthcare or any other affiliated Intermountain companies, or their officers or employees. Such companies are not responsible for our obligations or actions.

1.3 Agency

You do not have the authority to act as our agent. We are not your agent for any purpose. You agree to act in a timely and diligent manner as the agent of your Subscribers for certain purposes, such as enrollment and termination procedures, providing consent to release information, and agreeing to the conditions in the Contract.

1.4 Administration of Contract

We may adopt reasonable policies, rules, and procedures to help in the administration of the Contract. You agree to abide by all such reasonable policies, rules, and procedures that are not inconsistent with the Contract.

1.5 ERISA and SelectHealth's Authority

If the Contract is part of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), you or your designated employee(s) will be the plan administrator and in that capacity hereby delegate to us the following discretionary authority:

Benefits under the Contract will be paid only if we decide in our discretion that the Claimant is entitled to them. We also have discretion to determine Eligibility for Benefits and to interpret the terms and conditions of the benefit plan. Our determinations under this reservation of discretion do not prohibit or prevent a Claimant from seeking judicial review in federal court.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when a Claimant seeks judicial review of our determination of Eligibility for Benefits, the payment of Benefits, or interpretation of the terms and conditions applicable to the health benefit plan.

We are an insurance company that insures the Employer Plan and the federal court will determine the level of discretion that it will accord our determinations.

If the Contract is not part of an employee benefit plan subject to ERISA, this Provision 1.5 does not apply and is not considered part of the Contract.

SECTION 2 PREMIUM

2.1 Employer Responsibility

Coverage under the Contract is contingent upon your timely payment of Premium. The monthly Premium amount and due date are set forth in the Group Application. Your obligation to make Premium payments is not contingent upon your ability to collect any Subscriber contributions.

2.2 Premium Rates

The Premium rates specified in the Group Application will remain the same until the end of the Contract term. However, we may reasonably modify the Premium if federal or state laws or regulations mandate that we adjust Benefits under the Contract.

2.3 Grace Period

There is a 30-day Grace Period for the payment of Premium. We will continue to pay Benefits during the Grace Period, but you will be responsible for reimbursing us for the amount of any Benefits paid if you fail to pay Premium.

2.4 Refund of Premium

We are entitled to offset from any refund the amount of any claims paid for such individuals before you notified us that they were not Eligible.

SECTION 3 COVERAGE

3.1 Certificate of Coverage

We will provide you with a copy of each applicable Certificate of Coverage, which describes the Benefits offered under the Contract in exchange for your payment of Premium.

3.2 Administrative Processes

We establish reasonable administrative processes for claims adjudication, Member Services, Healthcare Management, and other functions. Members and Participating Providers and Facilities are required to cooperate with these processes when obtaining and providing Covered Services.

3.3 No Vested Rights

No Member has a vested right to any Covered Services. Changes to the Contract may be made without consulting with, or obtaining the consent of, Members. The rights and interest of Members at any particular time depend on the Contract terms in effect at that time.

SECTION 4 ELIGIBILITY AND ENROLLMENT

4.1 Eligibility

In consultation with us, you decide which categories of employees, retirees and Dependents are Eligible to become Members and establish related Eligibility requirements. The Eligibility criteria are specified in the Certificate of Coverage and the Group Application. You may not change, extend, expand, or waive the Eligibility criteria without first obtaining the advance, written approval of an officer of SelectHealth. Only individuals who continuously satisfy the Eligibility criteria of the Contract may be enrolled and continue as Members. You, your Subscribers, and their Dependents are responsible for obtaining and submitting to us evidence of Eligibility.

4.2 Changes in Member Information or Eligibility

You must notify us within 31 days whenever there is a change in a Member's situation that may affect Eligibility or enrollment. This includes the following events:

a. Adoption of a child, birth of a child, or gaining legal guardianship of a child;

b. Child loses Dependent status;

c. Death;

d. Divorce;

e. Marriage;

f. Involuntary loss of other coverage;

g. Member called to active military duty;

h. You receive a Qualified Medical Child Support Order (QMCSO);

i. Reduction in employment hours;

j. Subscriber takes, returns from, or does not return from a leave of absence;

k. Termination of employment; and

l. Other events as required by federal law.

If you fail to notify us within 31 days of a Member's termination from employment or other event that results in the loss of a Member's Eligibility, you agree to promptly pay us any amounts paid as Benefits for such Member before we were notified.

4.3 Enrollment

In order for an Eligible individual to receive Benefits, you must enroll the individual, we must accept the individual as a Member, and you must pay the applicable Premiums. You agree to limit enrollment to Subscribers and their Dependents. You are responsible for submitting the enrollment materials we require.

4.4 Enrolling a Dependent Because of a Court Order

We will enroll Dependents as the result of a valid court order. Compliance with, and administration of, court orders, including Qualified Medical Child Support Orders (QMCSO's), is your responsibility. When you direct us to enroll an individual on the basis of a QMCSO, we reserve the right to review and confirm that the order is qualified.

4.5 COBRA or Utah mini-COBRA Coverage (Continuation Coverage)

Continuation Coverage is your obligation. We are not the administrator of Continuation Coverage procedures and requirements. We agree to assist you in providing Continuation Coverage in certain circumstances. It is your responsibility to timely: notify persons entitled to Continuation Coverage, notify us of such individuals, and collect and submit to us all applicable Premiums. If the Contract is terminated, Continuation Coverage with us will terminate. You are responsible for obtaining substitute coverage. You may engage the services of a third party contractor to assist with the administration of Continuation Coverage.

4.5.1 Minimum Extent

Continuation Coverage will only be provided for the minimum time and only to the minimum extent required by applicable state and federal law. We will not provide Continuation Coverage if you or the Member fails to strictly comply with all applicable notice and other requirements and deadlines.

4.5.2 Documentation

You are required to provide sufficient documentation of a Member's eligibility for Continuation Coverage. We determine whether the documentation is sufficient.

4.6 Right to Decline Enrollment

We may decline to enroll individuals who do not satisfy the Eligibility criteria of the Contract.

SECTION 5 RESPONSIBILITIES OF THE PARTIES

5.1 Compliance

Each party is responsible for its own compliance with applicable laws, rules, and regulations. For you, this includes the reporting and disclosure requirements of ERISA, all applicable requirements under Titles I and II of HIPAA, and any other state and federal requirements that apply to the Employer Plan. You must notify us when you receive Medicare secondary payer information.

5.2 Indemnification

We agree to defend and indemnify you from and against any claims or other liability based upon our failure to comply with our obligations under the Contract.

You agree to defend and indemnify us from and against any claims or other liability based upon your failure to comply with your obligations under the Contract.

5.3 Reports

We will help you comply with applicable federal reporting requirements by providing you with necessary Benefits information in our possession.

5.4 Internal Revenue Code (IRC) Section 6055 Reporting

You agree to request the Social Security Numbers of your Employees and their Dependents, and provide this information to us, in the time and manner required by IRC Section 6055.

5.5 Summary of Benefits and Coverage (SBC)

We agree to provide you with an SBC as defined by the Affordable Care Act (ACA). You agree to distribute the SBC to eligible individuals in the time and manner required by applicable law. We agree to provide the Uniform Glossary of Terms, as defined by the ACA, on our website. We also agree to distribute the SBC and Uniform Glossary of Terms created by us to those Members who contact us directly. You agree to indemnify and hold us harmless in the event that you fail to make any required distributions of the SBC, make any modifications to the SBC, or decide to use your own SBC.

SECTION 6 TERMINATION

6.1 Reasons for Termination

The Contract, and coverage for all Members under the Contract, can terminate for the reasons listed below.

6.1.1 Termination by Employer

You may terminate the Contract by providing us with written notice prior to the date you wish coverage to end. If you properly notify us, coverage will terminate on the last day of the month for which Premium has been paid. We will not accept retroactive termination dates.

6.1.2 Termination of Employer Group by SelectHealth

Your coverage under the Contract may be terminated for any of the following reasons:

a. You fail to pay Premiums in accordance with the Contract. Partial payment will be treated as nonpayment unless we, at our sole discretion, indicate otherwise in writing;

b. You perform an act or practice that constitutes fraud or make an intentional misrepresentation of material fact under the terms of the coverage;

c. No Members live, reside, or work in the Service Area;

d. Your membership in an association, through which the Contract was made available, ceases;

e. We cease to offer this particular health benefit product in accordance with applicable state and federal law. In such instance, we will give you at least 90 days advance notice;

f. We withdraw from the market in accordance with applicable state and federal law. In such instance, we will give you at least 180 days advance notice; or

g. You fail to satisfy our minimum participation requirements, if applicable.

6.1.3 Employer Notice of Termination to Subscribers

It is your responsibility to provide Subscribers a 30-day written notice of the Contract's termination. We will provide you a sample notice upon request.

6.2 Rescission

Rescission may only occur for fraud or intentional misrepresentation of material fact. You agree to only request a Member's Rescission in these limited circumstances and to hold SelectHealth harmless for any improper Rescission that you request.

6.3 Liability for Services After Termination

We do not cover Services obtained after the date of termination, regardless of when a condition arose and despite care or treatment anticipated or already in progress.

SECTION 7 GENERAL

7.1 Binding Effect

The Contract contains the entire agreement between the parties. In the event you have received a written proposal, your compliance with the minimum enrollment and underwriting factors set forth in the proposal is a condition to the effectiveness of the Contract. The Contract is binding upon you, us, Members and their heirs, personal representatives and assignees.

7.2 Partial Invalidity

If any provision of the Contract is held to be unenforceable, it will be deemed to be omitted and the remaining provisions shall continue in full force and effect.

7.3 Non-Assignability

The parties to the Contract agree that they may not transfer or assign their rights or obligations without the advance written approval of the other party.

7.4 Choice of Law

The Contract will be interpreted and enforced according to the laws and regulations of the State of Utah and any applicable federal laws or regulations. If an inconsistency exists between the Contract and any applicable law, the Contract will be construed to include the minimum requirements of the applicable law.

7.5 Right to Audit Employer Records

We reserve the right to audit your personnel and/or payroll records to verify the status and Eligibility of Members.

7.6 Term

The term of the Contract is specified in the Group Application.

7.7 Circumstances Beyond Control

Neither party will be responsible for a delay in performing its obligations under the Contract due to circumstances reasonably beyond its control, such as natural disaster, epidemic, riot, war, terrorism, or nuclear release.

7.8 Workers' Compensation Insurance

The Contract does not provide or replace workers' compensation coverage for your employees.

7.9 No Waiver

Failure by either party to insist upon strict compliance with any part of the Contract or with any procedure or requirement will not result in a waiver of its right to insist upon strict compliance in any other situation.

7.10 Notices

All required notices shall be sent by at least first class mail.

a. Any notice we are required to send will be sufficient if mailed to the address we have on record.

b. Any notice we are required to send to a Dependent will be sufficient if given to the Subscriber.

c. Any notice you are required to send to us will be sufficient if mailed to the principal office of SelectHealth in Murray, Utah.

d. We do not provide COBRA notification services.

SECTION 8 DEFINITIONS

The Contract contains certain defined terms that are capitalized in the text and described in this section. Words that are not defined have their usual meaning in everyday language.

8.1 Affordable Care Act (ACA)

The Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 and associated regulations.

8.2 Optional Benefit

Additional coverage purchased by you as noted in the Certificate that modifies Limitations and/or Exclusions.

8.3 Benefit(s)

The payments and privileges to which Members are entitled by the Contract.

8.4 Certificate of Coverage (Certificate)

The document(s), considered part of the Contract, which describe(s) the terms and conditions of the health insurance Benefits with us. The Member Payment Summary and any endorsements are attached to, and considered part of, the Certificate.

8.5 COBRA Coverage

Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

8.6 Continuation Coverage

COBRA Coverage and/or Utah mini-COBRA coverage.

8.7 Contract

The group health insurance contract, including the Group Application, the Certificate of Coverage and all other documents expressly referred to and incorporated by reference.

8.8 Covered Services

The Services listed in the Certificate in Section 8 Covered Services and applicable Optional Benefits and not excluded in the Certificate in Section 10 Limitations and Exclusions.

8.9 Dependents

A Subscriber's lawful spouse and any child who meets the Eligibility criteria set forth in the Certificate in Section 2 Eligibility, and the Group Application.

8.10 Effective Date

The date on which coverage for a Member begins.

8.11 Eligible, Eligibility

In order to be Eligible, a Subscriber and his/her dependents must meet the criteria for participation specified in the Group Application and in the Certificate in Section 2 Eligibility.

8.12 Employer Waiting Period

The time period that a Subscriber and any Dependents must wait after becoming Eligible for coverage before the Effective Date. Subject to approval by us, you specify the length of this period in the Group Application.

8.13 Employer Plan

The group health plan sponsored by you and insured under the Contract.

8.14 ERISA

The Employee Retirement Income Security Act (ERISA), a federal law governing employee benefit plans.

8.15 Exclusion(s)

Situations and Services that are not covered by us under the Plan. Most Exclusions are set forth in the Certificate in Section 10 Limitations and Exclusions, but other provisions throughout the Certificate and the Contract may have the effect of excluding coverage in particular situations.

8.16 Facility

An institution that provides certain healthcare Services within specific licensure requirements.

8.17 Group Application

A form we use both as your application for coverage and to specify group-specific details of coverage. The Group Application may contain modifications to the language of the Contract. It also demonstrates your acceptance of the Contract. Other documents, such as Endorsements, may be incorporated by reference into the Group Application.

8.18 Grace Period

A specified period of time after a Premium is due during which coverage under the Contract continues and you may pay the Premium.

8.19 Limitation(s)

Situations and Services in which coverage is limited by us under the Plan. Most Limitations are set forth in the Certificate in Section 10 Limitations and Exclusions, but other provisions throughout the Certificate and the Contract may have the effect of limiting coverage in particular situations.

8.20 Member

A Subscriber and any Dependents, when properly enrolled in the Plan and accepted by us.

8.21 Member Payment Summary

A summary of Benefits by category of service, attached to and considered part of the Certificate.

8.22 Plan

The specific combination of Covered Services, Limitations, Exclusions, and other requirements agreed upon between you and us as set forth in the Certificate and the Contract.

8.23 Plan Sponsor

As defined in ERISA. The Plan Sponsor is typically the employer.

8.24 Premium(s)

The amount you periodically pay to us as consideration for providing Benefits under the Plan. The Premium is specified in the Group Application.

8.25 Provider

A vendor of healthcare Services licensed by the state where Services are provided and that provides Services within the scope of its license.

8.26 Qualified Medical Child Support Order

A court order for the medical support of a child as defined in ERISA.

8.27 Rescission

A cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

8.28 Service Area

As defined in the Certificate(s) of Coverage.

8.29 Service(s)

Services, care, tests, treatments, drugs, medications, supplies, or equipment.

8.30 Subscriber

The individual with an employment or other defined relationship to the Plan Sponsor, through whom Dependents may be enrolled. Subscribers are also Members.

8.31 Utah mini-COBRA

Continuation coverage required by Utah law for employers with fewer than 20 employees.

	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)* When using participating providers, you are responsible to pay the amounts in this column.	**NONPARTICIPATING** *(Out-of-Network)* When using nonparticipating providers, you are responsible to pay the amounts in this column.
CONDITIONS AND LIMITATIONS		
Lifetime Maximum Plan Payment - *Per Person*	None	
Pre-Existing Conditions (PEC)	None	
Benefit Accumulator Period	calendar year	
Maximum Annual Out-of-Network Payment - (per calendar year)	None	None
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**	**NONPARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$500/$1500	$1000/$3000
Total Out-of-Pocket Maximum - Per Person/Family (per calendar year) (Medical and Pharmacy Included in the Out-of-Pocket Maximum)	$3000/$9000	$6000/$18000
INPATIENT SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Medical, Surgical and Hospice[4]	20% after deductible	40% after deductible
Skilled Nursing Facility[4] - Up to 60 days per calendar year	20% after deductible	40% after deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar year for all therapy types combined	20% after deductible	40% after deductible
PROFESSIONAL SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Office Visits & Minor Office Surgeries		
Primary Care Provider (PCP)[1]	$25	40% after deductible
Secondary Care Provider (SCP)[1]	$35	40% after deductible
Allergy Tests	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20%	Not Covered
Major Surgery	20%	40% after deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after deductible	40% after deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**PARTICIPATING**	**NONPARTICIPATING**
Primary Care Provider (PCP)[1]	Covered 100%	Not Covered
Secondary Care Provider (SCP)[1]	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Not Covered
OUTPATIENT SERVICES[4]	**PARTICIPATING**	**NONPARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible	40% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible	See Participating Benefit
Emergency Room - *(Participating facility)*	$150 after deductible	See Participating Benefit
Emergency Room - *(Nonparticipating facility)*	$150 after deductible	See Participating Benefit
Intermountain InstaCare® Facilities, Urgent Care Facilities	$35	40% after deductible
Intermountain KidsCare® Facilities	$25	40% after deductible
Chemotherapy, Radiation and Dialysis	20% after deductible	40% after deductible
Diagnostic Tests: Minor[2]	Covered 100%	40% after deductible
Diagnostic Tests: Major[2]	20% after deductible	40% after deductible
Home Health, Hospice, Outpatient Private Nurse	20% after deductible	40% after deductible
Outpatient Rehab Therapy: Physical, Speech, Occupational *Up to 20 visits per calendar year for each therapy type*	$35 after deductible	40% after deductible

See other side for additional benefits

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	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)*	**NONPARTICIPATING** *(Out-of-Network)*
MISCELLANEOUS SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Durable Medical Equipment (DME)[4]	20% after deductible	40% after deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after deductible	40% after deductible
Autism Spectrum Disorder *Applied behavior analysis and behavioral health services up to $30,000 or 600 hours/calendar year, whichever is greater*	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services
Maternity and Adoption[4,6]	See Professional, Inpatient or Outpatient	40% after deductible
Cochlear Implants[4]	See Professional, Inpatient or Outpatient	Not Covered
Infertility - *Select Services* *(Max Plan Payment $1,500/ calendar year; $5,000 lifetime)*	*50% after deductible	Not Covered
Donor Fees for Covered Organ Transplants[4]	20% after deductible	Not Covered
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	Not Covered
OPTIONAL BENEFITS	**PARTICIPATING**	**NONPARTICIPATING**
Mental Health and Chemical Dependency - *Not Administered by SelectHealth*	Not Covered	
Chiropractic - In Utah call 800-678-9133, in Idaho use BrightPath, outside Utah and Idaho use MultiPlan/PHCS	*$20 (up to 15 visits per calendar year)	Not Covered
Injectable Drugs and Specialty Medications[4]	20% after deductible	40% after deductible
PRESCRIPTION DRUGS		
Pharmacy Deductible - Per Person per calendar year	$50	
Prescription Drug List (formulary)	RxSelect®	
Prescription Drugs - *Up to 30 Day Supply of Covered Medications*[4]		
Tier 1	$15	
Tier 2	$30 after pharmacy deductible	
Tier 3	$50 after pharmacy deductible	
Tier 4	$100 after pharmacy deductible	
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90®)-selected drugs*[4]		
Tier 1	$15	
Tier 2	$60 after pharmacy deductible	
Tier 3	$150 after pharmacy deductible	
Generic Substitution Required	Generic required or must pay copay plus cost difference between name brand and generic	

To remain compliant with state and federal regulations including the Affordable Care Act (ACA), these benefits are subject to change.

1 Refer to **selecthealth.org/findadoctor** to identify whether a provider is a primary or secondary care provider.

2 Refer to your Certificate of Coverage for more information.

3 Frequency and/or quantity limitations apply to some preventive care and MMS services.

4 Preauthorization is required for the following: all inpatient services; certain injectable drugs and specialty medications; certain prescription drugs; certain DME items and prosthetic items; maternity stays longer than two days for normal delivery or longer than four days for cesarean and all deliveries outside of the service area; home health nursing; pain management/pain clinic services; outpatient private nurse; organ transplants; cochlear implants and certain genetic tests. Benefits may be reduced or denied if you do not preauthorize certain services. Please refer to Section 11--"Healthcare Management", in your Certificate of Coverage, for details.

5 All deductible/copay/coinsurance amounts are based on the allowed amounts and not on the providers billed charges. Nonparticipating Providers or Facilities have not agreed to accept the Allowed Amount for Covered Services. When this occurs, you are responsible to pay for any charges that exceed the amount that SelectHealth pays for Covered Services. These fees are called Excess Charges, and they do not apply to your Out-of-Pocket Maximum.

6 SelectHealth provides a $4000 adoption indemnity as outlined by the state of Utah. Medical deductible, copay, or coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

* Not applied to Medical out-of-pocket maximum.

All covered services obtained outside the United States, except for routine, urgent, or emergency conditions require preauthorization.

For more information, call Member Services at 800-538-5038 weekdays, from 7:00 a.m.to 8:00 p.m., and Saturdays from 9:00 a.m. to 2:00 p.m.

Select Care Plus benefits are administered and underwritten by SelectHealth.

select:care+ SIGNATURE

	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)* When using participating providers, you are responsible to pay the amounts in this column.	**NONPARTICIPATING** *(Out-of-Network)* When using nonparticipating providers, you are responsible to pay the amounts in this column.
CONDITIONS AND LIMITATIONS		
Lifetime Maximum Plan Payment - *Per Person*	None	
Pre-Existing Conditions (PEC)	None	
Benefit Accumulator Period	calendar year	
Maximum Annual Out-of-Network Payment - (per calendar year)	None	None
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**	**NONPARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$500/$1500	$1000/$3000
Total Out-of-Pocket Maximum - Per Person/Family (per calendar year) (Medical and Pharmacy Included in the Out-of-Pocket Maximum)	$3000/$9000	$6000/$18000
INPATIENT SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Medical, Surgical and Hospice[4]	20% after deductible	40% after deductible
Skilled Nursing Facility[4] - Up to 60 days per calendar year	20% after deductible	40% after deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar year for all therapy types combined	20% after deductible	40% after deductible
PROFESSIONAL SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Office Visits & Minor Office Surgeries		
Primary Care Provider (PCP)[1]	$25	40% after deductible
Secondary Care Provider (SCP)[1]	$35	40% after deductible
Allergy Tests	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20%	Not Covered
Major Surgery	20%	40% after deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after deductible	40% after deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**PARTICIPATING**	**NONPARTICIPATING**
Primary Care Provider (PCP)[1]	Covered 100%	Not Covered
Secondary Care Provider (SCP)[1]	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Not Covered
OUTPATIENT SERVICES[4]	**PARTICIPATING**	**NONPARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible	40% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible	See Participating Benefit
Emergency Room - *(Participating facility)*	$150 after deductible	See Participating Benefit
Emergency Room - *(Nonparticipating facility)*	$150 after deductible	See Participating Benefit
Intermountain InstaCare® Facilities, Urgent Care Facilities	$35	40% after deductible
Intermountain KidsCare® Facilities	$25	40% after deductible
Chemotherapy, Radiation and Dialysis	20% after deductible	40% after deductible
Diagnostic Tests: Minor[2]	Covered 100%	40% after deductible
Diagnostic Tests: Major[2]	20% after deductible	40% after deductible
Home Health, Hospice, Outpatient Private Nurse	20% after deductible	40% after deductible
Outpatient Rehab Therapy: Physical, Speech, Occupational *Up to 20 visits per calendar year for each therapy type*	$35 after deductible	40% after deductible

See other side for additional benefits

WEST VALLEY CITY PRE 65 RET G1007047 1002 L20C5761 07/01/2016

	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)*	**NONPARTICIPATING** *(Out-of-Network)*
MISCELLANEOUS SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Durable Medical Equipment (DME)[4]	20% after deductible	40% after deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after deductible	40% after deductible
Autism Spectrum Disorder *Applied behavior analysis and behavioral health services up to $30,000 or 600 hours/calendar year, whichever is greater*	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services
Maternity and Adoption[4,6]	See Professional, Inpatient or Outpatient	40% after deductible
Cochlear Implants[4]	See Professional, Inpatient or Outpatient	Not Covered
Infertility - *Select Services* *(Max Plan Payment $1,500/ calendar year; $5,000 lifetime)*	*50% after deductible	Not Covered
Donor Fees for Covered Organ Transplants[4]	20% after deductible	Not Covered
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	Not Covered
OPTIONAL BENEFITS	**PARTICIPATING**	**NONPARTICIPATING**
Mental Health and Chemical Dependency - *Not Administered by SelectHealth*	Not Covered	
Chiropractic - In Utah call 800-678-9133, in Idaho use BrightPath, outside Utah and Idaho use MultiPlan/PHCS	*$20 (up to 15 visits per calendar year)	Not Covered
Injectable Drugs and Specialty Medications[4]	20% after deductible	40% after deductible
PRESCRIPTION DRUGS		
Pharmacy Deductible - Per Person per calendar year	$50	
Prescription Drug List (formulary)	RxSelect®	
Prescription Drugs - *Up to 30 Day Supply of Covered Medications*[4]		
Tier 1	$15	
Tier 2	$30 after pharmacy deductible	
Tier 3	$50 after pharmacy deductible	
Tier 4	$100 after pharmacy deductible	
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90®)-selected drugs*[4]		
Tier 1	$15	
Tier 2	$60 after pharmacy deductible	
Tier 3	$150 after pharmacy deductible	
Generic Substitution Required	Generic required or must pay copay plus cost difference between name brand and generic	

To remain compliant with state and federal regulations including the Affordable Care Act (ACA), these benefits are subject to change.

1 Refer to **selecthealth.org/findadoctor** to identify whether a provider is a primary or secondary care provider.

2 Refer to your Certificate of Coverage for more information.

3 Frequency and/or quantity limitations apply to some preventive care and MMS services.

4 Preauthorization is required for the following: all inpatient services; certain injectable drugs and specialty medications; certain prescription drugs; certain DME items and prosthetic items; maternity stays longer than two days for normal delivery or longer than four days for cesarean and all deliveries outside of the service area; home health nursing; pain management/pain clinic services; outpatient private nurse; organ transplants; cochlear implants and certain genetic tests. Benefits may be reduced or denied if you do not preauthorize certain services. Please refer to Section 11--"Healthcare Management", in your Certificate of Coverage, for details.

5 All deductible/copay/coinsurance amounts are based on the allowed amounts and not on the providers billed charges. Nonparticipating Providers or Facilities have not agreed to accept the Allowed Amount for Covered Services. When this occurs, you are responsible to pay for any charges that exceed the amount that SelectHealth pays for Covered Services. These fees are called Excess Charges, and they do not apply to your Out-of-Pocket Maximum.

6 SelectHealth provides a $4000 adoption indemnity as outlined by the state of Utah. Medical deductible, copay, or coinsurance listed under the benefit applies and may exhaust the benefits prior to any plan payments.

* Not applied to Medical out-of-pocket maximum.

All covered services obtained outside the United States, except for routine, urgent, or emergency conditions require preauthorization.

For more information, call Member Services at 800-538-5038 weekdays, from 7:00 a.m.to 8:00 p.m., and Saturdays from 9:00 a.m. to 2:00 p.m.

Select Care Plus benefits are administered and underwritten by SelectHealth.

select:care+ SIGNATURE

	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)* When using participating providers, you are responsible to pay the amounts in this column.	**NONPARTICIPATING** *(Out-of-Network)* When using nonparticipating providers, you are responsible to pay the amounts in this column.
CONDITIONS AND LIMITATIONS		
Lifetime Maximum Plan Payment - *Per Person*	None	
Pre-Existing Conditions (PEC)	None	
Benefit Accumulator Period	calendar year	
Maximum Annual Out-of-Network Payment - (per calendar year)	None	None
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**	**NONPARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$500/$1500	$1000/$3000
Total Out-of-Pocket Maximum - Per Person/Family (per calendar year) (Medical and Pharmacy Included in the Out-of-Pocket Maximum)	$3000/$9000	$6000/$18000
INPATIENT SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Medical, Surgical and Hospice[4]	20% after deductible	40% after deductible
Skilled Nursing Facility[4] - Up to 60 days per calendar year	20% after deductible	40% after deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar year for all therapy types combined	20% after deductible	40% after deductible
PROFESSIONAL SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Office Visits & Minor Office Surgeries		
Primary Care Provider (PCP)[1]	$25	40% after deductible
Secondary Care Provider (SCP)[1]	$35	40% after deductible
Allergy Tests	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20%	Not Covered
Major Surgery	20%	40% after deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after deductible	40% after deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**PARTICIPATING**	**NONPARTICIPATING**
Primary Care Provider (PCP)[1]	Covered 100%	Not Covered
Secondary Care Provider (SCP)[1]	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Not Covered
OUTPATIENT SERVICES[4]	**PARTICIPATING**	**NONPARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible	40% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible	See Participating Benefit
Emergency Room - *(Participating facility)*	$150 after deductible	See Participating Benefit
Emergency Room - *(Nonparticipating facility)*	$150 after deductible	See Participating Benefit
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medical

certificate of coverage

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SECTION 1 INTRODUCTION

1.1 This Certificate

This Certificate of Coverage describes the terms and conditions of the health insurance Benefits provided under your employer's Group Health Insurance Contract with SelectHealth, Inc. Please read it carefully and keep it for future reference. Technical terms are capitalized and described in Section 16 Definitions. Your Member Payment Summary, which contains a quick summary of the Benefits by category of service, is attached to and considered part of this Certificate.

1.2 SelectHealth

SelectHealth is an HMO licensed by the State of Utah. SelectHealth is affiliated with Intermountain Healthcare, but is a separate company. The Contract does not involve Intermountain Healthcare or any other affiliated Intermountain companies, or their officers or employees. Such companies are not responsible to you or any other Members for the obligations or actions of SelectHealth.

1.3 Managed Care

SelectHealth provides managed healthcare coverage. Such management necessarily limits some choices of Providers and Facilities. The management features and procedures are described by this Certificate. The Plan is intended to meet basic healthcare needs, but not necessarily to satisfy every healthcare need or every desire Members may have for Services.

1.4 Your Agreement

As a condition to enrollment and to receiving Benefits from SelectHealth, you (the Subscriber) and every other Member enrolled through your coverage (your Dependents) agree to the managed care features that are a part of the Plan in which you are enrolled and all of the other terms and conditions of this Certificate and the Contract.

1.5 No Vested Rights

You are only entitled to receive Benefits while the Contract is in effect and you, and your Dependents if applicable, are properly enrolled and recognized by SelectHealth as Members. You do not have any permanent or vested interest in any Benefits under the Plan. Benefits may change as the Contract is renewed or modified from year to year. Unless otherwise expressly stated in this Certificate, all Benefits end when the Contract ends.

1.6 Administration

SelectHealth establishes reasonable rules, regulations, policies, procedures, and protocols to help it in the administration of your Benefits. You are subject to these administrative practices when receiving Benefits, but they do not change the express provisions of this Certificate or the Contract.

1.7 Non-Assignment

Benefits are not assignable or transferable. Any attempted assignment or transfer by any Member of the right to receive payment from SelectHealth will be invalid unless approved in advance in writing by SelectHealth.

1.8 Notices

Any notice required of SelectHealth under the Contract will be sufficient if mailed to you at the address appearing on the records of SelectHealth. Notice to your Dependents will be sufficient if given to you. Any notice to SelectHealth will be sufficient if mailed to the principal office of SelectHealth. All required notices must be sent by at least first class mail.

1.9 Nondiscrimination

SelectHealth will not discriminate against any Member based on race, sex, religion, national origin, or any other basis forbidden by law. SelectHealth will not terminate or refuse to enroll any Member because of the health status or the healthcare needs of the Member or because he or she exercised any right under the SelectHealth complaint resolution system.

1.10 Questions

If you have questions about your Benefits, call Member Services at 800-538-5038, or visit selecthealth.org. Member Services can also provide you with a provider directory and information about Participating Providers, such as medical school attended, residency completed, and board certification status. SelectHealth offers foreign language assistance.

1.11 Benefit Changes

SelectHealth employees often respond to outside inquiries regarding coverage as part of their job responsibilities. These employees do not have the authority to extend or modify the Benefits provided by the Plan.

a. In the event of a discrepancy between information given by a SelectHealth employee and the written terms of the Contract, the terms of the Contract will control.

b. Any changes or modifications to Benefits must be provided in writing and signed by the president, vice president, or medical director of SelectHealth.

c. Administrative errors will not invalidate Benefits otherwise in force or give rise to rights or Benefits not otherwise provided for by the Plan.

SECTION 2 ELIGIBILITY

2.1 General

Your employer decides, in consultation with SelectHealth, which categories of its employees, retirees, and their Dependents are Eligible for Benefits, and establishes the other Eligibility requirements of the Plan. These Eligibility requirements are described in this section and in the Group Application of the Contract. In order to become and remain a Member, you and your Dependents must continuously satisfy these requirements. No one, including your employer, may change, extend, expand, or waive the Eligibility requirements without first obtaining the advance, written approval of an officer of SelectHealth.

2.2 Subscriber Eligibility

You are Eligible for Benefits as set forth in the Group Application. During the Employer Waiting Period, you must work the specified minimum required hours except for paid time off and hours you do not work due to a medical condition, the receipt of healthcare, your health status or disability. SelectHealth may require payroll reports from your employer to verify the number of hours you have worked as well as documentation from you to verify hours that you did not work due to paid time off, a medical condition, the receipt of healthcare, your health status or disability.

2.3 Dependent Eligibility

Unless stated otherwise in the Group Application, your Dependents are:

2.3.1 Spouse

Your lawful spouse. Eligibility may not be established retroactively.

2.3.2 Children

The children (by birth or adoption, and children placed for adoption or under legal guardianship through testamentary appointment or court order, but not under temporary guardianship or guardianship for school residency purposes) of you or your lawful spouse, who are younger than age 26.

2.3.3 Disabled Children

Unmarried Dependent children who meet the Eligibility requirements in Subsection 2.3.2 may enroll or remain enrolled as Dependents after reaching age 26 as long as they:

a. Are unable to engage in substantial gainful employment to the degree they can achieve economic independence due to medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months or result in death;

b. Are chiefly dependent upon you or your lawful spouse for support and maintenance since they reached age 26; and

c. Have been continuously enrolled in some form of healthcare coverage, with no break in coverage of more than 63 days since the date they reached age 26.

SelectHealth may require you to provide proof of incapacity and dependency within 30 days of the Effective Date or the date the child reaches age 26 and annually after the two-year period following the child's 26th birthday.

2.3.4 Incarcerated Dependents

Despite otherwise qualifying as described above, a person incarcerated in a prison, jail, or other correctional facility is not a Dependent.

2.4 Court-Ordered Dependent Coverage

When you or your lawful spouse are required by a court or administrative order to provide health insurance coverage for a child, the child will be enrolled in your family coverage according to SelectHealth guidelines and only to the minimum extent required pursuant to U.C.A. § 31A-22-610 through 611, and 718. If you are not enrolled for coverage at the time the court or administrative order becomes effective, only you and the affected Dependent will be allowed to enroll for coverage. For more information about SelectHealth guidelines, please call Member Services.

2.4.1 Qualified Medical Child Support Order (QMCSO)

A QMCSO can be issued by a court of law or by a state or local child welfare agency. In order for the medical child support order to be qualified, the order must specify the following:

a. Your name and last known mailing address (if any) and the name and mailing address of each alternate recipient covered by the order;

b. A reasonable description of the type of coverage to be provided, or the manner in which the coverage will be determined; and

c. The period to which the order applies.

2.4.2 National Medical Support Notice (NMSN)

An NMSN is a QMCSO issued by a state or local child welfare agency to withhold from your income any contributions required by the Plan to provide health insurance coverage for an Eligible child.

2.4.3 Eligibility and Enrollment

You and the Dependent child must be Eligible for coverage, unless specifically required otherwise by applicable law. You and/or the Dependent child will be enrolled without regard to an Annual Open Enrollment restriction and will be subject to applicable Employer Waiting Period requirements. SelectHealth will not recognize Dependent Eligibility for a former spouse as the result of a court order.

2.4.4 Duration of Coverage

Court-ordered coverage for a Dependent child will be provided to the age of 18.

SECTION 3 ENROLLMENT

3.1 General

You may enroll yourself and your Dependents in the Plan during the Initial Eligibility Period, under a Special Enrollment Right, or, if offered by your employer, during an Annual Open Enrollment.

You and your Dependents will not be considered enrolled until:

a. All enrollment information is provided to SelectHealth; and

b. The Premium has been paid to SelectHealth by your employer.

3.2 Enrollment Process

Unless separately agreed to in writing by SelectHealth and your employer, you must enroll on an Application accepted by SelectHealth. You and your Dependents are responsible for obtaining and submitting to SelectHealth evidence of Eligibility and all other information required by SelectHealth in the enrollment process. You enroll yourself and any Dependents by completing, signing, and submitting an Application and any other required enrollment materials to SelectHealth.

3.3 Effective Date of Coverage

Coverage for you and your Dependents will take effect as follows:

3.3.1 Annual Open Enrollment

Coverage elected during an Annual Open Enrollment will take effect on the day the Contract is effective.

3.3.2 Newly Eligible Employees

Coverage you elect as a newly Eligible employee will take effect as specified in the Group Application if SelectHealth receives a properly completed Application.

If you do not enroll in the Plan for yourself and/or your Dependents during the Initial Eligibility Period, you may not enroll until an Annual Open Enrollment unless you experience an event that creates a Special Enrollment Right.

3.3.3 Court or Administrative Order

When you or your lawful spouse are required by a court or administrative order to provide health insurance coverage for a child, the Effective Date of coverage will be the later of:

a. The start date indicated in the order;

b. The date any applicable Employer Waiting Period is satisfied; or

c. The date SelectHealth receives the order.

3.4 Special Enrollment Rights

SelectHealth provides Special Enrollment Rights in the following circumstances:

3.4.1 Loss of Other Coverage

If you do not enroll in the Plan for yourself and/or your Dependents when initially Eligible, you may enroll at a time other than an Annual Open Enrollment if each of the following conditions are met:

a. You initially declined to enroll in the Plan due to the existence of other health plan coverage;

b. The loss of the other health plan coverage occurred because of a loss of eligibility (this Special Enrollment Right will not apply if the other coverage is lost due to nonpayment of Premiums). One exception to this rule exists: if a Dependent is enrolled on another group health plan and the Annual Open Enrollment periods of the two plans do not coincide, the Dependent may voluntarily drop coverage under their group health plan's open enrollment and a special enrollment period will be permitted under the Plan in order to avoid a gap in coverage; and

c. You and/or your Dependents who lost the other coverage must enroll in the Plan within 31 days after the date the other coverage is lost.

Proof of loss of the other coverage (for example, a Certificate of Creditable Coverage) must be submitted to SelectHealth as soon as reasonably possible. Proof of loss of other coverage must be submitted before any Benefits will be paid.

Coverage of any Members properly enrolled under this Special Enrollment Right will be effective on the date the other coverage was lost.

3.4.2 New Dependents

If you are enrolled in the Plan (or are Eligible to be covered but previously declined to enroll), and gain a Dependent through marriage, birth, adoption, placement for adoption or placement under legal guardianship with you or your lawful spouse, then you may enroll the Dependents (and yourself, if applicable) in the Plan. In the case of birth, adoption or placement for adoption of a child, you may also enroll your Eligible spouse, even if he or she is not newly Eligible as a Dependent. However, this Special Enrollment Right is only available by enrolling within 31 days of the marriage, birth, adoption, placement for adoption or placement under legal guardianship (there is an exception for enrolling a newborn, adopted child, or child placed for adoption or under legal guardianship if enrolling the child does not change the Premium, as explained in Section 3.5 Enrolling a Newborn, Adopted Child, or Child Placed for Adoption or Under Legal Guardianship).

Coverage of any Members properly enrolled under this Special Enrollment Right will be effective:

a. As of the date of marriage;

b. As of the date of birth;

c. If the child is less than 31 days old when adopted or placed for adoption, as of the date of birth; if the child is more than 31 days old when adopted or placed for adoption, as of the child's date of placement; or

d. As of the later of:

   i. The effective date of the guardianship court order or testamentary appointment; or

   ii. The date the guardianship court order or testamentary appointment is received by SelectHealth.

3.4.3 Qualification for a Subsidy Through Utah's Premium Partnership

You and/or your Eligible Dependents who qualify for a subsidy through the state Medicaid program to purchase health insurance may enroll in the Plan if application is made within 60 days of receiving written notification of eligibility for the subsidy. If you timely enroll, the Effective Date of coverage is the first of the month following date of enrollment.

3.4.4 Loss of Medicaid or CHIP Coverage

If you and/or your Eligible Dependents lose coverage under a Medicaid or CHIP plan due to loss of eligibility, you may enroll in the Plan if application is made within 60 days. If you enroll within 60 days, the Effective Date of coverage is the first day after your Medicaid or CHIP coverage ended.

3.4.5 As Required by State or Federal Law

SelectHealth will recognize other special enrollment rights as required by state or federal law.

3.5 Enrolling a Newborn, Adopted Child, or Child Placed for Adoption or Under Legal Guardianship

You must enroll your newborn, adopted child, child placed for adoption or child under legal guardianship according to the following requirements:

a. If enrolling the child requires additional Premium, you must enroll the child within 31 days of the child's birth, adoption, or placement for adoption or under legal guardianship.

b. If enrolling the child does not change the Premium, you must enroll the child within 31 days from the date SelectHealth mails notification that a claim for Services was received for the child.

If the child is not enrolled within these time frames, then you may not enroll the child until an Annual Open Enrollment or if you experience an event that creates a Special Enrollment Right.

If you lose Eligibility for coverage before the end of the applicable time frame listed in (a) or (b) above, you are still allowed to enroll the child within the applicable time frame. However, the child will only be covered from the moment of birth, adoption, placement for adoption or under legal guardianship until the date that you lost Eligibility for coverage.

3.6 Leave of Absence

If you are granted a temporary leave by your employer, you and any Dependents may continue to be enrolled with SelectHealth for up to the length of time specified in the Group Application, as long as the monthly Premiums for your coverage are paid to SelectHealth by your employer. Military personnel called into active duty will continue to be covered to the extent required by law. A leave of absence may not be treated retroactively as a termination of employment.

3.7 Family Medical Leave Act

If you are on a leave required by the Family Medical Leave Act (FMLA), SelectHealth will administer your coverage as follows:

a. You and your enrolled Dependents may continue your coverage with SelectHealth to the minimum extent required by the FMLA as long as applicable Premiums continue to be paid to SelectHealth by your employer.

b. If Premiums are not paid, your coverage will be terminated. Upon your return to work, you and any previously enrolled Dependents who are still Eligible will be prospectively reinstated if the applicable Premium for you is paid to SelectHealth by your employer within 30 days. SelectHealth will not be responsible for any claims incurred by you or your Dependents during this break in coverage.

Any non-FMLA leave of absence granted by your employer that could have been classified as FMLA leave will be considered by SelectHealth as an FMLA leave of absence.

SECTION 4 TERMINATION

4.1 Group Termination

Coverage under the Plan for you and your Dependents will terminate when the Contract terminates.

4.1.1 Termination by Employer

Your employer may terminate the Contract, with or without cause, by providing SelectHealth with written notice of termination not less than 30 days before the proposed termination date.

4.1.2 Termination of Employer Group by SelectHealth

SelectHealth may terminate the Contract for any of the following reasons:

a. Nonpayment of applicable Premiums;

b. Fraud or intentional misrepresentation of material fact to SelectHealth by your employer in any matter related to the Contract or the administration of the Plan;

c. Your employer's coverage under the Contract is through an association and your employer terminates membership in the association;

d. Your employer fails to satisfy the minimum group participation and/or employer contribution requirements of SelectHealth;

e. No Members live, reside, or work in the Service Area;

f. SelectHealth elects to discontinue offering a particular health benefit plan. If that happens, you will be given at least 90 days advance notice; or

g. SelectHealth withdraws from the market and discontinues all of its health benefit plans. If that happens, you will be given at least 180 days advance notice.

4.2 Individual Termination

Your coverage under the Plan may terminate even though the Contract with your employer remains in force.

4.2.1 Termination Date

If you and/or your enrolled Dependents lose Eligibility, then coverage will terminate either on the date Eligibility is lost or the end of the month in which Eligibility is lost, as specified in the Group Application. However, when a Dependent child ceases to be a Dependent, coverage will terminate at the end of the month in which Dependent status is lost. When a loss of Eligibility is not reported in a timely fashion as required by the Contract, and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

4.2.2 Fraud or Misrepresentation

a. Made During Enrollment:

   i. Coverage for you and/or your Dependents may be terminated or Rescinded during the two-year period after you enroll if you or they make an intentional misrepresentation of material fact in connection with insurability.

   ii. Coverage for you and/or your Dependents may be terminated or Rescinded at any time if you or they make any fraudulent misrepresentation in connection with insurability.

   iii. Please Note: If coverage is Rescinded as described above, the termination is retroactive to the Effective Date of coverage.

b. Made After Enrollment: Coverage for you and/or your Dependents may be terminated or Rescinded if you or they commit fraud or make an intentional misrepresentation of material fact in connection with Benefits or Eligibility. At the discretion of SelectHealth, the Rescission may be effective retroactively to the date of the fraud or misrepresentation.

c. If coverage for you or your Dependent is terminated or Rescinded for fraud or intentional misrepresentation of material fact, you or they are allowed to reenroll 12 months after the date of the termination, provided the Contract is still in force. You will be given notice of this provision at the time of termination.

d. The termination from the Plan of a Dependent for cause does not necessarily affect your Eligibility or enrollment or the Eligibility or enrollment of your other Dependents.

4.2.3 Leaving the Service Area

Coverage for you and/or your Dependents terminates if you no longer live, work or reside in the Service Area.

4.2.4 Annual Open Enrollment

You can drop coverage for yourself and any Dependents during an Annual Open Enrollment.

4.2.5 Nonpayment of Premium or Contributions

SelectHealth may terminate coverage for you and/or your Dependents for nonpayment of applicable Premiums or contributions. Termination may be retroactive to the beginning of the period for which Premiums or contributions were not paid, and SelectHealth may recover from you and/or your Dependent(s) the amount of any Benefits you or they received during the period of lost coverage.

4.2.6 Court or Administrative Order

In cases of court or administrative orders that grant a divorce or annul/declare void a marriage, subject to SelectHealth policy, the effective date of the change will be the date the court or administrative order was signed by the court or administrative agency.

4.3 Member Receiving Treatment at Termination

All Benefits under the Plan terminate when the Contract terminates, including coverage for Members hospitalized or otherwise within a course of care or treatment. All Services received after the date of termination are the responsibility of the Member and not the responsibility of SelectHealth no matter when the condition arose and despite care or treatment anticipated or already in progress.

4.4 Reinstatement

Members terminated from coverage for cause may not be reinstated without the written approval of SelectHealth.

SECTION 5 CONTINUATION COVERAGE

If your coverage terminates, you or your enrolled Dependents may be entitled to continue and/or convert coverage. For detailed information about your rights and obligations under your Employer's Plan and under federal law, contact your employer.

5.1 COBRA or Utah mini-COBRA (Continuation Coverage)

You and/or your Dependents may have the right to temporarily continue your coverage under the Plan when coverage is lost due to certain events. The federal law that governs this right is called COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1986) and generally applies to employers with 20 or more employees. For employers with fewer than 20 employees, Utah law provides for mini-COBRA coverage.

5.1.1 Employer's Obligation

Continuation Coverage is an employer obligation. SelectHealth is not the administrator of Continuation Coverage procedures and requirements. SelectHealth has contractually agreed to assist your employer in providing Continuation Coverage in certain circumstances. It is your employer's responsibility to do the following in a timely manner:

a. Notify persons entitled to Continuation Coverage;

b. Notify SelectHealth of such individuals; and

c. Collect and submit to SelectHealth all applicable Premiums.

If the Contract is terminated, your Continuation Coverage with SelectHealth will terminate. Your employer is responsible for obtaining substitute coverage.

5.2 Minimum Extent

Continuation Coverage will only be provided for the minimum time and only to the minimum extent required by applicable federal law or pursuant to U.C.A. § 31A-22-722. SelectHealth will not provide Continuation Coverage if you, your Dependents, or your employer fails to strictly comply with all applicable notices and other requirements and deadlines.

SECTION 6 PROVIDERS/NETWORKS

6.1 Providers and Facilities

SelectHealth contracts with certain Providers and Facilities (known as Participating Providers and Participating Facilities) to provide Covered Services within the Service Area. Not all available Providers and Facilities and not all categories of Providers and Facilities are invited to contract with SelectHealth.

6.1.1 Participating Providers and Facilities

You receive a higher level of Benefits (known as Participating Benefits) when you obtain Covered Services from a Participating Provider or Facility. Refer to your Member Payment Summary for details.

6.1.2 Nonparticipating Providers and Facilities

In most cases, you receive a lower level of Benefits (known as Nonparticipating Benefits) when you obtain Covered Services from a Nonparticipating Provider or Facility. Refer to your Member Payment Summary for details.

6.1.3 Other Networks

For Services received in Idaho, you receive Participating Benefits when you use providers who are on the SelectHealth provider network in Idaho. For Services received outside of Idaho and Utah, you receive Participating Benefits when you use providers who are participating on the MultiPlan and PHCS networks.

6.2 Providers and Facilities not Agents/Employees of SelectHealth

Providers contract independently with SelectHealth or an affiliated network and are not agents or employees of SelectHealth. They are entitled and required to exercise independent professional medical judgment in providing Covered Services. SelectHealth and its affiliated network(s) make a reasonable effort to credential Participating Providers and Facilities, but do not guarantee the quality of Services rendered by Providers and Facilities or the outcomes of medical care or health-related Services. Providers and Facilities, not SelectHealth, are solely responsible for their actions, or failures to act, in providing Services to you.

Providers and Facilities are not authorized to speak on behalf of SelectHealth or to cause SelectHealth to be legally bound by what they say. A recommendation, order, or referral from a Provider or Facility, including Participating Providers and Facilities, does not guarantee coverage by SelectHealth.

Providers and Facilities do not have authority, either intentionally or unintentionally, to modify the terms and conditions of the Plan. Benefits are determined by the provisions of the Contract.

6.3 Payment

SelectHealth may pay Providers in one or more ways, such as discounted fee-for-service, capitation (fixed payment per Member per month), and payment of a year-end withhold.

6.3.1 Incentives

Some payment methods may encourage Providers to reduce unnecessary healthcare costs and efficiently utilize healthcare resources. No payment method is ever intended to encourage a Provider to limit Medically Necessary care.

6.3.2 Payments to Members

SelectHealth reserves the right to make payments directly to you or your Dependents instead of to Nonparticipating Providers and/or Facilities.

6.4 Provider/Patient Relationship

Providers and Facilities are responsible for establishing and maintaining appropriate Provider/patient relationships with you, and SelectHealth does not interfere with those relationships. SelectHealth is only involved in decisions about what Services will be covered and paid for by SelectHealth under the Plan. Decisions about your Services should be made between you and your Provider without reference to coverage under the Plan.

6.5 Continuity of Care

SelectHealth will provide you with 30 days' notice of Participating Provider termination if you or your Dependent is receiving ongoing care from that Provider. However, if SelectHealth does not receive adequate notice of a Provider termination, SelectHealth will notify you within 30 days of receiving notice that the Provider is no longer participating with SelectHealth.

If you or your Dependent is under the care of a Provider when participation changes, SelectHealth will continue to treat the Provider as a Participating Provider until the completion of the care (not to exceed 90 days), or until you or your Dependent is transferred to another Participating Provider, whichever occurs first. However, if you or your Dependent is receiving maternity care in the second or third trimester, you or they may continue such care through the first postpartum visit.

To continue care, the Participating Provider must not have been terminated by SelectHealth for quality reasons, remain in the Service Area, and agree to do all of the following:

a. Accept the Allowed Amount as payment in full;

b. Follow SelectHealth's Healthcare Management Program policies and procedures;

c. Continue treating you and/or your Dependent; and

d. Share information with SelectHealth regarding the treatment plan.

SECTION 7 ABOUT YOUR BENEFITS

7.1 General

You and your Dependents are entitled to receive Benefits while you are enrolled with SelectHealth and while the Contract is in effect. This section describes those Benefits in greater detail.

7.2 Member Payment Summary

Your Member Payment Summary lists variable information about your specific Plan. This includes information about Copay, Coinsurance, and/or Deductible requirements, Preauthorization requirements, visit limits, Limitations on the use of Nonparticipating Providers and Facilities, and expenses that do not count against your Out-of-Pocket Maximum.

7.3 Identification (ID) Cards

You will be given SelectHealth ID cards that will provide certain information about the Plan in which you are enrolled. Providers and Facilities may require the presentation of the ID card plus one other reliable form of identification as a condition to providing Services. The ID card does not guarantee Benefits.

If you or your enrolled Dependents permit the use of your ID card by any other person, the card will be confiscated by SelectHealth or by a Provider or Facility and all rights under the Plan will be immediately terminated for you and/or your Dependents.

7.4 Medical Necessity

To qualify for Benefits, Covered Services must be Medically Necessary. Medical Necessity is determined by the Medical Director of SelectHealth or another Physician designated by SelectHealth. A recommendation, order, or referral from a Provider or Facility, including Participating Providers and Facilities, does not guarantee Medical Necessity.

7.5 Benefit Changes

Your Benefits may change if the Contract changes. Your employer is responsible for providing at least 30 days advance written notice of such changes.

7.6 Calendar-Year or Plan-Year Basis

Your Member Payment Summary will indicate if your Benefits are calculated on a calendar-Year or plan-Year basis. Out-of-Pocket Maximums, Limitations, and Deductibles that are calculated on a calendar-Year basis start over each January 1st. Out-of-Pocket Maximums, Limitations, and Deductibles that are calculated on a plan-Year basis start over each Year on the renewal date of the Contract.

7.7 Lifetime Maximums

Your Member Payment Summary will specify any applicable Lifetime Maximums.

7.8 Two Benefit Levels

7.8.1 Participating Benefits

You receive a higher level of Benefits (known as Participating Benefits) when you obtain Covered Services from a Participating Provider or Facility. Participating Providers and Facilities have agreed to accept the Allowed Amount and will not bill you for Excess Charges.

7.8.2 Nonparticipating Benefits

In most cases, you receive a lower level of Benefits (known as Nonparticipating Benefits) when you obtain Covered Services from a Nonparticipating Provider or Facility; and some Services are not covered when received from a Nonparticipating Provider or Facility. Nonparticipating Providers or Facilities have not agreed to accept the Allowed Amount for Covered Services. When this occurs, you are responsible to pay for any charges that exceed the amount that SelectHealth pays for Covered Services. These fees are called Excess Charges, and they do not apply to your Out-of-Pocket Maximum.

7.9 Emergency Conditions

Participating Benefits apply to emergency room Services regardless of whether they are received at a Participating Facility or Nonparticipating Facility.

If you or your Dependent is hospitalized for an emergency:

a. You or your representative must contact SelectHealth within two working days, or as soon as reasonably possible; and

b. If you are in a Nonparticipating Facility, once the Emergency Condition has been stabilized, you may be asked to transfer to a Participating Facility in order to continue receiving Participating Benefits.

7.10 Urgent Conditions

Participating Benefits apply to Services received for Urgent Conditions rendered by a Participating Provider or Facility. Participating Benefits also apply to Services received for Urgent Conditions rendered by a Nonparticipating Provider or Facility more than 40 miles away from any Participating Provider or Facility.

SECTION 8 COVERED SERVICES

You and your Dependents are entitled to receive Benefits for Covered Services while you are enrolled with SelectHealth and while the Contract is in effect. This section describes those Covered Services (except for pharmacy Covered Services, which are separately described in Section 9 Prescription Drug Benefits). Certain Services must be Preauthorized; failure to obtain Preauthorization for these Services may result in a reduction or denial of Benefits. Refer to Section 11 Healthcare Management for a list of Services that must be Preauthorized.

Benefits are limited. Services must satisfy all of the requirements of the Contract to be covered by SelectHealth. For additional information affecting Covered Services, refer to your Member Payment Summary and Section 10 Limitations and Exclusions. In addition to this Certificate, you can find further information about your Benefits by doing any of the following:

a. Log in to My Health at selecthealth.org/myhealth;

b. Visit selecthealth.org;

c. Refer to your Provider & Facility Directory; or

d. Call Member Services at 800-538-5038.

8.1 Facility Services

8.1.1 Educational Training

Only when rendered by a Participating Provider for diabetes or asthma.

8.1.2 Emergency Room (ER)

If you are admitted directly to the Hospital because of the condition for which emergency room Services were sought, the emergency room Copay, if applicable, will be waived.

8.1.3 Inpatient Hospital

a. Semiprivate room accommodations and other Hospital-related Services ordinarily furnished and billed by the Hospital.

b. Private room accommodations in connection with a medical condition requiring isolation. If you choose a private room when a semiprivate room is available or isolation is not necessary, you are responsible for paying the difference between the Hospital's semiprivate room rate and the private room rate. However, you will not be responsible for the additional charge if the Hospital only provides private room accommodations or if a private room is the only room available.

c. Intensive care unit.

d. Preadmission testing.

e. Short-term inpatient detoxification provided by a SelectHealth-approved treatment Facility for alcohol/drug dependency.

f. Maternity/obstetrical Services.

g. Services in connection with an otherwise covered inpatient Hospital stay.

8.1.4 Nutritional Therapy

Medical nutritional therapy Services are covered up to five visits per Year as a Preventive Service, regardless of diagnosis. Subsequent visits are covered as a medical Benefit.

Weight management as part of a program approved by SelectHealth is also covered once per year.

8.1.5 Outpatient Facility and Ambulatory Surgical Facility

Outpatient surgical and medical Services.

8.1.6 Skilled Nursing Facility

Only when Services cannot be provided adequately through a home health program.

8.1.7 Urgent Care Facility

8.2 Provider Services

8.2.1 After-Hours Visits

Office visits and minor surgery provided after the Provider's regular business hours.

8.2.2 Anesthesia

If administered in connection with otherwise Covered Services and by a Physician certified as an anesthesiologist or by a Certified Registered Nurse Anesthetist (CRNA) under the direct supervision of a Physician certified as an anesthesiologist.

General anesthesia is only covered when rendered in a Facility.

8.2.3 Dental Services

Only:

a. When rendered to diagnose or treat medical complications of a dental procedure and administered under the direction of a medical Provider whose primary practice is not dentistry or oral surgery.

b. When SelectHealth determines the following to be Medically Necessary:

   i. Maxillary and/or mandibular procedures;

   ii. Upper/lower jaw augmentation or reduction procedures, including developmental corrections or altering of vertical dimension;

   iii. Orthognathic Services; or

   iv. Services for Congenital Oligodontia/Anodontia.

c. For repairs of physical damage to sound natural teeth, crowns, and the natural supporting structures surrounding teeth when:

i. Such damage is a direct result of an accident independent of disease or bodily infirmity or any other cause;

ii. Medical advice, diagnosis, care, or treatment was recommended or received for the injury at the time of the accident; and

iii. Repairs are initiated within one year of the date of the accident.

Bleaching to restore teeth to pre-accident condition is limited to $200.

Orthodontia and the replacement/repair of dental appliances are not covered, even after an accident. Repairs for physical damage resulting from biting or chewing are not covered.

8.2.4 Dietary Products

Only in the following limited circumstances:

a. For hereditary metabolic disorders when:

i. You or your Dependent has an error of amino acid or urea cycle metabolism;

ii. The product is specifically formulated and used for the treatment of errors of amino acid or urea cycle metabolism; and

iii. The product is used under the direction of a Physician, and its use remains under the supervision of the Physician.

b. Certain enteral formulas according to SelectHealth policy.

8.2.5 Genetic Counseling

Only when provided by a Participating Provider who is a certified genetic counselor or board certified medical geneticist.

8.2.6 Genetic Testing

Only in the following circumstances and according to SelectHealth criteria or required by state and federal law:

a. Prenatal testing when performed as part of an amniocentesis to assess specific chromosomal abnormalities in women at high risk for inheritable conditions that can lead to significant immediate and/or long-term health consequences to the child after birth;

b. Neonatal testing for specific inheritable metabolic conditions (e.g., PKU);

c. When the Member has a more than five-percent probability of having an inheritable genetic condition and has signs or symptoms suggestive of a specific condition or a strong family history of the condition (defined as two or more first-degree relatives with the condition) and results of the testing will directly affect the patient's treatment; or

d. Pre-implantation embryonic genetic testing performed to identify an inherited genetic condition known to already exist in either parent’s family which has the potential to cause serious and impactful medical conditions for the child.

8.2.7 Home Visits

Only if you are physically incapable of traveling to the Provider’s office.

8.2.8 Infertility

Services for the diagnosis of Infertility are only covered in limited circumstances, including fulguration of ova ducts, hysteroscopy, hysterosalpingogram, certain laboratory tests, diagnostic laparoscopy, and some imaging studies. For a full list of Covered Infertility Services, please contact SelectHealth.

8.2.9 Major Surgery

8.2.10 Mastectomy/Reconstructive Services

In accordance with the Women's Health and Cancer Rights Act (WHCRA), SelectHealth covers mastectomies and reconstructive surgery after a mastectomy. If you are receiving Benefits in connection with a mastectomy, coverage for reconstructive surgery, including modifications or revisions, will be provided according to SelectHealth's Healthcare Management Program criteria and in a manner determined in consultation with you and the attending Physician, for:

a. All stages of reconstruction on the breast on which the mastectomy was performed;

b. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and

c. Prostheses and treatment of physical complications of the mastectomy, including lymphedema.

Prophylactic mastectomies are covered in limited circumstances in accordance with SelectHealth's medical policy.

Benefits are subject to the same Deductibles, Copays, and Coinsurance amounts applicable to other medical and surgical procedures covered by the Plan.

8.2.11 Medical/Surgical

In an inpatient, outpatient, or Ambulatory Surgical Facility.

8.2.12 Maternity Services

Prenatal care, labor and delivery, and postnatal care, including complications of delivery. Newborns are subject to their own separate cost sharing, including Deductibles, Coinsurance, Copays, and Out-of-Pockets Maximums.

8.2.13 Office Visits

For consultation, diagnosis, and treatment.

8.2.14 Preventive Services

8.2.15 Sleep Studies

Only when provided by:

a. A board-certified sleep specialist or at a Participating Facility certified as a sleep center/lab by the American Board of Sleep Medicine; or

b. A board-certified sleep specialist in your home and you or your Dependent is 18 or older.

8.2.16 Sterilization Procedures

8.3 Miscellaneous Services

8.3.1 Adoption Indemnity Benefit

SelectHealth provides an adoption indemnity Benefit to the extent required by Utah law. In order to receive this Benefit, the child must be placed with you for adoption within 90 days of the child's birth and the adoption must be finalized within one year of the child's birth. You must submit a claim for the Benefit within one year from the date of placement.

If you adopt more than one child from the same birth (e.g., twins), only one adoption indemnity Benefit applies. If you and/or your spouse are covered by multiple plans, SelectHealth will cover a prorated share of the adoption indemnity Benefit.

This Benefit is subject to Coinsurance, Copays, and Deductibles applicable to the maternity Benefit as indicated in your Member Payment Summary.

8.3.2 Allergy Tests, Treatment, or Serum

Must be received from a board certified allergist, immunologist, or otolaryngologist. Oral food challenge testing only when administered by a Provider who is board certified in allergy/immunology.

8.3.3 Ambulance/Transportation Services

Transport by a licensed service to the nearest Facility expected to have appropriate Services for the treatment of your condition. Only for Emergency Conditions and not when you could safely be transported by other means. Air ambulance transportation only when ground ambulance is either not available or, in the opinion of responding medical professionals, would cause an unreasonable risk of harm because of increased travel time. Transportation services in nonemergency situations must be approved in advance by SelectHealth.

8.3.4 Approved Clinical Trials

Services for an Approved Clinical Trial only to the extent required by federal or state law and to the extent required by federal or state law and only when the Member is:

a. Eligible to participate in the trial according to the trial protocol;

b. The treatment is for cancer or another life-threatening disease (any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted); and

c. Either:

   i. The referring health care professional is a Participating Provider and has concluded that the Member's participation in such trial would be appropriate; or

   ii. The Subscriber or Member provides medical and scientific information establishing that the Member's participation in such trial would be appropriate.

8.3.5 Autism Spectrum Disorder

For children ages two through nine, coverage is limited to the following:

a. Evaluation, management, and assessment Services that are necessary to determine whether a Member has an autism spectrum diagnosis performed by;

   i. A board certified physician in psychiatry, neurology, or pediatrics and has experience diagnosing autism spectrum disorder, or

   ii. A licensed psychologist with experience diagnosing autism spectrum disorder;

b. Behavior training, management, and applied behavior analysis Services by certified therapists; and

c. Habilitative and rehabilitative Services, including occupational, physical, or speech therapy (both habilitative and rehabilitative Services are subject to the annual visit limit specified for Outpatient Rehab Therapy Services on your Member Payment Summary).

8.3.6 Chemotherapy, Radiation Therapy, and Dialysis

8.3.7 Cochlear Implants

For prelingual deafness in children or postlingual deafness in adults in limited circumstances that satisfy SelectHealth criteria. Must be Preauthorized.

8.3.8 Durable Medical Equipment (DME)

Only:

a. When used in conjunction with an otherwise covered condition and when:

   i. Prescribed by a Provider;

   ii. Primarily used for medical purposes and not for convenience, personal comfort, or other nontherapeutic purposes;

   iii. Required for Activities of Daily Living;

   iv. Not for duplication or replacement of lost, damaged, or stolen items; and

   v. Not attached to a home or vehicle.

b. Batteries only when used to power a wheelchair or an insulin pump for treatment of diabetes.

c. Continuous passive motion therapy for any indication for up to 21 days of continuous coverage from the first day applied.

SelectHealth will not provide payment for rental costs exceeding the purchase price. For covered rental DME that is subsequently purchased, cumulative rental costs are deducted from the purchase price.

8.3.9 Home Healthcare

a. When you:

   i. Have a condition that requires the services of a licensed Provider;

   ii. Are home bound for medical reasons;

   iii. Are physically unable to obtain necessary medical care on an outpatient basis; and

   iv. Are under the care of a Physician.

b. In order to be considered home bound, you must either:

   i. Have a medical condition that restricts your ability to leave the home without the assistance of another individual or supportive device or because absences from the home are medically contraindicated; or

   ii. Leave the home only to receive medical treatment that cannot be provided in your home or other treatments that require equipment that cannot be made available in your home or infrequently and for short periods of time for nonmedical purposes.

You are not considered home bound if you leave the home regularly for social activities, drive a car, or do regular grocery or other shopping, work or business.

8.3.10 Hospice Care

8.3.11 Injectable Drugs and Specialty Medications

Up to a 30-day supply, though exceptions can be made for travel purposes. In general, your Provider will coordinate the process for obtaining these drugs. Injectable drugs and specialty medications must be provided by a Participating Provider unless otherwise approved in writing in advance by SelectHealth. Some Injectable Drugs and Specialty Medications may only be obtained from certain drug distributors. Call Member Services to determine if this is the case and to obtain information on participating drug vendors.

8.3.12 Miscellaneous Medical Supplies (MMS)

Only when prescribed by a Provider and not generally usable in the absence of an illness or injury. Only 90 days of diabetic supplies may be purchased at a time.

8.3.13 Neuropsychological Testing (Medical)

As a medical Benefit, only as follows:

a. Testing performed as part of the preoperative evaluation for patients undergoing:

   i. Seizure surgery;

   ii. Solid organ transplantation; or

   iii. Central nervous system malignancy.

b. Patients being evaluated for dementia/Alzheimer's disease;

c. Patients with Parkinson's Disease;

d. Stroke patients undergoing formal rehabilitation; and

e. Post-traumatic-brain-injury patients.

All other conditions are considered under the mental health Benefit, if applicable.

8.3.14 Organ Transplants

a. Only if:

i. Preauthorized in advance by SelectHealth; and

ii. Provided by Participating Providers in a Participating Facility unless otherwise approved in writing in advance by SelectHealth.

b. And only the following:

i. Bone marrow as outlined in SelectHealth criteria;

ii. Combined heart/lung;

iii. Combined pancreas/kidney;

iv. Cornea;

v. Heart;

vi. Kidney (but only to the extent not covered by any government program);

vii. Liver;

viii. Pancreas after kidney; and

ix. Single or double lung.

For covered transplants, organ harvesting from donors is covered. Services for both the donor and the recipient are only covered under the recipient's coverage.

Costs of a chartered service if transportation to a transplant site cannot be accomplished within four hours by commercial carrier.

8.3.15 Orthotics and Other Corrective Appliances for the Foot

Not covered unless they are part of a lower foot brace, and they are prescribed as part of a specific treatment associated with recent, related surgery.

8.3.16 Osteoporosis Screening

Only central bone density testing (DEXA scan).

8.3.17 Palliative Care

Only Hospice Care.

8.3.18 Private Duty Nursing

On a short-term, outpatient basis during a transition of care when ordered by a Provider. Not available for Respite Care or Custodial Care.

8.3.19 Rehabilitation Therapy

Physical, occupational, and speech rehabilitative therapy when required to correct an impairment caused by a covered accident or illness or to restore an individual's ability to perform Activities of Daily Living.

8.3.20 Temporomandibular Joint (TMJ)

8.3.21 Vision Aids

Only:

a. Contacts if diagnosed with keratoconus, congenital cataracts, or when used as a bandage after eye trauma/injury; or

b. Monofocal intraocular lenses after cataract surgery.

8.4 Prescription Drug Services

Refer to Section 9 Prescription Drug Benefits for details.

SECTION 9 PRESCRIPTION DRUG BENEFITS

This section includes important information about how to use your Prescription Drug Benefits. Note: this section does not apply to you if your Member Payment Summary indicates that your Plan does not provide Prescription Drug Benefits.

9.1 Prescription Drug Benefit Resources

In addition to this Certificate, you can find additional information about your Pharmacy Benefits by doing any of the following:

a. Log in to My Health at selecthealth.org/myhealth and use Pharmacy Tools;

b. Visit selecthealth.org/pharmacy;

c. Refer to your Provider & Facility Directory; or

d. Call Member Services at 800-538-5038.

9.2 Use Participating Pharmacies

To get the most from your Prescription Drug Benefits, use a Participating Pharmacy and present your ID card when filling a prescription. SelectHealth contracts with pharmacy chains on a national basis and with independent pharmacies in Utah.

If you use a Nonparticipating Pharmacy, you must pay full price for the drug and submit to SelectHealth a Prescription Reimbursement Form with your itemized pharmacy receipt. If the drug is covered, you will be reimbursed the Allowed Amount minus your Copay/Coinsurance and/or Deductible.

9.3 Tiered Benefits

There are tiers (or levels) of covered prescriptions listed on your ID card and Member Payment Summary. This tiered Benefit allows you to choose the drugs that best meet your medical needs while encouraging you and your Provider to discuss treatment options and choose lower-tier drugs when therapeutically appropriate.

Drugs on each tier are selected by an expert panel of Physicians and pharmacists and may change periodically. To determine which tier a drug is assigned to, call Member Services or log in to My Health.

9.4 Filling Your Prescription

9.4.1 Copay/Coinsurance

You generally will be charged one Copay/Coinsurance per covered prescription up to a 30-day supply at a retail pharmacy. If your Provider prescribes a dose of a medication that is not available, you will be charged a Copay for each strength of the medication.

9.4.2 Quantity and Day Supply

Prescriptions are subject to SelectHealth quantity and day-supply Limitations that have been defined based upon FDA guidance or evidence-based literature. The most current information can be found by logging in to My Health.

9.4.3 Refills

Refills are allowed after 80 percent of the last refill has been used for a 30-day supply, and 50 percent for a 10-day supply. Some exceptions may apply; call Pharmacy Services for more information.

9.5 Generic Drug Substitution Required

Your Member Payment Summary will indicate if generic substitution is required. When generic substitution is required, if you purchase a brand-name drug instead of a Generic Drug, then you must pay the difference between the Allowed Amount for the Generic Drug and the Allowed Amount for the brand-name drug, plus your Copay/Coinsurance or Deductible. The difference in cost between the Generic Drug and brand-name drug will not apply to your pharmacy Deductible or Out-of-Pocket Maximum. Based upon clinical circumstances determined by the SelectHealth Pharmacy and Therapeutics Committee, some Prescription Drugs are excluded from this requirement.

9.6 Maintenance Drugs

SelectHealth offers a maintenance drug Benefit, allowing you to obtain a 90-day supply of certain drugs. This Benefit is available for maintenance drugs if you:

a. Have been using the drug for at least one month;

b. Expect to continue using the drug for the next year; and

c. Have filled the drug at least once within the past six months.

Maintenance drugs are identified by the letter (M) on the Prescription Drug List. You have two options when filling prescriptions under the maintenance drug Benefit: (1) Retail90SM, which is available at certain retail pharmacies; and (2) mail order. Please refer to your Member Payment Summary or contact Member Services to verify if the 90-day maintenance drug Benefit is available on your Plan.

9.7 Preauthorization of Prescription Drugs

There are certain drugs that require Preauthorization by your Provider to be covered by SelectHealth. Prescription drugs that require Preauthorization are identified on the Prescription Drug List. The letters (PA) appear next to each drug that requires Preauthorization. Preauthorization is also required if the drug is prescribed in excess of the Plan limits (quantity, duration of use, maximum dose, etc.). The most current information can be found at the SelectHealth website.

To obtain Preauthorization for these drugs, please have your Provider call SelectHealth Pharmacy Services at 800-442-3129.

If your Provider prescribes a drug that requires Preauthorization, you should verify that Preauthorization has been obtained before purchasing the medication. You may still buy these drugs if they are not Preauthorized, but they will not be covered and you will have to pay the full price.

9.8 Step Therapy

Certain drugs require your Provider to first prescribe an alternative drug preferred by SelectHealth. The alternative drug is generally a more cost-effective therapy that does not compromise clinical quality. If your Provider feels that the alternative drug does not meet your needs, SelectHealth may cover the drug without step therapy if SelectHealth determines it is Medically Necessary.

Prescription drugs that require step therapy are identified on the Prescription Drug List at the end of this section. The letters (ST) appear next to each drug that requires step therapy.

9.9 Coordination of Benefits (COB)

If you have other health insurance that is your primary coverage, claims must be submitted first to your primary insurance carrier before being submitted to SelectHealth. In some circumstances, your secondary policy may pay a portion of your out-of-pocket expense. When you mail a secondary claim to SelectHealth, you must include a Prescription Reimbursement Form and the pharmacy receipt in order for SelectHealth to process your claim. In some circumstances, an Explanation of Benefits (EOB) from your primary carrier may also be required.

9.10 Inappropriate Prescription Practices

In the interest of safety for our Members, SelectHealth reserves the right to not cover certain prescription drugs.

a. These drugs include:
   i. Narcotic analgesics;
   ii. Other addictive or potentially addictive drugs; and
   iii. Drugs prescribed in quantities, dosages, or usages that are outside the usual standard of care for the medication in question.

b. These drugs are not covered when they are prescribed:
   i. Outside the usual standard of care for the practitioner prescribing the drug;
   ii. In a manner inconsistent with accepted medical practice; or
   iii. For indications that are Experimental and/or Investigational.

This exclusion is subject to review by the SelectHealth Drug Utilization Panel and certification by a practicing clinician who is familiar with the drug and its appropriate use.

9.11 Prescription Drug Benefit Abuse

SelectHealth may limit the availability and filling of any Prescription Drug that is susceptible to abuse. SelectHealth may require you to:

a. Obtain prescriptions in limited dosages and supplies;

b. Obtain prescriptions only from a specified Provider;

c. Fill your prescriptions at a specified pharmacy;

d. Participate in specified treatment for any underlying medical problem (such as a pain management program);

e. Complete a drug treatment program; or

f. Adhere to any other specified limitation or program designed to reduce or eliminate drug abuse or dependence.

If you seek to obtain drugs in amounts in excess of what is Medically Necessary, such as making repeated emergency room/urgent care visits to obtain drugs, SelectHealth may deny coverage of any medication susceptible of abuse.

SelectHealth may terminate you from coverage if you make an intentional misrepresentation of material fact in connection with obtaining or attempting to obtain drugs, such as by intentionally misrepresenting your condition, other medications, healthcare encounters, or other medically relevant information. At the discretion of SelectHealth, you may be permitted to retain your coverage if you comply with specified conditions.

9.12 Pharmacy Injectable Drugs and Specialty Medications

Injectable drugs and specialty medications must be provided by a Participating Provider unless otherwise approved in writing in advance by SelectHealth. Most drugs received in a Provider's office or Facility are covered by your medical Benefits. For more specific information, please contact Member Services.

9.13 Prescription Drug List (PDL)

The PDL is a list containing the most commonly prescribed drugs in their most common strengths and formulations. It is not a complete list of all drugs covered by your Formulary. Drugs not included on the PDL may be covered at reduced benefits, or not covered at all, by your Plan. Refer to Appendix A Prescription Drug List for the PDL.

9.14 Exceptions Process

If your Provider believes that you require a certain drug that is not on your Formulary, normally requires step therapy, or exceeds a Quantity Limit, he or she may request an exception through the Preauthorization process.

9.15 Prescriptions Dispensed in a Provider's Office

Prescriptions dispensed in a Provider's office are not covered unless expressly approved by SelectHealth.

9.16 Disclaimer

SelectHealth refers to many of the drugs in this Certificate by their respective trademarks. SelectHealth does not own these trademarks. The manufacturer or supplier of each drug owns the drug's trademark. By listing these drugs, SelectHealth does not endorse or sponsor any drug, manufacturer, or supplier. Conversely, these manufacturers and suppliers do not endorse or sponsor any SelectHealth service or Plan, nor are they affiliated with SelectHealth.

SECTION 10 LIMITATIONS AND EXCLUSIONS

Unless otherwise noted in your Member Payment Summary or Appendix B Optional Benefits, the following Limitations and Exclusions apply.

10.1 Abortions/Termination of Pregnancy

Abortions are not covered except:

a. When determined by SelectHealth to be Medically Necessary to save the life of the mother; or

b. Where the pregnancy was caused by a rape or incest if evidence of the rape or incest is presented either from medical records or through the review of a police report or the filing of charges that a crime has been committed.

Medical complications resulting from an abortion are covered. Treatment of a miscarriage/spontaneous abortion (occurring from natural causes) is covered.

10.2 Acupuncture/Acupressure

Acupuncture and acupressure Services are not covered.

10.3 Administrative Services/Charges

Services obtained for administrative purposes are not covered. Such administrative purposes include Services obtained for or pursuant to legal proceedings, court orders, employment, continuing or obtaining insurance coverage, governmental licensure, home health recertification, travel, military service, school, or institutional requirements.

Provider and Facility charges for completing insurance forms, duplication services, interest (except where required by Utah Administration Code R590-192), finance charges, late fees, shipping and handling, missed appointments, and other administrative charges are not covered.

10.4 Allergy Tests/Treatments

a. The following allergy tests are not covered:

i. Cytotoxic Test (Bryan's Test);

ii. Leukocyte Histamine Release Test;

iii. Mediator Release Test (MRT);

iv. Passive Cutaneous Transfer Test (P-K Test);

v. Provocative Conjunctival Test;

vi. Provocative Nasal Test;

vii. Rebuck Skin Window Test;

viii. Rinkel Test;

ix. Subcutaneous Provocative Food and Chemical Test; and

x. Sublingual Provocative Food and Chemical Test.

b. The following allergy treatments are not covered:

i. Allergoids;

ii. Autogenous urine immunization;

iii. LEAP therapy;

iv. Medical devices (filtering air cleaner, electrostatic air cleaner, air conditioners etc.);

v. Neutralization therapy;

vi. Photo-inactivated extracts; and

vii. Polymerized extracts.

10.5 Anesthesia

General anesthesia rendered in a Provider’s office is not covered.

10.6 Attention-Deficit/Hyperactivity Disorder

Cognitive or behavioral therapies for the treatment of these disorders are not covered.

10.7 Bariatric Surgery

Surgery to facilitate weight loss is not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Bariatric Surgery Optional Benefit.

10.8 Biofeedback/Neurofeedback

Biofeedback/neurofeedback is not covered.

10.9 Birthing Centers and Home Childbirth

Childbirth in any place other than a Hospital is not covered. This includes all Provider and/or Facility charges related to the delivery.

10.10 Certain Cancer Therapies

Neutron beam therapy is not covered.

Proton beam therapy is not covered except in the following limited circumstances:

a. Chordomas or chondrosarcomas arising at the base of the skull or along the axial skeleton without distant metastases;

b. Other central nervous system tumors located near vital structures;

c. Pituitary neoplasms;

d. Uveal melanomas confined to the globe (not distant metastases); or

e. In accordance with SelectHealth medical policy.

Proton beam therapy is not covered for treatment of prostate cancer.

10.11 Certain Illegal Activities

The following are not covered:

a. Services are not covered for an illness, condition, accident, or injury arising from you or your Dependent:

i. Voluntarily participating in the commission of a felony;

ii. Voluntarily participating in disorderly conduct, riot, or other breach of the peace;

iii. Engaging in any conduct involving the illegal use or misuse of a firearm or other deadly weapon;

iv. Driving or otherwise being in physical control of a car, truck, motorcycle, scooter, off-road vehicle, boat, or other motor-driven vehicle where either:

1) A subsequent test shows that you or your Dependent has either a blood or breath alcohol concentration of.08 grams or greater at the time of the test; or

2) You or your Dependent has any illegal drug or other illegal substance in you or your Dependent's body to a degree that it affected you or your Dependent's ability to drive or operate the vehicle safely.

b. Driving or otherwise being in physical control of a car, truck, motorcycle, scooter, off-road vehicle, boat, or other motor-driven vehicle either without a valid driver's permit or license, if required under the circumstances or without the permission of the owner of the vehicle.

The presence of drugs or alcohol may be determined by tests performed by or for law enforcement, tests performed during diagnosis or treatment, or by other reliable means.

10.12 Chiropractic Services

Chiropractic Services are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Chiropractic Optional Benefit.

10.13 Claims After One Year

Claims are denied if submitted more than one year after the Services were provided unless notice was given or proof of loss was filed as soon as reasonably possible. Adjustments or corrections to claims can be made only if the supporting information is submitted within one year after the claim was first processed by SelectHealth unless the additional information relating to the claim was filed as soon as reasonably possible.

When SelectHealth is the secondary payer, coordination of benefits (COB) will be performed only if the supporting information is submitted to SelectHealth within one year after the claim was processed by the primary plan unless the information was provided as soon as reasonably possible.

10.14 Complementary and Alternative Medicine (CAM)

Complementary, alternative and nontraditional Services are not covered. Such Services include botanicals, homeopathy, homeopathic drugs, certain bioidentical hormones, massage therapies, aromatherapies, yoga, hypnosis, rolfing, and thermography.

10.15 Complications

All Services provided or ordered to treat complications of a non-Covered Service are not covered unless they arise one year or more after the date on which the non-Covered Service is performed.

10.16 Custodial Care

Custodial Care is not covered.

10.17 Debarred Providers

Services from Providers debarred by any state or federal health care program are not covered.

10.18 Dental Anesthesia

Services including local, regional, general, and/or intravenous sedation anesthesia, are not covered except for at Participating Facilities when members meet the following criteria:

a. You or your Dependent is developmentally delayed, regardless of chronological age;

b. You or your Dependent , regardless of age, has a congenital cardiac or neurological condition and documentation is provided that the dental anesthesia is needed to closely monitor the condition; or

c. You or your Dependent is younger than five years of age and:

   i. The proposed dental work involves three or more teeth;

   ii. The diagnosis is nursing bottle-mouth syndrome or extreme enamel hypoplasia; and

   iii. The proposed procedures are restoration or extraction for rampant decay.

10.19 Dry Needling

Dry needling procedures are not covered.

10.20 Duplication of Coverage

The following are not covered:

a. Services that are covered by, or would have been covered if you or your Dependents had enrolled and maintained coverage in automobile insurance, including no-fault type coverage up to the minimum amount required by law. In the event of a claim, you should provide a copy of the Personal Injury Protection (PIP) documentation from the automobile insurance carrier.

b. Services that are covered by, or would have been covered if your employer had enrolled and maintained coverage in, Workers' Compensation insurance.

c. Services for which you have obtained a payment, settlement, judgment, or other recovery for future payment intended as compensation.

d. Services received by you or one of your Dependents while incarcerated in a prison, jail, or other correctional facility at the time Services are provided, including care provided outside of a correctional facility to a person who has been arrested or is under a court order of incarceration.

10.21 Exercise Equipment or Fitness Training

Fitness training, conditioning, exercise equipment, hot tubs, and membership fees to a spa or health club are not covered.

10.22 Experimental and/or Investigational Services

Except for Approved Clinical Trials, Experimental and/or Investigational Services are not covered.

10.23 Eye Surgery, Refractive

Radial keratotomy, LASIK, or other eye surgeries performed primarily to correct refractive errors are not covered.

10.24 Food Supplements

Except for Dietary Products, as described in Section 8 Covered Services, food supplements and substitutes are not covered.

10.25 Gender Reassignment Treatment and Surgery

Services, treatment, surgery, or counseling for gender dysphoria, including gender reassignment, are not covered.

10.26 Gene Therapy

Gene therapy or gene-based therapies are not covered.

10.27 Habilitation Therapy Services

Except Services for autism spectrum disorder as described in Section 8 Covered Services, Services designed to create or establish function that was not previously present are not covered.

10.28 Hearing Aids

Except for cochlear implants, as described in Section 8 Covered Services, the purchase, fitting, or ongoing evaluation of hearing aids, appliances, auditory brain implants, bone-anchored hearing aids, or any other procedure or device intended to establish or improve hearing or sound recognition is not covered.

10.29 Home Health Aides

Services provided by a home health aide are not covered.

10.30 Immunizations

The following immunizations are not covered: anthrax, BCG (tuberculosis), cholera, plague, typhoid, and yellow fever.

10.31 Mental Health

Inpatient and outpatient mental health and chemical dependency Services are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Mental Health/Chemical Dependency Optional Benefit.

10.32 Methadone Therapy

Methadone maintenance/therapy clinics or Services are not covered.

10.33 Non-Covered Service in Conjunction with a Covered Service

When a non-Covered Service is performed as part of the same operation or process as a Covered Service, only charges relating to the Covered Service will be considered. Allowed Amounts may be calculated and fairly apportioned to exclude any charges related to the non-Covered Service.

10.34 Pain Management Services

The following Services are not covered:

a. Prolotherapy;

b. Radiofrequency ablation of dorsal root ganglion; and

c. IV pamidronate therapy for the treatment of reflex sympathetic dystrophy.

10.35 Pervasive Developmental Disorder

Except Services for autism spectrum disorder as described in Section 8 Covered Services, for Pervasive Developmental Disorder are not covered.

10.36 Prescription Drugs/Injectable Drugs and Specialty Medications

The following are not covered:

a. Appetite suppressants and weight loss drugs;

b. Certain drugs with a therapeutic over-the-counter (OTC) equivalent;

c. Certain off-label drug usage, unless the use has been approved by a SelectHealth Medical Director or clinical pharmacist;

d. Compound drugs when alternative products are available commercially;

e. Cosmetic health and beauty aids;

f. Drugs not on your Formulary;

g. Drugs purchased from Nonparticipating Providers over the Internet;

h. Drugs purchased through a foreign pharmacy. However, please call Member Services if you have a special need for medications from a foreign pharmacy (for example, for an emergency while traveling out of the country);

i. Flu symptom drugs except when approved by an expert panel of Physicians and SelectHealth;

j. Human growth hormone for the treatment of idiopathic short stature;

k. Infertility drugs;

l. Medical foods;

m. Drugs not meeting the minimum levels of evidence based upon one or more of the following:

   i. Food and Drug Administration (FDA) approval;

   ii. The drug has no active ingredient and/or clinically relevant studies as determined by the SelectHealth Pharmacy & Therapeutics Committee;

   iii. DrugDex;

   iv. National Comprehensive Cancer Network (NCCN); or

   v. As defined within SelectHealth's Preauthorization criteria or medical policy.

n. Drugs used for infertility purposes;

o. Minerals, fluoride, and vitamins other than prenatal or when determined to be Medically Necessary to treat a specifically diagnosed disease;

p. New drugs approved by the FDA after May 1, 2013 unless approved for coverage by SelectHealth;

q. Nicotine and smoking cessation drugs, except in conjunction with a SelectHealth-sponsored smoking cessation program;

r. Non-Sedating Antihistamines;

s. Over-the-counter (OTC) drugs, except as required by the Patient Protection and Affordable Care Act (ACA), or when all of the following conditions are met:

i. The OTC drug is listed on a SelectHealth Formulary as a covered drug;

ii. The SelectHealth Pharmacy & Therapeutics Committee has approved the OTC medication as a medically appropriate substitution of a Prescription Drug; and

iii. You or your Dependent has obtained a prescription for the OTC drug from a licensed Provider and filled the prescription at a Participating Pharmacy.

t. Pharmaceuticals approved by the Food and Drug Administration as a medical device;

u. Prescription Drugs used for cosmetic purposes;

v. Prescription drugs used to inhibit and/or suppress drowsiness, sleepiness, tiredness, or exhaustion, unless preauthorized by the Plan;

w. Prescriptions written by a licensed dentist, except for the prevention of infection or pain in conjunction with a dental procedure;

x. Raw powders or chemical ingredients are not covered unless specifically approved by SelectHealth or submitted as part of a compounded prescription;

y. Replacement of lost, stolen, or damaged drugs;

z. Sexual dysfunction drugs. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Sexual Dysfunction Optional Benefit; and

aa. Travel-related medications, including preventive medication for the purpose of travel to other countries. See Immunizations in Section 10 Limitations and Exclusions.

10.37 Reconstructive, Corrective, and Cosmetic Services

a. Services provided for the following reasons are not covered:

i. To improve form or appearance;

ii. To correct a deformity, whether congenital or acquired, without restoring physical function;

iii. To cope with psychological factors such as poor self-image or difficult social relations;

iv. As the result of an accident unless the Service is reconstructive and rendered within five years of the cause or onset of the injury, illness, or therapeutic intervention, or a planned, staged series of Services (as specifically documented in the Member's medical record) is initiated within the five-year period; or

v. To revise a scar, whether acquired through injury or surgery, except when the primary purpose is to improve or correct a functional impairment.

b. The following procedures and the treatment for the following conditions are not covered, except as indicated:

i. Congenital cleft lip except for treatment rendered within 12 months of birth, or a planned, staged series of Services (as specifically documented in you or your Dependent's medical record) is initiated, or when congenital cleft lip surgery is performed as part of a cleft palate repair; or

ii. Treatment for venous telangiectasias (spider veins).

10.38 Rehabilitation Therapy Services

The following are not covered:

a. Services for functional nervous disorders;

b. Speech therapy for developmental speech delay; and

c. Vision rehabilitation therapy Services.

10.39 Related Provider Services

Services provided to you or your Dependent by a Provider who ordinarily resides in the same household as are not covered.

10.40 Respite Care

Respite Care is not covered.

10.41 Robot-Assisted Surgery

Robot-assisted surgery is limited to the procedures set forth in SelectHealth medical criteria. Direct costs for the use of the robot are not covered.

10.42 Sexual Dysfunction

Services related to sexual dysfunction are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Sexual Dysfunction Optional Benefit.

10.43 Specialty Services

Coverage for specific specialty Services may be restricted to only those Providers who are board certified or have other formal training that is considered necessary to perform those Services.

10.44 Specific Services

The following Services are not covered:

a. Anodyne infrared device for any indication;

b. Auditory brain implantation;

c. Automated home blood pressure monitoring equipment;

d. Chronic intermittent insulin IV therapy/metabolic activation therapy;

e. Coblation therapy of the soft tissues of the mouth, nose, throat, or tongue;

f. Computer-assisted interpretation of X-rays (except mammograms);

g. Computer-assisted navigation for orthopedic procedures;

h. Cryoablation therapy for plantar fasciitis and Morton's neuroma;

i. Extracorporeal shock wave therapy for musculoskeletal indications;

j. Freestanding/home cervical traction;

k. Home anticoagulation or hemoglobin A1C testing;

l. Infrared light coagulation for the treatment of hemorrhoids;

m. Interferential/neuromuscular stimulators;

n. Intimal Media Thickness (IMT) testing to assess risk of coronary disease;

o. Magnetic Source Imaging (MSI);

p. Manipulation under anesthesia for treatment of back and pelvic pain;

q. Mole mapping;

r. Nonsurgical spinal decompression therapy (e.g., VAX-D or DRS therapy);

s. Nucleoplasty or other forms of percutaneous disc decompression;

t. Oncofertility;

u. Pediatric/infant scales;

v. Peripheral nerve stimulation for occipital neuralgia and chronic headaches;

w. Platelet Rich Plasma or other blood derived therapies for orthopedic procedures;

x. Pressure Specified Sensory Device (PSSD) for neuropathy testing;

y. Prolotherapy;

z. Radiofrequency ablation for lateral epicondylitis;

aa. Radiofrequency ablation of the dorsal root ganglion;

bb. Secretin infusion therapy for the treatment of autism;

cc. Virtual colonoscopy as a screening for colon cancer; and

dd. Whole body scanning.

10.45 Telephone/E-mail Consultations

Except for certain TeleHealth services from approved Providers, charges for Provider telephone, e-mail, or other electronic consultations are not covered.

10.46 Terrorism or Nuclear Release

Services for an illness, injury, or connected disability are not covered when caused by or arising out of an act of international or domestic terrorism, as defined by United States Code, Title 18, Section 2331, or from an accidental, negligent, or intentional release of nuclear material or nuclear byproduct material as defined by United States Code, Title 18, Section 831.

10.47 Travel-related Expenses

Costs associated with travel to a local or distant medical provider, including accommodation and meal costs, are not covered.

10.48 War

Services for an illness, injury, or connected disability are not covered when caused by or arising out of a war or an act of war (whether or not declared) or service in the armed services of any country.

SECTION 11 HEALTHCARE MANAGEMENT

SelectHealth works to manage costs while protecting the quality of care. The Healthcare Management Program reviews three aspects of medical care: appropriateness of the care setting, Medical Necessity, and appropriateness of Hospital lengths of stay. You benefit from this process because it reduces unnecessary medical expenses, enabling SelectHealth to maintain reasonable Premium rates. The Healthcare Management process takes several forms.

11.1 Preauthorization

Preauthorization is prior approval from SelectHealth for certain Services and is considered a Preservice Claim (refer to Section 12 Claims and Appeals). Preauthorization is not required when SelectHealth is your secondary plan. However, it is required for injectable drugs and inpatient services when Medicare is your primary insurance. Obtaining Preauthorization does not guarantee coverage. Your Benefits for the Preauthorized Services are subject to the Eligibility requirements, Limitations, Exclusions and all other provisions of the Plan.

11.1.1 Services Requiring Preauthorization

Preauthorization is required for the following major Services:

a. All admissions to facilities, including rehabilitation, transitional care, skilled nursing, and all hospitalizations that are not for Urgent or Emergency Conditions;

b. All nonroutine obstetrics admissions, maternity stays longer than two days for a normal delivery or longer than four days for a cesarean section, and deliveries outside of the Service Area;

c. Home Healthcare, Hospice Care, and Private Duty Nursing;

d. Pain management/pain clinic Services;

e. Selected Prescription Drugs (Refer to the Prescription Drug List in Appendix A Prescription Drug Benefits);

f. All Services obtained outside of the United States unless a routine, Urgent or Emergency Condition;

g. Certain genetic testing;

h. The following Durable Medical Equipment:

   i. Insulin pumps and continuous glucose monitors;

   ii. Prosthetics (except eye prosthetics);

   iii. Negative pressure wound therapy electrical pump (wound vac);

   iv. Motorized or customized wheelchairs; and

v. DME with a purchase price over $5,000;

i. The following medications (This list changes periodically. For the most current list, please visit selecthealth.org/pharmacy or call Pharmacy Services):

Abraxane
Absorica
Abstral
Actemra
Acthar
Actimmune
Actiq
Adcetris
Adcirca
Adempas
Adoxa
Afinitor
Alimta
Ampyra
Androderm
Arcalyst
Arzerra
Aubagio
Avastin
Axiron
Banzel
Benlysta
Berinert
Bexxar
Betaseron
Boniva (injectable)
Bosulif
Botox
Brisdelle
Caprelsa
Cayston
Cerezyme
Cialis
Cimzia
Cinryze
Cometriq
Cystaran
Diclegis
Dificid
Doryx
Dysport
Egrifta
Elelyso
Enbrel
Epaned
Erbitux
Erivedge
Erwinaze
Eylea
Extavia
Fentanyl Lozenges
Fentora
Firazyr
Flolan
Folotyn
Forteo
Fortesta
Gazyva
Gel-One
Genotropin
Gilenya
Gilotrif
Gleevec
Halaven
Hemophilia Factors
Humatrope
Humira
Hyalgan
Iclusig
Ilaris
Imbruvica
Incivek
Increlex
Inlyta
Intravenous Immunoglobulin (IVIG)
Istodax
Ixempra
Jakafi
Jetrea
Jevtana
Juxtapid
Kadcyla
Kalbitor
Kalydeco
Kineret
Korlym
Krystexxa
Kynamro
Kyprolis
Lazanda
Letairis
Lucentis
Macugen
Makena
Marqibo
Mekinist
MyoBloc
Nexavar
Norditropin

Novarel
NPlate
Nuedexta
Nulojix
Nutropin
Nuvigil
Olysio
Omnitrope
Onfi
Onmel
Opsumit
Oracea
Orencia
Orthovisc
Ovidrel
Ozurdex
Pegasys
PEG-Intron
Perjeta
Pomalyst
Pregnyl
Prialt
Procysbi
Prolia
Promacta
Protropin
Provenge
Provigil
Qutenza
Ravicti
Relistor
Remicade
Remodulin
Revatio
Revlimid
Sabril
Samsca
Saizen
Serostim
Signifor
Simponi
Sirturo
Solesta
Soliris
Solodyn
Somatuline
Somavert
Sovaldi
Sprycel
Stelara
Stivarga
Striant
Subsys
Sucraid
Supartz
Sutent
Sylatron
Synagis
Synribo
Tafinlar
Tarceva
Tasigna
Testim
Tev-Tropin
Thalomid
Tobi
Torisel
Tracleer
Treanda
Trokendi XR
Tykerb
Tysabri
Tyvaso
Valchlor
Varizig
Vecamyl
Vectibix
Velcade
Ventavis
Versacloz
Victrelis
Votrient
VPRIV
Xalkori
Xeljanz
Xenazine
Xeomin
Xgeva
Xiaflex
Xifaxan
Xofigo
Xolair
Xtandi
Xyrem
Yervoy
Zaltrap
Zelboraf
Zevalin
Zolinza
Zorbtive
Zytiga

11.1.2 Who is responsible for obtaining Preauthorization

Participating Providers and Facilities are responsible for obtaining Preauthorization on your behalf; however, you should verify that they have obtained Preauthorization prior to receiving Services.

You are responsible for obtaining Preauthorization when using a Nonparticipating Provider or Facility, or when obtaining cochlear implants or organ transplants.

11.1.3 How to request Preauthorization

If you need to request Preauthorization, call Member Services at 800-538-5038.

You should call SelectHealth as soon as you know you will be using a Nonparticipating Provider or Facility for any of the Services listed. Preauthorization is valid for up to six months.

11.1.4 Penalties

When you are responsible to Preauthorize, Benefits may be reduced or denied if you do not Preauthorize certain Services. If reduced, the Allowed Amount will be cut by 50 percent and Benefits will apply to what remains according to regular Plan guidelines. You will be responsible for the 50 percent penalty, your Copay, Coinsurance, and Deductible, and you may be responsible for any amount that exceeds the Allowed Amount. Any amount you pay will not apply to the Out-of-Pocket Maximum. Failure to obtain Preauthorization of cochlear implants, organ transplants, or certain prescription drugs will result in the denial of Benefits.

11.1.5 Statement of Rights Under the Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, 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 vaginal delivery or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a Provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

11.2 Case Management

If you have certain serious or chronic conditions (such as spinal cord injuries, diabetes, asthma, or premature births), SelectHealth will work with you and your family, your Provider, and community resources to coordinate a comprehensive plan of care. This integrated approach helps you obtain appropriate care in cost-effective settings and reduces some of the burden that you and your family might otherwise face.

11.3 Benefit Exceptions

On a case-by-case basis, SelectHealth may extend or add Benefits that are not otherwise expressly covered or are limited by the Plan. In making this decision, SelectHealth will consider the medical appropriateness and cost effectiveness of the proposed exception.

When making such exceptions, SelectHealth reserves the right to specify the Providers, Facilities, and circumstances in which the additional care will be provided and to limit payment for additional Services to the amount SelectHealth would have paid had the Service been provided in accordance with the other provisions of the Plan. Benefits paid under this section are subject to all other Member payment obligations of the Plan such as Copays, Coinsurance, and Deductibles.

11.4 Second Opinions/Physical Examinations

After enrollment, SelectHealth has the right to request that you be examined by a mutually agreed upon Provider concerning a claim, a second opinion request, or a request for Preauthorization. SelectHealth will be responsible for paying for any such physical examination.

11.5 Medical Policies

SelectHealth has developed medical policies to serve as guidelines for coverage decisions. These guidelines detail when certain Services are considered Medically Necessary or Experimental and/or Investigational by SelectHealth. Medical policies do not supersede the express provisions of this Certificate. Some Plans may not provide coverage for certain Services discussed in medical policies. Coverage decisions are subject to all terms and conditions of the applicable Plan, including specific Exclusions and Limitations. Because medical policies are based on constantly changing science, they are periodically reviewed and updated by SelectHealth. For questions about the medical policies of SelectHealth, call Member Services at 800-538-5038.

SECTION 12 CLAIMS AND APPEALS

12.1 Administrative Consistency

SelectHealth will follow administrative processes and safeguards designed to ensure and to verify that Benefit claim determinations are made in accordance with the provisions of the Plan and that its provisions have been applied consistently with respect to similarly situated Claimants.

12.2 Claims and Appeals Definitions

This section uses the following additional (capitalized) defined terms:

12.2.1 Adverse Benefit Determination

Any of the following: a Rescission of coverage or a denial, reduction, or termination of a claim for Benefits, or a failure to provide or make payment for such a claim in whole or in part, including determinations related to a Claimant's Eligibility, the application of a review under SelectHealth Healthcare Management Program, and determinations that particular Services are Experimental and/or Investigational or not Medically Necessary or appropriate.

12.2.2 Appeal(s)

Review by SelectHealth of an Adverse Benefit Determination or the negative outcome of a Preservice Inquiry.

12.2.3 Authorized Representative

Someone you have designated to represent you in the claims or Appeals process. To designate an Authorized Representative, you must provide written authorization on a form provided by the Appeals Department or Member Services. However, where an Urgent Preservice Claim is involved, a healthcare professional with knowledge of the medical condition will be permitted to act as your Authorized Representative without a prior written authorization. In this section, the words you and your include your Authorized Representative.

12.2.4 Benefit Determination

The decision by SelectHealth regarding the acceptance or denial of a claim for Benefits.

12.2.5 Claimant

Any Subscriber or Member making a claim for Benefits. Claimants may file claims themselves or may act through an Authorized Representative. In this section, the words you and your are used interchangeably with Claimant.

12.2.6 Concurrent Care Decisions

Decisions by SelectHealth regarding coverage of an ongoing course of treatment that has been approved in advance.

12.2.7 External Review

A review by an outside entity, at no cost to the Member, of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination).

12.2.8 Final Internal Adverse Benefit Determination

An Adverse Benefit Determination that has been upheld by SelectHealth at the completion of the mandatory Appeals process.

12.2.9 Independent Review Organization (IRO)

An entity that conducts independent External Reviews.

12.2.10 Postservice Appeal

A request to change an Adverse Benefit Determination for Services you have already received.

12.2.11 Postservice Claim

Any claim related to Services you have already received.

12.2.12 Preservice Appeal

A request to change an Adverse Benefit Determination on a Preservice Claim.

12.2.13 Preservice Claim

Any claim that requires approval prior to obtaining Services for you to receive full Benefits. For example, a request for Preauthorization under the Healthcare Management program is a Preservice Claim.

12.2.14 Preservice Inquiry

Your verbal or written inquiry to SelectHealth regarding the existence of coverage for proposed Services that do not involve a Preservice Claim, i.e., does not require prior approval for you to receive full Benefits. Preservice Inquiries are not claims and are not treated as Adverse Benefit Determinations.

12.2.15 Urgent Preservice Claim

Any Preservice Claim that, if subject to the normal timeframes for determination, could seriously jeopardize your life, health or ability to regain maximum function or that, in the opinion of your treating Physician, would subject you to severe pain that could not be adequately managed without the requested Services. Whether a claim is an Urgent Preservice Claim will be determined by an individual acting on behalf of SelectHealth applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that your treating Physician determines is an Urgent Preservice Claim will be treated as such.

12.3 How to Make a Preservice Inquiry

Preservice Inquiries should be directed to Member Services at 800-538-5038. A Preservice Inquiry is not a claim for Benefits.

12.4 How to File a Claim for Benefits

12.4.1 Urgent Preservice Claims

In order to file an Urgent Preservice Claim, you must provide SelectHealth with:

a. Information sufficient to determine to what extent Benefits are covered by the Plan; and

b. A description of the medical circumstances that give rise to the need for expedited review.

Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing an Urgent Preservice Claim, SelectHealth will notify you of the failure and the proper procedures to be followed. SelectHealth will notify you as soon as reasonably possible, but no later than 24 hours after receiving the claim. This notice may be verbal unless you specifically request otherwise in writing.

Notice of a Benefit Determination will be provided as soon as possible, taking into account the medical circumstances, but no later than 72 hours after receipt of the claim. However, if SelectHealth gives you notice of an incomplete claim, the notice will give you at least 48 hours to provide the requested information. SelectHealth will then provide a notice of Benefit Determination within 48 hours after receiving the specified information or the end of the period of time given you to provide the information, whichever occurs first. If the Benefit Determination is provided verbally, it will be followed in writing no later than three days after the verbal notice.

If the Urgent Preservice Claim involves a Concurrent Care Decision, notice of the Benefit Determination will be provided as soon as possible but no later than 24 hours after receipt of your claim for extension of treatment or care, as long as the claim is made at least 24 hours before the prescribed period of time expires or the prescribed number of treatments ends.

12.4.2 Other Preservice Claims

The procedure for filing most Preservice Claims (Preauthorization) is set forth in Section 11 Healthcare Management. If there is any other Benefit that would be subject to a Preservice Claim, you may file a claim for that Benefit by contacting Member Services. Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing a Preservice Claim, SelectHealth will provide notice of the failure and the proper procedures to be followed. This notification will be provided as soon as reasonably possible, but no later than five days after receipt of the claim, and may be verbal unless you specifically request it in writing.

Notice of a Benefit Determination will be provided in writing within a reasonable period appropriate to the medical circumstances, but no later than 15 days after receipt of the claim. However, SelectHealth may extend this period for up to an additional 15 days if SelectHealth: 1) determines that such an extension is necessary due to matters beyond its control; and 2) provides you written notice, prior to the end of the original 15-day period, of the circumstances requiring the extension and the date by which SelectHealth expects to render a decision. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will describe the required information, and you will be given 60 days from your receipt of the notice to provide the requested information.

Notice of an Adverse Benefit Determination regarding a Concurrent Care Decision will be provided sufficiently in advance of any termination or reduction of Benefits to allow you to Appeal and obtain a determination before the Benefit is reduced or terminates.

12.4.3 Postservice Claims

a. Participating Providers and Facilities. Participating Providers and Facilities file Postservice Claims with SelectHealth and SelectHealth makes payment to the Providers and Facilities.

b. Nonparticipating Providers and Facilities. Nonparticipating Providers and Facilities are not required to file claims with SelectHealth. If a Nonparticipating Provider or Facility does not submit a Postservice Claim to SelectHealth or you pay the Nonparticipating Provider or Facility, you must submit the claim in writing in a form approved by SelectHealth. Call Member Services or your employer to find out what information is needed to submit a Postservice Claim. All claims must be received by SelectHealth within a 12-month period from the date of the expense or as soon as reasonably possible. Claims received outside of this timeframe will be denied.

Notice of Adverse Benefit Determinations will be provided in writing within a reasonable period of time, but no later than 30 days after receipt of the claim. However, SelectHealth may extend this period for up to an additional 15 days if SelectHealth: 1) determines that such an extension is necessary due to matters beyond its control; and 2) provides you written notice, prior to the end of the original 30-day period, of the circumstances requiring the extension and the date by which SelectHealth expects to render a decision.

The applicable time period for the Benefit Determination begins when your claim is filed in accordance with SelectHealth's procedures, even if you have not submitted all the information necessary to make a Benefit Determination.

12.5 Problem Solving

SelectHealth is committed to making sure that any concerns or problems regarding your claims are investigated and resolved as soon as possible. Many situations can be resolved informally by a Member Services representative. Call Member Services at 800-538-5038. SelectHealth offers foreign language assistance.

12.6 Formal Appeals

If you are not satisfied with the result of working with Member Services, you may file a written formal Appeal of any Adverse Benefit Determination or the negative outcome of a Preservice Inquiry. Written formal Appeals should be sent to the SelectHealth Appeals Department. As the delegated claims review fiduciary under your Employer's Plan, SelectHealth will conduct a full and fair review of your Appeal and has final discretionary authority and responsibility for deciding all matters regarding Eligibility and coverage.

12.6.1 General Rules and Procedures

You will have the opportunity to submit written comments, documents, records, and other information relating to your Appeal. SelectHealth will consider this information regardless of whether it was considered in the Adverse Benefit Determination.

During an Appeal, no deference will be afforded to the Adverse Benefit Determination, and decisions will be made by fiduciaries who did not make the Adverse Benefit Determination and who do not report to anyone who did. If the Adverse Benefit Determination was based on medical judgment, including determinations that Services are Experimental and/or Investigational or not Medically Necessary, the fiduciaries during any Appeal will consult with a medical professional with appropriate training and experience in the appropriate field of medicine and who was neither consulted in connection with the Adverse Benefit Determination nor is the subordinate of such an individual. Upon request, you will be provided the identification of any medical expert(s) whose advice was obtained on behalf of SelectHealth in connection with the Adverse Benefit Determination, whether or not the advice was relied upon in making the Adverse Benefit Determination.

Before SelectHealth can issue a Final Internal Adverse Benefit Determination, you will be provided with any new or additional evidence or rationale considered, relied upon, or generated by SelectHealth in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a Final Internal Benefit Determination is required to be provided to give you a reasonable opportunity to respond prior to the date.

12.6.2 Form and Timing

All requests for an Appeal of an Adverse Benefit Determination (other than those involving an Urgent Preservice Claim) must be in writing and should include a copy of the Adverse Benefit Determination and any other pertinent information that you want SelectHealth to review in conjunction with your Appeal. Send all information to the SelectHealth Appeals Department at the following address:

Appeals Department
P.O. Box 30192
Salt Lake City, Utah 84130-0192

You may Appeal an Adverse Benefit Determination of an Urgent Preservice Claim on an expedited basis either verbally or in writing. You may Appeal verbally by calling the SelectHealth Appeals Department at 800-538-5038, ext.4684. If the request is made verbally, the SelectHealth Appeals Department will within 24 hours send written confirmation acknowledging the receipt of your request.

You may also formally Appeal the negative outcome of a Preservice Inquiry by writing to the SelectHealth Appeals Department at the address above. You should include any information that you wish SelectHealth to review in conjunction with your Appeal.

You must file a formal Appeal within 180 days from the date you received notification of the Adverse Benefit Determination or made the Preservice Inquiry, as applicable.

Appeals that do not comply with the above requirements are not subject to review by SelectHealth or legal challenge.

12.6.3 Appeals Process

As described below, the Appeals process differs for Preservice Claims and Postservice Claims. In each case, there are both mandatory and voluntary reviews. For purposes of the Appeals process only, Preservice Inquiries will be treated like Preservice Claims.

You must exhaust all mandatory reviews before you may pursue civil action, including if applicable under ERISA Section 502(a). It is your choice, however, whether or not to seek voluntary review, and you are not required to do so before pursuing civil action. SelectHealth agrees that any statute of limitations or other legal defense based on timeliness is suspended during the time that any voluntary Appeal is pending. Your decision whether or not to seek voluntary review will have no effect on your rights to any other Benefits. SelectHealth will provide you, upon request, sufficient information to enable you to make an informed decision about whether or not to engage in a voluntary review.

After a mandatory review process, you may choose to pursue civil action, including if applicable under ERISA Section 502(a). Failure to properly pursue the mandatory Appeals process may result in a waiver of the right to challenge the original decision of SelectHealth.

12.6.4 Preservice Appeals

The process for appealing a Preservice Claim provides one mandatory review, possible voluntary reviews, and the right to pursue civil action, including if applicable under ERISA Section 502(a).

Mandatory Review

Your Appeal will be investigated by the Appeals Department. All relevant, available information will be reviewed. The Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

Voluntary Review

After completing the mandatory review process described above, you may pursue a voluntary External Review or a voluntary internal review. However, External Review is only available in the circumstances described below. If you choose to pursue a voluntary External Review, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review, you must complete the Independent Review Request Form. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified by the IRO of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a review of your Appeal. Depending on the nature of the Appeal, it will be considered by either the Administrative Appeal Review Committee or the Clinical Appeal Review Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination. SelectHealth will notify you of the result of the review in writing within 30 days of the date you requested the review. If you are not satisfied with the decision made by the reviewing committee, you may request a review by the SelectHealth Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the reviewing committee notifies you of its decision.

12.6.5 Postservice Appeals

The process for appealing a Postservice Claim provides two mandatory reviews, possible voluntary reviews, and the right to pursue civil action, including if applicable under ERISA Section 502(a).

First Mandatory Review

Your Appeal will be investigated by the SelectHealth Appeals Department. All relevant information will be reviewed and the Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

Second Mandatory Review

If you are dissatisfied with the decision of the first mandatory review, you may request further consideration of your Appeal. Depending on the nature of the Appeal, it will be considered either by the Administrative Appeal Review Committee or the Clinical Appeal Review Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the reviewing committee notifies you of its decision. SelectHealth will notify you of the result of the second mandatory review in writing within 30 days of the date you requested the review.

Voluntary Review

After completing the mandatory review process described above, you may pursue either a voluntary External Review process or a voluntary internal review process. However, External Review is only available in the circumstances described below. If you choose to pursue the voluntary External Review process, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review you must complete the Independent Review Request Form. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date SelectHealth sends the Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a voluntary internal review of your Final Internal Adverse Benefit Determination by the SelectHealth Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its decision.

SECTION 13 OTHER PROVISIONS AFFECTING YOUR BENEFITS

13.1 Coordination of Benefits (COB)

When you or your Dependents have healthcare coverage under more than one health benefit plan, SelectHealth will coordinate Benefits with the other healthcare coverage according to the COB rules set forth in Utah Code, Section 31A-22-619.

13.1.1 Required Cooperation

You are required to cooperate with SelectHealth in administering COB. Cooperation may include providing notice of other health benefit coverage, copies of divorce decrees, bills and payment notices from other payers, and/or signing documents required by SelectHealth to administer COB. Failure to cooperate may result in the denial of claims.

13.1.2 Direct Payments

SelectHealth may make a direct payment to another health benefit plan when the other plan has made a payment that was the responsibility of SelectHealth. This amount will be treated as though it was a Benefit paid by the Plan, and SelectHealth will not have to pay that amount again.

13.2 Subrogation/Restitution

As a condition to receiving Benefits under the Plan, you and your Dependents (hereinafter you) agree that SelectHealth is automatically subrogated to, and has a right to receive equitable restitution from, any right of recovery you may have against any third party as the result of an accident, illness, injury, or other condition involving the third party (hereinafter third-party event) that causes you to obtain Covered Services that are paid for by SelectHealth. SelectHealth is entitled to receive as equitable restitution the proceeds of any judgment, settlement, or other payment paid or payable in satisfaction of any claim or potential claim that you have or could assert against the third party to the extent of all Benefits paid by SelectHealth or payable in the future by SelectHealth because of the third-party event.

Any funds you (or your agent or attorney) recover by way of settlement, judgment, or other award from a third party or from your own insurance due to a third-party event as described in this section shall be held by you (or your agent or attorney) in a constructive trust for the benefit of SelectHealth until SelectHealth's equitable restitution interest has been satisfied.

SelectHealth shall have the right to intervene in any lawsuit, threatened lawsuit, or settlement negotiation involving a third party for purposes of asserting and collecting its equitable restitution interest as described in this section. SelectHealth shall have the right to bring a lawsuit against, or assert a counterclaim or cross-claim against, you (or your agent or attorney) for purposes of collecting SelectHealth's equitable restitution interest or to enforce the constructive trust required by this section.

Except for proceeds obtained from uninsured or underinsured motorist coverage, this contractual right of subrogation/restitution applies whether or not you believe that you have been made whole or otherwise fully compensated by any recovery or potential recovery from the third party and regardless of how the recovery may be characterized (e.g., as compensation for damages other than medical expenses).

You are required to:

a. Promptly notify SelectHealth of all possible subrogation/restitution situations;

b. Help SelectHealth or its designated agent to assert its subrogation/restitution interest;

c. Not take any action that prejudices SelectHealth's right of subrogation/restitution, including settling a dispute with a third party without protecting SelectHealth's subrogation/restitution interest;

d. Sign any papers required to enable SelectHealth to assert its subrogation/restitution interest;

e. Grant to SelectHealth a first priority lien against the proceeds of any settlement, verdict, or other amounts you receive; and

f. Assign to SelectHealth any benefits you may have under any other coverage to the extent of SelectHealth's claim for restitution.

SelectHealth's right of subrogation/restitution exists to the full extent of any payments made, Services provided, or expenses incurred on your behalf because of or reasonably related to the third-party event.

You (or your agent or attorney) will be personally liable for the equitable restitution amount to the extent that SelectHealth does not recover that amount through the process described above.

If you fail to fully cooperate with SelectHealth or its designated agent in asserting SelectHealth's subrogation/restitution right, then limited to the compensation you (or your agent or attorney) have received from a third party, SelectHealth may reduce or deny coverage under the Plan and offset against any future claims. Further, SelectHealth may compromise with you on any issue involving subrogation/restitution in a way that includes your surrendering the right to receive further Services under the Plan for the third-party event.

SelectHealth will reduce the equitable restitution required in this section to reflect reasonable costs or attorneys' fees incurred in obtaining compensation, as separately agreed to in writing between SelectHealth and your attorney.

13.3 Right of Recovery

SelectHealth will have the right to recover any payment made in excess of the obligations of SelectHealth under the Contract. Such recoveries are limited to a time period of 12 months (or 24 months for a COB error) from the date a payment is made unless the recovery is due to fraud or intentional misrepresentation of material fact by you or your Dependents. This right of recovery will apply to payments made to you, your Dependents, your employer, Providers, or Facilities. If an excess payment is made by SelectHealth to you, you agree to promptly refund the amount of the excess. SelectHealth may, at its sole discretion, offset any future Benefits against any overpayment.

SECTION 14 SUBSCRIBER RESPONSIBILITIES

As a condition to receiving Benefits, you are required to:

14.1 Payment

Pay applicable contributions to your employer, and pay the Coinsurance, Copay, and/or Deductible amounts listed in your Member Payment Summary to your Provider(s) and/or Facilities.

14.2 Changes in Eligibility or Contact Information

Notify your employer when there is a change in your situation that may affect your Eligibility, the Eligibility of your Dependents, or if your contact information changes. Your employer has agreed to notify SelectHealth of these changes.

14.3 Other Coverage

Notify SelectHealth if you or your Dependents obtain other healthcare coverage. This information is necessary to accurately process and coordinate your claims.

14.4 Information/Records

Provide SelectHealth all information necessary to administer your coverage, including the medical history and records for you and your Dependents and, if requested, your social security number(s).

14.5 Notification of Members

Notify your enrolled Dependents of all Benefit and other Plan changes.

SECTION 15 EMPLOYER RESPONSIBILITIES

15.1 Enrollment

Your employer makes initial Eligibility decisions and communicates them to SelectHealth. SelectHealth reserves the right to verify that the Eligibility requirements of the Contract are satisfied. Your employer is obligated to promptly notify SelectHealth whenever there is a change in your situation that may affect your Eligibility or the Eligibility of your Dependents. This includes FMLA and other leaves of absence.

15.2 Payment

All enrollments are conditioned upon the timely payment of Premiums to SelectHealth.

15.3 Contract

The Contract is with your employer, and only your employer can change or terminate it. Your employer is responsible for notifying you of any changes to the Plan and for providing you at least 30 days written notice if the Contract is terminated for any reason.

15.4 Compliance

Your employer is responsible for complying with all reporting, disclosure, and other requirements for your Employer's Plan under federal law.

SECTION 16 DEFINITIONS

This Certificate of Coverage contains certain defined terms that are capitalized in the text and described in this section. Words that are not defined have their usual meaning in everyday language.

16.1 Activities of Daily Living

Eating, personal hygiene, dressing, and similar activities that prepare an individual to participate in work or school. Activities of Daily Living do not include recreational, professional, or school-related sporting activities.

16.2 Affordable Care Act (ACA)

The Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 and associated regulations.

16.3 Allowed Amount

The dollar amount allowed by SelectHealth for a specific Covered Service.

16.4 Ambulatory Surgical Facility

A Facility licensed by the state where Services are provided to render surgical treatment and recovery on an outpatient basis to sick or injured persons under the direction of a Physician. Such a Facility does not provide inpatient Services.

16.5 Annual Open Enrollment

A period of time each year that may be offered by your employer during which you are given the opportunity to enroll yourself and your Dependents in the Plan.

16.6 Anodontia

The condition of congenitally missing all teeth, either primary or permanent.

16.7 Application

The form on which you apply for coverage under the Plan.

16.8 Approved Clinical Trials

A phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease (any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted) and is described in any of the following:

a. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

   i. The National Institutes of Health.

   ii. The Centers for Disease Control and Prevention.

   iii. The Agency for Health Care Research and Quality.

   iv. The Centers for Medicare & Medicaid Services.

   v. Cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs.

   vi. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.

   vii. Any of the following if the appropriate review and approval through a system of peer review has been attained:

      1) The Department of Veterans Affairs.

      2) The Department of Defense.

      3) The Department of Energy.

b. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.

c. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

16.9 Benefit(s)

The payments and privileges to which you are entitled by this Certificate and the Contract.

16.10 Certificate of Coverage (Certificate)

This document, which describes the terms and conditions of the health insurance Benefits provided by your employer's Group Health Insurance Contract with SelectHealth. Your Member Payment Summary is attached to and considered part of this Certificate.

16.11 COBRA Coverage

Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

16.12 Coinsurance

A percentage of the Allowed Amount stated in your Member Payment Summary that you must pay for Covered Services to the Provider and/or Facility.

16.13 Continuation Coverage

COBRA Coverage and/or Utah mini-COBRA Coverage, or Alternative to COBRA/Utah mini-COBRA coverage.

16.14 Contract

The Group Health Insurance Contract between SelectHealth and your employer.

16.15 Copay (Copayment)

A fixed amount stated in your Member Payment Summary that you must pay for Covered Services to a Provider or Facility.

16.16 Covered Services

The Services listed as covered in Section 8 Covered Services, Section 9 Prescription Drug Benefits, Section 10 Limitations and Exclusions, and applicable Optional Benefits, and not excluded by this Certificate.

16.17 Custodial Care

Services provided primarily to maintain rather than improve a Member's condition or for the purpose of controlling or changing the Member's environment. Services requested for the convenience of the Member or the Member's family that do not require the training and technical skills of a licensed Nurse or other licensed Provider, such as convalescent care, rest cures, nursing home services, etc. Services that are provided principally for personal hygiene or for assistance in daily activities.

16.18 Deductible(s)

An amount stated in your Member Payment Summary that you must pay each Year for Covered Services before SelectHealth makes any payment. Some categories of Benefits may be subject to separate Deductibles.

16.19 Dental Services

Services rendered to the teeth, the tooth pulp, the gums, or the bony structure supporting the teeth.

16.20 Dependents

Your Eligible dependents as set forth in Section 2 Eligibility.

16.21 Durable Medical Equipment (DME)

Medical equipment that is able to withstand repeated use and is generally not useful in the absence of an illness or injury.

16.22 Effective Date

The date on which coverage for you and/or your Dependents begins.

16.23 Eligible, Eligibility

In order to be Eligible, you or your Dependents must meet the criteria for participation specified in Section 2 Eligibility and in the Group Application.

16.24 Emergency Condition(s)

A condition of recent onset and sufficient severity, including severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to reasonably expect that failure to obtain immediate medical care could result in:

a. Placing a Member's health in serious jeopardy;

b. Placing the health of a pregnant woman or her unborn child in serious jeopardy;

c. Serious impairment to bodily functions; or

d. Serious dysfunction of any bodily organ or part.

16.25 Employer Waiting Period

The period that you must wait after becoming Eligible for coverage before your Effective Date. Subject to approval by SelectHealth, your employer specifies the length of this period in the Group Application.

16.26 Employer's Plan

The group health plan sponsored by your employer and insured under the Contract.

16.27 Endorsement

A document that amends the Contract.

16.28 ERISA

The Employee Retirement Income Security Act (ERISA), a federal law governing employee benefit plans.

16.29 Excess Charges

Charges from Providers and Facilities that exceed the Allowed Amount for Covered Services. You are responsible to pay for Excess Charges from Nonparticipating Providers and Facilities. These charges do not apply to your Out-of-Pocket Maximum.

16.30 Exclusion(s)

Situations and Services that are not covered by SelectHealth under the Plan. Most Exclusions are set forth in Section 10 Limitations and Exclusions, but other provisions throughout this Certificate and the Contract may have the effect of excluding coverage in particular situations.

16.31 Experimental and/or Investigational

A Service for which one or more of the following apply:

a. It cannot be lawfully marketed without the approval of the Food and Drug Administration (FDA) and such approval has not been granted at the time of its use or proposed use;

b. It is the subject of a current investigational new drug or new device application on file with the FDA;

c. It is being provided pursuant to a Phase I or Phase II clinical trial or as the experimental or research arm of a Phase III clinical trial;

d. It is being or should be delivered or provided subject to the approval and supervision of an Institutional Review Board (IRB) as required and defined by federal regulations, particularly those of the FDA or the Department of Health and Human Services (HHS); or

e. If the predominant opinion among appropriate experts as expressed in the peer-reviewed medical literature is that further research is necessary in order to define safety, toxicity, effectiveness, or comparative effectiveness, or there is no clear medical consensus about the role and value of the Service.

16.32 Formulary

The Prescription Drugs covered by your Plan.

16.33 Facility

An institution that provides certain healthcare Services within specific licensure requirements.

16.34 Generic Drug(s)

A medication that has the same active ingredients, safety, dosage, quality, and strength as its brand-name counterpart. Both the brand-name drug and the Generic Drug must get approval from the FDA before they can be sold.

16.35 Group Application

A form used by SelectHealth both as an application for coverage by your employer and to specify group-specific details of coverage. The Group Application may contain modifications to the language of the Contract. It also demonstrates your employer's acceptance of the Contract. Other documents, such as Endorsements, may be incorporated by reference into the Group Application.

16.36 Group Health Insurance Contract

The agreement between your employer and SelectHealth that contains the terms and conditions under which SelectHealth provides group insurance coverage to you and your Dependents. The Group Application and this Certificate are part of the Group Health Insurance Contract.

16.37 Healthcare Management Program

A program designed to help you obtain quality, cost-effective, and medically appropriate care, as described in Section 11 Healthcare Management.

16.38 Home Healthcare

Services provided to Members at their home by a licensed Provider who works for an organization that is licensed by the state where Services are provided.

16.39 Hospice Care

Supportive care provided on an inpatient or outpatient basis to a terminally ill Member not expected to live more than six months.

16.40 Hospital

A Facility that is licensed by the state in which Services are provided that is legally operated for the medical care and treatment of sick or injured individuals.

A Facility that is licensed and operating within the scope of such license, which:

a. Operates primarily for the admission, acute care, and treatment of injured or sick persons as inpatients;

b. Has a 24-hour-a-day nursing service by or under the supervision of a graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.);

c. Has a staff of one or more licensed Physicians available at all times; and

d. Provides organized facilities for diagnosis and surgery either on its premises or in facilities available to the Hospital on a contractual prearranged basis.

16.41 Infertility

A condition resulting from a disease (an interruption, cessation, or disorder of body functions, systems, or organs) of the male or female reproductive tract which prevents the conception of a child or the ability to carry a pregnancy to delivery.

16.42 Injectable Drugs and Specialty Medications

A class of drugs that may be administered orally, as a single injection, intravenous infusion or in an inhaled/nebulized solution. Injectable drugs and specialty medications include all or some of the following:

a. Are often products of a living organism or produced by a living organism through genetic manipulation of the organism's natural function;

b. Are generally used to treat an ongoing chronic illness;

c. Require special training to administer;

d. Have special storage and handling requirements;

e. Are typically limited in their supply and distribution to patients or Providers; and

f. Often have additional monitoring requirements.

Certain drugs used in a Provider's office to treat common medical conditions (such as intramuscular penicillin) are not considered Injectable Drugs and specialty medications, because they are widely available, distributed without limitation, and are not the product of bioengineering.

16.43 Initial Eligibility Period

The period determined by SelectHealth and your employer during which you may enroll yourself and your Dependents in the Plan. The Initial Eligibility Period is identified in the Group Application.

16.44 Lifetime Maximum

The maximum accumulated amount that SelectHealth will pay for certain Covered Services (as allowed by the Affordable Care Act) during a Member's lifetime. This includes all amounts paid on behalf of the Member under any prior health benefit plans insured by SelectHealth (including those sponsored by former employers) or any of its affiliated or subsidiary companies. If applicable, lifetime maximums are specified in your Member Payment Summary.

16.45 Limitation(s)

Situations and Services in which coverage is limited by SelectHealth under the Plan. Most Limitations are set forth in Section 10 Limitations and Exclusions, but other provisions throughout this Certificate and the Contract may have the effect of limiting coverage in particular situations.

16.46 Major Diagnostic Tests

Diagnostic tests categorized as major by SelectHealth. SelectHealth categorizes tests based on several considerations such as the invasiveness and complexity of the test, the level of expertise required to interpret or perform the test, and where the test is commonly performed. Examples of common major diagnostic tests are:

a. Cardiac nuclear studies or cardiovascular procedures such as coronary angiograms;

b. Gene-based testing and genetic testing;

c. Imaging studies such as MRIs, CT scans, and PET scans; and

d. Neurologic studies such as EMGs and nerve conduction studies.

If you have a question about the category of a particular test, please contact Member Services.

16.47 Major Surgery

A surgical procedure having one or more of the following characteristics:

a. Performed within or upon the contents of the abdominal, pelvic, cranial or thoracic cavities;

b. Typically requiring general anesthesia;

c. Has a level of difficulty or length of time to perform which constitutes a hazard to life or function of an organ or tissue; or

d. Requires the special training to perform.

16.48 Maximum Annual Out-of-Network Payment

The maximum accumulated amount SelectHealth will pay each Year for Covered Services applied to the Nonparticipating (Out-of-Network) Benefit.

The limit includes all amounts paid on behalf of the Member under any prior Plans provided by SelectHealth or any of its affiliated or subsidiary companies for any one Year. The Maximum Annual Out-of-Network Payment amount is specified in your Member Payment Summary.

16.49 Medical Director

The Physician(s) designated as such by SelectHealth.

16.50 Medical Necessity/Medically Necessary

Services that a prudent healthcare professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is:

a. In accordance with generally accepted standards of medical practice in the United States;

b. Clinically appropriate in terms of type, frequency, extent, site, and duration; and

c. Not primarily for the convenience of the patient, Physician, or other Provider.

When a medical question-of-fact exists, Medical Necessity shall include the most appropriate available supply or level of service for the Member in question, considering potential benefit and harm to the Member.

Medical Necessity is determined by the treating Physician and by SelectHealth's Medical Director or his or her designee. The fact that a Provider or Facility, even a Participating Provider or Facility, may prescribe, order, recommend, or approve a Service does not make it Medically Necessary, even if it is not listed as an Exclusion or Limitation. FDA approval, or other regulatory approval, does not establish Medical Necessity.

16.51 Member

You and your Dependents, when properly enrolled in the Plan and accepted by SelectHealth.

16.52 Member Payment Summary

A summary of your Benefits by category of service, attached to and considered part of this Certificate.

16.53 Minor Diagnostic Tests

Tests not categorized as Major Diagnostic Tests. Examples of common minor diagnostic tests are:

a. Bone density tests;

b. Certain EKGs;

c. Echocardiograms;

d. Common blood and urine tests;

e. Simple X-rays such as chest and long bone X-rays; and

f. Spirometry/pulmonary function testing.

16.54 Miscellaneous Medical Supplies (MMS)

Supplies that are disposable or designed for temporary use.

16.55 Nonparticipating (Out-of-Network) Benefits

A lower level of Benefits available for Covered Services obtained from a Nonparticipating Provider or Facility, even when such Services are not available through Participating Providers or Facilities.

16.56 Nonparticipating (Out-of-Network) Facility

Healthcare Facilities that are not under contract with SelectHealth.

16.57 Nonparticipating (Out-of-Network) Pharmacies

Pharmacies that are not under contract with SelectHealth.

16.58 Nonparticipating (Out-of-Network) Provider

Providers that are not under contract with SelectHealth.

16.59 Nurse

A graduate Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.) who is licensed by the state where Services are provided to provide medical care and treatment under the supervision of a Physician.

16.60 Oligodontia

The condition of congenitally missing more than six teeth, not including third molars or wisdom teeth.

16.61 Optional Benefit

Additional coverage purchased by your employer as noted in your Member Payment Summary that modifies Limitations and/or Exclusions.

16.62 Out-of-Pocket Maximum

The maximum amount specified in your Member Payment Summary that you must pay each Year to Providers and/or Facilities as Deductibles, Copays, and Coinsurance. Except when otherwise noted in your Member Payment Summary, SelectHealth will pay 100 percent of Allowed Amounts during the remainder of the Year once the Out-of-Pocket Maximum is satisfied. Some categories of Benefits may be subject to separate Out-of-Pocket Maximums. Payments you make for Excess Charges, non-Covered Services, and certain categories of Services specified in your Member Payment Summary are not applied to the Out-of-Pocket Maximum.

16.63 Palliative Care

Comprehensive, specialized care provided by an interdisciplinary team to patients and families living with a life-threatening or severe advanced illness where the focus of care is to alleviate suffering and maintain an acceptable quality of life. Hospice Care for terminally ill patients is one type of palliative care.

16.64 Participating (In-Network) Benefits

The higher level of Benefits available to you when you obtain Covered Services from a Participating Provider or Facility.

16.65 Participating (In-Network) Facility

Facilities under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.66 Participating (In-Network) Pharmacies

Pharmacies under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.67 Participating (In-Network) Providers

Providers under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.68 Pervasive Developmental Disorder (PDD/Developmental Delay)

A state in which an individual has not reached certain developmental milestones normal for that individual’s age, yet no obvious medical diagnosis or condition has been identified that could explain the cause of this delay. PDD includes five disorders characterized by delays in the development of multiple basic functions, including socialization and communication. PDD includes:

a. Aspeger's Syndrome;

b. Autistic Disorder;

c. Childhood Disintegrative Disorder;

d. Pervasive developmental disorder not otherwise specified; and

e. Rett's Disorder.

16.69 Physician

A doctor of medicine or osteopathy who is licensed by the state in which he or she provides Services and who practices within the scope of his or her license.

16.70 Plan

The specific combination of Covered Services, Limitations, Exclusions, and other requirements agreed upon between SelectHealth and your employer as set forth in this Certificate and the Contract.

16.71 Plan Sponsor

As defined in ERISA. The Plan Sponsor is typically your employer.

16.72 Preauthorization (Preauthorize)

Prior approval from SelectHealth for certain Services. Refer to Section 11 Healthcare Management and your Member Payment Summary.

16.73 Premium(s)

The amount your Employer periodically pays to SelectHealth as consideration for providing Benefits under the Plan. The Premium is specified in the Group Application.

16.74 Prescription Drugs

Drugs and medications, including insulin, that by law must be dispensed by a licensed pharmacist and that require a Provider's written prescription.

16.75 Preventive Services

Periodic healthcare that includes screenings, checkups, and patient counseling to prevent illness, disease, or other health problems not previously known to exist in the individual, and as defined by the Affordable Care Act and/or SelectHealth.

16.76 Primary Care Physician or Primary Care Provider (PCP)

A general practitioner who attends to common medical problems, provides Preventive Services, and health maintenance. The following types of Physicians and Providers, and their associated physician assistants and nurse practitioners, are PCPs:

a. Certified Nurse Midwives;

b. Family Practice;

c. Geriatrics;

d. Internal Medicine;

e. Obstetrics and Gynecology (OB/GYN); and

f. Pediatrics.

16.77 Private Duty Nursing

Services rendered by a Nurse to prepare and educate family members and other caregivers on proper procedures for care during the transition from an acute Hospital setting to the home setting.

16.78 Provider

A vendor of healthcare Services licensed by the state where Services are provided and that provides Services within the scope of its license.

16.79 Qualified Medical Child Support Order (QMSCO)

A court order for the medical support of a child as defined in ERISA.

16.80 Rescission (Rescind)

A cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

16.81 Residential Treatment Center

A licensed psychiatric facility which provides 24-hour continuous, individually-planned programs of therapeutic treatment and supervision.

16.82 Respite Care

Care provided primarily for relief or rest from caretaking responsibilities.

16.83 Secondary Care Physician or Secondary Care Provider (SCP)

Physicians and other Providers who are not a Primary Care Physician or Primary Care Provider. Examples of an SCP include:

a. Cardiologists;

b. Dermatologists;

c. Neurologists;

d. Ophthalmologists;

e. Orthopedic Surgeons; and

f. Otolaryngologists (ENTs).

16.84 Service Area

The geographical area in which SelectHealth arranges for Covered Services for Members from Participating Providers and Facilities. Contact SelectHealth for Service Area information if the U.S. Postal Service changes or adds ZIP codes after the beginning of the Year.

The Select Care Service Area is the State of Utah.

16.85 Service(s)

Services, care, tests, treatments, drugs, medications, supplies, or equipment.

16.86 Skilled Nursing Facility

A Facility that provides Services that improve, rather than maintain, your health condition, that requires the skills of a Nurse in order to be provided safely and effectively, and that:

a. Is being operated as required by law;

b. Is primarily engaged in providing, in addition to room and board accommodations, skilled nursing care under the supervision of a Physician;

c. Provides 24 hours a day, seven days a week nursing service by or under the supervision of a Registered Nurse (R.N.); and

d. Maintains a daily medical record of each patient.

A Skilled Nursing Facility is not a place that is primarily used for rest or for the care and treatment of mental diseases or disorders, chemical dependency, alcoholism, Custodial Care, nursing home care, or educational care.

16.87 Special Enrollment Right

An opportunity to enroll in the Plan outside of your employer's Annual Open Enrollment period under defined circumstances described in Section 3 Enrollment.

16.88 Subscriber

You, the individual with an employment or another defined relationship to the Plan Sponsor, through whom Dependents may be enrolled with SelectHealth.

16.89 Application

The form on which you apply for coverage under the Plan.

16.90 TeleHealth

Otherwise covered evaluation and management, genetic counseling, and mental health Services provided via interactive (synchronous) video and audio telecommunications systems and as otherwise indicated in medical policy.

16.91 Urgent Condition(s)

An acute health condition with a sudden, unexpected onset that is not life threatening but that poses a danger to a person's health if not attended by a Physician within 24 hours, e.g., high fevers, possible fractures.

16.92 Utah mini-COBRA

Continuation coverage required by Utah law for employers with fewer than 20 employees.

16.93 Year

Benefits are calculated on either a calendar-year or plan-year basis, as indicated on your Member Payment Summary.

a. The calendar year begins on January 1 at 12:00 a.m. Mountain Standard Time and ends on December 31, at 11:59 p.m. Mountain Standard Time.

b. The plan year, if applicable, is indicated in the Group Application.

appendix A

prescription drug list

RXSELECT® PRESCRIPTION DRUG LIST (UTAH)

This is a summary of the prescription drugs covered on your plan. This printed version contains only the most commonly prescribed drugs in their most common strengths and formulations.

Your drug benefit has four tiers (levels) of coverage. The tiers determine the amount you are responsible to pay. In most cases, drugs on lower tiers will cost you less. Copay and coinsurance amounts are shown on your Member Payment Summary (MPS) and ID Card.

This is not a complete list of all covered drugs and may change due to new drugs, therapies, or other factors. If you have questions about your prescription drug benefits, please call Member Services at **800-538-5038** weekdays, from 7:00 a.m. to 8:00 p.m., and Saturdays, from 9:00 a.m. to 2:00 p.m. TTY users should call 711.

View the most current drug coverage and pharmacy benefit information by logging in to *My Health* at selecthealth.org. Once logged in, go to "Pharmacy Claims" to find:

- Drug prices and potential lower-cost alternatives for drugs you already take
- A drug lookup, searchable by drug name and dose
- Tier statuses of prescription drugs, including injectables
- Your prescription copays and benefits
- Maintenance drug (90-day) medications
- Explanations of Benefits (EOBs) for your drug claims
- Preauthorization and step therapy requirements
- Participating pharmacies, including Retail90®

LEGEND

(PA) Preauthorization

Coverage of certain drugs is based on medical necessity. For these drugs, you will need preauthorization from SelectHealth; otherwise, you will be responsible to pay the drug's full retail price.

(M) Maintenance Drug

These drugs qualify for the 90-day maintenance drug benefit.

(ST) Step Therapy

Drugs that require step therapy are covered by SelectHealth only after you have tried the alternative therapy, and it didn't work (the therapy failed). Step therapy generally applies only to brand-name drugs.

(QL) Quantity Limits

Quantity limitations apply to certain drugs (e.g., maximum number of tablets or capsules per prescription). Preauthorization is required if the medication exceeds the plan limits.

(AGE) Age Limit

A minimum or maximum age limit requirement must be met for coverage.

Preventive Drugs

Drug Catagories with an "*" are considered **preventive drugs** and may be covered at a different benefit than other drugs. Prescriptions vary in strength and formulation, and your specific prescription may be covered at a different tier than is listed here. If your plan includes the **value-based option**, Tier 2 drugs in these categories are covered at the Tier 1 benefit. Refer to your Member Payment Summary (MPS) and ID Card for details.

Noncovered Drug Exceptions

For drugs that are not covered, you, your physician, or your pharmacy may request coverage based on medical necessity. Requests are granted on a case-by-case basis.

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
ACNE						
				ACANYA GEL	3	(ST)
	AMNESTEEM	1				
	CLARAVIS	1				
				CLARAVIS (CAP) 30MG	3	
				CLEOCIN-T	3	
	CLINDAMY/BEN	1		BENZACLIN GEL	3	
	MYORISAN	1				
	SOTRET	1				
	TRETINOIN	1	(AGE)	RETIN-A CREAM	3	(AGE)
	ZENATANE	1		ABSORICA	3	(PA)
				ZENATANE (CAP) 30MG	3	
ALLERGY NASAL PREPARATIONS						
	FLUTICASONE	1	(M)	FLONASE	3	(M)
ANTI-TNF-ALPHA MONOCLONAL ANTIBODIES						
				HUMIRA	4	(PA)(QL)
				ENBREL	4	(PA)(QL)
				CIMZIA	4	(PA)(QL)
ANTIBIOTICS CEPHALOSPORINS						
	CEFDINIR	1				
	CEPHALEXIN	1		KEFLEX	3	
ANTIBIOTICS MACROLIDES						
	AZITHROMYCIN	1	(QL)	ZITHROMAX	3	(QL)
	CLINDAMYCIN	1		CLEOCIN	3	
ANTIBIOTICS MISC. ANTIBIOTICS						
	METRONIDAZOLE	1		FLAGYL	3	
	NITROFURANTN	1		MACROBID	3	
	SMZ/TMP DS	1		BACTRIM DS	3	
ANTIBIOTICS PENICILLINS						
	AMOX/K CLAV	1		AUGMENTIN	3	
	AMOXICILLIN	1				
	PENICILLN VK	1				
ANTIBIOTICS QUINOLONES						
	CIPROFLOXACN	1		CIPRO	3	
	LEVOFLOXACIN	1		LEVAQUIN	3	
ANTIBIOTICS TETRACYCLINES						
	DOXYCYC MONO	1		MONODOX	3	(PA)
	DOXYCYC MONO (TAB) 150MG	1	(PA)(QL)	ADOXA PAK 1/ (TAB) 150MG	3	(PA)(QL)
	DOXYCYCLINE (CAP) 150MG	1	(PA)(QL)	ADOXA (CAP) 150MG	3	(PA)(QL)
	MINOCYCLINE	1		MINOCIN	3	(ST)
ANTIFUNGALS						
	FLUCONAZOLE	1	(QL)	DIFLUCAN	3	(QL)
ANTIMALARIALS						
	HYDROXYCHLOR	1		PLAQUENIL	3	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
ANTIMETABOLITES						
	METHOTREXATE	1		TREXALL	2	
ANTIPARKINSON DOPAMINERGICS						
	PRAMIPEXOLE	1	(QL)(M)	MIRAPEX	3	(QL)(M)
	ROPINIROLE	1	(QL)(M)	REQUIP	3	(QL)(M)
ANTIVIRALS						
	ACYCLOVIR	1		ZOVIRAX (TAB) 400MG	2	
	ACYCLOVIR	1		ZOVIRAX (TAB) 800MG	3	
	VALACYCLOVIR	1	(QL)	VALTREX	3	(QL)
ANXIETY & SLEEP DISORDER						
	ALPRAZOLAM	1		XANAX	3	
	BUSPIRONE	1	(M)			
	DIAZEPAM	1		VALIUM	3	
	ESZOPICLONE	1	(QL)	LUNESTA	3	(ST)(QL)
	HYDROXYZINE PAM	1		VISTARIL	3	
	LORAZEPAM	1		ATIVAN	3	
	TEMAZEPAM (CAP) 15MG AND 30MG	1	(QL)	RESTORIL (CAP) 15MG AND 30MG	3	(QL)
	ZOLPIDEM	1	(QL)	AMBIEN	3	(ST)(QL)
	ZOLPIDEM ER	1	(QL)	AMBIEN CR	3	(ST)(QL)
*ASTHMA**						
				ADVAIR DISKU	3	(PA)(QL)
				ADVAIR HFA	3	(PA)(QL)
	ALBUTEROL	1	(M)			
				DULERA	2	(QL)
				FLOVENT HFA	2	(QL)
	MONTELUKAST	1	(QL)(M)	SINGULAIR	3	(ST)(QL)
				PROAIR HFA AER	2	(QL)
				PROVENTIL AER HFA	3	(QL)
				QVAR	2	(QL)
				SYMBICORT	2	(QL)
				VENTOLIN HFA AER	2	(QL)
*CADRIOVASCULAR ANTIADRENERGICS**						
	CLONIDINE	1	(M)	CATAPRES	3	(M)
CARDIOVASCULAR ACE INHIBITORS						
	LISINOPRIL	1	(M)	ZESTRIL	2	(M)
CARDIOVASCULAR ANGIOTENSIN II RECEPTOR BLOCKERS						
	LOSARTAN POTASSIUM	1	(QL)(M)	COZAAR	3	(QL)(M)
*CARDIOVASCULAR BETA-BLOCKERS**						
	ATENOLOL	1	(M)	TENORMIN	3	(M)
	CARVEDILOL	1	(M)	COREG	3	(M)
	METOPROLOL TARTRATE	1	(M)	LOPRESSOR	3	(M)
	METOPROLOL	1	(M)	TOPROL XL	3	(M)
	PROPRANOLOL	1	(M)	INDERAL LA	3	(M)

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
*CARDIOVASCULAR BLOOD MODIFIERS**						
	CLOPIDOGREL	1	(QL)(M)	PLAVIX	3	(QL)(M)
				ELIQUIS	2	(QL)(M)
	WARFARIN	1	(M)	COUMADIN	2	(M)
				XARELTO	2	(QL)(M)
*CARDIOVASCULAR CALCIUM CHANNEL BLOCKERS**						
	AMLODIPINE	1	(M)	NORVASC	3	(M)
	CARTIA XT	1	(M)	CARDIZEM CD	3	(M)
	DILTIAZEM	1	(M)	CARDIZEM CD	3	(M)
				ISOPTIN SR	3	(M)
	VERAPAMIL	1	(M)	CALAN SR	3	(M)
*CARDIOVASCULAR COMBINATION/OTHER**						
	AMLOD/BENAZP	1	(M)	LOTREL	3	(M)
	LISINOP/HCTZ	1	(M)	ZESTORETIC	3	(M)
	LOSARTAN/HCT	1	(QL)(M)	HYZAAR	3	(QL)(M)
	VALSART/HCTZ	1	(QL)(M)	DIOVAN HCT	3	(ST)(QL)(M)
*CARDIOVASCULAR DIURETICS (WATER PILLS)**						
	FUROSEMIDE	1	(M)	LASIX	3	(M)
	HYDROCHLOROT	1	(M)	MICROZIDE	3	(M)
	SPIRONOLACT	1	(M)	ALDACTONE	3	(M)
	TRIAMT/HCTZ	1	(M)	MAXZIDE	3	(M)
*CHOLESTEROL**						
	ATORVASTATIN	1	(QL)(M)	LIPITOR	3	(PA)(QL)(M)
				CRESTOR (TAB) 5 AND 10MG	2	(ST)(QL)(M)
				CRESTOR (TAB) 20MG AND 40MG	2	(QL)(M)
	FENOFIBRATE	1	(M)	TRICOR	3	
	LOVASTATIN	1	(M)	MEVACOR	3	
	PRAVASTATIN	1	(QL)(M)	PRAVACHOL	3	(QL)(M)
	SIMVASTATIN	1	(QL)(M)	ZOCOR	3	(QL)(M)
*CHRONIC OBSTRUCTIVE PULMONARY DISEASE (COPD)**						
				TUDORZA PRES	2	(QL)
COBALAMINS						
	CYANOCOBALAM	1				
				NASCOBAL	3	
CONTRACEPTION (BIRTH CONTROL)						
	GENERICS	1	(M)	BRANDS	3	(M)
				NUVARING	2	(QL)(M)
COUGH/COLD/ALLERGY COMBINATIONS						
	PROMETH/COD	1				
DERMATOLOGICALS (SKIN) MISC. DERMATOLOGICALS						
				CENTANY	3	
	MUPIROCIN	1		BACTROBAN	3	
DERMATOLOGICALS (SKIN) STEROIDS						
	TRIAMCINOLON	1				
				TRIANEX	3	
	TRIDERM	1				

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
*DIABETIC INJECTABLES**						
				LANTUS	2	(M)
				NOVOLOG	2	(M)
				TOUJEO SOLO	2	(M)
				TRULICITY	2	(ST)(QL)(M)
				VICTOZA	2	(ST)(QL)(M)
*DIABETIC ORAL ANTIDIABETICS**						
	GLIMEPIRIDE	1	(M)	AMARYL	3	(M)
	METFORMIN	1	(M)	GLUCOPHAGE	3	(M)
	METFORMIN	1	(M)	FORTAMET	3	(M)
	PIOGLITAZONE	1	(QL)(M)	ACTOS	3	(QL)(M)
				INVOKANA	2	(ST)(QL)(M)
				JARDIANCE	2	(ST)(QL)(M)
				TRADJENTA	2	(QL)(M)
				NESINA	2	(QL)(M)
FLUORIDE						
	FLUORIDE	1	(QL)(M)(AGE)			
FOLIC ACID/FOLATES						
	FOLIC ACID	1	(M)			
GASTROINTESTINAL (DIGESTIVE) NAUSEA & VOMITING						
	ONDANSETRON	1	(QL)	ZOFRAN	3	(QL)
	PROMETHAZINE	1				
GASTROINTESTINAL (DIGESTIVE) ULCER TREATMENTS						
	RANITIDINE	1	(QL)(M)	ZANTAC	3	(M)
GASTROINTESTINAL (DIGESTIVE) ULCER TREATMENTS						
				DEXILANT	3	(ST)(QL)(M)
	LANSOPRAZOLE	1	(QL)(M)	PREVACID	3	(ST)(QL)(M)
	OMEPRAZOLE	1	(QL)(M)	PRILOSEC	3	(ST)(QL)(M)
	PANTOPRAZOLE	1	(QL)(M)	PROTONIX	3	(ST)(QL)(M)
HORMONE REPLACEMENT THERAPY FEMALE						
	ESTRADIOL	1	(QL)(M)	ALORA	3	(QL)(M)
	ESTRADIOL	1	(QL)(M)	ESTRACE	3	(QL)(M)
	ESTRADIOL	1	(QL)(M)	MINIVELLE	3	(QL)(M)
				VIVELLE-DOT	3	(QL)(M)
HORMONE REPLACEMENT THERAPY MALE						
				ANDROGEL GEL 1.62%	2	(QL)(M)
	TESTOST CYP	1	(M)	DEPO-TESTOST	3	(M)
	TESTOSTERONE	1	(M)			
	TESTOSTERONE GEL	1	(ST)(QL)(M)	ANDROGEL GEL 1%	3	(PA)(QL)(M)
	TESTOSTERONE GEL	1	(ST)(QL)(M)	FORTESTA	3	(PA)(QL)(M)
	TESTOSTERONE	1	(ST)(QL)(M)	VOGELXO	3	(PA)(QL)(M)
LAXATIVES						
	GAVILYTE-G	1		GOLYTELY	2	
	PEG-3350	1		GOLYTELY	2	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
MENTAL HEALTH ANTIDEPRESSANTS						
	AMITRIPTYLINE	1	(M)			
	BUPROPION	1	(QL)(M)	WELLBUTRIN	3	(ST)(QL)(M)
	CITALOPRAM	1	(QL)(M)	CELEXA	3	(ST)(QL)(M)
	DULOXETINE	1	(QL)(M)	CYMBALTA	3	(ST)(QL)(M)
	ESCITALOPRAM	1	(QL)(M)	LEXAPRO	3	(ST)(QL)(M)
	FLUOXETINE	1	(QL)(M)	PROZAC	3	(ST)(QL)(M)
	MIRTAZAPINE	1	(QL)(M)	REMERON	3	(ST)(QL)(M)
	PAROXETINE	1	(QL)(M)	PAXIL	3	(ST)(QL)(M)
	SERTRALINE	1	(QL)(M)	ZOLOFT	3	(ST)(QL)(M)
	TRAZODONE	1	(QL)(M)			
	VENLAFAXINE	1	(QL)(M)	EFFEXOR XR	3	(ST)(QL)(M)
MENTAL HEALTH ANTIPSYCHOTICS						
	ARIPIPRAZOLE	1	(ST)(QL)(M)	ABILIFY	3	(ST)(QL)(M)
				LATUDA	2	(ST)(QL)(M)
	QUETIAPINE	1	(QL)(M)	SEROQUEL	3	(ST)(QL)(M)
	RISPERIDONE	1	(QL)(M)	RISPERDAL	3	(ST)(QL)(M)
MENTAL HEALTH STIMULANTS						
	AMPHETAMINE	1	(QL)	ADDERALL	3	(QL)
	METADATE	1	(QL)	RITALIN	3	(QL)
	METHYLIN	1	(QL)	RITALIN	3	(QL)
	METHYLPHENID	1	(QL)	CONCERTA	3	(QL)
	METHYLPHENID	1	(QL)	RITALIN	3	(QL)
				VYVANSE	2	(QL)
MIGRAINE						
	RIZATRIPTAN	1	(QL)	MAXALT	3	(ST)(QL)
	SUMATRIPTAN	1	(QL)	IMITREX	3	(ST)(QL)
MUSCLE RELAXANTS						
	BACLOFEN	1				
	CARISOPRODOL (TAB) 350MG	1	(QL)	SOMA (TAB) 350MG	3	(QL)
	CYCLOBENZAPRINE	1		FEXMID	3	
	METHOCARBAM	1		ROBAXIN	3	
	TIZANIDINE	1		ZANAFLEX	3	
OIL-SOLUBLE VITAMINS						
	ERGOCALCIFER	1	(ST)(M)	DRISDOL	3	(ST)
	VITAMIN D	1	(ST)(M)	DRISDOL	3	(ST)
OPHTHALMIC STEROIDS						
				PRED FORTE	3	
				PRED MILD	3	
	PREDNISOLONE	1	(QL)	OMNIPRED	3	(QL)
OPHTHALMICS (EYE) ANTI-INFECTIVES						
	CIPROFLOXACN	1		CILOXAN	3	
	POLYMYXIN	1		POLYTRIM	3	
	TRIMETHOPRIM	1		POLYTRIM	3	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
OPHTHALMICS (EYE) MISC. OPHTHALMICS						
				ALPHAGAN P SOL 0.1%	2	(QL)(M)
	BRIMONIDINE	1	(QL)(M)	ALPHAGAN P SOL 0.15%	3	(QL)(M)
OPHTHALMICS (EYE) PROSTGLANDINS						
	LATANOPROST	1	(QL)(M)	XALATAN	3	(QL)(M)
OPIOID PARTIAL AGONISTS						
				BUNAVAIL	3	(ST)(QL)
	BUPRENORPHIN	1	(QL)			
				SUBOXONE	3	(PA)(QL)
*OSTEOPOROSIS**						
	ALENDRONATE	1	(QL)(M)	FOSAMAX	3	(QL)
PAIN MEDICATIONS NARCOTIC ANALGESICS						
	APAP/CODEINE	1	(QL)	TYLENOL/COD	3	(QL)
	BUT/APAP/CAF	1	(QL)	ESGIC	3	(QL)
	ENDOCET	1	(QL)	PERCOCET	3	(QL)
	FENTANYL	1	(QL)	DURAGESIC	3	(ST)(QL)
	HYDROCO/APAP	1	(QL)	NORCO	3	(QL)
	METHADONE	1	(QL)	DOLOPHINE	3	(ST)(QL)
	MORPHINE SUL	1	(QL)	MS CONTIN	3	(ST)(QL)
	OXYCOD/APAP	1	(QL)	PERCOCET	3	(QL)
	OXYCODONE	1	(QL)	ROXICODONE	3	(QL)
	ROXICET	1	(QL)	PERCOCET	3	(QL)
	TRAMADOL HCL	1	(QL)	ULTRAM	3	(QL)
PAIN MEDICATIONS NON-STEROIDAL ANTI-INFLAMMATORIES						
	CELECOXIB	1	(ST)(QL)(M)	CELEBREX	3	(ST)(QL)(M)
	DICLOFENAC	1	(M)			
	IBUPROFEN	1	(M)			
	MELOXICAM	1	(M)	MOBIC	3	(M)
	NAPROXEN	1	(M)	NAPROSYN	3	(M)
POTASSIUM						
	KLOR-CON	1	(M)	K-TAB	3	(M)
				KLOR-CON M15	3	(M)
	POT CL MICRO	1	(M)			
	POTASSIUM CHLORIDE	1	(M)	K-TAB	3	(M)
*PRENATAL VITAMINS**						
	GENERICS	1	(QL)(M)(AGE)	BRANDS	3	(QL)(M)(AGE)
PROSTATE						
	FINASTERIDE	1	(M)	PROSCAR	3	(M)
	TAMSULOSIN	1	(M)	FLOMAX	3	(M)

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
SEIZURE DISORDER						
	CLONAZEPAM	1	(M)	KLONOPIN	3	(M)
	GABAPENTIN	1	(QL)(M)	NEURONTIN	3	(QL)(M)
	LAMOTRIGINE	1	(QL)(M)	LAMICTAL	3	(ST)(QL)(M)
	LEVETIRACETA	1	(QL)(M)	KEPPRA	3	(ST)(QL)(M)
				LYRICA	3	(QL)(M)
	TOPIRAGEN	1	(QL)	TOPAMAX	3	(ST)(QL)(M)
	TOPIRAMATE	1	(QL)	TOPAMAX	3	(ST)(QL)(M)
STEROIDS						
	DEXAMETHASON	1				
	METHYLPRED	1		MEDROL	3	
	PREDNISONE	1	(M)			
THYROID						
	LEVOTHYROXIN	1	(QL)(M)	SYNTHROID	3	(QL)(M)
	LIOTHYRONINE	1	(M)	CYTOMEL	2	
UNCATEGORIZED						
	ALLOPURINOL	1	(M)	ZYLOPRIM	2	(M)
URINARY ANALGESICS						
	PHENAZOPYRIDINE	1		PYRIDIUM	2	
URINARY INCONTINENCE						
	OXYBUTYNIN	1	(QL)(M)	DITROPAN XL	3	(QL)(M)

appendix B

optional benefits

ASH CHIROPRACTIC OPTIONAL BENEFIT

Your Chiropractic Benefits are administered by American Specialty Health Group, Inc ("ASH"). If you have any questions, concerns, or complaints about your chiropractic Benefits, please call ASH Member Services Department at 800-678-9133, or write to the following address:

American Specialty Health Group Incorporated
Attn: ASH Member Services Department
P.O. Box 509002
San Diego, CA 92150-9002

1. Definitions

This Optional Benefit uses the following capitalized defined terms in addition to Section 16Ð"Definitions" of the Contract. If there is a conflict between these terms and those in Section 16, these terms prevail.

1.1 Administrative Appeals

Administrative Appeals may result from Adverse Benefit Determinations that are based on issues that arise from administrative procedures.

Examples of Administrative Appeals may include the following scenarios:

a. Treatment plan was denied for not meeting authorization and/or claim timeframe requirements.
b. Necessary information was not received from Practitioner according to ASH timelines.

1.2 ASH Quality Management and Improvement ("QI") Program

Those standards, protocols, policies, and procedures adopted by ASH to monitor and improve the quality of clinical care and quality of Services provided to you.

1.3 ASH Service Area

The geographic area in which ASH arranges Chiropractic Services in Utah.

1.4 ASH Utilization Management Program

Those standards, protocols, policies, and procedures adopted by ASH regarding the management, review, and approval of the provision of Covered Chiropractic Services to you.

1.5 Chiropractic Appliances

Chiropractic appliances are support-type devices prescribed by a Participating Chiropractor. Following are the only items that could be covered: elbow supports, back supports (thoracic), cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces/supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units (cervical or lumbar), ankle braces, knee braces, rib supports, and wrist braces.

1.6 Chiropractic Services

The Services rendered or made available to you by a chiropractor for treatment or diagnosis of Musculoskeletal and Related Disorders.

1.7 Clinical Appeals

Clinical Appeals may result from Adverse Benefit Determinations that are based on Medical Necessity, Experimental and/or Investigational treatment, or similar Exclusions or Limitations. Examples of Clinical Appeals may include the following scenarios:

a. Treatment plan was denied or modified due to lack of Medical Necessity.
b. The number of visits requested by the Practitioner did not meet clinical criteria.

1.8 Covered Chiropractic Services

The Chiropractic Services that ASH determines to be Medically Necessary, as limited by this Optional Benefit.

1.9 Emergency Chiropractic Services

Services provided to manage an injury or condition with a sudden and unexpected onset, which manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate clinical attention to result in:

a. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
b. Serious impairment to bodily functions;
c. Serious dysfunction of any bodily organ or part; or
d. Decreasing the likelihood of maximum recovery.

1.10 Medical Necessity/Medically Necessary

Chiropractic Services that are:

a. Necessary, appropriate, safe, effective, and rendered in accordance with professionally recognized, valid, evidence-based standards and guidelines that have been adopted by ASH for its use in determining whether Chiropractic Services are appropriate for reimbursement;
b. Directly applicable to the diagnosis and treatment of a covered condition;
c. Verified by ASH as being rendered for the purpose of reaching a defined and appropriate functional outcome or maximum therapeutic benefit (defined as your return to your pre-illness/pre-injury daily functional status and activity);
d. Rendered in a manner that appropriately assesses and manages your response to the clinical intervention;
e. Rendered for the diagnosis and treatment of a covered condition;
f. Rendered in accordance with the Clinical Services Management Program and Clinical Performance Management Program standards as published in the ASH Chiropractic Provider Operations Manual;
g. Appropriate for the severity and complexity of symptoms and consistent with the covered condition (diagnosis) and appropriate for your response to care; and
h. Not considered to be an elective Chiropractic Service or a Chiropractic Service for any condition that is not a covered condition. Examples of elective services are:

i. Preventive maintenance services;

ii. Wellness services;

iii. Services not necessary to return you to pre-illness/pre-injury functional status and activity; and

iv. Services provided after you have reached maximum therapeutic benefit.

1.11 Musculoskeletal and Related Disorders

Musculoskeletal and Related Disorders are conditions with associated signs and symptoms related to the nervous, muscular, and/or skeletal systems. Musculoskeletal and Related Disorders are conditions typically categorized as structural, degenerative or inflammatory disorders, or biomechanical dysfunction of the joints of the body and/or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

1.12 Out-of-Area Services

Those Emergency Chiropractic Services provided while you are outside the ASH Service Area that would have been the financial responsibility of ASH had the Services been provided within the ASH Service Area. Covered Chiropractic Services that are to be provided outside the ASH Service Area, and are arranged by ASH for assigned Members, are not considered Out-of-Area Services.

1.13 Participating Chiropractor

A participating chiropractor is a chiropractor who is duly licensed to practice chiropractic in the state in which they provide the Service and who has entered into an agreement with ASH to provide covered Chiropractic Services to you.

2. Using Your Chiropractic Benefits

Using your chiropractic Benefits is easy. Simply use a Participating Chiropractor listed in the Chiropractic Provider Directory.

You may receive Covered Chiropractic Services from any Participating Chiropractor without a referral. Except for Medically Necessary Emergency Chiropractic Services, ASH will not pay for Services received from any nonparticipating Chiropractor.

3. Preauthorization/Utilization Management and Quality Improvement

After the initial examination, the Participating Chiropractor must obtain Preauthorization for any additional Covered Chiropractic Services that you receive. The Participating Chiropractor will be responsible for filing all claims with ASH. You must cooperate with ASH in the operation of its Utilization Management and Quality Improvement Programs.

4. Emergency Chiropractic Services

You may receive Emergency Chiropractic Services from any chiropractor, including an out-of-network chiropractic Provider if the delay caused by seeking immediate chiropractic attention from a Participating Chiropractor could decrease the likelihood of maximum recovery. ASH will pay the out-of-network chiropractic Provider for the Emergency Chiropractic Service to the extent they are Covered Chiropractic Services.

5. Types of Covered Chiropractic Services

Each office visit to a Participating Chiropractor, as described below, requires a Copay by you at the time Covered Chiropractic Services are provided. A maximum number of visits per calendar Year will apply to each Member as specified in your Member Payment Summary.

a. A new patient examination is performed by a Participating Chiropractor to determine the nature of your problem, and if Covered Chiropractic Services appear warranted, a Medical Necessity Review Form (MNR Form) is prepared by the Participating Chiropractor. A new patient examination will be provided for each new patient. A Copay will be required.
b. An established patient examination may be performed by the Participating Chiropractor to assess the need to continue, extend or change an MNR Form approved by ASH. A reevaluation may be performed during a subsequent office visit or separately. If performed separately, a Copay is required.
c. Subsequent office visits, as set forth in an MNR Form approved by ASH, may involve an adjustment, a brief re-examination, and other Services in various combinations. A Copay will be required for each visit to the office.
d. Adjunctive therapy, as set forth in an MNR Form approved by ASH, may involve modalities such as ultrasound, hot packs, cold packs, electrical muscle stimulation, and other therapies.
e. X-rays and lab tests are payable in full when prescribed by a Participating Chiropractor and authorized by ASH. Radiological consultations are a covered Benefit when authorized by ASH as Medically Necessary and provided by a licensed chiropractic radiologist, medical radiologist, radiology group, or Hospital that has contracted with ASH to provide those services.
f. Chiropractic appliances are payable up to a maximum of $50.00 per year when

prescribed by a Participating Chiropractor and approved by ASH.

6. Chiropractic Exclusions and Limitations

ASH will not pay for or otherwise cover the following:

a. Any Services or treatments not authorized by ASH, except for a new patient examination and Emergency Chiropractic Services;
b. Any Services or treatments not delivered by a Participating Chiropractor for the delivery of chiropractic care to you, except for Emergency Chiropractic Services; services that are provided pursuant to a continuity of care plan approved by ASH Networks; or services that are provided upon referral by ASH Networks in situations where such services are not available and accessible to a Member from a Contracted Practitioner within the Service Area;
c. Services for examinations (other than an initial examination to determine the appropriateness of Chiropractic Services)and/or treatments for conditions other than those related to Musculoskeletal and Related Disorders;
d. Hypnotherapy, behavior training, sleep therapy, and weight programs;
e. Thermography;
f. Services, lab tests, x-rays, and other treatments not documented as Medically Necessary, as appropriate, or classified as Experimental and/or Investigational, or as being in the research stage, as determined in accordance with professionally recognized standards of practice;
g. Services that are not documented as Medically Necessary;
h. Services for children 12 and younger;
i. Magnetic resonance imaging (MRI), CAT scans, and any types of diagnostic radiology;
j. Transportation costs including local ambulance charges;
k. Education programs, nonmedical self-care or self-help, or any self-help physical exercise training or any related diagnostic testing;
l. Services or treatments for pre-employment physicals or vocational rehabilitation;
m. Any services or treatments caused by or arising out of the course of employment or covered under any public liability insurance;
n. Air conditioners, air purifiers, therapeutic mattresses, supplies, or any other similar devices or appliances, all chiropractic appliances, or Durable Medical Equipment, except as specified herein;
o. All chiropractic appliances or Durable Medical Equipment, except as specified herein;
p. Prescription drugs or medicines including a non-legend or proprietary medicine or medication not requiring a prescription order;
q. Services provided by a chiropractor practicing outside of the Service Area, except for Emergency Chiropractic Services.
r. Hospitalization, anesthesia, manipulation under anesthesia, or other related services;
s. All auxiliary aids and services, including interpreters, transcription services, written materials, telecommunication devices, telephone handset amplifiers, television decoders, and telephones compatible with hearing aids;
t. Adjunctive therapy not associated with spinal, muscle, or joint manipulation;
u. Vitamins, minerals, nutritional supplements, injectable supplements and injection services, or other similar products;
v. Any services or treatments that are furnished before the date the Member becomes eligible or after the date the member ceases to be eligible under the Member's plan;
w. Massage Therapy, venipuncture, or Natural childbirth services;

x. Services rendered in excess of visits or benefit maximums;
y. Any service or supply that is not permitted by state law with respect to the provider's scope of practice;
z. Any services provided by a person who is a Family Member. Family Member means a person who is related to the covered person in any of the following ways: spouse, domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child). A Family Member also includes individuals who normally live in the covered person's household; or
aa. Any services rendered for elective or maintenance care (e.g., services provided to a Member whose treatment records indicate he or she has reached Maximum Therapeutic Benefit).

7. This Optional Benefit

This Optional Benefit is subject to all provisions, Limitations, Exclusions, and agreements of the Certificate of Coverage and the Contract (available from your employer).

8. Claims And Appeals

ASH will follow administrative processes and safeguards designed to ensure and to verify that Benefit claim determinations are made in accordance with the provisions of this Optional Benefit administered by ASH and that the provisions have been applied consistently with respect to similarly situated Claimants.

8.1 Defined Terms

This section uses the following additional (capitalized) defined terms:

8.1.1 Adverse Benefit Determination

Any of the following: a Rescission of coverage or a denial, reduction, or termination of a claim for Benefits, or a failure to provide or make payment for such a claim in whole or in part, including determinations related to a Claimant's Eligibility, the application of a review under ASH Utilization Management Program, and determinations that particular Services are Experimental and/or Investigational or not Medically Necessary or appropriate.

8.1.2 Appeal(s)

Review by ASH of an Adverse Benefit Determination or the negative outcome of a Preservice Inquiry.

8.1.3 Authorized Representative

Someone you have designated to represent you in the claims or Appeals process. To designate an Authorized Representative, you must provide written authorization on a form provided by the Appeals Department or ASH Member Services. However, where an Urgent Preservice Claim is involved, a healthcare professional with knowledge of the medical condition will be permitted to act as your Authorized Representative without a prior written authorization. In this section, the words you and your include your Authorized Representative.

8.1.4 Benefit Determination

The decision by ASH regarding the acceptance or denial of a claim for Benefits.

8.1.5 Claimant

Any Subscriber or Member making a claim for Benefits. Claimants may file claims themselves or may act through an Authorized Representative. In this section, the words you and your are used interchangeably with Claimant.

8.1.6 Concurrent Care Decisions

Decisions by ASH regarding coverage of an ongoing course of treatment that has been approved in advance.

8.1.7 External Review

A review by an outside entity, at no cost to the Member, of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination).

8.1.8 Final Internal Adverse Benefit Determination

An Adverse Benefit Determination that has been upheld by ASH at the completion of the mandatory Appeals process.

8.1.9 Independent Review Organization (IRO)

An entity that conducts independent External Reviews.

8.1.10 Postservice Appeal

A request to change an Adverse Benefit Determination for Services you have already received.

8.1.11 Postservice Claim

Any claim related to care or treatment that has already been received by the Member.

8.1.12 Preservice Appeal

A request to change an Adverse Benefit Determination on a Preservice Claim.

8.1.13 Preservice Claim

Any claim related to care or treatment that has not been received by the Member.

8.1.14 Preservice Inquiry

Your verbal or written inquiry to ASH regarding the existence of coverage for proposed Services that do not involve a Preservice Claim, i.e., does not require prior approval for you to receive full Benefits. Preservice Inquiries are not claims and are not treated as Adverse Benefit Determinations.

8.1.15 Urgent Preservice Claim

Any Preservice Claim that if subject to the normal timeframes for determination could seriously jeopardize your life, health, or ability to regain maximum function or that, in the opinion of your treating Physician, would subject you to severe pain that could not adequately be managed without the requested Services. Whether a claim is an Urgent Preservice Claim will be determined by an individual acting on behalf of ASH applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that your treating Physician determines is an Urgent Preservice Claim will be treated as such.

8.2 How to Make a Preservice Inquiry

Preservice Inquiries should be directed to ASH Member Services at 1-800-678-9133.

8.3 How to File a Claim for Benefits

8.3.1 Urgent Preservice Claims

In order to file an Urgent Preservice Claim, you must provide ASH with:

a. Information sufficient to determine to what extent Benefits are covered by the Plan; and
b. A description of the medical circumstances that give rise to the need for expedited review.

Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing an Urgent Preservice Claim, ASH will notify you of the failure and the proper procedures to be followed. ASH will notify you as soon as reasonably possible, but no later than 24 hours after receiving the claim. This notice may be verbal unless you specifically request otherwise in writing.

Notice of a Benefit Determination will be provided as soon as possible, taking into account the medical circumstances, but no later than 72 hours after receipt of the claim. However, if ASH gives you notice of an incomplete claim, the notice will give you at least 48 hours to provide the requested information. ASH will then provide a notice of Benefit Determination within 48 hours after receiving the specified information or the end of the period of time given you to provide the information, whichever occurs first. If the Benefit Determination is provided verbally, it will be followed in writing no later than three days after the verbal notice.

If the Urgent Preservice Claim involves a Concurrent Care Decision, notice of the Benefit Determination will be provided as soon as possible but no later than 24 hours after receipt of your claim for extension of treatment or care, as long as the claim is made at least 24 hours before the prescribed period of time expires or the prescribed number of treatments ends.

8.3.2 Other Preservice Claims

The procedure for filing most Preservice Claims (Preauthorization) is set forth in Section 11Ð"Healthcare Management." If there is any other Benefit that would be subject to a Preservice Claim, you may file a claim for that Benefit by contacting ASH Member Services. Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing a Preservice Claim, ASH will provide notice of the failure and the proper procedures to be followed. This notification will be provided as soon as reasonably possible, but no later than five days after receipt of the claim, and may be verbal unless you specifically request it in writing.

Notice of a Benefit Determination will be provided in writing within a reasonable period appropriate to the medical circumstances, but no later than 15 days after receipt of the claim. However, ASH may extend this period for up to an additional 15 days if ASH: (1) determines that such an extension is necessary due to matters beyond its control; and (2) provides you written notice, prior to the end of the original 15-day period, of the circumstances requiring the extension and the date by which ASH expects to render a decision. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will describe the required information, and you will be given 60 days from your receipt of the notice to provide the requested information.

Notice of an Adverse Benefit Determination regarding a Concurrent Care Decision will be provided sufficiently in advance of any termination or reduction of Benefits to allow you to Appeal and obtain a determination before the Benefit is reduced or terminates.

8.3.3 Postservice Claims

a. Participating Practitioner(s) and Facilities. Participating Practitioner(s) and Facilities file Postservice Claims with ASH and ASH makes payment to the Providers and Facilities.
b. Nonparticipating Practitioner(s) and Facilities. Nonparticipating Practitioner and Facilities are not required to file claims with ASH. If a Nonparticipating Practitioner or Facility does not submit a Postservice Claim to ASH or you pay the Nonparticipating Practitioner or Facility, you must submit the claim in writing in a form approved by ASH. Call ASH Member Services or your employer to find out what information is needed to submit a Postservice Claim. All claims must be received by ASH within a 12-month period from the date of the expense or as soon as reasonably possible. Claims received outside of this timeframe will be denied.

Notice of Adverse Benefit Determinations will be provided in writing within a reasonable period of time, but no later than 30 days after receipt of the claim. However, ASH may extend this period for up to an additional 15 days if ASH: (1) determines that such an extension is necessary due to matters beyond its control; and (2) provides you written notice, prior to the end of the original 30-day period, of the circumstances requiring the extension and the date by which ASH expects to render a decision.

The applicable time period for the Benefit Determination begins when your claim is filed in accordance with ASH's procedures, even if you have not submitted all the information necessary to make a Benefit Determination.

8.4 Problem Solving

ASH is committed to making sure that any concerns or problems regarding your claims are investigated and resolved as soon as possible. Many situations can be resolved informally by contacting ASH Member Services at 800-678-9133.

8.5 Formal Appeals

If you are not satisfied with the result of working with ASH Member Services, you may file a written formal Appeal of any Adverse Benefit Determination or the negative outcome of a Preservice Inquiry. Written formal Appeals should be sent to the ASH Appeals Department. As the delegated claims review fiduciary under your Employer's Plan, ASH will conduct a full and fair review of your Appeal and has final discretionary authority and responsibility for deciding all matters regarding Eligibility and coverage.

8.5.1 General Rules and Procedures

You will have the opportunity to submit written comments, documents, records, and other information relating to your Appeal. ASH will consider this information regardless of whether it was considered in the Adverse Benefit Determination.

During an Appeal, no deference will be afforded to the Adverse Benefit Determination, and decisions will be made by fiduciaries who did not make the Adverse Benefit Determination and who do not report to anyone who did. If the Adverse Benefit Determination was based on medical judgment, including determinations that Services are Experimental and/or Investigational or not Medically Necessary, the fiduciaries during any Appeal will consult with a medical professional with appropriate training and experience in the appropriate field of medicine and who was neither consulted in connection with the Adverse Benefit Determination nor is the subordinate of such an individual. Upon request, you will be provided the identification of any medical expert(s) whose advice was obtained on behalf of ASH in connection with the Adverse Benefit Determination, whether or not the advice was relied upon in making the Adverse Benefit Determination.

Before ASH can issue a Final Internal Adverse Benefit Determination, you will be provided with any new or additional evidence or rationale considered, relied upon, or generated by us in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a Final Internal Benefit Determination is required to be provided to give you a reasonable opportunity to respond prior to the date.

8.5.2 Form and Timing

All requests for an Appeal of an Adverse Benefit Determination (other than those involving an Urgent Preservice Claim) must be in writing and should include a copy of the Adverse Benefit Determination and any other pertinent information that you want ASH to review in conjunction with your Appeal. Send all information to the ASH Appeals Department at the following address:

ASH Appeals Coordinator
P.O. Box 509001
San Diego, CA 92150-9002

You may Appeal an Adverse Benefit Determination of an Urgent Preservice Claim on an expedited basis either verbally or in writing. You may Appeal verbally by calling the ASH Appeals Department at 800-678-9133.

If the request is made verbally, the ASH Appeals Department will within 24 hours send written confirmation acknowledging the receipt of your request.

You may also formally Appeal the negative outcome of a Preservice Inquiry by writing to the ASH Appeals Department at the address above. You should include any information that you wish ASH to review in conjunction with your Appeal.

You must file a formal Appeal within 180 days from the date you received notification of the Adverse Benefit Determination or made the Preservice Inquiry, as applicable.

Appeals that do not comply with the above requirements are not subject to review by ASH or legal challenge.

8.5.3 Appeals Process

As described below, the Appeals process differs for Preservice Claims and Postservice Claims. In each case, there are both mandatory and voluntary reviews. For purposes of the Appeals process only, Preservice Inquiries will be treated like Preservice Claims.

You must exhaust all mandatory reviews before you may pursue civil action under ERISA Section 502(a).It is your choice, however, whether or not to seek voluntary review, and you are not required to do so before pursuing civil action. ASH agrees that any statute of limitations or other legal defense based on timeliness is suspended during the time that any voluntary Appeal is pending. Your decision whether or not to seek voluntary review will have no effect on your rights to any other Benefits. ASH will provide you, upon request, sufficient information to enable you to make an informed decision about whether or not to engage in a voluntary review.

After a mandatory review process, you may choose to pursue civil action under ERISA Section 502(a).Failure to properly pursue the mandatory Appeals process may result in a waiver of the right to challenge ASH's original decision.

8.5.4 Preservice Appeals

The process for appealing a Preservice Claim provides one mandatory review, possible voluntary reviews, and the right to pursue civil action under ERISA Section 502(a).

Mandatory Review

Your Appeal will be investigated by the Appeals Department. All relevant, available information will be reviewed. The Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

Voluntary Review

After completing the mandatory review process described above, you may pursue a voluntary External Review or a voluntary internal review. However, External Review is only available in the circumstances described below. If you choose to pursue a voluntary External Review, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review, you must complete the Independent Review Request Form. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination.

An authorization to obtain medical records may be required. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified by the IRO of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may first request a review of your Appeal by the ASH Grievance Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you the Final Internal Adverse Benefit Determination. ASH will notify you of the result of the review in writing within 30 days of the date you requested the review. If you are not satisfied with the decision made by the ASH Grievance Committee, you may request a review by the ASH Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the ASH Grievance Committee notifies you of its decision.

8.5.5 Postservice Appeals

The process for appealing a Postservice Claim provides two mandatory reviews, possible voluntary reviews, and the right to pursue civil action under ERISA Section 502(a).

First Mandatory Review

Your Appeal will be investigated by the ASH Appeals Department. All relevant information will be reviewed and the Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

Second Mandatory Review

If you are dissatisfied with the decision of the first mandatory review, you may request further consideration. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its Appeal decision. ASH will notify you of the result of the second mandatory review in writing within 30 days of the date you requested the review.

Voluntary Review

After completing the mandatory review process described above, you may pursue either a voluntary External Review process or a voluntary internal review process. However, External Review is only available in the circumstances described below. If you choose to pursue the voluntary External Review process, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review you must complete the Independent Review Request Form. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date of ASH's Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a voluntary internal review of your Final Internal Adverse Benefit Determination by the ASH Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its decision.

DOMESTIC PARTNER OPTIONAL BENEFIT

1. Your Domestic Partner Benefits

This Optional Benefit provides coverage for domestic partners when the following criteria are met:

A person of the same or opposite sex who:

a. Shares the employee's permanent residence;
b. Has resided with the employee for no less than 12 months;
c. Is not younger than 18;
d. Is not married to, or is not a Domestic Partner or tax dependent of, another person;
e. Is not so closely related by blood to the employee that a legal marriage would otherwise be prohibited;
f. Has either 1) registered as a Domestic Partner with the employee in a state, city, or county which has a registration procedure for the Domestic Partners or 2) signed jointly with the employee in a notarized "Declaration of Domestic Partnership" that is submitted to the Employer; and
g. Is financially interdependent with the employee and has proven such interdependence to the Employer by providing documentation of at least two of the following arrangements:

    i. Common ownership of real property or a common leasehold interest in such property;

    ii. Common ownership of a motor vehicle;

    iii. A joint bank account or a joint credit account;

    iv. Designation as a beneficiary for life insurance or retirement benefits or under the employee's will;

    v. Assignment of durable power of attorney;

    vi. Such other proof as is considered by the Employer to be sufficient to establish financial interdependency under the circumstances of the particular situation.

2. Eligibility

a. You may enroll yourself, a Domestic Partner, and Dependents of the Domestic Partner in the Employer's Plan during your Initial Eligibility Period, during an Annual Open Enrollment period, or under a Special Enrollment Right.
b. If you are enrolled in this coverage (or are eligible to be covered but declined during a previous enrollment period), and gain a Domestic Partner, then you may enroll the Domestic Partner (and yourself), if not otherwise enrolled) in the Employer's Plan within 31 days of certification of the partnership.
c. You may terminate the coverage of a Domestic Partner when: (1) the Domestic Partner dies; (2) the Domestic Partnership ends and you submit a "Declaration of Termination of a Domestic Partnership" to your Employer; (3) the Domestic Partner marries; or (4) you stop sharing the same principal residence with the Domestic Partner.
d. Once you terminate the coverage of a Domestic Partner, you must wait 12 months from the termination of such partnership to provide coverage for a former or new Domestic Partner.
e. Your employer must treat Domestic Partners the same as married individuals for all its employee health benefits plans.
f. Your employer must ensure that all other carriers providing employee health coverage offer Domestic Partner coverage with provisions similar to SelectHealth's.

2016

Medical Contract

GROUP APPLICATION

Product	**Select Med PLUS**
Employer	**WEST VALLEY CITY**
Employer Contact	**PAUL ISAAC**
Employer Address	**3600 S 2700 W**
	WEST VALLEY CITY, UT 84119

Affiliated Businesses/Subsidiaries Covered by this Application

Employer is hereby applying for, and agreeing to, the terms of the attached Group Health Insurance Contract with SelectHealth, 5381 Green Street, Murray, Utah 84123. SelectHealth is entering into this Contract in reliance upon the underwriting information supplied by the employer, which shall be considered to be material representations of fact by employer to SelectHealth. SelectHealth and employer agree upon the following:

1. Monthly Premiums.

On or before the first day of each month, employer shall pay the following Premiums to SelectHealth:

$ 482.60	for each single party enrollment
$ 1034.30	for each Subscriber plus spouse enrollment
$ 1034.30	for each Subscriber plus child enrollment
$ 1392.20	for each Subscriber plus children enrollment
$ 1392.20	for each family enrollment

2. Eligibility, Prepayment and Enrollment Criteria.

In order to be Eligible, your employees and their Dependents must meet the criteria for participation and enrollment specified in this Group Application and elsewhere in the Contract. A person may only be considered an employee if the employer withholds and pays to the government Social Security and Medicare taxes and income tax withholding on the employee's wages.

2.1 Scheduled hours of work per week.

Employees must be scheduled to work 20 hours per week to be Eligible for coverage under the Plan, unless the employer is required to offer them coverage under the Affordable Care Act. During the Employer Waiting Period, the employee must work the minimum required hours except for paid time off or time the employee does not work due to health status, a medical condition, the receipt of health care, or disability. SelectHealth may require documentation to verify the number of hours an employee has worked.

2.2 Portion of Premium employer must contribute.

80% for all tiers

2.3 Limiting Age.

Children are eligible to the age of 26 except where the child meets the criteria for disabled children specified in Section 2-"Eligibility" of the Certificate.

2.4 Retirees.

Retirees are covered. Refer to Section 4.2.

2.5 Domestic Partners.

Domestic partners are covered. Refer to the Domestic Partner Optional Benefit in Appendix B-"Optional Benefits" of the Certificate.

2.6 Leave of Absence.

Eligible employees may be granted up to a 60 day leave of absence by employer or up to the time allowed for a qualifying leave under the Family Medical Leave Act. Leave time can only be accrued and used by the employee using the leave time. Leave banks beyond what is required by the FMLA, i.e. where employees share or purchase leave time from other employees, are not allowed.

2.7 Initial Eligibility Period.

The Initial Eligibility Period is 31 days.

2.8 Waiting Period.

There is no Employer Waiting Period for employees and the Effective Date is the first day of the next calendar month following the date of employment. There is no Employer Waiting Period for employees hired on the first of the month and the Effective Date for these employees is the date of employment.

2.9 Other employees.

Leased employees and independent contractors are not Eligible for coverage by SelectHealth.

2.10 Termination.

Coverage will terminate on the end of the calendar month in which Subscriber and/or Dependents lose Eligibility. When a loss of Eligibility is not reported in a timely fashion as required by the Contract and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

3. Duration of Contract.

This Contract is effective on July 1, 2016 to June 30, 2017, for a term of 12 months.

4. Additional Terms.

4.1 Certificates of Creditable Coverage.

SelectHealth will provide the certificates of creditable coverage required under the Health Insurance Portability and Accountability Act of 1996. SelectHealth will not be responsible for sending certificates to any employee that may have terminated employment while still in an Employer Waiting Period (i.e., before the employee's Effective Date).

4.2 Additional Eligibility.

The Member must live, work, or reside in the Service Area of this product, as detailed in Certificate provision 4.2.3 “Leaving the Service Area”.

A pre-65 retiree is any employee who retires from the City and can receive an immediate benefit from the Utah State Retirement System, or any appointed employee or elected official who completes four years of service, (vesting period) with West Valley City or an elected official, i.e. Mayor or City Council member who completes their term of office and is not re-elected.

Employees who are currently covered under an insurance plan through COBRA may be eligible to receive this retirement benefit if allowed under COBRA regulations and the attached Contract. COBRA eligibility/ coverage runs concurrently while covered under a retiree plan. For example, if an employee retires and is eligible for the Pre-65 or Post-65 retiree medical plan, and selects coverage, COBRA eligibility is automatically in effect.

A post-65 retiree is anyone who is active on the plan prior to reaching the age of 65 who has retired under the definition above, and who elects to continue coverage.

It should also be noted that an employee, if active on the plan prior to retirement, may elect any kind of coverage, i.e. family, 2-party, or single, as long as the employee is part of the plan. A retiree cannot just cover his/her spouse without being covered as well. In the event of a death, the surviving spouse of the retiree may continue coverage as long as premiums are paid in full to the City. Coverage is terminated if the spouse remarries, or otherwise becomes eligible for other medical insurance. Post-65 retirees must sign up for Medicare Part A & B when eligible.

A pre-65 retiree may only be on the pre-65 retiree plan for a maximum of 10 years. COBRA eligibility runs concurrently while being covered under the plan.

Retirees who obtain other coverage shall lose eligibility on the West Valley City plan as of the effective date of the other insurance.

Product: **Select Med PLUS**

Effective Date: **July 1, 2016**

Acknowledged and agreed:

Employer: **WEST VALLEY CITY**

By: _____

Printed Name: _____

Title: _____

Date: _____

SelectHealth:

By: _____

Printed Name: Patricia R. Richards

Title: President / Chief Executive Officer

Date: 5/13/2016

medical
contract

selecthealth®

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SECTION 1 INTRODUCTION

1.1 Contract

This group health insurance contract (Contract) is made between SelectHealth, Inc. (we or us) and the employer indicated in the Group Application (you). In exchange for your payment of Premium, we provide defined healthcare Benefits to Members. Any payment of Premium will constitute your agreement to the terms of the Contract, regardless of whether you have actually signed the Group Application.

1.2 SelectHealth

SelectHealth is an HMO licensed by the State of Utah located at 5381 Green Street, Murray, Utah 84123. We are affiliated with Intermountain Healthcare, but are a separate company. The Contract does not involve Intermountain Healthcare or any other affiliated Intermountain companies, or their officers or employees. Such companies are not responsible for our obligations or actions.

1.3 Agency

You do not have the authority to act as our agent. We are not your agent for any purpose. You agree to act in a timely and diligent manner as the agent of your Subscribers for certain purposes, such as enrollment and termination procedures, providing consent to release information, and agreeing to the conditions in the Contract.

1.4 Administration of Contract

We may adopt reasonable policies, rules, and procedures to help in the administration of the Contract. You agree to abide by all such reasonable policies, rules, and procedures that are not inconsistent with the Contract.

1.5 ERISA and SelectHealth's Authority

If the Contract is part of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), you or your designated employee(s) will be the plan administrator and in that capacity hereby delegate to us the following discretionary authority:

Benefits under the Contract will be paid only if we decide in our discretion that the Claimant is entitled to them. We also have discretion to determine Eligibility for Benefits and to interpret the terms and conditions of the benefit plan. Our determinations under this reservation of discretion do not prohibit or prevent a Claimant from seeking judicial review in federal court.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when a Claimant seeks judicial review of our determination of Eligibility for Benefits, the payment of Benefits, or interpretation of the terms and conditions applicable to the health benefit plan.

We are an insurance company that insures the Employer Plan and the federal court will determine the level of discretion that it will accord our determinations.

If the Contract is not part of an employee benefit plan subject to ERISA, this Provision 1.5 does not apply and is not considered part of the Contract.

SECTION 2 PREMIUM

2.1 Employer Responsibility

Coverage under the Contract is contingent upon your timely payment of Premium. The monthly Premium amount and due date are set forth in the Group Application. Your obligation to make Premium payments is not contingent upon your ability to collect any Subscriber contributions.

2.2 Premium Rates

The Premium rates specified in the Group Application will remain the same until the end of the Contract term. However, we may reasonably modify the Premium if federal or state laws or regulations mandate that we adjust Benefits under the Contract.

2.3 Grace Period

There is a 30-day Grace Period for the payment of Premium. We will continue to pay Benefits during the Grace Period, but you will be responsible for reimbursing us for the amount of any Benefits paid if you fail to pay Premium.

2.4 Refund of Premium

We are entitled to offset from any refund the amount of any claims paid for such individuals before you notified us that they were not Eligible.

SECTION 3 COVERAGE

3.1 Certificate of Coverage

We will provide you with a copy of each applicable Certificate of Coverage, which describes the Benefits offered under the Contract in exchange for your payment of Premium.

3.2 Administrative Processes

We establish reasonable administrative processes for claims adjudication, Member Services, Healthcare Management, and other functions. Members and Participating Providers and Facilities are required to cooperate with these processes when obtaining and providing Covered Services.

3.3 No Vested Rights

No Member has a vested right to any Covered Services. Changes to the Contract may be made without consulting with, or obtaining the consent of, Members. The rights and interest of Members at any particular time depend on the Contract terms in effect at that time.

SECTION 4 ELIGIBILITY AND ENROLLMENT

4.1 Eligibility

In consultation with us, you decide which categories of employees, retirees and Dependents are Eligible to become Members and establish related Eligibility requirements. The Eligibility criteria are specified in the Certificate of Coverage and the Group Application. You may not change, extend, expand, or waive the Eligibility criteria without first obtaining the advance, written approval of an officer of SelectHealth. Only individuals who continuously satisfy the Eligibility criteria of the Contract may be enrolled and continue as Members. You, your Subscribers, and their Dependents are responsible for obtaining and submitting to us evidence of Eligibility.

4.2 Changes in Member Information or Eligibility

You must notify us within 31 days whenever there is a change in a Member's situation that may affect Eligibility or enrollment. This includes the following events:

a. Adoption of a child, birth of a child, or gaining legal guardianship of a child;

b. Child loses Dependent status;

c. Death;

d. Divorce;

e. Marriage;

f. Involuntary loss of other coverage;

g. Member called to active military duty;

h. You receive a Qualified Medical Child Support Order (QMCSO);

i. Reduction in employment hours;

j. Subscriber takes, returns from, or does not return from a leave of absence;

k. Termination of employment; and

l. Other events as required by federal law.

If you fail to notify us within 31 days of a Member's termination from employment or other event that results in the loss of a Member's Eligibility, you agree to promptly pay us any amounts paid as Benefits for such Member before we were notified.

4.3 Enrollment

In order for an Eligible individual to receive Benefits, you must enroll the individual, we must accept the individual as a Member, and you must pay the applicable Premiums. You agree to limit enrollment to Subscribers and their Dependents. You are responsible for submitting the enrollment materials we require.

4.4 Enrolling a Dependent Because of a Court Order

We will enroll Dependents as the result of a valid court order. Compliance with, and administration of, court orders, including Qualified Medical Child Support Orders (QMCSO's), is your responsibility. When you direct us to enroll an individual on the basis of a QMCSO, we reserve the right to review and confirm that the order is qualified.

4.5 COBRA or Utah mini-COBRA Coverage (Continuation Coverage)

Continuation Coverage is your obligation. We are not the administrator of Continuation Coverage procedures and requirements. We agree to assist you in providing Continuation Coverage in certain circumstances. It is your responsibility to timely: notify persons entitled to Continuation Coverage, notify us of such individuals, and collect and submit to us all applicable Premiums. If the Contract is terminated, Continuation Coverage with us will terminate. You are responsible for obtaining substitute coverage. You may engage the services of a third party contractor to assist with the administration of Continuation Coverage.

4.5.1 Minimum Extent

Continuation Coverage will only be provided for the minimum time and only to the minimum extent required by applicable state and federal law. We will not provide Continuation Coverage if you or the Member fails to strictly comply with all applicable notice and other requirements and deadlines.

4.5.2 Documentation

You are required to provide sufficient documentation of a Member's eligibility for Continuation Coverage. We determine whether the documentation is sufficient.

4.6 Right to Decline Enrollment

We may decline to enroll individuals who do not satisfy the Eligibility criteria of the Contract.

SECTION 5 RESPONSIBILITIES OF THE PARTIES

5.1 Compliance

Each party is responsible for its own compliance with applicable laws, rules, and regulations. For you, this includes the reporting and disclosure requirements of ERISA, all applicable requirements under Titles I and II of HIPAA, and any other state and federal requirements that apply to the Employer Plan. You must notify us when you receive Medicare secondary payer information.

5.2 Indemnification

We agree to defend and indemnify you from and against any claims or other liability based upon our failure to comply with our obligations under the Contract.

You agree to defend and indemnify us from and against any claims or other liability based upon your failure to comply with your obligations under the Contract.

5.3 Reports

We will help you comply with applicable federal reporting requirements by providing you with necessary Benefits information in our possession.

5.4 Internal Revenue Code (IRC) Section 6055 Reporting

You agree to request the Social Security Numbers of your Employees and their Dependents, and provide this information to us, in the time and manner required by IRC Section 6055.

5.5 Summary of Benefits and Coverage (SBC)

We agree to provide you with an SBC as defined by the Affordable Care Act (ACA). You agree to distribute the SBC to eligible individuals in the time and manner required by applicable law. We agree to provide the Uniform Glossary of Terms, as defined by the ACA, on our website. We also agree to distribute the SBC and Uniform Glossary of Terms created by us to those Members who contact us directly. You agree to indemnify and hold us harmless in the event that you fail to make any required distributions of the SBC, make any modifications to the SBC, or decide to use your own SBC.

SECTION 6 TERMINATION

6.1 Reasons for Termination

The Contract, and coverage for all Members under the Contract, can terminate for the reasons listed below.

6.1.1 Termination by Employer

You may terminate the Contract by providing us with written notice prior to the date you wish coverage to end. If you properly notify us, coverage will terminate on the last day of the month for which Premium has been paid. We will not accept retroactive termination dates.

6.1.2 Termination of Employer Group by SelectHealth

Your coverage under the Contract may be terminated for any of the following reasons:

a. You fail to pay Premiums in accordance with the Contract. Partial payment will be treated as nonpayment unless we, at our sole discretion, indicate otherwise in writing;

b. You perform an act or practice that constitutes fraud or make an intentional misrepresentation of material fact under the terms of the coverage;

c. No Members live, reside, or work in the Service Area;

d. Your membership in an association, through which the Contract was made available, ceases;

e. We cease to offer this particular health benefit product in accordance with applicable state and federal law. In such instance, we will give you at least 90 days advance notice;

f. We withdraw from the market in accordance with applicable state and federal law. In such instance, we will give you at least 180 days advance notice; or

g. You fail to satisfy our minimum participation requirements, if applicable.

6.1.3 Employer Notice of Termination to Subscribers

It is your responsibility to provide Subscribers a 30-day written notice of the Contract's termination. We will provide you a sample notice upon request.

6.2 Rescission

Rescission may only occur for fraud or intentional misrepresentation of material fact. You agree to only request a Member's Rescission in these limited circumstances and to hold SelectHealth harmless for any improper Rescission that you request.

6.3 Liability for Services After Termination

We do not cover Services obtained after the date of termination, regardless of when a condition arose and despite care or treatment anticipated or already in progress.

SECTION 7 GENERAL

7.1 Binding Effect

The Contract contains the entire agreement between the parties. In the event you have received a written proposal, your compliance with the minimum enrollment and underwriting factors set forth in the proposal is a condition to the effectiveness of the Contract. The Contract is binding upon you, us, Members and their heirs, personal representatives and assignees.

7.2 Partial Invalidity

If any provision of the Contract is held to be unenforceable, it will be deemed to be omitted and the remaining provisions shall continue in full force and effect.

7.3 Non-Assignability

The parties to the Contract agree that they may not transfer or assign their rights or obligations without the advance written approval of the other party.

7.4 Choice of Law

The Contract will be interpreted and enforced according to the laws and regulations of the State of Utah and any applicable federal laws or regulations. If an inconsistency exists between the Contract and any applicable law, the Contract will be construed to include the minimum requirements of the applicable law.

7.5 Right to Audit Employer Records

We reserve the right to audit your personnel and/or payroll records to verify the status and Eligibility of Members.

7.6 Term

The term of the Contract is specified in the Group Application.

7.7 Circumstances Beyond Control

Neither party will be responsible for a delay in performing its obligations under the Contract due to circumstances reasonably beyond its control, such as natural disaster, epidemic, riot, war, terrorism, or nuclear release.

7.8 Workers' Compensation Insurance

The Contract does not provide or replace workers' compensation coverage for your employees.

7.9 No Waiver

Failure by either party to insist upon strict compliance with any part of the Contract or with any procedure or requirement will not result in a waiver of its right to insist upon strict compliance in any other situation.

7.10 Notices

All required notices shall be sent by at least first class mail.

a. Any notice we are required to send will be sufficient if mailed to the address we have on record.

b. Any notice we are required to send to a Dependent will be sufficient if given to the Subscriber.

c. Any notice you are required to send to us will be sufficient if mailed to the principal office of SelectHealth in Murray, Utah.

d. We do not provide COBRA notification services.

SECTION 8 DEFINITIONS

The Contract contains certain defined terms that are capitalized in the text and described in this section. Words that are not defined have their usual meaning in everyday language.

8.1 Affordable Care Act (ACA)

The Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 and associated regulations.

8.2 Optional Benefit

Additional coverage purchased by you as noted in the Certificate that modifies Limitations and/or Exclusions.

8.3 Benefit(s)

The payments and privileges to which Members are entitled by the Contract.

8.4 Certificate of Coverage (Certificate)

The document(s), considered part of the Contract, which describe(s) the terms and conditions of the health insurance Benefits with us. The Member Payment Summary and any endorsements are attached to, and considered part of, the Certificate.

8.5 COBRA Coverage

Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

8.6 Continuation Coverage

COBRA Coverage and/or Utah mini-COBRA coverage.

8.7 Contract

The group health insurance contract, including the Group Application, the Certificate of Coverage and all other documents expressly referred to and incorporated by reference.

8.8 Covered Services

The Services listed in the Certificate in Section 8 Covered Services and applicable Optional Benefits and not excluded in the Certificate in Section 10 Limitations and Exclusions.

8.9 Dependents

A Subscriber's lawful spouse and any child who meets the Eligibility criteria set forth in the Certificate in Section 2 Eligibility, and the Group Application.

8.10 Effective Date

The date on which coverage for a Member begins.

8.11 Eligible, Eligibility

In order to be Eligible, a Subscriber and his/her dependents must meet the criteria for participation specified in the Group Application and in the Certificate in Section 2 Eligibility.

8.12 Employer Waiting Period

The time period that a Subscriber and any Dependents must wait after becoming Eligible for coverage before the Effective Date. Subject to approval by us, you specify the length of this period in the Group Application.

8.13 Employer Plan

The group health plan sponsored by you and insured under the Contract.

8.14 ERISA

The Employee Retirement Income Security Act (ERISA), a federal law governing employee benefit plans.

8.15 Exclusion(s)

Situations and Services that are not covered by us under the Plan. Most Exclusions are set forth in the Certificate in Section 10 Limitations and Exclusions, but other provisions throughout the Certificate and the Contract may have the effect of excluding coverage in particular situations.

8.16 Facility

An institution that provides certain healthcare Services within specific licensure requirements.

8.17 Group Application

A form we use both as your application for coverage and to specify group-specific details of coverage. The Group Application may contain modifications to the language of the Contract. It also demonstrates your acceptance of the Contract. Other documents, such as Endorsements, may be incorporated by reference into the Group Application.

8.18 Grace Period

A specified period of time after a Premium is due during which coverage under the Contract continues and you may pay the Premium.

8.19 Limitation(s)

Situations and Services in which coverage is limited by us under the Plan. Most Limitations are set forth in the Certificate in Section 10 Limitations and Exclusions, but other provisions throughout the Certificate and the Contract may have the effect of limiting coverage in particular situations.

8.20 Member

A Subscriber and any Dependents, when properly enrolled in the Plan and accepted by us.

8.21 Member Payment Summary

A summary of Benefits by category of service, attached to and considered part of the Certificate.

8.22 Plan

The specific combination of Covered Services, Limitations, Exclusions, and other requirements agreed upon between you and us as set forth in the Certificate and the Contract.

8.23 Plan Sponsor

As defined in ERISA. The Plan Sponsor is typically the employer.

8.24 Premium(s)

The amount you periodically pay to us as consideration for providing Benefits under the Plan. The Premium is specified in the Group Application.

8.25 Provider

A vendor of healthcare Services licensed by the state where Services are provided and that provides Services within the scope of its license.

8.26 Qualified Medical Child Support Order

A court order for the medical support of a child as defined in ERISA.

8.27 Rescission

A cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

8.28 Service Area

As defined in the Certificate(s) of Coverage.

8.29 Service(s)

Services, care, tests, treatments, drugs, medications, supplies, or equipment.

8.30 Subscriber

The individual with an employment or other defined relationship to the Plan Sponsor, through whom Dependents may be enrolled. Subscribers are also Members.

8.31 Utah mini-COBRA

Continuation coverage required by Utah law for employers with fewer than 20 employees.

	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)* When using participating providers, you are responsible to pay the amounts in this column.	**NONPARTICIPATING** *(Out-of-Network)* When using nonparticipating providers, you are responsible to pay the amounts in this column.
CONDITIONS AND LIMITATIONS		
Lifetime Maximum Plan Payment - *Per Person*	None	
Pre-Existing Conditions (PEC)	None	
Benefit Accumulator Period	calendar year	
Maximum Annual Out-of-Network Payment - (per calendar year)	None	None
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**	**NONPARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$500/$1500	$1000/$3000
Total Out-of-Pocket Maximum - Per Person/Family (per calendar year) (Medical and Pharmacy Included in the Out-of-Pocket Maximum)	$3000/$9000	$6000/$18000
INPATIENT SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Medical, Surgical and Hospice[4]	20% after deductible	40% after deductible
Skilled Nursing Facility[4] - Up to 60 days per calendar year	20% after deductible	40% after deductible
Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar year for all therapy types combined	20% after deductible	40% after deductible
PROFESSIONAL SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Office Visits & Minor Office Surgeries		
Primary Care Provider (PCP)[1]	$25	40% after deductible
Secondary Care Provider (SCP)[1]	$35	40% after deductible
Allergy Tests	See Office Visits Above	Not Covered
Allergy Treatment and Serum	20%	Not Covered
Major Surgery	20%	40% after deductible
Physician's Fees - *(Medical, Surgical, Maternity, Anesthesia)*	20% after deductible	40% after deductible
PREVENTIVE SERVICES AS OUTLINED BY THE ACA[2,3]	**PARTICIPATING**	**NONPARTICIPATING**
Primary Care Provider (PCP)[1]	Covered 100%	Not Covered
Secondary Care Provider (SCP)[1]	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Not Covered
Elective Immunizations - herpes zoster (shingles), rotavirus	Covered 100%	Not Covered
Diagnostic Tests: Minor	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Not Covered
OUTPATIENT SERVICES[4]	**PARTICIPATING**	**NONPARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible	40% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible	See Participating Benefit
Emergency Room - *(Participating facility)*	$150 after deductible	See Participating Benefit
Emergency Room - *(Nonparticipating facility)*	$150 after deductible	See Participating Benefit
Intermountain InstaCare® Facilities, Urgent Care Facilities	$35	40% after deductible
Intermountain KidsCare® Facilities	$25	40% after deductible
Chemotherapy, Radiation and Dialysis	20% after deductible	40% after deductible
Diagnostic Tests: Minor[2]	Covered 100%	40% after deductible
Diagnostic Tests: Major[2]	20% after deductible	40% after deductible
Home Health, Hospice, Outpatient Private Nurse	20% after deductible	40% after deductible
Outpatient Rehab Therapy: Physical, Speech, Occupational *Up to 20 visits per calendar year for each therapy type*	$35 after deductible	40% after deductible

See other side for additional benefits

WEST VALLEY CITY POST 65 RET G1007047 1003 L30C7407 07/01/2016

	MEMBER PAYMENT SUMMARY	
	PARTICIPATING *(In-Network)*	**NONPARTICIPATING** *(Out-of-Network)*
MISCELLANEOUS SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Durable Medical Equipment (DME)[4]	20% after deductible	40% after deductible
Miscellaneous Medical Supplies (MMS)[3]	20% after deductible	40% after deductible
Autism Spectrum Disorder *Applied behavior analysis and behavioral health services up to $30,000 or 600 hours/calendar year, whichever is greater*	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services	See Professional, Inpatient, Outpatient, or Mental Health and Chemical Dependency Services
Maternity and Adoption[4,6]	See Professional, Inpatient or Outpatient	40% after deductible
Cochlear Implants[4]	See Professional, Inpatient or Outpatient	Not Covered
Infertility - *Select Services* *(Max Plan Payment $1,500/ calendar year; $5,000 lifetime)*	*50% after deductible	Not Covered
Donor Fees for Covered Organ Transplants[4]	20% after deductible	Not Covered
TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	Not Covered
OPTIONAL BENEFITS	**PARTICIPATING**	**NONPARTICIPATING**
Mental Health and Chemical Dependency - *Not Administered by SelectHealth*	Not Covered	
Chiropractic - 800-678-9133	*$20 (up to 15 visits per calendar year)	Not Covered
Injectable Drugs and Specialty Medications[4]	20% after deductible	40% after deductible
PRESCRIPTION DRUGS		
Pharmacy Deductible - Per Person per calendar year	$50	
Prescription Drug List (formulary)	RxSelect®	
Prescription Drugs - *Up to 30 Day Supply of Covered Medications*[4]		
Tier 1	$15	
Tier 2	$30 after pharmacy deductible	
Tier 3	$50 after pharmacy deductible	
Tier 4	$100 after pharmacy deductible	
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90®)-selected drugs*[4]		
Tier 1	$15	
Tier 2	$60 after pharmacy deductible	
Tier 3	$150 after pharmacy deductible	
Generic Substitution Required	Generic required or must pay copay plus cost difference between name brand and generic	

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For more information, call Member Services at 800-538-5038 weekdays, from 7:00 a.m.to 8:00 p.m., and Saturdays from 9:00 a.m. to 2:00 p.m.

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CONDITIONS AND LIMITATIONS		
Lifetime Maximum Plan Payment - *Per Person*	None	
Pre-Existing Conditions (PEC)	None	
Benefit Accumulator Period	calendar year	
Maximum Annual Out-of-Network Payment - (per calendar year)	None	None
MEDICAL DEDUCTIBLE AND MEDICAL OUT-OF-POCKET[5]	**PARTICIPATING**	**NONPARTICIPATING**
Deductible - Per Person/Family (per calendar year)	$500/$1500	$1000/$3000
Total Out-of-Pocket Maximum - Per Person/Family (per calendar year) (Medical and Pharmacy Included in the Out-of-Pocket Maximum)	$3000/$9000	$6000/$18000
INPATIENT SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Medical, Surgical and Hospice[4]	20% after deductible	40% after deductible
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Inpatient Rehab Therapy: Physical, Speech, Occupational[4] Up to 40 days per calendar year for all therapy types combined	20% after deductible	40% after deductible
PROFESSIONAL SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Office Visits & Minor Office Surgeries		
Primary Care Provider (PCP)[1]	$25	40% after deductible
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Diagnostic Tests: Minor	Covered 100%	Not Covered
Other Preventive Services	Covered 100%	Not Covered
OUTPATIENT SERVICES[4]	**PARTICIPATING**	**NONPARTICIPATING**
Outpatient Facility and Ambulatory Surgical	20% after deductible	40% after deductible
Ambulance (Air or Ground) - *Emergencies Only*	20% after deductible	See Participating Benefit
Emergency Room - *(Participating facility)*	$150 after deductible	See Participating Benefit
Emergency Room - *(Nonparticipating facility)*	$150 after deductible	See Participating Benefit
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Chemotherapy, Radiation and Dialysis	20% after deductible	40% after deductible
Diagnostic Tests: Minor[2]	Covered 100%	40% after deductible
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See other side for additional benefits

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MISCELLANEOUS SERVICES	**PARTICIPATING**	**NONPARTICIPATING**
Durable Medical Equipment (DME)[4]	20% after deductible	40% after deductible
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TMJ (Temporomandibular Joint) Services - *Up to $2,000 lifetime*	See Professional, Inpatient or Outpatient	Not Covered
OPTIONAL BENEFITS	**PARTICIPATING**	**NONPARTICIPATING**
Mental Health and Chemical Dependency - *Not Administered by SelectHealth*	Not Covered	
Chiropractic - 800-678-9133	*$20 (up to 15 visits per calendar year)	Not Covered
Injectable Drugs and Specialty Medications[4]	20% after deductible	40% after deductible
PRESCRIPTION DRUGS		
Pharmacy Deductible - Per Person per calendar year	$50	
Prescription Drug List (formulary)	RxSelect®	
Prescription Drugs - *Up to 30 Day Supply of Covered Medications*[4]		
Tier 1	$15	
Tier 2	$30 after pharmacy deductible	
Tier 3	$50 after pharmacy deductible	
Tier 4	$100 after pharmacy deductible	
Maintenance Drugs - *90 Day Supply (Mail-Order, Retail90®)-selected drugs*[4]		
Tier 1	$15	
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WEST VALLEY CITY CORPORATION G1007047 1001 L30C7407 07/01/2016

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medical

certificate of coverage

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SECTION 1 INTRODUCTION

1.1 This Certificate

This Certificate of Coverage describes the terms and conditions of the health insurance Benefits provided under your employer's Group Health Insurance Contract with SelectHealth, Inc. Please read it carefully and keep it for future reference. Technical terms are capitalized and described in Section 16 Definitions. Your Member Payment Summary, which contains a quick summary of the Benefits by category of service, is attached to and considered part of this Certificate.

1.2 SelectHealth

SelectHealth is an HMO licensed by the State of Utah. SelectHealth is affiliated with Intermountain Healthcare, but is a separate company. The Contract does not involve Intermountain Healthcare or any other affiliated Intermountain companies, or their officers or employees. Such companies are not responsible to you or any other Members for the obligations or actions of SelectHealth .

1.3 Managed Care

SelectHealth provides managed healthcare coverage. Such management necessarily limits some choices of Providers and Facilities. The management features and procedures are described by this Certificate. The Plan is intended to meet basic healthcare needs, but not necessarily to satisfy every healthcare need or every desire Members may have for Services.

1.4 Your Agreement

As a condition to enrollment and to receiving Benefits from SelectHealth, you (the Subscriber) and every other Member enrolled through your coverage (your Dependents) agree to the managed care features that are a part of the Plan in which you are enrolled and all of the other terms and conditions of this Certificate and the Contract.

1.5 No Vested Rights

You are only entitled to receive Benefits while the Contract is in effect and you, and your Dependents if applicable, are properly enrolled and recognized by SelectHealth as Members. You do not have any permanent or vested interest in any Benefits under the Plan. Benefits may change as the Contract is renewed or modified from year to year. Unless otherwise expressly stated in this Certificate, all Benefits end when the Contract ends.

1.6 Administration

SelectHealth establishes reasonable rules, regulations, policies, procedures, and protocols to help it in the administration of your Benefits. You are subject to these administrative practices when receiving Benefits, but they do not change the express provisions of this Certificate or the Contract.

1.7 Non-Assignment

Benefits are not assignable or transferable. Any attempted assignment or transfer by any Member of the right to receive payment from SelectHealth will be invalid unless approved in advance in writing by SelectHealth.

1.8 Notices

Any notice required of SelectHealth under the Contract will be sufficient if mailed to you at the address appearing on the records of SelectHealth. Notice to your Dependents will be sufficient if given to you. Any notice to SelectHealth will be sufficient if mailed to the principal office of SelectHealth. All required notices must be sent by at least first class mail.

1.9 Nondiscrimination

SelectHealth will not discriminate against any Member based on race, sex, religion, national origin, or any other basis forbidden by law. SelectHealth will not terminate or refuse to enroll any Member because of the health status or the healthcare needs of the Member or because he or she exercised any right under the SelectHealth complaint resolution system.

1.10 Questions

If you have questions about your Benefits, call Member Services at 800-538-5038, or visit selecthealth.org. Member Services can also provide you with a provider directory and information about Participating Providers, such as medical school attended, residency completed, and board certification status. SelectHealth offers foreign language assistance.

1.11 Benefit Changes

SelectHealth employees often respond to inquiries regarding coverage as part of their job responsibilities. These employees do not have the authority to extend or modify the Benefits provided by the Plan.

a. In the event of a discrepancy between information given by a SelectHealth employee and the written terms of the Contract, the terms of the Contract will control.

b. Any changes or modifications to Benefits must be provided in writing and signed by the president, vice president, or medical director of SelectHealth.

c. Administrative errors will not invalidate Benefits otherwise in force or give rise to rights or Benefits not otherwise provided for by the Plan.

SECTION 2 ELIGIBILITY

2.1 General

Your employer decides, in consultation with SelectHealth, which categories of its employees, retirees, and their Dependents are Eligible for Benefits, and establishes the other Eligibility requirements of the Plan. These Eligibility requirements are described in this section and in the Group Application of the Contract. In order to become and remain a Member, you and your Dependents must continuously satisfy these requirements. No one, including your employer, may change, extend, expand, or waive the Eligibility requirements without first obtaining the advance, written approval of an officer of SelectHealth.

2.2 Subscriber Eligibility

You are Eligible for Benefits as set forth in the Group Application. During the Employer Waiting Period, you must work the specified minimum required hours except for paid time off and hours you do not work due to a medical condition, the receipt of healthcare, your health status or disability. SelectHealth may require payroll reports from your employer to verify the number of hours you have worked as well as documentation from you to verify hours that you did not work due to paid time off, a medical condition, the receipt of healthcare, your health status or disability.

2.3 Dependent Eligibility

Unless stated otherwise in the Group Application, your Dependents are:

2.3.1 Spouse

Your lawful spouse. Eligibility may not be established retroactively.

2.3.2 Children

The children (by birth or adoption, and children placed for adoption or under legal guardianship through testamentary appointment or court order, but not under temporary guardianship or guardianship for school residency purposes) of you or your lawful spouse, who are younger than age 26.

2.3.3 Disabled Children

Unmarried Dependent children who meet the Eligibility requirements in Subsection 2.3.2 may enroll or remain enrolled as Dependents after reaching age 26 as long as they:

a. Are unable to engage in substantial gainful employment to the degree they can achieve economic independence due to medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months or result in death;

b. Are chiefly dependent upon you or your lawful spouse for support and maintenance since they reached age 26; and

c. Have been continuously enrolled in some form of healthcare coverage, with no break in coverage of more than 63 days since the date they reached age 26.

SelectHealth may require you to provide proof of incapacity and dependency within 30 days of the Effective Date or the date the child reaches age 26 and annually after the two-year period following the child's 26th birthday.

2.3.4 Incarcerated Dependents

Despite otherwise qualifying as described above, a person incarcerated in a prison, jail, or other correctional facility is not a Dependent.

2.4 Court-Ordered Dependent Coverage

When you or your lawful spouse are required by a court or administrative order to provide health insurance coverage for a child, the child will be enrolled in your family coverage according to SelectHealth guidelines and only to the minimum extent required pursuant to U.C.A. § 31A-22-610 through 611, and 718. If you are not enrolled for coverage at the time the court or administrative order becomes effective, only you and the affected Dependent will be allowed to enroll for coverage. For more information about SelectHealth guidelines, please call Member Services.

2.4.1 Qualified Medical Child Support Order (QMCSO)

A QMCSO can be issued by a court of law or by a state or local child welfare agency. In order for the medical child support order to be qualified, the order must specify the following:

a. Your name and last known mailing address (if any) and the name and mailing address of each alternate recipient covered by the order;

b. A reasonable description of the type of coverage to be provided, or the manner in which the coverage will be determined; and

c. The period to which the order applies.

2.4.2 National Medical Support Notice (NMSN)

An NMSN is a QMCSO issued by a state or local child welfare agency to withhold from your income any contributions required by the Plan to provide health insurance coverage for an Eligible child.

2.4.3 Eligibility and Enrollment

You and the Dependent child must be Eligible for coverage, unless specifically required otherwise by applicable law. You and/or the Dependent child will be enrolled without regard to an Annual Open Enrollment restriction and will be subject to applicable Employer Waiting Period requirements. SelectHealth will not recognize Dependent Eligibility for a former spouse as the result of a court order.

2.4.4 Duration of Coverage

Court-ordered coverage for a Dependent child will be provided to the age of 18.

SECTION 3 ENROLLMENT

3.1 General

You may enroll yourself and your Dependents in the Plan during the Initial Eligibility Period, under a Special Enrollment Right, or, if offered by your employer, during an Annual Open Enrollment.

You and your Dependents will not be considered enrolled until:

a. All enrollment information is provided to SelectHealth; and

b. The Premium has been paid to SelectHealth by your employer.

3.2 Enrollment Process

Unless separately agreed to in writing by SelectHealth and your employer, you must enroll on an Application accepted by SelectHealth. You and your Dependents are responsible for obtaining and submitting to SelectHealth evidence of Eligibility and all other information required by SelectHealth in the enrollment process. You enroll yourself and any Dependents by completing, signing, and submitting an Application and any other required enrollment materials to SelectHealth.

3.3 Effective Date of Coverage

Coverage for you and your Dependents will take effect as follows:

3.3.1 Annual Open Enrollment

Coverage elected during an Annual Open Enrollment will take effect on the day the Contract is effective.

3.3.2 Newly Eligible Employees

Coverage you elect as a newly Eligible employee will take effect as specified in the Group Application if SelectHealth receives a properly completed Application.

If you do not enroll in the Plan for yourself and/or your Dependents during the Initial Eligibility Period, you may not enroll until an Annual Open Enrollment unless you experience an event that creates a Special Enrollment Right.

3.3.3 Court or Administrative Order

When you or your lawful spouse are required by a court or administrative order to provide health insurance coverage for a child, the Effective Date of coverage will be the later of:

a. The start date indicated in the order;

b. The date any applicable Employer Waiting Period is satisfied; or

c. The date SelectHealth receives the order.

3.4 Special Enrollment Rights

SelectHealth provides Special Enrollment Rights in the following circumstances:

3.4.1 Loss of Other Coverage

If you do not enroll in the Plan for yourself and/or your Dependents when initially Eligible, you may enroll at a time other than an Annual Open Enrollment if each of the following conditions are met:

a. You initially declined to enroll in the Plan due to the existence of other health plan coverage;

b. The loss of the other health plan coverage occurred because of a loss of eligibility (this Special Enrollment Right will not apply if the other coverage is lost due to nonpayment of Premiums). One exception to this rule exists: if a Dependent is enrolled on another group health plan and the Annual Open Enrollment periods of the two plans do not coincide, the Dependent may voluntarily drop coverage under their health plan's open enrollment and a special enrollment period will be permitted under the Plan in order to avoid a gap in coverage; and

c. You and/or your Dependents who lost the other coverage must enroll in the Plan within 31 days after the date the other coverage is lost.

Proof of loss of the other coverage (for example, a Certificate of Creditable Coverage) must be submitted to SelectHealth as soon as reasonably possible. Proof of loss of other coverage must be submitted before any Benefits will be paid.

Coverage of any Members properly enrolled under this Special Enrollment Right will be effective on the date the other coverage was lost.

3.4.2 New Dependents

If you are enrolled in the Plan (or are Eligible to be covered but previously declined to enroll), and gain a Dependent through marriage, birth, adoption, placement for adoption or placement under legal guardianship with you or your lawful spouse, then you may enroll the Dependents (and yourself, if applicable) in the Plan. In the case of birth, adoption or placement for adoption of a child, you may also enroll your Eligible spouse, even if he or she is not newly Eligible as a Dependent. However, this Special Enrollment Right is only available by enrolling within 31 days of the marriage, birth, adoption, placement for adoption or placement under legal guardianship (there is an exception for enrolling a newborn, adopted child, or child placed for adoption or under legal guardianship if enrolling the child does not change the Premium, as explained in Section 3.5 Enrolling a Newborn, Adopted Child, or Child Placed for Adoption or Under Legal Guardianship).

Coverage of any Members properly enrolled under this Special Enrollment Right will be effective:

a. As of the date of marriage;

b. As of the date of birth;

c. If the child is less than 31 days old when adopted or placed for adoption, as of the date of birth; if the child is more than 31 days old when adopted or placed for adoption, as of the child's date of placement; or

d. As of the later of:

   i. The effective date of the guardianship court order or testamentary appointment; or

   ii. The date the guardianship court order or testamentary appointment is received by SelectHealth.

3.4.3 Qualification for a Subsidy Through Utah's Premium Partnership

You and/or your Eligible Dependents who qualify for a subsidy through the state Medicaid program to purchase health insurance may enroll in the Plan if application is made within 60 days of receiving written notification of eligibility for the subsidy. If you timely enroll, the Effective Date of coverage is the first of the month following date of enrollment.

3.4.4 Loss of Medicaid or CHIP Coverage

If you and/or your Eligible Dependents lose coverage under a Medicaid or CHIP plan due to loss of eligibility, you may enroll in the Plan if application is made within 60 days. If you enroll within 60 days, the Effective Date of coverage is the first day after your Medicaid or CHIP coverage ended.

3.4.5 As Required by State or Federal Law

SelectHealth will recognize other special enrollment rights as required by state or federal law.

3.5 Enrolling a Newborn, Adopted Child, or Child Placed for Adoption or Under Legal Guardianship

You must enroll your newborn, adopted child, child placed for adoption or child under legal guardianship according to the following requirements:

a. If enrolling the child requires additional Premium, you must enroll the child within 31 days of the child's birth, adoption, or placement for adoption or under legal guardianship.

b. If enrolling the child does not change the Premium, you must enroll the child within 31 days from the date SelectHealth mails notification that a claim for Services was received for the child.

If the child is not enrolled within these time frames, then you may not enroll the child until an Annual Open Enrollment or if you experience an event that creates a Special Enrollment Right.

If you lose Eligibility for coverage before the end of the applicable time frame listed in (a) or (b) above, you are still allowed to enroll the child within the applicable time frame. However, the child will only be covered from the moment of birth, adoption, placement for adoption or under legal guardianship until the date that you lost Eligibility for coverage.

3.6 Leave of Absence

If you are granted a temporary leave by your employer, you and any Dependents may continue to be enrolled with SelectHealth for up to the length of time specified in the Group Application, as long as the monthly Premiums for your coverage are paid to SelectHealth by your employer. Military personnel called into active duty will continue to be covered to the extent required by law. A leave of absence may not be treated retroactively as a termination of employment.

3.7 Family Medical Leave Act

If you are on a leave required by the Family Medical Leave Act (FMLA), SelectHealth will administer your coverage as follows:

a. You and your enrolled Dependents may continue your coverage with SelectHealth to the minimum extent required by the FMLA as long as applicable Premiums continue to be paid to SelectHealth by your employer.

b. If Premiums are not paid, your coverage will be terminated. Upon your return to work, you and any previously enrolled Dependents who are still Eligible will be prospectively reinstated if the applicable Premium for you is paid to SelectHealth by your employer within 30 days. SelectHealth will not be responsible for any claims incurred by you or your Dependents during this break in coverage.

Any non-FMLA leave of absence granted by your employer that could have been classified as FMLA leave will be considered by SelectHealth as an FMLA leave of absence.

SECTION 4 TERMINATION

4.1 Group Termination

Coverage under the Plan for you and your Dependents will terminate when the Contract terminates.

4.1.1 Termination by Employer

Your employer may terminate the Contract, with or without cause, by providing SelectHealth with written notice of termination not less than 30 days before the proposed termination date.

4.1.2 Termination of Employer Group by SelectHealth

SelectHealth may terminate the Contract for any of the following reasons:

a. Nonpayment of applicable Premiums;

b. Fraud or intentional misrepresentation of material fact to SelectHealth by your employer in any matter related to the Contract or the administration of the Plan;

c. Your employer's coverage under the Contract is through an association and your employer terminates membership in the association;

d. Your employer fails to satisfy the minimum group participation and/or employer contribution requirements of SelectHealth;

e. No Members live, reside, or work in the Service Area;

f. SelectHealth elects to discontinue offering a particular health benefit plan. If that happens, you will be given at least 90 days advance notice; or

g. SelectHealth withdraws from the market and discontinues all of its health benefit plans. If that happens, you will be given at least 180 days advance notice.

4.2 Individual Termination

Your coverage under the Plan may terminate even though the Contract with your employer remains in force.

4.2.1 Termination Date

If you and/or your enrolled Dependents lose Eligibility, then coverage will terminate either on the date Eligibility is lost or the end of the month in which Eligibility is lost, as specified in the Group Application. However, when a Dependent child ceases to be a Dependent, coverage will terminate at the end of the month in which Dependent status is lost. When a loss of Eligibility is not reported in a timely fashion as required by the Contract, and federal or state law prevents SelectHealth from retroactively terminating coverage, SelectHealth has the discretion to determine the prospective date of termination. SelectHealth also has the discretion to determine the date of termination for Rescissions.

4.2.2 Fraud or Misrepresentation

a. Made During Enrollment:

   i. Coverage for you and/or your Dependents may be terminated or Rescinded during the two-year period after you enroll if you or they make an intentional misrepresentation of material fact in connection with insurability.

   ii. Coverage for you and/or your Dependents may be terminated or Rescinded at any time if you or they make any fraudulent misrepresentation in connection with insurability.

   iii. Please Note: If coverage is Rescinded as described above, the termination is retroactive to the Effective Date of coverage.

b. Made After Enrollment: Coverage for you and/or your Dependents may be terminated or Rescinded if you or they commit fraud or make an intentional misrepresentation of material fact in connection with Benefits or Eligibility. At the discretion of SelectHealth, the Rescission may be effective retroactively to the date of the fraud or misrepresentation.

c. If coverage for you or your Dependent is terminated or Rescinded for fraud or intentional misrepresentation of material fact, you or they are allowed to reenroll 12 months after the date of the termination, provided the Contract is still in force. You will be given notice of this provision at the time of termination.

d. The termination from the Plan of a Dependent for cause does not necessarily affect your Eligibility or enrollment or the Eligibility or enrollment of your other Dependents.

4.2.3 Leaving the Service Area

Coverage for you and/or your Dependents terminates if you no longer live, work or reside in the Service Area.

4.2.4 Annual Open Enrollment

You can drop coverage for yourself and any Dependents during an Annual Open Enrollment.

4.2.5 Nonpayment of Premium or Contributions

SelectHealth may terminate coverage for you and/or your Dependents for nonpayment of applicable Premiums or contributions. Termination may be retroactive to the beginning of the period for which Premiums or contributions were not paid, and SelectHealth may recover from you and/or your Dependent(s) the amount of any Benefits you or they received during the period of lost coverage.

4.2.6 Court or Administrative Order

In cases of court or administrative orders that grant a divorce or annul/declare void a marriage, subject to SelectHealth policy, the effective date of the change will be the date the court or administrative order was signed by the court or administrative agency.

4.3 Member Receiving Treatment at Termination

All Benefits under the Plan terminate when the Contract terminates, including coverage for Members hospitalized or otherwise within a course of care or treatment. All Services received after the date of termination are the responsibility of the Member and not the responsibility of SelectHealth no matter when the condition arose and despite care or treatment anticipated or already in progress.

4.4 Reinstatement

Members terminated from coverage for cause may not be reinstated without the written approval of SelectHealth.

SECTION 5 CONTINUATION COVERAGE

If your coverage terminates, you or your enrolled Dependents may be entitled to continue and/or convert coverage. For detailed information about your rights and obligations under your Employer's Plan and under federal law, contact your employer.

5.1 COBRA or Utah mini-COBRA (Continuation Coverage)

You and/or your Dependents may have the right to temporarily continue your coverage under the Plan when coverage is lost due to certain events. The federal law that governs this right is called COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1986) and generally applies to employers with 20 or more employees. For employers with fewer than 20 employees, Utah law provides for mini-COBRA coverage.

5.1.1 Employer's Obligation

Continuation Coverage is an employer obligation. SelectHealth is not the administrator of Continuation Coverage procedures and requirements. SelectHealth has contractually agreed to assist your employer in providing Continuation Coverage in certain circumstances. It is your employer's responsibility to do the following in a timely manner:

a. Notify persons entitled to Continuation Coverage;

b. Notify SelectHealth of such individuals; and

c. Collect and submit to SelectHealth all applicable Premiums.

If the Contract is terminated, your Continuation Coverage with SelectHealth will terminate. Your employer is responsible for obtaining substitute coverage.

5.2 Minimum Extent

Continuation Coverage will only be provided for the minimum time and only to the minimum extent required by applicable federal law or pursuant to U.C.A. § 31A-22-722. SelectHealth will not provide Continuation Coverage if you, your Dependents, or your employer fails to strictly comply with all applicable notices and other requirements and deadlines.

SECTION 6 PROVIDERS/NETWORKS

6.1 Providers and Facilities

SelectHealth contracts with certain Providers and Facilities (known as Participating Providers and Participating Facilities) to provide Covered Services within the Service Area. Not all available Providers and Facilities and not all categories of Providers and Facilities are invited to contract with SelectHealth.

6.1.1 Participating Providers and Facilities

You receive a higher level of Benefits (known as Participating Benefits) when you obtain Covered Services from a Participating Provider or Facility. Refer to your Member Payment Summary for details.

6.1.2 Nonparticipating Providers and Facilities

In most cases, you receive a lower level of Benefits (known as Nonparticipating Benefits) when you obtain Covered Services from a Nonparticipating Provider or Facility. Refer to your Member Payment Summary for details.

6.2 Providers and Facilities not Agents/Employees of SelectHealth

Providers contract independently with SelectHealth and are not agents or employees of SelectHealth. They are entitled and required to exercise independent professional medical judgment in providing Covered Services. SelectHealth makes a reasonable effort to credential Participating Providers and Facilities, but it does not guarantee the quality of Services rendered by Providers and Facilities or the outcomes of medical care or health-related Services. Providers and Facilities, not SelectHealth, are solely responsible for their actions, or failures to act, in providing Services to you.

Providers and Facilities are not authorized to speak on behalf of SelectHealth or to cause SelectHealth to be legally bound by what they say. A recommendation, order, or referral from a Provider or Facility, including Participating Providers and Facilities, does not guarantee coverage by SelectHealth.

Providers and Facilities do not have authority, either intentionally or unintentionally, to modify the terms and conditions of the Plan. Benefits are determined by the provisions of the Contract.

6.3 Payment

SelectHealth may pay Providers in one or more ways, such as discounted fee-for-service, capitation (fixed payment per Member per month), and payment of a year-end withhold.

6.3.1 Incentives

Some payment methods may encourage Providers to reduce unnecessary healthcare costs and efficiently utilize healthcare resources. No payment method is ever intended to encourage a Provider to limit Medically Necessary care.

6.3.2 Payments to Members

SelectHealth reserves the right to make payments directly to you or your Dependents instead of to Nonparticipating Providers and/or Facilities.

6.4 Provider/Patient Relationship

Providers and Facilities are responsible for establishing and maintaining appropriate Provider/patient relationships with you, and SelectHealth does not interfere with those relationships. SelectHealth is only involved in decisions about what Services will be covered and paid for by SelectHealth under the Plan. Decisions about your Services should be made between you and your Provider without reference to coverage under the Plan.

6.5 Continuity of Care

SelectHealth will provide you with 30 days' notice of Participating Provider termination if you or your Dependent is receiving ongoing care from that Provider. However, if SelectHealth does not receive adequate notice of a Provider termination, SelectHealth will notify you within 30 days of receiving notice that the Provider is no longer participating with SelectHealth.

If you or your Dependent is under the care of a Provider when participation changes, SelectHealth will continue to treat the Provider as a Participating Provider until the completion of the care (not to exceed 90 days), or until you or your Dependent is transferred to another Participating Provider, whichever occurs first. However, if you or your Dependent is receiving maternity care in the second or third trimester, you or they may continue such care through the first postpartum visit.

To continue care, the Participating Provider must not have been terminated by SelectHealth for quality reasons, remain in the Service Area, and agree to do all of the following:

a. Accept the Allowed Amount as payment in full;

b. Follow SelectHealth's Healthcare Management Program policies and procedures;

c. Continue treating you and/or your Dependent; and

d. Share information with SelectHealth regarding the treatment plan.

SECTION 7 ABOUT YOUR BENEFITS

7.1 General

You and your Dependents are entitled to receive Benefits while you are enrolled with SelectHealth and while the Contract is in effect. This section describes those Benefits in greater detail.

7.2 Member Payment Summary

Your Member Payment Summary lists variable information about your specific Plan. This includes information about Copay, Coinsurance, and/or Deductible requirements, Preauthorization requirements, visit limits, Limitations on the use of Nonparticipating Providers and Facilities, and expenses that do not count against your Out-of-Pocket Maximum.

7.3 Identification (ID) Cards

You will be given SelectHealth ID cards that will provide certain information about the Plan in which you are enrolled. Providers and Facilities may require the presentation of the ID card plus one other reliable form of identification as a condition to providing Services. The ID card does not guarantee Benefits.

If you or your enrolled Dependents permit the use of your ID card by any other person, the card will be confiscated by SelectHealth or by a Provider or Facility and all rights under the Plan will be immediately terminated for you and/or your Dependents.

7.4 Medical Necessity

To qualify for Benefits, Covered Services must be Medically Necessary. Medical Necessity is determined by the Medical Director of SelectHealth or another Physician designated by SelectHealth. A recommendation, order, or referral from a Provider or Facility, including Participating Providers and Facilities, does not guarantee Medical Necessity.

7.5 Benefit Changes

Your Benefits may change if the Contract changes. Your employer is responsible for providing at least 30 days advance written notice of such changes.

7.6 Calendar-Year or Plan-Year Basis

Your Member Payment Summary will indicate if your Benefits are calculated on a calendar-Year or plan-Year basis. Out-of-Pocket Maximums, Limitations, and Deductibles that are calculated on a calendar-Year basis start over each January 1st. Out-of-Pocket Maximums, Limitations, and Deductibles that are calculated on a plan-Year basis start over each Year on the renewal date of the Contract.

7.7 Lifetime Maximums

Your Member Payment Summary will specify any applicable Lifetime Maximums.

7.8 Two Benefit Levels

7.8.1 Participating Benefits

You receive a higher level of Benefits (known as Participating Benefits) when you obtain Covered Services from a Participating Provider or Facility. Participating Providers and Facilities have agreed to accept the Allowed Amount and will not bill you for Excess Charges.

7.8.2 Nonparticipating Benefits

In most cases, you receive a lower level of Benefits (known as Nonparticipating Benefits) when you obtain Covered Services from a Nonparticipating Provider or Facility; and some Services are not covered when received from a Nonparticipating Provider or Facility. Nonparticipating Providers or Facilities have not agreed to accept the Allowed Amount for Covered Services. When this occurs, you are responsible to pay for any charges that exceed the amount that SelectHealth pays for Covered Services. These fees are called Excess Charges, and they do not apply to your Out-of-Pocket Maximum.

7.9 Emergency Conditions

Participating Benefits apply to emergency room Services regardless of whether they are received at a Participating Facility or Nonparticipating Facility.

If you or your Dependent is hospitalized for an emergency:

a. You or your representative must contact SelectHealth within two working days, or as soon as reasonably possible; and

b. If you are in a Nonparticipating Facility, once the Emergency Condition has been stabilized, you may be asked to transfer to a Participating Facility in order to continue receiving Participating Benefits.

7.10 Urgent Conditions

Participating Benefits apply to Services received for Urgent Conditions rendered by a Participating Provider or Facility. Participating Benefits also apply to Services received for Urgent Conditions rendered by a Nonparticipating Provider or Facility more than 40 miles away from any Participating Provider or Facility.

7.11 Out-of-Area Benefits and Services

Other than for Emergency Conditions and Urgent Conditions, as described above, Nonparticipating Benefits apply for Covered Services rendered by Nonparticipating Providers or Facilities outside of SelectHealth's Service Area.

SECTION 8 COVERED SERVICES

You and your Dependents are entitled to receive Benefits for Covered Services while you are enrolled with SelectHealth and while the Contract is in effect. This section describes those Covered Services (except for pharmacy Covered Services, which are separately described in Section 9 Prescription Drug Benefits). Certain Services must be Preauthorized; failure to obtain Preauthorization for these Services may result in a reduction or denial of Benefits. Refer to Section 11 Healthcare Management for a list of Services that must be Preauthorized.

Benefits are limited. Services must satisfy all of the requirements of the Contract to be covered by SelectHealth. For additional information affecting Covered Services, refer to your Member Payment Summary and Section 10 Limitations and Exclusions. In addition to this Certificate, you can find further information about your Benefits by doing any of the following:

a. Log in to My Health at selecthealth.org/myhealth;

b. Visit selecthealth.org;

c. Refer to your Provider & Facility Directory; or

d. Call Member Services at 800-538-5038.

8.1 Facility Services

8.1.1 Educational Training

Only when rendered by a Participating Provider for diabetes or asthma.

8.1.2 Emergency Room (ER)

If you are admitted directly to the Hospital because of the condition for which emergency room Services were sought, the emergency room Copay, if applicable, will be waived.

8.1.3 Inpatient Hospital

a. Semiprivate room accommodations and other Hospital-related Services ordinarily furnished and billed by the Hospital.

b. Private room accommodations in connection with a medical condition requiring isolation. If you choose a private room when a semiprivate room is available or isolation is not necessary, you are responsible for paying the difference between the Hospital's semiprivate room rate and the private room rate. However, you will not be responsible for the additional charge if the Hospital only provides private room accommodations or if a private room is the only room available.

c. Intensive care unit.

d. Preadmission testing.

e. Short-term inpatient detoxification provided by a SelectHealth-approved treatment Facility for alcohol/drug dependency.

f. Maternity/obstetrical Services.

g. Services in connection with an otherwise covered inpatient Hospital stay.

8.1.4 Nutritional Therapy

Medical nutritional therapy Services are covered up to five visits per Year as a Preventive Service, regardless of diagnosis. Subsequent visits are covered as a medical Benefit.

Weight management as part of a program approved by SelectHealth is also covered once per year.

8.1.5 Outpatient Facility and Ambulatory Surgical Facility

Outpatient surgical and medical Services.

8.1.6 Skilled Nursing Facility

Only when Services cannot be provided adequately through a home health program.

8.1.7 Urgent Care Facility

8.2 Provider Services

8.2.1 After-Hours Visits

Office visits and minor surgery provided after the Provider's regular business hours.

8.2.2 Anesthesia

If administered in connection with otherwise Covered Services and by a Physician certified as an anesthesiologist or by a Certified Registered Nurse Anesthetist (CRNA) under the direct supervision of a Physician certified as an anesthesiologist.

General anesthesia is only covered when rendered in a Facility.

8.2.3 Dental Services

Only:

a. When rendered to diagnose or treat medical complications of a dental procedure and administered under the direction of a medical Provider whose primary practice is not dentistry or oral surgery.

b. When SelectHealth determines the following to be Medically Necessary:

   i. Maxillary and/or mandibular procedures;

   ii. Upper/lower jaw augmentation or reduction procedures, including developmental corrections or altering of vertical dimension;

   iii. Orthognathic Services; or

   iv. Services for Congenital Oligodontia/Anodontia.

c. For repairs of physical damage to sound natural teeth, crowns, and the natural supporting structures surrounding teeth when:

   i. Such damage is a direct result of an accident independent of disease or bodily infirmity or any other cause;

   ii. Medical advice, diagnosis, care, or treatment was recommended or received for the injury at the time of the accident; and

   iii. Repairs are initiated within one year of the date of the accident.

Bleaching to restore teeth to pre-accident condition is limited to $200.

Orthodontia and the replacement/repair of dental appliances are not covered, even after an accident. Repairs for physical damage resulting from biting or chewing are not covered.

8.2.4 Dietary Products

Only in the following limited circumstances:

a. For hereditary metabolic disorders when:

   i. You or your Dependent has an error of amino acid or urea cycle metabolism;

   ii. The product is specifically formulated and used for the treatment of errors of amino acid or urea cycle metabolism; and

   iii. The product is used under the direction of a Physician, and its use remains under the supervision of the Physician.

b. Certain enteral formulas according to SelectHealth policy.

8.2.5 Genetic Counseling

Only when provided by a Participating Provider who is a certified genetic counselor or board certified medical geneticist.

8.2.6 Genetic Testing

Only in the following circumstances and according to SelectHealth criteria or as required by state or federal law:

a. Prenatal testing when performed as part of an amniocentesis to assess specific chromosomal abnormalities in women at high risk for inheritable conditions that can lead to significant immediate and/or long-term health consequences to the child after birth;

b. Neonatal testing for specific inheritable metabolic conditions (e.g., PKU);

c. When the Member has a more than five-percent probability of having an inheritable genetic condition and has signs or symptoms suggestive of a specific condition or a strong family history of the condition (defined as two or more first-degree relatives with the condition) and results of the testing will directly affect the patient's treatment; or

d. Pre-implantation embryonic genetic testing performed to identify an inherited genetic condition known to already exist in either parent's family which has the potential to cause serious and impactful medical conditions for the child.

8.2.7 Home Visits

Only if you are physically incapable of traveling to the Provider's office.

8.2.8 Infertility

Services for the diagnosis of Infertility are only covered in limited circumstances, including fulguration of ova ducts, hysteroscopy, hysterosalpingogram, certain laboratory tests, diagnostic laparoscopy, and some imaging studies. For a full list of Covered Infertility Services, please contact SelectHealth.

8.2.9 Major Surgery

8.2.10 Mastectomy/Reconstructive Services

In accordance with the Women's Health and Cancer Rights Act (WHCRA), SelectHealth covers mastectomies and reconstructive surgery after a mastectomy. If you are receiving Benefits in connection with a mastectomy, coverage for reconstructive surgery, including modifications or revisions, will be provided according to SelectHealth's Healthcare Management Program criteria and in a manner determined in consultation with you and the attending Physician, for:

a. All stages of reconstruction on the breast on which the mastectomy was performed;

b. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and

c. Prostheses and treatment of physical complications of the mastectomy, including lymphedema.

Prophylactic mastectomies are covered in limited circumstances in accordance with SelectHealth's medical policy.

Benefits are subject to the same Deductibles, Copays, and Coinsurance amounts applicable to other medical and surgical procedures covered by the Plan.

8.2.11 Medical/Surgical

In an inpatient, outpatient, or Ambulatory Surgical Facility.

8.2.12 Maternity Services

Prenatal care, labor and delivery, and postnatal care, including complications of delivery. Newborns are subject to their own separate cost sharing, including Deductibles, Coinsurance, Copays, and Out-of-Pockets Maximums.

8.2.13 Office Visits

For consultation, diagnosis, and treatment.

8.2.14 Preventive Services

8.2.15 Sleep Studies

Only when provided by:

a. A board-certified sleep specialist or at a Participating Facility certified as a sleep center/lab by the American Board of Sleep Medicine; or

b. A board-certified sleep specialist in your home and you or your Dependent is 18 or older.

8.2.16 Sterilization Procedures

8.3 Miscellaneous Services

8.3.1 Adoption Indemnity Benefit

SelectHealth provides an adoption indemnity Benefit to the extent required by Utah law. In order to receive this Benefit, the child must be placed with you for adoption within 90 days of the child's birth and the adoption must be finalized within one year of the child’s birth. You must submit a claim for the Benefit within one year from the date of placement.

If you adopt more than one child from the same birth (e.g., twins), only one adoption indemnity Benefit applies. If you and/or your spouse are covered by multiple plans, SelectHealth will cover a prorated share of the adoption indemnity Benefit.

This Benefit is subject to Coinsurance, Copays, and Deductibles applicable to the maternity Benefit as indicated in your Member Payment Summary.

8.3.2 Allergy Tests, Treatment, or Serum

Must be received from a board certified allergist, immunologist, or otolaryngologist. Oral food challenge testing only when administered by a Provider who is board certified in allergy/immunology.

8.3.3 Ambulance/Transportation Services

Transport by a licensed service to the nearest Facility expected to have appropriate Services for the treatment of your condition. Only for Emergency Conditions and not when you could safely be transported by other means. Air ambulance transportation only when ground ambulance is either not available or, in the opinion of responding medical professionals, would cause an unreasonable risk of harm because of increased travel time. Transportation services in nonemergency situations must be approved in advance by SelectHealth.

8.3.4 Approved Clinical Trials

Services for an Approved Clinical Trial only to the extent required by federal or state law and only when the Member is:

a. Eligible to participate in the trial according to the trial protocol;

b. The treatment is for cancer or another life-threatening disease (any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted); and

c. Either:

   i. The referring health care professional is a Participating Provider and has concluded that the Member's participation in such trial would be appropriate; or

   ii. The Subscriber or Member provides medical and scientific information establishing that the Member's participation in such trial would be appropriate.

8.3.5 Autism Spectrum Disorder

For children ages two through nine, coverage is limited to the following:

a. Evaluation, management, and assessment Services that are necessary to determine whether a Member has an autism spectrum diagnosis performed by:

   i. A board certified physician in psychiatry, neurology, or pediatrics and has experience diagnosing autism spectrum disorder, or

   ii. A licensed psychologist with experience diagnosing autism spectrum disorder;

b. Behavior training, management, and applied behavior analysis Services by certified therapists; and

c. Habilitative and rehabilitative Services, including occupational, physical, or speech therapy (both habilitative and rehabilitative Services are subject to the annual visit limit specified for Outpatient Rehab Therapy Services on your Member Payment Summary).

8.3.6 Chemotherapy, Radiation Therapy, and Dialysis

8.3.7 Cochlear Implants

For prelingual deafness in children or postlingual deafness in adults in limited circumstances that satisfy SelectHealth criteria. Must be Preauthorized.

8.3.8 Durable Medical Equipment (DME)

Only:

a. When used in conjunction with an otherwise covered condition and when:

   i. Prescribed by a Provider;

   ii. Primarily used for medical purposes and not for convenience, personal comfort, or other nontherapeutic purposes;

   iii. Required for Activities of Daily Living;

   iv. Not for duplication or replacement of lost, damaged, or stolen items; and

   v. Not attached to a home or vehicle.

b. Batteries only when used to power a wheelchair or an insulin pump for treatment of diabetes.

c. Continuous passive motion therapy for any indication for up to 21 days of continuous coverage from the first day applied.

SelectHealth will not provide payment for rental costs exceeding the purchase price. For covered rental DME that is subsequently purchased, cumulative rental costs are deducted from the purchase price.

8.3.9 Home Healthcare

a. When you:

   i. Have a condition that requires the services of a licensed Provider;

   ii. Are home bound for medical reasons;

   iii. Are physically unable to obtain necessary medical care on an outpatient basis; and

   iv. Are under the care of a Physician.

b. In order to be considered home bound, you must either:

   i. Have a medical condition that restricts your ability to leave the home without the assistance of another individual or supportive device or because absences from the home are medically contraindicated; or

   ii. Leave the home only to receive medical treatment that cannot be provided in your home or other treatments that require equipment that cannot be made available in your home or infrequently and for short periods of time for nonmedical purposes.

You are not considered home bound if you leave the home regularly for social activities, drive a car, or do regular grocery or other shopping, work or business.

8.3.10 Hospice Care

8.3.11 Injectable Drugs and Specialty Medications

Up to a 30-day supply, though exceptions can be made for travel purposes. Injectable drugs and specialty medications must be provided by a Participating Provider unless otherwise approved in writing in advance by SelectHealth. You may be required to receive the drug or medication in your Provider's office. Some Injectable Drugs and Specialty Medications may only be obtained from certain drug distributors. Call Member Services to determine if this is the case and to obtain information on participating drug vendors.

8.3.12 Miscellaneous Medical Supplies (MMS)

Only when prescribed by a Provider and not generally usable in the absence of an illness or injury. Only 90 days of diabetic supplies may be purchased at a time.

8.3.13 Neuropsychological Testing (Medical)

As a medical Benefit, only as follows:

a. Testing performed as part of the preoperative evaluation for patients undergoing:

   i. Seizure surgery;

   ii. Solid organ transplantation; or

   iii. Central nervous system malignancy.

b. Patients being evaluated for dementia/Alzheimer's disease;

c. Patients with Parkinson's Disease;

d. Stroke patients undergoing formal rehabilitation; and

e. Post-traumatic-brain-injury patients.

All other conditions are considered under the mental health Benefit, if applicable.

8.3.14 Organ Transplants

a. Only if:

   i. Preauthorized in advance by SelectHealth; and

   ii. Provided by Participating Providers in a Participating Facility unless otherwise approved in writing in advance by SelectHealth.

b. And only the following:

   i. Bone marrow as outlined in SelectHealth criteria;

   ii. Combined heart/lung;

   iii. Combined pancreas/kidney;

   iv. Cornea;

   v. Heart;

   vi. Kidney (but only to the extent not covered by any government program);

   vii. Liver;

   viii. Pancreas after kidney; and

   ix. Single or double lung.

For covered transplants, organ harvesting from donors is covered. Services for both the donor and the recipient are only covered under the recipient's coverage.

Costs of a chartered service if transportation to a transplant site cannot be accomplished within four hours by commercial carrier.

8.3.15 Orthotics and Other Corrective Appliances for the Foot

Not covered unless they are part of a lower foot brace, and they are prescribed as part of a specific treatment associated with recent, related surgery.

8.3.16 Osteoporosis Screening

Only central bone density testing (DEXA scan)

8.3.17 Palliative Care

Only Hospice Care.

8.3.18 Private Duty Nursing

On a short-term, outpatient basis during a transition of care when ordered by a Provider. Not available for Respite Care or Custodial Care.

8.3.19 Rehabilitation Therapy

Physical, occupational, and speech rehabilitative therapy when required to correct an impairment caused by a covered accident or illness or to restore an individual's ability to perform Activities of Daily Living.

8.3.20 Temporomandibular Joint (TMJ)

8.3.21 Vision Aids

Only:

a. Contacts if diagnosed with keratoconus, congenital cataracts, or when used as a bandage after eye trauma/injury; or

b. Monofocal intraocular lenses after cataract surgery.

8.4 Prescription Drug Services

Refer to Section 9 Prescription Drug Benefits for details.

SECTION 9 PRESCRIPTION DRUG BENEFITS

This section includes important information about how to use your Prescription Drug Benefits. Note: this section does not apply to you if your Member Payment Summary indicates that your Plan does not provide Prescription Drug Benefits.

9.1 Prescription Drug Benefit Resources

In addition to this Certificate, you can find additional information about your Pharmacy Benefits by doing any of the following:

a. Log in to My Health at selecthealth.org/myhealth and use Pharmacy Tools;

b. Visit selecthealth.org/pharmacy;

c. Refer to your Provider & Facility Directory; or

d. Call Member Services at 800-538-5038.

9.2 Use Participating Pharmacies

To get the most from your Prescription Drug Benefits, use a Participating Pharmacy and present your ID card when filing a prescription. SelectHealth contracts with pharmacy chains on a national basis and with independent pharmacies in Utah.

If you use a Nonparticipating Pharmacy, you must pay full price for the drug and submit to SelectHealth a Prescription Reimbursement Form with your itemized pharmacy receipt. If the drug is covered, you will be reimbursed the Allowed Amount minus your Copay/Coinsurance and/or Deductible.

9.3 Tiered Benefits

There are tiers (or levels) of covered prescriptions listed on your ID card and Member Payment Summary. This tiered Benefit allows you to choose the drugs that best meet your medical needs while encouraging you and your Provider to discuss treatment options and choose lower-tier drugs when therapeutically appropriate.

Drugs on each tier are selected by an expert panel of Physicians and pharmacists and may change periodically. To determine which tier a drug is assigned to, call Member Services or log in to My Health.

9.4 Filling Your Prescription

9.4.1 Copay/Coinsurance

You generally will be charged one Copay/Coinsurance per covered prescription up to a 30-day supply at a retail pharmacy. If your Provider prescribes a dose of a medication that is not available, you will be charged a Copay for each strength of the medication.

9.4.2 Quantity and Day Supply

Prescriptions are subject to SelectHealth quantity and day-supply Limitations that have been defined based upon FDA guidance or evidence-based literature. The most current information can be found by logging in to My Health.

9.4.3 Refills

Refills are allowed after 80 percent of the last refill has been used for a 30-day supply, and 50 percent for a 10-day supply. Some exceptions may apply; call Pharmacy Services for more information.

9.5 Generic Drug Substitution Required

Your Member Payment Summary will indicate if generic substitution is required. When generic substitution is required, if you purchase a brand-name drug instead of a Generic Drug, then you must pay the difference between the Allowed Amount for the Generic Drug and the Allowed Amount for the brand-name drug, plus your Copay/Coinsurance or Deductible. The difference in cost between the Generic Drug and brand-name drug will not apply to your pharmacy Deductible or Out-of-Pocket Maximum. Based upon clinical circumstances determined by SelectHealth's Pharmacy and Therapeutics Committee, some Prescription Drugs are excluded from this requirement.

9.6 Maintenance Drugs

SelectHealth offers a maintenance drug Benefit, allowing you to obtain a 90-day supply of certain drugs. This Benefit is available for maintenance drugs if you:

a. Have been using the drug for at least one month;

b. Expect to continue using the drug for the next year; and

c. Have filled the drug at least once within the past six months.

Maintenance drugs are identified by the letter (M) on the Prescription Drug List. You have two options when filling prescriptions under the maintenance drug Benefit: (1) Retail90SM, which is available at certain retail pharmacies; and (2) mail order. Please refer to your Member Payment Summary or contact Member Services to verify if the 90-day maintenance drug Benefit is available on your Plan.

9.7 Preauthorization of Prescription Drugs

There are certain drugs that require Preauthorization by your Provider to be covered by SelectHealth. Prescription drugs that require Preauthorization are identified on the Prescription Drug List. The letters (PA) appear next to each drug that requires Preauthorization. Preauthorization is also required if the drug is prescribed in excess of the Plan limits (quantity, duration of use, maximum dose, etc.). The most current information can be found at the SelectHealth website.

To obtain Preauthorization for these drugs, please have your Provider call SelectHealth Pharmacy Services at 800-442-3129.

If your Provider prescribes a drug that requires Preauthorization, you should verify that Preauthorization has been obtained before purchasing the medication. You may still buy these drugs if they are not Preauthorized, but they will not be covered and you will have to pay the full price.

9.8 Step Therapy

Certain drugs require your Provider to first prescribe an alternative drug preferred by SelectHealth. The alternative drug is generally a more cost-effective therapy that does not compromise clinical quality. If your Provider feels that the alternative drug does not meet your needs, SelectHealth may cover the drug without step therapy if SelectHealth determines it is Medically Necessary.

Prescription drugs that require step therapy are identified on the Prescription Drug List at the end of this section. The letters (ST) appear next to each drug that requires step therapy.

9.9 Coordination of Benefits (COB)

If you have other health insurance that is your primary coverage, claims must be submitted first to your primary insurance carrier before being submitted to SelectHealth. In some circumstances, your secondary policy may pay a portion of your out-of-pocket expense. When you mail a secondary claim to SelectHealth, you must include a Prescription Reimbursement Form and the pharmacy receipt in order for SelectHealth to process your claim. In some circumstances, an Explanation of Benefits (EOB) from your primary carrier may also be required.

9.10 Inappropriate Prescription Practices

In the interest of safety for our Members, SelectHealth reserves the right to not cover certain prescription drugs.

a. These drugs include:
   i. Narcotic analgesics;
   ii. Other addictive or potentially addictive drugs; and
   iii. Drugs prescribed in quantities, dosages, or usages that are outside the usual standard of care for the medication in question.

b. These drugs are not covered when they are prescribed:
   i. Outside the usual standard of care for the practitioner prescribing the drug;
   ii. In a manner inconsistent with accepted medical practice; or
   iii. For indications that are Experimental and/or Investigational.

This exclusion is subject to review by the SelectHealth Drug Utilization Panel and certification by a practicing clinician who is familiar with the drug and its appropriate use.

9.11 Prescription Drug Benefit Abuse

SelectHealth may limit the availability and filling of any Prescription Drug that is susceptible to abuse. SelectHealth may require you to:

a. Obtain prescriptions in limited dosages and supplies;
b. Obtain prescriptions only from a specified Provider;
c. Fill your prescriptions at a specified pharmacy;
d. Participate in specified treatment for any underlying medical problem (such as a pain management program);
e. Complete a drug treatment program; or
f. Adhere to any other specified limitation or program designed to reduce or eliminate drug abuse or dependence.

If you seek to obtain drugs in amounts in excess of what is Medically Necessary, such as making repeated emergency room/urgent care visits to obtain drugs, SelectHealth may deny coverage of any medication susceptible of abuse.

SelectHealth may terminate you from coverage if you make an intentional misrepresentation of material fact in connection with obtaining or attempting to obtain drugs, such as by intentionally misrepresenting your condition, other medications, healthcare encounters, or other medically relevant information. At the discretion of SelectHealth, you may be permitted to retain your coverage if you comply with specified conditions.

9.12 Pharmacy Injectable Drugs and Specialty Medications

Injectable drugs and specialty medications must be provided by a Participating Provider unless otherwise approved in writing in advance by SelectHealth. Most drugs received in a Provider's office or Facility are covered by your medical Benefits. For more specific information, please contact Member Services.

9.13 Prescription Drug List (PDL)

The PDL is a list containing the most commonly prescribed drugs in their most common strengths and formulations. It is not a complete list of all drugs covered by your Formulary. Drugs not included on the PDL may be covered at reduced benefits, or not covered at all, by your Plan. Refer to Appendix A Prescription Drug List for the PDL.

9.14 Exceptions Process

If your Provider believes that you require a certain drug that is not on your Formulary, normally requires step therapy, or exceeds a Quantity Limit, he or she may request an exception through the Preauthorization process.

9.15 Prescriptions Dispensed in a Provider's Office

Prescriptions dispensed in a Provider's office are not covered unless expressly approved by SelectHealth.

9.16 Disclaimer

SelectHealth refers to many of the drugs in this Certificate by their respective trademarks. SelectHealth does not own these trademarks. The manufacturer or supplier of each drug owns the drug's trademark. By listing these drugs, SelectHealth does not endorse or sponsor any drug, manufacturer, or supplier. Conversely, these manufacturers and suppliers do not endorse or sponsor any SelectHealth service or Plan, nor are they affiliated with SelectHealth.

SECTION 10 LIMITATIONS AND EXCLUSIONS

Unless otherwise noted in your Member Payment Summary or Appendix B Optional Benefits, the following Limitations and Exclusions apply.

10.1 Abortions/Termination of Pregnancy

Abortions are not covered except:

a. When determined by SelectHealth to be Medically Necessary to save the life of the mother; or

b. Where the pregnancy was caused by a rape or incest if evidence of the rape or incest is presented either from medical records or through the review of a police report or the filing of charges that a crime has been committed.

Medical complications resulting from an abortion are covered. Treatment of a miscarriage/spontaneous abortion (occurring from natural causes) is covered.

10.2 Acupuncture/Acupressure

Acupuncture and acupressure Services are not covered.

10.3 Administrative Services/Charges

Services obtained for administrative purposes are not covered. Such administrative purposes include Services obtained for or pursuant to legal proceedings, court orders, employment, continuing or obtaining insurance coverage, governmental licensure, home health recertification, travel, military service, school, or institutional requirements.

Provider and Facility charges for completing insurance forms, duplication services, interest (except where required by Utah Administration Code R590-192), finance charges, late fees, shipping and handling, missed appointments, and other administrative charges are not covered.

10.4 Allergy Tests/Treatments

a. The following allergy tests are not covered:
   i. Cytotoxic Test (Bryan's Test);
   ii. Leukocyte Histamine Release Test;
   iii. Mediator Release Test (MRT);
   iv. Passive Cutaneous Transfer Test (P-K Test);
   v. Provocative Conjunctival Test;
   vi. Provocative Nasal Test;
   vii. Rebuck Skin Window Test;
   viii. Rinkel Test;
   ix. Subcutaneous Provocative Food and Chemical Test; and
   x. Sublingual Provocative Food and Chemical Test.
b. The following allergy treatments are not covered:
   i. Allergoids;
   ii. Autogenous urine immunization;
   iii. LEAP therapy;
   iv. Medical devices (filtering air cleaner, electrostatic air cleaner, air conditioners etc.);
   v. Neutralization therapy;
   vi. Photo-inactivated extracts; and
   vii. Polymerized extracts.

10.5 Anesthesia

General anesthesia rendered in a Provider's office is not covered.

10.6 Attention-Deficit/Hyperactivity Disorder

Cognitive or behavioral therapies for the treatment of these disorders are not covered.

10.7 Bariatric Surgery

Surgery to facilitate weight loss is not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Bariatric Surgery Optional Benefit.

10.8 Biofeedback/Neurofeedback

Biofeedback/neurofeedback is not covered.

10.9 Birthing Centers and Home Childbirth

Childbirth in any place other than a Hospital is not covered. This includes all Provider and/or Facility charges related to the delivery.

10.10 Certain Cancer Therapies

Neutron beam therapy is not covered.

Proton beam therapy is not covered except in the following limited circumstances:

a. Chordomas or chondrosarcomas arising at the base of the skull or along the axial skeleton without distant metastases;
b. Other central nervous system tumors located near vital structures;
c. Pituitary neoplasms;
d. Uveal melanomas confined to the globe (not distant metastases); or
e. In accordance with SelectHealth medical policy.

Proton beam therapy is not covered for treatment of prostate cancer.

10.11 Certain Illegal Activities

Services are not covered for an illness, condition, accident, or injury arising from you or your Dependent:

a. Voluntarily participating in the commission of a felony;

b. Voluntarily participating in disorderly conduct, riot, or other breach of the peace;

c. Engaging in any conduct involving the illegal use or misuse of a firearm or other deadly weapon;

d. Driving or otherwise being in physical control of a car, truck, motorcycle, scooter, off-road vehicle, boat, or other motor-driven vehicle where either:

   i. A subsequent test shows that you or your Dependent has either a blood or breath alcohol concentration of .08 grams or greater at the time of the test; or

   ii. You or your Dependent has any illegal drug or other illegal substance in the Member's body to a degree that it affected the Member's ability to drive or operate the vehicle safely;

e. Driving or otherwise being in physical control of a car, truck, motorcycle, scooter, off-road vehicle, boat, or other motor-driven vehicle either without a valid driver's permit or license, if required under the circumstances or without the permission of the owner of the vehicle.

The presence of drugs or alcohol may be determined by tests performed by or for law enforcement, tests performed during diagnosis or treatment, or by other reliable means.

10.12 Chiropractic Services

Chiropractic Services are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Chiropractic Optional Benefit.

10.13 Claims After One Year

Claims are denied if submitted more than one year after the Services were provided unless notice was given or proof of loss was filed as soon as reasonably possible. Adjustments or corrections to claims can be made only if the supporting information is submitted within one year after the claim was first processed by SelectHealth unless the additional information relating to the claim was filed as soon as reasonably possible.

When SelectHealth is the secondary payer, coordination of benefits (COB) will be performed only if the supporting information is submitted to SelectHealth within one year after the claim was processed by the primary plan unless the information was provided as soon as reasonably possible.

10.14 Complementary and Alternative Medicine (CAM)

Complementary, alternative and nontraditional Services are not covered. Such Services include botanicals, homeopathy, homeopathic drugs, certain bioidentical hormones, massage therapies, aromatherapies, yoga, hypnosis, rolfing, and thermography.

10.15 Complications

All Services provided or ordered to treat complications of a non-Covered Service are not covered unless they arise one year or more after the date on which the non-Covered Service is performed.

10.16 Custodial Care

Custodial Care is not covered.

10.17 Debarred Providers

Services from Providers debarred by any state or federal health care program are not covered.

10.18 Dental Anesthesia

Services including local, regional, general, and/or intravenous sedation anesthesia, are not covered except for at Participating Facilities when members meet the following criteria:

a. You or your Dependent is developmentally delayed, regardless of his or her chronological age;

b. You or your Dependent, regardless of age, has a congenital cardiac or neurological condition and documentation is provided that the dental anesthesia is needed to closely monitor the condition; or

c. You or your Dependent is younger than five years of age and:

   i. The proposed dental work involves three or more teeth;

   ii. The diagnosis is nursing bottle-mouth syndrome or extreme enamel hypoplasia; and

   iii. The proposed procedures are restoration or extraction for rampant decay.

10.19 Dry Needling

Dry needling procedures are not covered.

10.20 Duplication of Coverage

The following are not covered:

a. Services that are covered by, or would have been covered if you or your Dependents had enrolled and maintained coverage in automobile insurance, including no-fault type coverage up to the minimum amount required by law. In the event of a claim, you should provide a copy of the Personal Injury Protection (PIP) documentation from the automobile insurance carrier.

b. Services that are covered by, or would have been covered if your employer had enrolled and maintained coverage in, Workers' Compensation insurance.

c. Services for which you have obtained a payment, settlement, judgment, or other recovery for future payment intended as compensation.

d. Services received by you or one of your Dependents while incarcerated in a prison, jail, or other correctional facility at the time Services are provided, including care provided outside of a correctional facility to a person who has been arrested or is under a court order of incarceration.

10.21 Exercise Equipment or Fitness Training

Fitness training, conditioning, exercise equipment, hot tubs, and membership fees to a spa or health club are not covered.

10.22 Experimental and/or Investigational Services

Except for Approved Clinical Trials, Experimental and/or Investigational Services are not covered.

10.23 Eye Surgery, Refractive

Radial keratotomy, LASIK, or other eye surgeries performed primarily to correct refractive errors are not covered.

10.24 Food Supplements

Except for Dietary Products, as described in Section 8 Covered Services, food supplements and substitutes are not covered.

10.25 Gender Reassignment Treatment and Surgery

Services, treatment, surgery, or counseling for gender dysphoria, including gender reassignment, are not covered.

10.26 Gene Therapy

Gene therapy or gene-based therapies are not covered.

10.27 Habilitation Therapy Services

Except Services for autism spectrum disorder as described in Section 8 Covered Services, Services designed to create or establish function that was not previously present are not covered.

10.28 Hearing Aids

Except for cochlear implants, as described in Section 8 Covered Services, the purchase, fitting, or ongoing evaluation of hearing aids, appliances, auditory brain implants, bone-anchored hearing aids, or any other procedure or device intended to establish or improve hearing or sound recognition is not covered.

10.29 Home Health Aides

Services provided by a home health aide are not covered.

10.30 Immunizations

The following immunizations are not covered: anthrax, BCG (tuberculosis), cholera, plague, typhoid, and yellow fever.

10.31 Mental Health

Inpatient and outpatient mental health and chemical dependency Services are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Mental Health/Chemical Dependency Optional Benefit.

10.32 Methadone Therapy

Methadone maintenance/therapy clinics or Services are not covered.

10.33 Non-Covered Service in Conjunction with a Covered Service

When a non-Covered Service is performed as part of the same operation or process as a Covered Service, only charges relating to the Covered Service will be considered. Allowed Amounts may be calculated and fairly apportioned to exclude any charges related to the non-Covered Service.

10.34 Pain Management Services

The following Services are not covered:

a. Prolotherapy;

b. Radiofrequency ablation of dorsal root ganglion; and

c. IV pamidronate therapy for the treatment of reflex sympathetic dystrophy.

10.35 Pervasive Developmental Disorder

Except Services for autism spectrum disorder as described in Section 8 Covered Services, Services for Pervasive Developmental Disorder are not covered.

10.36 Prescription Drugs/Injectable Drugs and Specialty Medications

The following are not covered:

a. Appetite suppressants and weight loss drugs;

b. Certain drugs with a therapeutic over-the-counter (OTC) equivalent;

c. Certain off-label drug usage, unless the use has been approved by a SelectHealth Medical Director or clinical pharmacist;

d. Compound drugs when alternative products are available commercially;

e. Cosmetic health and beauty aids;

f. Drugs not on your Formulary;

g. Drugs purchased from Nonparticipating Providers over the Internet;

h. Drugs purchased through a foreign pharmacy. However, please call Member Services if you have a special need for medications from a foreign pharmacy (for example, for an emergency while traveling out of the country);

i. Flu symptom drugs, except when approved by an expert panel of Physicians and SelectHealth;

j. Human growth hormone for the treatment of idiopathic short stature;

k. Infertility drugs;

l. Medical foods;

m. Drugs not meeting the minimum levels of evidence based upon one or more of the following:

   i. Food and Drug Administration (FDA) approval;

   ii. The drug has no active ingredient and/or clinically relevant studies as determined by the SelectHealth Pharmacy & Therapeutics Committee;

   iii. DrugDex;

   iv. National Comprehensive Cancer Network (NCCN); or

   v. As defined within SelectHealth's Preauthorization criteria or medical policy.

n. Drugs used for infertility purposes;

o. Minerals, fluoride, and vitamins other than prenatal or when determined to be Medically Necessary to treat a specifically diagnosed disease;

p. New drugs approved by the FDA after May 1, 2013 unless approved for coverage by SelectHealth;

q. Nicotine and smoking cessation drugs, except in conjunction with a SelectHealth-sponsored smoking cessation program;

r. Non-Sedating Antihistamines;

s. Over-the-counter (OTC) drugs, except as required by the Patient Protection and Affordable Care Act (ACA), or when all of the following conditions are met:

   i. The OTC drug is listed on a SelectHealth Formulary as a covered drug;

   ii. The SelectHealth Pharmacy & Therapeutics Committee has approved the OTC medication as a medically appropriate substitution of a Prescription Drug; and

   iii. You or your Dependent has obtained a prescription for the OTC drug from a licensed Provider and filled the prescription at a Participating Pharmacy.

t. Pharmaceuticals approved by the Food and Drug Administration as a medical device;

u. Prescription Drugs used for cosmetic purposes;

v. Prescription drugs used to inhibit and/or suppress drowsiness, sleepiness, tiredness, or exhaustion, unless preauthorized by the Plan;

w. Prescriptions written by a licensed dentist, except for the prevention of infection or pain in conjunction with a dental procedure;

x. Raw powders or chemical ingredients are not covered unless specifically approved by SelectHealth or submitted as part of a compounded prescription;

y. Replacement of lost, stolen, or damaged drugs;

z. Sexual dysfunction drugs. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Sexual Dysfunction Optional Benefit; and

aa. Travel-related medications, including preventive medication for the purpose of travel to other countries. See Immunizations in Section 10 Limitations and Exclusions.

10.37 Reconstructive, Corrective, and Cosmetic Services

a. Services provided for the following reasons are not covered:

i. To improve form or appearance;

ii. To correct a deformity, whether congenital or acquired, without restoring physical function;

iii. To cope with psychological factors such as poor self-image or difficult social relations;

iv. As the result of an accident unless the Service is reconstructive and rendered within five years of the cause or onset of the injury, illness, or therapeutic intervention, or a planned, staged series of Services (as specifically documented in the Member's medical record) is initiated within the five-year period; or

v. To revise a scar, whether acquired through injury or surgery, except when the primary purpose is to improve or correct a functional impairment.

b. The following procedures and the treatment for the following conditions are not covered, except as indicated:

i. Congenital cleft lip except for treatment rendered within 12 months of birth, or a planned, staged series of Services (as specifically documented in you or your Dependent's medical record) is initiated, or when congenital cleft lip surgery is performed as part of a cleft palate repair; or

ii. Treatment for venous telangiectasias (spider veins).

10.38 Rehabilitation Therapy Services.

The following are not covered:

a. Services for functional nervous disorders;

b. Speech therapy for developmental speech delay; and

c. Vision rehabilitation therapy Services.

10.39 Related Provider Services

Services provided to you or your Dependent by a Provider who ordinarily resides in the same household are not covered.

10.40 Respite Care

Respite Care is not covered.

10.41 Robot-Assisted Surgery

Robot-assisted surgery is limited to the procedures set forth in SelectHealth medical criteria. Direct costs for the use of the robot are not covered.

10.42 Sexual Dysfunction

Services related to sexual dysfunction are not covered. This Exclusion does not apply if your Member Payment Summary indicates that your Plan includes the Sexual Dysfunction Optional Benefit.

10.43 Specialty Services

Coverage for specific specialty Services may be restricted to only those Providers who are board certified or have other formal training that is considered necessary to perform those Services.

10.44 Specific Services

The following Services are not covered:

a. Anodyne infrared device for any indication;

b. Auditory brain implantation;

c. Automated home blood pressure monitoring equipment;

d. Chronic intermittent insulin IV therapy/metabolic activation therapy;

e. Coblation therapy of the soft tissues of the mouth, nose, throat, or tongue;

f. Computer-assisted interpretation of X-rays (except mammograms);

g. Computer-assisted navigation for orthopedic procedures;

h. Cryoablation therapy for plantar fasciitis and Morton's neuroma;

i. Extracorporeal shock wave therapy for musculoskeletal indications;

j. Freestanding/home cervical traction;

k. Home anticoagulation or hemoglobin A1C testing;

l. Infrared light coagulation for the treatment of hemorrhoids;

m. Interferential/neuromuscular stimulators;

n. Intimal Media Thickness (IMT) testing to assess risk of coronary disease;

o. Magnetic Source Imaging (MSI);

p. Manipulation under anesthesia for treatment of back and pelvic pain;

q. Mole mapping;

r. Nonsurgical spinal decompression therapy (e.g., VAX-D or DRS therapy);

s. Nucleoplasty or other forms of percutaneous disc decompression;

t. Oncofertility;

u. Pediatric/infant scales;

v. x.Peripheral nerve stimulation for occipital neuralgia and chronic headaches;

w. Platelet Rich Plasma or other blood derived therapies for orthopedic procedures;

x. Pressure Specified Sensory Device (PSSD) for neuropathy testing;

y. Prolotherapy;

z. Radiofrequency ablation for lateral epicondylitis;

aa. Radiofrequency ablation of the dorsal root ganglion;

bb. Secretin infusion therapy for the treatment of autism;

cc. Virtual colonoscopy as a screening for colon cancer; and

dd. Whole body scanning.

10.45 Telephone/E-mail Consultations

Except for certain TeleHealth services from approved Providers, charges for Provider telephone, e-mail, or other electronic consultations are not covered.

10.46 Terrorism or Nuclear Release

Services for an illness, injury, or connected disability are not covered when caused by or arising out of an act of international or domestic terrorism, as defined by United States Code, Title 18, Section 2331, or from an accidental, negligent, or intentional release of nuclear material or nuclear byproduct material as defined by United States Code, Title 18, Section 831.

10.47 Travel-related Expenses

Costs associated with travel to a local or distant medical provider, including accommodation and meal costs, are not covered.

10.48 War

Services for an illness, injury, or connected disability are not covered when caused by or arising out of a war or an act of war (whether or not declared) or service in the armed services of any country.

SECTION 11 HEALTHCARE MANAGEMENT

SelectHealth works to manage costs while protecting the quality of care. The Healthcare Management Program reviews three aspects of medical care: appropriateness of the care setting, Medical Necessity, and appropriateness of Hospital lengths of stay. You benefit from this process because it reduces unnecessary medical expenses, enabling SelectHealth to maintain reasonable Premium rates. The Healthcare Management process takes several forms.

11.1 Preauthorization

Preauthorization is prior approval from SelectHealth for certain Services and is considered a Preservice Claim (refer to Section 12 Claims and Appeals). Preauthorization is not required when SelectHealth is your secondary plan. However, it is required for injectable drugs and inpatient services when Medicare is your primary insurance. Obtaining Preauthorization does not guarantee coverage. Your Benefits for the Preauthorized Services are subject to the Eligibility requirements, Limitations, Exclusions and all other provisions of the Plan.

11.1.1 Services Requiring Preauthorization

Preauthorization is required for the following major Services:

a. All admissions to facilities, including rehabilitation, transitional care, skilled nursing, and all hospitalizations that are not for Urgent or Emergency Conditions;

b. All nonroutine obstetrics admissions, maternity stays longer than two days for a normal delivery or longer than four days for a cesarean section, and deliveries outside of the Service Area;

c. Home Healthcare, Hospice Care, and Private Duty Nursing;

d. Pain management/pain clinic Services;

e. Selected Prescription Drugs (Refer to the Prescription Drug List in Appendix A Prescription Drug Benefits);

f. All Services obtained outside of the United States unless a routine, Urgent or Emergency Condition;

g. Certain genetic testing;

h. The following Durable Medical Equipment:

   i. Insulin pumps and continuous glucose monitors;

   ii. Prosthetics (except eye prosthetics);

   iii. Negative pressure wound therapy electrical pump (wound vac);

   iv. Motorized or customized wheelchairs; and

   v. DME with a purchase price over $5,000;

i. The following medications (This list changes periodically. For the most current list, please visit selecthealth.org/pharmacy or call Pharmacy Services):

Abraxane
Absorica
Abstral
Actemra
Acthar
Actimmune
Actiq
Adcetris
Adcirca
Adempas
Adoxa
Afinitor
Alimta
Ampyra
Androderm
Arcalyst
Arzerra
Aubagio
Avastin
Axiron
Banzel
Benlysta
Berinert
Bexxar
Betaseron
Boniva (injectable)
Bosulif
Botox
Brisdelle
Caprelsa
Cayston
Cerezyme
Cialis
Cimzia
Cinryze
Cometriq
Cystaran
Diclegis
Dificid
Doryx
Dysport
Egrifta
Elelyso
Enbrel
Epaned

Erbitux
Erivedge
Erwinaze
Eylea
Extavia
Fentanyl Lozenges
Fentora
Firazyr
Flolan
Folotyn
Forteo
Fortesta
Gazyva
Gel-One
Genotropin
Gilenya
Gilotrif
Gleevec
Halaven
Hemophilia Factors
Humatrope
Humira
Hyalgan
Iclusig
Ilaris
Imbruvica
Incivek
Increlex
Inlyta
Intravenous Immunoglobulin (IVIG)
Istodax
Ixempra
Jakafi
Jetrea
Jevtana
Juxtapid
Kadcyla
Kalbitor
Kalydeco
Kineret
Korlym
Krystexxa
Kynamro
Kyprolis
Lazanda
Letairis
Lucentis
Macugen
Makena
Marqibo
Mekinist
MyoBloc
Nexavar
Norditropin
Novarel
NPlate
Nuedexta
Nulojix
Nutropin
Nuvigil
Olysio
Omnitrope
Onfi
Onmel
Opsumit
Oracea
Orencia
Orthovisc
Ovidrel
Ozurdex
Pegasys
PEG-Intron
Perjeta
Pomalyst
Pregnyl
Prialt
Procysbi
Prolia
Promacta
Protropin
Provenge
Provigil
Qutenza
Ravicti
Relistor
Remicade
Remodulin
Revatio
Revlimid
Sabril
Samsca
Saizen
Serostim
Signifor
Simponi
Sirturo
Solesta
Soliris
Solodyn
Somatuline
Somavert
Sovaldi
Sprycel
Stelara
Stivarga
Striant

Subsys
Sucraid
Supartz
Sutent
Sylatron
Synagis
Synribo
Tafinlar
Tarceva
Tasigna
Testim
Tev-Tropin
Thalomid
Tobi
Torisel
Tracleer
Treanda
Trokendi XR
Tykerb
Tysabri
Tyvaso
Valchlor
Varizig
Vecamyl
Vectibix
Velcade
Ventavis
Versacloz
Victrelis
Votrient
VPRIV
Xalkori
Xeljanz
Xenazine
Xeomin
Xgeva
Xiaflex
Xifaxan
Xofigo
Xolair
Xtandi
Xyrem
Yervoy
Zaltrap
Zelboraf
Zevalin
Zolinza
Zorbtive
Zytiga

11.1.2 Who is responsible for obtaining Preauthorization

Participating Providers and Facilities are responsible for obtaining Preauthorization on your behalf; however, you should verify that they have obtained Preauthorization prior to receiving Services.

You are responsible for obtaining Preauthorization when using a Nonparticipating Provider or Facility, or when obtaining cochlear implants or organ transplants.

11.1.3 How to request Preauthorization

If you need to request Preauthorization, call Member Services at 800-538-5038.

You should call SelectHealth as soon as you know you will be using a Nonparticipating Provider or Facility for any of the Services listed. Preauthorization is valid for up to six months.

11.1.4 Penalties

When you are responsible to Preauthorize, Benefits may be reduced or denied if you do not Preauthorize certain Services. If reduced, the Allowed Amount will be cut by 50 percent and Benefits will apply to what remains according to regular Plan guidelines. You will be responsible for the 50 percent penalty, your Copay, Coinsurance, and Deductible, and you may be responsible for any amount that exceeds the Allowed Amount. Any amount you pay will not apply to the Out-of-Pocket Maximum. Failure to obtain Preauthorization of cochlear implants, organ transplants, or certain prescription drugs will result in the denial of Benefits.

11.1.5 Statement of Rights Under the Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law, 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 vaginal delivery or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a Provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

11.2 Case Management

If you have certain serious or chronic conditions (such as spinal cord injuries, diabetes, asthma, or premature births), SelectHealth will work with you and your family, your Provider, and community resources to coordinate a comprehensive plan of care. This integrated approach helps you obtain appropriate care in cost-effective settings and reduces some of the burden that you and your family might otherwise face.

11.3 Benefit Exceptions

On a case-by-case basis, SelectHealth may extend or add Benefits that are not otherwise expressly covered or are limited by the Plan. In making this decision, SelectHealth will consider the medical appropriateness and cost effectiveness of the proposed exception.

When making such exceptions, SelectHealth reserves the right to specify the Providers, Facilities, and circumstances in which the additional care will be provided and to limit payment for additional Services to the amount SelectHealth would have paid had the Service been provided in accordance with the other provisions of the Plan. Benefits paid under this section are subject to all other Member payment obligations of the Plan such as Copays, Coinsurance, and Deductibles.

11.4 Second Opinions/Physical Examinations

After enrollment, SelectHealth has the right to request that you be examined by a mutually agreed upon Provider concerning a claim, a second opinion request, or a request for Preauthorization. SelectHealth will be responsible for paying for any such physical examination.

11.5 Medical Policies

SelectHealth has developed medical policies to serve as guidelines for coverage decisions. These guidelines detail when certain Services are considered Medically Necessary or Experimental and/or Investigational by SelectHealth. Medical policies do not supersede the express provisions of this Certificate. Some Plans may not provide coverage for certain Services discussed in medical policies. Coverage decisions are subject to all terms and conditions of the applicable Plan, including specific Exclusions and Limitations. Because medical policies are based on constantly changing science, they are periodically reviewed and updated by SelectHealth. For questions about SelectHealth's medical policies, call Member Services at 800-538-5038.

SECTION 12 CLAIMS AND APPEALS

12.1 Administrative Consistency

SelectHealth will follow administrative processes and safeguards designed to ensure and to verify that Benefit claim determinations are made in accordance with the provisions of the Plan and that its provisions have been applied consistently with respect to similarly situated Claimants.

12.2 Claims and Appeals Definitions

This section uses the following additional (capitalized) defined terms:

12.2.1 Adverse Benefit Determination

Any of the following: a Rescission of coverage or a denial, reduction, or termination of a claim for Benefits, or a failure to provide or make payment for such a claim in whole or in part, including determinations related to a Claimant's Eligibility, the application of a review under SelectHealth Healthcare Management Program, and determinations that particular Services are Experimental and/or Investigational or not Medically Necessary or appropriate.

12.2.2 Appeal(s)

Review by SelectHealth of an Adverse Benefit Determination or the negative outcome of a Preservice Inquiry.

12.2.3 Authorized Representative

Someone you have designated to represent you in the claims or Appeals process. To designate an Authorized Representative, you must provide written authorization on a form provided by the Appeals Department or Member Services. However, where an Urgent Preservice Claim is involved, a healthcare professional with knowledge of the medical condition will be permitted to act as your Authorized Representative without a prior written authorization. In this section, the words you and your include your Authorized Representative.

12.2.4 Benefit Determination

The decision by SelectHealth regarding the acceptance or denial of a claim for Benefits.

12.2.5 Claimant

Any Subscriber or Member making a claim for Benefits. Claimants may file claims themselves or may act through an Authorized Representative. In this section, the words you and your are used interchangeably with Claimant.

12.2.6 Concurrent Care Decisions

Decisions by SelectHealth regarding coverage of an ongoing course of treatment that has been approved in advance.

12.2.7 External Review

A review by an outside entity, at no cost to the Member, of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination).

12.2.8 Final Internal Adverse Benefit Determination

An Adverse Benefit Determination that has been upheld by SelectHealth at the completion of the mandatory Appeals process.

12.2.9 Independent Review Organization (IRO)

An entity that conducts independent External Reviews.

12.2.10 Postservice Appeal

A request to change an Adverse Benefit Determination for Services you have already received.

12.2.11 Postservice Claim

Any claim related to Services you have already received.

12.2.12 Preservice Appeal

A request to change an Adverse Benefit Determination on a Preservice Claim.

12.2.13 Preservice Claim

Any claim that requires approval prior to obtaining Services for you to receive full Benefits. For example, a request for Preauthorization under the Healthcare Management program is a Preservice Claim.

12.2.14 Preservice Inquiry

Your verbal or written inquiry to SelectHealth regarding the existence of coverage for proposed Services that do not involve a Preservice Claim, i.e., does not require prior approval for you to receive full Benefits. Preservice Inquiries are not claims and are not treated as Adverse Benefit Determinations.

12.2.15 Urgent Preservice Claim

Any Preservice Claim that, if subject to the normal timeframes for determination, could seriously jeopardize your life, health or ability to regain maximum function or that, in the opinion of your treating Physician, would subject you to severe pain that could not be adequately managed without the requested Services. Whether a claim is an Urgent Preservice Claim will be determined by an individual acting on behalf of SelectHealth applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that your treating Physician determines is an Urgent Preservice Claim will be treated as such.

12.3 How to Make a Preservice Inquiry

Preservice Inquiries should be directed to Member Services at 800-538-5038. A Preservice Inquiry is not a claim for Benefits.

12.4 How to File a Claim for Benefits

12.4.1 Urgent Preservice Claims

In order to file an Urgent Preservice Claim, you must provide SelectHealth with:

a. Information sufficient to determine to what extent Benefits are covered by the Plan; and

b. A description of the medical circumstances that give rise to the need for expedited review.

Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing an Urgent Preservice Claim, SelectHealth will notify you of the failure and the proper procedures to be followed. SelectHealth will notify you as soon as reasonably possible, but no later than 24 hours after receiving the claim. This notice may be verbal unless you specifically request otherwise in writing.

Notice of a Benefit Determination will be provided as soon as possible, taking into account the medical circumstances, but no later than 72 hours after receipt of the claim. However, if SelectHealth gives you notice of an incomplete claim, the notice will give you at least 48 hours to provide the requested information. SelectHealth will then provide a notice of Benefit Determination within 48 hours after receiving the specified information or the end of the period of time given you to provide the information, whichever occurs first. If the Benefit Determination is provided verbally, it will be followed in writing no later than three days after the verbal notice.

If the Urgent Preservice Claim involves a Concurrent Care Decision, notice of the Benefit Determination will be provided as soon as possible but no later than 24 hours after receipt of your claim for extension of treatment or care, as long as the claim is made at least 24 hours before the prescribed period of time expires or the prescribed number of treatments ends.

12.4.2 Other Preservice Claims

The procedure for filing most Preservice Claims (Preauthorization) is set forth in Section 11 Healthcare Management. If there is any other Benefit that would be subject to a Preservice Claim, you may file a claim for that Benefit by contacting Member Services. Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing a Preservice Claim, SelectHealth will provide notice of the failure and the proper procedures to be followed. This notification will be provided as soon as reasonably possible, but no later than five days after receipt of the claim, and may be verbal unless you specifically request it in writing.

Notice of a Benefit Determination will be provided in writing within a reasonable period appropriate to the medical circumstances, but no later than 15 days after receipt of the claim. However, SelectHealth may extend this period for up to an additional 15 days if SelectHealth: 1) determines that such an extension is necessary due to matters beyond its control; and 2) provides you written notice, prior to the end of the original 15-day period, of the circumstances requiring the extension and the date by which SelectHealth expects to render a decision. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will describe the required information, and you will be given 60 days from your receipt of the notice to provide the requested information.

Notice of an Adverse Benefit Determination regarding a Concurrent Care Decision will be provided sufficiently in advance of any termination or reduction of Benefits to allow you to Appeal and obtain a determination before the Benefit is reduced or terminates.

12.4.3 Postservice Claims

a. Participating Providers and Facilities. Participating Providers and Facilities file Postservice Claims with SelectHealth and SelectHealth makes payment to the Providers and Facilities.

b. Nonparticipating Providers and Facilities. Nonparticipating Providers and Facilities are not required to file claims with SelectHealth. If a Nonparticipating Provider or Facility does not submit a Postservice Claim to SelectHealth or you pay the Nonparticipating Provider or Facility, you must submit the claim in writing in a form approved by SelectHealth. Call Member Services or your employer to find out what information is needed to submit a Postservice Claim. All claims must be received by SelectHealth within a 12-month period from the date of the expense or as soon as reasonably possible. Claims received outside of this timeframe will be denied.

Notice of Adverse Benefit Determinations will be provided in writing within a reasonable period of time, but no later than 30 days after receipt of the claim. However, SelectHealth may extend this period for up to an additional 15 days if SelectHealth: 1) determines that such an extension is necessary due to matters beyond its control; and 2) provides you written notice, prior to the end of the original 30-day period, of the circumstances requiring the extension and the date by which SelectHealth expects to render a decision.

The applicable time period for the Benefit Determination begins when your claim is filed in accordance with SelectHealth's procedures, even if you have not submitted all the information necessary to make a Benefit Determination.

12.5 Problem Solving

SelectHealth is committed to making sure that any concerns or problems regarding your claims are investigated and resolved as soon as possible. Many situations can be resolved informally by a Member Services representative. Call Member Services at 800-538-5038. SelectHealth offers foreign language assistance.

12.6 Formal Appeals

If you are not satisfied with the result of working with Member Services, you may file a written formal Appeal of any Adverse Benefit Determination or the negative outcome of a Preservice Inquiry. Written formal Appeals should be sent to the SelectHealth Appeals Department. As the delegated claims review fiduciary under your Employer's Plan, SelectHealth will conduct a full and fair review of your Appeal and has final discretionary authority and responsibility for deciding all matters regarding Eligibility and coverage.

12.6.1 General Rules and Procedures

You will have the opportunity to submit written comments, documents, records, and other information relating to your Appeal. SelectHealth will consider this information regardless of whether it was considered in the Adverse Benefit Determination.

During an Appeal, no deference will be afforded to the Adverse Benefit Determination, and decisions will be made by fiduciaries who did not make the Adverse Benefit Determination and who do not report to anyone who did. If the Adverse Benefit Determination was based on medical judgment, including determinations that Services are Experimental and/or Investigational or not Medically Necessary, the fiduciaries during any Appeal will consult with a medical professional with appropriate training and experience in the appropriate field of medicine and who was neither consulted in connection with the Adverse Benefit Determination nor is the subordinate of such an individual. Upon request, you will be provided the identification of any medical expert(s) whose advice was obtained on behalf of SelectHealth in connection with the Adverse Benefit Determination, whether or not the advice was relied upon in making the Adverse Benefit Determination.

Before SelectHealth can issue a Final Internal Adverse Benefit Determination, you will be provided with any new or additional evidence or rationale considered, relied upon, or generated by SelectHealth in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a Final Internal Benefit Determination is required to be provided to give you a reasonable opportunity to respond prior to the date.

12.6.2 Form and Timing

All requests for an Appeal of an Adverse Benefit Determination (other than those involving an Urgent Preservice Claim) must be in writing and should include a copy of the Adverse Benefit Determination and any other pertinent information that you want SelectHealth to review in conjunction with your Appeal. Send all information to the SelectHealth Appeals Department at the following address:

Appeals Department
P.O. Box 30192
Salt Lake City, Utah 84130-0192

You may Appeal an Adverse Benefit Determination of an Urgent Preservice Claim on an expedited basis either verbally or in writing. You may Appeal verbally by calling the SelectHealth Appeals Department at 800-538-5038, ext.4684. If the request is made verbally, the SelectHealth Appeals Department will within 24 hours send written confirmation acknowledging the receipt of your request.

You may also formally Appeal the negative outcome of a Preservice Inquiry by writing to the SelectHealth Appeals Department at the address above. You should include any information that you wish SelectHealth to review in conjunction with your Appeal.

You must file a formal Appeal within 180 days from the date you received notification of the Adverse Benefit Determination or made the Preservice Inquiry, as applicable.

Appeals that do not comply with the above requirements are not subject to review by SelectHealth or legal challenge.

12.6.3 Appeals Process

As described below, the Appeals process differs for Preservice Claims and Postservice Claims. In each case, there are both mandatory and voluntary reviews. For purposes of the Appeals process only, Preservice Inquiries will be treated like Preservice Claims.

You must exhaust all mandatory reviews before you may pursue civil action, including if applicable under ERISA Section 502(a). It is your choice, however, whether or not to seek voluntary review, and you are not required to do so before pursuing civil action. SelectHealth agrees that any statute of limitations or other legal defense based on timeliness is suspended during the time that any voluntary Appeal is pending. Your decision whether or not to seek voluntary review will have no effect on your rights to any other Benefits. SelectHealth will provide you, upon request, sufficient information to enable you to make an informed decision about whether or not to engage in a voluntary review.

After a mandatory review process, you may choose to pursue civil action, including if applicable under ERISA Section 502(a). Failure to properly pursue the mandatory Appeals process may result in a waiver of the right to challenge the original decision of SelectHealth.

12.6.4 Preservice Appeals

The process for appealing a Preservice Claim provides one mandatory review, possible voluntary reviews, and the right to pursue civil action, including if applicable under ERISA Section 502(a).

Mandatory Review

Your Appeal will be investigated by the Appeals Department. All relevant, available information will be reviewed. The Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

Voluntary Review

After completing the mandatory review process described above, you may pursue a voluntary External Review or a voluntary internal review. However, External Review is only available in the circumstances described below. If you choose to pursue a voluntary External Review, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review, you must complete the Independent Review Request Form. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified by the IRO of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a review of your Appeal. Depending on the nature of the Appeal, it will be considered by either the Administrative Appeal Review Committee or the Clinical Appeal Review Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination. SelectHealth will notify you of the result of the review in writing within 30 days of the date you requested the review. If you are not satisfied with the decision made by the reviewing committee, you may request a review by the SelectHealth Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the reviewing committee notifies you of its decision.

12.6.5 Postservice Appeals

The process for appealing a Postservice Claim provides two mandatory reviews, possible voluntary reviews, and the right to pursue civil action, including if applicable under ERISA Section 502(a).

First Mandatory Review

Your Appeal will be investigated by the SelectHealth Appeals Department. All relevant information will be reviewed and the Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

Second Mandatory Review

If you are dissatisfied with the decision of the first mandatory review, you may request further consideration of your Appeal. Depending on the nature of the Appeal, it will be considered either by the Administrative Appeal Review Committee or the Clinical Appeal Review Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the reviewing committee notifies you of its decision. SelectHealth will notify you of the result of the second mandatory review in writing within 30 days of the date you requested the review.

Voluntary Review

After completing the mandatory review process described above, you may pursue either a voluntary External Review process or a voluntary internal review process. However, External Review is only available in the circumstances described below. If you choose to pursue the voluntary External Review process, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review you must complete the Independent Review Request Form. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date SelectHealth sends the Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a voluntary internal review of your Final Internal Adverse Benefit Determination by the SelectHealth Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its decision.

SECTION 13 OTHER PROVISIONS AFFECTING YOUR BENEFITS

13.1 Coordination of Benefits (COB)

When you or your Dependents have healthcare coverage under more than one health benefit plan, SelectHealth will coordinate Benefits with the other healthcare coverage according to the COB rules set forth in Utah Code, Section 31A-22-619.

13.1.1 Required Cooperation

You are required to cooperate with SelectHealth in administering COB. Cooperation may include providing notice of other health benefit coverage, copies of divorce decrees, bills and payment notices from other payers, and/or signing documents required by SelectHealth to administer COB. Failure to cooperate may result in the denial of claims.

13.1.2 Direct Payments

SelectHealth may make a direct payment to another health benefit plan when the other plan has made a payment that was the responsibility of SelectHealth. This amount will be treated as though it was a Benefit paid by the Plan, and SelectHealth will not have to pay that amount again.

13.2 Subrogation/Restitution

As a condition to receiving Benefits under the Plan, you and your Dependents (hereinafter you) agree that SelectHealth is automatically subrogated to, and has a right to receive equitable restitution from, any right of recovery you may have against any third party as the result of an accident, illness, injury, or other condition involving the third party (hereinafter third-party event) that causes you to obtain Covered Services that are paid for by SelectHealth. SelectHealth is entitled to receive as equitable restitution the proceeds of any judgment, settlement, or other payment paid or payable in satisfaction of any claim or potential claim that you have or could assert against the third party to the extent of all Benefits paid by SelectHealth or payable in the future by SelectHealth because of the third-party event.

Any funds you (or your agent or attorney) recover by way of settlement, judgment, or other award from a third party or from your own insurance due to a third-party event as described in this section shall be held by you (or your agent or attorney) in a constructive trust for the benefit of SelectHealth until SelectHealth's equitable restitution interest has been satisfied.

SelectHealth shall have the right to intervene in any lawsuit, threatened lawsuit, or settlement negotiation involving a third party for purposes of asserting and collecting its equitable restitution interest as described in this section. SelectHealth shall have the right to bring a lawsuit against, or assert a counterclaim or cross-claim against, you (or your agent or attorney) for purposes of collecting SelectHealth's equitable restitution interest or to enforce the constructive trust required by this section.

Except for proceeds obtained from uninsured or underinsured motorist coverage, this contractual right of subrogation/restitution applies whether or not you believe that you have been made whole or otherwise fully compensated by any recovery or potential recovery from the third party and regardless of how the recovery may be characterized (e.g., as compensation for damages other than medical expenses).

You are required to:

a. Promptly notify SelectHealth of all possible subrogation/restitution situations;
b. Help SelectHealth or its designated agent to assert its subrogation/restitution interest;
c. Not take any action that prejudices SelectHealth's right of subrogation/restitution, including settling a dispute with a third party without protecting SelectHealth's subrogation/restitution interest;
d. Sign any papers required to enable SelectHealth to assert its subrogation/restitution interest;
e. Grant to SelectHealth a first priority lien against the proceeds of any settlement, verdict, or other amounts you receive; and
f. Assign to SelectHealth any benefits you may have under any other coverage to the extent of SelectHealth's claim for restitution.

SelectHealth's right of subrogation/restitution exists to the full extent of any payments made, Services provided, or expenses incurred on your behalf because of or reasonably related to the third-party event.

You (or your agent or attorney) will be personally liable for the equitable restitution amount to the extent that SelectHealth does not recover that amount through the process described above.

If you fail to fully cooperate with SelectHealth or its designated agent in asserting SelectHealth's subrogation/restitution right, then limited to the compensation you (or your agent or attorney) have received from a third party, SelectHealth may reduce or deny coverage under the Plan and offset against any future claims. Further, SelectHealth may compromise with you on any issue involving subrogation/restitution in a way that includes your surrendering the right to receive further Services under the Plan for the third-party event.

SelectHealth will reduce the equitable restitution required in this section to reflect reasonable costs or attorneys' fees incurred in obtaining compensation, as separately agreed to in writing between SelectHealth and your attorney.

13.3 Right of Recovery

SelectHealth will have the right to recover any payment made in excess of the obligations of SelectHealth under the Contract. Such recoveries are limited to a time period of 12 months (or 24 months for a COB error) from the date a payment is made unless the recovery is due to fraud or intentional misrepresentation of material fact by you or your Dependents. This right of recovery will apply to payments made to you, your Dependents, your employer, Providers, or Facilities. If an excess payment is made by SelectHealth to you, you agree to promptly refund the amount of the excess. SelectHealth may, at its sole discretion, offset any future Benefits against any overpayment.

SECTION 14 SUBSCRIBER RESPONSIBILITIES

As a condition to receiving Benefits, you are required to:

14.1 Payment

Pay applicable contributions to your employer, and pay the Coinsurance, Copay, and/or Deductible amounts listed in your Member Payment Summary to your Provider(s) and/or Facilities.

14.2 Changes in Eligibility or Contact Information

Notify your employer when there is a change in your situation that may affect your Eligibility, the Eligibility of your Dependents, or if your contact information changes. Your employer has agreed to notify SelectHealth of these changes.

14.3 Other Coverage

Notify SelectHealth if you or your Dependents obtain other healthcare coverage. This information is necessary to accurately process and coordinate your claims.

14.4 Information/Records

Provide SelectHealth all information necessary to administer your coverage, including the medical history and records for you and your Dependents and, if requested, your social security number(s).

14.5 Notification of Members

Notify your enrolled Dependents of all Benefit and other Plan changes.

SECTION 15 EMPLOYER RESPONSIBILITIES

15.1 Enrollment

Your employer makes initial Eligibility decisions and communicates them to SelectHealth. SelectHealth reserves the right to verify that the Eligibility requirements of the Contract are satisfied. Your employer is obligated to promptly notify SelectHealth whenever there is a change in your situation that may affect your Eligibility or the Eligibility of your Dependents. This includes FMLA and other leaves of absence.

15.2 Payment

All enrollments are conditioned upon the timely payment of Premiums to SelectHealth.

15.3 Contract

The Contract is with your employer, and only your employer can change or terminate it. Your employer is responsible for notifying you of any changes to the Plan and for providing you at least 30 days written notice if the Contract is terminated for any reason.

15.4 Compliance

Your employer is responsible for complying with all reporting, disclosure, and other requirements for your Employer's Plan under federal law.

SECTION 16 DEFINITIONS

This Certificate of Coverage contains certain defined terms that are capitalized in the text and described in this section. Words that are not defined have their usual meaning in everyday language.

16.1 Activities of Daily Living

Eating, personal hygiene, dressing, and similar activities that prepare an individual to participate in work or school. Activities of Daily Living do not include recreational, professional, or school-related sporting activities.

16.2 Affordable Care Act (ACA)

The Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010 and associated regulations.

16.3 Allowed Amount

The dollar amount allowed by SelectHealth for a specific Covered Service.

16.4 Ambulatory Surgical Facility

A Facility licensed by the state where Services are provided to render surgical treatment and recovery on an outpatient basis to sick or injured persons under the direction of a Physician. Such a Facility does not provide inpatient Services.

16.5 Annual Open Enrollment

A period of time each year that may be offered by your employer during which you are given the opportunity to enroll yourself and your Dependents in the Plan.

16.6 Anodontia

The condition of congenitally missing all teeth, either primary or permanent.

16.7 Application

The form on which you apply for coverage under the Plan.

16.8 Approved Clinical Trials

A phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease (any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted) and is described in any of the following:

a. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:

   i. The National Institutes of Health.

   ii. The Centers for Disease Control and Prevention.

   iii. The Agency for Health Care Research and Quality.

   iv. The Centers for Medicare & Medicaid Services.

   v. Cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs.

   vi. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.

   vii. Any of the following if the appropriate review and approval through a system of peer review has been attained:

      1) The Department of Veterans Affairs.

      2) The Department of Defense.

      3) The Department of Energy.

b. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.

c. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

16.9 Benefit(s)

The payments and privileges to which you are entitled by this Certificate and the Contract.

16.10 Certificate of Coverage (Certificate)

This document, which describes the terms and conditions of the health insurance Benefits provided by your employer's Group Health Insurance Contract with SelectHealth. Your Member Payment Summary is attached to and considered part of this Certificate.

16.11 COBRA Coverage

Coverage required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

16.12 Coinsurance

A percentage of the Allowed Amount stated in your Member Payment Summary that you must pay for Covered Services to the Provider and/or Facility.

16.13 Continuation Coverage

COBRA Coverage and/or Utah mini-COBRA coverage.

16.14 Contract

The Group Health Insurance Contract between SelectHealth and your employer.

16.15 Copay (Copayment)

A fixed amount stated in your Member Payment Summary that you must pay for Covered Services to a Provider or Facility.

16.16 Covered Services

The Services listed as covered in Section 8 Covered Services, Section 9 Prescription Drug Benefits, Section 10 Limitations and Exclusions, and applicable Optional Benefits, and not excluded by this Certificate.

16.17 Custodial Care

Services provided primarily to maintain rather than improve a Member's condition or for the purpose of controlling or changing the Member's environment. Services requested for the convenience of the Member or the Member's family that do not require the training and technical skills of a licensed Nurse or other licensed Provider, such as convalescent care, rest cures, nursing home services, etc. Services that are provided principally for personal hygiene or for assistance in daily activities.

16.18 Deductible(s)

An amount stated in your Member Payment Summary that you must pay each Year for Covered Services before SelectHealth makes any payment. Some categories of Benefits may be subject to separate Deductibles.

16.19 Dental Services

Services rendered to the teeth, the tooth pulp, the gums, or the bony structure supporting the teeth.

16.20 Dependents

Your Eligible dependents as set forth in Section 2 Eligibility.

16.21 Durable Medical Equipment (DME)

Medical equipment that is able to withstand repeated use and is generally not useful in the absence of an illness or injury.

16.22 Effective Date

The date on which coverage for you and/or your Dependents begins.

16.23 Eligible, Eligibility

In order to be Eligible, you or your Dependents must meet the criteria for participation specified in Section 2 Eligibility and in the Group Application.

16.24 Emergency Condition(s)

A condition of recent onset and sufficient severity, including severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to reasonably expect that failure to obtain immediate medical care could result in:

a. Placing a Member's health in serious jeopardy;

b. Placing the health of a pregnant woman or her unborn child in serious jeopardy;

c. Serious impairment to bodily functions; or

d. Serious dysfunction of any bodily organ or part.

16.25 Employer Waiting Period

The period that you must wait after becoming Eligible for coverage before your Effective Date. Subject to approval by SelectHealth, your employer specifies the length of this period in the Group Application.

16.26 Employer's Plan

The group health plan sponsored by your employer and insured under the Contract.

16.27 Endorsement

A document that amends the Contract.

16.28 ERISA

The Employee Retirement Income Security Act (ERISA), a federal law governing employee benefit plans.

16.29 Excess Charges

Charges from Providers and Facilities that exceed the Allowed Amount for Covered Services. You are responsible to pay for Excess Charges from Nonparticipating Providers and Facilities. These charges do not apply to your Out-of-Pocket Maximum.

16.30 Exclusion(s)

Situations and Services that are not covered by SelectHealth under the Plan. Most Exclusions are set forth in Section 10 Limitations and Exclusions, but other provisions throughout this Certificate and the Contract may have the effect of excluding coverage in particular situations.

16.31 Experimental and/or Investigational

A Service for which one or more of the following apply:

a. It cannot be lawfully marketed without the approval of the Food and Drug Administration (FDA) and such approval has not been granted at the time of its use or proposed use;

b. It is the subject of a current investigational new drug or new device application on file with the FDA;

c. It is being provided pursuant to a Phase I or Phase II clinical trial or as the experimental or research arm of a Phase III clinical trial;

d. It is being or should be delivered or provided subject to the approval and supervision of an Institutional Review Board (IRB) as required and defined by federal regulations, particularly those of the FDA or the Department of Health and Human Services (HHS); or

e. If the predominant opinion among appropriate experts as expressed in the peer-reviewed medical literature is that further research is necessary in order to define safety, toxicity, effectiveness, or comparative effectiveness, or there is no clear medical consensus about the role and value of the Service.

16.32 Facility

An institution that provides certain healthcare Services within specific licensure requirements.

16.33 Formulary

The Prescription Drugs covered by your Plan.

16.34 Generic Drug(s)

A medication that has the same active ingredients, safety, dosage, quality, and strength as its brand-name counterpart. Both the brand-name drug and the Generic Drug must get approval from the FDA before they can be sold.

16.35 Group Application

A form used by SelectHealth both as an application for coverage by your employer and to specify group-specific details of coverage. The Group Application may contain modifications to the language of the Contract. It also demonstrates your employer's acceptance of the Contract. Other documents, such as Endorsements, may be incorporated by reference into the Group Application.

16.36 Group Health Insurance Contract

The agreement between your employer and SelectHealth that contains the terms and conditions under which SelectHealth provides group insurance coverage to you and your Dependents. The Group Application and this Certificate are part of the Group Health Insurance Contract.

16.37 Healthcare Management Program

A program designed to help you obtain quality, cost-effective, and medically appropriate care, as described in Section 11 Healthcare Management.

16.38 Home Healthcare

Services provided to Members at their home by a licensed Provider who works for an organization that is licensed by the state where Services are provided.

16.39 Hospice Care

Supportive care provided on an inpatient or outpatient basis to a terminally ill Member not expected to live more than six months.

16.40 Hospital

A Facility that is licensed by the state in which Services are provided that is legally operated for the medical care and treatment of sick or injured individuals.

A Facility that is licensed and operating within the scope of such license, which:

a. Operates primarily for the admission, acute care, and treatment of injured or sick persons as inpatients;

b. Has a 24-hour-a-day nursing service by or under the supervision of a graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.);

c. Has a staff of one or more licensed Physicians available at all times; and

d. Provides organized facilities for diagnosis and surgery either on its premises or in facilities available to the Hospital on a contractual prearranged basis.

16.41 Infertility

A condition resulting from a disease (an interruption, cessation, or disorder of body functions, systems, or organs) of the male or female reproductive tract which prevents the conception of a child or the ability to carry a pregnancy to delivery.

16.42 Injectable Drugs and Specialty Medications

A class of drugs that may be administered orally, as a single injection, intravenous infusion or in an inhaled/nebulized solution. Injectable drugs and specialty medications include all or some of the following:

a. Are often products of a living organism or produced by a living organism through genetic manipulation of the organism's natural function;

b. Are generally used to treat an ongoing chronic illness;

c. Require special training to administer;

d. Have special storage and handling requirements;

e. Are typically limited in their supply and distribution to patients or Providers; and

f. Often have additional monitoring requirements.

Certain drugs used in a Provider's office to treat common medical conditions (such as intramuscular penicillin) are not considered Injectable Drugs and specialty medications, because they are widely available, distributed without limitation, and are not the product of bioengineering.

16.43 Initial Eligibility Period

The period determined by SelectHealth and your employer during which you may enroll yourself and your Dependents in the Plan. The Initial Eligibility Period is identified in the Group Application.

16.44 Lifetime Maximum

The maximum accumulated amount that SelectHealth will pay for certain Covered Services (as allowed by the Affordable Care Act) during a Member's lifetime. This includes all amounts paid on behalf of the Member under any prior health benefit plans insured by SelectHealth (including those sponsored by former employers) or any of its affiliated or subsidiary companies. If applicable, lifetime maximums are specified in your Member Payment Summary.

16.45 Limitation(s)

Situations and Services in which coverage is limited by SelectHealth under the Plan. Most Limitations are set forth in Section 10 Limitations and Exclusions, but other provisions throughout this Certificate and the Contract may have the effect of limiting coverage in particular situations.

16.46 Major Diagnostic Tests

Diagnostic tests categorized as major by SelectHealth. SelectHealth categorizes tests based on several considerations such as the invasiveness and complexity of the test, the level of expertise required to interpret or perform the test, and where the test is commonly performed. Examples of common major diagnostic tests are:

a. Cardiac nuclear studies or cardiovascular procedures such as coronary angiograms;

b. Gene-based testing and genetic testing;

c. Imaging studies such as MRIs, CT scans, and PET scans; and

d. Neurologic studies such as EMGs and nerve conduction studies.

If you have a question about the category of a particular test, please contact Member Services.

16.47 Major Surgery

A surgical procedure having one or more of the following characteristics:

a. Performed within or upon the contents of the abdominal, pelvic, cranial or thoracic cavities;

b. Typically requiring general anesthesia;

c. Has a level of difficulty or length of time to perform which constitutes a hazard to life or function of an organ or tissue; or

d. Requires the special training to perform.

16.48 Maximum Annual Out-of-Network Payment

The maximum accumulated amount SelectHealth will pay each Year for Covered Services applied to the Nonparticipating (Out-of-Network) Benefit.

The limit includes all amounts paid on behalf of the Member under any prior Plans provided by SelectHealth or any of its affiliated or subsidiary companies for any one Year. The Maximum Annual Out-of-Network Payment amount is specified in your Member Payment Summary.

16.49 Medical Director

The Physician(s) designated as such by SelectHealth.

16.50 Medical Necessity/Medically Necessary

Services that a prudent healthcare professional would provide to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or its symptoms in a manner that is:

a. In accordance with generally accepted standards of medical practice in the United States;

b. Clinically appropriate in terms of type, frequency, extent, site, and duration; and

c. Not primarily for the convenience of the patient, Physician, or other Provider.

When a medical question-of-fact exists, Medical Necessity shall include the most appropriate available supply or level of service for the Member in question, considering potential benefit and harm to the Member.

Medical Necessity is determined by the treating Physician and by SelectHealth's Medical Director or his or her designee. The fact that a Provider or Facility, even a Participating Provider or Facility, may prescribe, order, recommend, or approve a Service does not make it Medically Necessary, even if it is not listed as an Exclusion or Limitation. FDA approval, or other regulatory approval, does not establish Medical Necessity.

16.51 Member

You and your Dependents, when properly enrolled in the Plan and accepted by SelectHealth.

16.52 Member Payment Summary

A summary of your Benefits by category of service, attached to and considered part of this Certificate.

16.53 Minor Diagnostic Tests

Tests not categorized as Major Diagnostic Tests. Examples of common minor diagnostic tests are:

a. Bone density tests;

b. Certain EKGs;

c. Echocardiograms;

d. Common blood and urine tests;

e. Simple X-rays such as chest and long bone X-rays; and

f. Spirometry/pulmonary function testing.

16.54 Miscellaneous Medical Supplies (MMS)

Supplies that are disposable or designed for temporary use.

16.55 Nonparticipating (Out-of-Network) Benefits

A lower level of Benefits available for Covered Services obtained from a Nonparticipating Provider or Facility, even when such Services are not available through Participating Providers or Facilities.

16.56 Nonparticipating (Out-of-Network) Facility

Healthcare Facilities that are not under contract with SelectHealth.

16.57 Nonparticipating (Out-of-Network) Pharmacies

Pharmacies that are not under contract with SelectHealth.

16.58 Nonparticipating (Out-of-Network) Provider

Providers that are not under contract with SelectHealth.

16.59 Nurse

A graduate Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.) who is licensed by the state where Services are provided to provide medical care and treatment under the supervision of a Physician.

16.60 Oligodontia

The condition of congenitally missing more than six teeth, not including third molars or wisdom teeth.

16.61 Optional Benefit

Additional coverage purchased by your employer as noted in your Member Payment Summary that modifies Limitations and/or Exclusions.

16.62 Out-of-Pocket Maximum

The maximum amount specified in your Member Payment Summary that you must pay each Year to Providers and/or Facilities as Deductibles, Copays, and Coinsurance. Except when otherwise noted in your Member Payment Summary, SelectHealth will pay 100 percent of Allowed Amounts during the remainder of the Year once the Out-of-Pocket Maximum is satisfied. Some categories of Benefits may be subject to separate Out-of-Pocket Maximums. Payments you make for Excess Charges, non-Covered Services, and certain categories of Services specified in your Member Payment Summary are not applied to the Out-of-Pocket Maximum.

16.63 Palliative Care

Comprehensive, specialized care provided by an interdisciplinary team to patients and families living with a life-threatening or severe advanced illness where the focus of care is to alleviate suffering and maintain an acceptable quality of life. Hospice Care for terminally ill patients is one type of palliative care.

16.64 Participating (In-Network) Benefits

The higher level of Benefits available to you when you obtain Covered Services from a Participating Provider or Facility.

16.65 Participating (In-Network) Facility

Facilities under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.66 Participating (In-Network) Pharmacies

Pharmacies under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.67 Participating (In-Network) Providers

Providers under contract with SelectHealth to accept Allowed Amounts as payment in full for Covered Services.

16.68 Pervasive Developmental Disorder (PDD/Developmental Delay)

A state in which an individual has not reached certain developmental milestones normal for that individual's age, yet no obvious medical diagnosis or condition has been identified that could explain the cause of this delay. PDD includes five disorders characterized by delays in the development of multiple basic functions, including socialization and communication. PDD includes:

a. Aspeger's Syndrome;

b. Autistic Disorder;

c. Childhood Disintegrative Disorder;

d. Pervasive developmental disorder not otherwise specified; and

e. Rett's Disorder.

16.69 Physician

A doctor of medicine or osteopathy who is licensed by the state in which he or she provides Services and who practices within the scope of his or her license.

16.70 Plan

The specific combination of Covered Services, Limitations, Exclusions, and other requirements agreed upon between SelectHealth and your employer as set forth in this Certificate and the Contract.

16.71 Plan Sponsor

As defined in ERISA. The Plan Sponsor is typically your employer.

16.72 Preauthorization (Preauthorize)

Prior approval from SelectHealth for certain Services. Refer to Section 11 Healthcare Management and your Member Payment Summary.

16.73 Premium(s)

The amount your Employer periodically pays to SelectHealth as consideration for providing Benefits under the Plan. The Premium is specified in the Group Application.

16.74 Prescription Drugs

Drugs and medications, including insulin, that by law must be dispensed by a licensed pharmacist and that require a Provider's written prescription.

16.75 Preventive Services

Periodic healthcare that includes screenings, checkups, and patient counseling to prevent illness, disease, or other health problems not previously known to exist in the individual, and as defined by the Affordable Care Act and/or SelectHealth.

16.76 Primary Care Physician or Primary Care Provider (PCP)

A general practitioner who attends to common medical problems, provides Preventive Services, and health maintenance. The following types of Physicians and Providers, and their associated physician assistants and nurse practitioners, are PCPs:

a. Certified Nurse Midwives;

b. Family Practice;

c. Geriatrics;

d. Internal Medicine;

e. Obstetrics and Gynecology (OB/GYN); and

f. Pediatrics.

16.77 Private Duty Nursing

Services rendered by a Nurse to prepare and educate family members and other caregivers on proper procedures for care during the transition from an acute Hospital setting to the home setting.

16.78 Provider

A vendor of healthcare Services licensed by the state where Services are provided and that provides Services within the scope of its license.

16.79 Qualified Medical Child Support Order (QMCSO)

A court order for the medical support of a child as defined in ERISA.

16.80 Rescission (Rescind)

A cancellation or discontinuance of coverage that has retroactive effect, except to the extent it is attributable to a failure to timely pay required Premiums or contributions towards the cost of coverage.

16.81 Residential Treatment Center

A licensed psychiatric facility which provides 24-hour continuous, individually-planned programs of therapeutic treatment and supervision.

16.82 Respite Care

Care provided primarily for relief or rest from caretaking responsibilities.

16.83 Secondary Care Physician or Secondary Care Provider (SCP)

Physicians and other Providers who are not a Primary Care Physician or Primary Care Provider. Examples of an SCP include:

a. Cardiologists;

b. Dermatologists;

c. Neurologists;

d. Ophthalmologists;

e. Orthopedic Surgeons; and

f. Otolaryngologists (ENTs).

16.84 Service Area

The geographical area in which SelectHealth arranges for Covered Services for Members from Participating Providers and Facilities. Contact SelectHealth for Service Area information if the U.S. Postal Service changes or adds ZIP codes after the beginning of the Year.

The Select Med PLUS® Service Area includes the following counties: Beaver, Box Elder, Cache, Carbon, Davis, Duchesne, Garfield, Grand, Iron, Juab, Kane, Millard, Morgan, Piute, Rich, Salt Lake, San Juan, Sanpete, Sevier, Summit, Tooele, Uintah, Utah, Wasatch, Washington, Wayne, and Weber. However, not all ZIP codes within these counties are included. The following ZIP codes are not part of the Select Med Plus Service Area: 84008, 84034, 84035, 84078, 84079, 84083, 84313, 84329, 84712, 84716, 84717, 84718, 84723, 84734, 84736, 84759, 84764, and 84776.

16.85 Service(s)

Services, care, tests, treatments, drugs, medications, supplies, or equipment.

16.86 Skilled Nursing Facility

A Facility that provides Services that improve, rather than maintain, your health condition, that requires the skills of a Nurse in order to be provided safely and effectively, and that:

a. Is being operated as required by law;

b. Is primarily engaged in providing, in addition to room and board accommodations, skilled nursing care under the supervision of a Physician;

c. Provides 24 hours a day, seven days a week nursing service by or under the supervision of a Registered Nurse (R.N.); and

d. Maintains a daily medical record of each patient.

A Skilled Nursing Facility is not a place that is primarily used for rest or for the care and treatment of mental diseases or disorders, chemical dependency, alcoholism, Custodial Care, nursing home care, or educational care.

16.87 Special Enrollment Right

An opportunity to enroll in the Plan outside of your employer's Annual Open Enrollment period under defined circumstances described in Section 3 Enrollment.

16.88 Subscriber

You, the individual with an employment or another defined relationship to the Plan Sponsor, through whom Dependents may be enrolled with SelectHealth.

16.89 TeleHealth

Otherwise covered evaluation and management, genetic counseling, and mental health Services provided via interactive (synchronous) video and audio telecommunications systems and as otherwise indicated in medical policy.

16.90 Urgent Condition(s)

An acute health condition with a sudden, unexpected onset that is not life threatening but that poses a danger to a person's health if not attended by a Physician within 24 hours, e.g., high fevers, possible fractures.

16.91 Utah mini-COBRA

Continuation coverage required by Utah law for employers with fewer than 20 employees.

16.92 Year

Benefits are calculated on either a calendar-year or plan-year basis, as indicated on your Member Payment Summary.

a. The calendar year begins on January 1 at 12:00 a.m. Mountain Standard Time and ends on December 31, at 11:59 p.m. Mountain Standard Time.

b. The plan year, if applicable, is indicated in the Group Application.

appendix A

prescription drug list

RXSELECT® PRESCRIPTION DRUG LIST (UTAH)

This is a summary of the prescription drugs covered on your plan. This printed version contains only the most commonly prescribed drugs in their most common strengths and formulations.

Your drug benefit has four tiers (levels) of coverage. The tiers determine the amount you are responsible to pay. In most cases, drugs on lower tiers will cost you less. Copay and coinsurance amounts are shown on your Member Payment Summary (MPS) and ID Card.

This is not a complete list of all covered drugs and may change due to new drugs, therapies, or other factors. If you have questions about your prescription drug benefits, please call Member Services at **800-538-5038** weekdays, from 7:00 a.m. to 8:00 p.m., and Saturdays, from 9:00 a.m. to 2:00 p.m. TTY users should call 711.

View the most current drug coverage and pharmacy benefit information by logging in to *My Health* at selecthealth.org. Once logged in, go to "Pharmacy Claims" to find:

- Drug prices and potential lower-cost alternatives for drugs you already take
- A drug lookup, searchable by drug name and dose
- Tier statuses of prescription drugs, including injectables
- Your prescription copays and benefits
- Maintenance drug (90-day) medications
- Explanations of Benefits (EOBs) for your drug claims
- Preauthorization and step therapy requirements
- Participating pharmacies, including Retail90®

LEGEND

(PA) Preauthorization

Coverage of certain drugs is based on medical necessity. For these drugs, you will need preauthorization from SelectHealth; otherwise, you will be responsible to pay the drug's full retail price.

(M) Maintenance Drug

These drugs qualify for the 90-day maintenance drug benefit.

(ST) Step Therapy

Drugs that require step therapy are covered by SelectHealth only after you have tried the alternative therapy, and it didn't work (the therapy failed). Step therapy generally applies only to brand-name drugs.

(QL) Quantity Limits

Quantity limitations apply to certain drugs (e.g., maximum number of tablets or capsules per prescription). Preauthorization is required if the medication exceeds the plan limits.

(AGE) Age Limit

A minimum or maximum age limit requirement must be met for coverage.

Preventive Drugs

Drug Catagories with an "*" are considered **preventive drugs** and may be covered at a different benefit than other drugs. Prescriptions vary in strength and formulation, and your specific prescription may be covered at a different tier than is listed here. If your plan includes the **value-based option**, Tier 2 drugs in these categories are covered at the Tier 1 benefit. Refer to your Member Payment Summary (MPS) and ID Card for details.

Noncovered Drug Exceptions

For drugs that are not covered, you, your physician, or your pharmacy may request coverage based on medical necessity. Requests are granted on a case-by-case basis.

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
ACNE						
				ACANYA GEL	3	(ST)
	AMNESTEEM	1				
	CLARAVIS	1				
				CLARAVIS (CAP) 30MG	3	
				CLEOCIN-T	3	
	CLINDAMY/BEN	1		BENZACLIN GEL	3	
	MYORISAN	1				
	SOTRET	1				
	TRETINOIN	1	(AGE)	RETIN-A CREAM	3	(AGE)
	ZENATANE	1		ABSORICA	3	(PA)
				ZENATANE (CAP) 30MG	3	
ALLERGY NASAL PREPARATIONS						
	FLUTICASONE	1	(M)	FLONASE	3	(M)
ANTI-TNF-ALPHA MONOCLONAL ANTIBODIES						
				HUMIRA	4	(PA)(QL)
				ENBREL	4	(PA)(QL)
				CIMZIA	4	(PA)(QL)
ANTIBIOTICS CEPHALOSPORINS						
	CEFDINIR	1				
	CEPHALEXIN	1		KEFLEX	3	
ANTIBIOTICS MACROLIDES						
	AZITHROMYCIN	1	(QL)	ZITHROMAX	3	(QL)
	CLINDAMYCIN	1		CLEOCIN	3	
ANTIBIOTICS MISC. ANTIBIOTICS						
	METRONIDAZOLE	1		FLAGYL	3	
	NITROFURANTN	1		MACROBID	3	
	SMZ/TMP DS	1		BACTRIM DS	3	
ANTIBIOTICS PENICILLINS						
	AMOX/K CLAV	1		AUGMENTIN	3	
	AMOXICILLIN	1				
	PENICILLN VK	1				
ANTIBIOTICS QUINOLONES						
	CIPROFLOXACN	1		CIPRO	3	
	LEVOFLOXACIN	1		LEVAQUIN	3	
ANTIBIOTICS TETRACYCLINES						
	DOXYCYC MONO	1		MONODOX	3	(PA)
	DOXYCYC MONO (TAB) 150MG	1	(PA)(QL)	ADOXA PAK 1/ (TAB) 150MG	3	(PA)(QL)
	DOXYCYCLINE (CAP) 150MG	1	(PA)(QL)	ADOXA (CAP) 150MG	3	(PA)(QL)
	MINOCYCLINE	1		MINOCIN	3	(ST)
ANTIFUNGALS						
	FLUCONAZOLE	1	(QL)	DIFLUCAN	3	(QL)
ANTIMALARIALS						
	HYDROXYCHLOR	1		PLAQUENIL	3	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
ANTIMETABOLITES						
	METHOTREXATE	1		TREXALL	2	
ANTIPARKINSON DOPAMINERGICS						
	PRAMIPEXOLE	1	(QL)(M)	MIRAPEX	3	(QL)(M)
	ROPINIROLE	1	(QL)(M)	REQUIP	3	(QL)(M)
ANTIVIRALS						
	ACYCLOVIR	1		ZOVIRAX (TAB) 400MG	2	
	ACYCLOVIR	1		ZOVIRAX (TAB) 800MG	3	
	VALACYCLOVIR	1	(QL)	VALTREX	3	(QL)
ANXIETY & SLEEP DISORDER						
	ALPRAZOLAM	1		XANAX	3	
	BUSPIRONE	1	(M)			
	DIAZEPAM	1		VALIUM	3	
	ESZOPICLONE	1	(QL)	LUNESTA	3	(ST)(QL)
	HYDROXYZINE PAM	1		VISTARIL	3	
	LORAZEPAM	1		ATIVAN	3	
	TEMAZEPAM (CAP) 15MG AND 30MG	1	(QL)	RESTORIL (CAP) 15MG AND 30MG	3	(QL)
	ZOLPIDEM	1	(QL)	AMBIEN	3	(ST)(QL)
	ZOLPIDEM ER	1	(QL)	AMBIEN CR	3	(ST)(QL)
*ASTHMA**						
				ADVAIR DISKU	3	(PA)(QL)
				ADVAIR HFA	3	(PA)(QL)
	ALBUTEROL	1	(M)			
				DULERA	2	(QL)
				FLOVENT HFA	2	(QL)
	MONTELUKAST	1	(QL)(M)	SINGULAIR	3	(ST)(QL)
				PROAIR HFA AER	2	(QL)
				PROVENTIL AER HFA	3	(QL)
				QVAR	2	(QL)
				SYMBICORT	2	(QL)
				VENTOLIN HFA AER	2	(QL)
*CADRIOVASCULAR ANTIADRENERGICS**						
	CLONIDINE	1	(M)	CATAPRES	3	(M)
CARDIOVASCULAR ACE INHIBITORS						
	LISINOPRIL	1	(M)	ZESTRIL	2	(M)
CARDIOVASCULAR ANGIOTENSIN II RECEPTOR BLOCKERS						
	LOSARTAN POTASSIUM	1	(QL)(M)	COZAAR	3	(QL)(M)
*CARDIOVASCULAR BETA-BLOCKERS**						
	ATENOLOL	1	(M)	TENORMIN	3	(M)
	CARVEDILOL	1	(M)	COREG	3	(M)
	METOPROLOL TARTRATE	1	(M)	LOPRESSOR	3	(M)
	METOPROLOL	1	(M)	TOPROL XL	3	(M)
	PROPRANOLOL	1	(M)	INDERAL LA	3	(M)

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
*CARDIOVASCULAR BLOOD MODIFIERS**						
	CLOPIDOGREL	1	(QL)(M)	PLAVIX	3	(QL)(M)
				ELIQUIS	2	(QL)(M)
	WARFARIN	1	(M)	COUMADIN	2	(M)
				XARELTO	2	(QL)(M)
*CARDIOVASCULAR CALCIUM CHANNEL BLOCKERS**						
	AMLODIPINE	1	(M)	NORVASC	3	(M)
	CARTIA XT	1	(M)	CARDIZEM CD	3	(M)
	DILTIAZEM	1	(M)	CARDIZEM CD	3	(M)
				ISOPTIN SR	3	(M)
	VERAPAMIL	1	(M)	CALAN SR	3	(M)
*CARDIOVASCULAR COMBINATION/OTHER**						
	AMLOD/BENAZP	1	(M)	LOTREL	3	(M)
	LISINOP/HCTZ	1	(M)	ZESTORETIC	3	(M)
	LOSARTAN/HCT	1	(QL)(M)	HYZAAR	3	(QL)(M)
	VALSART/HCTZ	1	(QL)(M)	DIOVAN HCT	3	(ST)(QL)(M)
*CARDIOVASCULAR DIURETICS (WATER PILLS)**						
	FUROSEMIDE	1	(M)	LASIX	3	(M)
	HYDROCHLOROT	1	(M)	MICROZIDE	3	(M)
	SPIRONOLACT	1	(M)	ALDACTONE	3	(M)
	TRIAMT/HCTZ	1	(M)	MAXZIDE	3	(M)
*CHOLESTEROL**						
	ATORVASTATIN	1	(QL)(M)	LIPITOR	3	(PA)(QL)(M)
				CRESTOR (TAB) 5 AND 10MG	2	(ST)(QL)(M)
				CRESTOR (TAB) 20MG AND 40MG	2	(QL)(M)
	FENOFIBRATE	1	(M)	TRICOR	3	
	LOVASTATIN	1	(M)	MEVACOR	3	
	PRAVASTATIN	1	(QL)(M)	PRAVACHOL	3	(QL)(M)
	SIMVASTATIN	1	(QL)(M)	ZOCOR	3	(QL)(M)
*CHRONIC OBSTRUCTIVE PULMONARY DISEASE (COPD)**						
				TUDORZA PRES	2	(QL)
COBALAMINS						
	CYANOCOBALAM	1				
				NASCOBAL	3	
CONTRACEPTION (BIRTH CONTROL)						
	GENERICS	1	(M)	BRANDS	3	(M)
				NUVARING	2	(QL)(M)
COUGH/COLD/ALLERGY COMBINATIONS						
	PROMETH/COD	1				
DERMATOLOGICALS (SKIN) MISC. DERMATOLOGICALS						
				CENTANY	3	
	MUPIROCIN	1		BACTROBAN	3	
DERMATOLOGICALS (SKIN) STEROIDS						
	TRIAMCINOLON	1				
				TRIANEX	3	
	TRIDERM	1				

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
*DIABETIC INJECTABLES**						
				LANTUS	2	(M)
				NOVOLOG	2	(M)
				TOUJEO SOLO	2	(M)
				TRULICITY	2	(ST)(QL)(M)
				VICTOZA	2	(ST)(QL)(M)
*DIABETIC ORAL ANTIDIABETICS**						
	GLIMEPIRIDE	1	(M)	AMARYL	3	(M)
	METFORMIN	1	(M)	GLUCOPHAGE	3	(M)
	METFORMIN	1	(M)	FORTAMET	3	(M)
	PIOGLITAZONE	1	(QL)(M)	ACTOS	3	(QL)(M)
				INVOKANA	2	(ST)(QL)(M)
				JARDIANCE	2	(ST)(QL)(M)
				TRADJENTA	2	(QL)(M)
				NESINA	2	(QL)(M)
FLUORIDE						
	FLUORIDE	1	(QL)(M)(AGE)			
FOLIC ACID/FOLATES						
	FOLIC ACID	1	(M)			
GASTROINTESTINAL (DIGESTIVE) NAUSEA & VOMITING						
	ONDANSETRON	1	(QL)	ZOFRAN	3	(QL)
	PROMETHAZINE	1				
GASTROINTESTINAL (DIGESTIVE) ULCER TREATMENTS						
	RANITIDINE	1	(QL)(M)	ZANTAC	3	(M)
GASTROINTESTINAL (DIGESTIVE) ULCER TREATMENTS						
				DEXILANT	3	(ST)(QL)(M)
	LANSOPRAZOLE	1	(QL)(M)	PREVACID	3	(ST)(QL)(M)
	OMEPRAZOLE	1	(QL)(M)	PRILOSEC	3	(ST)(QL)(M)
	PANTOPRAZOLE	1	(QL)(M)	PROTONIX	3	(ST)(QL)(M)
HORMONE REPLACEMENT THERAPY FEMALE						
	ESTRADIOL	1	(QL)(M)	ALORA	3	(QL)(M)
	ESTRADIOL	1	(QL)(M)	ESTRACE	3	(QL)(M)
	ESTRADIOL	1	(QL)(M)	MINIVELLE	3	(QL)(M)
				VIVELLE-DOT	3	(QL)(M)
HORMONE REPLACEMENT THERAPY MALE						
				ANDROGEL GEL 1.62%	2	(QL)(M)
	TESTOST CYP	1	(M)	DEPO-TESTOST	3	(M)
	TESTOSTERONE	1	(M)			
	TESTOSTERONE GEL	1	(ST)(QL)(M)	ANDROGEL GEL 1%	3	(PA)(QL)(M)
	TESTOSTERONE GEL	1	(ST)(QL)(M)	FORTESTA	3	(PA)(QL)(M)
	TESTOSTERONE	1	(ST)(QL)(M)	VOGELXO	3	(PA)(QL)(M)
LAXATIVES						
	GAVILYTE-G	1		GOLYTELY	2	
	PEG-3350	1		GOLYTELY	2	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
MENTAL HEALTH ANTIDEPRESSANTS						
	AMITRIPTYLINE	1	(M)			
	BUPROPION	1	(QL)(M)	WELLBUTRIN	3	(ST)(QL)(M)
	CITALOPRAM	1	(QL)(M)	CELEXA	3	(ST)(QL)(M)
	DULOXETINE	1	(QL)(M)	CYMBALTA	3	(ST)(QL)(M)
	ESCITALOPRAM	1	(QL)(M)	LEXAPRO	3	(ST)(QL)(M)
	FLUOXETINE	1	(QL)(M)	PROZAC	3	(ST)(QL)(M)
	MIRTAZAPINE	1	(QL)(M)	REMERON	3	(ST)(QL)(M)
	PAROXETINE	1	(QL)(M)	PAXIL	3	(ST)(QL)(M)
	SERTRALINE	1	(QL)(M)	ZOLOFT	3	(ST)(QL)(M)
	TRAZODONE	1	(QL)(M)			
	VENLAFAXINE	1	(QL)(M)	EFFEXOR XR	3	(ST)(QL)(M)
MENTAL HEALTH ANTIPSYCHOTICS						
	ARIPIPRAZOLE	1	(ST)(QL)(M)	ABILIFY	3	(ST)(QL)(M)
				LATUDA	2	(ST)(QL)(M)
	QUETIAPINE	1	(QL)(M)	SEROQUEL	3	(ST)(QL)(M)
	RISPERIDONE	1	(QL)(M)	RISPERDAL	3	(ST)(QL)(M)
MENTAL HEALTH STIMULANTS						
	AMPHETAMINE	1	(QL)	ADDERALL	3	(QL)
	METADATE	1	(QL)	RITALIN	3	(QL)
	METHYLIN	1	(QL)	RITALIN	3	(QL)
	METHYLPHENID	1	(QL)	CONCERTA	3	(QL)
	METHYLPHENID	1	(QL)	RITALIN	3	(QL)
				VYVANSE	2	(QL)
MIGRAINE						
	RIZATRIPTAN	1	(QL)	MAXALT	3	(ST)(QL)
	SUMATRIPTAN	1	(QL)	IMITREX	3	(ST)(QL)
MUSCLE RELAXANTS						
	BACLOFEN	1				
	CARISOPRODOL (TAB) 350MG	1	(QL)	SOMA (TAB) 350MG	3	(QL)
	CYCLOBENZAPRINE	1		FEXMID	3	
	METHOCARBAM	1		ROBAXIN	3	
	TIZANIDINE	1		ZANAFLEX	3	
OIL-SOLUBLE VITAMINS						
	ERGOCALCIFER	1	(ST)(M)	DRISDOL	3	(ST)
	VITAMIN D	1	(ST)(M)	DRISDOL	3	(ST)
OPHTHALMIC STEROIDS						
				PRED FORTE	3	
				PRED MILD	3	
	PREDNISOLONE	1	(QL)	OMNIPRED	3	(QL)
OPHTHALMICS (EYE) ANTI-INFECTIVES						
	CIPROFLOXACN	1		CILOXAN	3	
	POLYMYXIN	1		POLYTRIM	3	
	TRIMETHOPRIM	1		POLYTRIM	3	

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
OPHTHALMICS (EYE) MISC. OPHTHALMICS						
				ALPHAGAN P SOL 0.1%	2	(QL)(M)
	BRIMONIDINE	1	(QL)(M)	ALPHAGAN P SOL 0.15%	3	(QL)(M)
OPHTHALMICS (EYE) PROSTGLANDINS						
	LATANOPROST	1	(QL)(M)	XALATAN	3	(QL)(M)
OPIOID PARTIAL AGONISTS						
				BUNAVAIL	3	(ST)(QL)
	BUPRENORPHIN	1	(QL)			
				SUBOXONE	3	(PA)(QL)
*OSTEOPOROSIS**						
	ALENDRONATE	1	(QL)(M)	FOSAMAX	3	(QL)
PAIN MEDICATIONS NARCOTIC ANALGESICS						
	APAP/CODEINE	1	(QL)	TYLENOL/COD	3	(QL)
	BUT/APAP/CAF	1	(QL)	ESGIC	3	(QL)
	ENDOCET	1	(QL)	PERCOCET	3	(QL)
	FENTANYL	1	(QL)	DURAGESIC	3	(ST)(QL)
	HYDROCO/APAP	1	(QL)	NORCO	3	(QL)
	METHADONE	1	(QL)	DOLOPHINE	3	(ST)(QL)
	MORPHINE SUL	1	(QL)	MS CONTIN	3	(ST)(QL)
	OXYCOD/APAP	1	(QL)	PERCOCET	3	(QL)
	OXYCODONE	1	(QL)	ROXICODONE	3	(QL)
	ROXICET	1	(QL)	PERCOCET	3	(QL)
	TRAMADOL HCL	1	(QL)	ULTRAM	3	(QL)
PAIN MEDICATIONS NON-STEROIDAL ANTI-INFLAMMATORIES						
	CELECOXIB	1	(ST)(QL)(M)	CELEBREX	3	(ST)(QL)(M)
	DICLOFENAC	1	(M)			
	IBUPROFEN	1	(M)			
	MELOXICAM	1	(M)	MOBIC	3	(M)
	NAPROXEN	1	(M)	NAPROSYN	3	(M)
POTASSIUM						
	KLOR-CON	1	(M)	K-TAB	3	(M)
				KLOR-CON M15	3	(M)
	POT CL MICRO	1	(M)			
	POTASSIUM CHLORIDE	1	(M)	K-TAB	3	(M)
*PRENATAL VITAMINS**						
	GENERICS	1	(QL)(M)(AGE)	BRANDS	3	(QL)(M)(AGE)
PROSTATE						
	FINASTERIDE	1	(M)	PROSCAR	3	(M)
	TAMSULOSIN	1	(M)	FLOMAX	3	(M)

Category	Generic Name	Generic Tier	Gen. Spec. Requirements	Brand Name	Brand Tier	Brand Spec. Requirements
SEIZURE DISORDER						
	CLONAZEPAM	1	(M)	KLONOPIN	3	(M)
	GABAPENTIN	1	(QL)(M)	NEURONTIN	3	(QL)(M)
	LAMOTRIGINE	1	(QL)(M)	LAMICTAL	3	(ST)(QL)(M)
	LEVETIRACETA	1	(QL)(M)	KEPPRA	3	(ST)(QL)(M)
				LYRICA	3	(QL)(M)
	TOPIRAGEN	1	(QL)	TOPAMAX	3	(ST)(QL)(M)
	TOPIRAMATE	1	(QL)	TOPAMAX	3	(ST)(QL)(M)
STEROIDS						
	DEXAMETHASON	1				
	METHYLPRED	1		MEDROL	3	
	PREDNISONE	1	(M)			
THYROID						
	LEVOTHYROXIN	1	(QL)(M)	SYNTHROID	3	(QL)(M)
	LIOTHYRONINE	1	(M)	CYTOMEL	2	
UNCATEGORIZED						
	ALLOPURINOL	1	(M)	ZYLOPRIM	2	(M)
URINARY ANALGESICS						
	PHENAZOPYRIDINE	1		PYRIDIUM	2	
URINARY INCONTINENCE						
	OXYBUTYNIN	1	(QL)(M)	DITROPAN XL	3	(QL)(M)

appendix B

optional benefits

ASH CHIROPRACTIC OPTIONAL BENEFIT

Your Chiropractic Benefits are administered by American Specialty Health Group, Inc ("ASH"). If you have any questions, concerns, or complaints about your chiropractic Benefits, please call ASH Member Services Department at 800-678-9133, or write to the following address:

American Specialty Health Group Incorporated
Attn: ASH Member Services Department
P.O. Box 509002
San Diego, CA 92150-9002

1. Definitions

This Optional Benefit uses the following capitalized defined terms in addition to Section 16 "Definitions" of the Contract. If there is a conflict between these terms and those in Section 16, these terms prevail.

1.1 Administrative Appeals

Administrative Appeals may result from Adverse Benefit Determinations that are based on issues that arise from administrative procedures.

Examples of Administrative Appeals may include the following scenarios:

a. Treatment plan was denied for not meeting authorization and/or claim timeframe requirements.
b. Necessary information was not received from Practitioner according to ASH timelines.

1.2 ASH Quality Management and Improvement ("QI") Program

Those standards, protocols, policies, and procedures adopted by ASH to monitor and improve the quality of clinical care and quality of Services provided to you.

1.3 ASH Service Area

The geographic area in which ASH arranges Chiropractic Services in Utah.

1.4 ASH Utilization Management Program

Those standards, protocols, policies, and procedures adopted by ASH regarding the management, review, and approval of the provision of Covered Chiropractic Services to you.

1.5 Chiropractic Appliances

Chiropractic appliances are support-type devices prescribed by a Participating Chiropractor. Following are the only items that could be covered: elbow supports, back supports (thoracic), cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces/supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units (cervical or lumbar), ankle braces, knee braces, rib supports, and wrist braces.

1.6 Chiropractic Services

The Services rendered or made available to you by a chiropractor for treatment or diagnosis of Musculoskeletal and Related Disorders.

1.7 Clinical Appeals

Clinical Appeals may result from Adverse Benefit Determinations that are based on Medical Necessity, Experimental and/or Investigational treatment, or similar Exclusions or Limitations. Examples of Clinical Appeals may include the following scenarios:

a. Treatment plan was denied or modified due to lack of Medical Necessity.
b. The number of visits requested by the Practitioner did not meet clinical criteria.

1.8 Covered Chiropractic Services

The Chiropractic Services that ASH determines to be Medically Necessary, as limited by this Optional Benefit.

1.9 Emergency Chiropractic Services

Services provided to manage an injury or condition with a sudden and unexpected onset, which manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate clinical attention to result in:

a. Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
b. Serious impairment to bodily functions;
c. Serious dysfunction of any bodily organ or part; or
d. Decreasing the likelihood of maximum recovery.

1.10 Medical Necessity/Medically Necessary

Chiropractic Services that are:

a. Necessary, appropriate, safe, effective, and rendered in accordance with professionally recognized, valid, evidence-based standards and guidelines that have been adopted by ASH for its use in determining whether Chiropractic Services are appropriate for reimbursement;
b. Directly applicable to the diagnosis and treatment of a covered condition;
c. Verified by ASH as being rendered for the purpose of reaching a defined and appropriate functional outcome or maximum therapeutic benefit (defined as your return to your pre-illness/pre-injury daily functional status and activity);
d. Rendered in a manner that appropriately assesses and manages your response to the clinical intervention;
e. Rendered for the diagnosis and treatment of a covered condition;
f. Rendered in accordance with the Clinical Services Management Program and Clinical Performance Management Program standards as published in the ASH Chiropractic Provider Operations Manual;
g. Appropriate for the severity and complexity of symptoms and consistent with the covered condition (diagnosis) and appropriate for your response to care; and
h. Not considered to be an elective Chiropractic Service or a Chiropractic Service for any condition that is not a covered condition. Examples of elective services are:

i. Preventive maintenance services;

ii. Wellness services;

iii. Services not necessary to return you to pre-illness/pre-injury functional status and activity; and

iv. Services provided after you have reached maximum therapeutic benefit.

1.11 Musculoskeletal and Related Disorders

Musculoskeletal and Related Disorders are conditions with associated signs and symptoms related to the nervous, muscular, and/or skeletal systems. Musculoskeletal and Related Disorders are conditions typically categorized as structural, degenerative or inflammatory disorders, or biomechanical dysfunction of the joints of the body and/or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

1.12 Out-of-Area Services

Those Emergency Chiropractic Services provided while you are outside the ASH Service Area that would have been the financial responsibility of ASH had the Services been provided within the ASH Service Area. Covered Chiropractic Services that are to be provided outside the ASH Service Area, and are arranged by ASH for assigned Members, are not considered Out-of-Area Services.

1.13 Participating Chiropractor

A participating chiropractor is a chiropractor who is duly licensed to practice chiropractic in the state in which they provide the Service and who has entered into an agreement with ASH to provide covered Chiropractic Services to you.

2. Using Your Chiropractic Benefits

Using your chiropractic Benefits is easy. Simply use a Participating Chiropractor listed in the Chiropractic Provider Directory.

You may receive Covered Chiropractic Services from any Participating Chiropractor without a referral. Except for Medically Necessary Emergency Chiropractic Services, ASH will not pay for Services received from any nonparticipating Chiropractor.

3. Preauthorization/Utilization Management and Quality Improvement

After the initial examination, the Participating Chiropractor must obtain Preauthorization for any additional Covered Chiropractic Services that you receive. The Participating Chiropractor will be responsible for filing all claims with ASH. You must cooperate with ASH in the operation of its Utilization Management and Quality Improvement Programs.

4. Emergency Chiropractic Services

You may receive Emergency Chiropractic Services from any chiropractor, including an out-of-network chiropractic Provider if the delay caused by seeking immediate chiropractic attention from a Participating Chiropractor could decrease the likelihood of maximum recovery. ASH will pay the out-of-network chiropractic Provider for the Emergency Chiropractic Service to the extent they are Covered Chiropractic Services.

5. Types of Covered Chiropractic Services

Each office visit to a Participating Chiropractor, as described below, requires a Copay by you at the time Covered Chiropractic Services are provided. A maximum number of visits per calendar Year will apply to each Member as specified in your Member Payment Summary.

a. A new patient examination is performed by a Participating Chiropractor to determine the nature of your problem, and if Covered Chiropractic Services appear warranted, a Medical Necessity Review Form (MNR Form) is prepared by the Participating Chiropractor. A new patient examination will be provided for each new patient. A Copay will be required.
b. An established patient examination may be performed by the Participating Chiropractor to assess the need to continue, extend or change an MNR Form approved by ASH. A reevaluation may be performed during a subsequent office visit or separately. If performed separately, a Copay is required.
c. Subsequent office visits, as set forth in an MNR Form approved by ASH, may involve an adjustment, a brief re-examination, and other Services in various combinations. A Copay will be required for each visit to the office.
d. Adjunctive therapy, as set forth in an MNR Form approved by ASH, may involve modalities such as ultrasound, hot packs, cold packs, electrical muscle stimulation, and other therapies.
e. X-rays and lab tests are payable in full when prescribed by a Participating Chiropractor and authorized by ASH. Radiological consultations are a covered Benefit when authorized by ASH as Medically Necessary and provided by a licensed chiropractic radiologist, medical radiologist, radiology group, or Hospital that has contracted with ASH to provide those services.
f. Chiropractic appliances are payable up to a maximum of $50.00 per year when

prescribed by a Participating Chiropractor and approved by ASH.

6. Chiropractic Exclusions and Limitations

ASH will not pay for or otherwise cover the following:

a. Any Services or treatments not authorized by ASH, except for a new patient examination and Emergency Chiropractic Services;
b. Any Services or treatments not delivered by a Participating Chiropractor for the delivery of chiropractic care to you, except for Emergency Chiropractic Services; services that are provided pursuant to a continuity of care plan approved by ASH Networks; or services that are provided upon referral by ASH Networks in situations where such services are not available and accessible to a Member from a Contracted Practitioner within the Service Area;
c. Services for examinations (other than an initial examination to determine the appropriateness of Chiropractic Services)and/or treatments for conditions other than those related to Musculoskeletal and Related Disorders;
d. Hypnotherapy, behavior training, sleep therapy, and weight programs;
e. Thermography;
f. Services, lab tests, x-rays, and other treatments not documented as Medically Necessary, as appropriate, or classified as Experimental and/or Investigational, or as being in the research stage, as determined in accordance with professionally recognized standards of practice;
g. Services that are not documented as Medically Necessary;
h. Services for children 12 and younger;
i. Magnetic resonance imaging (MRI), CAT scans, and any types of diagnostic radiology;
j. Transportation costs including local ambulance charges;
k. Education programs, nonmedical self-care or self-help, or any self-help physical exercise training or any related diagnostic testing;
l. Services or treatments for pre-employment physicals or vocational rehabilitation;
m. Any services or treatments caused by or arising out of the course of employment or covered under any public liability insurance;
n. Air conditioners, air purifiers, therapeutic mattresses, supplies, or any other similar devices or appliances, all chiropractic appliances, or Durable Medical Equipment, except as specified herein;
o. All chiropractic appliances or Durable Medical Equipment, except as specified herein;
p. Prescription drugs or medicines including a non-legend or proprietary medicine or medication not requiring a prescription order;
q. Services provided by a chiropractor practicing outside of the Service Area, except for Emergency Chiropractic Services.
r. Hospitalization, anesthesia, manipulation under anesthesia, or other related services;
s. All auxiliary aids and services, including interpreters, transcription services, written materials, telecommunication devices, telephone handset amplifiers, television decoders, and telephones compatible with hearing aids;
t. Adjunctive therapy not associated with spinal, muscle, or joint manipulation;
u. Vitamins, minerals, nutritional supplements, injectable supplements and injection services, or other similar products;
v. Any services or treatments that are furnished before the date the Member becomes eligible or after the date the member ceases to be eligible under the Member's plan;
w. Massage Therapy, venipuncture, or Natural childbirth services;

x. Services rendered in excess of visits or benefit maximums;
y. Any service or supply that is not permitted by state law with respect to the provider's scope of practice;
z. Any services provided by a person who is a Family Member. Family Member means a person who is related to the covered person in any of the following ways: spouse, domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child). A Family Member also includes individuals who normally live in the covered person's household; or
aa. Any services rendered for elective or maintenance care (e.g., services provided to a Member whose treatment records indicate he or she has reached Maximum Therapeutic Benefit).

7. This Optional Benefit

This Optional Benefit is subject to all provisions, Limitations, Exclusions, and agreements of the Certificate of Coverage and the Contract (available from your employer).

8. Claims And Appeals

ASH will follow administrative processes and safeguards designed to ensure and to verify that Benefit claim determinations are made in accordance with the provisions of this Optional Benefit administered by ASH and that the provisions have been applied consistently with respect to similarly situated Claimants.

8.1 Defined Terms

This section uses the following additional (capitalized) defined terms:

8.1.1 Adverse Benefit Determination

Any of the following: a Rescission of coverage or a denial, reduction, or termination of a claim for Benefits, or a failure to provide or make payment for such a claim in whole or in part, including determinations related to a Claimant's Eligibility, the application of a review under ASH Utilization Management Program, and determinations that particular Services are Experimental and/or Investigational or not Medically Necessary or appropriate.

8.1.2 Appeal(s)

Review by ASH of an Adverse Benefit Determination or the negative outcome of a Preservice Inquiry.

8.1.3 Authorized Representative

Someone you have designated to represent you in the claims or Appeals process. To designate an Authorized Representative, you must provide written authorization on a form provided by the Appeals Department or ASH Member Services. However, where an Urgent Preservice Claim is involved, a healthcare professional with knowledge of the medical condition will be permitted to act as your Authorized Representative without a prior written authorization. In this section, the words you and your include your Authorized Representative.

8.1.4 Benefit Determination

The decision by ASH regarding the acceptance or denial of a claim for Benefits.

8.1.5 Claimant

Any Subscriber or Member making a claim for Benefits. Claimants may file claims themselves or may act through an Authorized Representative. In this section, the words you and your are used interchangeably with Claimant.

8.1.6 Concurrent Care Decisions

Decisions by ASH regarding coverage of an ongoing course of treatment that has been approved in advance.

8.1.7 External Review

A review by an outside entity, at no cost to the Member, of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination).

8.1.8 Final Internal Adverse Benefit Determination

An Adverse Benefit Determination that has been upheld by ASH at the completion of the mandatory Appeals process.

8.1.9 Independent Review Organization (IRO)

An entity that conducts independent External Reviews.

8.1.10 Postservice Appeal

A request to change an Adverse Benefit Determination for Services you have already received.

8.1.11 Postservice Claim

Any claim related to care or treatment that has already been received by the Member.

8.1.12 Preservice Appeal

A request to change an Adverse Benefit Determination on a Preservice Claim.

8.1.13 Preservice Claim

Any claim related to care or treatment that has not been received by the Member.

8.1.14 Preservice Inquiry

Your verbal or written inquiry to ASH regarding the existence of coverage for proposed Services that do not involve a Preservice Claim, i.e., does not require prior approval for you to receive full Benefits. Preservice Inquiries are not claims and are not treated as Adverse Benefit Determinations.

8.1.15 Urgent Preservice Claim

Any Preservice Claim that if subject to the normal timeframes for determination could seriously jeopardize your life, health, or ability to regain maximum function or that, in the opinion of your treating Physician, would subject you to severe pain that could not adequately be managed without the requested Services. Whether a claim is an Urgent Preservice Claim will be determined by an individual acting on behalf of ASH applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that your treating Physician determines is an Urgent Preservice Claim will be treated as such.

8.2 How to Make a Preservice Inquiry

Preservice Inquiries should be directed to ASH Member Services at 1-800-678-9133.

8.3 How to File a Claim for Benefits

8.3.1 Urgent Preservice Claims

In order to file an Urgent Preservice Claim, you must provide ASH with:

a. Information sufficient to determine to what extent Benefits are covered by the Plan; and
b. A description of the medical circumstances that give rise to the need for expedited review.

Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing an Urgent Preservice Claim, ASH will notify you of the failure and the proper procedures to be followed. ASH will notify you as soon as reasonably possible, but no later than 24 hours after receiving the claim. This notice may be verbal unless you specifically request otherwise in writing.

Notice of a Benefit Determination will be provided as soon as possible, taking into account the medical circumstances, but no later than 72 hours after receipt of the claim. However, if ASH gives you notice of an incomplete claim, the notice will give you at least 48 hours to provide the requested information. ASH will then provide a notice of Benefit Determination within 48 hours after receiving the specified information or the end of the period of time given you to provide the information, whichever occurs first. If the Benefit Determination is provided verbally, it will be followed in writing no later than three days after the verbal notice.

If the Urgent Preservice Claim involves a Concurrent Care Decision, notice of the Benefit Determination will be provided as soon as possible but no later than 24 hours after receipt of your claim for extension of treatment or care, as long as the claim is made at least 24 hours before the prescribed period of time expires or the prescribed number of treatments ends.

8.3.2 Other Preservice Claims

The procedure for filing most Preservice Claims (Preauthorization) is set forth in Section 11Ð"Healthcare Management." If there is any other Benefit that would be subject to a Preservice Claim, you may file a claim for that Benefit by contacting ASH Member Services. Under certain circumstances provided by federal law, if you fail to follow the proper procedures for filing a Preservice Claim, ASH will provide notice of the failure and the proper procedures to be followed. This notification will be provided as soon as reasonably possible, but no later than five days after receipt of the claim, and may be verbal unless you specifically request it in writing.

Notice of a Benefit Determination will be provided in writing within a reasonable period appropriate to the medical circumstances, but no later than 15 days after receipt of the claim. However, ASH may extend this period for up to an additional 15 days if ASH: (1) determines that such an extension is necessary due to matters beyond its control; and (2) provides you written notice, prior to the end of the original 15-day period, of the circumstances requiring the extension and the date by which ASH expects to render a decision. If an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will describe the required information, and you will be given 60 days from your receipt of the notice to provide the requested information.

Notice of an Adverse Benefit Determination regarding a Concurrent Care Decision will be provided sufficiently in advance of any termination or reduction of Benefits to allow you to Appeal and obtain a determination before the Benefit is reduced or terminates.

8.3.3 Postservice Claims

a. Participating Practitioner(s) and Facilities. Participating Practitioner(s) and Facilities file Postservice Claims with ASH and ASH makes payment to the Providers and Facilities.
b. Nonparticipating Practitioner(s) and Facilities. Nonparticipating Practitioner and Facilities are not required to file claims with ASH. If a Nonparticipating Practitioner or Facility does not submit a Postservice Claim to ASH or you pay the Nonparticipating Practitioner or Facility, you must submit the claim in writing in a form approved by ASH. Call ASH Member Services or your employer to find out what information is needed to submit a Postservice Claim. All claims must be received by ASH within a 12-month period from the date of the expense or as soon as reasonably possible. Claims received outside of this timeframe will be denied.

Notice of Adverse Benefit Determinations will be provided in writing within a reasonable period of time, but no later than 30 days after receipt of the claim. However, ASH may extend this period for up to an additional 15 days if ASH: (1) determines that such an extension is necessary due to matters beyond its control; and (2) provides you written notice, prior to the end of the original 30-day period, of the circumstances requiring the extension and the date by which ASH expects to render a decision.

The applicable time period for the Benefit Determination begins when your claim is filed in accordance with ASH's procedures, even if you have not submitted all the information necessary to make a Benefit Determination.

8.4 Problem Solving

ASH is committed to making sure that any concerns or problems regarding your claims are investigated and resolved as soon as possible. Many situations can be resolved informally by contacting ASH Member Services at 800-678-9133.

8.5 Formal Appeals

If you are not satisfied with the result of working with ASH Member Services, you may file a written formal Appeal of any Adverse Benefit Determination or the negative outcome of a Preservice Inquiry. Written formal Appeals should be sent to the ASH Appeals Department. As the delegated claims review fiduciary under your Employer's Plan, ASH will conduct a full and fair review of your Appeal and has final discretionary authority and responsibility for deciding all matters regarding Eligibility and coverage.

8.5.1 General Rules and Procedures

You will have the opportunity to submit written comments, documents, records, and other information relating to your Appeal. ASH will consider this information regardless of whether it was considered in the Adverse Benefit Determination.

During an Appeal, no deference will be afforded to the Adverse Benefit Determination, and decisions will be made by fiduciaries who did not make the Adverse Benefit Determination and who do not report to anyone who did. If the Adverse Benefit Determination was based on medical judgment, including determinations that Services are Experimental and/or Investigational or not Medically Necessary, the fiduciaries during any Appeal will consult with a medical professional with appropriate training and experience in the appropriate field of medicine and who was neither consulted in connection with the Adverse Benefit Determination nor is the subordinate of such an individual. Upon request, you will be provided the identification of any medical expert(s) whose advice was obtained on behalf of ASH in connection with the Adverse Benefit Determination, whether or not the advice was relied upon in making the Adverse Benefit Determination.

Before ASH can issue a Final Internal Adverse Benefit Determination, you will be provided with any new or additional evidence or rationale considered, relied upon, or generated by us in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of a Final Internal Benefit Determination is required to be provided to give you a reasonable opportunity to respond prior to the date.

8.5.2 Form and Timing

All requests for an Appeal of an Adverse Benefit Determination (other than those involving an Urgent Preservice Claim) must be in writing and should include a copy of the Adverse Benefit Determination and any other pertinent information that you want ASH to review in conjunction with your Appeal. Send all information to the ASH Appeals Department at the following address:

ASH Appeals Coordinator
P.O. Box 509001
San Diego, CA 92150-9002

You may Appeal an Adverse Benefit Determination of an Urgent Preservice Claim on an expedited basis either verbally or in writing. You may Appeal verbally by calling the ASH Appeals Department at 800-678-9133.

If the request is made verbally, the ASH Appeals Department will within 24 hours send written confirmation acknowledging the receipt of your request.

You may also formally Appeal the negative outcome of a Preservice Inquiry by writing to the ASH Appeals Department at the address above. You should include any information that you wish ASH to review in conjunction with your Appeal.

You must file a formal Appeal within 180 days from the date you received notification of the Adverse Benefit Determination or made the Preservice Inquiry, as applicable.

Appeals that do not comply with the above requirements are not subject to review by ASH or legal challenge.

8.5.3 Appeals Process

As described below, the Appeals process differs for Preservice Claims and Postservice Claims. In each case, there are both mandatory and voluntary reviews. For purposes of the Appeals process only, Preservice Inquiries will be treated like Preservice Claims.

You must exhaust all mandatory reviews before you may pursue civil action under ERISA Section 502(a).It is your choice, however, whether or not to seek voluntary review, and you are not required to do so before pursuing civil action. ASH agrees that any statute of limitations or other legal defense based on timeliness is suspended during the time that any voluntary Appeal is pending. Your decision whether or not to seek voluntary review will have no effect on your rights to any other Benefits. ASH will provide you, upon request, sufficient information to enable you to make an informed decision about whether or not to engage in a voluntary review.

After a mandatory review process, you may choose to pursue civil action under ERISA Section 502(a).Failure to properly pursue the mandatory Appeals process may result in a waiver of the right to challenge ASH's original decision.

8.5.4 Preservice Appeals

The process for appealing a Preservice Claim provides one mandatory review, possible voluntary reviews, and the right to pursue civil action under ERISA Section 502(a).

Mandatory Review

Your Appeal will be investigated by the Appeals Department. All relevant, available information will be reviewed. The Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

Voluntary Review

After completing the mandatory review process described above, you may pursue a voluntary External Review or a voluntary internal review. However, External Review is only available in the circumstances described below. If you choose to pursue a voluntary External Review, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review, you must complete the Independent Review Request Form. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date the Appeals Department notifies you of the Final Internal Adverse Benefit Determination.

An authorization to obtain medical records may be required. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If your Appeal involves an Urgent Preservice Claim, you may request an expedited review. You will be notified by the IRO of the Appeal decision on an expedited review as soon as possible, taking into account the medical circumstances, but no later than 72 hours after the receipt of your Appeal. A decision communicated verbally will be followed up in writing.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may first request a review of your Appeal by the ASH Grievance Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you the Final Internal Adverse Benefit Determination. ASH will notify you of the result of the review in writing within 30 days of the date you requested the review. If you are not satisfied with the decision made by the ASH Grievance Committee, you may request a review by the ASH Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the ASH Grievance Committee notifies you of its decision.

8.5.5 Postservice Appeals

The process for appealing a Postservice Claim provides two mandatory reviews, possible voluntary reviews, and the right to pursue civil action under ERISA Section 502(a).

First Mandatory Review

Your Appeal will be investigated by the ASH Appeals Department. All relevant information will be reviewed and the Appeals Department will notify you in writing of the Appeal decision within a reasonable period of time appropriate to the medical circumstances, but no later than 30 days after the receipt of your Appeal.

Second Mandatory Review

If you are dissatisfied with the decision of the first mandatory review, you may request further consideration. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its Appeal decision. ASH will notify you of the result of the second mandatory review in writing within 30 days of the date you requested the review.

Voluntary Review

After completing the mandatory review process described above, you may pursue either a voluntary External Review process or a voluntary internal review process. However, External Review is only available in the circumstances described below. If you choose to pursue the voluntary External Review process, you may not pursue the voluntary internal review process.

Voluntary External Review

You may request an External Review of your Appeal by an Independent Review Organization (IRO) if you are appealing a Final Internal Adverse Benefit Determination regarding Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, utilization review, Experimental and/or Investigational, or a Rescission of coverage. To request an External Review you must complete the Independent Review Request Form. Also, you will be subject to additional requirements for an External Review regarding Experimental and/or Investigational Services. For a copy of this form, or for other questions, contact the Utah Insurance Commissioner by mail at Suite 3110 State Office Building, Salt Lake City, UT 84114; by phone at 801-538-3077; or electronically at healthappeals.uid@utah.gov. An External Review request must be made within 180 days from the date of ASH's Final Internal Adverse Benefit Determination. An authorization to obtain medical records may be required. The IRO will provide written notice of its decision within 45 days after receipt of the request.

If you pursue a voluntary External Review, it will be your last level of Appeal.

Voluntary Internal Review

If you choose to pursue the voluntary internal review process, you may request a voluntary internal review of your Final Internal Adverse Benefit Determination by the ASH Appeals Committee. Such a request must be made in writing to the Appeals Department within 60 days of the date the Appeals Department notifies you of its decision.

DOMESTIC PARTNER OPTIONAL BENEFIT

1. Your Domestic Partner Benefits

This Optional Benefit provides coverage for domestic partners when the following criteria are met:

A person of the same or opposite sex who:

a. Shares the employee's permanent residence;
b. Has resided with the employee for no less than 12 months;
c. Is not younger than 18;
d. Is not married to, or is not a Domestic Partner or tax dependent of, another person;
e. Is not so closely related by blood to the employee that a legal marriage would otherwise be prohibited;
f. Has either 1) registered as a Domestic Partner with the employee in a state, city, or county which has a registration procedure for the Domestic Partners or 2) signed jointly with the employee in a notarized "Declaration of Domestic Partnership" that is submitted to the Employer; and
g. Is financially interdependent with the employee and has proven such interdependence to the Employer by providing documentation of at least two of the following arrangements:

    i. Common ownership of real property or a common leasehold interest in such property;

    ii. Common ownership of a motor vehicle;

    iii. A joint bank account or a joint credit account;

    iv. Designation as a beneficiary for life insurance or retirement benefits or under the employee's will;

    v. Assignment of durable power of attorney;

    vi. Such other proof as is considered by the Employer to be sufficient to establish financial interdependency under the circumstances of the particular situation.

2. Eligibility

a. You may enroll yourself, a Domestic Partner, and Dependents of the Domestic Partner in the Employer's Plan during your Initial Eligibility Period, during an Annual Open Enrollment period, or under a Special Enrollment Right.
b. If you are enrolled in this coverage (or are eligible to be covered but declined during a previous enrollment period), and gain a Domestic Partner, then you may enroll the Domestic Partner (and yourself), if not otherwise enrolled) in the Employer's Plan within 31 days of certification of the partnership.
c. You may terminate the coverage of a Domestic Partner when: (1) the Domestic Partner dies; (2) the Domestic Partnership ends and you submit a "Declaration of Termination of a Domestic Partnership" to your Employer; (3) the Domestic Partner marries; or (4) you stop sharing the same principal residence with the Domestic Partner.
d. Once you terminate the coverage of a Domestic Partner, you must wait 12 months from the termination of such partnership to provide coverage for a former or new Domestic Partner.
e. Your employer must treat Domestic Partners the same as married individuals for all its employee health benefits plans.
f. Your employer must ensure that all other carriers providing employee health coverage offer Domestic Partner coverage with provisions similar to SelectHealth's.

Item #:	
Fiscal Impact:	$0.00
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

A resolution approving an interlocal agreement with Utah Valley University for the paramedic training program.

SYNOPSIS:

The ride-along program is designed to give students an opportunity to practice their new skills in a real-life setting under the supervision of experienced paramedics.

BACKGROUND:

Utah Valley University, through its Emergency Services Department, has established a program for the training of paramedic students. The University requires outside training to provide students with practical learning experience in the field. As part of its mission to promote the health of the community, the West Valley City Fire Department is willing to provide students with opportunities for clinical education.

Paramedic training programs at nearby universities highly desire sending students to WVCFD due the call volume and because of the experience of paramedics employed by West Valley City. By allowing Utah Valley University students to ride with WVCFD, we help graduate a student with a greater level experience and we also maintain good relations with the University which will benefit the Department if we decide to send students through their program. This program also helps the Department because we have an opportunity to possibly see future candidates for employment.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Chris Beichner, Battalion Chief
Nick Dodge, Captain / Hazmat / Paramedic

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND UTAH VALLEY UNIVERSITY FOR CLINICAL TRAINING OF PARAMEDIC STUDENTS.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, Utah Valley University (hereinafter "UVU") through its Emergency Services Department has established a program for the training of paramedic students; and

WHEREAS, UVU requires placement of its students with paramedics practicing in the field in order for students to gain important clinical experience; and

WHEREAS, West Valley City's Fire Department, as part of its mission to promote the health of the community, is willing to provide UVU paramedic students with opportunities for clinical education; and

WHEREAS, an agreement entitled "Interlocal Cooperation Agreement for Paramedic Clinical Experience" (hereinafter the "Agreement") has been prepared for execution by and between the City and UVU, a copy of which is attached hereto, that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

INTERLOCAL COOPERATION AGREEMENT
FOR PARAMEDIC CLINICAL EXPERIENCE

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter this "Agreement") is made this _____ day of _____, 20_____, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the "City"), located at 3600 South Constitution Boulevard, West Valley City, Utah, 84119, and Utah Valley University, a political subdivision of the State of Utah (hereinafter the "University"), located at 800 West University Parkway, Orem, Utah, 84058; collectively West Valley City and Utah Valley University may be referred to as the "Parties."

R E C I T A L S :

WHEREAS, Utah Valley University has established a program for the training of paramedic students; and

WHEREAS, as part of the above-referenced program, the University requires outside training to provide students with practical learning experience in the field, as required by the curriculum; and

WHEREAS, West Valley City operates a municipal fire department that possesses the equipment and capability for practical instruction of the University's students and, as part of its mission to promote the health of the community, is willing to provide students with opportunities for clinical education (hereinafter the "Training Program"); and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled "Interlocal Cooperation Act" provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. **University Obligations.**

   a. The University shall designate a faculty member to coordinate the Training Program with a designated supervisor at the City. The University agrees to select only students who have successfully completed all the pre-requisite courses and/or previous clinical education experiences as requested or approved by the City for participation in the Training Program.

   b. The University shall ensure that students selected for the Training Program meet health standards established by the City that are necessary for participation.

c. The University and the City shall work collaboratively to select students for admission to the Training Program and to set educational objectives.

d. The University will inform students selected for participation in the Training Program of the rules, regulations, and schedules of the City, including professional standards of practice, and will require students to sign any forms, waivers, or statements that are necessary to conduct the Training Program.

e. The University agrees to provide and maintain the records and reports necessary for the Training Program, including student education records and student grade reports.

f. The University agrees that students participating in the Training Program shall be subject to the authority, policies, and regulations of the City. The University shall comply immediately with the City's request to withdraw any student, temporarily or permanently, from the Training Program whose conduct, status, or progress may have a detrimental effect on City employees, patients, or the Training Program. Wherever possible, such withdrawal shall be planned cooperatively by the University and the City, and the City shall discuss any grievance against a student with the student and the University's designated faculty member. The City may take unilateral action to exclude any student from the Training Program if the student presents an immediate threat to health or safety.

2. **City Obligations.**

a. The City shall designate a supervisor to coordinate the Training Program with a designated faculty member at the University in order to implement educational objectives, design learning activities, identify student responsibilities, detail the nature of supervision provided by the City, and other such information as may be necessary to outline the content of the student clinical experience.

b. The City shall make available facilities and related services for student clinical education experiences, as agreed to by the Parties.

c. The City shall provide orientation to students assigned to the Training Program, including instruction on relevant policies and procedures of the City. The City agrees to keep the University's designated faculty member informed of policy changes which may affect the University and students. The City will also notify the University as soon as practical in advance of any changes in staffing or in its ability to accept students into the Training Program.

d. The City agrees to inform both the University and the student concerning the student's level of clinical practice growth and competence. The City further

agrees to maintain other such records as may be requested by the University to evaluate the student's performance in the Training Program.

e. The City agrees to provide immediate emergency medical care or treatment to the University's faculty and students in the event of accident or illness that occurs while they are participating in clinical education at the City. In the event of an OSHA-defined occupational blood-borne pathogen exposure to a University faculty member or student in the course of clinical experience or other University involvement with the Training Program, the City agrees to ensure that initial follow-up medical and counseling services are made available to students as quickly as possible and as far as practicable in accordance with recommendations by the U.S. Centers for Disease Control and Prevention (CDC). The City also agrees to notify the University's Health and Safety Office in the event of an exposure. The University agrees to reimburse the City for reasonable costs accrued for follow-up testing.

3. **Term/Termination of Agreement.** This Agreement shall become effective as of the date of execution, and shall terminate on June 30, 2020; provided, however, that this Agreement shall automatically renew for an additional five (5) year term unless written notice of non-renewal is given by any Party to the other Party no later than 30 days prior to the termination date set forth above. This Agreement may be terminated by either Party for any reason upon 30 days' written notice to the other Party, sent by certified mail to the addresses listed in Section 6 of this Agreement.

4. **City Representative.** The City hereby appoints the West Valley City Fire Chief, or the Fire Chief's designee, as the City's representative in the administrative management of this Agreement.

5. **University Representative.** The University hereby appoints the Department Chair of the Emergency Services Department, or the Department Chair's designee, as its representative in the administrative management of this Agreement.

6. **Notices.** Any notice required by this Agreement may be served by mailing such notice to the following addresses:

If to West Valley: Chief John Evans
West Valley City Fire Department
3575 S. Market Street
West Valley City, Utah 84119

With a copy to: J. Eric Bunderson, City Attorney
West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119

If to the University: Gary Noll, Department Chair
Emergency Services Department
Utah Valley University
800 West University Parkway
Orem, Utah 84058

7. **Insurance.**

A. **Proof of Insurance.** Each Party agrees to maintain reasonable insurance coverage for liability and the protection of personal property at all times during the term of this Agreement, either through commercial insurance or self-insurance, proof of which will be provided to the other Party.

B. **Insurance Coverage.** Each student shall be responsible to procure personal liability protection with a minimum of $200,000/$600,000 professional liability and $200,000 personal liability insurance prior to the student's assignment to the City for clinical training.

C. **Workers Compensation.** The University and the City agree that the City is not responsible for any workers compensation or disability claim filed by a University student or faculty member. For purposes of this Agreement, both the faculty and students of the University are covered under the University's Workers Compensation Program.

8. **Indemnifications.** The parties are governmental entities under the Utah Governmental Immunity Act, Utah Code Annotated §63G-7-101, et seq. Pursuant to said Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, contractors, or employees. No Party waives any defenses otherwise available under said Act, nor does any Party waive any limits of liability currently provided by said Act. To the extent permitted by law, each Party agrees to indemnify and defend the other Party, including the officers, agents, and employees of the other Party, against all claims for damage or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement. Each Party to this Agreement shall cooperate and assist the other Party in defending against any such claims. Notwithstanding anything contained herein, this indemnity paragraph shall not require a Party to indemnify another Party for other Party's sole negligence.

9. **Laws, Rules, Regulations, and Non-Discrimination.** The University and the City agree to abide by all applicable executive orders, federal, state, and local laws, rules, and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time.

A. Non-Discrimination. The University and the City will not subject any person to unlawful discrimination on the basis of race, color, religion, sex, national

origin, age, veteran status, or disability in connection with participation in the Training Program.

B. **HIPAA.** No University faculty, staff, or student shall be considered an employee of the City for any purpose under this Agreement, except to the extent that activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 (HIPAA). For the purposes of HIPAA only, University students shall be considered members of the City's workforce while performing duties and activities as part of participation in the Training Program. The University's staff and students shall not act as the City's agents or representatives in any capacity, and shall not make any commitments on behalf of the City. The Parties hereto are not partners, agents, or principals of other another, and shall be treated for all purposes as independent contractors. The Parties are not business associates under HIPAA.

C. Student Records / FERPA. The Parties acknowledge that many students' education records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the City will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. Student education records will only be used for the purposes of carrying out this Agreement. Student permission must be obtained before releasing specific data to anyone other than University and City employees who have a legitimate educational purpose. The University agrees to provide guidance to the City with respect to complying with FERPA.

10. **No entity created.** This Agreement does not create, and shall not be construed to create, a joint venture by the Parties and no separate governmental entity is established by this Agreement.

11. **Utah law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Non-Assignment.** Neither Party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other Party.

14. **Entire agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.

15. **Default.** If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney fees. The non-defaulting Party's rights shall include the right to specific performance.

16. **Non-funding Clause.** If the University's performance under this Agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the City and cancel this Agreement without further obligation of the University.

17. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), in connection with this Agreement, the parties agree as follows:

a. This Agreement shall be authorized by resolution of the governing body of each Party, pursuant to Section 11-13-219 of the Act;

b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Act;

d. Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor of West Valley City and the President of Utah Valley University. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Signatures follow on the next page.)

WEST VALLEY CITY

_____

Mayor

ATTEST:

APPROVED AS TO FORM
WVC Attorney's Office
By: _____
Date: 6-1-16

_____

City Recorder

UTAH VALLEY UNIVERSITY

_____

By: _____

Its: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

Item #:	
Fiscal Impact:	$995.19 (6.77% of actual cost)
Funding Source:	STP Funds/Class C Roads
Account #:	11-7582-40750-75189-0000
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of a Right-of-way Contract, and acceptance of a Warranty Deed and a Temporary Construction Easement.

SYNOPSIS:

Gary D. Norton and Tammy L. Norton have signed a signed a Right-of-way Contract, Warranty Deed and a Temporary Construction Easements for property located at 7191 W. Copper Hill Drive (14-34-304-001).

BACKGROUND:

The Gary D. Norton and Tammy L. Norton parcel located at 7191 W. Copper Hill Drive is one of the properties affected by the 7200 West 3900 South Canal Bridge Rehabilitation Project. This project will reconstruct and widen the canal bridge on 7200 West at approximately 3900 South. The acquisition from Gary D. Norton and Tammy L. Norton includes 759 square feet of right-of-way, along with a Temporary Construction Easement. Compensation for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $14,700.00 based upon the appraisal prepared by Integra Realty Resources.

The project is being funded under the Surface Transportation Program (STP) with federal funds, and is a joint project between Salt Lake County and West Valley City. Salt Lake County executed the Federal Aid Agreement between the county, UDOT and Federal Highways. West Valley City previously executed an interlocal agreement with Salt Lake County, detailing how matching funds will be shared between the two entities. The city and county are jointly responsible for 6.77% of all project costs, including right of way. The city's portion of the matching funds on the project will be paid to Salt Lake County. The total value of the Warranty Deed and easement for this acquisition being $14,700.00, the West Valley City share of these easements will be $995.19.

RECOMMENDATION:

Accept Warranty Deed and Temporary Construction Easement and authorize Mayor to execute Right-of-way Contract. Recording of documents and distribution of funds will be handled through a title company.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT-OF-WAY CONTRACT WITH GARY D. NORTON AND TAMMY L. NORTON, AND TO ACCEPT A WARRANTY DEED AND A TEMPORARY CONSTRUCTION EASEMENT FOR PROPERTY LOCATED AT 7191 WEST COPPER HILL DRIVE (14-34-304-001)

WHEREAS, Gary D. Norton and Tammy L. Norton (hereinafter "Norton ") have entered into a right of way contract for property located at 7191 West Copper Hill Drive (14-34-304-001) (hereinafter the "Property") that is affected by the 7100 West 3900 South Canal Bridge Rehabilitation Project; and

WHEREAS, Norton has also signed a Warranty deed and a Temporary Construction Easement, as required for the canal bridge rehabilitation project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the right-of-way contract with Norton, and to accept the warranty deed, and temporary construction easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled "West Valley City Right-of-Way Contract" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contract, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Warranty Deed and Temporary Construction Easement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____day of _____ _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

West Valley City, a municipal corporation

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-2238(1)0 Parcel No.(s): 103:C, 103:EC
Job/Proj / Auth No: 54548 Pin No: 13962
Project Location: 7200 W. 3900 S. Bridge
County of Property: SALT LAKE Tax ID / Sidwell No: 14-34-304-001
Property Address: 7191 W Copper Hill Drive, WEST VALLEY CITY, UT 84128
Owner's Address: 7191 W Copper Hill Drive, WEST VALLEY CITY, UT 84128
Primary Phone: 801-250-7386 Owner's Home Phone: (801)250-7386 Owner's Work Phone:
Owner / Grantor: Gary D. Norton and Tammy L. Norton, husband and wife, as joint tenants

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed, and Temporary Easement parcels of land known as parcel numbers 103:C, and 103:EC for transportation purposes. This contract is to be returned to: Steven J Dale, Right of Way Agent c/o West Valley City, a municipal corporation, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Grantors will transfer property free of all liens and encumbrances except recorded easements.
2. Grantors agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantors shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantors agree to maintain the property until the City takes possession.
4. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
5. The City shall pay the Grantor and or other parties of interest for the real property in the easement referenced above.
6. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
7. The Grantors are aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantors waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantors may have under Utah Code Ann. Sect. 78B-6-520.3.
8. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
9. Upon execution of this contract by the parties, Grantor grants West Valley City, a municipal corporation, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

Total Selling Price $14,700.00

West Valley City, a municipal corporation

WEST VALLEY CITY
Unity Pride Progress

Right of Way Contract

Fee Simple Acquisition - Strip

Project No: F-2238(1)0 Parcel No.(s): 103:C, 103:EC
Job/Proj / Auth No: 54548 Pin No: 13962
Project Location: 7200 W. 3900 S. Bridge
County of Property: SALT LAKE Tax ID / Sidwell No: 14-34-304-001
Property Address: 7191 W Copper Hill Drive WEST VALLEY CITY, UT 84128
Owner's Address: 7191 W Copper Hill Drive, WEST VALLEY CITY, UT 84128
Primary Phone: 801-250-7386 Owner's Home Phone: (801)250-7386 Owner's Work Phone:
Owner / Grantors: Gary D. Norton and Tammy L. Norton, husband and wife, as joint tenants

Grantor's Initials

_____ **Grantor understands this agreement is an option until approved by the West Valley City Council.**

_____ Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

_____ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

_____ **Percent**

X 100%

GRANTORS: **Date**

Gary D. Norton 5-23-16

Tammy L. Norton 5-23-16

GRANTEE: **Date**

Right of Way Agents

Steven J. Dale/Acquisition Agent 5/23/16

Michael C. Timothy/Team Leader

Approved by Mayor Ron Bigelow

Attest: City Recorder

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 S. Constitution Blvd
West Valley City, Utah 84119

Warranty Deed

Salt Lake County

Tax ID No. 14-34-304-001
PIN No. 13962
Project No. F-2238(1)0
Parcel No. 2238:103:C

Gary D. Norton and Tammy L. Norton, husband and wife, as joint tenants Grantors, of West Valley City, County of Salt Lake, State of Utah, hereby CONVEY AND WARRANT to West Valley City, at 3600 South Constitution Blvd, West Valley, Utah 84119, Grantee, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of Lot 48, Copper Hills Heights No. 9, a subdivision situate in the NW¼SW¼ of Section 34, Township 1 South, Range 2 West, SLB&M, incident to the reconstruction the Utah Salt Lake Canal bridge known as Project No. F-2238(1)0. The boundaries of said parcel of land are described as follows:

Beginning in the existing easterly right of way line of 7200 West Street at the southwest corner of Said Lot 48, and running thence N.00°04'26"W. 100.92 feet along the westerly boundary line to the northwest corner of said Lot 48; thence East 22.04 feet to the point of curvature of a non-tangent curve to the left with a radius of 15.00 feet, at a point 55.04 feet perpendicularly distant easterly from the right of way control line of said project (7200 West Street) opposite approximate Engineers Station 3+16.83; thence southwesterly along said curve with an arc length of 23.59 feet, chord bears S.45°02'13"W. 21.23 feet; thence S.00°04'26"E. 87.12 feet to the southerly boundary line of said Lot 48; thence N.80°15'00"W. 7.10 feet along said southerly boundary line to the point of beginning.

The above described parcel of land contains 759 square feet in area or 0.017 acre.

(Note: Rotate above bearings 00°15'04" clockwise to equal highway bearings.)

Continued on Page 2

PIN No. 13962
Project No. F-2238(1)0
Parcel No. 2238:103:C

WITNESS, the hands of said Grantors, this 23RD day of MAY, A.D. 2016.

GRANTORS

Gary D. Norton

Tammy L. Norton

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me, Gary D. Norton and Tammy L. Norton, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 682382
Commission Expires
MARCH 24, 2019
STATE OF UTAH

Notary Public

Prepared by DJH 1/07/2016 (Horrocks Engineers)

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 S. Constitution Blvd
West Valley City, Utah 84119

Easement

Tax ID No. 14-34-304-001
Salt Lake County PIN No. 13962
Project No. F-2238(1)0
Parcel No. 2238:103:EC

Gary D. Norton and Tammy L. Norton, husband and wife, as joint tenants, Grantors, of West Valley City, County of Salt Lake, State of Utah, hereby GRANT AND CONVEY to West Valley City, at 3600 South Constitution Blvd, West Valley City, Utah 84119,, Grantee, for the sum of TEN ($10.00), Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, being part of Lot 48, Copper Hills Heights No. 9, a subdivision situate in the NW¼SW¼ of Section 34, Township 1 South, Range 2 West, SLB&M, in Salt Lake County, Utah to facilitate the construction of sidewalks, curb and gutter and appurtenant parts thereof, and the blending of slopes, incident to the reconstruction of the Utah Salt Lake Canal bridge known as Project No. F-2238(1)0. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for eighteen (18) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the southerly boundary line of said Lot 48 and the easterly right of way line of 7200 West Street of said project, which point is 7.10 feet S.80°15'00"E. along said southerly boundary line from the southwest corner of said Lot 48; and running thence N.00°04'26"W. 87.12 feet along the easterly right of way line of said project to the point of tangency of a curve to the right with a radius of 15.00 feet; thence northeasterly along said curve with an arc length of 18.45 feet, chord bears N.35°13'39"E. 17.30 feet to a point 50.00 feet perpendicularly distant easterly from the right of way control line of said project (7200 West Street) opposite approximate Engineers Station 3+15.97; thence S.00°04'26"E. 102.98 feet to said southerly boundary

line; thence N.80°15'00"W. 10.15 feet along said southerly boundary line to the point of beginning.

The above described part of an entire tract contains 983 square feet in area or 0.023 acre.

(Note: Rotate above bearings 00°15'04" clockwise to equal highway bearings.)

After said sidewalks, curb and gutter and appurtenant parts thereof and slopes are constructed at the expense of West Valley City, said West Valley City is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said sidewalks, curb and gutter and appurtenant parts and slopes thereof.

WITNESS, the hands of said Grantors, this 23RD day of MAY, A.D. 2016.

GRANTORS

Gary D. Norton

Tammy L. Norton

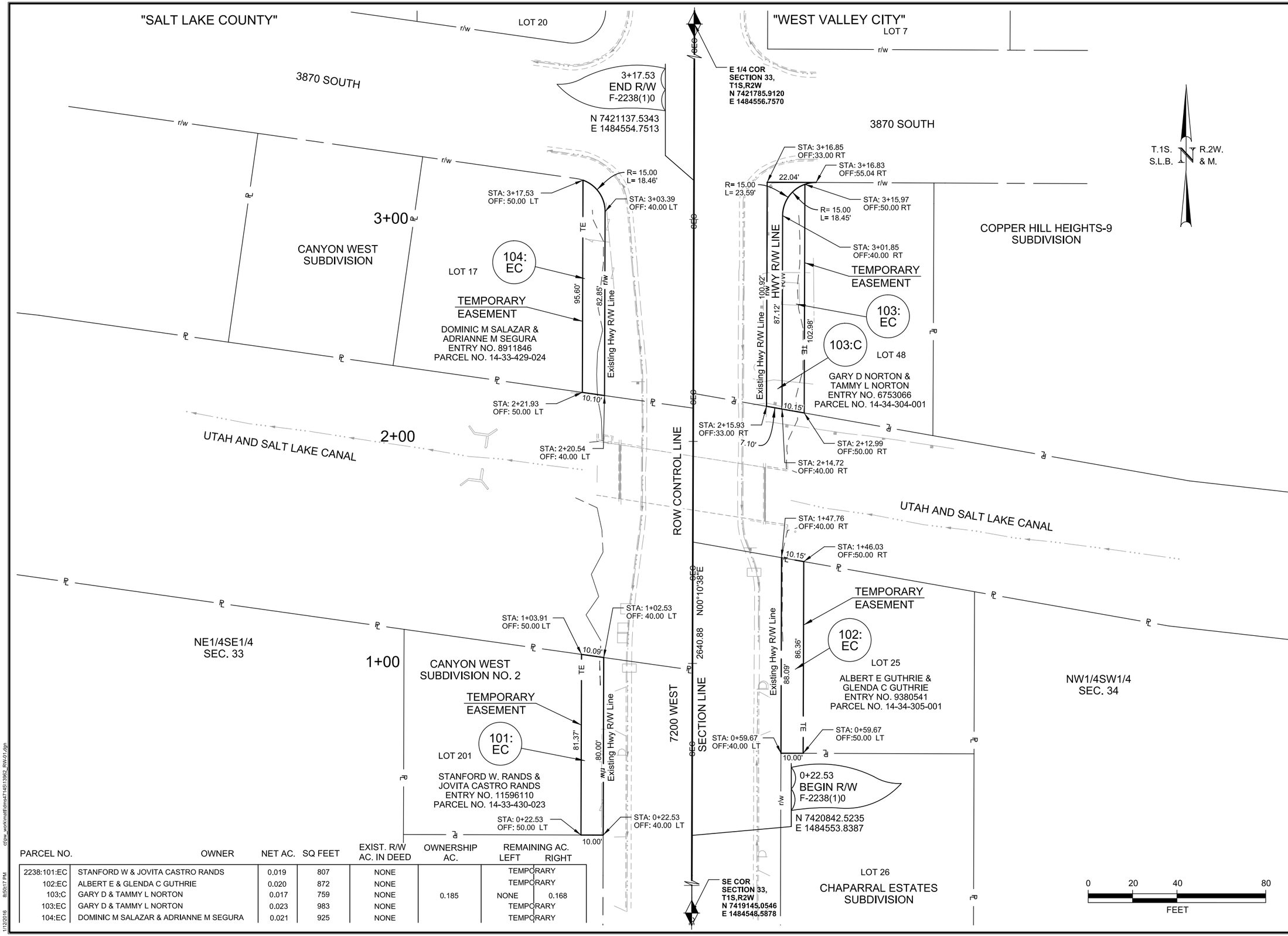
STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the date first above written personally appeared before me, Gary D. Norton and Tammy L. Norton, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
STEVEN J. DALE
Commission No. 682382
Commission Expires
MARCH 24, 2019
STATE OF UTAH

Notary Public

Prepared by DJH 1/07/2016 (Horrocks Engineers)



PARCEL NO.	OWNER	NET AC.	SQ FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
2238:101:EC	STANFORD W & JOVITA CASTRO RANDS	0.019	807	NONE		TEMPORARY	
102:EC	ALBERT E & GLENDA C GUTHRIE	0.020	872	NONE		TEMPORARY	
103:C	GARY D & TAMMY L NORTON	0.017	759	NONE	0.185	NONE	0.168
103:EC	GARY D & TAMMY L NORTON	0.023	983	NONE		TEMPORARY	
104:EC	DOMINIC M SALAZAR & ADRIANNE M SEGURA	0.021	925	NONE		TEMPORARY	

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION

HORROCKS ENGINEERS

DRAWN BY

QC CHECKED BY

MM/DD/YY
DATE

APPROVED
PROFESSIONAL LAND SURVEYOR

PROJECT: 7200 W. 3900 S. BRIDGE

PIN: 13962

PROJECT NUMBER: F-2238(1)0

RIGHT-OF-WAY-PLAN

SALT LAKE
COUNTY

SHEET NO. RW-01

c:\pw_work\matt\dms47145\13962_RW-01.dgn

1/12/2016 8:59:17 PM

On Veterans Day 1996, the Vietnam Veterans Memorial Fund (VVMF) unveiled a half-scale replica of the Vietnam Veterans Memorial in Washington, D.C., designed to travel to communities throughout the United States. Since its dedication, The Wall That Heals has visited more than 400 cities and towns throughout the nation, spreading the Memorial's healing legacy to millions. Bringing The Wall home to communities throughout our country allows the souls enshrined on the Memorial to exist once more among family and friends in the peace and comfort of familiar surroundings.

The traveling exhibit provides thousands of veterans who have been unable to cope with the prospect of facing The Wall to find the strength and courage to do so within their own communities, thus allowing the healing process to begin.

West Valley City is honored to host

The Wall That Heals

June 30 through July 5, 2016 at Centennial Park

Opening Ceremonies at 6PM on Thursday, June 30

Wall closes at 8AM Tuesday, July 5

THE WALL THAT HEALS

VIETNAM VETERANS MEMORIAL REPLICA & MOBILE EDUCATION CENTER

A PROGRAM OF THE VIETNAM VETERANS MEMORIAL FUND
FOUNDERS OF THE WALL

For more information & Volunteer opportunities please visit www.wvc-ut.gov/WallthatHeals

WEST VALLEY CITY
Parks & Recreation

Item: 16-25
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A zone text change to Section 7-14-105 to require basements in single family dwellings where soil conditions allow and to increase the minimum size for single family dwellings where soil conditions do not allow basements.

SYNOPSIS:

At the request of the City Council, West Valley City staff is recommending an amendment to Section 7-14-105 of the Zoning Ordinance. If adopted, this Section will require basements in single family dwellings where soil conditions allow and increase the minimum size for single family dwellings by 500 SF where soil conditions do not allow basements.

Last year the City adopted new housing standards with the goal of creating a greater balance of housing choices in the City. These standards included increased minimum home sizes. The Council is concerned that, if a basement is not included, the purpose of the new standards would not be fully met without additional area being added to homes without basements.

The Planning Commission recommended denial because they believed the current standards are sufficient.

RECOMMENDATION:

The Planning Commission recommends denial.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director

WEST VALLEY CITY, UTAH

ORDINANCE NO. 16-25

Date Adopted:

Date Effective:

AN ORDINANCE AMENDING SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING THE CONSTRUCTION OF CERTAIN SINGLE FAMILY DWELLINGS.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, Section 7-14-105 of the West Valley City Municipal Code establishes standards for the construction of single family homes in the City; and

WHEREAS, certain standards set forth in Section 7-14-105 may make construction of single family homes more difficult in certain narrow situations concerning preexisting lots and properties; and

WHEREAS, the City Council wishes to ensure that construction is feasible, appropriate to the neighborhood, and of the highest quality; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 7-14-105 of the West Valley City Municipal Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 7-14-105 is hereby amended as follows:

7-14-105. DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF A SINGLE- FAMILY OR TWO-FAMILY DWELLING.

Applications for new construction of a single-family or two-family dwelling in West Valley City shall be accompanied by and shall comply with the following:

(1) Appropriate application form and fees.

(2) Two copies of the Development Plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations and floor plans of all proposed structures.

(3) The following design criteria shall be required:

a. All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

b. Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

c. The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized steel, tar, or aluminum roofing shall not be permitted.

These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

d. Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of attached garages, bay windows, room additions, or other similar appendages.

e. Basements are required unless a soils report demonstrates that basements are not feasible. The minimum square footage of finished, above-ground, habitable floor space for homes with basements shall be 2,000 square feet for ramblers and 3,000 square feet for two story or multi-level homes, not including the garage. The minimum square footage of finished, above-ground, habitable floor space for homes without basements shall be 2,500 square feet for ramblers and 3,500 square feet for two story or multi-level homes, not including the garage.

~~e.~~ f. Any previously occupied dwelling which is to be moved from an existing location to a lot within West Valley City shall be inspected by the Chief Building Official of West Valley City, or his designated representative, prior to the move to insure that it meets applicable building codes.

~~f.~~ g. Landscaping on residential lots shall comply with the following standards:

i. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

ii. Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2-inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more

than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner, however, low-water use landscaping is encouraged.

iii. At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

iv. On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.

~~g.~~ h. In reviewing the construction and siting of homes in an approved subdivision, variation in exterior design and setback distance shall be required as necessary to satisfy the purpose of this Chapter.

i. In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent lots, except in the case of twin homes where connected units may be the same.

ii. In order to insure variation in front yard setbacks, no more than two homes on adjacent lots shall be built at the same setback. The minimum front setback may be reduced for main buildings, but not for garages; however, the average front setback for all lots in the subdivision shall not be less than the minimum front setback allowed in the zone. The minimum offset between homes shall be not less than five feet and the minimum front setback on any lot shall be not less than 23 feet. This requirement shall not apply to lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection 3~~(g)~~(h)(ii) shall

not apply in the RE zone, which is governed by the setback standards set forth in Section 7-6-608.

iii. Any sides of a home facing a street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on windows, bay windows, quoins, color variations, texture changes or brick/stone decorative elements, etc. ~~The minimum square footage of finished, above-ground, habitable floor space shall be 2,000 square feet for ramblers and 3,000 square feet for 2-story or multi-level homes, not including the garage.~~

~~h.~~ i. A 3 car garage is required, except that a 2 car garage is permissible when there is a 20' side yard setback adjacent to the garage and either the 2 car garage is side loaded or the basement of the dwelling is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is attached to the home and the garage door is facing the street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

~~i.~~ j. Final grading of individual lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved street or directed to an approved drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

~~j.~~ k. In order to allow double driveways, and to allow hard-surface access to the rear yard, up to, but not more than, 40 percent of a front yard may be paved. Lots with duplexes, twin home lots, cul-de-sacs, or lots on major streets needing circular driveways may increase the hard-surface percent to 50 percent.

~~k.~~ l. Lots with double frontage adjacent to a street with 80 feet or more Right-Of-Way, as defined in the Major Street Plan, shall have a solid, 6' tall masonry wall set back at least 10' from the closest edge of the sidewalk.

~~l.~~ m. Primary buildings shall be designed and built with no more than two and one half stories above grade and shall be 30' or less in height. Accessory buildings shall be designed and built with no more than once story above grade and shall be 20' or less in height.

~~m.~~ n. All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

~~n.~~ o. All dwellings must have at least one main (front) entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to grade.

~~o.~~ p. New dwellings shall be oriented toward the street. The primary architectural facade and front door shall be facing the street. On legally platted lots having a maximum 50-foot frontage, new homes may be oriented differently, provided they meet the following construction standards:

i. The side elevation of the dwelling facing the street shall include a minimum of two windows;

ii. The required garage shall be located to the rear of the main structure; and

iii. The main entry of the dwelling shall have a covered porch which shall be no less than 25 square feet in area.

~~p.~~ q. All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

i. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the

type of home to be constructed as set forth in paragraph (v) above, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

ii. For homes with a side or rear façade that faces a street, architectural features, which total at least 70 points from Table 2, shall be applied to all street facing façades other than the front.

1. In the process of choosing architectural features from Table 2 to include on street facing façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.
2. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

iii. The point systems described in Tables 1 and 2 may be superseded by a development agreement that includes requirements that would yield homes of equal or greater quality as determined by the Planning Commission and the City Council.

Table 1

1. Roofing Treatments (must use at least one)	**Points**
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation	30
2. Relief Treatments (must use at least one)	**Points**
A. At least one foundation jog (not including the garage) on the front elevation	30
B. Bay or box window or other projection that is not part of the foundation on the front elevation	20
C. At least one cantilevered living area on the front elevation	20
D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	30
E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space.	50
3. Material Selections for the Entire House (must use one)	**Points**
A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber cement siding, including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	30
B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling	40

	with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	
C.	A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of the home including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	50
D.	Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color around all windows and doors.	70
E.	100% brick exterior	120
4.	**Entry Features (must use one)**	**Points**
A.	Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column	15
B.	Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	0
C.	Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space	0
5.	**Garage Treatments (must use at least one)**	**Points**
A.	Front of garage located at least 5' behind front face of home	40
B.	The width of the front of the house excluding the garage is at least 18' for ramblers and 15' for multi-levels	0
C.	Side entry garage	40
D.	Three car garage where one of the spaces is located at least 1.5' behind the other two garage spaces (may not be used in combination with item E)	60
E.	Three car garage (may not be used in combination with item D)	40
F.	Detached or alley loaded garage in the rear yard	40
G.	Usable open space with a trellis or roof (covered porch) above the garage extending to or beyond the front face of the garage	40
H.	Garage flush with the front of the house or located less than 5' behind front of home	20
6.	**Windows (must use at least one)**	**Points**
A.	One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below.	5 each, maximum of 10 points
B.	Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below).	5 each, maximum of 40 points
C.	Accent window over the entry area	5
D.	Decorative window shutters on front elevation.	5 per set of shutters, maximum of 20 points
E.	12" or wider sidelight to expand the size of the entry	5
F.	Windows in the garage door	10
G.	At least two windows on front elevation have a pattern or design (grid)	10
H.	All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above)	10
7.	**Additional Design Selections**	**Points**
A.	Precast quoins on at least two corners on front elevation	10
B.	Precast keystones (at least two on front elevation)	10
C.	Knee braces on at least the front elevation	10
D.	Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes)	10
E.	Exposed joists on at least the front elevation	10
F.	Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") on front elevation	20
G.	Siding applied horizontally and vertically on front elevation	20
H.	Gable returns on front elevation	20
I.	Porch and/or front stairway has a decorative railing	10

J. Decorative vent (must include either a pop-out or trim around the vent).	5 per vent, maximum of 15 points
K. 6" or larger, decorative roof facia	10
L. 100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without basements do not qualify for this item).	10 points per 100 square feet over minimum, maximum of 40 points

Table 2

1. Relief Treatments	**Points**
A. At least one foundation job that is at least 10' long and is no more than 20' deep	40
B. Bay or box window or other projection that is not part of the foundation	30
C. At least one cantilevered living area	30
2. Roof Treatments (must use at least one)	**Points**
A. A minimum 6" overhang at the eaves on gable ends	10
B. Dutch hip on a gable end	10
C. Hip roof instead of a gable end	20
D. One or more gables on rear façades	20
E. Two or more gables on side façades	10
F. One cross gable on side façades	10
G. Two cross gables on side façades	20
3. Design Treatments (must use at least one)	**Points**
A. One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells).	10 per window, maximum of 50 points
B. Trim around each window for homes with fiber cement exteriors	10
C. Decorative vent (oval, octagonal, or arched)	10
D. Decorative window shutters	10
E. Precast quoins on at least two corners	10
F. Precast keystones	10
G. Knee braces	10
H. Change of color on exterior materials applied to at least 20% of the façade (excluding doors, shutters, trim, roof material or material changes)	10
I. Change of material (i.e. brick or stone wainscot) applied to at least 15% of the façade	30
J. Exposed joists	10
K. Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") applied to at least 15% of the façade	10
L. A 6' solid visual barrier fence that extends across at least 50% of the length of the façade where the base of the home is no higher than 2' from the base of the fence.	20
M. For side façades, a front porch that extends to the street facing side façade	10

~~q.~~ r. All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD.

~~r.~~ s. Individual Residential Zone requirements and standards may be modified if the developer as part of a development agreement, or the builder as part of a building permit, agrees to increase the average house size by 200 square feet of finished floor space. Where fiber cement siding is used, it must be accompanied by a full perimeter brick or stone wainscot of at least 30 inches high. Standards that may be reduced include side yard setbacks (no less than 6 feet nor less than a total of 16 feet for all zones except R-1-4), and lot widths up to 15 percent except the R-1-4 zone. Lot width reduction shall be limited to twenty five percent (25%) of the total lots within a subdivision.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this_____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

DEPUTY CITY RECORDER

Item: 16-26
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A zone text change to Section 7-14-105 to exempt properties under certain instances from the latest single family dwelling standards.

SYNOPSIS:

West Valley City staff is recommending an amendment to Section 7-14-105 of the Zoning Ordinance. If adopted, this Section will exempt properties from the latest single family dwelling standards in the following situations:

1. A home that was not subject to the single family dwelling standards adopted in Ordinance #15-27 (the latest standards) is demolished and rebuilt.
2. Vacant, legal parcels zoned for single family dwellings that were in existence prior to April 15, 2015 and where no development agreement applies.
3. All lots in subdivisions that were submitted prior to April 15, 2015 where no development agreement applies.
4. An existing, developed single family dwelling lot in existence prior to April 15, 2015 that is large enough to be subdivided to create one new lot.

Homes built under the situations listed above would follow the design standards that were in place just before the current standards were adopted as outlined in Ordinance 14-28, which is attached.

The City Council directed staff to prepare an ordinance revision that specifically addressed the first situation listed in the proposed ordinance. The Council also asked staff to propose other exceptions that may be appropriate given our experience working with people over the counter.

For the second exception, staff estimates that there are approximately 130 parcels that would qualify for this exception. Staff estimates that there are 30 lots that would be eligible for the third exception. The fourth exception is difficult to estimate.

RECOMMENDATION:

City staff and the Planning Commission recommend approval of the zone text change.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director

WEST VALLEY CITY, UTAH

ORDINANCE NO. 16-26

Date Adopted:

Date Effective:

AN ORDINANCE AMENDING SECTION 7-14-105 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND PROVISIONS GOVERNING THE CONSTRUCTION OF CERTAIN SINGLE FAMILY DWELLINGS.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, Section 7-14-105 of the West Valley City Municipal Code establishes standards for the construction of single family homes in the City; and

WHEREAS, certain standards set forth in Section 7-14-105 may make construction of single family homes more difficult in certain narrow situations concerning preexisting lots and properties; and

WHEREAS, the City Council wishes to ensure that construction is feasible, appropriate to the neighborhood, and of the highest quality; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 7-14-105 of the West Valley City Municipal Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah as follows:

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Section 7-14-105 is hereby amended as follows:

7-14-105. DEVELOPMENT PLAN REQUIREMENTS FOR NEW CONSTRUCTION OF A SINGLE- FAMILY OR TWO-FAMILY DWELLING.

Applications for new construction of a single-family or two-family dwelling in West Valley City shall be accompanied by and shall comply with the following:

(1) Appropriate application form and fees.

(2) Two copies of the Development Plan shall be required, which plan shall include a site plan and an architectural plan with appropriate drawings of adequate scale showing building materials, exterior elevations and floor plans of all proposed structures.

(3) The following design criteria shall be required:

a. All exterior materials shall be 100% masonry. For the purposes of this Section, masonry shall only include brick, stone, and fiber cement siding. Thin brick, brick veneer panels, stone veneer panels and stucco are not allowed. Fiber cement siding shall not constitute more than 75% of the exterior material and the remaining 25% must be either brick or stone. All exterior materials shall be installed in a professional workmanlike manner and be guaranteed to be maintenance-free for at least 10 years. Finishes upon exterior materials shall be guaranteed maintenance-free for a minimum of five years. Materials or finishes without such guarantees shall not be permitted. Guarantees shall be in writing from the manufacturer.

b. Each dwelling shall have a site-built concrete, all-weather wood, or masonry foundation around the entire perimeter with interior supports as necessary to meet applicable building codes. The dwelling shall be permanently tied to the foundation system in accordance with applicable building codes.

c. The roof of each dwelling shall have a minimum pitch of 6:12. At non-gable ends of the roof there shall be an overhang at the eaves of not less than 12 inches inclusive of rain gutters. For homes with cantilevered rooms, 60 percent of the total eave length of the home shall have an overhang of not less than 12 inches. The roof overhang shall be measured perpendicular to the vertical side of the dwelling. Laminated architectural shingles are required. Unfinished galvanized

steel, tar, or aluminum roofing shall not be permitted. These pitch and overhang provisions shall not apply to porch covers, bay windows, or similar appendages.

d. Each dwelling shall be not less than 20 feet in depth at the narrowest point. The depth shall be considered to be the lesser of the two primary dimensions of the dwelling exclusive of attached garages, bay windows, room additions, or other similar appendages.

e. Any previously occupied dwelling which is to be moved from an existing location to a lot within West Valley City shall be inspected by the Chief Building Official of West Valley City, or his designated representative, prior to the move to insure that it meets applicable building codes.

f. Landscaping on residential lots shall comply with the following standards:

    i. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

    ii. Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2-inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner, however, low-water use landscaping is encouraged.

    iii. At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the

home with a mainline extended to the exterior of the foundation wall and capped.

iv. On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.

g. In reviewing the construction and siting of homes in an approved subdivision, variation in exterior design and setback distance shall be required as necessary to satisfy the purpose of this Chapter.

i. In order to insure exterior design variation, the same or very similar exterior design, as determined by the City, shall not be allowed on adjacent lots, except in the case of twin homes where connected units may be the same.

ii. In order to insure variation in front yard setbacks, no more than two homes on adjacent lots shall be built at the same setback. The minimum front setback may be reduced for main buildings, but not for garages; however, the average front setback for all lots in the subdivision shall not be less than the minimum front setback allowed in the zone. The minimum offset between homes shall be not less than five feet and the minimum front setback on any lot shall be not less than 23 feet. This requirement shall not apply to lots where the entire front property line is a curve with a radius of 100 feet or less. This subsection 3(g)(ii) shall not apply in the RE zone, which is governed by the setback standards set forth in Section 7-6-608.

iii. Any sides of a home facing a street, consisting of one material, shall include distinctive features intended to add significant variety and interest to the exterior surfaces of the home, such as pop-outs on windows, bay windows, quoins, color variations, texture changes or brick/stone decorative elements, etc. The minimum square footage of finished, above-ground, habitable floor space shall be 2,000 square feet

for ramblers and 3,000 square feet for 2-story or multi-level homes, not including the garage.

h. A 3 car garage is required, except that a 2 car garage is permissible when there is a 20' side yard setback adjacent to the garage and either the 2 car garage is side loaded or the basement of the dwelling is finished. The minimum interior dimensions of a garage shall be 20 feet by 30 feet for a 3 car garage and 20 feet by 20 feet for a 2 car garage. Occupancy of the home shall not be permitted without the garage being completed. Where the garage is attached to the home and the garage door is facing the street, the width of the front of the house excluding the garage shall be at least 18' for ramblers and 15' for multi-levels.

i. Final grading of individual lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved street or directed to an approved drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

j. In order to allow double driveways, and to allow hard-surface access to the rear yard, up to, but not more than, 40 percent of a front yard may be paved. Lots with duplexes, twin home lots, cul-de-sacs, or lots on major streets needing circular driveways may increase the hard-surface percent to 50 percent.

k. Lots with double frontage adjacent to a street with 80 feet or more Right-Of-Way, as defined in the Major Street Plan, shall have a solid, 6' tall masonry wall set back at least 10' from the closest edge of the sidewalk.

l. Primary buildings shall be designed and built with no more than two and one half stories above grade and shall be 30' or less in height. Accessory buildings shall be designed and built with no more than once story above grade and shall be 20' or less in height.

m. All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

n. All dwellings must have at least one main (front) entrance consisting of a concrete stoop, landing, and (if necessary) steps and additional landings which provide direct access to grade.

o. New dwellings shall be oriented toward the street. The primary architectural facade and front door shall be facing the street. On legally platted lots having a maximum 50-foot frontage, new homes may be oriented differently, provided they meet the following construction standards:

    i. The side elevation of the dwelling facing the street shall include a minimum of two windows;

    ii. The required garage shall be located to the rear of the main structure; and

    iii. The main entry of the dwelling shall have a covered porch which shall be no less than 25 square feet in area.

p. All dwellings shall apply the point system enumerated below in Table 1 to the design of the home. The combination of different features shall equal or exceed 250 points for a rambler plan and 300 points for all other types of plans. Each dwelling shall include at least one feature from each of the following categories in Table 1: 1) Roofing Treatments; 2) Relief Treatments; 3) Material Selections for the Entire House; 4) Entry Features; 5) Garage Treatments; and 6) Windows.

    i. If the point value of the items selected from each of the first six categories does not meet the minimum number of points required for the type of home to be constructed as set forth in paragraph (v) above, other features shall be added to increase the number of points equal to or above the minimum required for the type of home to be constructed.

    ii. For homes with a side or rear façade that faces a street, architectural features, which total at least 70 points from Table 2, shall be applied to all street facing façades other than the front.

        1. In the process of choosing architectural features from Table 2 to include on street facing façades, each home shall include at least one feature each from categories 2) Roofing Treatments and 3) Design Treatments.

2. If the point value of the items selected from each of the last two categories does not meet the minimum required, other features shall be added to increase the number of points equal to or above the minimum required.

iii. The point systems described in Tables 1 and 2 may be superseded by a development agreement that includes requirements that would yield homes of equal or greater quality as determined by the Planning Commission and the City Council.

Table 1

1. Roofing Treatments (must use at least one)	**Points**
A. Dominant roof pitch of not less than 6:12	0
B. Laminated architectural shingles that simulate the depth of wood over the entire roof	0
C. Two or more gable ends on front elevation	20
D. Dormer windows on front elevation	20
E. Hip style roof on at least two ends or two or more roof planes/levels on front elevation	30
2. Relief Treatments (must use at least one)	**Points**
A. At least one foundation jog (not including the garage) on the front elevation	30
B. Bay or box window or other projection that is not part of the foundation on the front elevation	20
C. At least one cantilevered living area on the front elevation	20
D. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	30
E. Covered front porch that extends across at least 30% of the entire length of the front of the house and is at least 5' deep with no less than 60 sq. ft. of usable, unobstructed space.	50
3. Material Selections for the Entire House (must use one)	**Points**
A. A brick or stone wainscot on the front elevation at least 30 inches high having a return of 24 inches around the front corners of the dwelling, with the remainder of the home in fiber cement siding, including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	30
B. A brick or stone wainscot of at least 30 inches high on the front and sides of the dwelling with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	40
C. A brick or stone wainscot on the front elevation and brick or stone extending to the roof line on at least one portion of the front. Fiber cement siding on the remaining exterior of the home including accent trim, which is a complimentary but different color from the primary house color, around all windows and doors.	50
D. Full brick or stone on the front elevation with brick or stone wainscot on the side elevations with the remainder of the home in fiber cement siding including accent trim, which is a complimentary but different color from the primary house color around all windows and doors.	70
E. 100% brick exterior	120
4. Entry Features (must use one)	**Points**
A. Covered entry with columns having a minimum size of 1' x 1' for the bottom half of the column	15
B. Covered front porch that extends across less than 30% of the entire length of the front of the house and is at least 5' deep with no less than 50 sq. ft. of usable, unobstructed space	0
C. Covered front porch that extends across at least 30% of the entire length of the front of	0

	the house and is at least 5’ deep with no less than 60 sq. ft. of usable, unobstructed space	
5.	**Garage Treatments (must use at least one)**	**Points**
A.	Front of garage located at least 5’ behind front face of home	40
B.	The width of the front of the house excluding the garage is at least 18’ for ramblers and 15’ for multi-levels	0
C.	Side entry garage	40
D.	Three car garage where one of the spaces is located at least 1.5’ behind the other two garage spaces (may not be used in combination with item E)	60
E.	Three car garage (may not be used in combination with item D)	40
F.	Detached or alley loaded garage in the rear yard	40
G.	Usable open space with a trellis or roof (covered porch) above the garage extending to or beyond the front face of the garage	40
H.	Garage flush with the front of the house or located less than 5’ behind front of home	20
6.	**Windows (must use at least one)**	**Points**
A.	One or more non-rectangular (round, oval, arched, etc.) windows used on the front elevation not including any window used to meet items C, E or F below.	5 each, maximum of 10 points
B.	Windows of any size used on the front elevation (does not include any windows used to meet items C, E or F below).	5 each, maximum of 40 points
C.	Accent window over the entry area	5
D.	Decorative window shutters on front elevation.	5 per set of shutters, maximum of 20 points
E.	12” or wider sidelight to expand the size of the entry	5
F.	Windows in the garage door	10
G.	At least two windows on front elevation have a pattern or design (grid)	10
H.	All windows on the front elevation have either a header, sill or trim with depth (If trim is used, it may not be used in combination with items 3A, B, C or E above)	10
7.	**Additional Design Selections**	**Points**
A.	Precast quoins on at least two corners on front elevation	10
B.	Precast keystones (at least two on front elevation)	10
C.	Knee braces on at least the front elevation	10
D.	Change of color on exterior materials (excluding doors, shutters, trim, roof material or material changes)	10
E.	Exposed joists on at least the front elevation	10
F.	Fiber cement siding with a highly visible texture or pattern (examples include “fish scale” and “shingle”) on front elevation	20
G.	Siding applied horizontally and vertically on front elevation	20
H.	Gable returns on front elevation	20
I.	Porch and/or front stairway has a decorative railing	10
J.	Decorative vent (must include either a pop-out or trim around the vent).	5 per vent, maximum of 15 points
K.	6” or larger, decorative roof facia	10
L.	100 sq. ft. above the minimum required areas of 2,000 sq. ft. for ramblers and 3,000 sq. ft. for multi-levels (homes without basements do not qualify for this item).	10 points per 100 square feet over minimum, maximum of 40 points

Table 2

1.	**Relief Treatments**	**Points**
A.	At least one foundation job that is at least 10’ long and is no more than 20’ deep	40
B.	Bay or box window or other projection that is not part of the foundation	30
C.	At least one cantilevered living area	30
2.	**Roof Treatments (must use at least one)**	**Points**
A.	A minimum 6” overhang at the eaves on gable ends	10

B.	Dutch hip on a gable end	10
C.	Hip roof instead of a gable end	20
D.	One or more gables on rear façades	20
E.	Two or more gables on side façades	10
F.	One cross gable on side façades	10
G.	Two cross gables on side façades	20
3. Design Treatments (must use at least one)		**Points**
A.	One or more windows that are at least 3 sq. ft. each in area (does not include windows in garage doors, bay windows, box windows or windows that are in or partially in window wells).	10 per window, maximum of 50 points
B.	Trim around each window for homes with fiber cement exteriors	10
C.	Decorative vent (oval, octagonal, or arched)	10
D.	Decorative window shutters	10
E.	Precast quoins on at least two corners	10
F.	Precast keystones	10
G.	Knee braces	10
H.	Change of color on exterior materials applied to at least 20% of the façade (excluding doors, shutters, trim, roof material or material changes)	10
I.	Change of material (i.e. brick or stone wainscot) applied to at least 15% of the façade	30
J.	Exposed joists	10
K.	Fiber cement siding with a highly visible texture or pattern (examples include "fish scale" and "shingle") applied to at least 15% of the façade	10
L.	A 6' solid visual barrier fence that extends across at least 50% of the length of the façade where the base of the home is no higher than 2' from the base of the fence.	20
M.	For side façades, a front porch that extends to the street facing side façade	10

q. All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD.

r. Individual Residential Zone requirements and standards may be modified if the developer as part of a development agreement, or the builder as part of a building permit, agrees to increase the average house size by 200 square feet of finished floor space. Where fiber cement siding is used, it must be accompanied by a full perimeter brick or stone wainscot of at least 30 inches high. Standards that may be reduced include side yard setbacks (no less than 6 feet nor less than a total of 16 feet for all zones except R-1-4), and lot widths up to 15 percent except the R-1-4 zone. Lot width reduction shall be limited to twenty five percent (25%) of the total lots within a subdivision.

t. Homes with a two car garage and reduced habitable floor area may be constructed

as set forth in this subsection (t):

a. The following circumstances qualify for a two car garage and reduced habitable floor area:

   i. A home built to replace a home built prior to April 15, 2015 when that home is demolished and rebuilt on the same lot.

   ii. A home built on a vacant, legal parcel zoned for single family dwellings that was in existence prior to April 15, 2015 and where no development agreement is currently applicable to the property.

   iii. A home built on a legal and developed single family dwelling lot under one acre in existence prior to April 15, 2015 that is large enough to be subdivided to create no more than one new lot.

b. Basements are required for homes constructed pursuant to this subsection (t) unless a soils report demonstrates that basements are not feasible. The minimum square footage of finished, above-ground, habitable floor space for homes with basements shall be 1,400 square feet for ramblers and 1,600 square feet for two story or multi-level homes, not including the garage. The minimum square footage of finished, above-ground, habitable floor space for homes without basements shall be 1,900 square feet for ramblers and 2,100 square feet for two story or multi-level homes, not including the garage.

c. Homes constructed pursuant to this subsection (t) must meet all other applicable requirements that are not specifically reduced herein.

Section 3. **Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. **Effective Date.** This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this ____ day of _____ 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

DEPUTY CITY RECORDER

June 2, 2016

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

June

June 7, 2016 *Tuesday*	RDA, HA, and BA Meetings Scheduled
June 9, 2016 *Thursday*	Summer at the Station Concert
June 9, 2016 *Thursday*	Slipknot with Marilyn Manson, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 11, 2016 *Saturday*	Westshire Annual Breakfast, 8:00 AM- 10:30 AM- 4000 South 2600 West
June 13, 2016- June 24, 2016 *Thursday- Sunday*	WestFest- Centennial Park, 5405 West 3100 South
June 14, 2016 *Tuesday*	Steely Dan/Steve Winwood, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West

June 15, 2016 *Wednesday*	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
June 17, 2016 *Friday*	Free Movies in the Park (*Movie: TBD*), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
June 23, 2016 *Thursday*	Summer at the Station Concert
June 24, 2016 *Friday*	Jason Aldean, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 25, 2016 *Saturday*	Boston, 7:30 PM, USANA Amphitheatre, 5125 South 6400 West
June 30, 2016 PM *Thursday*	Healing Wall Opening Ceremony, 5:00 PM- 6:00 Centennial Park, 5415 West 3100 South
June 30, 2016 – July 4, 2016	Traveling Vietnam Memorial Replica "The Healing Wall"- Centennial Park, 5415 West 3100 South

July

July 4, 2016 *Monday*	Independence Day Holiday- City Hall Closed
July 7, 2016 *Thursday*	Summer at the Station Concert
July 8, 2016 *Friday*	Free Movies in the Park (*Movie: Madagascar 3*), Starts at Dusk (Approx 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
July 9, 2016 *Saturday*	Bret Michaels, 4:00 PM- USANA Amphitheatre, 5125 South 6400 west
July 10, 2016 *Sunday*	G-Eazy "Endless Summer Tour", 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 12, 2016 South *Tuesday*	Pitbull, 7:30 PM- USANA Amphitheatre, 5125 6400 West

July 16, 2016 *Saturday*	The Piano Guys, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 20, 2016 *Wednesday*	Korn & Rob Zombie, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 *Thursday*	Keith Urban feat. Brett Eldredge, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 *Thursday*	Summer at the Station Concert
July 25, 2016 *Monday*	Pioneer Day Holiday- City Hall Closed
July 26, 2016 *Tuesday*	Weezer/ Panic at the Disco, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
July 29, 2016 *Friday*	Florida Georgia Line, 7:00 PM- USANA Amphitheatre, 5125 South 5400 West
July 29, 2016 Dusk *Friday* West	Free Movies in the Park (*Movie: Rio*), Starts at (Approx. 9:30 PM)- Centennial Park, 5415 3100 South

August

August 2, 2016 *Tuesday*	National Night Out/ No City Council Meetings
August 4, 2016 *Thursday*	Summer at the Station Concert
August 12, 2016 *Friday*	Free Movies in the Park (*Movie: Kung Fu Panda 3*), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
August 18, 2016 *Thursday*	Summer at the Station Concert

August 20, 2016 *Saturday*	Josh Groban with Special Guest Sarah McLachlan, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 21, 2016 *Sunday*	Journey and The Doobie Brothers, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 26, 2016 *Friday*	5 Seconds of Summer, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 27, 2016 *Saturday*	Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 29, 2016 *Monday*	Heart, Cheap Trick, and Joan Jett, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 30, 2016	No Council Meetings- 5th Tuesday

September

September 2, 2016 *Friday*	The Dixie Chicks, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 5, 2016 *Monday*	Labor Day Holiday- City Hall Closed
September 11, 2016 *Sunday*	Black Sabbath, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
September 16, 2016 *Friday*	Def Leppard with REO Speed Wagon and Tesla, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 17, 2016 *Saturday*	Dirks Bentley, TBD- USANA Amphitheatre, 5125 South 6400 West
September 21, 2016	Lake Park Golf Social, 8 AM- 2 PM- Stonebridge,

Wednesday	4415 Links Drive
September 22, 2016 *Thursday*	Blink 182, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 30, 2016 *Friday*	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West

October

October 1, 2016 *Saturday*	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West
October 4, 2016 *Tuesday*	RDA, HA, and BA Meetings Scheduled
October 13, 2016 *Thursday*	Brantley Gilbert, TBD- USANA Amphitheatre, 5125 South 6400 West

November

November 11, 2016 *Friday*	Veteran's Day Holiday
November 24, 2016 *Thursday*	Thanksgiving Holiday- City Hall Closed
November 29, 2016	No Council Meetings- 5th Tuesday

December

December 27, 2016	No Council Meetings- Christmas