PLAN DOCUMENT
SUMMARY PLAN DESCRIPTION

for the

HEALTH BENEFIT PLAN FOR EMPLOYEES OF FLATHEAD COUNTY

This booklet describes the Plan Benefits
in effect as of July 1, 2015

The Plan has been established for the benefit of
Eligible employees and their dependents of:

FLATHEAD COUNTY

Claims Processed By:

ALLEGIANCE BENEFIT PLAN MANAGEMENT, INC.
2806 South Garfield Street
PO Box 3018
Missoula, MT 59806-3018

Missoula Area Phone Number: (406) 721-2222
Toll-Free Number: (800) 877-1122

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INTRODUCTION

Effective July 1, 1993, Flathead County, hereinafter referred to as the "County" or "Employer", establishes the benefits, rights and privileges which will pertain to participating Employees, referred to as "Participants," and the eligible Dependents of such Participants, as defined, and which benefits are provided through a fund established by the County and referred to as the "Plan." **This Plan Document/Summary Plan Description includes changes reflected by Amendments #1, #2, #3, #4, #5, SB 55 Compliance Amendment, PPACA 2014 Compliance and Plan Changes Amendment and Same Gender Marriage Compliance Amendment to the Plan Document effective July 1, 2011.** This booklet describes the Plan in effect as of July 1, 2015.

Coverage provided under this Plan for Employees and their Dependents will be in accordance with the Eligibility, Effective Date, Qualified Medical Child Support Order, Termination, Family and Medical Leave Act and other applicable provisions as stated in this Plan.

Flathead County (the Plan Sponsor and Plan Administrator) has retained the services of an independent Plan Supervisor, experienced in claims processing, to handle health claims. The Plan Supervisor for the Plan is:

Allegiance Benefit Plan Management, Inc.
P.O. Box 3018
Missoula, MT- 59806-3018
(800) 877-1122

We recommend that you read this booklet carefully before incurring any medical expenses. If you have specific questions regarding coverage or benefits, you are urged to refer to the Plan Document which is available for your review in the Human Resource Office or at the office of the Plan Supervisor. If you wish, you may call or write to Allegiance Benefit Plan Management, Inc. regarding any detailed questions you may have concerning the Plan.

This Plan is not intended to, and cannot be used as workers compensation coverage for any employee or any covered dependent of an employee. Therefore, this plan generally excludes claims related to any activity engaged in for wage or profit including, but not limited to, farming, ranching, part-time and seasonal activities. See Plan Exclusions for specific information.

The information contained in this Plan Document/Summary Plan Description is only a general statement regarding FMLA, COBRA, USERRA, and QMCSO's. It is not intended to be and should not be relied upon as complete legal information about those subjects. Covered Persons and Employers should consult their own legal counsel regarding these matters.

Pre-certification or Pre-treatment Review by the Plan is strongly recommended for certain services. If you choose not to pre-cert or obtain Pre-treatment Review, the charge could be denied if the service, treatment or supply is not found to be Medically Necessary or found to be otherwise excluded by the Plan when the claim is submitted.

SCHEDULE OF BENEFITS
FOR
ELIGIBLE PARTICIPANTS AND DEPENDENTS

ALL BENEFITS PAYABLE UNDER THIS PLAN ARE SUBJECT TO THE APPLICABLE PLAN EXCLUSIONS AND THE MAXIMUM ELIGIBLE EXPENSE OR PROCEDURE BASED LIMITS OF THE PLAN

ELIGIBLE GROUPS OF PARTICIPANTS

A - Eligible Employees of the County
B - Eligible Retirees of the County

THE BENEFIT PERIOD IS A TWELVE MONTH PERIOD COMMENCING ON JULY 1ST AND ENDING ON JUNE 30TH OF EACH YEAR

MEDICAL BENEFIT COST SHARING (NON-PARTICIPATION IN WELLNESS PROGRAM)[1]

An individual Covered Person cannot receive credit toward the Family Deductible or Out-of-Pocket Maximum for more than the individual Annual Deductible or Out-of-Pocket Maximum than is stated below. The Deductible applies unless specifically indicated as waived.

Active Employees Annual Deductible per Benefit Period:

Maximum per Employee	$800
Maximum per Employee + 1 Dependent	$1,600
Maximum per Employee + 2 or more Dependents	$2,400

Retirees and COBRA Participants Annual Deductible per Benefit Period:

Maximum per Covered Person	$800
Maximum per 2 Covered Persons per Family	$1,600
Maximum per 3 or more Covered Persons per Family	$2,400

Benefit Percentage in excess of the Annual Deductible:

Before satisfaction of Out-of-Pocket Maximum	75%
After satisfaction of Out-of-Pocket Maximum	100%

Out-of-Pocket Maximum per Benefit Period:

Per Covered Person	$2,050*
Per Family (2 or more)	$4,100*

*Includes the Annual Deductible

[1] "Medical Benefit Cost Sharing (Non-Participation in Wellness Program) (Schedule of Benefits) replaced by Amendment #2 effective 7/1/2012

VOLUNTARY REDUCTION PROGRAM (PARTICIPATION IN WELLNESS PROGRAM)

If a Participant and his or her covered spouse elect to participate in the Voluntary Reduction Program, the Deductible and Out-of-Pocket Maximum will be reduced as follows with credits earned through the Healthy Incentives Wellness Program. New Employees, mid-year enrollees, and their covered Dependents will be automatically enrolled in the "Better" Buydown Category for the remainder of the Plan Year. Employees rehired in the same Plan Year will be re-enrolled in the same Buydown Category as previously enrolled. Reduction will be determined by the Wellness Coordinator. Please contact the Human Resources Department for further details.[2]

COST SHARING PROVISIONS PER BENEFIT PERIOD FOR ACTIVE EMPLOYEES	DEDUCTIBLE	OUT-OF-POCKET MAXIMUM
"Good" Buydown Category		
Maximum per Employee	$600	$1,850*
Maximum per Employee + 1 Dependent	$1,200	$3,700*
Maximum per Employee + 2 or more Dependents	$1,800	$3,700*
*Includes the Deductible		
"Better" Buydown Category		
Maximum per Employee	$400	$1,650*
Maximum per Employee + 1 Dependent	$800	$3,300*
Maximum per Employee + 2 or more Dependents	$1,200	$3,300*
*Includes the Deductible		
"Best" Buydown Category		
Maximum per Employee	$200	$1,450*
Maximum per Employee + 1 Dependent	$400	$2,900*
Maximum per Employee + 2 or more Dependents	$600	$2,900*
*Includes the Deductible		

COST SHARING PROVISIONS PER BENEFIT PERIOD FOR RETIREES AND COBRA PARTICIPANTS	DEDUCTIBLE	OUT-OF-POCKET MAXIMUM
"Good" Buydown Category		
Maximum per Covered Person	$600	$1,850*
Maximum per 2 Covered Persons per Family	$1,200	$3,700*
Maximum per 3 or more Covered Person per Family	$1,800	$3,700*
*Includes the Deductible		
"Better" Buydown Category		
Maximum per Covered Person	$400	$1,650*
Maximum per 2 Covered Persons per Family	$800	$3,300*
Maximum per 3 or more Covered Person per Family	$1,200	$3,300*
*Includes the Deductible		
"Best" Buydown Category		
Maximum per Covered Person	$200	$1,450*
Maximum per 2 Covered Persons per Family	$400	$2,900*
Maximum per 3 or more Covered Person per Family	$600	$2,900*
*Includes the Deductible		

[2] "Voluntary Reduction Program (Participation in Wellness Program), as amended, paragraph replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

SERVICES THROUGH THE SUMMIT MEDICAL FITNESS CENTER[3]

Journey to Wellness Program

Deductible Waived, Benefit Percentage 100%
Limited to one reimbursement per lifetime.

Covered Person is required to pay 100% of the Journey to Wellness Program. Upon successful completion of the program, as certified by The Summit Medical Fitness Center, the Plan will reimburse the Covered Person the full amount of the Journey to Wellness Program.

Charges are eligible under this benefit only when provided by The Summit Medical Fitness Center for a Covered Person who is eligible to participate in the Journey to Wellness Program.

Journey to Wellness Program is provided exclusively through The Summit Medical Fitness Center and is designed specifically for Covered Persons who have been referred by a health care provider (MD, DO, NP, PA, PT) with a chronic condition, orthopedic or other medical problem including, but not limited to: Obesity, Heart Disease / Heart Failure / Stroke, Peripheral Vascular Disease, Pre-Diabetes or Diabetes, Osteoporosis, Cancer, Arthritis, Parkinson's Disease, Chronic Pain / Low Back Pain, Orthopedic Conditions, COPD / Asthma, Hypertension, Fibromyalgia, Multiple Sclerosis, Metabolic Syndrome, Dyslipidemia, Depression, HIV and inactivity.

Coaching Sessions

Deductible Waived, Benefit Percentage 100%
Limited to 2 Coaching sessions per Benefit Period

Charges are eligible under this benefit only when services are provided by The Summit Medical Fitness Center for a Covered Person.

Weight Loss One2One Program

Deductible Waived, Benefit Percentage 100%
Limited to one weight loss course per lifetime.

Covered Person is required to pay 100% of the Weight Loss One2One Program. Upon successful completion of the program, as certified by The Summit Medical Fitness Center, the Plan will reimburse the Covered Person the full amount of the Weight Loss One2One Program.

Charges are eligible under this benefit only when provided by The Summit Medical Fitness Center for a Covered Person who is eligible to participate in the Weight Loss One2One Program.

The Weight Loss One2One Program is provided exclusively through The Summit Medical Fitness Center and is designed specifically for Covered Persons who have been referred by a health care provider (MD, DO, NP, PA, PT) with a chronic condition, orthopedic or other medical problem including, but not limited to: Obesity, Heart Disease / Heart Failure / Stroke, Peripheral Vascular Disease, Pre-Diabetes or Diabetes, Osteoporosis, Cancer, Arthritis, Parkinson's Disease, Chronic Pain / Low Back Pain, Orthopedic Conditions, COPD / Asthma, Hypertension, Fibromyalgia, Multiple Sclerosis, Metabolic Syndrome, Dyslipidemia, Depression, HIV and inactivity.

MEDICAL EXPENSE AUDIT BONUS

Percentage Reimbursed to Participant 50%
Maximum Payment per Claim $500

ACCIDENTAL INJURY BENEFIT

Deductible Waived, Benefit Percentage 100%
Maximum Benefit per Accident $500

[3] "Services Through The Summit Medical Fitness Center" (Schedule of Benefits), as amended, replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

VOLUNTARY SECOND AND THIRD SURGICAL OPINION BENEFIT

Deductible Waived, Benefit Percentage 100%
Maximum Benefit per Eligible Surgical Opinion $100

HOSPITAL LIMITATIONS

Deductible Applies, Benefit Percentage 75%
Hospital Room and Board Limitation . . . . . Average Semi-Private
Intensive Care Unit Limitation . . . . . Maximum Eligible Expense

CHIROPRACTIC CARE

Deductible Applies, Benefit Percentage 75%
Maximum Number of Treatments per Benefit Period 35
Maximum Benefit per treatment $25
Maximum Benefit for Diagnostic X-rays per Benefit Period $100

"Treatment" includes all services provided during a calendar day, except for X-rays.

HOME HEALTH CARE

Deductible Applies, Benefit Percentage 75%

PREVENTIVE CARE

Routine Wellness Care except for PSA (All ages)

Deductible Waived, Benefit Percentage 100%

Prostate Specific Antigen (PSA) Test

Deductible Waived, Benefit Percentage 100%
Maximum Benefit per Test $127

Other routine services may be eligible when provided by the City/County Health Department.

SURGICAL IMPLANT AND/OR DEVICES AND RELATED SUPPLIES

Deductible Applies, Benefit Percentage 75%
Maximum Benefit per Implant for the following:
Orthopedic Implants $40,000
Cardiac Implants (except for LVAD and RVAD) $60,000
Cochlear Implants $85,000
LVAD / RVAD Implants $200,000

Maximums apply to any implantable device and all supplies associated with that implantable device.

Pre-treatment Review by the Plan is strongly recommended for all surgical implant procedures. If you choose not to obtain a Pre-treatment Review, the charge could be denied if the service, treatment or supply is not found to be medically necessary when the claim is submitted.

FLATHEAD CITY/COUNTY HEALTH DEPARTMENT SERVICES[4]

Deductible Waived, Benefit Percentage 100%*

*Dental Services are specifically excluded from this benefit.

[4] "Flathead City/County Health Department Services" (Schedule of Benefits) added and the Flathead City/County Health Department Schedule is deleted by Amendment #5 effective 7/1/2015

TRANSPLANT SERVICES

Transplant Network Facility*:

Deductible Applies, Benefit Percentage	75%
Maximum Benefit per Procedure:	
Allogenic Stem Cell (related)	$250,000
Allogenic Stem Cell (unrelated)	$340,000
Autologous Stem Cell	$140,000
Stem Cell Other	$230,000
Heart	$275,000
Heart Lung	$345,000
Intestine	$485,000
Kidney	$95,000
Kidney Pancreas	$160,000
Liver	$220,000
Lung	$275,000
Pancreas	$140,000
Solid Other	$440,000
Other Eligible Transplant or Replacement Procedure	$75,000

Maximums apply to all expenses in connection with any eligible organ or tissue transplant procedure as stated in Medical Benefits under Transplant Services.

Services subject to the maximums include, but are not limited to evaluation; pre-transplant, transplant and post-transplant care (not including outpatient immunosuppressant drugs); organ donor search, procurement and retrieval; complications related to the procedure and follow-up care for services received during the 12-month period from the date of transplant. Charges for services incurred after such 12-month period are eligible under the Medical Benefits of this Plan.

Amounts exceeding the maximum case rate at contracted Centers of Excellence (also known as outliers) will be eligible for reimbursement under Medical benefits. Excess charges at non-contracted facilities will not be eligible for reimbursement.

*A Transplant Network Facility is a network of transplant centers to provide transplant services according to the terms of this Plan. Institutions that participate in a Transplant Network must meet established criteria for quality and agree to a negotiated, all-inclusive rate for a package of transplant services that includes professional, facility and ancillary services, and/or a pre-determined length of time.

Travel, Lodging and Meals:

For use of Transplant Network Facility only, charges for travel, lodging and meals are payable at 75%, limited to $10,000 per lifetime.

Lodging and meals limited to $150 per day. See benefit for further details.

There is no coverage for facility other than Transplant Network Facility

[5]

MAXIMUM BENEFIT PER BENEFIT PERIOD FOR ALL CAUSES[6] . . . . . None

[5] "Vision Benefit" (Schedule of Benefits) deleted by Amendment #5 effective 7/1/2015

[6] "Maximum Benefit Per Benefit Period For All Causes" (Schedule of Benefits), as amended, replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

PHARMACY BENEFIT

Prescription drug charges are payable only through the Plan's Pharmacy Benefit Manager (PBM) program, which program is sponsored in conjunction with and is an integral part of this Plan. Copayments do not serve to satisfy the Medical Benefits Annual Deductible or Out-of-Pocket Maximum. However, Pharmacy Copayments do apply toward the applicable Pharmacy Benefit Out-of-Pocket Maximum. **The Pharmacy Benefit Manager (PBM) will provide separate information for details regarding Network pharmacies, Preferred Brand prescriptions and Specialty Drugs upon enrollment for coverage under this Plan.** [7]

Mandatory Mail Order Program: Except for the first two fills for each maintenance drug that are obtained from a retail pharmacy, maintenance drugs must be obtained from a Mail Order Pharmacy in a mail-order quantity, except for Kalispell Kmart. Maintenance drugs that have been filled more than twice from any retail pharmacy will not be covered under this Plan and the Covered Person will be responsible for the full cost of the maintenance drug.

COST SHARING PROVISIONS[8]

Active Employees Annual Deductible per Benefit Period:

Maximum per Employee $300
Maximum per Employee + 1 Dependent $600
Maximum per Employee + 2 or more Dependents $900

Retirees and COBRA Participants Annual Deductible per Benefit Period:

Maximum per Covered Person $300
Maximum per 2 Covered Persons per Family $600
Maximum per 3 or more Covered Persons per Family $900

Active Employees Annual Out-of-Pocket Maximum per Benefit Period

Per Employee $4,550*
Per Family (2 or more Dependents) $9,100*

*Includes the Pharmacy Deductible and any applicable Pharmacy Copayments. Pharmacy Benefits are payable at 100% after satisfaction of the Pharmacy Out-of-Pocket Maximum for the remainder of the Benefit Period.

Retirees and COBRA Participants Annual Out-of-Pocket Maximum per Benefit Period . . . . . None*

*Retirees and COBRA Participants are not subject to any Pharmacy Out-of-Pocket Maximum. However, Retirees and COBRA Participants are subject to any applicable Pharmacy Copayments.

Copayment per Prescription				
Drug Type	**Retail PBM Network**	**Member Submit***	**Mail Order**	**Specialty Drug**
Generic	10% (min. $7)	10% (min. $7)	10% (min. $14)	10% (min. $7)
Preferred Brand	20% (min. $15)	20% (min. $15)	20% (min. $30)	20% (min. $15)
Non-Preferred Brand	30% (min. $35)	30% (min. $35)	30% (min. $70)	30% (min. $35)

[7] First paragraph (Pharmacy Benefit) replaced by Amendment #5 effective 7/1/2015

[8] "Cost Sharing Provisions" (Pharmacy Benefit), as amended, replaced by Amendment #5 effective 7/1/2015

*For Member Submit prescriptions, the PBM will reimburse the contract cost of the prescription drug, less the applicable Copayment per Prescription. Contract cost is the PBM's discounted cost of the prescription drug. Reimbursement will not exceed what the PBM would have reimbursed for a Network Prescription.

The following are payable at 100% and are not subject to any Deductible or Copayment:

1. Prescribed generic contraceptives or brand if generic is unavailable;
2. Smoking cessation products prescribed by a Physician or Licensed Health Care Provider; and
3. Over-the-counter (OTC) medications only when prescribed by a Physician or Licensed Health Care Provider, and only if listed as an A or B recommendation as a Preventive Service covered under the Affordable Care Act which can be viewed at: http://www.hhs.gov/healthcare/prevention/index.html.

When Primary Coverage exists Under Another Plan

If primary coverage exists under another plan, including Medicare Part D, charges for prescription drugs must be submitted to the primary carrier first. Once this Plan receives a copy of the drug receipt or explanation of benefits showing the total charges and amounts paid for eligible prescription drugs from the primary carrier, if applicable, this Plan will reimburse the Participant for the remainder of Eligible Expenses, subject to the following Copayments:

Generic . . . . . 10% (min. $7)
Brand Name . . . . . 20% (min. $15)

In order to receive reimbursement, the drug receipt must be submitted to Allegiance, or through the Pharmacy Benefit Manager (PBM) if primary coverage is Medicare Part D.

COVERAGE[9]

Coverage for prescription drugs will include only those drugs requiring a written prescription of a Physician or Licensed Health Care Provider, if within the scope of practice of the Licensed Health Care Provider, and that are Medically Necessary for the treatment of an Illness or Injury.

Coverage also includes prescription drugs or supplies that require a written prescription of a Physician or Licensed Health Care Provider, if within the scope of practice of the Licensed Health Care Provider, as follows:

1. Self-administered contraceptives and over-the-counter FDA approved female contraceptives with a written prescription by a Physician or Licensed Health Care Provider.

   Contraceptive Management, injectable contraceptives and contraceptive devices are covered under the Medical Benefits of this Plan.

2. Diabetic supplies including: syringes, needles, swabs, blood test strips, blood glucose calibration solutions, urine tests, lancets and lancet devices.

3. Blood monitors and kits. Blood monitors and kits are also eligible for coverage under Medical Benefits, subject to all provisions and limitations of this Plan.

4. Dermatology: Tretinoin agents used in the treatment of acne and/or for cosmetic purposes (Retin A).

5. Erectile dysfunction non-injectables.

[9] "Coverage" (Pharmacy Benefit) , as amended, replaced by Amendment #5 effective 7/1/2015

6. Smoking deterrents prescribed by a Physician or Licensed Health Care Provider.

7. Over-the-counter (OTC) medications only when prescribed by a Physician or Licensed Health Care Provider, and only if listed as an A or B recommendation as a Preventive Service covered under the Affordable Care Act which can be viewed at: http://www.hhs.gov/healthcare/prevention/index.html.

SERVICE OPTIONS

The Program includes the following Service Options for obtaining prescriptions under the Pharmacy Benefit:

PBM Network Prescriptions: Available only through a retail pharmacy that is part of the PBM Network. The pharmacy will bill the Plan directly for that part of the prescription cost that exceeds the Copayment (Copayment amount must be paid to pharmacy at time of purchase). **The medical/prescription identification card is required for this option.**

Member Submit Prescriptions: Available only if the prescription identification card cannot be used because a pharmacy is not part of the PBM Network, or the prescription identification card is not used at a PBM pharmacy. **Prescriptions must be paid for at the point of purchase and the prescription drug receipt must be submitted to the Pharmacy Benefit Manager (PBM), along with a reimbursement form (Direct Reimbursement). The PBM will reimburse the contract cost of the prescription drug, less the applicable Copayment per Prescription. Contract cost is the PBM's discounted cost of the prescription drug. Reimbursement will not exceed what the PBM would have reimbursed for a Network Prescription.**

Mail Order Prescriptions: Available only through a licensed pharmacy that is part of the PBM Network which fills prescriptions and delivers them to Covered Persons through the United States Postal Service, United Parcel Service or other delivery service. **The pharmacy will bill the Plan directly for prescription costs that exceed the Copayment.** The approved Mail Order Pharmacies for this Plan are:

CIGNA 1000 Great West Drive Kennett, MO 63857-3749 (800) 325-1404	Valley Drug & Variety 301 Main Street Stevensville, MT 59870 (800) 870-5591	Kalispell Kmart 2024 US Hwy 2 E Kalispell, MT 59901 (406) 257-5452	Ridgeway Pharmacy 39 Stevi Cutoff Rd W Stevensville, MT 59870 (800) 630-3214

Specialty Drug(s): These medications are generic or non-generic drugs classified by the Plan and listed by the PBM as Specialty Drugs and require special handling (e.g., most injectable drugs other than insulin). Specialty drugs must be obtained from a preferred specialty pharmacy. **Only your first prescription can be obtained at a network retail pharmacy. All subsequent refills must be obtained through a preferred specialty pharmacy. A list of specialty drugs and preferred specialty pharmacies may be obtained from the PBM or Plan Supervisor.**

DRUG OPTIONS

The drug options available are:

Generic: Those drugs and supplies listed in the most current edition of the Physicians Desk Reference or by the PBM Program as generic drugs.

Preferred Brand: Non-generic drugs and supplies listed as "Preferred Brand" by the PBM Program as stated in a written list provided to Covered Persons and updated from time to time.

Non-Preferred Brand: Copyrighted or patented brand name drugs (Non-Generic) which are not recognized or listed as Preferred Brand drugs or supplies by the PBM Program.

PHARMACY DEDUCTIBLE

The Pharmacy Deductible applies to Eligible Pharmacy Expenses Incurred during each Benefit Period, unless specifically waived, but it applies only once for each Covered Person within a Benefit Period. Also, if members of a Family have satisfied individual Deductible amounts that collectively equal the Deductible per Family, as stated in the Schedule of Benefits, during the same Benefit Period, no further Deductible will apply to any member of that Family during that Benefit Period. **An individual Covered Person cannot receive credit toward the Family Deductible for more than the Individual Annual Deductible as stated in the Schedule of Benefits.**

COPAYMENT

"Copayment" means a dollar amount fixed as either a percentage or a specific dollar amount per prescription payable to the pharmacy at the time of service. Copayments are specifically stated in this section. Pharmacy Copayments are not payable by the Plan and do not serve to satisfy the Medical Benefits Annual Deductible or Out-of-Pocket Maximum. However, Pharmacy Copayments do apply towards the applicable Pharmacy Out-of-Pocket Maximum and after satisfaction of the Pharmacy Out-of-Pocket Maximum, Copayments will no longer apply for the remainder of the Benefit Period.

PRIMARY COVERAGE UNDER ANOTHER PLAN

When primary coverage exists under another Plan, including Medicare Part D, charges for prescription drugs may be reimbursed by the Plan as specifically stated in this section, subject to the following conditions:

1. The prescription drug receipt and explanation of benefits from primary carrier (if applicable) is submitted to the Plan, along with a reimbursement form to Allegiance Benefit Plan Management, Inc., or through the Pharmacy Benefit Manager if primary coverage is Medicare Part D.

2. The pharmacy indicates either "generic" or "brand" on the prescription drug receipt.

3. The primary coverage information has been previously submitted to the Plan.

Charges for prescription drugs are not eligible if the above conditions are not met.

SUPPLY LIMITS

Supply is limited to 34 days for Member Submit and PBM Network Prescriptions. Supply is limited to 90 days for Mail Order Prescriptions.

Prescription drug refills are not allowed until 75% of the prescribed day supply is used.

The amount of certain medications are limited to promote safe, clinically appropriate drug usage. If you have exceeded a limit and your physician believes you need an additional supply of a medication, it will be reviewed for medical necessity. A current list of applicable quantity limits can be obtained by contacting the PBM at the number listed on your identification card.

PRIOR AUTHORIZATION

Certain drugs require approval before the drug can be dispensed. A current list of drugs that require prior authorization can be obtained by contacting the PBM at the number listed on your identification card.

EXCLUSIONS[10]

Prescription drugs or supplies in the following categories are specifically excluded:

1. Cosmetic only indications including, but not limited to, photo-aged skin products (Renova), Hair Growth Agents (Propecia, Vaniqa), and Injectable cosmetics (botox cosmetic).
2. Dermatology: Depigmentation products used for skin conditions requiring a bleaching agent.
3. Legend homeopathic drugs.
4. Fertility agents: oral, vaginal and injectable.
5. Erectile dysfunction injectables.
6. Weight management.
7. Allergens.
8. Serums, toxoids and vaccines.
9. Legend vitamins and legend fluoride products.
10. Over-the-counter equivalents and non-legend medications (OTC).
11. Durable Medical Equipment.*
12. Experimental or Investigational drugs.
13. Abortifacient drugs.

*Eligible for coverage under the Medical Benefits, subject to all provisions and limitations of this Plan.

[10] "Exclusions" (Pharmacy Benefit), as amended, replaced by Amendment #5 effective 7/1/2015

SCHEDULE OF DENTAL BENEFITS
FOR
ELIGIBLE PARTICIPANTS AND DEPENDENTS

ALL BENEFITS PAYABLE UNDER THIS PLAN ARE SUBJECT TO THE APPLICABLE PLAN EXCLUSIONS AND LIMITATIONS AND THE MAXIMUM ELIGIBLE EXPENSE

ELIGIBLE GROUPS OF PARTICIPANTS

A - Eligible Employees of the County
B - Eligible Retirees of the County

THE BENEFIT PERIOD IS A TWELVE MONTH PERIOD COMMENCING ON JULY 1ST AND ENDING ON JUNE 30TH OF EACH YEAR

DEDUCTIBLE

Deductible Per Covered Person per Benefit Period $25
Deductible per Family per Benefit Period $75

DENTAL EXPENSES

Type A (Preventive Care) Dental Expenses
Deductible . . . . . Waived
Benefit Percentage 100%

Type B (Basic Care) Dental Expenses
Deductible . . . . . Applies
Benefit Percentage 75%

Type C (Major Restorative) Dental Expenses
Deductible . . . . . Applies
Benefit Percentage 50%

MAXIMUM BENEFIT PER BENEFIT PERIOD PER COVERED PERSON $1,250
(Type A, B and C Expenses)

SCHEDULE OF VISION BENEFITS [11]
FOR
ELIGIBLE PARTICIPANTS AND DEPENDENTS

ELIGIBLE GROUPS OF PARTICIPANTS
A - Eligible Employees of the County
B - Eligible Retirees of the County

THE BENEFIT PERIOD IS A TWELVE MONTH PERIOD COMMENCING ON JULY 1ST AND ENDING ON JUNE 30TH OF EACH YEAR

DEDUCTIBLE

Deductible Per Covered Person per Benefit Period	None
Deductible per Family per Benefit Period	None

VISION EXAMINATION AND MATERIALS

Examination applicable for spectacle lenses or contacts lenses	
Materials applicable for lenses, frames, and contact lenses	
Maximum Benefit per Benefit Period per Covered Person	$200

Coverage under this benefit includes charges for vision examination by an ophthalmologist (or other Physician licensed to perform vision examinations and prescribe lenses) or optometrist to evaluate the health and visual status of the eye, and eyewear materials including lenses, frames, and contact lenses.

[11] "Schedule of Vision Benefits" added by Amendment #5 effective 7/1/2015

MEDICAL BENEFIT DETERMINATION REQUIREMENTS

ELIGIBLE SERVICES, TREATMENTS AND SUPPLIES

Services, treatments or supplies are eligible for coverage if they meet all of the following requirements:

1. They are administered, ordered or provided by a Physician or other eligible Licensed Health Care Provider; and

2. They are Medically Necessary for the diagnosis and treatment of an Illness or Injury or they are specifically included as a benefit if not Medically Necessary; and

3. Charges do not exceed the Eligible Expense; and

4. They are not excluded under any provision or section of this Plan.

Treatments, services or supplies excluded by this Plan may be reimbursable if such charges are approved by the Plan Administrator prior to beginning such treatment. Prior approval is limited to medically accepted non-experimental or investigational treatments, services, or supplies, which, in the opinion of the Plan Administrator, are more cost effective than a covered treatment, service or supply for the same Illness or Injury, and which benefit the Covered Person.

DEDUCTIBLE

The Deductible applies to Eligible Expenses Incurred during each Benefit Period, unless specifically waived, but it applies only once for each Covered Person within a Benefit Period. Also, if members of a Family have satisfied individual Deductible amounts that collectively equal the Deductible per Family, as stated in the Schedule of Benefits, during the same Benefit Period, no further Deductible will apply to any member of that Family during that Benefit Period. **An individual Covered Person cannot receive credit toward the Family Deductible for more than the Individual Annual Deductible as stated in the Schedule of Benefits.**

BENEFIT PERCENTAGE

Eligible Expenses Incurred by a Covered Person will be paid by the Plan according to the applicable Benefit Percentage stated in the Schedule of Benefits. The Plan will pay the percentage of the Eligible Expense indicated as the Benefit Percentage.

OUT-OF-POCKET MAXIMUM[12]

The Out-of-Pocket Maximum, per Covered Person or Family, whichever is applicable, is stated in the Schedule of Benefits and includes amounts applied toward the Deductible and amounts in excess of the Benefit Percentage paid by the Plan. Eligible Expenses Incurred in a single Benefit Period after satisfaction of the Out-of-Pocket Maximum per Covered Person or per Family, whichever is applicable, will be paid at 100% for the remainder of the Benefit Period. **An individual Covered Person cannot receive credit toward the Family Out-of-Pocket Maximum for more than the Individual Out-of-Pocket Maximum as stated in the Schedule of Benefits.**

MAXIMUM BENEFIT

The amount payable by the Plan will not exceed any Maximum Benefit as stated in the Schedule of Benefits, for any reason.

[12] "Out-of-Pocket Maximum" (Medical Benefit Determination Requirements) replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

APPLICATION OF DEDUCTIBLE AND ORDER OF BENEFIT PAYMENT

Deductibles will be applied to Eligible Expenses in the chronological order in which they are adjudicated by the Plan. Eligible Expenses will be paid by the Plan in the chronological order in which they are adjudicated by the Plan. The manner in which the Deductible is applied and Eligible Expenses are paid by the Plan will be conclusive and binding on all Covered Persons and their assignees.

CHANGES IN COVERAGE CLASSIFICATION

A change in coverage that decreases a benefit of this Plan will become effective on the stated effective date of such change with regard to all Covered Persons to whom it applies.

MEDICAL EXPENSE AUDIT BONUS

The Plan offers an incentive to all Covered Persons to encourage examination and self-auditing of eligible medical bills to ensure the amounts billed by any provider accurately reflect the services and supplies received by the Covered Person. The Covered Person should review all Medical charges and verify that each itemized service has been received and that the bill does not represent either an overcharge or a charge for services never received. Participation in this self-auditing procedure is strictly voluntary; however, it is to the advantage of the Plan as well as the Covered Person to avoid unnecessary payment of health care costs.

In the event a self-audit results in elimination or reduction of charges, fifty percent (50%) of the amount eliminated or reduced will be paid directly to the employee as a bonus (subject to a $500 maximum payment), provided the savings are accurately documented, and satisfactory evidence of a reduction in charges is submitted to Allegiance Benefit Plan Management, Inc. (e.g. a copy of the incorrect bill and a copy of the corrected billing). The bonus shall only apply to charges which have been submitted to and paid by the Plan, and for which an erroneous charge was paid by the Plan. Erroneous charges corrected by the Plan during the claims adjudication process are not eligible for this bonus.

This self-audit is a bonus in addition to the benefits of this Plan. The Covered Person must indicate on the corrected billings “This is a claim for the Medical Expense Audit Bonus” in order to receive the bonus.

MEDICAL BENEFITS

The following Medical/Dental Benefits are payable as stated in the Schedule of Benefits and subject to all terms and conditions of this Plan. Medical Benefits include:

1. Charges made by a Hospital for:

   A. Daily Room and Board in a Semi-Private Room (or private room if no Semi-Private room is available or when confinement in a private room is Medically Necessary) and general nursing services, or confinement in an Intensive Care Unit, not to exceed the applicable limits shown in the Schedule of Benefits.

   B. Medically Necessary Hospital Miscellaneous Expenses other than Room and Board furnished by the Hospital, including Inpatient miscellaneous service and supplies, Outpatient Hospital treatments for chronic conditions and emergency room use for an Emergency only, Physical Therapy treatments, hemodialysis, and x-ray.

   C. Nursery neonatal units, general nursing services, including Hospital Miscellaneous Expenses for services and supplies, Physical Therapy, hemodialysis and x-ray, care or treatment of Injury or Illness, congenital defects, birth abnormalities or premature delivery incurred by a Newborn Dependent.

   D. Therapy which has been prescribed by a speech pathologist or Physician and includes a written treatment plan with estimated length of time for therapy.

      Treatment rendered for stuttering or for behavioral or learning disorders is excluded.

2. Charges made by an Ambulatory Surgical Center when treatment has been rendered.

   "Ambulatory Surgical Center" (also called same-day surgery center or Outpatient surgery center) means a licensed establishment with an organized staff of Physicians and permanent facilities, either freestanding or as a part of a Hospital, equipped and operated primarily for the purpose of performing surgical procedures and which a patient is admitted to and discharged from within a twenty-four (24) hour period. Such facilities must provide continuous Physician and registered nursing services whenever a patient is in the facility. An Ambulatory Surgical Center must meet any requirements for certification or licensing for surgical facilities in the state in which the facility is located.

   "Ambulatory Surgical Center" does not include an office or clinic maintained by a Dentist or Physician for the practice of dentistry or medicine, a Hospital emergency room or trauma center.

3. Charges made by an Urgent Care Facility when treatment has been rendered.

   "Urgent Care Facility" means a free-standing facility which is engaged primarily diagnosing and treating Illness or Injury for unscheduled, ambulatory Covered Persons seeking immediate medical attention. A clinic or office located in or in conjunction with or in any way made a part of a Hospital will be excluded from the terms of this definition.

4. Charges for services and supplies furnished by a Birthing Center.

5. Charges made by a Skilled Nursing Facility for the following services and supplies furnished by the facility during the first sixty (60) days of convalescent confinement in any one Convalescent Period. Only charges in connection with convalescence from the Illness or Injury for which the Covered Person was Hospital-confined will be eligible for benefits. These expenses include:

   A. Room and Board, including any charges made by the facility as a condition of occupancy, or on a regular daily or weekly basis such as general nursing services. If private room accommodations are used, the daily Room and Board charge allowed will not exceed the facility's average Semi-Private charges or an average Semi-Private rate made by a representative cross section of similar institutions in the area.

   B. Medical services customarily provided by the Skilled Nursing Facility, with the exception of private duty or special nursing services and Physicians' fees.

   C. Drugs, biologicals, solutions, dressings and casts, furnished for use during the Convalescent Period, but no other supplies.

6. Charges made by a Hospice within any one Hospice Benefit Period for:

   A. Room and Board, including any charges made by the facility as a condition of occupancy, or on a regular daily or weekly basis such as general nursing services. If private room accommodations are used, the daily Room and Board charge allowed will not exceed the facility's average Semi-Private charges or an average Semi-Private rate made by a representative cross section of similar institutions in the area.

   B. Nursing care by a Registered Nurse (R.N.), a Licensed Practical Nurse (L.P.N.), a public health nurse who is under the direct supervision of a Registered Nurse.

   C. Physical Therapy and Speech Therapy, when rendered by a licensed therapist.

   D. Medical supplies, including drugs and biologicals and the use of medical appliances.

   E. Physician's services.

   F. Services, supplies, and treatments deemed Medically Necessary and ordered by a licensed Physician.

7. The services of a legally qualified Physician or Licensed Health Care Provider for medical care and/or treatments, including office, home visits, Hospital Inpatient care, Hospital Outpatient visits/exams, clinic care, and surgical opinion consultations.

   Charges are eligible for drugs intended for use in a physicians’ office or settings other than home use that are billed during the course of an evaluation or management encounter.

8. Charges for Pregnancy, including charges for prenatal care, childbirth, miscarriage, and any medical complications arising out of or resulting from Pregnancy.

9. Charges for Surgical Procedures.

   When two or more Surgical Procedures occur during the same operative session, charges will be considered as follows:

   A. When multiple or bilateral Surgical Procedures are performed that increase the time and amount of patient care, 100% of the Eligible Expense will be considered for the Major Procedure; and 50% of the Eligible Expense will be considered for each of the lesser procedures, except for contracted or negotiated services. Contracted or negotiated services will be reimbursed at the contracted or negotiated rate.

B. When an incidental procedure is performed through the same incision, only the Eligible Expense for the Major Procedure will be considered. Examples of incidental procedures are: excision of a scar, appendectomy at the time of other abdominal surgery, lysis of adhesions, etc.

When an assisting Physician is required to render technical assistance during a Surgical Procedure, the charges for such services will be limited to 25% of the primary surgeon's Eligible Expense for the Surgical Procedure. When an assisting non-physician is required to render technical assistance during an operation, charges for such services will be limited to 10% of the surgeon's Eligible Expense for the Surgical Procedure.

10. Charges for Registered Nurses (R.N.'s) or Licensed Practical Nurses (L.P.N.'s) for private duty nursing.

11. Charges for home and Outpatient infusion services ordered by a Physician and provided by a Home and Outpatient Infusion Therapy Organization licensed and approved within the state in which the services are provided. A "Home and Outpatient Infusion Therapy Organization" is a health care facility that provides home and Outpatient infusion therapy services and skilled nursing services. Home and Outpatient infusion therapy services include the preparation, administration, or furnishing of parenteral medications, or parenteral or enteral nutritional services to a Covered Person by a Home and Outpatient Infusion Therapy Organization. Services also include education for the Covered Person, the Covered Person's care giver, or a family member. Home and Outpatient infusion therapy services include pharmacy, supplies, equipment and skilled nursing services when billed by a Home and Outpatient Infusion Therapy Organization.

    Skilled nursing services billed by a home health agency are covered under the Home Health Care Benefit.

12. Charges for Physical Therapy or Occupational Therapy, when ordered by a Physician, in a home setting or at a facility or institution whose primary purpose is to provide medical care for an Illness or Injury.

13. Charges made by a legally qualified speech therapist for Speech Therapy, also called speech pathology, and audio diagnostic testing services for diagnosis and treatment of speech and language disorders. The Plan will provide benefits for Speech Therapy when all of the following criteria are met:

    A. There is a documented condition or delay in development that can be expected to improve with therapy within a reasonable time.

    B. Improvement would **not** normally be expected to occur without intervention.

    C. Treatment is **not** rendered for stuttering.

    D. Treatment is not rendered for behavioral or learning disorders.

    E. Treatment is rendered for a condition that is the direct result of a diagnosed neurological, muscular, or structural abnormality affecting the organs of speech.

    F. Therapy has been prescribed by the speech language pathologist or Physician and includes a written treatment plan with estimated length of time for therapy, along with a statement certifying all above conditions are met.

14. Charges for Ambulance Service to the nearest facility where Emergency care or treatment can be rendered.

15[13]. Charges for drugs requiring the written prescription of a licensed Physician; such drugs must be Medically Necessary for the treatment of an Illness or Injury. Coverage also includes prescription contraceptive drugs not available through the Pharmacy Benefit regardless of Medical Necessity and FDA approved over-the-counter female contraceptives prescribed by a Physician or Licensed Health Care Provider.

Conditions of coverage for outpatient prescription drugs and supplies are as stated in the Schedule of Benefits and Pharmacy Benefit sections of the Plan.

16. Charges for x-rays, CAT scans, MRIs, microscopic tests, and laboratory tests.

17. Charges for radiation therapy or treatment and chemotherapy.

18. Charges for blood transfusions, blood processing costs, blood transport charges, blood handling charges, administration charges, and the cost of blood, plasma and blood derivatives. Any credit allowable for replacement of blood plasma by donor or blood insurance will be deducted from the total Eligible Expenses.

19. Charges for oxygen and other gases and their administration.

20. Charges for electrocardiograms, electroencephalograms, pneumoencephalograms, basal metabolism tests, or similar well-established diagnostic tests generally accepted by Physicians throughout the United States.

21. Charges for the cost and administration of an anesthetic.

22. Charges by a Physician or Licensed Health Care Provider for dressings, sutures, casts, splints, trusses, crutches, braces, adhesive tape, bandages, antiseptics or other Medically Necessary medical supplies, except for dental braces or corrective shoes, which are specifically excluded.

    Diabetic supplies are only eligible for coverage under the Pharmacy Benefit of this Plan, including insulin, needles, syringes, test strips and lancets.

23. Charges for adhesive tape, bandages, antiseptics or other over-the-counter first aid supplies only upon prior approval of the Plan. **Approval will be based on guidelines of cost effectiveness and Medically Necessary treatment of an Illness or Injury as determined by the Plan Administrator.**

24. Charges for the rental of, up to the purchase price of, a wheelchair, Hospital bed, respirator or other Durable Medical Equipment, as defined by this Plan, required for therapeutic use, or the purchase of this equipment if economically justified, whichever is less.

25. Charges for Orthopedic Appliances, artificial limbs, eyes or larynx or other Prosthetic Appliances.

26. Charges for the Durable Medical Equipment, Orthopedic Appliances, or Prosthetic Appliances as follows:

    A. Rental of, up to the purchase price of, a wheelchair, Hospital bed, respirator or other Durable Medical Equipment required for therapeutic use, or the purchase of this equipment if economically justified, whichever is less. For Durable Medical Equipment for which purchase is not medically feasible, rental charges will be paid without limitation based upon purchase price.

[13] Item #15 (Medical Benefits) replaced by Amendment #4 effective 7/1/2013

B. Purchase of Orthopedic Appliances or Prosthetic Appliances including, but not limited to, artificial limbs, eyes, larynx.

C. Replacement or repair of Durable Medical Equipment, Orthopedic Appliances, Prosthetic Appliances.

27.[14] Charges for vasectomy for Participants and Dependent spouses only.

28. Reasonable charges for producing medical records only if incurred for the purpose of utilization review, audits or investigating a claim for benefits if requested and approved by the Plan. Charges that exceed limits for such charges imposed by applicable law will not be deemed to be reasonable.

29.[15] Charges for Contraceptive Management, regardless of Medical Necessity. "Contraceptive Management" means Physician fees related to a prescription contraceptive device, obtaining a prescription for contraceptives, purchasing, fitting, injecting, implantation or placement of any contraceptive device. Charges for removal of contraceptive devices are covered only as a recommended preventive service under the Preventive Care benefit.

30. Charges for the following Mental Illness services:

A. Physician or Licensed Health Care Provider charges for diagnosis and Medically Necessary Psychiatric Care and treatment.

B. Well-established medically accepted diagnostic testing generally accepted by Physicians in the United States.

C. In-patient and partial hospitalization, for Medically Necessary treatment, for the same services as are covered for hospitalization for physical Illness or Injury by this Plan.

D. Medically Necessary treatment at a Psychiatric Facility.

31. Charges for the following Alcoholism and/or Chemical Dependency services:

A. Physician or Licensed Health Care Provider charges for diagnosis and Medically Necessary treatment including, but not limited to, group therapy.

B. Well-established medically accepted diagnostic testing generally accepted by Physicians in the United States.

C. In-patient and partial hospitalization, for Medically Necessary treatment, for the same services as are covered for hospitalization for physical Illness or Injury by this Plan.

D. Charges for Medically Necessary treatment, including aftercare, at an Alcoholism and/or Chemical Dependency Treatment Facility.

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[14] Item #27 (Medical Benefits) replaced by Amendment #4 effective 7/1/2013

[15] Item #29 (Medical Benefits) replaced by Amendment #4 effective 7/1/2013

32.[16] Charges for "Routine Patient Costs" for a Phase I "Approved Clinical Trial" for "Qualified Individuals".

"Routine Patient Costs" include, but are limited to, Medically Necessary services which a Covered Person with the identical diagnosis and current condition would receive even in the absence of participating in an Approved Clinical Trial.

"Routine Patient Costs" do not include any investigational item, device, or service that is part of the Approved Clinical Trial; an item or service provided solely to satisfy data collection and analysis needs for the trial if the item or service is not used in the direct clinical management of the patient; a service that is clearly inconsistent with widely accepted and established standards of care for the individual's diagnosis; or an item or service customarily provided and paid for by the sponsor of an Approved Clinical Trial.

"Approved Clinical Trial" means a Phase I clinical trial that is conducted in relation to the prevention, detection, or treatment of an acutely life-threatening disease state and is not designed exclusively to test toxicity or disease pathophysiology. The Approved Clinical Trial must be:

A. Conducted under an investigational new drug application reviewed by the United States Food and Drug Administration;

B. Exempt from obtaining an investigational new drug application; or

C. Approved or funded by:

1) The National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, Centers for Medicare and Medicaid Services, or a cooperative group or center of any of the entities described above;
2) A cooperative group or center of the United States Department of Defense or the United States Department of Veterans Affairs;
3) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support groups; or
4) The United States Departments of Veterans Affairs, Defense, or Energy if the study or investigation has been reviewed and approved through a system of peer review determined by the United States Secretary of Health and Human Services to:

a) Be comparable to the system of peer review of studies and investigations used by the national institutes of health; and
b) Provide unbiased scientific review by individuals who have no interest in the outcome of the review.

A "Qualified Individual" is a Covered Person who is eligible to participate in an Approved Clinical Trial according to the trial protocol with respect to the treatment of an acutely life-threatening disease state and either (i) the referring health care professional is a participating health care provider and has concluded that the individual's participation in such trial would be appropriate, or (ii) the Covered Person provides medical and scientific information establishing that the individual's participation in such trial would be appropriate.

[16] Item #32 "Routine Patient Costs" (Medical Benefits), as amended, replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

HOME HEALTH CARE BENEFIT

Charges made by a Home Health Care Agency for care in accordance with a Home Health Care Plan are payable as specifically stated in the Schedule of Benefits. Coverage under this benefit includes the following services:

1. Part-time or intermittent nursing care by a Registered Nurse (R.N.) or by a Licensed Practical Nurse (L.P.N.), a vocational nurse, or public health nurse who is under the direct supervision of a Registered Nurse;

2. Home health aides;

3. Medical supplies, drugs and medicines prescribed by a Physician, and laboratory services provided by or on behalf of a Hospital.

"Home Health Care Agency" means an organization that provides skilled nursing services and therapeutic services (home health aide services, physical therapy, occupational therapy, speech therapy, medical social services) on a visiting basis, in a place of residence used as the Covered Person's home. The organization must be Medicare certified and licensed within the state in which home health care services are provided.

"Home Health Care Plan" means a program for continued care and treatment administered by a Medicare certified and licensed Home Health Care Agency, for the Covered Person who may otherwise have been confined as an Inpatient in a Hospital or Skilled Nursing Facility or following termination of a Hospital confinement as an Inpatient and is the result of the same related condition for which the Covered Person was hospitalized and is approved in writing by the Covered Person's attending Physician.

Home Health Care specifically excludes the following:

1. Services and supplies not included in the approved Home Health Care Plan.

2. Services of a person who ordinarily resides in the home of the Covered Person, or who is a Close Relative of the Covered Person who does not regularly charge the Covered Person for services.

3. Services of any social worker.

4. Transportation services.

5. Housekeeping services.

6. Custodial Care.

PREVENTIVE CARE[17]

"Preventive Care" means routine treatment or examination provided when there is no objective indication or outward manifestation of impairment of normal health or normal bodily function, which is not provided as a result of any Injury or Illness.

Coverage under this benefit includes the following routine services, subject to the following limitations:

1. Routine Wellness care for children and adults for the following:

   A. Routine physical examinations by a Physician or Licensed Health Care Provider, which will include a medical history, physical examination, developmental assessment, and anticipatory guidance as directed by a Physician or Licensed Health Care Provider and associated routine testing provided or ordered at the time of the examination; and

   B. Routine immunizations according to the schedule of immunizations which is recommended by the Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Director of the Centers for Disease Control and Prevention.

2. Prostate Specific Antigen (PSA) test for men.

3. Recommended preventive services as set forth in the recommendations of the United States Preventive Services Task Force (Grade A and B rating), the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, and the guidelines supported by the Health Resources and Services Administration. The complete list of recommendations and guidelines can be viewed at: http://www.hhs.gov/healthcare/prevention/index.html.

4. Office visit charges only if the primary purpose of the office visit is to obtain a recommended Preventive Care service identified above.

5. Women's Preventive Care for the following:

   A. Well-women annual visits for women 18 years of age and older to obtain the recommended preventive services that are age and developmentally appropriate, including preconception and prenatal care, and additional visits as medically appropriate.

   B. Screening for gestational diabetes for pregnant women between 24 and 28 weeks of gestation and at the first prenatal visit for pregnant women identified to be at high risk for diabetes.

   C. Human papillomavirus (HPV) DNA testing beginning at thirty (30) years of age, limited to once every three (3) years.

   D. Annual counseling on sexually transmitted infections (STI's) and human immune-deficiency virus (HIV) screening for all sexually active women.

   E. All Food and Drug Administration approved prescription contraceptives and female over-the-counter contraceptives when prescribed by a Physician or Licensed Health Care Provider, sterilization procedures, and patient education and counseling for all women with reproductive capacity. This does not include abortifacient drugs. Self-administered contraceptives are available only through the Pharmacy Benefit as outlined in the Pharmacy Benefit section of this Plan.

[17] "Preventive Care (Medical Benefits) replaced by Amendment #4 effective 7/1/2013

F. Breast feeding support, supplies, and counseling, including comprehensive lactation support and counseling by a trained provider during pregnancy and/or in the postpartum period, and costs for breast feeding equipment and related supplies.

G. Annual screening and counseling for interpersonal and domestic violence.

Expenses payable under this Preventive Care benefit will not be subject to the Medical Necessity provisions of this Plan. Charges for Preventive Care that involve excessive, unnecessary or duplicate tests are specifically excluded.

Charges for treatment of an active Illness or Injury are subject to the plan provisions, limitations and exclusions and are not eligible in any manner under Preventive Care.

RECONSTRUCTIVE BREAST SURGERY/NON-SURGICAL AFTER CARE BENEFIT

Coverage includes charges for reconstructive breast surgery subsequent to any Medically Necessary mastectomy. Eligible Expenses are limited to charges for the following:

1. Reconstruction of the breast(s) upon which the mastectomy was performed, including implants;

2. Surgical procedures and reconstruction of the non-affected breast to produce a symmetrical appearance, including implants;

3. Non-surgical treatment of lymphedemas and other physical complications of mastectomy, including non-surgical prostheses and implants for producing symmetry.

Specifically excluded from this benefit are expenses for the following:

1. Solely Cosmetic procedures unrelated to producing a symmetrical appearance;

2. Breast augmentation procedures unrelated to producing a symmetrical appearance;

3. Implants for the non-affected breast unrelated to producing a symmetrical appearance;

4. Non-surgical prostheses or any other procedure unrelated to producing a symmetrical appearance.

SURGICAL IMPLANT AND/OR DEVICES AND RELATED SUPPLIES

Charges for surgical implants and/or devices and related supplies are payable as specifically outlined in the Schedule of Benefits, subject to all terms and conditions of this Plan. Coverage under this benefit includes charges for implants, devices and related supplies, including fastenings, screws and all other hardware related to the device or implant.

Pre-treatment Review by the Plan is strongly recommended for all implantable procedures. If you choose not to obtain Pre-treatment Review, the charge could be denied if the service, treatment or supply is not found to be medically necessary when the claim is submitted.

TRANSPLANT SERVICES

Charges in connection with non-Experimental or non-Investigational organ or tissue transplant procedures, subject to the following conditions:

1. A second opinion is recommended prior to undergoing any transplant procedure. This second opinion should concur with the attending Physician's findings regarding the Medical Necessity of such procedure. The Physician rendering this second opinion must be qualified to render such a service either through experience, specialist training or education, or such similar criteria, and must not be affiliated in any way with the Physician who will be performing the actual surgery.

2. If the donor is covered under this Plan, expenses Incurred by the donor will be considered for benefits to the extent that such expenses are not payable by the recipient's plan.

3. If the recipient is covered under this Plan, expenses Incurred by the recipient will be considered for benefits. Expenses Incurred by the donor, who is not ordinarily covered under this Plan according to eligibility requirements, will be considered Eligible Expenses to the extent that such expenses are not payable by the donor's plan. In no event will benefits be payable in excess of the applicable benefit limits still available to the recipient.

4. If both the donor and the recipient are covered under this Plan, Expenses Incurred by each person will be treated separately for each person.

5. The cost of securing an organ from a cadaver or tissue bank, including the surgeon's charge for removal of the organ and a Hospital's charge for storage or transportation of the organ, will be considered an Eligible Expense.

Coverage is provided for transplant recipients and family members for the cost of travel and lodging. This benefit applies to all associated transportation, lodging and meal expenses incurred by the transplant recipient and companion(s). Eligible expenses are as follows:

1. Transportation for the patient and a companion traveling on the same day(s) to and/or from the site of the transplant for the evaluation, transplant procedure, or necessary post-discharge follow-up.

2. Expenses for lodging and meals for the patient (while not hospitalized) and companion. If the patient is a dependent child, the transportation expenses of two companions will be covered.

3. Travel and lodging expenses, but only if the transplant recipient resides more than fifty (50) miles form the designated transplant facility.

Coverage for Transplant Services is not provided at a facility other than a Transplant Network Facility*.

*A Transplant Network Facility is a network of transplant centers to provide transplant services according to the terms of this Plan. Institutions that participate in a Transplant Network must meet established criteria for quality and agree to a negotiated, all-inclusive rate for a package of transplant services that includes professional, facility and ancillary services, and/or a pre-determined length of time.[18]

[18] "Vision Benefit (Medical Benefits) deleted by Amendment #5 effective 7/1/2015

NEW YORK STATE EXPENSES

Coverage for charges incurred in New York are limited to only those emergency medical procedures necessary to treat and stabilize an eligible injury or illness and then only to the extent that the same are necessary in order for the Covered Person to be transported, at the earliest medically appropriate time, to a Hospital or other appropriate treatment facility at a location outside the State of New York. The Plan will not pay any surcharge or tax of any nature imposed by the State of New York upon services, treatments or supplies to the extent that the surcharge or tax exceeds 9.63% of the total claim for such medical services, treatments or supplies.

No coverage, including payment of any surcharge or tax will be provided for non-emergency services, treatments or supplies incurred, received or utilized in the State of New York, unless such services, treatments or supplies are medically necessary, available nowhere else in the United States, non-experimental and otherwise eligible for coverage under the terms of this Plan in all respects and then coverage, including the payment of all or part of the surcharge or tax will only be provided upon prior approval of the Plan Administrator.

VOLUNTARY SECOND AND THIRD SURGICAL OPINION BENEFIT

Eligible Expenses Incurred under this benefit are not subject to any Deductible. Charges are payable at 100% of the Eligible Expense up to the maximum benefit stated in the Schedule of Benefits. The claim must indicate that charges are for a Second or Third Surgical Opinion. Claims that do not indicate Second or Third Surgical Opinion will be considered under the Medical Benefits Section of the Plan, subject to all Plan conditions, exclusions, and limitations.

Charges are covered as follows:

1. Fees of a legally qualified Physician for a second opinion consultation if non-emergency, elective surgery is recommended by the Covered Person's attending Physician. The Physician rendering the second opinion regarding the Medical Necessity of such surgery must be qualified to render such a service, either through experience, specialist training or education, or similar criteria, and must not be affiliated in any way with the Physician who will be performing the actual surgery.

2. Fees of a legally qualified Physician for a third consultation, if the second opinion obtained does not concur with the first Physician's recommendation. This third Physician must be qualified to render such opinion, and must not be affiliated in any way with the consulting Physician, or with the Physician who will be performing the actual surgery.

ACCIDENTAL INJURY BENEFIT

(Expenses not eligible under this benefit may be considered under the Medical Benefits of this Plan)

Eligible Expenses Incurred under this benefit are not subject to the Deductible. Charges in connection with an Accidental Injury are payable at 100% of the Eligible Expense up to the maximum benefit stated in the Schedule of Benefits. Any portion of the charges exceeding the maximum benefit will be considered under the Medical Benefits Section of the Plan, subject to all Plan conditions, exclusions and limitations. An Accidental Injury must be sustained subsequent to the Covered Person's effective date of coverage. Services and supplies must be ordered by a doctor and furnished within a ninety-day period beginning with the date the Covered Person sustained those injuries.

Charges for the following are covered under this benefit when furnished for medical care to the Covered Person for Accidental Injuries including, but not limited to:

1. Services and supplies, including Room and Board, furnished by a Hospital for medical care in that Hospital.

2. Doctors' services for surgical procedures and other medical care.

3. Surgical dressings.

4. X-ray and laboratory examinations.

5. Private duty professional nursing services by a Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.).

6. Casts, splints, trusses, braces and crutches.

7. Ambulance service for local travel to the nearest facility capable of treating the Injury.

HOSPITAL ADMISSION CERTIFICATION

The Plan strongly recommends, but does not require, for inpatient hospital admissions that the Covered Person pre-certify the inpatient stay or notify the Plan of an emergency admission.

Pre-certification, Plan notification and case management are designed to:

1. Provide information regarding coverage before you receive treatment, services, or supplies;

2. Provide information about benefits regarding proposed procedures or alternate treatment plans;

3. Assist in determining out-of-pocket expenses and identify possible ways to reduce them;

4. Help avoid reductions in benefits which may occur if the services are not medically necessary or the setting is not appropriate; and

5. If appropriate, assign a care manager to work with you and your providers to design a treatment plan.

A benefit determination on a claim will be rendered only after the claim has been submitted to adjudicate whether it is eligible for coverage under the terms and conditions of the Plan. If it is determined not to be eligible, the Covered Person will be responsible to pay for all charges that are determined to be ineligible. Therefore, although not required, pre-certification and plan notification of emergency admissions is strongly recommended to obtain coverage information prior to incurring the charges.

PRE-ADMISSION CERTIFICATION REVIEW

The Plan recommends that prior to admission for any non-emergency illness or injury, and within seventy-two (72) hours after admission for any emergency Illness or Injury, the Covered Person or the Covered Person's attending physician call the designated utilization management company, retained by the Plan Sponsor in connection with this Plan, for a pre-admission certification review.

To pre-certify, call the utilization management company at (800) 342-6510 for pre-admission certification review.

Most certifications occur over the phone. Once a final decision is made regarding the request for certification, a written notice of benefit determination will be sent to the physician, to the Covered Person, to the Plan Supervisor and to the hospital.

NOTE: PRE-CERTIFICATION OF BENEFITS IS NOT A GUARANTEE OF PAYMENT OF THE CLAIM(S). ELIGIBILITY FOR CLAIM PAYMENTS IS DETERMINED AT THE TIME CLAIMS ARE ADJUDICATED SINCE THE AMOUNT OF BENEFIT COVERAGE, IF ANY, IS SUBJECT TO ALL PLAN PROVISIONS INCLUDING, BUT NOT LIMITED TO, MEDICAL NECESSITY, PATIENT ELIGIBILITY, DEDUCTIBLES, CO-PAYMENTS AND ANY PLAN LIMITATIONS OR MAXIMUMS IN EFFECT WHEN THE SERVICES ARE PROVIDED. PROVIDERS AND COVERED PERSONS ARE INFORMED AT THE TIME CLAIMS ARE PRE-CERTIFIED THAT PRE-CERTIFICATION OF A COURSE OF TREATMENT BY THE PLAN DOES NOT GUARANTEE PAYMENT OF CLAIMS FOR THE SAME.

CONTINUED STAY CERTIFICATION

Charges for inpatient hospital services for days in excess of any days previously certified by the utilization management company are subject to all terms, conditions and exclusions of the Plan, and should be certified by the Plan’s utilization management company.

Certification for additional days should be obtained in the same manner as the pre-admission certification.

EMERGENCY NOTIFICATION/CERTIFICATION

The Covered Person, or his or her representative, should notify the utilization management company for the Plan regarding any Emergency Hospital Admission within seventy-two (72) hours immediately following admission.

To notify the Plan of an emergency admission, call the utilization management company at (800) 342-6510 for emergency admission certification.

PRE-TREATMENT REVIEW

Pre-treatment Review is the process of verifying the eligibility of services to determine if reimbursement is available under Plan Provisions. Although benefits may not be available under this Plan, Pre-treatment Review is strongly recommended before incurring expenses for any inpatient or outpatient service, medication, supply or ongoing treatment for:

1. Surgeries:

   A. Spinal fusions or any other back surgery involving implantable devices;
   B. Reduction Mammoplasty;
   C. Varicose vein ligation and stripping;
   D. Blepharoplasty;
   E. Uvulapalato-pharyngoplasty (UPPP).

2. Organ or Tissue Transplants.

3. Infertility.

4. Medical Equipment for costs exceeding $5,000.

5. Outpatient dialysis.

6. Infusion services.

7. Obesity treatment.

8. Bariatric Surgery benefits.

9. Cancer treatments.

10. Commercial or Private Automobile Transportation.

11. Outpatient Rehabilitative Care (Benefits in excess of $2,000 per Benefit Period).

12. Surgery that could be considered cosmetic under some circumstances.

13. Any procedure or service that could possibly be considered Experimental or Investigational.

14. Surgical treatment of TMJ.

15. Home Health Care services.

16. Residential Treatment Facility.

17. Preventive/Prophylactic Mastectomy/Oopherectomy.

To obtain Pre-treatment Review from the Plan, submit the following to the Plan Supervisor at P.O. Box 3018, Missoula, MT 59806-3018:

1. A complete description of the procedure(s) or treatment(s) for which review is requested;

2. A complete diagnosis and all medical records regarding the condition that supports the requested procedure(s) or treatment(s) including, but not limited to, informed consent form(s), all lab and/or x-rays, or diagnostic studies;

3. An itemized statement of the cost of such procedure(s) or treatment(s) with corresponding CPT or HCPCS codes;

4. The attending Physician's prescription, if applicable;

5. A Physician's referral letter, if applicable;

6. A letter of Medical Necessity;

7. A written treatment plan; and

8. Any other information deemed necessary to evaluate the request for Pre-treatment Review.

Upon receipt of all required information, the Plan will provide a written response to the written request for Pre-treatment Review of services.

THE BENEFITS QUOTED ARE NOT A GUARANTEE OF PAYMENT. FINAL DETERMINATION AS TO BENEFITS PAID WILL BE MADE AT THE TIME THE CLAIM IS SUBMITTED FOR PAYMENT WITH REVIEW OF NECESSARY MEDICAL RECORDS AND OTHER INFORMATION.

[19]

[19] "Pre-Existing Condition Exclusions" section removed by PPACA 2014 Compliance and Plan Changes Amd eff 7/1/2014

MEDICAL BENEFIT EXCLUSIONS

The General Plan Exclusions and Limitations of the Plan apply to Medical Benefits in addition to the following Medical Benefit Exclusions:

1. Charges for routine medical examinations, routine health check-ups or preventive immunizations not necessary for the treatment of an Injury or Illness, except as specifically listed as a Covered Benefit.

2. Charges in connection with the care or treatment of, surgery performed for, or as the result of, a Cosmetic procedure. **This exclusion will not apply when such treatment is rendered to correct a condition resulting from an Accidental Injury or an Illness, or when rendered to correct a congenital anomaly for a Covered Dependent child.**

3. Charges for services, supplies or treatments or procedures, surgical or otherwise, not recognized as generally accepted and Medically Necessary for the diagnosis and/or treatment of an active Illness or Injury, or which are Experimental or Investigational, except as specifically stated as a Covered Benefit of this Plan.

4. Charges for elective abortions.

5. Charges for hospitalization when such confinement occurs primarily for physiotherapy, hydrotherapy, convalescent or rest care, or any routine physical examinations, tests or treatments not connected with the actual Illness or Injury.

6. Charges for Physicians' fees for any treatment which is not rendered by or in the physical presence of a Physician.

7. Charges for Licensed Health Care Providers' fees for any treatment which is not rendered by or in the physical presence of a Licensed Health Care Provider.

8. Special duty nursing services are excluded:

   A. Which would ordinarily be provided by the Hospital staff or its Intensive Care Unit (the Hospital benefit of the Plan pays for general nursing services by Hospital staff); or

   B. When private duty nurse is employed solely for the convenience of the patient or the patient's Family or for services which would consist primarily of bathing, feeding, exercising, homemaking, moving the patient, giving medication or acting as a companion, sitter or when otherwise deemed not Medically Necessary as requiring skilled nursing care.

9.[20] Charges in connection with eye refractions, the purchase or fitting of eyeglasses, contact lenses, hearing aids, or such similar aid devices, except as specifically covered. **This exclusion will not apply to the initial purchase of eyeglasses or contact lenses following cataract surgery, nor does it apply to the initial purchase of a hearing aid if the loss of hearing is a result of a surgical procedure performed while coverage is in effect.**

10. Charges for dental treatment on or to the teeth, the nerves or roots of the teeth, gingival tissue or alveolar processes; however, benefits will be payable for treatment required because of accidental bodily Injury to natural teeth. Such expenses must be Incurred within six (6) months of the date of accident. This exception will not in any event be deemed to include charges for treatment for the repair or replacement of a denture.

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[20] Item #9 (Medical Benefit Exclusions) replaced by PPACA 2014 Compliance and Plan Changes Amd eff 7/1/2014

11. Charges related to or in connection with fertility studies, sterility studies, procedures to restore or enhance fertility, artificial insemination, or in-vitro fertilization, or any other assisted reproductive technique.

12. Charges for marital counseling, recreational counseling or milieu therapy.

13. Charges resulting from or in connection with the reversal of a sterilization procedure.

14.[21] Charges in connection with services or supplies provided for the treatment of obesity and weight reduction, including bariatric surgery or any other related bariatric procedure, except as specifically covered under the Weight Loss One2One Program through The Summit Medical Fitness Center.

15. Charges for chiropractic treatment which are not related to an actual Illness or Injury or which exceed the maximum benefit as stated in the Schedule of Benefits.

16. Charges for naturopathy, holistic medical procedures or rolfing.

17. Hair transplant procedures, wigs and artificial hairpieces, or drugs which are prescribed to promote hair growth.

18. Charges for any services, care or treatment for sexual dysfunction, trans-sexualism, gender dysphoria or sexual reassignment including related drugs, medications, surgery, medical or Psychiatric Care or treatment.

19. Charges for any surgical, medical or Hospital services and/or supplies rendered in connection with radial keratotomy, LASIK or any other procedure designed to correct farsightedness, nearsightedness or astigmatism.

20. Charges related to Custodial Care.

21. Charges for artificial organ implant procedures.

22.[22] Charges for non-prescription supplies or devices, except as covered under the Preventive Care Benefit.

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[21] Item #14 (Medical Benefit Exclusions) replaced by PPACA 2014 Compliance and Plan Changes Amd eff 7/1/2014

[22] Item #22 (Medical Benefit Exclusions) replaced by Amendment #4 effective 7/1/2013

DENTAL BENEFIT DETERMINATION REQUIREMENTS

ELIGIBLE SERVICES, TREATMENTS AND SUPPLIES

Services, treatments or supplies are eligible if they meet all of the following requirements:

1. They are administered, ordered or provided by a Dentist, Denturist, Dental Hygienist or other Licensed Health Care Provider covered by the Plan; and

2. They are Dentally Necessary for the diagnosis and treatment of a dental condition or dental disease unless otherwise specifically included as a benefit; and

3. Charges for such services, treatments and supplies do not exceed the Eligible Expense of the Plan. If two or more procedures are separately suitable for the correction of a specific condition, the Eligible Expense will be based upon the least expensive procedure; and

4. They are not excluded under any provision or section of this Plan.

DEDUCTIBLE AND BENEFIT PERCENTAGE

The Deductible applies to Expenses Incurred during each Benefit Period, unless specifically waived, but it applies only once for each Covered Person within a Benefit Period. Also, if members of a Family have satisfied individual Deductible amounts that collectively equal the Deductible per Family, as stated in the Schedule of Dental Benefits, during the same Benefit Period, no further Deductible will apply to any member of that Family during that Benefit Period. **An individual Covered Person cannot receive credit toward the Family Deductible for more than the Individual Annual Deductible as stated in the Schedule of Dental Benefits.**

The Benefit Percentage is stated in the Schedule of Dental Benefits. The Plan will pay the Benefit Percentage of the Eligible Expense indicated.

MAXIMUM BENEFIT PAYABLE

The Maximum Benefit per Benefit Period as specified in the Schedule of Dental Benefits is the maximum amount that may be paid by the Plan for Expenses Incurred by each individual Covered Person in each Benefit Period as indicated in the Schedule of Dental Benefits.

EXPENSES INCURRED

For a dental appliance, or modification of a dental appliance, an expense is considered Incurred at the time the impression is made. For root canal therapy an expense is considered Incurred at the time the pulp chamber is opened. All other expenses are considered Incurred at the time a service is rendered or a supply furnished.

DENTAL BENEFITS

TYPE A (PREVENTIVE CARE) EXPENSES

The following general dental expenses will be considered “Type A” for reimbursement purposes as stated in the Schedule of Dental Benefits:

1. Oral Examination (including prophylaxis--scaling and cleaning of teeth), but not more than twice in any Benefit Period.

2. Topical application of sodium fluoride or stannous fluoride for dependent children under nineteen (19) years of age. Benefits for topical application of sodium fluoride or stannous fluoride will be provided only once every Benefit Period.

3. Dental x-rays required in connection with the diagnosis of a specific condition requiring treatment; also other dental x-rays, but not more than one full mouth x-ray or series in any three Benefit Periods and not more than two sets of supplementary bitewing x-rays in any Benefit Period.

4. Sealants for Dependents under age sixteen (16) but not more than one sealant per tooth in a lifetime.

5. Emergency palliative care to relieve dental pain.

TYPE B (BASIC CARE) EXPENSES

The following general dental expenses will be considered “Type B” for reimbursement purposes as stated in the Schedule of Dental Benefits:

1. Space maintainers.

2. Extractions, except for orthodontic extractions.

3. Oral surgery.

4. Fillings.

5. Nitrous Oxide when administered in connection with covered dental services.

6. General anesthesia or conscious intravenous “IV” sedation when Medically Necessary and administered in connection with oral surgery or other Covered Dental Benefits.

7. Treatment, including periodontal surgery of diseased periodontal structures for periodontal and other diseases affecting such structures.

8. Endodontic treatment, including root canal therapy.

9. Injection of antibiotic drugs.

10. Prophylaxis for periodontal treatment.

TYPE C (MAJOR RESTORATIVE) EXPENSES

The following general dental expenses will be considered “Type C” for reimbursement purposes:

1. Gold fillings, inlays, onlays or crowns (including precision attachments for dentures).

2. Initial installation of fixed bridgework (including crowns and inlays to form abutments) to replace one or more natural teeth extracted.

3. Replacement of an existing partial denture or fixed bridgework by a new fixed bridgework, or the addition of teeth to an existing fixed bridgework. However, this item will apply only to replacements and additions that meet the “Prosthesis Replacement Rule” below.

4. Initial installation of partial or full removable dentures (including adjustments for the six (6) month period following installation) to replace one or more natural teeth extracted.

5. Replacement of an existing partial or full removable denture or fixed bridgework by a new partial or full removable denture, or the addition of teeth to an existing partial denture. However, this item applies only to replacements and additions that meet the “Prosthesis Replacement Rule” below.

PROSTHESIS REPLACEMENT RULE

Replacement of or additions to existing dentures or bridgework as described under Type B and Type C Expenses will be covered only if evidence satisfactory to the Plan Supervisor is furnished that one of the following applies:

1. The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed.

2. The existing denture or bridgework cannot be made serviceable and was installed at least five (5) years prior to its replacement.

3. The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture is required and takes place within twelve (12) months from the date of initial installation of the immediate temporary denture.

DENTAL BENEFIT EXCLUSIONS

The General Plan Exclusions and Limitations of the Plan apply to Dental Benefits in addition to the following Dental Benefit Exclusions:

1. Charges for dental services or supplies included as covered expenses under any other insurance plan or any plan of group benefits carried or sponsored by a Participant's employer, to the extent that the expenses have been paid by another applicable portion of this Plan or any other insurance or employee benefit plan.

2. Charges for treatment which is not rendered by or in the presence of a Dentist or other Licensed Health Care Provider covered by the Plan except that cleaning or scaling of teeth and topical application of fluoride may be performed by a licensed Dental Hygienist, if the treatment is rendered under the supervision or the direction of the Dentist.

3. Charges for facility, Ambulatory Surgery Center and Hospital charges.

4. Charges for local anesthesia administered in conjunction with covered dental services or procedures, when billed separately (unbundled) from the charge for the Covered Service or procedure.

5. Charges for any services or supplies which are for Orthodontic Treatment.

6. Charges for root canal therapy for which the pulp chamber was opened before the individual became a Covered Person.

7. Charges for oral hygiene and dietary instructions.

8. Charges for dental implants.

9. Charges for extracoronal and other periodontal splinting.

10. Charges for any services, supplies or appliances which are not specifically listed as a benefit of this Plan.

11. Broken or missed appointments.

12. Charges for infection control (OSHA) fees or claim filing.

13. Charges for non-dental services such as training, education, instructions or educational materials, even if they are performed or provided by a dental service provider.

14. Hypnosis, prescribed drugs, premedications or any euphoric drugs, with the exception of nitrous oxide.

15. Biopsies or oral pathology, except as specifically provided for under Covered Dental Services.

GENERAL PLAN EXCLUSIONS AND LIMITATIONS

The following general exclusions and limitations apply to all Expenses Incurred under this Plan:

1. Charges for services rendered or started, or supplies furnished prior to the effective date of coverage under the Plan, or after coverage is terminated under the Plan, except as specifically provided for in the Plan provisions.

2. Charges which are caused by or arising out of war or act of war, (whether declared or undeclared), civil unrest, armed invasion or aggression, or caused during service in the armed forces of any country.

3. Charges to the extent that the Covered Person could have obtained payment, in whole or in part, if he or she had applied for coverage or obtained treatment under any federal, state or other governmental program or in a treatment facility operated by a government agency, except where required by law, such as for cases of medical emergencies or for coverage provided by Medicaid.

4. Charges by the Covered Person for all services and supplies resulting from any Illness or Injury which occurs in the course of employment for wage or profit, or in the course of any volunteer work when the organization, for whom the Covered Person is volunteering, has elected or is required by law to obtain coverage for such volunteer work under state or federal workers' compensation laws or other legislation, including Employees' compensation or liability laws of the United States (collectively called "Workers' Compensation"). This exclusion applies to all such services and supplies resulting from a work-related Illness or Injury even though:

   A. Coverage for the Covered Person under Workers' Compensation provides benefits for only a portion of the services Incurred;

   B. The Covered Person's employer/volunteer organization has failed to obtain such coverage required by law;

   C. The Covered Person waived his/her rights to such coverage or benefits;

   D. The Covered Person fails to file a claim within the filing period allowed by law for such benefits;

   E. The Covered Person fails to comply with any other provision of the law to obtain such coverage or benefits; or

   F. The Covered Person is permitted to elect not to be covered by Workers' Compensation but failed to properly make such election effective.

   G. The Covered Person is permitted to elect not to be covered by Workers' Compensation and has affirmatively made that election.

   This exclusion will not apply to household and domestic employment, employment not in the usual course of the trade, business, profession or occupation of the Covered Person or Employee, or employment of a Dependent member of an Employee's family for whom an exemption may be claimed by the Employee under the Internal Revenue Code.

5. Charges for which the Covered Person is not, in the absence of this coverage, legally obligated to pay, or for which a charge would not ordinarily be made in the absence of this coverage.

6. Charges for non-prescription vitamins or nutritional supplements, except as covered under the Preventive Care Benefit.

7. Charges for services or supplies used primarily for cosmetic, personal comfort, convenience, beautification items, television or telephone use that are not related to treatment of a medical condition.

8. Charges for non-medical expenses such as training, education, instructions or educational materials, even if they are performed, provided or prescribed by a Physician.

9. Expenses Incurred by persons other than the person receiving treatment.

10. Charges in connection with services and supplies which are in excess of Eligible Expense.

11. Charges for services rendered by a Physician or Licensed Health Care Provider who is a Close Relative of the Covered Person, or resides in the same household of the Covered Person and who does not regularly charge the Covered Person for services.

12. Charges that are incurred outside of the United States if the Covered Person traveled to such a location for the purpose of obtaining treatment, services, drugs, or supplies.

13. Charges for professional services on an Outpatient basis in connection with disorders of any type or cause, that can be credited towards earning a degree or furtherance of the education or training of a Covered Person regardless of the diagnosis.

14. Charges for services, treatment or supplies not considered legal in the United States.

15. Travel Expenses Incurred by any person for any reason, except as is specifically listed as a Covered Benefit of this Plan.

16.[23] Charges for services, treatments or supplies that may be useful to persons in the absence of Illness or Injury such as air conditioners, purifiers, humidifiers, special furniture, bicycles, whirlpools, dehumidifiers, exercise equipment, health club memberships, etc., whether or not they have been prescribed or recommended by a Physician. **This exclusion does not apply to charges billed by The Summit Medical Fitness Center for the Journey to Wellness Program for Covered Persons who are eligible to participate in this Program.**

17. Charges in connection with any operation or treatment for temporomandibular joint dysfunction or any related diagnosis or treatment of any nature including, but not limited to, correction of the position of the jaws in relation to each other (orthognathic surgery), realignment of the teeth or jaws, surgery for atrophy of the lower jaw, occlusion, maxillofacial surgery, or retrognathia. This includes expenses incurred for any appliance or prosthetic device used to replace tooth structure lost as a result of abrasion or attrition.

18. Charges for preparation of reports or itemized bills in connection with Eligible Expenses, unless specifically requested and approved by the Plan.

19. Charges for services or supplies that are not specifically listed as a Covered Benefit of this Plan.

20. Charges for any services or supplies to the extent that benefits are otherwise provided under this Plan, or under any other plan of group benefits that the Participant's Employer contributes to or sponsors.

21. Charges for incidental supplies or common first-aid supplies such as, but not limited to, adhesive tape, bandages, antiseptics, analgesics, etc., except as specifically listed as a Covered Benefit.

22. Charges for dental braces or corrective shoes.

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[23] Item 16 (General Plan Exclusions and Limitations) replaced by Amendment #2 effective 7/1/2012

23. Charges in connection with treatment, services or supplies provided for complications resulting from treatment, services or supplies that are excluded from the plan.

24. Charges for treatment, services or supplies not actually rendered to or received and used by the Covered Person.

25. Charges for any services, treatments or supplies Incurred in the State of New York, except for those specifically set out as an Eligible Expense of this Plan. The Plan will not pay any surcharge or tax of any nature imposed by the State of New York upon services, treatments or supplies.

COORDINATION OF BENEFITS

The Coordination of Benefits provision is intended to prevent the payment of benefits which exceed the Allowable Expense. It applies when the Participant or Dependent who is covered by this Plan is or may also be covered by any other plan or plans. When more than one coverage exists, one plan normally pays its benefits in full and the other plans pay a reduced benefit. This Plan will always pay either its benefits in full or a reduced amount which, when added to the benefits payable by the other plan or plans, will not exceed 100% of Allowable Expenses. Only the amount paid by this Plan will be charged against the Plan maximums.

In the event of a motor vehicle or premises accident, this Plan is not the primary coverage including, but not limited to, auto medical, no fault or homeowners, liability insurance and medical payment insurance.

The Coordination of Benefits provision applies whether or not a claim is filed under the other plan or plans. If needed, authorization is hereby given this Plan to obtain information as to benefits or services available from the other plan or plans, or to recover overpayments.

All benefits contained in the Plan Document are subject to this provision.

DEFINITIONS

"Allowable Expense" as used herein means:

1. If the claim as applied to the primary plan is subject to a contracted or negotiated rate, Allowable Expense will be equal to that contracted or negotiated amount.

2. If the claim as applied to the primary plan is not subject to a contracted or negotiated rate, but the claim as applied to the secondary plan is subject to a contracted or negotiated rate, the Allowable Expense will be equal to that contracted or negotiated amount of the secondary plan.

3. If the claim as applied to the primary plan and the secondary plan is not subject to a contracted or negotiated rate, then the Allowable Expense will be equal to the secondary plan's chosen limits for non-contracted providers.

"Plan" as used herein means any Plan providing benefits or services for or by reason of medical, dental or vision treatment, and such benefits or services are provided by:

1. Group insurance or any other arrangement for coverage for Covered Persons in a group whether on an insured or uninsured basis including, but not limited to:

    A. Hospital indemnity benefits; and

    B. Hospital reimbursement-type plans which permit the Covered Person to elect indemnity at the time of claims; or

2. Hospital or medical service organizations on a group basis, group practice and other group pre-payment plans; or

3. Hospital or medical service organizations on an individual basis having a provision similar in effect to this provision; or

4. A licensed Health Maintenance Organization (H.M.O.); or

5. Any coverage for students which is sponsored by, or provided through a school or other educational institution; or

6. Any coverage under a Governmental program, and any coverage required or provided by any statute; or

7. Automobile insurance; or

8. Individual automobile insurance coverage on an automobile leased or owned by the County or any responsible third-party tortfeasor; or

9. Individual automobile insurance coverage based upon the principles of “No-Fault” coverage; or

10. Homeowner or premise liability insurance, individual or commercial.

“Plan” will be construed separately with respect to each policy, contract, or other arrangement for benefits or services, and separately with respect to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and that portion which does not.

ORDER OF BENEFIT DETERMINATION

1. **Non-Dependent/Dependent**

   The plan that covers the person as other than a dependent, (e.g., as an employee, member, subscriber, retiree) is primary and the plan that covers the person as a dependent is secondary.

2. **Child Covered Under More Than One Plan**

   A. The primary plan is the plan of the parent whose birthday is earlier in the year if:

      1) The parents are married;
      2) The parents are not separated (whether or not they have ever been married), or
      3) A court decree awards joint custody without specifying that one parent has the responsibility to provide health care coverage.

   B. If both parents have the same birthday, the plan that has covered either of the parents longer is primary.

   C. If the specific terms of a court decree state that one of the parents is responsible for the child’s health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. If the parent with financial responsibility has no coverage for the child’s health care services or expenses, but that parent’s spouse does, the spouse’s plan is primary. This subparagraph will not apply with respect to any claim determination period, Benefit Period or Plan Year during which benefits are paid or provided before the entity has actual knowledge.

   D. If the parents are not married or are separated (whether or not they were ever married) or are divorced, and there is no court decree allocating responsibility for the child’s health care services or expenses, the order of benefit determination among the plans of the parents and the parents’ spouses (if any) is:

      1) The plan of the custodial parent.
      2) The plan of the spouse of the custodial parent.
      3) The plan of the non-custodial parent.
      4) The plan of the spouse of the non-custodial parent.

3. **Active or Inactive Employee**

The Plan that covers a person as an employee who is neither laid-off nor retired (or as that employee's dependent) is primary. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule will not be followed.

4. **Longer or Shorter Length of Coverage**

If the preceding rules do not determine the order of benefits, the plan that has covered the person for the longer period of time is primary.

A. To determine the length of time a person has been covered under a plan, two plans will be treated as one if the Covered Person was eligible under the second within 24 hours after the first ended.

B. The start of a new plan does not include:

1) A change in the amount or scope of a plan's benefits;
2) A change in the entity that pays, provides, or administers the plan's benefits; or
3) A change from one type of plan to another (such as from a single employer plan to that of a multiple-employer plan).

C. A person's length of time covered under a plan is measured from the person's first date of coverage under that plan. If that date is not readily available for a group plan, the date the person first became a member of the group will be used as the date from which to determine the length of time the person's coverage under the present plan has been in force.

5. **No Rules Apply**
If none of these preceding rules determines the primary plan, the Allowable Expense will be determined equally between the plans.

COORDINATION WITH MEDICARE

Medicare Part A, Part B and Part D will be considered a plan for the purposes of coordination of benefits. This Plan will coordinate benefits with Medicare whether or not the Covered Person is actually receiving Medicare Benefits. This means that the plan will only pay the amount that Medicare would not have covered, even if the Covered Person does not elect to be covered under Medicare. Also, failure to enroll in Medicare Part B or Part D when a person is initially eligible may result in the person being assessed a significant surcharge by Medicare for late enrollment in Part B or Part D.

1. **For Working Aged**

A covered Employee who is eligible for Medicare Part A, Part B or Part D as a result of age may be covered under this Plan and be covered under Medicare, in which case this Plan will pay primary. A covered Employee, eligible for Medicare Part A, Part B or Part D as a result of age, may elect not to be covered under this Plan. If such election is made, coverage under this Plan will terminate.

A covered Dependent spouse, eligible for Medicare Part A, Part B or Part D as a result of age, of a covered Employee may also be covered under this Plan and be covered under Medicare, in which case the Plan again will pay primary. A covered Dependent spouse, eligible for Medicare Part A, Part B or Part D as a result of age, may elect not to be covered under this Plan. If such election is made, coverage under this Plan will terminate.

2. **For Retired Persons**

Medicare is primary and the Plan will be secondary for the covered Retiree if he/she is an individual who is enrolled in Medicare Part A, Part B or Part D as a result of age and retired.

Medicare is primary and the Plan will be secondary for the covered Retiree's Dependent who is enrolled in Medicare Part A, Part B or Part D if both the covered Retiree and his/her covered Dependent are enrolled in Medicare Part A, Part B or Part D as a result of age and retired.

Medicare is primary for the Retiree's Dependent when the Retiree is not enrolled for Medicare Part A, Part B or Part D as a result of age and the Retiree's Dependent is enrolled in Medicare Part A, Part B or Part D as a result of age.

3. **For Covered Persons who are Disabled**

For plans with fewer than 100 Employees, Medicare is primary and the Plan will be secondary for the covered Employee or any covered Dependent who is eligible for Medicare by reason of disability.

For plans with 100 Employees or more, the Plan is primary and Medicare will be secondary for the covered Employee or any covered Dependent who is eligible for Medicare by reason of disability, if the Employee is actively employed by the Employer.

For plans with 100 Employees or more, the Plan is secondary and Medicare will be primary for the covered Employee or any covered Dependent who is eligible for Medicare by reason of disability if the Employee is retired or otherwise not actively working for the Employer.

4. **For Covered Persons with End Stage Renal Disease**

Except as stated below*, for Employees or Retirees and their Dependents, if Medicare eligibility is due solely to End Stage Renal Disease (ESRD), this Plan will be primary only during the first thirty (30) months of Medicare coverage. Thereafter, this Plan will be secondary with respect to Medicare coverage, unless after the thirty-month period described above, the Covered Person has no dialysis for a period of twelve (12) consecutive months and:

A. Then resumes dialysis, at which time the Plan will again become primary for a period of thirty (30) months; or

B. The Covered Person undergoes a kidney transplant, at which time the Plan will again become primary for a period of thirty (30) months.

*If a Covered Person is covered by Medicare as a result of disability, and Medicare is primary for that reason on the date the Covered Person becomes eligible for Medicare as a result of End Stage Renal Disease, Medicare will continue to be primary and the Plan will be secondary.

COORDINATION WITH MEDICAID

If a Covered Person is also entitled to and covered by Medicaid, the Plan will always be primary and Medicaid will always be secondary coverage.

COORDINATION WITH TRICARE/CHAMPVA

If a Covered Person is also entitled to and covered under TRICARE/CHAMPVA, the Plan will always be primary and TRICARE/CHAMPVA will always be secondary coverage. TRICARE coverage will include programs established under its authority, known as TRICARE Standard, TRICARE Extra and TRICARE Prime.

If the Covered Person is eligible for Medicare and entitled to veterans benefits through the Department of Veterans Affairs (VA), the Plan will always be primary and the VA will always be secondary for non-service connected medical claims. For these claims, the Plan will make payment to the VA as though the Plan was making payment secondary to Medicare.

PROCEDURES FOR CLAIMING BENEFITS

Claims must be submitted to the Plan within twelve (12) months after the date services or treatments are received or completed. Non-electronic claims may be submitted on any approved claim form, available from the provider. The claim must be completed in full with all the requested information. A complete claim must include the following information:

- Date of service;
- Name of the Participant;
- Name and date of birth of the patient receiving the treatment or service and his/her relationship to the Participant;
- Diagnosis [code] of the condition being treated;
- Treatment or service [code] performed;
- Amount charged by the provider for the treatment or service; and
- Sufficient documentation, in the sole determination of the Plan Administrator, to support the medical necessity of the treatment or service being provided and sufficient to enable the Plan Supervisor to adjudicate the claim pursuant to the terms and conditions of the Plan.

When completed, the claim must be sent to the Plan Supervisor, Allegiance Benefit Plan Management, Inc., at P.O. Box 3018, Missoula, Montana 59806-3018, (406) 721-2222 or (800) 877-1122 or through any electronic claims submission system or clearinghouse to which Allegiance Benefit Plan Management, Inc. has access.

A claim will not, under any circumstances, be considered for payment of benefits if initially submitted to the Plan more than twelve (12) months from the date that services were incurred.

Upon termination of the Plan, final claims must be received within three (3) months of the date of termination, unless otherwise established by the Plan Administrator.

CLAIMS WILL NOT BE DEEMED SUBMITTED UNTIL RECEIVED BY THE PLAN SUPERVISOR.

The Plan will have the right, in its sole discretion and at its own expense, to require a claimant to undergo a medical examination, when and as often as may be reasonable, and to require the claimant to submit, or cause to be submitted, any and all medical and other relevant records it deems necessary to properly adjudicate the claim.

CLAIM DECISIONS ON CLAIMS AND ELIGIBILITY

Claims will be considered for payment according to the Plan's terms and conditions, industry-standard claims processing guidelines and administrative practices not inconsistent with the terms of the Plan. The Plan may, when appropriate or when required by law, consult with relevant health care professionals and access professional industry resources in making decisions about claims that involve specialized medical knowledge or judgment. Initial eligibility and claims decisions will be made within the time periods stated below. For purposes of this section, "Covered Person" will include the claimant and the claimant's Authorized Representative; "Covered Person" does not include a health care provider or other assignee, and said health care provider or assignee does not have an independent right to appeal an Adverse Benefit Determination simply by virtue of the assignment of benefits.

"Authorized Representative" means a representative authorized by the claimant to act on their behalf in pursuing a benefit claim or appeal of an Adverse Benefit Determination. The claimant must authorize the representative in writing, and this written authorization must be provided to the Plan. The Plan will recognize this Authorized Representative when the Plan receives the written authorization.

INFORMATION REGARDING URGENT CARE CLAIMS IS PROVIDED TO YOU UNDER THE DISCLOSURE REQUIREMENTS OF APPLICABLE LAW; THE PLAN DOES NOT MAKE TREATMENT DECISIONS. ANY DECISION TO RECEIVE TREATMENT MUST BE MADE BETWEEN THE PATIENT AND HIS OR HER HEALTHCARE PROVIDER; HOWEVER, THE PLAN WILL ONLY PAY BENEFITS ACCORDING TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THIS PLAN.

1. **Urgent Care Claims** - An Urgent Care Claim is any claim for medical care or treatment with respect to which:

   A. In the judgment of a prudent layperson possessing an average knowledge of health and medicine could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or

   B. In the opinion of a Physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

   There are no Urgent Care requirements under this Plan and therefore, there are no rights to appeal a pre-service Urgent Care claim denial.

2. **Pre-Service Claims** - Pre-Service Claims must be submitted to the Plan before the Covered Person receives medical treatment or service. A Pre-Service Claim is any claim for a medical benefit which the Plan terms condition the Covered Person's receipt of the benefit, in whole or in part, on approval of the benefit before obtaining treatment. Pre-Service Claims are procedures stated in the Plan Document which the Plan recommends be utilized before a Covered Person obtains medical care.

3. **Post-Service Claims** - A Post-Service Claim is any claim for a medical benefit under the Plan with respect to which the terms of the Plan do <u>not</u> condition the Covered Person's receipt of the benefit, or any part thereof, on approval of the benefit prior to obtaining medical care, and for which medical treatment has been obtained prior to submission of the claim(s).

   In most cases, initial claims decisions on Post-Service Claims will be made within thirty (30) days of the Plan's receipt of the claim. The Plan will provide timely notice of the initial determination once sufficient information is received to make an initial determination, but no later than thirty (30) days after receiving the claim.

4. **Concurrent Care Review** - For patients who face early termination or reduction of benefits for a course of treatment previously certified by the Plan, a decision by the Plan to reduce or terminate benefits for ongoing care is considered an Adverse Benefit Determination. (Note: Exhaustion of the Plan's benefit maximums is not an Adverse Benefit Determination.) The Plan will notify the Covered Person sufficiently in advance to allow an appeal for uninterrupted continuing care before the benefit is reduced or terminated. Any request to extend an Urgent Care course of treatment beyond the initially prescribed period of time must be decided within twenty-four (24) hours of the Plan's receipt of the request. The appeal for ongoing care or treatment must be made to the Plan at least twenty-four (24) hours prior to the expiration of the initially-prescribed period.

<u>APPEALING AN UN-REIMBURSED PRE-SERVICE CLAIM</u>

If a claim is denied in whole or in part, the Covered Person will receive written notification of the Adverse Benefit Determination. A claim denial will be provided by the Plan showing:

1. The reason the claim was denied;

2. Reference(s) to the specific plan provision(s) or rule(s) upon which the decision was based which resulted in the Adverse Benefit Determination;

3. Any additional information needed to perfect the claim and why such information is needed; and

4. An explanation of the Covered Person's right to appeal the Adverse Benefit Determination for a full and fair review and the right to bring a civil action following an Adverse Benefit Determination on appeal.

If a Covered Person does not understand the reason for any Adverse Benefit Determination, he or she should contact the Plan Supervisor at the address or telephone number shown on the claim denial.

The Covered Person must appeal the Adverse Benefit Determination before the Covered Person may exercise his or her right to bring a civil action. This Plan provides two (2) levels of benefit determination review and the Covered Person must exercise both levels of review before bringing a civil action.

To initiate the first level of benefit review, the Covered Person must submit in writing an appeal or a request for review of the Adverse Benefit Determination to the Plan within one hundred eighty (180) days after the Adverse Benefit Determination. The Covered Person should include any additional information supporting the appeal or the information required by the Plan which was not initially provided and forward it to the Plan Supervisor within the 180-day time period. Failure to appeal the Adverse Benefit Determination within the 180-day time period will render the determination final. Any appeal received after the 180-day time period has expired will receive no further consideration.

Appeals or requests for review of Adverse Benefit Determinations must be submitted to the Plan in writing to P.O. Box 1269, Missoula, MT 59806-1269. Supporting materials may be submitted via mail, electronic claims submission process, facsimile (fax) or electronic mail (e-mail).

1. **First Level of Benefit Determination Review**

   The first level of benefit determination review is done by the Plan Supervisor. The Plan Supervisor will research the information initially received and determine if the initial determination was appropriate based on the terms and conditions of the Plan and other relevant information. Notice of the decision on the first level of review will be sent to the Covered Person within fifteen (15) days following the date the Plan Supervisor receives the request for reconsideration.

   If, based on the Plan Supervisor's review, the initial Adverse Benefit Determination remains the same and the Covered Person does not agree with that benefit determination, the Covered Person must initiate the second level of benefit review. The Covered Person must request the second review in writing and send it to the Plan Supervisor, not later than sixty (60) days after receipt of the Plan Supervisor's decision from the first level of review. Failure to initiate the second level of benefit review within the 60-day time period will render the determination final.

2. **Second Level of Benefit Determination Review**

   The Plan Administrator hereby designates a Review Committee consisting of the Chair of the Board of Commissioners, the Human Resources Officer and a designee from the County Attorneys' office, to perform second level reviews. In the event any Review Committee member designated above is unable to serve on an appeal as a result of conflict of interest or other disqualification, the Public Health Officer, or such other person as deemed necessary by the Plan Administrator, may be appointed as a substitute member of the Review Committee. The Review Committee will review the claim in question along with the additional information submitted by the Covered Person. The Review Committee will conduct a full and fair review on behalf of the Plan Administrator. Neither the Plan Administrator nor any of the members of the Review Committee shall be the original decision makers or subordinates of the original decision maker concerning the initial denial of the claim. The Review Committee may, when appropriate or if required by law, consult with relevant health care professionals in making decisions about appeals that involve specialized medical judgment. Where the appeal involves issues of medical necessity or experimental treatment, the Review Committee will consult with a health care professional with appropriate training who was neither the medical professional consulted in the initial determination or his or her subordinate.

After a full and fair review of the Covered Person's appeal, the Review Committee will provide a written or electronic notice of the final benefit determination, which contains the same information as notices for the initial determination, within fifteen (15) days.

APPEALING AN UN-REIMBURSED POST-SERVICE CLAIM

If a claim is denied in whole or in part, the Covered Person will receive written notification of the Adverse Benefit Determination. A claim Explanation of Benefits (EOB) will be provided by the Plan showing:

1. The reason the claim was denied;

2. Reference(s) to the specific plan provision(s) or rule(s) upon which the decision was based which resulted in the Adverse Benefit Determination;

3. Any additional information needed to perfect the claim and why such information is needed; and

4. An explanation of the Covered Person's right to appeal the Adverse Benefit Determination for a full and fair review and the right to bring a civil action following an Adverse Benefit Determination on appeal.

If a Covered Person does not understand the reason for any Adverse Benefit Determination, he or she should contact the Plan Supervisor at the address or telephone number shown on the EOB form.

The Covered Person must appeal the Adverse Benefit Determination before the Covered Person may exercise his or her right to bring a civil action. This Plan provides two (2) levels of benefit determination review and the Covered Person must exercise both levels of review before bringing a civil action.

To initiate the first level of benefit review, the Covered Person must submit in writing an appeal or a request for review of the Adverse Benefit Determination to the Plan within one hundred eighty (180) days after the Adverse Benefit Determination. The Covered Person should include any additional information supporting the appeal or the information required by the Plan which was not initially provided and forward it to the Plan Supervisor within the 180-day time period. Failure to appeal the Adverse Benefit Determination within the 180-day time period will render the determination final. Any appeal received after the 180-day time period has expired will receive no further consideration.

Appeals or requests for review of Adverse Benefit Determinations must be submitted to the Plan in writing to P.O. Box 1269, Missoula, MT 59806-1269. Supporting materials may be submitted via mail, electronic claims submission process, facsimile (fax) or electronic mail (e-mail).

1. **First Level of Benefit Determination Review**

   The first level of benefit determination review is done by the Plan Supervisor. The Plan Supervisor will research the information initially received and determine if the initial determination was appropriate based on the terms and conditions of the Plan and other relevant information. Notice of the decision on the first level of review will be sent to the Covered Person within thirty (30) days following the date the Plan Supervisor receives the request for reconsideration.

   If, based on the Plan Supervisor's review, the initial Adverse Benefit Determination remains the same and the Covered Person does not agree with that benefit determination, the Covered Person must initiate the second level of benefit review. The Covered Person must request the second review in writing and send it to the Plan Supervisor, not later than sixty (60) days after receipt of the Plan Supervisor's decision from the first level of review. Failure to initiate the second level of benefit review within the 60-day time period will render the determination final.

2. **Second Level of Benefit Determination Review**

The Plan Administrator hereby designates a Review Committee consisting of the Chair of the Board of Commissioners, the Human Resources Officer and a designee from the County Attorneys' office, to perform second level reviews. In the event any Review Committee member designated above is unable to serve on an appeal as a result of conflict of interest or other disqualification, the Public Health Officer, or such other person as deemed necessary by the Plan Administrator, may be appointed as a substitute member of the Review Committee. The Review Committee will review the claim in question along with the additional information submitted by the Covered Person. The Review Committee will conduct a full and fair review on behalf of the Plan Administrator. Neither the Plan Administrator nor any of the members of the Review Committee shall be the original decision makers or subordinates of the original decision maker concerning the initial denial of the claim. The Review Committee may, when appropriate or if required by law, consult with relevant health care professionals in making decisions about appeals that involve specialized medical judgment. Where the appeal involves issues of medical necessity or experimental treatment, the Review Committee will consult with a health care professional with appropriate training who was neither the medical professional consulted in the initial determination or his or her subordinate.

After a full and fair review of the Covered Person's appeal, the Plan will provide a written or electronic notice of the final benefit determination within a reasonable time, but no later than thirty (30) days from the date the appeal is received by the Plan at each level of review.

All claim payments are based upon the terms contained in the Plan Document, on file with the Plan Administrator and the Plan Supervisor. The Covered Person may request, free of charge, more detailed information, names of any medical professionals consulted and copies of relevant documents, as defined in and required by law, which were used by the Plan to adjudicate the claim.

INDEPENDENT EXTERNAL REVIEW

After exhaustion of all appeal rights stated above, a Covered Person may also request a final independent external review of any Adverse Benefit Determination involving a question of Medical Necessity, or other issue requiring medical expertise for resolution.

To assert this right to independent external medical review, the Covered Person must request such review in writing within one hundred twenty (120) days after a decision is made upon the second level benefit determination above.

If an independent external review is requested, the Plan Supervisor will forward the entire record on appeal, within ten (10) days, to an independent external review organization (IRO) selected randomly. The IRO will notify the Covered Person of its procedures to submit further information.

The IRO will issue a final decision within forty-five (45) days after receipt of all necessary information.

The decision of the IRO will be final and binding except that the Covered Person shall have an additional right to appeal the matter to a court with jurisdiction.

ELIGIBILITY PROVISIONS

EMPLOYEE ELIGIBILITY[24]

An Employee becomes eligible under this Plan for each classification of Employee as follows::

1. Class I - Is classified as an eligible Employee employed by the County on a continuing and regular basis for at least twenty (20) hours per week, including seasonal Employees as defined by Montana Code Annotated (MCA) who work on a continuing and regular basis for at least twenty (20) hours per week for more than six (6) consecutive months; or

2. Class II - Is classified as a Variable Hour Employee employed by the Company and completes a Measurement Period of twelve (12) consecutive months, during which the Variable Hour Employee averages thirty (30) hours per week of actual work and/or paid leave for twelve (12) consecutive months. Variable Hour Employees include part-time, temporary, and seasonal Employees who are not within the MCA statutory definition.

   "Measurement Period" is the period of time adopted by the Plan for Variable Hour Employees during which such Employees' work hours and paid leave are measured to determine whether such Employees are eligible for coverage.

An Employee is not eligible while on active military duty if that duty exceeds a period of thirty-one (31) consecutive days.

ELECTED OFFICIAL ELIGIBILITY

An eligible Elected Official includes a person whose service with the County is as a result of election to an official governmental office as required by Montana law, or as a result of appointment to such an official governmental office to serve out the remainder of an unexpired term of an elected official who has resigned or been removed from an official governmental office, as allowed by Montana law. A person will be considered an Elected Official only during the legal term of office for any such official governmental office.

WAITING PERIOD[25]

With respect to an eligible Employee or Elected Official, coverage under the Plan will not start until the Employee completes a Waiting Period. The Plan's Waiting Period is the period of time commencing on the Enrollment Date (eligibility date) and ends for each classification of Employee as follows:

1. Class I - The last day of the month following thirty (30) days from the Enrollment Date.

2. Class II - The last day of the month following the end of the Measurement Period defined in "Employee Eligibility" subsection above. If elected, coverage under this section shall continue for a period of not more than twelve (12) consecutive months provided the Participant remains employed by the Employer regardless of the number of hours worked during that time period. This period of time is the Coverage Period.

[24] "Employee Eligibility" (Eligibility Provisions) replaced by Amendment #5 effective 7/1/2015

[25] "Waiting Period (Eligibility Provisions), as amended, replaced by Amendment #5 effective 7/1/2015

DEPENDENT ELIGIBILITY[26]

An eligible Dependent includes any person who is a citizen, resident alien, or is otherwise legally present in the United States or in any other jurisdiction that the related Participant has been assigned by the Employer, and who is either:

1. The Participant's or Retiree's legal spouse according to the marriage laws of the state where the marriage was first solemnized or established.

   An eligible Dependent does not include a spouse who is legally separated or divorced from the Participant and has a court order or decree stating such from a court of competent jurisdiction.

2. The Participant's or Retiree's Dependent child who meets all of the following "Required Eligibility Conditions":

   A. Is a natural child; step-child; legally adopted child; a child who has been Placed for Adoption with the Participant and for whom as part of such placement the Participant has a legal obligation for the partial or full support of such child, including providing coverage under the Plan pursuant to a written agreement; a person for whom the Participant has been appointed the legal guardian by a court of competent jurisdiction prior to the person attaining nineteen (19) years of age; and

   B. Is less than twenty-six (26) years of age. This requirement is waived if the Participant's child is mentally handicapped/challenged or physically handicapped/challenged, provided that the child is incapable of self-supporting employment and is chiefly dependent upon the Participant for support and maintenance. Proof of incapacity must be furnished to the Plan Administrator upon request, and additional proof may be required from time to time; and

   An eligible Dependent does not include a spouse of the Dependent child or a child of the Dependent child.

PARTICIPANT ELIGIBILITY FOR DEPENDENT COVERAGE

Each Employee will become eligible for Dependent Coverage on the latest of:

1. The date the Employee becomes eligible for Participant coverage; or

2. The date on which the Employee first acquires a Dependent.

DECLINING COVERAGE[27]

If an eligible person declines coverage under this Plan, he/she will state his/her reason(s) for declining, in writing. Failure to provide those reasons in writing may result in the Plan refusing enrollment at a later date.

RETIREE ELIGIBILITY

A Retiree is considered eligible for coverage under this Plan only if the Retiree was covered under this Plan as a Participant on his or her last day of Active Service for the Employer prior to retirement, and subject to the terms of 2-18-704 MCA. A Retiree's dependents and surviving dependents upon the death of the Retiree is also eligible if the Retiree was eligible for coverage and covered under this Plan, subject to the terms of 2-18-704, MCA.

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[26] "Dependent Eligibility" (Eligibility Provisions), replaced by Amendment #4 effective 7/1/2013 and further replaces first paragraph and #1 by Same Gender Marriage Compliance Amendment effective 11/19/2014

[27] "Declining Coverage" (Eligibility Provisions) replaced by PPACA 2014 Compliance and Plan Changes Amd eff 7/1/2014

EFFECTIVE DATE OF COVERAGE

All coverage under the Plan will commence at 12:01 A.M. in the time zone in which the Covered Person permanently resides, on the date such coverage becomes effective.

PARTICIPANT COVERAGE[28]

Participant coverage under the Plan will become effective on the first day immediately after the Employee satisfies the applicable eligibility requirements and Waiting Period. If these requirements are met, the Employee must be offered coverage or an opportunity to waive coverage even if the offer is after the date coverage should become effective, regardless of the time that has elapsed, provided that the reason coverage was not offered before the end of the Waiting Period was as a result of an administrative error on the part of the Employer, Plan Administrator or Plan Supervisor.

An eligible Employee who declines coverage under the Plan or fails to enroll during the Initial Enrollment Period will be able to become covered later in only two situations, Open Enrollment and Special Enrollment Period.

A Variable Hour Employee will remain covered for a period of time not to exceed twelve (12) months from the effective date of coverage (the Coverage Period) regardless of the number of hours worked, as long as the individual remains employed by the Company. At the end of the Coverage Period, if the individual remains employed as a Variable Hour Employee and averages at least thirty (30) per week during the Coverage Period, the individual will remain covered for a period of time not to exceed an additional twelve (12) months.

"Coverage Period" is the maximum period of time Variable Hour Employees can be covered under the Plan as active Employees after completion of a Measurement Period as defined in the "Eligibility Provisions under the "Employee Eligibility" subsection.

If an eligible Employee chooses not to enroll or fails to enroll for coverage under the Plan during the Initial Enrollment Period or the Special Enrollment Period, coverage for the Employee and Dependents will be deemed waived.

If a Participant chooses not to re-enroll or fails to re-enroll during any Open Enrollment Period, coverage for the Participant and any Dependents covered at the time will remain the same as that elected prior to the Open Enrollment Period.

DEPENDENT COVERAGE[29]

Each Participant who requests Dependent Coverage on the Plan's enrollment form will become covered for Dependent Coverage as follows:

1. On the Participant's effective date of coverage, if application for Dependent Coverage is made on the same enrollment form used by the Participant to enroll for coverage. This subsection applies only to Dependents who are eligible on the Participant's effective date of coverage.

2. In the event a Dependent is acquired after the Participant's effective date of coverage as a result of a legal guardianship or in the event that a Participant is required to provide coverage as a result of a valid court order, or if the Dependent is acquired as a result of operation of law, Dependent Coverage will begin on the first day of the month following the Plan's receipt of an enrollment form and copy of said court order, if applicable.

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[28] "Participant Coverage" (Effective Date of Coverage), as amended, replaced by Amendment #5 effective 7/1/2015

[29] "Dependent Coverage" (Effective Date of Coverage), as amended, replaced by Amendment #5 effective 7/1/2015

OPEN ENROLLMENT PERIOD[30]

The Open Enrollment Period will be May 1st through May 31st of each year, during which an Employee and the Employee's eligible Dependents, who are not covered under this plan, may request Participant or Dependent coverage. Coverage must be requested on the Plan's enrollment form.

Coverage requested during any Open Enrollment Period will begin on the July 1st, immediately following the Open Enrollment Period.

SPECIAL ENROLLMENT PERIOD

All Special Enrollment requests, whether written or verbal, must be made to the Flathead County Human Resources Department.

In addition to other enrollment time allowed by this Plan, certain persons may enroll during the Special Enrollment Periods described below.[31]

"Special Enrollment Period" means a period of time allowed under this Plan, other than the eligible person's Initial Enrollment Period, during which an eligible person can request coverage under this Plan as a result of certain events that create special enrollment rights.

Coverage will become effective on the date of the event if the Employee makes a special enrollment request, verbally or in writing, to the Flathead County Human Resource Office within thirty (30) days of any special enrollment event and application for such coverage is made on the Plan's enrollment form and submitted to the Flathead County Human Resource Office within sixty (60) days of the event.

1. An eligible Employee who is not enrolled and eligible Dependents, including step children, who are acquired under the following specific events may enroll and become covered:

   A. Marriage to the Employee;

   B. Birth of the Employee's child; or

   C. Adoption of a child by the Employee, provided the child is under the age of 19; or

   D. Placement for Adoption with the Employee, provided such Employee has a legal obligation for the partial or full support of such child, including providing coverage under the Plan pursuant to a written agreement and the child is under the age of 19.

2. A Participant may enroll eligible Dependents, including step children, who are acquired under the following specific events:

   A. Marriage to the Participant;

   B. Birth of the Participant's child; or

   C. Adoption of a child by the Participant, provided the child is under the age of 19; or

   D. Placement for Adoption with the Employee, provided such Employee has a legal obligation for the partial or full support of such child, including providing coverage under the Plan pursuant to a written agreement and the child is under the age of 19.

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[30] "Open Enrollment Period" (Effective Date of Coverage) replaces Late Enrollment by PPACA 2014 Compliance and Plan Change Amendment effective 7/1/2014

[31] "Special Enrollment Period" (Effective Date of Coverage) paragraph replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

3. The spouse of a Participant (Covered Employee), or the spouse of a Retiree who is covered at the time of the Special Enrollment event, may enroll and will become covered on the date of the following specific events:

   A. Marriage to the Participant or Retiree;

   B. Birth of the Participant's or Retiree's child; or

   C. Adoption of a child by the Participant or Retiree, provided the child is under the age of 19; or

   D. Placement for Adoption with the Employee, provided such Employee has a legal obligation for the partial or full support of such child, including providing coverage under the Plan pursuant to a written agreement and the child is under the age of 19.

4. A Retiree who is covered at the time of a special enrollment event may enroll his/her eligible Dependents, including step children who are acquired under the circumstances below:

   A. Marriage to the Retiree;

   B. Birth of the Retiree's child; or

   C. Adoption of a child by the Retiree, provided the child is under the age of 19; or

   D. Placement for Adoption with the Retiree, provided such Retiree has a legal obligation for the partial or full support of such child, including providing coverage under the Plan pursuant to a written agreement and the child is under the age of 19.

5. The following individuals may enroll and become covered when coverage under another health care plan or health insurance is terminated due to loss of eligibility or if employer contributions to the other coverage have been terminated (Loss of Coverage), subject to the following:

   A. If the eligible Employee loses coverage, the eligible Employee who lost coverage and any eligible Dependents of the eligible Employee may enroll and become covered.

   B. If an eligible Dependent loses coverage, the eligible Dependent who lost coverage and the eligible Employee may enroll and become covered.

   C. If an eligible Dependent of a Retiree loses coverage, the eligible Dependent who lost coverage may enroll and become covered.

   Further, Loss of Coverage means only one of the following:

   A. COBRA Continuation Coverage under another plan and the maximum period of COBRA Continuation Coverage under that other plan has been exhausted; or

   B. Group or insurance health coverage that has been terminated as a result of termination of Employer contributions** towards that other coverage; or

C. Group or insurance health coverage (includes other coverage that is Medicare, Medicaid or any state children's insurance program recognized under the Children's Health Insurance Program Reauthorization Act of 2009) that has been terminated only as a result of a loss of eligibility for coverage for any of the following:

1) Legal separation or divorce of the eligible Employee;
2) Cessation of Dependent status;
3) Death of the eligible Employee;
4) Termination of employment of the eligible Dependent;
5) Reduction in the number of hours of employment of the eligible Dependent;
6) Termination of the eligible Dependent's employer's plan; or
7) Any loss of eligibility after a period that is measured by reference to any of the foregoing; or
8) Any loss of eligibility for individual or group coverage because the eligible Employee or Dependent no longer resides, lives or works in the service area of the HMO or other such plan.

**Employer contributions include contributions by any current or former employer that was contributing to the other non-COBRA coverage.

A loss of eligibility for coverage does not occur if coverage was terminated due to a failure of the Employee or Dependent to pay premiums on a timely basis or coverage was terminated for cause.

6. Individuals may enroll and become covered when coverage under Medicaid or any state children's insurance program recognized under the Children's Health Insurance Program Reauthorization Act of 2009 is terminated due to loss of eligibility, subject to the following:

A. A request for enrollment must be made either verbally or in writing to the Flathead County Human Resource Office within sixty (60) days after this special enrollment event, and written application for such coverage must be made and submitted to the Flathead County Human Resource Office within ninety (90) days after such event.

B. If the eligible Employee loses coverage, the eligible Employee who lost coverage and any eligible Dependents of the eligible Employee may enroll and become covered.

C. If an eligible Dependent loses coverage, the eligible Dependent who lost coverage and the eligible Employee may enroll and become covered.

D. If an eligible Dependent of a Retiree loses coverage, the eligible Dependent who lost coverage may enroll and become covered.

7. Individuals who are eligible for coverage under this Plan may enroll and become covered on the date they become entitled to a Premium Assistance Subsidy authorized under the Children's Health Insurance Program Reauthorization Act of 2009. The date of entitlement shall be the date stated in the Premium Assistance Authorization entitlement notice issued by the applicable state agency (CHIP or Medicaid). A request for enrollment, either verbal or in writing, must be made to the Flathead County Human Resource Office within sixty (60) days after this special enrollment event, and written application for such coverage must be made in writing and submitted to the Flathead County Human Resource Office within ninety (90) days after such event.

CHANGE IN STATUS

If a Covered Dependent under this Plan becomes an eligible Employee of the County, he/she may continue his/her coverage as a Dependent and/or elect to be covered as a Participant.

If an eligible Employee who is covered as a Participant of this Plan ceases to be an Employee of the County, but is eligible to be covered as a Dependent under another Employee/Participant, he/she may elect to continue his/her coverage as a Dependent of such Employee/Participant.

Application for coverage due to a Change in Status must be made on the Plan's enrollment form and submitted to the Flathead County Human Resource Office, within thirty (30) days immediately following the date the Employee becomes or ceases to be an eligible Employee. A Change in Status will not be deemed to be a break or termination of coverage and will not operate to reduce or increase any coverage or accumulations toward satisfaction of the deductible and Out-of-Pocket Maximum to which the Covered Person was entitled prior to the Change in Status.

QUALIFIED MEDICAL CHILD SUPPORT ORDER PROVISION

PURPOSE

Pursuant to Section 609(a) of ERISA, the Plan Administrator adopts the following procedures to determine whether Medical Child Support Orders are qualified in accordance with ERISA's requirements, to administer payments and other provisions under Qualified Medical Child Support Orders (QMCSOs), and to enforce these procedures as legally required. Employer adopts ERISA standards to comply with child support enforcement obligation of Part D of Title IV of the Social Security Act of 1975 as amended.

DEFINITIONS

For QMCSO requirements, the following definitions apply:

1. "Alternate Recipient" means any child of a Participant who is recognized under a Medical Child Support Order as having a right to enroll in this Plan with respect to the Participant.

2. "Medical Child Support Order" means any state or court judgment, decree or order (including approval of settlement agreement) issued by a court of competent jurisdiction, or issued through an administrative process established under State law and which has the same force and effect of law under applicable State law and:

   A. Provides for child support for a child of a Participant under this Plan; or

   B. Provides for health coverage for such a child under state domestic relations laws (including community property laws) and relates to benefits under this Plan; and

   C. Is made pursuant to a law relating to medical child support described in Section 1908 of the Social Security Act.

3. "Plan" means this self-funded Employee Health Benefit Plan, including all supplements and amendments in effect.

4. "Qualified Medical Child Support Order" means a Medical Child Support Order which creates (including assignment of rights) or recognizes an Alternate Recipient's right to receive benefits to which a Participant or Qualified Beneficiary is eligible under this Plan, and has been determined by the Plan Administrator to meet the qualification requirements as outlined under "Procedures" of this provision.

CRITERIA FOR A QUALIFIED MEDICAL CHILD SUPPORT ORDER

To be qualified, a Medical Child Support Order must clearly:

1. Specify the name and the last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Recipient covered by the order, except that, to the extent provided in the order, the name and mailing address of an official of a State or a political subdivision thereof may be substituted for the mailing address of any such Alternate Recipient; and

2. Include a reasonable description of the type of coverage to be provided by the Plan to each Alternate Recipient, or the manner in which such type of coverage is to be determined; and

3. Specify each period to which such order applies.

In order to be qualified, a Medical Child Support Order must not require the Plan to provide any type or form of benefits, or any option, not otherwise provided under the Plan except to the extent necessary to meet the requirements of Section1908 of the Social Security Act (relating to enforcement of state laws regarding child support and reimbursement of Medicaid).

PROCEDURES FOR NOTIFICATIONS AND DETERMINATIONS

In the case of any Medical Child Support Order received by this Plan:

1. The Plan Administrator will promptly notify the Participant and each Alternate Recipient of the receipt of such order and the plan's procedures for determining whether Medical Child Support Orders are qualified orders; and

2. Within a reasonable period after receipt of such order, the Plan Administrator will determine whether such order is a Qualified Medical Child Support Order and notify the Participant and each Alternate Recipient of such determination.

NATIONAL MEDICAL SUPPORT NOTICE

If the Plan Administrator of a group health plan which is maintained by the Employer of a non-custodial parent of a child, or to which such an employer contributes, receives an appropriately completed National Medical Support Notice as described in Section 401(b) of the Child Support Performance and Incentive Act of 1998 in the case of such child, and the Notice meets the criteria shown above for a qualified order, the Notice will be deemed to be a Qualified Medical Child Support Order in the case of such child.

FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act (FMLA) requires Employers who are subject to FMLA to allow their "eligible" Employees to take unpaid, job-protected leave. The Employer may also require or allow the Employee to substitute appropriate paid leave including, but not limited to, vacation and sick leave, if the Employee has earned or accrued it. The maximum leave required by FMLA is twelve (12) workweeks in any twelve (12) month period for certain family and medical reasons and a maximum combined total of twenty-six (26) workweeks during any twelve (12) month period for certain family and medical reasons and for a serious injury or illness of a member of the Armed Forces to allow the Employee, who is the spouse, son, daughter, parent, or next of kin to the member of the Armed Forces, to care for that member of the Armed Forces. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the Employee may work a part-time schedule.

For additional information, please refer to the County Personnel Policies and Procedures Manual.

TERMINATION OF COVERAGE

PARTICIPANT TERMINATION[32]

Participant coverage will automatically terminate immediately upon the earliest of the following dates, except as provided in any Continuation of Coverage Provision:

1. If only one premium for coverage has been deducted during the month that the Participant's employment terminates, coverage will terminate on the last day of the month in which the Participant's employment terminates; or

2. If two premiums for coverage have been deducted during the month that the Participant's employment terminates, coverage will terminate on the last day of the month immediately following the month in which the Participant's employment terminates; or

3. On the last day of the month in which the Participant ceases to be eligible for coverage; or

4. The date the Participant fails to make any required contribution for coverage; or

5. The date the Plan is terminated; or with respect to any Participant benefits of the Plan, the date of termination of such benefit; or

6. The date the County terminates the Participant's coverage; or

7. The date the Participant dies; or

8. On the last day of the month in which the Flathead County Human Resource Office receives the Plan's Health Coverage Waiver Form for the Participant; or

9. For Variable Hour Employees on the last day of the Coverage Period, unless at the expiration of the Coverage Period, the Participant is otherwise eligible as the result of a subsequent Measurement Period or as a result of being reclassified as a Class I Employee.

The County will continue to pay its portion of the monthly health benefit premium for the first six (6) calendar months that an Employee is on Workers' Compensation. The Employee is responsible for paying his/her portion of the premium within thirty (30) days of the payday when each payment is due.

A Participant whose Active Service ceases because of Illness or Injury or as a result of any other approved leave of absence may remain covered as an Employee in Active Service for a period of three (3) calendar months, or such other length of time that is consistent with and stated in the County's current Employee Personnel Policies and Procedures Manual or pursuant to the Family and Medical Leave Act. Coverage under this provision will be subject to all the provisions of FMLA if the leave is classified as FMLA leave.

If a Participant's coverage is to be continued during disability, approved leave of absence or temporary lay off, the amount of his or her coverage will be the same as the Plan benefits in force for an active Employee, subject to the Plan's right to amend coverage and benefits.

[32] "Participant Termination" (Termination of Coverage) replaced by Amendment #5 effective 7/1/2015

RETIREE TERMINATION

Retiree coverage will automatically terminate immediately upon the earliest of the following dates, except as provided in any Continuation of Coverage Provision:

1. On the last day of the month in which the Retiree ceases to be eligible for coverage; or

2. The date the Retiree fails to make any required contribution for coverage; or

3. The date the Plan is terminated; or

4. The date the County terminates the Retiree's coverage; or

5. The date the Retiree dies; or

6. The date the Retiree enters the armed forces of any country as a full-time member, if active duty is to exceed thirty-one (31) days.

7. On the last day of the month in which the Flathead County Human Resource Office receives the Plan's Health Coverage Waiver Form for the Retiree.

REINSTATEMENT OF COVERAGE[33]

An Employee whose coverage terminates by reason of termination of employment or temporary layoff and who again becomes eligible for coverage under the Plan within a sixty-three-day period immediately following the date coverage is terminated will become eligible for reinstatement of coverage on the date of renewed eligibility. Coverage will be reinstated for the Employee and eligible Dependents on the first of the month following the date of renewed eligibility, provided that application for such coverage is made on the Plan's enrollment form within thirty (30) days after the date of renewed eligibility. Reinstatement of Coverage is subject to the following:

1. Credit will be given for prior amounts applied toward the Deductible and Out-of-Pocket Maximum for the same Benefit Period during which renewed eligibility occurs.

2. All prior accumulations toward annual or lifetime benefit maximums will apply.

If renewed eligibility occurs under any circumstances other than as stated in this subsection, enrollment for coverage for the Employee and his/her Dependents will be treated as if initially hired for purposes of eligibility and coverage under this Plan.

The Reinstatement of Coverage provision is not applicable to a Variable Hour Employee except for any period of time that the Variable Employee is actually enrolled and covered during the Coverage Period.

[33] "Reinstatement of Coverage" (Termination of Coverage), as amended, replaced by Amendment #5 effective 7/1/2015

DEPENDENT TERMINATION[34]

Each Covered Person, whether Participant or Dependent, is responsible for notifying the Flathead County Human Resource Office, within sixty (60) days after loss of dependent status due to death, divorce, legal separation or ceasing to be an eligible Dependent child. Failure to provide this notice may result in loss of eligibility for COBRA Continuation Coverage After Termination.

Coverage for a Dependent will automatically terminate immediately upon the earliest of the following dates, except as provided in any Continuation of Coverage Provision:

1. On the last day of the month in which the Dependent ceases to be an eligible Dependent as defined in the Plan; or

2. On the last day of the month in which the Participant's coverage terminates under the Plan; or

3. On the last day of the month in which the Participant ceases to be eligible for Dependent Coverage; or

4. The date the Participant fails to make any required contribution for Dependent Coverage; or

5. The date the Plan is terminated; or

6. The date the County terminates the Dependent's coverage; or

7. On the last day of the month in which the Participant dies; or

8. On the last day of the month in which the Flathead County Human Resource Office receives the Plan's Health Coverage Waiver Form for the Dependent whose coverage is to be terminated.

RESCISSION OF COVERAGE[35]

Coverage for an Employee and/or Dependent may be rescinded if the Plan Administrator determines that the Employee or a Dependent engaged in fraud or intentional misrepresentation in order to obtain coverage and/or benefits under the Plan. In such case, the Participant will receive written notice at least thirty (30) days before the coverage is rescinded.

[34] "Dependent Termination" Item #8 deleted by Amendment #4 effective 7/1/2013

[35] "Rescission of Coverage" (Termination of Coverage) added by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

CONTINUATION COVERAGE AFTER TERMINATION

Under the Public Health Service Act, as amended, Employees and their enrolled Dependents may have the right to continue coverage beyond the time coverage would ordinarily have ended. The law applies to employers who normally employ twenty (20) or more Employees.

The Plan Administrator is Flathead County, 800 S Main, Kalispell, MT 59901; (406) 758-5523. The Plan Administrator is responsible for administering COBRA Continuation Coverage.

COBRA Continuation Coverage is available to any Qualified Beneficiary whose coverage would otherwise terminate due to any Qualifying Event. COBRA Continuation Coverage under this provision will begin on the first day following the date coverage terminates.

1. Qualifying Events for Participants, for purposes of this section, are the following events, if such event results in a loss of coverage under this Plan:

   A. The termination (other than by reason of gross misconduct) of the Participant's employment.

   B. The reduction in hours of the Participant's employment.

2. Qualifying Events for covered Dependents, for purposes of this section are the following events, if such event results in a loss of coverage under this Plan:

   A. Death of the Participant or Retiree.

   B. Termination of the Participant's employment.

   C. Reduction in hours of the Participant's employment.

   D. The divorce or legal separation of the Participant or Retiree from his or her spouse.

   E. A covered Dependent child ceases to be a Dependent as defined by the Plan.

<u>NOTIFICATION RESPONSIBILITIES</u>

The Covered Person must notify the Flathead County Human Resource Office of a Qualifying Event within sixty (60) days after the date of the Qualifying Event such as:

1. Death of the Participant or Retiree.

2. The divorce or legal separation of the Participant or Retiree from his or her spouse.

3. The Participant's entitlement to Medicare.

4. A covered Dependent child ceases to be a Dependent as defined by the Plan.

ELECTION OF COVERAGE

When the Flathead County Human Resource Office is notified of a Qualifying Event, the Plan Administrator will notify the Qualified Beneficiary of the right to elect continuation of coverage. Notice of the right to COBRA Continuation Coverage will be sent by the Plan no later than fourteen (14) days after the Plan Administrator is notified of the Qualifying Event.

A Qualified Beneficiary has sixty (60) days from the date coverage would otherwise be lost or sixty (60) days from the date of notification from the Plan Administrator, whichever is later, to notify the Plan Administrator that he or she elects to continue coverage under the Plan. Failure to elect continuation within that period will cause coverage to end.

MONTHLY PREMIUM PAYMENTS

A Qualified Beneficiary is responsible for the full cost of continuation coverage. Monthly premium for continuation of coverage must be paid in advance to the Plan Administrator. The premium required under the provisions of COBRA is as follows:

1. For a Qualified Beneficiary: The premium is the same as applicable to any other similarly situated non-COBRA Participant plus an additional administrative expense of up to a maximum of two percent (2%).

2. Social Security Disability: For a Qualified Beneficiary continuing coverage beyond eighteen (18) months due to a documented finding of disability by the Social Security Administration within 60 days after becoming covered under COBRA, the premium may be up to a maximum of 150% of the premium applicable to any other similarly situated non-COBRA Participant.

3. For a Qualified Beneficiary with a qualifying Social Security Disability who experiences a second Qualifying Event:

    A. If another Qualifying Event occurs during the initial eighteen (18) months of COBRA coverage, such as a death, divorce or legal separation, the monthly fee for qualified disabled person may be up to a maximum of one hundred and two percent (102%) of the applicable premium.

    B. If the second Qualifying Event occurs during the nineteenth (19th) through the twenty-ninth (29th) month (the Disability Extension Period), the premium for a Qualified Beneficiary may be up to a maximum of one hundred fifty percent (150%) of the applicable premium.

Payment of claims while covered under this COBRA Continuation Coverage Provision will be contingent upon the receipt by the Employer of the applicable monthly premium for such coverage. The monthly premium for continuation coverage under this provision is due the first of the month for each month of coverage. A grace period of thirty (30) days from the first of the month will be allowed for payment. Payment will be made in a manner prescribed by the Employer.

DISABILITY EXTENSION OF 18-MONTH PERIOD OF CONTINUATION COVERAGE

If the Qualified Beneficiary who is covered under the Plan is determined by the Social Security Administration to be disabled at any time before the qualifying event or within sixty (60) days after the qualifying event, and the Plan Administrator is notified in a timely fashion, the Qualified Beneficiary covered under the Plan can receive up to an additional 11 months of COBRA Continuation Coverage, for a total maximum of 29 months. The Plan Administrator must be provided with a copy of the Social Security Administration's disability determination letter within sixty (60) days after the date of the determination and before the end of the original 18-month period of COBRA Continuation Coverage. This notice should be sent to: Attn: Human Resource Office, Flathead County, 800 S. Main, Room 219, Kalispell, MT 59901.

SECOND QUALIFYING EVENT EXTENSION OF 18-MONTH PERIOD OF CONTINUATION COVERAGE

If another qualifying event occurs while receiving COBRA Continuation Coverage, the spouse and dependent children of the Employee can get additional months of COBRA Continuation Coverage, up to a maximum of thirty-six (36) months. This extension is available to the spouse and dependent children if the former employee dies or becomes divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. **In all of these cases, the Plan Administrator must be notified of the second qualifying event within sixty (60) days of the second qualifying event. This notice must be sent to: Attn: Human Resource Office, Flathead County, 800 S Main, Room 219, Kalipsell, MT 59901. Failure to provide notice within the time required will result in loss of eligibility for COBRA Continuation Coverage.**

MEDICARE ENROLLMENT EXTENSION OF 18-MONTH PERIOD OF CONTINUATION COVERAGE

The dependents of a former employee are eligible to elect COBRA Continuation Coverage if they lose coverage as a result of the former employee's enrollment in Part A, Part B or Part D of Medicare, whichever occurs earlier.

When the former employee enrolls in Medicare before the Qualifying Event of termination (or reduction of hours) of employment occurs, the maximum period for COBRA Continuation Coverage for the spouse and dependent children ends on the later of:

1. Eighteen (18) months after the Qualifying Event of termination of employment or reduction in hours of employment; or

2. Thirty-six (36) months after the former employee's enrollment in Medicare.

When the former employee enrolls in Medicare after the Qualifying Event of termination (or reduction of hours) of employment, the maximum period for COBRA Continuation Coverage for the spouse and dependent children ends eighteen (18) months after the Qualifying Event, unless a second Qualifying Event, as described above occurs within that eighteen (18) month period.

WHEN COBRA CONTINUATION COVERAGE ENDS[36]

COBRA Continuation Coverage and any coverage under the Plan that has been elected with respect to any Qualified Beneficiary will cease on the earliest of the following:

1. On the date the Qualified Beneficiary becomes covered under another group health plan or health insurance.

2. On the date, after the date of election for COBRA Continuation Coverage, that the Qualified Beneficiary becomes enrolled in Medicare (either Part A, Part B or Part D).

3. On the first date that timely payment of any premium required under the Plan with respect to COBRA Continuation Coverage for a Qualified Beneficiary is not made to the Plan Administrator.

4. On the date the Employer ceases to provide any group health plan coverage to any Employee.

5. On the date of receipt of written notice that the Qualified Beneficiary wishes to terminate COBRA Continuation Coverage.

[36] "When Cobra Continuation Coverage Ends (Continuation Coverage After Termination) first paragraph and item #1 replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

6. On the date that the maximum coverage period for COBRA Continuation Coverage ends, as follows:

   A. Eighteen (18) months for a former employee who is a Qualified Beneficiary as a result of termination (or reduction of hours) of employment;

   B. Eighteen (18) months for a Dependent who is a Qualified Beneficiary unless a second Qualifying Event occurs within that eighteen month period entitling that Dependent to an additional eighteen (18) months;

   C. For the Dependent who is a Qualified Beneficiary as a result of termination (or reduction of hours) of employment of the former employee if that former employee enrolled in Medicare before termination (or reduction of hours) of employment, the later of eighteen (18) months from the Qualifying Event, or thirty-six (36) months following the date of enrollment in Medicare.

   D. On the first day of the month beginning thirty (30) days after a Qualified Beneficiary is determined to be no longer disabled by the Social Security Administration if the Qualified Beneficiary was found to be disabled on or within the first sixty (60) days of the date of the Qualifying Event and has received at least eighteen (18) months of COBRA Continuation Coverage. COBRA Continuation Coverage will also terminate on such date for all Dependents who are Qualified Beneficiaries as a result of the Qualifying Event unless that Dependent is entitled to a longer period of COBRA Continuation Coverage without regard to disability.

   E. Twenty-nine (29) months for any Qualified Beneficiary if a Disability Extension Period of COBRA Continuation Coverage has been granted for such Qualified Beneficiary.

   F. Thirty-six (36) months for all other Qualified Beneficiaries.

7. On the same basis that the Plan can terminate for cause the coverage of a similarly situated non-COBRA Participant.

QUESTIONS

Any questions about COBRA Continuation Coverage should be directed to the Human Resource Office at Flathead County, 800 S Main, Room 219, Kalispell, MT 59901 or contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

INFORM THE PLAN OF ADDRESS CHANGES

In order to protect the Employee's family's rights, the Employee should keep the Plan Administrator informed of any changes in the addresses of family members. The Employee should also keep a copy, for his/her records, of any notices sent to the Plan Administrator.

COVERAGE FOR A MILITARY RESERVIST

To the extent required by the Uniform Services Employment and Reemployment Rights Act (USERRA), the following provisions will apply:

1. If a Participant is absent from employment with Employer by reason of service in the uniformed services, the Participant may elect to continue coverage under this Plan for himself or herself and his or her eligible Dependents as provided in this subsection. The maximum period of coverage under such an election will be the lesser of:

   A. The twenty-four (24) month period beginning on the date on which the Participant's absence begins; or

   B. The period beginning on the date on which the Participant's absence begins and ending on the day after the date on which the Participant fails to apply for or return to a position of employment, as required by USERRA.

2. A Participant who elects to continue Plan coverage under this Section may be required to pay not more than one hundred two percent (102%) of the full premium under the Plan (determined in the same manner as the applicable premium under Section 4980B(f)(4) of the Internal Revenue Code of 1986) associated with such coverage for the Employer's other Employees, except that in the case of a person who performs service in the uniformed services for less than thirty-one (31) days, such person may not be required to pay more than the regular Employee share, if any, for such coverage.

3. In the case of a Participant whose coverage under the Plan is terminated by reason of service in the uniformed services, an exclusion or Waiting Period may not be imposed in connection with the reinstatement of such coverage upon reemployment if an exclusion or Waiting Period would not have been imposed under the Plan had coverage of such person by the Plan not been terminated as a result of such service. This paragraph applies to the Employee who notifies the Employer of his or her intent to return to employment in a timely manner as defined by USERRA, and is reemployed and to any Dependent who is covered by the Plan by reason of the reinstatement of the coverage of such Employee. **This provision will not apply to the coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been caused by or aggravated during, performance of service in the uniformed services.**

COVERAGE FOR A MONTANA NATIONAL GUARD MEMBER

To the extent required by the Montana Military Service Employment Rights Act (MMSERA), the following provisions will apply:

"State Active Duty" means duty performed by a Montana National Guard member when a disaster is declared by the proper State authority and shall include the time period as certified by a licensed physician to recover from an Illness or Injury incurred while performing the state active duty.

1. In any case in which a Covered Person has coverage under this Plan, and such Covered Person is absent from employment with Employer by reason of State Active Duty, the Covered Person may elect to continue coverage under this Plan for himself or herself and his or her eligible Dependents as provided in this subsection. The maximum period of coverage under such an election shall be the period beginning on the thirty-first consecutive day of State Active Duty and ending on the day immediately before the day the Covered Person returns to a position of employment with the Employer, provided the Covered Person returns to employment in a timely manner, or ending on the day immediately after the day the Covered Person fails to return to a position of employment in a timely manner.

   For purposes of this subsection, a timely manner means the following:

   A. For State Active Duty of thirty (30) days but not more than one hundred eighty (180) days, the next regularly scheduled day of Active Service following fourteen (14) days after the termination of State Active Duty.

   B. For State Active Duty of more than one hundred eighty (180) days, the next regularly scheduled day of Active Service following ninety (90) days after the termination of State Active Duty.

2. An eligible Covered Person who elects to continue Plan coverage under this Section may be required to pay:

   A. Not more than one hundred percent (100%) of the contribution required from a similarly situated active Employee until such Covered Person becomes eligible for coverage under the State of Montana Health Benefit Plan as an employee of the Department of Military Affairs.

   B. Not more than one hundred two percent (102%) of the contribution required from a similarly situated active employee for any period of time that the Covered Person is also eligible for coverage under the State of Montana Health Benefit Plan as an employee of the Department of Military Affairs.

3. In the case of a person whose coverage under the Plan is terminated by reason of State Active Duty, a Waiting Period may not be imposed in connection with the reinstatement of such coverage upon reemployment if such an exclusion or Waiting Period would not have been imposed under the Plan had coverage of such person by the Plan not been terminated as a result of such service. This paragraph applies to the Employee who is reemployed in a timely manner as defined by MMSERA and to any Dependent who is covered by the Plan by reason of the reinstatement of the coverage of such Employee.

4. **In no event will this Plan cover any Illness or Injury determined by the Montana Department of Military Affairs to have been caused by or aggravated during, performance of State Active Duty.**

FRAUD AND ABUSE

THIS PLAN IS SUBJECT TO FEDERAL LAW WHICH PERMITS CRIMINAL PENALTIES FOR FRAUDULENT ACTS COMMITTED AGAINST THE PLAN. STATE LAW MAY ALSO APPLY.

Anyone who knowingly defrauds or tries to defraud the Plan, or obtains Plan funds through false statements or fraudulent schemes, may be subject to criminal prosecution and penalties. The following may be considered fraudulent:

1.[37] Falsifying eligibility criteria for a Dependent, such as marital status or age, to get or continue coverage for that Dependent when not otherwise eligible for coverage;

2. Falsifying or withholding medical history or information required to calculate benefits;

3. Falsifying or altering documents to get coverage or benefits;

4. Permitting a person not otherwise eligible for coverage to use a Plan ID card to get Plan benefits; or

5. Submitting a fraudulent claim or making untruthful statements to the Plan to get reimbursement from the Plan for services that may or may not have been provided to a Covered Person.

The Plan Administrator, in its sole discretion, may take additional action against the Participant or Covered Person including, but not limited to, terminating the Participant or Covered Person's coverage under the Plan.

MISSTATEMENT OF AGE

If the Covered Person's age was misstated on an enrollment form or claim, the Covered Person's eligibility or amount of benefits, or both, will be adjusted to reflect the Covered Person's true age. If the Covered Person was not eligible for coverage under the Plan or for the amount of benefits received, the Plan has a right to recover any benefits paid by the Plan. A misstatement of age will not continue coverage that was otherwise properly terminated or terminate coverage that is otherwise validly in force.

MISREPRESENTATION OF ELIGIBILITY

If a Participant misrepresents a Dependent's marital status, age, full-time student status, dependent child relationship or other eligibility criteria to get coverage for that Dependent, when he or she would not otherwise be eligible, coverage for that Dependent will terminate as though never effective.

MISUSE OF IDENTIFICATION CARD

If a Covered Person permits any person who is not otherwise eligible as a Covered Person to use an ID card, the Plan Sponsor may, at the Plan Sponsor's sole discretion, terminate the Covered Person's coverage.

REIMBURSEMENT TO PLAN

Payment of benefits by the Plan for any person who was not otherwise eligible for coverage under this Plan but for whom benefits were paid based upon fraud as defined in this section must be reimbursed to the Plan by the Participant. Failure to reimburse the Plan upon request may result in an interruption or a loss of benefits by the Participant and Dependents.

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[37] Items #1 & #2" (Fraud and Abuse) replaced by PPACA 2014 Compliance and Plan Changes Amendment eff 7/1/2014

RESCISSION OF COVERAGE[38]

Coverage for an Employee and/or Dependent may be rescinded if the Plan Administrator determines that the Employee or a Dependent engaged in fraud or intentional misrepresentation in order to obtain coverage and/or benefits under the Plan. In such case, the Participant will receive written notice at least thirty (30) days before the coverage is rescinded.

[38] "Rescission of Coverage" (Fraud and Abuse) added by PPACA 2014 Compliance and Plan Changes Amd eff 7/1/2014

RECOVERY/REIMBURSEMENT/SUBROGATION

By enrollment in this Plan, Covered Persons agree to the provisions of this section as a condition precedent to receiving benefits under this Plan. Failure of a Covered Person to comply with the requirements of this section may result in the Plan pending the payment of benefits.

RIGHT TO RECOVER BENEFITS PAID IN ERROR

If the Plan makes a payment in error to or on behalf of a Covered Person or an assignee of a Covered Person to which that Covered Person is not entitled, or if the Plan pays a claim that is not covered, the Plan has the right to recover the payment from the person paid or anyone else who benefitted from the payment. The Plan can deduct the amount paid from the Covered Person's future benefits, or from the benefits for any covered Family member even if the erroneous payment was not made on that Family member's behalf.

Payment of benefits by the Plan for Participants' spouses, ex-spouses, or children, who are not eligible for coverage under this Plan, but for whom benefits were paid based upon inaccurate, erroneous, false information or omissions of information provided or omitted by the Employee will be reimbursed to the Plan by the Employee. The Employee's failure to reimburse the Plan after demand is made may result in an interruption in or loss of benefits to the Employee, and could be reported to the appropriate governmental authorities for investigation of criminal fraud and abuse.

The Plan may recover such amount by any appropriate method that the Plan Administrator, in its sole discretion, will determine. By receipt of benefits under this Plan, each Covered Person authorizes the deduction of any excess payment from such benefits or other present or future compensation payments.

The provisions of this subsection apply to any Licensed Health Care Provider who receives an assignment of benefits or payment of benefits under this Plan. If a Licensed Health Care Provider refuses to refund improperly paid claims, the Plan may refuse to recognize future assignments of benefits to that provider.

REIMBURSEMENT

The Plan's right to Reimbursement is separate from and in addition to the Plan's right of Subrogation. Reimbursement means to repay a party who has paid something on another's behalf. If the Plan pays benefits for medical expenses on a Covered Person's behalf, and another party was actually responsible or liable to pay those medical expenses, the Plan has a right to be reimbursed by the Covered Person for the amounts the Plan paid.

Accordingly, if a Covered Person, or anyone on his or her behalf, settles, is reimbursed or recovers money from any person, corporation, entity, liability coverage, no-fault coverage, uninsured coverage, underinsured coverage, or other insurance policies or funds for any accident, Injury, condition or Illness for which benefits were provided by the Plan, the Covered Person agrees to hold the money received in trust for the benefit of the Plan. The Covered Person agrees to reimburse the Plan, in first priority, from any money recovered from a liable third party, for the amount of all money paid by the Plan to the Covered Person or on his or her behalf or that will be paid as a result of said accident, Injury, condition or Illness. Reimbursement to the Plan will be paid first, in its entirety, even if the Covered Person is not paid for all of his or her claim for damages and regardless of whether the settlement, judgment or payment he or she receives is for or specifically designates the recovery, or a portion thereof, as including health care, medical, disability or other expenses or damages.

SUBROGATION

The Plan's right to Subrogation is separate from and in addition to the Plan's right to Reimbursement. Subrogation is the right of the Plan to exercise the Covered Person's rights and remedies in order to recover from third parties who are legally responsible to the Covered Person for a loss paid by the Plan. This means the Plan can proceed through litigation or settlement in the name of the Covered Person, with or without his or her consent, to recover the money paid under the Plan. In other words, if another person or entity is, or may be, liable to pay for medical bills or expenses related to the Covered Person's accident, Injury, condition or Illness, which the Plan paid, then the Plan is entitled to recover, by legal action or otherwise, the money paid; in effect, the Plan has the right to "stand in the shoes" of the Covered Person for whom benefits were paid, and to take any action the Covered Person could have undertaken to recover the money paid.

The Covered Person agrees to subrogate to the Plan any and all claims, causes of action or rights that he or she has or that may arise against any entity who has or may have caused, contributed to or aggravated the accident, Injury, condition or Illness for which the Plan has paid benefits, and to subrogate any claims, causes of action or rights the Covered Person may have against any other coverage including, but not limited to, liability coverage, no-fault coverage, uninsured motorist coverage, underinsured motorist coverage, or other insurance policies, coverage or funds.

In the event that a Covered Person decides not to pursue a claim against any third party or insurer, the Covered Person will notify the Plan, and specifically authorize the Plan, in its sole discretion, to sue for, compromise or settle any such claims in the Covered Person's name, to cooperate fully with the Plan in the prosecution of the claims, and to execute any and all documents necessary to pursue those claims.

The Following Paragraphs Apply to Both Reimbursement and Subrogation:

1. Under the terms of this Plan, the Plan Supervisor is not required to pay any claim where there is evidence of liability of a third party unless the Covered Person signs the Plan's Third-Party Reimbursement Agreement and follows the requirements of this section. However, the Plan, in its discretion, may instruct the Plan Supervisor not to withhold payment of benefits while the liability of a party other than the Covered Person is being legally determined. If a repayment agreement is requested to be signed, the Plan's right of recovery through Reimbursement and/or Subrogation remains in effect regardless of whether the repayment agreement is actually signed.

2. If the Plan makes a payment which the Covered Person, or any other party on the Covered Person's behalf, is or may be entitled to recover against any third party responsible for an accident, Injury, condition or Illness, this Plan has a right of recovery, through reimbursement or subrogation or both, to the extent of its payment. The Covered Person receiving payment from this Plan will execute and deliver instruments and papers and do whatever else is necessary to secure and preserve the Plan's right of recovery.

3. The Covered Person will cooperate fully with the Plan Administrator, its agents, attorneys and assigns, regarding the recovery of any monies paid by the Plan from any party other than the Covered Person who is liable. This cooperation includes, but is not limited to, providing full and complete disclosure and information to the Plan Administrator, upon request and in a timely manner, of all material facts regarding the accident, Injury, condition or Illness; all efforts by any person to recover any such monies; providing the Plan Administrator with any and all documents, papers, reports and the like regarding demands, litigation or settlements involving recovery of monies paid by the Plan; and notifying the Plan Administrator of the amount and source of any monies received from third parties as compensation or damages for any event from which the Plan may have a reimbursement or subrogation claim.

4. Covered Persons will respond within ten (10) days to all inquiries of the Plan regarding the status of any claim they may have against any third parties or insurers including, but not limited to, liability, no-fault, uninsured and underinsured insurance coverage. The Covered Person will notify the Plan immediately of the name and address of any attorney whom the Covered Person engages to pursue any personal Injury claim on his or her behalf.

5. The Covered Person will not act, fail to act, or engage in any conduct directly, indirectly, personally or through third parties, either before or after payment by the Plan, the result of which may prejudice or interfere with the Plan's rights to recovery hereunder. The Covered Person will not conceal or attempt to conceal the fact that recovery has occurred or will occur.

6. The Plan will not pay or be responsible, without its written consent, for any fees or costs associated with a Covered Person pursuing a claim against any third party or coverage including, but not limited to, attorney fees or costs of litigation. Monies paid by the Plan will be repaid in full, in first priority, except as limited by 2-18-901 and 902, MCA, as amended.

RIGHT OF OFF-SET

The Plan has a right of off-set to satisfy reimbursement claims against Covered Persons for money received by the Covered Person from a third party, including any insurer. If the Covered Person fails or refuses to reimburse the Plan for funds paid for claims, the Plan may deny payment of future claims of the Covered Person, up to the full amount paid by the Plan and subject to reimbursement for such claims. This right of off-set applies to all reimbursement claims owing to the Plan whether or not formal demand is made by the Plan, and notwithstanding any anti-subrogation, "common fund," "made whole" or similar statutes, regulations, prior court decisions or common law theories.

PLAN ADMINISTRATION

PURPOSE

The purpose of the Plan Document is to set forth the provisions of the Plan which provide for the payment or reimbursement of all or a portion of Eligible Expenses. The terms of this Plan are legally enforceable and the Plan is maintained for the exclusive benefit of eligible Employees and their covered Dependents.

EFFECTIVE DATE

The effective date of the Plan is July 1, 1993.

PLAN YEAR

The Plan Year will commence July 1st of each year and end on June 30th each succeeding year.

PLAN SPONSOR

The Plan Sponsor is Flathead County.

PLAN ADMINISTRATOR

The Plan Administrator is Flathead County.

PLAN SUPERVISOR

The Supervisor of the Plan is Allegiance Benefit Plan Management, Inc.

NAMED FIDUCIARY AND PLAN ADMINISTRATOR

The Named Fiduciary and Plan Administrator is a Montana governmental entity who has the authority to control and manage the operation and administration of the Plan. The Plan Administrator may delegate responsibilities for the operation and administration of the Plan. The Plan Administrator will have the authority to amend the Plan, to determine its policies, to appoint and remove other service providers of the Plan, to fix their compensation (if any), and exercise general administrative authority over them and the Plan. The Administrator has the sole authority and responsibility to review and make final decisions on all claims to benefits hereunder.

PLAN INTERPRETATION

The Named Fiduciary and the Plan Administrator have full discretionary authority to interpret and apply all Plan provisions including, but not limited to, resolving all issues concerning eligibility and determination of benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Plan data, and perform other Plan-connected services. Final authority to interpret and apply the provisions of the Plan rests exclusively with the Plan Administrator. Decisions of the Plan Administrator made in good faith will be final and binding.

CONTRIBUTIONS TO THE PLAN

The amount of contributions to the Plan are to be made on the following basis:

> The County will from time to time evaluate the costs of the Plan and determine the amount to be contributed by the County, if any, and the amount to be contributed, if any, by each Participant.
>
> If the County terminates the Plan, the County and Participants will have no obligation to contribute to the Plan after the date of termination.

PLAN AMENDMENTS/MODIFICATION/TERMINATION[39]

The Plan Document contains all the terms of the Plan and may be amended at any time by the Plan Administrator. Any changes will be binding on each Participant and on any other Covered Persons referred to in this Plan Document. The authority to amend the Plan lies with the Plan Administrator. Any such amendment, modification, revocation or termination of the Plan will be authorized and signed by the Board of County Commissioners. A copy of the executed policy will be supplied to the Plan Supervisor. Written notification of any amendments, modifications, revocations or terminations will be given to Plan Participants at least sixty (60) days prior to the effective date, except for amendments effective on the first day of a new Plan Year, for which thirty (30) days advance notice is required.

TERMINATION OF PLAN

The County reserves the right at any time to terminate the Plan by a written notice. All previous contributions by the County will continue to be issued for the purpose of paying benefits and fixed costs under provisions of this Plan with respect to claims arising before such termination, or will be used for the purpose of providing similar health benefits to Participants, until all contributions are exhausted.

SUMMARY PLAN DESCRIPTIONS

Each Participant covered under this Plan will be issued a Summary Plan Description (SPD) describing the benefits to which the Covered Persons are entitled, the required Plan procedures for eligibility and claiming benefits and the limitations and exclusions of the Plan.

[39] "Plan Amendments/Modification/Termination" (Plan Administration) replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

GENERAL PROVISIONS

EXAMINATION

The Plan will have the right and opportunity to have the Covered Person examined whenever Injury or Illness is the basis of a claim hereunder when and so often as it may reasonably require during pendency of the claim hereunder. The Plan will also have the right and opportunity to have an autopsy performed in case of death where it is not forbidden by law.

PAYMENT OF CLAIMS

All Plan benefits are payable to a Participant, Qualified Beneficiary or Alternate Recipient, whichever is applicable. All or a portion of any benefits payable by the Plan may, at the Covered Person's option and unless the Covered Person requests otherwise in writing not later than the time of filing the claim, be paid directly to the health care provider rendering the service, if proper written assignment is provided to the Plan. No payments will be made to any provider of services unless the Covered Person is liable for such expenses.

If any benefits remain unpaid at the time of the Covered Person's death or if the Covered Person is a minor or is, in the opinion of the Plan, legally incapable of giving a valid receipt and discharge for any payment, the Plan may, at its option, pay such benefits to the Covered Person's legal representative or estate. The Plan, in its sole option, may require that an estate, guardianship or conservatorship be established by a court of competent jurisdiction prior to the payment of any benefit. Any payment made under this subsection will constitute a complete discharge of the Plan's obligation to the extent of such payment and the Plan will not be required to oversee the application of the money so paid.

LEGAL PROCEEDINGS

No action at law or equity will be brought to recover on the Plan prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of the Plan, nor will such action be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by the Plan.

NO WAIVER OR ESTOPPEL

No term, condition or provision of this Plan will be waived, and there will be no estoppel against the enforcement of any provision of this Plan, except by written instrument of the party charged with such waiver or estoppel. No such written waiver will be deemed a continuing waiver unless specifically stated therein, and each such waiver will operate only as to the specific term or condition waived and will not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

VERBAL STATEMENTS

Verbal statements or representations of the Plan Administrator, its agents and Employees, or Covered Persons will not create any right by contract, estoppel, unjust enrichment, waiver or other legal theory regarding any matter related to the Plan, or its administration, except as specifically stated in this subsection. No statement or representation of the Plan Administrator, its agents and Employees, or Covered Persons will be binding upon the Plan or a Covered Person unless made in writing by a person with authority to issue such a statement. This subsection will not be construed in any manner to waive any claim, right or defense of the Plan or a Covered Person based upon fraud or intentional material misrepresentation of fact or law.

FREE CHOICE OF PHYSICIAN

The Covered Person will have free choice of any legally qualified Physician, Licensed Health Care Provider or surgeon and the Physician-patient relationship will be maintained.

WORKERS' COMPENSATION NOT AFFECTED

This Plan is not in lieu of, supplemental to Workers' Compensation and does not affect any requirement for coverage by Workers' Compensation Insurance.

CONFORMITY WITH LAW

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of the applicable law. Only that provision which is contrary to applicable law will be amended to conform; all other parts of the Plan will remain in full force and effect.

MISCELLANEOUS

Section titles are for convenience of reference only, and are not to be considered in interpreting this Plan.

No failure to enforce any provision of this Plan will affect the right thereafter to enforce such provision, nor will such failure affect its right to enforce any other provision of the Plan.

FACILITY OF PAYMENT

Whenever payments which should have been made under this Plan in accordance with this provision have been made under any other plan or plans, the Plan will have the right, exercisable alone and in its sole discretion, to pay to any insurance County or other organization or person making such other payments any amounts it determines in order to satisfy the intent of this provision. Amounts so paid will be deemed to be benefits paid under this Plan and to the extent of such payments, the Plan will be fully discharged from liability under this Plan.

The benefits that are payable will be charged against any applicable maximum payment or benefit of this Plan rather than the amount payable in the absence of this provision.

PROTECTION AGAINST CREDITORS

No benefit payment under this Plan will be subject in any way to alienation, sale, transfer, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same will be void, except an assignment of payment to a provider of Covered Services. If the Plan Administrator finds that such an attempt has been made with respect to any payment due or which will become due to any Participant, the Plan Administrator, in its sole discretion, may terminate the interest of such Participant or former Participant in such payment. In such case, the Plan Administrator will apply the amount of such payment to or for the benefit of such Participant or covered Dependents or former Participant, as the Plan Administrator may determine. Any such application will be a complete discharge of all liability of the Plan with respect to such benefit payment.

PLAN IS NOT A CONTRACT

The Plan Document constitutes the primary authority for plan administration. The establishment, administration and maintenance of this Plan will not be deemed to constitute a contract of employment, give any Participant of the County the right to be retained in the service of the County, or to interfere with the right of the County to discharge or otherwise terminate the employment of any Participant.

GENERAL DEFINITIONS

Certain words and phrases in this Plan Document are defined below. If the defined term is not used in this document, the term does not apply to this Plan.

Masculine pronouns used in this Plan Document will include either the masculine or feminine gender unless the context indicates otherwise.

Any words used herein in the singular or plural will include the alternative as applicable.

ACCIDENTAL INJURY

"Accidental Injury" means an Injury sustained as a result of an external force or forces that is/are sudden, direct and unforeseen and is/are exact as to time and place. A hernia of any kind will only be considered as an Illness.

ACTIVE SERVICE

"Active Service" means that an Employee is in service with the County on a day which is one of the County's regularly scheduled work days and that the Employee is performing all of the regular duties of his/her employment with the County on a regular basis, either at one of the County's business establishments or at some location to which the County's business requires him/her to travel.

ADVERSE BENEFIT DETERMINATION[40]

"Adverse Benefit Determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment, in whole or in part, for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or beneficiary's eligibility to participate in the Plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a failure to provide or make payment, in whole or in part, for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate, or a rescission of coverage if the Plan Administrator determines that the Employee or a Dependent engaged in fraud or intentional misrepresentation in order to obtain coverage and/or benefits under the Plan. In such case, the Participant will receive written notice at least thirty (30) days before the coverage is rescinded.

ALCOHOLISM

"Alcoholism" means a morbid state caused by excessive and compulsive consumption of alcohol that interferes with the patient's health, social or economic functioning.

ALCOHOLISM AND/OR CHEMICAL DEPENDENCY TREATMENT FACILITY

"Alcoholism and/or Chemical Dependency Treatment Facility" means a licensed institution which provides a program for diagnosis, evaluation, and effective treatment of Alcoholism and/or Chemical Dependency; provides detoxification services needed with its effective treatment program; provides infirmary-level medical services or arranges with a Hospital in the area for any other medical services that may be required; is at all times supervised by a staff of Physicians; provides at all times skilled nursing care by licensed nurses who are directed by a full-time Registered Nurse (R.N.); prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs which is supervised by a Physician; and meets licensing standards.

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[40] "Adverse Benefit Determination"" (General Definitions) replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

AMBULANCE SERVICE

"Ambulance Service" means an entity, its personnel and equipment including, but not limited to, automobiles, airplanes, boats or helicopters, which are licensed to provide Emergency medical and Ambulance services in the state in which the services are rendered.

BENEFIT PERCENTAGE

"Benefit Percentage" means that portion of Eligible Expenses payable by the Plan, which is stated as a percentage in the Schedule of Benefits.

BENEFIT PERIOD

"Benefit Period" refers to a time period of one year, which is either a Calendar Year or other annual period, as shown in the Schedule of Benefits. Such Benefit Period will terminate on the earliest of the following dates:

1. The last day of the one year period so established; or

2. The day the Maximum Lifetime Benefit applicable to the Covered Person becomes paid; or

3. The date the Plan terminates.

BIRTHING CENTER

A facility staffed by Physicians, which is licensed as a Birthing Center in the jurisdiction where it is located.

CALENDAR YEAR

"Calendar Year" means a period of time commencing on January 1 and ending on December 31 of the same year.

CHEMICAL DEPENDENCY

"Chemical Dependency" means the physiological and psychological addiction to a controlled drug or substance, or to alcohol. Dependence upon tobacco, nicotine, caffeine or eating disorders are not included in this definition.

CLOSE RELATIVE

"Close Relative" means the spouse, parent, brother, sister, child, or in-laws of the Covered Person.

COBRA

"COBRA" means Sections 2201 through 2208 of the Public Health Service Act 42 U.S.C. § 300bb-1 through § 300bb-8, which contains provisions similar to Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

COBRA CONTINUATION COVERAGE

"COBRA Continuation Coverage" means continuation coverage provided under the provisions of the Public Health Service Act referenced herein under the definition of "COBRA".

CONVALESCENT NURSING FACILITY

See "Skilled Nursing Facility".

CONVALESCENT PERIOD

"Convalescent Period" means a period of time commencing with the date of confinement by a Covered Person in a Skilled Nursing Facility.

A Convalescent Period will terminate when the Covered Person has been free of confinement in any and all institutions providing Hospital or nursing care for a period of ninety (90) consecutive days. A new Convalescent Period will not commence until a previous Convalescent Period has terminated.

COSMETIC

"Cosmetic" means services or treatment ordered or performed solely to change a Covered Person's appearance rather than for the restoration of bodily function.

COUNTY

"County" means Flathead County.

COVERED PERSON

"Covered Person" means any Participant or Dependent of a Participant meeting the eligibility requirements for coverage and properly enrolled for coverage as specified in the Plan.

CUSTODIAL CARE

"Custodial Care" means the type of care or service, wherever furnished and by whatever name called, which is designed primarily to assist a Covered Person in the activities of daily living. Such activities include, but are not limited to: bathing, dressing, feeding, preparation of special diets, assistance in walking or in getting in and out of bed, and supervision over medication which can normally be self-administered.

DEDUCTIBLE

"Deductible" means a specified dollar amount of Eligible Expenses that must be incurred before the Plan will pay any amount for any Eligible Expense during each Benefit Period.

DENTALLY NECESSARY

"Dentally Necessary" means treatment, tests, services or supplies provided by a Hospital, Physician, or other Licensed Health Care Provider which are not excluded under this Plan and which meet all of the following criteria:

1. Are to treat or diagnose a Dental condition or dental disease; and

2. Are ordered by a Dentist or Licensed Health Care Provider and consistent with the symptoms or diagnosis and treatment of the dental condition or dental disease; and

3. Are not primarily for the convenience of the Covered Person, Dentist or other Licensed Health Care Provider; and

4. Are the standard or level of services most appropriate for good medical practice that can be safely provided to the Covered Person; and

5. Are not of an Experimental/Investigational or solely educational nature; and

6. Are not provided primarily for dental, medical or other research; and

7. Do not involve excessive, unnecessary or repeated tests; and

8. Are commonly and customarily recognized by the dental profession as appropriate in the treatment or diagnosis of the diagnosed condition; and

9. Are approved procedures or meet required guidelines or protocols of the Food and Drug Administration, Centers for Medicare/Medicaid Services (CMS), or American Dental Association, pursuant to that entity's program oversight authority based upon the dental treatment circumstances.

DENTIST

"Dentist" means a person holding one of the following degrees–Doctor of Dental Science, Doctor of Medical Dentistry, Master of Dental Surgery or Doctor of Medicine (oral surgeon) -- who is legally licensed as such to practice dentistry in the jurisdiction where services are rendered, and the services rendered are within the scope of his or her license.

A "Dentist" will not include the Covered Person or any Close Relative of the Covered Person who does not regularly charge the Covered Person for services.

DENTURIST

"Denturist" means a dental technician, duly licensed, specializing in the making and fitting of dentures.

DEPENDENT

"Dependent" means a person who is eligible for coverage under the Dependent Eligibility subsection of this Plan.

DEPENDENT COVERAGE

"Dependent Coverage" means eligibility for coverage under the terms of the Plan for benefits payable as a consequence of Eligible Incurred Expenses for an Illness or Injury of a Dependent.

DURABLE MEDICAL EQUIPMENT

"Durable Medical Equipment" means equipment which is:

1. Able to withstand repeated use, i.e., could normally be rented, and used by successive patients; and

2. Primarily and customarily used to serve a medical purpose; and

3. Not generally useful to a person in the absence of Illness or Injury.

ELIGIBLE EXPENSES

"Eligible Expenses" means the maximum amount of any charge for a covered service, treatment or supply that may be considered for payment by the Plan, including any portion of that charge that may be applied to the Deductible, Copayment or used to satisfy the Out-of-Pocket Maximum. Eligible Expenses are equal to the Maximum Eligible Expense (MEE) or Procedure Based Limit, whichever is applicable.

EMERGENCY

"Emergency" means a medical condition manifesting itself by acute symptoms which occur suddenly and unexpectedly and for which the Covered Person receives medical care no later than 48 hours after the onset of the condition. Emergency is any medical condition for which a reasonable and prudent layperson, possessing average knowledge of health and medicine, would expect that failure to seek immediate medical attention would result in death, more severe or disabling medical condition(s), or continued severe pain without cessation in the absence of medical treatment. Emergency may include, but is not limited to, severe Injury, hemorrhaging, poisoning, loss of consciousness or respiration, fractures, convulsions, injuries reasonably likely to require sutures, severe acute pain, severe burns, prolonged high fever and symptoms normally associated with heart attack or stroke.

"Emergency" will specifically exclude usual out-patient treatment of childhood diseases, flu, common cold, pre-natal examinations, physical examinations and minor sprains, lacerations, abrasions and minor burns, and other medical conditions usually capable of treatment at a clinic or doctor's office during regular working hours.

EMPLOYEE[41]

"Employee" means a person employed by the Employer on a continuing and regular basis who is a common-law Employee and who is on the Employer's W-2 payroll.

Employee does not include any employee leased from another employer including, but not limited to, those individuals defined in Internal Revenue Code Section 414(n), or an individual classified by the Employer as a contract worker or independent contractor if such persons are not on the Employer's W-2 payroll, or any individual who performs services for the Employer but who is paid by a temporary or other employment agency such as "Kelly," "Manpower," etc.

EMPLOYER

"Employer" means the County or any affiliated agencies or boards that have adopted this Plan for its Employees.

ENROLLMENT DATE[42]

"Enrollment Date" means the date a person becomes eligible for coverage under this Plan or the eligible person's effective date of coverage under this Plan, whichever occurs first.

ERISA

"ERISA" refers to the Employee Retirement Income Security Act of 1974, as amended.

EXPERIMENTAL/INVESTIGATIONAL[43]

"Experimental/Investigational" means:

1. Any drug or device that cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or

[41] "Employee" (General Definitions) replaced by Amendment #5 effective 7/1/2015

[42] "Enrollment Date" (General Definitions) replaced by PPACA 2014 Compliance and Plan Changes Amd eff 7/1/2014

[43] "Experimental/Investigational" (General Definitions) replaced by PPACA 2014 Compliance Amend eff 7/1/2014

2. Any drug, device, medical treatment or procedure for which the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval; or

3. That the drug, device or medical treatment or procedure is under study, prior to or in the absence of any clinical trial, to determine its maximum tolerated dose, its toxicity, or its safety; or

4.[44] That based upon Reliable Evidence, the drug, device, medical treatment or procedure is the subject of an on-going Phase I or Phase II clinical trial. (A Phase III clinical trial recognized by the National Institute of Health is not considered Experimental or Investigational.) For chemotherapy regimens, a Phase II clinical trial is not considered Experimental or Investigational when both of these criteria are met:

   A. The regimen or protocol has been the subject of a completed and published Phase II clinical trial which demonstrates benefits equal to or greater than existing accepted treatment protocols; and

   B. The regimen or protocol listed by the National Comprehensive Cancer Network is supported by level of evidence Category 2B or higher; or

5. Based upon Reliable Evidence, any drug, device, medical treatment or procedure that the prevailing opinion among experts is that further studies or clinical trial are necessary to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with generally medically accepted means of treatment or diagnosis; or

6. Any drug, device, medical treatment or procedure used in a manner outside the scope of use for which it was approved by the FDA or other applicable regulatory authority (U.S. Department of Health, Centers for Medicare and Medicaid Services (CMS), American Dental Association, American Medical Association).

"Reliable Evidence" means only reports and articles published in authoritative medical and scientific literature; the written protocol or protocols used by a treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the informed consent document used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

FAMILY

"Family" means a Participant and his or her eligible Dependents as defined herein.

FMLA

"FMLA" means Family and Medical Leave Act.

HIPAA

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

[44] Item 4 of the "Experimental/Investigational" definition (General Definitions), as amended, replaced by Amd #5 eff 7/1/2015

HOSPICE

"Hospice" means a health care program providing a coordinated set of services rendered at home, in Outpatient settings or in institutional settings for Covered Persons suffering from a condition that has a terminal prognosis. A Hospice must have an interdisciplinary group of personnel which includes at least one Physician and one Registered Nurse (R.N.), and it must maintain central clinical records on all patients. A Hospice must meet the standards of the National Hospice Organization (NHO) and applicable state licensing requirements.

HOSPICE BENEFIT PERIOD

"Hospice Benefit Period" means a specified amount of time during which the Covered Person undergoes treatment by a Hospice. Such time period begins on the date the attending Physician of a Covered Person certifies a diagnosis of terminal Illness, and the Covered Person is accepted into a Hospice program. The period will end the earliest of six months from this date or at the death of the Covered Person. A new Hospice Benefit Period may begin if the attending Physician certifies that the patient is still terminally ill; however, additional proof will be required by the Plan Administrator before a new Hospice Benefit Period can begin.

HOSPITAL

"Hospital" means an institution which meets all of the following conditions:

1. It is engaged primarily in providing medical care and treatment to ill and injured persons on an Inpatient basis at the patient's expense; and

2. It is licensed as a Hospital under authority of the laws of the jurisdiction in which the facility is physically located; and

3. It maintains on its premises all the facilities necessary to provide for the diagnosis and medical and surgical treatment of an Illness or an Injury; and

4. It provides treatment for compensation by or under the supervision of Physicians with continuous twenty-four (24) hour nursing services by Registered Nurses (R.N.'s); and

5. It is a provider of services under Medicare. This condition is waived for otherwise Eligible Incurred Expenses outside of the United States; and

6. It is not, other than incidentally, a place for rest, a place for the aged, a place for drug addicts, a place for alcoholics, or a nursing home.

HOSPITAL MISCELLANEOUS EXPENSES

"Hospital Miscellaneous Expenses" mean the actual charges made by a Hospital on its own behalf for services and supplies rendered to the Covered Person which are Medically Necessary for the treatment of such Covered Person. Hospital Miscellaneous Expenses do not include charges for Room and Board or for professional services, regardless of whether the services are rendered under the direction of the Hospital or otherwise.

ILLNESS

"Illness" means a bodily disorder, Pregnancy, disease, physical sickness, mental illness, or functional nervous disorder of a Covered Person.

INCURRED EXPENSES OR EXPENSES INCURRED

"Incurred Expenses" or "Expenses Incurred" means those services and supplies rendered to a Covered Person. Such expenses will be considered to have occurred at the time or date the treatment, service or supply is actually provided.

INITIAL ENROLLMENT PERIOD

"Initial Enrollment Period" means the time allowed by this Plan for enrollment when a person first becomes eligible for coverage.

INJURY

"Injury" means physical damage to the Covered Person's body which is not caused by disease or bodily infirmity.

INPATIENT

"Inpatient" means the classification of a Covered Person when that Person is admitted to a Hospital, Hospice, or Skilled Nursing Facility for treatment, and charges are made for Room and Board to the Covered Person as a result of such treatment.

INPATIENT CONFINEMENT DAY

"Inpatient Confinement Day" means any day a person is classified as Inpatient. An Inpatient Confinement Day will commence at 12:01 A.M. and will be calculated using a calendar day.

INTENSIVE CARE UNIT

"Intensive Care Unit" means a section, ward, or wing within the Hospital which is separated from other facilities and:

1. Is operated exclusively for the purpose of providing professional medical treatment for critically ill patients;

2. It has special supplies and equipment necessary for such medical treatment available on a standby basis for immediate use; and

3. It provides constant observation and treatment by Registered Nurses (R.N.'s) or other highly-trained Hospital personnel.[45]

LICENSED HEALTH CARE PROVIDER

"Licensed Health Care Provider" means any provider of health care services who is licensed or certified by any applicable governmental regulatory authority to the extent that services are within the scope of the license or certification and are not specifically excluded by this Plan.

LICENSED PRACTICAL NURSE

"Licensed Practical Nurse" means an individual who has received specialized nursing training and practical nursing experience, and is licensed to perform such nursing services by the state or regulatory agency responsible for such licensing in the state in which that individual performs such services.

[45] "Late Enrollment or Late Enrollee" (General Definitions) removed by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

LICENSED SOCIAL WORKER

"Licensed Social Worker" means a person holding a Masters Degree (M.S.W.) in social work and who is currently licensed as a social worker in the state in which services are rendered, and who provides counseling and treatment in a clinical setting for Mental Illnesses.

MAXIMUM ELIGIBLE EXPENSE[46]

"Maximum Eligible Expense" or "MEE" means the maximum amount considered for payment by this Plan for any covered treatment, service, or supply, subject however, to all Plan annual and lifetime maximum benefit limitations. The following criteria will apply to determination of the Maximum Eligible Expense:

1. For services of a Physician or Licensed Health Care Provider:

   A. A contracted amount as established by a preferred provider or other discounting contract;

   B. An amount based upon fee schedules adopted by the Plan and Plan Supervisor if a contracted amount does not exist; or

   C. If neither A nor B above apply, an amount equal to 80% of the provider's average billed charge for the service.

2. For facility charges:

   A. A contracted amount as established by a preferred provider or other discounting contract;

   B. An amount based upon fee schedules adopted by the Plan and Plan Supervisor if a contracted amount does not exist; or

   C. A schedule maintained by the Plan Supervisor and based upon the average billed charge, reduced by 20%.

3. For all prescription drugs not obtained through the Plan's Pharmacy Drug Program while undergoing either Inpatient or Outpatient treatment, including injectable drugs:

   A. A contracted amount as established by a preferred provider or other discounting contract;

   B. 125% of the current Medicare allowable fee, if a contracted amount does not exist; or

   C. The billed charge if less than A or B above.

4. For Durable Medical Equipment:

   A. A contracted amount as established by a preferred provider or other discounting contract;

   B. The allowable charge established by application of the Medicare DME Fee Schedule; or

   C. The billed charge if less than A or B above.

[46] "Maximum Eligible Expense" (General Definitions) replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

5. For Air Ambulance:

   A. A contracted amount as established by a preferred provider or other discounting contract;

   B. 250% of the allowable charge established by application of the Medicare Ambulance Fee Schedule; or

   C. The billed charge if less than A or B above.

6. For surgical implants (devices and related supplies):

   A. A contracted amount as established by a preferred provider or other discounting contract;

   B. 50% of billed charges; or

   C. 150% of invoice if less than B above.

7. For Dialysis Centers:

   A. A contracted amount established by a preferred provider or any other discounting contract;

   B. An amount equal to 200% of the Medicare Allowable fee for the same treatment if an out-of-network provider is used and no discounting contract can be established; or

   C. The billed charge if less than A or B above.

MAXIMUM LIFETIME BENEFIT

Maximum Lifetime Benefit" means the maximum benefit payable while a person is covered under this Plan. The Maximum Lifetime Benefit will not be construed as providing lifetime coverage, or benefits for a person's Illness or Injury after coverage terminates under this Plan.

MEDICAID

"Medicaid" means that program of medical care and coverage established and provided by Title XIX of the Social Security Act, as amended.

MEDICALLY NECESSARY

"Medically Necessary" means treatment, tests, services or supplies provided by a Hospital, Physician, or other Licensed Health Care Provider which are not excluded under this Plan and which meet all of the following criteria:

1. Are to treat or diagnose an Illness or Injury; and

2. Are ordered by a Physician or Licensed Health Care Provider and consistent with the symptoms or diagnosis and treatment of the Illness or Injury; and

3. Are not primarily for the convenience of the Covered Person, Physician or other Licensed Health Care Provider; and

4. Are the standard or level of services most appropriate for good medical practice that can be safely provided to the Covered Person; and

5. Are not of an Experimental/Investigational or solely educational nature; and

6. Are not provided primarily for medical or other research; and

7. Do not involve excessive, unnecessary or repeated tests; and

8. Are commonly and customarily recognized by the medical profession as appropriate in the treatment or diagnosis of the diagnosed condition; and

9. Are approved procedures or meet required guidelines or protocols of the Food and Drug Administration (FDA) or Centers for Medicare/Medicaid Services (CMS), pursuant to that entity's program oversight authority based upon the medical treatment circumstances.

MEDICARE

"Medicare" means the programs established under the "Health Insurance for the Aged Act," Public Law 89-97 under Title XVIII of the Federal Social Security Act, as amended, to pay for various medical expenses for qualified individuals, specifically those who are eligible for Medicare Part A, Part B or Part D as a result of age, those with end-stage renal disease, or with disabilities.

MENTAL ILLNESS

"Mental Illness" means a medically recognized psychological, physiological, nervous or behavioral condition, affecting the brain, which can be diagnosed and treated by medically recognized and accepted methods, **but will not include Alcoholism, Chemical Dependency or other addictive behavior**. Conditions recognized by the Diagnostic Statistical Manual (the most current edition) will be included in this definition.

MMSERA

"MMSERA" means the Montana Military Service Employment Rights Act (MMSERA), as amended.

NAMED FIDUCIARY

"Named Fiduciary" means the Plan Administrator which has the authority to control and manage the operation and administration of the Plan.

NEWBORN

"Newborn" refers to an infant from the date of his/her birth until the initial Hospital discharge or until the infant is fourteen (14) days old, whichever occurs first.

OCCUPATIONAL THERAPY

"Occupational Therapy" means a program of care ordered by a Physician which is for the purpose of improving the physical, cognitive and perceptual disabilities that influence the Covered Person's ability to perform functional tasks related to normal life functions or occupations, and which is for the purpose of assisting the Covered Person in performing such functional tasks without assistance.

ORTHOPEDIC APPLIANCE

"Orthopedic Appliance" means a rigid or semi-rigid support used to restrict or eliminate motion in a diseased, injured, weak or deformed body member.

OUT-OF-POCKET MAXIMUM[47]

"Out-of-Pocket Maximum" means the maximum dollar amount, as stated in the Schedule of Medical Benefits, that any Covered Person or Family will pay in any Benefit Period for covered services, treatments or supplies.

OUTPATIENT

"Outpatient" means a Covered Person who is receiving medical care, treatment, services or supplies at a clinic, a Physician's office, a Licensed Health Care Provider's office or at a Hospital if not a registered bed patient at that Hospital, Psychiatric Facility or Alcoholism and/or Chemical Dependency Treatment Facility.

PARTICIPANT

"Participant" means an Employee of the County who is eligible and enrolled for coverage under this Plan.

PHYSICAL THERAPY

"Physical Therapy" means a plan of care ordered by a Physician and provided by a licensed physical therapist, to return the Covered Person to the highest level of motor functioning possible.

PHYSICIAN

"Physician" means a person holding the degree of Doctor of Medicine, Dentistry or Osteopathy, or Optometry who is legally licensed as such.

"Physician" does not include the Covered Person or any Close Relative of the Covered Person who does not regularly charge the Covered Person for services.

PLACEMENT OR BEING PLACED FOR ADOPTION

"Placement" or "Being Placed for Adoption" means the assumption and retention of a legal obligation for total or partial support of a child by a person with whom the child has been placed in anticipation of the child's adoption. The child's placement for adoption with such person ends upon the termination of such legal obligation.

PLAN

"Plan" means the Health Benefit Plan for Employees of the County, the Plan Document and any other relevant documents pertinent to its operation and maintenance.

PLAN ADMINISTRATOR

"Plan Administrator" means Flathead County and/or its designee which is responsible for the day-to-day functions and management of the Plan. The Plan Administrator may employ persons or firms to process claims and perform other Plan-connected services. For the purposes of the Employee Retirement Income Security Act of 1974, as amended, and any applicable state legislation of a similar nature, the County will be deemed to be the Plan Administrator of the Plan unless by action of the Board of County Commissioners, the County designates an individual or committee to act as Plan Administrator of the Plan. All new enrollment or changes to enrollment must be directed to the Flathead County Human Resource Office.

[47] "Out-of-Pocket Maximum" (General Definitions) replaced by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

PLAN SPONSOR

"Plan Sponsor" means Flathead County and/or its designee.

PLAN SUPERVISOR

"Plan Supervisor" means the person or firm employed by the Plan to provide consulting services to the Plan in connection with the operation of the Plan and any other functions, including the processing and payment of claims. The Plan Supervisor is Allegiance Benefit Plan Management, Inc. The Plan Supervisor provides ministerial duties only, exercises no discretion over plan assets and will not be considered a fiduciary as defined by ERISA (Employee Retirement Income Security Act) or any other State or Federal law or regulation.[48]

PREGNANCY

"Pregnancy" means a physical condition commencing with conception, and ending with miscarriage or birth.

PREVENTIVE CARE

"Preventive Care" means routine examinations or services provided when there is no objective indication or outward manifestation of impairment of normal health or normal bodily function, which is not provided for treatment or diagnosis of any Injury or Illness.

PROCEDURE BASED LIMIT

A Procedure Based Limit is the maximum amount the Plan will pay under any circumstances for any treatment, service or supply or combination of any treatments, services, or supplies that comprise a procedure covered by this Plan. In the event the amount of the Procedure Based Limit is less than the Plan's Maximum Eligible Expense, or any other limit upon payment stated in the Plan, the Procedure Based Limit shall prevail and be applied. The Procedure Based Limit shall be based upon a publicly available payment schedule including Medicare allowable amounts when applicable and other similar schedules in circumstances in which Medicare allowable amounts are inapplicable or unavailable. The specific Procedure Based Limit for any treatment, service or supply shall be based upon a mathematical formula using a multiple or percentage of the payment schedules referred to above and adopted by the Plan Supervisor and the Plan.

PROSTHETIC APPLIANCE

"Prosthetic Appliance" means a device or appliance that is designed to replace a natural body part lost or damaged due to Illness or Injury, the purpose of which is to restore full or partial bodily function or appearance, or in the case of Covered Dental Benefit, means any device which replaces all or part of a missing tooth or teeth.

PSYCHIATRIC CARE

"Psychiatric Care," also known as psychoanalytic care, means treatment for a Mental Illness or disorder, a functional nervous disorder, Alcoholism or drug addiction by a licensed psychiatrist, psychologist, Licensed Social Worker or Licensed Professional Counselor acting within the scope and limitations of his/her respective license, provided that such treatment is Medically Necessary as defined by the Plan, and within recognized and accepted professional psychiatric and psychological standards and practices.

[48] "Pre-Existing Condition" (General Definitions) removed by PPACA 2014 Compliance and Plan Changes Amendment effective 7/1/2014

PSYCHIATRIC FACILITY

"Psychiatric Facility" means a licensed institution that provides Mental Illness treatment and which provides for a psychiatrist who has regularly scheduled hours in the facility, and who assumes the overall responsibility for coordinating the care of all patients.

PSYCHOLOGIST

"Psychologist" means a person currently licensed in the state in which services are rendered as a psychologist and acting within the scope of his/her license.

QUALIFIED BENEFICIARY

"Qualified Beneficiary" means an Employee, former Employee or Dependent of an Employee or former Employee who is eligible to continue coverage under the Plan in accordance with applicable provisions of Title X of COBRA or Section 609(a) of ERISA in relation to QMCSO's.

"Qualified Beneficiary" will also include a child born to, adopted by or placed for adoption with an Employee or former Employee at any time during COBRA Continuation Coverage.

QMCSO

"QMCSO" means Qualified Medical Child Support Order as defined by Section 609(a) of ERISA, as amended.

REGISTERED NURSE

"Registered Nurse" means an individual who has received specialized nursing training and is authorized to use the designation of "R.N." and who is licensed by the state or regulatory agency in the state in which the individual performs such nursing services.

RETIREE

"Retiree" means an Employee who retires under a retirement program authorized by law and eligible to continue coverage with the Employer pursuant to the terms of 2-18-704 MCA as amended from time to time.

ROOM AND BOARD

"Room and Board" refers to all charges which are made by a Hospital, Hospice, or Skilled Nursing Facility as a condition of occupancy. Such charges do not include the professional services of Physicians or intensive nursing care by whatever name called.

SEMI-PRIVATE

"Semi-Private" refers to the class of accommodations in a Hospital or Skilled Nursing Facility in which at least two patient beds are available per room.

SKILLED NURSING FACILITY

"Skilled Nursing Facility" means an institution, or distinct part thereof, which meets all of the following conditions:

1. It is currently licensed as a long-term care facility or skilled nursing facility in the state in which the facility is located;

2. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mentally disabled persons, custodial or educational care, or care of mental disorders; and

3. It is certified by Medicare.

This term also applies to Incurred Expenses in an institution known as a Convalescent Nursing Facility, Extended Care Facility, Convalescent Nursing Home, or any such other similar nomenclature.

SPEECH THERAPY

"Speech Therapy" means a course of treatment, ordered by a Physician, to treat speech deficiencies or impediments.

USERRA

"USERRA" means the Uniformed Services Employment and Reemployment Rights Act, as amended.

RETIREMENT OF PUBLIC EMPLOYEES

For groups composed of public employees and officers, an employee who retires while the Plan is still in force and who meets the retirement eligibility established by law, may continue to remain a member of the Health Benefits Plan unless he/she becomes covered under another group health plan.

SPOUSE AND DEPENDENT CHILDREN COVERAGE

The spouse of a retired covered employee may remain a member of the group unless he/she becomes covered under another group health plan.

The surviving spouse of a retired covered employee shall be provided the opportunity to remain a member of the group as long as the spouse is eligible for retirement benefits accrued by the deceased covered employee unless he/she becomes covered under another group plan.

The surviving child of a deceased covered employee may remain a member of the group as long as he/she is eligible for retirement benefits accrued by the deceased covered employee unless he/she becomes covered under another group health plan.

Persons meeting these requirements who wish to remain members of the group must furnish satisfactory evidence of their qualifications to the Plan Supervisor within twenty (20) days after such eligibility commences and make arrangements for payment of premium through the County.

NOTICES

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT: Group health insurance issuers offering group health insurance coverage 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 normal 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).

IDENTIFICATION OF FUNDING: Your benefits under this plan will be paid from employee or employer contributions up to the limits defined in the Plan Document and Summary Plan Description (SPD). Benefits in excess of the amount stated in the stop loss policy are reimbursable to the employer by stop loss insurance, pursuant to the stop loss insurance contract or policy, subject, however, to the terms of this Plan and the stop loss insurance contract.

WOMEN'S HEALTH AND CANCER RIGHTS ACT: Did you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all states of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? Call your Plan Administrator for more information.

HIPAA PRIVACY AND SECURITY STANDARDS

These standards are intended to comply with all requirements of the Privacy and Security Rules of the Administrative Simplification Rules of HIPAA as stated in 45 CFR Parts 160, 162 and 164, as amended from time to time.

DEFINITIONS

"Protected Health Information" (PHI) means information, including demographic information, that identifies an individual and is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the physical or mental health of an individual, health care that individual has received, or the payment for health care provided to that individual. PHI does not include employment records held by the Plan Sponsor in its role as an employer.

"Summary Health Information" means information summarizing claims history, expenses, or types of claims by individuals enrolled in a group health plan and has had the following identifiers removed: names; addresses, except for the first three digits of the ZIP Code; dates related to the individual (ex: birth date); phone numbers; email addresses and related identifiers; social security numbers; medical record numbers; account or plan participant numbers; vehicle identifiers; and any photo or biometric identifier.

PRIVACY CERTIFICATION

The Plan Sponsor hereby certifies that the Plan Documents have been amended to comply with the privacy regulations by incorporation of the following provisions. The Plan Sponsor agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Documents or as required by law. Such uses or disclosures may be for the purposes of plan administration including, but not limited to, the following:

   A. Operational activities such as quality assurance and utilization management, credentialing, and certification or licensing activities; underwriting, premium rating or other activities related to creating, renewing or replacing health benefit contracts (including reinsurance or stop loss); compliance programs; business planning; responding to appeals, external reviews, arranging for medical reviews and auditing, and customer service activities. Plan administration can include management of carve-out plans, such as dental or vision coverage.

   B. Payment activities such as determining eligibility or coverage, coordination of benefits, determination of cost-sharing amounts, adjudicating or subrogating claims, claims management and collection activities, obtaining payment under a contract for reinsurance or stop-loss coverage, and related data-processing activities; reviewing health care services for medical necessity, coverage or appropriateness of care, or justification of charges; or utilization review activities.

   C. For purposes of this certification, plan administration does not include disclosing Summary Health Information to help the plan sponsor obtain premium bids; or to modify, amend or terminate group health plan coverage. Plan administration does not include disclosure of information to the Plan Sponsor as to whether the individual is a participant in; is an enrollee of or has disenrolled from the group health plan.

2. Ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;

3. Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;

4. Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;

5. Make available PHI as required to allow the Covered Person a right of access to his or her PHI as required and permitted by the regulations;

6. Make available PHI for amendment and incorporate any amendments into PHI as required and permitted by the regulations;

7. Make available the PHI required to provide an accounting of disclosures as required by the regulations;

8. Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to any applicable regulatory authority for purposes of determining the Plan's compliance with the law's requirements;

9. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure that the adequate separation required between the Plan and the Plan Sponsor is established. To fulfill this requirement, the Plan Sponsor will restrict access to nonpublic personal information to the Plan Administrator(s) designated in this Plan Document or employees designated by the Plan Administrator(s) who need to know that information to perform plan administration and healthcare operations functions or assist eligible persons enrolling and dis-enrolling from the Plan. The Plan Sponsor will maintain physical, electronic, and procedural safeguards that comply with applicable federal and state regulations to guard such information and to provide the minimum PHI necessary for performance of healthcare operations duties. The Plan Administrator(s) and any employee so designated will be required to maintain the confidentiality of nonpublic personal information and to follow policies the Plan Sponsor establishes to secure such information.

When information is disclosed to entities that perform services or functions on the Plan's behalf, such entities are required to adhere to procedures and practices that maintain the confidentiality of the Covered Person's nonpublic personal information, to use the information only for the limited purpose for which it was shared, and to abide by all applicable privacy laws.

SECURITY CERTIFICATION

The Plan Sponsor hereby certifies that its Plan Documents have been amended to comply with the security regulations by incorporation of the following provisions. The Plan Sponsor agrees to:

1. Implement and follow all administrative, physical, and technical safeguards of the HIPAA Security Rules, as required by 45 CFR §§164.308, 310 and 312.

2. Implement and install adequate electronic firewalls and other electronic and physical safeguards and security measures to ensure that electronic PHI is used and disclosed only as stated in the Privacy Certification section above.

3. Ensure that when any electronic PHI is disclosed to any entity that performs services or functions on the Plan's behalf, that any such entity shall be required to adhere to and follow all of the requirements for security of electronic PHI found in 45 CFR §§164.308, 310, 312, 314 and 316.

4. Report to the Plan Administrator or the Named Fiduciary of the Plan any attempted breach, or breach of security measures described in this certification, and any disclosure or attempted disclosure of electronic PHI of which the Plan Sponsor becomes aware.

HEALTH BENEFIT PLAN FOR EMPLOYEES OF
FLATHEAD COUNTY
PLAN SUMMARY

The following information, together with the information contained in this booklet, form the Summary Plan Description.

1. PLAN

The name of the Plan is the HEALTH BENEFIT PLAN FOR EMPLOYEES OF FLATHEAD COUNTY, which Plan describes the benefits, terms, limitations and provisions for payment of benefits to or on behalf of eligible Participants.

2. PLAN BENEFITS

This Plan provides benefits for covered expenses incurred by eligible participants for:

Hospital, Surgical, Medical, Maternity, other eligible medically related, necessary expenses.

3. PLAN EFFECTIVE DATE

This Plan was established effective July 1 1993.

4. PLAN SPONSOR

Name: Flathead County
Phone: (406) 758-5523
Address: 800 S. Main, Rm 219
Kalispell, MT 59901

5. PLAN ADMINISTRATOR

The Plan Administrator is the Plan Sponsor.

6. NAMED FIDUCIARY

Name: Flathead County
Phone: (406) 758-5523
Address: 800 S. Main, Rm 219
Kalispell, MT 59901

7. PLAN FISCAL YEAR

The Plan fiscal year ends June 30th.

8. PLAN TERMINATION

The right is reserved by the Sponsor to terminate, suspend, withdraw, amend or modify the Plan in whole or in part at any time.

9. IDENTIFICATION NUMBER

Plan Number: 501
Group Number: 0010675
Employer Identification Number: 81-6001361

10. PLAN SUPERVISOR

Name: Allegiance Benefit Plan Management, Inc.
Address: P.O. Box 3018
Missoula, MT 59806
(800) 877-1122

11. ELIGIBILITY

Employees and dependents of employees of the Sponsor may participate in the Plan based upon the eligibility requirements set forth by the Plan.

12. PLAN FUNDING

The Plan is funded by contributions from the employer and employees.

13. AGENT FOR SERVICE OF LEGAL PROCESS

The Plan Administrator has authority to control and manage the Plan and is the agent for service of legal process.

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