CORRECTED AMENDMENT #5
TO THE
PLAN DOCUMENT/SUMMARY PLAN DESCRIPTION

HEALTH BENEFIT PLAN
FOR EMPLOYEES OF
FLATHEAD COUNTY - Group #0010675

Effective July 1, 2015, the Health Benefit Plan for Employees of Flathead County is amended as follows:

Within the "**SCHEDULE OF BENEFITS**", the "**VISION BENEFIT**" is deleted in it's entirety.

Within the "**SCHEDULE OF BENEFITS**" section, the **"FLATHEAD CITY/COUNTY HEALTH DEPARTMENT SERVICES"** benefit is added immediately preceding the "**MAXIMUM BENEFIT PER BENEFIT PERIOD FOR ALL CAUSES**", as amended, as follows:

FLATHEAD CITY/COUNTY HEALTH DEPARTMENT SERVICES
*Deductible Waived, Benefit Percentage 100%**

**Dental Services are specifically excluded from this benefit.*

The **"FLATHEAD CITY/COUNTY HEALTH DEPARTMENT SCHEDULE"** is deleted in its entirety.

Within the "**PHARMACY BENEFIT**" section, the first paragraph is replaced as follows:

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.**

Within "**PHARMACY BENEFIT**" section, the 'COST SHARING PROVISIONS" subsection, as amended, is replaced as follows:

COST SHARING PROVISIONS

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 Employee + 1 or more Dependents $9,100**

Retirees and COBRA Participants Annual Out-of-Pocket Maximum per Benefit Period:
*Maximum per Covered Person $4,500**
*Maximum per 2 Covered Persons per Family $9,100**
*Maximum per 3 or more Covered Persons per Family $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.*

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)

*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 Maximum 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.

Within the "**PHARMACY BENEFIT**" section, the "COVERAGE" section, as amended, is replaced as follows:

COVERAGE

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.

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.

Within the "**PHARMACY BENEFIT**" section, the "COPAYMENT" subsection is replaced as follows:

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.*

Within the "**PHARMACY BENEFIT**" section, the "EXCLUSIONS" subsection, as amended, is replaced as follows:

EXCLUSIONS

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.

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

Within the "**MEDICAL BENEFITS**" section, the "VISION BENEFIT" subsection is deleted in its entirety.

The "**SCHEDULE OF VISION BENEFITS**" section is added immediately following the "**SCHEDULE OF DENTAL BENEFITS**" section as follows:

SCHEDULE OF VISION BENEFITS
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.

Within the ""**ELIGIBILITY PROVISIONS**" section, the "EMPLOYEE ELIGIBILITY" subsection is replaced as follows:

EMPLOYEE ELIGIBILITY

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.

Within the "**ELIGIBILITY PROVISIONS**" section, the "WAITING PERIOD" subsection, as amended, is replaced as follows:

WAITING PERIOD

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.*

Within the "**EFFECTIVE DATE OF COVERAGE** " section, the "PARTICIPANT COVERAGE" and the "DEPENDENT COVERAGE" subsections, as amended, are replaced as follows:

PARTICIPANT COVERAGE

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

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.

Within the "**TERMINATION OF COVERAGE** " section, the 'PARTICIPANT TERMINATION" subsection is replaced as follows:

PARTICIPANT TERMINATION

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.

Within the "**TERMINATION OF COVERAGE**" section, the "REINSTATEMENT OF COVERAGE" subsection, as amended, is replaced as follows:

REINSTATEMENT OF COVERAGE

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.

Within the **"GENERAL DEFINITIONS"** section, under the "EXPERIMENTAL/INVESTIGATIONAL" definition, item #4 is replaced as follows:

4. 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

Within the "**GENERAL DEFINITIONS**" section, the definition of "EMPLOYEE" is replaced as follows:

EMPLOYEE

"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.

Nothing in this amendment is deemed to change any other provision of the Plan Document of which it becomes a part.

FLATHEAD COUNTY

BY: Pamela J Holmquist

TITLE: Chairperson, Board of County Commissioners

SEAL OF FLATHEAD COUNTY - STATE OF MT - COMMISSIONERS OFFICE