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Article I: General Conditions

1.1 Certificate. This Certificate of Coverage (Certificate) is issued to Medicaid Program recipients who have enrolled in UnitedHealthcare Community Plan, Inc. (UnitedHealthcare Community Plan). The terms and conditions of this certificate are governed by the compiled laws of the State of Michigan and the Medicaid benefits that UnitedHealthcare Community Plan is required to provide pursuant to its Medicaid Agreement with the State of Michigan. By enrolling in UnitedHealthcare Community Plan, the Member agrees to abide by the terms and conditions of this Certificate.

1.2 Rights and Responsibilities. This Certificate describes and states the rights and obligations of Members and UnitedHealthcare Community Plan. It is the Member’s responsibility to read and understand this Certificate. Section 9.2 of this Certificate lists the Covered Services to which Members are entitled under the terms and conditions of this Certificate. In some circumstances, certain medical services, equipment, and supplies are not covered or may require prior approval of UnitedHealthcare Community Plan. It is also the Member’s responsibility to understand your rights as a Member as set forth in the Member Handbook.

1.3 Execution of Certificate. Members acknowledge and agree that a Member’s execution of the Application shall be deemed to be his/her execution of this entire Certificate. The Application, this Certificate, the Member Handbook, and the UnitedHealthcare Community Plan ID Card(s) issued to the Member constitute the Member Agreement between UnitedHealthcare Community Plan and the Member.

1.4 Waiver by UnitedHealthcare Community Plan, Amendments. Only authorized officers of UnitedHealthcare Community Plan have authority to waive any conditions or restrictions of this Certificate, to extend the time for making payment, or to bind UnitedHealthcare Community Plan by making a promise or representation or by giving or receiving any information. All changes to this Certificate must be in writing and signed by an authorized officer of UnitedHealthcare Community Plan, and must be approved by the Office of Financial and Insurance Regulation.

1.5 Assignment. All rights of a Member to receive Covered Services under the Member Agreement are personal and may not be assigned to any other person or entity. Any attempts to assign the Member Agreement or any rights under the Member Agreement may result in termination of coverage for the Member.

Article II: Definitions

2.1 Applicability The definitions in this Article II are applicable throughout this Certificate and any amendments, addenda, or appendices to this Certificate.

2.2 Application means the Member Application form which a Medicaid recipient or beneficiary is required to complete and sign to enroll himself or herself and eligible persons in his or her household in the State of Michigan Medical Assistance Program as administered by the Michigan Department of Human Services.

2.3 UnitedHealthcare Community Plan is a for profit corporation that operates as a health maintenance organization based on a Certificate of Authority issued by the State of Michigan’s Department of Insurance and Financial Services (DIFS).
2.4 **Certificate** means this contract or Member Agreement between UnitedHealthcare Community Plan and Members, including all amendments, addenda, appendices and riders.

2.5 **Co-payment** means the amount which a Member may be required to pay directly to a Participating Provider or a Non-Participating Provider for certain Covered Services as set forth in Article IX of this Certificate.

2.6 **Cosmetic Surgery** means those procedures which improve physical appearance, but which do not correct or materially improve a physiological function, and are not Medically Necessary.

2.7 **Covered Services** mean the Medically Necessary services, equipment and supplies set forth in Section 9.2 of this Certificate, which are subject to all of the terms and conditions of this Certificate and those services that UnitedHealthcare Community Plan is required to provide pursuant to its Medicaid Agreement.

2.8 **Department** means the Michigan Department of Community Health or its successor agency which is duly authorized to regulate health maintenance organizations and administer the Medicaid Program in the State of Michigan.

2.9 **DIFS** means the Department of Insurance and Financial Services or its successor agency which is duly authorized to regulate health maintenance organizations in the State of Michigan.

2.10 **Emergency Services** mean those services necessary to treat an emergency medical condition. Emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent lay person, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

2.11 **Experimental, Investigational or Research Medical, Surgical or Other Health Care Drug, Device, Treatment or Procedure** means a drug, device, treatment or procedure meeting one or more of the following criteria: (a) it cannot be lawfully marketed without the approval of the Food and Drug Administration (FDA) and such approval has not been granted at the time of its use or proposed use; (b) it is the subject of a current investigational new drug or new device application on file with the FDA; (c) it is being provided pursuant to a Phase I or Phase II clinical trial or as the experimental or research arm of a Phase III clinical trial; (d) it is being provided pursuant to a written protocol which describes among its objectives the determination of safety, efficacy or efficiency in comparison to conventional alternatives; (e) it is described as experimental, investigational or research by informed consent or patient information documents; (f) it is being delivered or should be delivered subject to the approval and supervision of an Institutional Review Board (IRB) as required and defined by federal regulations, particularly those of the FDA or the Department of Health and Human Services (HHS) or successor agencies, or of a human subjects (or comparable) committee; (g) the predominant opinion among experts as expressed in the published authoritative medical investigational or research settings; (h) the predominant opinion among experts as expressed in the published authoritative medical or scientific literature is that further experiment, investigation or research is necessary in order to define safety, toxicity, effectiveness or efficiency compared with conventional...
2.12 **Family Planning Services** means any medically approved means, including diagnostic evaluation, drugs, supplies, devices, and related counseling, for the purpose of voluntarily preventing or delaying pregnancy or for the detection or treatment of sexually transmitted diseases.

2.13 **Health Professional** means a health care provider who is appropriately licensed, certified or otherwise qualified to deliver health services pursuant to Michigan law.

2.14 **Hospice Services** means services provided by a licensed or Medicare certified Hospice that are primarily furnished to provide pain relief, symptom management and supportive services to the terminally ill and their families. Hospice Services may be provided in the home, adult foster care facility, home for the aged, Long Term Care Facility, alternative intermediate services home, or an inpatient Hospice setting.

2.15 **Hospital** means an acute care facility licensed as a hospital by the State of Michigan which is primarily engaged in providing, on an inpatient basis, medical care and treatment of sick and injured persons through medical, diagnostic, and major surgical facilities.

2.16 **Hospital Services** mean those Covered Services which are provided by a Hospital.

2.17 **Long Term Care Facility** means a facility licensed and certified by the Department to provide inpatient nursing care services.

2.18 **Medicaid Agreement** is the contract between the State of Michigan and UnitedHealthcare Community Plan under which UnitedHealthcare Community Plan agrees to arrange for the delivery of Covered Services for Members.

2.19 **Medicaid Program** means the Department’s program for Medical Assistance under Section 105 of Public Act 280 of 1939, as amended, MCL 400.105, and Title XIX of the Federal Social Security Act, 42. U.S.C. 1396 et seq., as amended.

2.20 **Medical Director** means a Physician designated by UnitedHealthcare Community Plan to supervise and manage the medical aspects of UnitedHealthcare Community Plan programs and services.

2.21 **Medically Necessary** means Covered Services provided by a provider which are required to identify, treat or avoid an illness or injury to a Member, which as determined by UnitedHealthcare Community Plan Medical Director or designee or UnitedHealthcare Community Plan utilization management process for the purposes of payment only, are (i) consistent with the symptoms or diagnosis and treatment of the Member’s condition, disease, ailment or injury; (ii) appropriate with regard to standards of medical practice; (iii) not primarily for the convenience of the Member, the Member’s attending or treating physician, or another health care provider; (iv) and the most appropriate supply or level of service which can be safely provided to a Member. Not all Medically Necessary services are Covered Services under this Certificate.

2.22 **Medicare** means the program established under Title XVIII of the Federal Social Security Act, 42 U.S.C. 1395 et seq.

2.23 **Member** means a Medicaid Program recipient enrolled in UnitedHealthcare Community Plan and on whose behalf the Department has paid a Premium in accordance with the Medicaid Agreement.
2.24 **Member Agreement** means this Certificate, the Member's Application, the Member Handbook, and the UnitedHealthcare Community Plan ID Card issued by UnitedHealthcare Community Plan to the Member.

2.25 **Non-Covered Services** means those medical and health care services, equipment and supplies which are not Covered Services.

2.26 **Non-Participating Provider** means a Health Professional, Hospital, healthcare entity or health care professional that has not contracted with UnitedHealthcare Community Plan to provide Covered Services to Members.

2.27 **Participating Hospital** means a Hospital that contracts with UnitedHealthcare Community Plan to provide Covered Services to Members.

2.28 **Participating Physician** means a Physician that contracts with UnitedHealthcare Community Plan to provide Covered Services to Members.

2.29 **Participating Provider** means a Health Professional, Hospital or other entity that contracts with UnitedHealthcare Community Plan to provide Covered Services to Members.

2.30 **Physician** means a Doctor of Medicine (MD) or Doctor of Osteopathy (DO) licensed to practice medicine in the State of Michigan.

2.31 **Premium** means the amount prepaid by the Department for Members to secure Covered Services.

2.32 **Primary Care Provider** means a Participating Provider who is responsible for providing, arranging, and coordinating all aspects of a Member's health care.

2.33 **Service Area** means the areas in which UnitedHealthcare Community Plan has been authorized by DIFS and MDCH to provide services to Members.

2.34 **Specialist Provider** means a Participating Provider, other than a Primary Care Provider, who provides Covered Services to Members upon referral by the Primary Care Provider and, if required, prior authorization by UnitedHealthcare Community Plan.

2.35 **Urgent Care** means covered services that are not Emergency Services, but are Medically Necessary and immediately required as a result of an unforeseen illness, injury, or condition.

**Article III: Eligibility**

3.1 **Member Eligibility.** To be eligible to enroll in UnitedHealthcare Community Plan an individual must:

A. Be eligible for the Medicaid Program as determined by the Department; and

B. Reside within the Service Area.

3.2 **Effective Date of Eligibility.** If a Member is determined eligible during a month, he or she is eligible for the entire month. In some cases, Members may be retroactively determined eligible. Once a Member (other than a newborn) is determined to be Medicaid eligible, eligibility will occur on the first day of the first available month following the eligibility determination. UnitedHealthcare Community Plan is not responsible for paying for health care services prior to the date of enrollment in their health plan, except for newborns (Refer to ll-G6). If the Member is in an inpatient hospital setting on the date of enrollment (first day of the month), UnitedHealthcare Community Plan will not be responsible for the inpatient stay or any charges incurred prior to the date of discharge. UnitedHealthcare Community Plan will be responsible for all care from the date of discharge forward. Similarly, if a Member is disenrolled from UnitedHealthcare Community Plan and is in an inpatient
hospital setting on the date of disenrollment, UnitedHealthcare Community Plan will be responsible for all charges incurred until the date of discharge.

3.3 **Newborn Eligibility.** Newborns of eligible Members who were enrolled at the time of the child’s birth will be automatically enrolled with UnitedHealthcare Community Plan.

3.4 **Children’s Special Health Care Services (CSHCS).** High quality health care and case management services with a coordinated care plan to those eligible for Michigan Medicaid — Children’s Special Health Care Services (CSHCS).

CSHCS is a state of Michigan program that serves children, and some adults, with special health care needs. CSHCS covers more than 2,700 medical diagnoses.

3.5 **Final Determination.** In all cases, the Department shall make the final determination of an individual’s eligibility to enroll and continue enrollment in UnitedHealthcare Community Plan.

### Article IV: Enrollment

4.1 **Newborns.** A Member’s newborn child is automatically enrolled in UnitedHealthcare Community Plan from the date of birth. UnitedHealthcare Community Plan is required to notify the Department of the birth of the newborn within the time period required under the Medicaid Agreement.

4.2 **Change of Residency.** A Member must notify the Department and UnitedHealthcare Community Plan when the Member changes his or her residence to a location outside of the Service Area. The Member will be eligible to receive Covered Services until he or she is disenrolled from UnitedHealthcare Community Plan as determined by the Department.

### Article V: Effective Date of Coverage

5.1 **Effective Dates of Enrollment.** A Member’s enrollment in UnitedHealthcare Community Plan and coverage under this Certificate will become effective on the date determined by the Department and UnitedHealthcare Community Plan in accordance with the Medicaid Agreement.

5.2 **Notification.** UnitedHealthcare Community Plan will notify a Member of the effective date of coverage.

### Article VI: Relationship With Participating and Non-Participating Providers

6.1 **Selecting a Primary Care Provider.** Each Member must select a Primary Care Provider. If the Member is a minor or otherwise incapable of selecting a Primary Care Provider on his or her own behalf, the adult responsible for the Member must select a Primary Care Provider on behalf of such Member. UnitedHealthcare Community Plan reserves the right to select a Primary Care Provider for the Member in the event that he or she does not select a Primary Care Provider within thirty (30) days of becoming a UnitedHealthcare Community Plan Member. UnitedHealthcare Community Plan also reserves the right to select a Primary Care Provider for the Member in the event that the contract between UnitedHealthcare Community Plan and the Primary Care Provider is revoked, if the Primary Care Provider no longer acts in the capacity as the Member’s Primary Care Provider, if the Primary Care Provider elects not to provide medical services to the Member or if the Member was assigned to a Primary Care Provider in error or by mistake.
UnitedHealthcare Community Plan will use prescribed guidelines to make such a selection.

6.2 **Role of Primary Care Provider.** The Member’s Primary Care Provider provides or coordinates, in conjunction with UnitedHealthcare Community Plan, health care services to a Member, including, but not limited to: referrals to Specialist Providers, ordering lab tests and x-rays, prescribing medicines or therapies, arranging hospitalization, and generally coordinating a Member’s medical care as appropriate.

6.3 **Changing a Primary Care Provider.** A Member may change his or her Primary Care Provider by contacting UnitedHealthcare Community Plan Customer Service Department. All changes must be approved in advance by the Customer Service Department who will then notify the Member of the effective date of the change.

6.4 **Specialist Physicians and Other Participating Providers.** Members must obtain referrals from their Primary Care Provider and, when required, authorization in advance from UnitedHealthcare Community Plan in order to receive Covered Services from Specialist Providers and other Participating Providers except as otherwise specified in this Certificate. In the event that a Participating Provider is not available to render Covered Services to Members, authorization in advance from UnitedHealthcare Community Plan will be considered.

6.5 **Self-Referral to Participating Providers Without Authorization.** A Member may be financially responsible for payment for medical services, equipment or supplies, except Emergency Services, if the Member does not obtain the necessary referral or authorization from his or her Primary Care Provider or UnitedHealthcare Community Plan in advance. Under circumstances expressly identified in this Certificate, a Member may receive medically necessary services without a referral from a PCP for services only identified below:

A. Well woman care from a participating OB/GYN.
B. Certified Nurse Midwife Services.
C. Certified pediatric and family nurse practitioner services.
D. Family Planning from any family planning clinic.
E. Immunizations from the Health Department.
F. Pediatrician visits made by a child under the age of eighteen (18) to any participating pediatrician.
G. Vision services from any participating optometrist.
H. Chiropractic care visits from any participating chiropractor for up to eighteen (18) visits every calendar year for subluxation of the spine.
I. Short term outpatient behavioral health care from any participating behavioral health provider or at any Federally Qualified Health Center (FQHC), Rural Health Center (RHC), Child and Adolescent Health Center (CAHC) or Tribal Health Center (THC) for up to twenty (20) visits every calendar year.
J. Non-emergency transportation or gas reimbursement services from a UnitedHealthcare Community Plan authorized transportation provider.

K. **Federally Qualified Health Centers (FQHC’s) Rural Health Centers (RHC’s), Child and Adolescent Health Centers (CAHC’s), Tribal Health Centers (THC’s).** Members may go to any FQHC, RHC, CAHC, or THC without being sent by their
PCP even if it is not a UnitedHealthcare Community Plan provider. They will not have an extra copay.

6.6 **Non-Participating Providers.** Members are not financially responsible for payment of Covered Services, furnished by Non-Participating Providers, if:

A. The provider has failed to inform the Member in writing that the health care services are not covered by UnitedHealthcare Community Plan;

B. The provider failed to obtain authorization in advance from UnitedHealthcare Community Plan or failed to submit a claim to UnitedHealthcare Community Plan within one (1) year of the date of service; and

C. There is a difference between the providers charge and UnitedHealthcare Community Plan payment to the provider.

6.7 **Independent Contractors.** UnitedHealthcare Community Plan does not itself undertake to directly furnish any health care service under this Agreement. The obligations of UnitedHealthcare Community Plan are limited to arranging for the provision of Covered Services to Members. Participating Providers and Non-Participating Providers are solely responsible for exercising independent medical judgments. UnitedHealthcare Community Plan is solely responsible for making benefit determinations in accordance with the Member Agreement, the Medicaid Agreement and its contracts with Participating Providers, but it expressly disclaims any right or responsibility to make medical treatment decisions. Such decisions may only be made by Participating Providers in consultation with the Member. A Participating Provider and a Member may elect to continue medical treatments despite UnitedHealthcare Community Plan denial of coverage for such treatments. Members may appeal any of UnitedHealthcare Community Plan benefit decisions in accordance with UnitedHealthcare Community Plan Member Grievance and Appeal Procedure.

6.8 **Termination of Provider’s Participation.** UnitedHealthcare Community Plan or a Participating Provider may terminate their contract or limit the number of Members that the Participating Provider will accept as patients during the term of this Agreement. UnitedHealthcare Community Plan does not represent or promise that a specific Participating Provider will be available to render services throughout the period that a Member is enrolled in UnitedHealthcare Community Plan. If a Member’s Primary Care Provider no longer acts as a Primary Care Provider, the Member must select another Primary Care Provider. If a Participating Provider who is rendering services to a Member ceases to be a Participating Provider, the Member must cooperate with his or her Primary Care Provider to select another Participating Provider to render Covered Services.

To make sure care a Member started can be finished, UnitedHealthcare Community Plan will work with the Member’s treating doctor. The Member can continue treatment for up to 90 days if:

- The Member is a new member and is in an on-going course of care with a non UnitedHealthcare Community Plan provider.
- UnitedHealthcare Community Plan ends a contract with a UnitedHealthcare Community Plan provider for reason other than cause.
• If a Member is less than 13 weeks pregnant the Member will need to see a UnitedHealthcare Community Plan provider for all her care.

• If a Member is over 13 weeks pregnant the Member can continue to see their current OB/GYN provider until their postpartum care for that delivery is complete.

6.9 Inability to Establish or Maintain a Provider-Patient Relationship. If a Member is unable to establish or maintain a satisfactory relationship with a Primary Care Provider or a Specialist Provider to whom the Member is referred, UnitedHealthcare Community Plan may:

A. Request the Member to select another Primary Care Provider; or

B. Arrange to have the Member’s Primary Care Provider refer such Member to another Specialist Physician; or

C. Initiate the Member’s disenrollment in accordance with the Medicaid Agreement.

6.10 Refusal to Follow Participating Provider’s Orders. A Member may refuse to accept or follow a Participating Provider’s treatment recommendations or orders. The Participating Provider may request the Member to select another Participating Provider if he or she cannot maintain a satisfactory relationship with the Member because of the Member’s refusal to follow his or her orders.

The Member may request the Medical Director to designate another Participating Provider to render a second opinion if the Member refuses to follow a Participating Provider’s treatment recommendations or orders. If the Member does not request a second opinion, or if the second Participating Provider agrees that there is no acceptable alternative method of treating the condition, the Member shall be financially responsible for payment for any medical services, equipment or supplies which are not ordered by the first Participating Provider. The Medical Director will resolve any disagreement between the first and second opinions concerning the treatment of a Member’s condition.

Article VII: Members’ Rights and Responsibilities

7.1 Release and Confidentiality of Member Medical Records.

7.1.1 Clinical information from medical records of Members and information received from Participating and Non-Participating Providers shall be kept confidential by UnitedHealthcare Community Plan and not be disclosed to third parties without the prior written consent of the Member, except (a) in connection with the bona fide use of anonymous data for medical research, education, or statistical studies; (b) as permitted or required by federal or state law including the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach-Bliley Act of 1999; (c) in connection with UnitedHealthcare Community Plan utilization review, quality assurance and case and disease management programs; (d) or necessary to effectively administer and enforce a healthcare information transaction.

7.1.2 Pursuant to the authorization contained in and upon a Member’s or authorized person’s signature on the Medicaid Application, UnitedHealthcare Community Plan shall have the right to receive the release of medical information from Participating Providers and Non-Participating Providers regarding the Member as necessary to implement and administer the Medicaid Agreement, the Member Agreement, subject to the applicable requirements established by state and federal law.
7.1.3 Each Member authorizes Participating and Non-Participating Providers to disclose information concerning his or her care, treatment, and physical condition to UnitedHealthcare Community Plan on request and to permit copying of provider records by UnitedHealthcare Community Plan. Each Member further agrees to cooperate with UnitedHealthcare Community Plan and its Participating Providers by providing health history information and by assisting in obtaining prior medical records when requested. When necessary, the Member shall sign an authorization for release of all of his or her medical records.

7.1.4 Upon request, adult Members, or authorized persons on behalf of Members, may review their own medical records and those of minor Members in their household in accordance with state and federal law. Such review shall take place at the offices of the Participating Provider during regular business hours and at a time reasonably specified by the Participating Provider.

7.1.5 UnitedHealthcare Community Plan Privacy Notice

Privacy Practices Notice for Medical Information

Privacy Practices Notice for Financial Information

Member Rights And Responsibilities

HEALTH PLAN NOTICES OF PRIVACY PRACTICES

THIS NOTICE SAYS HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND SHARED. IT SAYS HOW YOU CAN GET ACCESS TO THIS INFORMATION. READ IT CAREFULLY.

Effective September 23, 2013

We must by law protect the privacy of your health information (“HI”). We must send you this notice. It tells you:

• How we may use your HI.
• When we can share your HI with others.
• What rights you have to your HI.

We must by law follow the terms of this notice.

“Health information” (or HI) in this notice means information that can be used to identify you. And it must relate to your health or health care services. We have the right to change our privacy practices. If we change them, we will, in our next annual mailing, either mail you a notice or provide you the notice by e-mail, if permitted by law. We will post the new notice on your health plan website UHCCommunityPlan.com. We have the right to make the changed notice apply to HI that we have now and to future information. We will follow the law and give you notice of a breach of your HI.

We collect and keep your HI so we can run our business. HI may be oral, written or electronic. We limit access to all types of your HI to our employees and service providers who manage your coverage and provide services. We have physical, electronic and procedural safeguards per federal standards to guard your HI.
How We Use or Share Information

We must use and share your HI if asked for by:

- You or your legal representative.
- The Secretary of the Department of Health and Human Services to make sure your privacy is protected.

We have the right to use and share HI. This must be for your treatment, to pay for care and to run our business. For example, we may use and share it:

- **For Payments.** This also may include coordinating benefits. For example, we may tell a provider if you are eligible for coverage and how much of the bill may be covered.
- **For Treatment** or managing care. For example, we may share your HI with providers to help them give you care.
- **For Health Care Operations** related to your care. For example, we may suggest a disease management or wellness program. We may study data to see how we can improve our services.
- **To tell you about Health Programs or Products.** This may be other treatments or products and services. These activities may be limited by law.
- **For Plan Sponsors.** We may give enrollment, disenrollment and summary HI to an employer plan sponsor. We may give them other HI if they agree to limit its use per federal law.
- **For Underwriting Purposes.** We may use your HI to make underwriting decisions but we will not use your genetic HI for underwriting purposes.
- **For Reminders** on benefits or on care, such as appointment reminders.

We may use or share your HI as follows:

- **As Required by Law.**
- **To Persons Involved With Your Care.** This may be to a family member. This may happen if you are unable to agree or object. Examples are an emergency or when you agree or fail to object when asked. If you are not able to object, we will use our best judgment. Special rules apply for when we may share HI of people who have died.
- **For Public Health Activities.** This may be to prevent disease outbreaks.
- **For Reporting Abuse, Neglect or Domestic Violence.** We may only share with entities allowed by law to get this HI. This may be a social or protective service agency.
- **For Health Oversight Activities** to an agency allowed by the law to get the HI. This may be for licensure, audits and fraud and abuse investigations.
- **For Judicial or Administrative Proceedings.** To answer a court order or subpoena.
- **For Law Enforcement.** To find a missing person or report a crime.
- **For Threats to Health or Safety.** This may be to public health agencies or law enforcement. An example is in an emergency or disaster.
- **For Government Functions.** This may be for military and veteran use, national security, or the protective services.
- **For Workers’ Compensation.** To comply with labor laws.
- **For Research.** To study disease or disability, as allowed by law.
- **To Give Information on Decedents.** This may be to a coroner or medical examiner. To identify the deceased, find a cause of death or as stated by law. We may give HI to funeral directors.
- **For Organ Transplant.** To help get, store or transplant organs, eyes or tissue.
- **To Correctional Institutions or Law Enforcement.** For persons in custody: (1) To give health care; (2) To protect your health and the health of others; (3) For the security of the institution.
- **To Our Business Associates** if needed to give you services. Our associates agree to protect your HI. They are not allowed to use HI other than as allowed by our contract with them.
• **Other Restrictions.** Federal and state laws may limit the use and sharing of highly confidential HI. This may include state laws on:
  1. HIV/AIDS
  2. Behavioral health
  3. Genetic tests
  4. Alcohol and drug abuse
  5. Sexually transmitted diseases (STD) and reproductive health
  6. Child or adult abuse or neglect or sexual assault

If stricter laws apply, we aim to meet those laws. Attached is a “Federal and State Amendments” document.

Except as stated in this notice, we use your HI only with your written consent. This includes getting your written consent to share psychotherapy notes about you, to sell your HI to other people, or to use your HI in certain promontional mailings. If you allow us to share your HI, we do not promise that the person who gets it will not share it. You may take back your consent, unless we have acted on it. To find out how, call the phone number on the back of your ID card.

### Your Rights

You have a right:

• **To ask us to limit** use or sharing for treatment, payment, or health care operations. You can ask to limit sharing with family members or others involved in your care or payment for it. We may allow your dependents to ask for limits. **We will try to honor your request, but we do not have to do so.**

• **To ask to get confidential communications** in a different way or place. (For example, at a P.O. Box instead of your home.) We will agree to your request when a disclosure could endanger you. We take verbal requests. You can change your request. This must be in writing. Mail it to the address below.

• **To see or get a copy** of certain HI that we use to make decisions about you. You must ask in writing. Mail it to the address below. If we keep these records in electronic form, you will have the right to ask for an electronic copy to be sent to you. You can ask to have your record sent to a third party. We may send you a summary. We may charge for copies. We may deny your request. If we deny your request, you may have the denial reviewed.

• **To ask to amend.** If you think your HI is wrong or incomplete you can ask to change it. You must ask in writing. You must give the reasons for the change. Mail this to the address below. If we deny your request, you may add your disagreement to your HI.

• **To get an accounting** of HI shared in the six years prior to your request. This will not include any HI shared: (i) For treatment, payment, and health care operations; (ii) With you or with your consent; (iii) With correctional institutions or law enforcement. This will not list the disclosures that federal law does require us to track.

• **To get a paper copy of this notice.** You may ask for a copy at any time. Even if you agreed to get this notice electronically, you have a right to a paper copy. You may also get a copy at our website, UHCCommunityPlan.com.

### Using Your Rights

• **To Contact your Health Plan.** Call the phone number on the back of your ID card. Or you may contact the UnitedHealth Group Call Center at 1-866-633-2446 (TTY: 711).

• **To Submit a Written Request.**
  
  Mail to:
  
  UnitedHealthcare Government Programs Privacy Office
  MN006-W800
  P.O. Box 1459
  Minneapolis, MN 55440

• **To File a Complaint.** If you think your privacy rights have been violated, you may send a complaint at the address above.
You may also notify the Secretary of the U.S. Department of Health and Human Services. We will not take any action against you for filing a complaint.


THIS NOTICE SAYS HOW YOUR FINANCIAL INFORMATION MAY BE USED AND SHARED. IT SAYS HOW YOU CAN GET ACCESS TO THIS INFORMATION. REVIEW IT CAREFULLY.

Effective September 23, 2013

We protect your “personal financial information” (“FI”). This means non-health information about someone with health care coverage or someone applying for coverage. It is information that identifies the person and is generally not public.

Information We Collect
We get FI about you from:

- Applications or forms. This may be name, address, age and social security number.
- Your transactions with us or others. This may be premium payment data.

Sharing of FI
We do not share FI about our members or former members, except as required or permitted by law.

To run our business, we may share FI without your consent to our affiliates. This is to tell them about your transactions, such as premium payment.

- To our corporate affiliates, which include financial service providers, such as other insurers, and non-financial companies, such as data processors;
- To other companies for our everyday business purposes, such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations; and
• To other companies that perform services for us, including sending promotional communications on our behalf.

Confidentiality and Security
We limit access to your FI to our employees and service providers who manage your coverage and provide services. We have physical, electronic and procedural safeguards per federal standards to guard your FI.

Questions About This Notice
If you have any questions about this notice, please call the toll-free member phone number on the back of your health plan ID card or contact the UnitedHealth Group Customer Call Center at 1-866-633-2446 (TTY: 711).

2 For purposes of this Financial Information Privacy Notice, “we” or “us” refers to the entities listed in footnote 1, beginning on the first page of the Health Plan Notices of Privacy Practices, plus the following UnitedHealthcare affiliates: AmeriChoice Health Services, Inc.; Dental Benefit Providers, Inc.; HealthAllies, Inc.; MAMSI Insurance Resources, LLC; Managed Physical Network, Inc.; OneNet PPO, LLC; Oxford Benefit Management, Inc.; Oxford Health Plans LLC; Physicians Choice Insurance Services, LLC; ProcessWorks, Inc.; Spectera, Inc.; UMR, Inc.; Unison Administrative Services, LLC; United Behavioral Health of New York I.P.A., Inc.; United HealthCare Services, Inc.; UnitedHealth Advisors, LLC; UnitedHealthcare Service LLC; UnitedHealthcare Services Company of the River Valley, Inc.; UnitedHealthOne Agency, Inc. This Financial Information Privacy Notice only applies where required by law. Specifically, it does not apply to (1) health care insurance products offered in Nevada by Health Plan of Nevada, Inc. and Sierra Health and Life Insurance Company, Inc.; or (2) other UnitedHealth Group health plans in states that provide exceptions for HIPAA covered entities or health insurance products.
We will not use and/or disclose information regarding certain public assistance programs except for certain purposes.
KY, MO, NJ, SD

We must comply with additional restrictions prior to using or disclosing your health information for certain purposes.
KS

Prescriptions
We are allowed to disclose prescription-related information only (1) under certain limited circumstances, and/or (2) to specific recipients.
ID, NH, NV

Communicable Diseases
We are allowed to disclose communicable disease information only (1) under certain limited circumstances, and/or (2) to specific recipients.
AZ, IN, KS, MI, NV

Sexually Transmitted Diseases and Reproductive Health
We are allowed to disclose sexually transmitted disease and/or reproductive health information only (1) under certain limited circumstances, and/or (2) to specific recipients.
CA, FL, IN, KS, MI, MT, NJ, NV, PR, WA, WY

Alcohol and Drug Abuse
We are allowed to use and disclose alcohol and drug abuse information (1) under certain limited circumstances, and/or disclose only (2) to specific recipients.
AR, CT, GA, KY, IL, IN, IA, LA, MN, NC, NH, OH, WA, WI

Disclosures of alcohol and drug abuse information may be restricted by the individual who is the subject of the information.
WA

Genetic Information
We are not allowed to disclose genetic information without your written consent.
CA, CO, IL, KS, KY, LA, NY, RI, TN, WY

We are allowed to disclose genetic information only (1) under certain limited circumstances and/or (2) to specific recipients.
AK, AZ, FL, GA, IA, MD, MA, MO, NJ, NV, NH, NM, OR, RI, TX, UT, VT

Restrictions apply to (1) the use, and/or (2) the retention of genetic information.
FL, GA, IA, LA, MD, NM, OH, UT, VA, VT

HIV / AIDS
We are allowed to disclose HIV/AIDS-related information only (1) under certain limited circumstances and/or (2) to specific recipients.
AZ, AR, CA, CT, DE, FL, GA, IA, IL, IN, KS, KY, ME, MI, MO, MT, NY, NC, NH, NM, NV, OR, PA, PR, RI, TX, VT, WV, WA, WI, WY

Certain restrictions apply to oral disclosures of HIV/AIDS-related information.
CT, FL

We will collect certain HIV/AIDS-related information only with your written consent.
OR

Behavioral Health
We are allowed to disclose behavioral health information only (1) under certain limited circumstances and/or (2) to specific recipients.
CA, CT, DC, IA, IL, IN, KY, MA, MI, NC, NM, PR, TN, WA, WI

Disclosures may be restricted by the individual who is the subject of the information.
WA

Certain restrictions apply to oral disclosures of behavioral health information.
CT

Certain restrictions apply to the use of behavioral health information.
ME

Child or Adult Abuse
We are allowed to use and disclose child and/or adult abuse information only (1) under certain limited circumstances, and/or disclose only (2) to specific recipients.
AL, CO, IL, LA, MD, NE, NJ, NM, NY, RI, TN, TX, UT, WI
Member Rights and Responsibilities

Your Rights

• To be treated with respect, consideration and recognition of your dignity and right to privacy no matter what your race, religion, color, age, sex, health condition, familial status, height, weight, disability or veteran’s status.
• To receive information about all health services including a clear explanation of how to obtain services.
• To choose a personal doctor from our list of UnitedHealthcare Community Plan Primary Care Providers (PCPs).
• To file a grievance, to request a fair hearing or have an external review under the Patient’s Right to Independent Review Act.
• To voice grievances or appeals about UnitedHealthcare Community Plan or the care it provides.
• To make recommendations regarding UnitedHealthcare Community Plan’s member rights and responsibilities policies.
• To expect that your medical records and communications will be treated in a confidential manner as required by law.
• To expect UnitedHealthcare Community Plan staff and providers to comply with all enrollee rights requirements.
• To receive full information from your PCP or health care provider as to the nature and consequence of any treatment, test or procedure that may be involved in your health care.
• To participate in decisions involving your health care and make decisions to accept or refuse medical treatment or surgical treatment from your health care provider.
• To candid discussion of appropriate or medically necessary treatment options for your conditions, regardless of cost or benefit coverage.
• To ask for and receive information about UnitedHealthcare Community Plan, its services, its organization, UnitedHealthcare Community Plan providers and practitioners who provide health care services.
• To ask if UnitedHealthcare Community Plan has special financial arrangements with UnitedHealthcare Community Plan providers that can affect the use of referrals and other services that you might need. To get information, call UnitedHealthcare Community Plan and ask for information about our physician payment arrangements.
• To see any UnitedHealthcare Community Plan OB/GYN for well-woman exams or obstetrical care without a referral from your PCP.
• To see any UnitedHealthcare Community Plan pediatrician if you are under the age of 18 without a referral from your PCP.
• To get a copy of these rights and responsibilities or have them explained to you if you have any questions.

Your Responsibilities

• To be an informed member. Read your Member Handbook and call UnitedHealthcare Community Plan if you have any questions.
• To understand your health problems and participate in developing mutually agreed-upon treatment goals to the degree possible.
• To call UnitedHealthcare Community Plan for approval of all hospitalizations, except for emergencies or for urgently needed services.
• To inform UnitedHealthcare Community Plan of any other health insurance coverage, so that your medical bills may be considered appropriately.
• To tell your PCP your complete health history. To tell the truth about any changes in your health. To supply information (to the extent possible) that UnitedHealthcare Community Plan and its providers need in order to provide care.
• To listen and follow your PCP’s advice for care you have agreed on. To help them plan what treatment will work best for you.

• To know the name(s) of your medication(s). To know what they are for and how to use them.

• To report any emergency treatment within 48 hours to your PCP. Report an emergency stay at a hospital soon after.

• To always carry your UnitedHealthcare Community Plan ID card.

• To respect the rights of other patients, doctors, office staff and staff at UnitedHealthcare Community Plan.

• To tell UnitedHealthcare Community Plan if you move or change phone numbers. Tell us about changes that affect your health, like childbirth. Call customer service and keep us informed.

7.2 Member Complaint, Grievance and Appeal Procedure. UnitedHealthcare Community Plan has procedures for receiving, processing, and resolving Member complaints, grievances and appeals relating to the benefits or the operation of UnitedHealthcare Community Plan pursuant to the requirements of MCL 500.3541 and Michigan’s Independent Review Act. The Member Complaint, Grievance and Appeal Procedure is fully described in the Member Handbook. Complaints, Grievances and Appeals not satisfactorily settled through this procedure may be appealed to the Department of Insurance and Financial Services (DIFS), Office of General Counsel – Appeals Section, 611 West Ottawa, Third Floor, P.O. Box 30220 Lansing, MI 48909-7720, 1-877-999-6442. Members shall be required to exhaust UnitedHealthcare Community Plan Member Complaint, Grievance Procedure before submitting a request to DIFS for reconsideration of the grievance, unless the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the Member or would jeopardize the Member’s ability to regain maximum function. If a Member’s life is in serious jeopardy, such condition must be substantiated by a physician either orally or in writing.

In addition to other rights, the member may at anytime during the appeal process, within 90 calendar days of the adverse determination request a fair hearing with the Department of Community Health Administrative Law Tribunal by mailing the request form sent with the denial notice to: Michigan Administrative Hearings System For the Department of Community Health, P.O. Box 30763, Lansing, MI 48909-7695.

Members will receive a copy of the Member Handbook describing the Member Complaint, Grievance and Appeal Procedure when they enroll with UnitedHealthcare Community Plan and may receive additional copies at any time by telephone or written request to UnitedHealthcare Community Plan Customer Service Department.

7.3 Member Identification (ID) Cards.

7.3.1 UnitedHealthcare Community Plan will issue a UnitedHealthcare Community Plan ID card to each Member. A Member should present his or her UnitedHealthcare Community Plan ID card to a Participating Provider each time the Member obtains Covered Services.

7.3.2 If a Member permits the use of his or her UnitedHealthcare Community Plan ID card by any other person, UnitedHealthcare Community Plan may immediately reclaim the UnitedHealthcare Community Plan ID card and request termination of the Member’s enrollment and the enrollment of all Members in the Member’s household in accordance with Article XIII of this Certificate.
7.3.3 If a Member’s UnitedHealthcare Community Plan ID card is lost or stolen, the Member must notify UnitedHealthcare Community Plan Customer Service department by the end of the next business day following the Member’s discovery of the loss or the date of the theft.

7.4 **Forms and Questionnaires.** Members shall complete and submit to UnitedHealthcare Community Plan such medical questionnaires and other forms as are requested. Members warrant that all information contained in questionnaires and forms completed by them are true, correct, and complete to the best of their knowledge.

7.5 **UnitedHealthcare Community Plan Board of Directors.** As provided by law, at least one third of UnitedHealthcare Community Plan Board of Directors shall consist of adult Members (enrollees) elected by adult Members. Each Member at any time by telephone or written request to UnitedHealthcare Community Plan Customer Service department may request to receive a list of UnitedHealthcare Community Plan Board of Directors with enrollee Board Members clearly identified. Changes in Board Membership shall be reflected in UnitedHealthcare Community Plan periodic newsletter. Members may contact UnitedHealthcare Community Plan for information on becoming an enrollee Member of the Board of Directors.

7.6 **Non-Covered Services.** Members are financially responsible for payment for all Non-Covered Services which Members request or receive from Participating Providers or Non-Participating Providers when Members acknowledge, in writing, that they will assume such responsibility before the non-covered service is rendered.

7.7 **Regular Communication.** Members will receive UnitedHealthcare Community Plan newsletter which will provide information regarding current policy, policy changes, and how best to take advantage of UnitedHealthcare Community Plan services.

7.8 **Your Rights as a Member.** Each Member has rights as required by law. The description of the rights is set forth in the Member Handbook.

7.9 **UnitedHealthcare Community Plan Policies and Procedures.** Members are responsible for reading and complying with the terms and conditions of the Member Agreement.

7.10 **Continuity of Care.** Each Member has the right to receive continuity of treatment if the Primary Care Provider’s participation terminates during the course of the Member’s treatment by that provider subject to the limitations set forth in MCL 500.2212b.

7.11 **Pain Medicine.** Each Member has the right to request information regarding the professional credentials of participating health professionals, including, but not limited to participating health professionals who are board certified in the specialty of pain medicine and the evaluation and treatment of pain and have reported the certification to UnitedHealthcare Community Plan.

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**Article VIII: Payment for Covered Services**

8.1 **Periodic Premium Payments.** The Department or its remitting agent will pay directly to UnitedHealthcare Community Plan, on behalf of each Member, the Premiums specified in the Medicaid Agreement. The Department or its remitting agent will pay the Premiums on or before any due dates specified in the Medicaid Agreement. The Member understands that
the Premiums to be paid on his or her behalf by the Department, in return for Covered Services, will be remitted in accordance with the Medicaid Agreement.

8.2 **Members Covered.** Members for whom the Premium has been received by UnitedHealthcare Community Plan are entitled to Covered Services under this Certificate for the period to which the Premium applies.

8.3 **Co-payments.** Co-payments are not currently required from UnitedHealthcare Community Plan Members for any Covered Services.

8.4 **Claims.** It is UnitedHealthcare Community Plan policy to pay Participating Providers directly for Covered Services rendered to Members in accordance with the contracts between UnitedHealthcare Community Plan and Participating Providers. However, if a Participating Provider bills a Member for a Covered Service, the Member should submit the bill to UnitedHealthcare Community Plan. UnitedHealthcare Community Plan will not reimburse Members for bills received by UnitedHealthcare Community Plan that exceed six (6) months from the date the services were rendered. If the Member pays the bill, the Member must submit a request for reimbursement for such Covered Services in writing to UnitedHealthcare Community Plan immediately after paying the bill.

8.4.1 When a Member receives Emergency Services or other Covered Services authorized by UnitedHealthcare Community Plan from a Non-Participating Provider, the Member should request the Non-Participating Provider to bill UnitedHealthcare Community Plan. If the Non-Participating Provider refuses to bill UnitedHealthcare Community Plan but bills the Member, the Member should submit any such bills to UnitedHealthcare Community Plan. UnitedHealthcare Community Plan will not reimburse Members for bills received by UnitedHealthcare Community Plan that exceed twelve (12) months from the date the services were received. If the Non-Participating Provider requires the Member to pay for the Covered Services at the time they are rendered, the Member must submit a request for reimbursement for such Covered Services in writing to UnitedHealthcare Community Plan immediately after paying the bill.

8.4.2 Proof of payment acceptable to UnitedHealthcare Community Plan must accompany all requests for reimbursement for Covered Services. Failure to request reimbursement for Covered Services within the required time shall not invalidate or reduce any claim if it was not reasonably possible to provide acceptable proof of payment within such time and the Member provides the required information to UnitedHealthcare Community Plan as soon as reasonably possible. However, in no event will UnitedHealthcare Community Plan be liable for reimbursement requests for which proof of payment is submitted to UnitedHealthcare Community Plan more than twelve (12) months following the date Covered Services were rendered. Neither UnitedHealthcare Community Plan nor the Member shall be responsible for that part of a Non-Participating Provider’s charge that is in excess of the Reasonable and Customary Charges.

8.4.3 UnitedHealthcare Community Plan may require a Member to provide additional medical and other information or documentation to prove that services rendered were Covered Services before paying healthcare providers or reimbursing the Member for such services, subject to the applicable state and federal laws.
Article IX: Covered Services

9.1 A Member is entitled to the services, equipment and supplies specified in Section 9.2 when they are:

A. Medically Necessary;

B. Performed, prescribed, directed, or arranged in advance by the Member’s Participating Primary Care Provider, the network physician who is responsible for the provision, or arrangement for the provision, or other participating provider as set forth in Article VI, Section 6.5 of this Certificate; of health services to the Member;

C. When required, authorized in advance by UnitedHealthcare Community Plan; and

D. Consistent with UnitedHealthcare Community Plan obligations to provide such services pursuant to the Medicaid Agreement.

9.2 The following are Covered Services when they meet the requirements stated above in Section 9.1:

A. Primary Care Provider (PCP) office visits

Each Member must select a Primary Care Provider who will be responsible for the Member’s health care needs, including coordination of specialist referrals and inpatient hospitalization.

B. Specialist Provider office visits, with referral from the PCP

The Primary Care Provider (PCP) will normally make referrals only to Participating Physicians, Participating Hospitals, and other Participating Providers. The PCP may refer a Member to Non-Participating Providers when it is Medically Necessary to do so and the service cannot be provided by a Participating Provider. However, any referral to a Non-Participating Provider must be authorized in advance by UnitedHealthcare Community Plan.

A Specialist Provider may make further Referrals to other Participating Physicians, Participating Hospitals, or other Participating Health Professionals, but in each case must receive prior approval of the responsible Participating Primary Care Provider (PCP) and authorization in advance from UnitedHealthcare Community Plan.

C. Covered Services without a Referral from a PCP as set forth in Article VI, Section 6.5 of this Certificate.

D. Preventive Health Services

Services provided by a Primary Care Provider or other Participating Provider to prevent illness, disease, disability or progression thereof, or to prolong life and promote physical and behavioral health are Covered Services by UnitedHealthcare Community Plan, including:

1. Health assessments and examinations as medically recommended for the age and sex of the Member.

2. Prenatal and post-partum care.

3. Pediatric examinations and well-child care.

4. Adult immunizations, except for travel or employment purposes.

5. Well child visits and immunizations as covered by the EPSDT program.
6. Vision and hearing screenings, not including eye refraction testing.

7. Routine gynecological examinations.

8. Member educational programs as described in the Member Handbook.

   a. One screening mammography examination for women 35 – 40 years of age during that five (5) year period.
   b. One screening mammography examination every calendar year for women 40 years of age or older.
   c. Screenings ordered by a Participating Physician when medically indicated.
   d. Definition: “Breast cancer screening mammography” means a standard 2-view breast, low-dose radiographic examination of the breasts, using equipment designed and dedicated specifically for mammography, in order to detect unsuspected breast cancer.
   e. Hospital, medical or surgical expenses incurred for prosthetic devices to maintain or replace the body parts of an individual who has undergone a mastectomy are covered benefits when medically necessary, coordinated with the UnitedHealthcare Community Plan provider and approved in advance by UnitedHealthcare Community Plan as appropriate. The cost and fitting of a prosthetic device following a mastectomy is included within the type of coverage intended by this section.

10. Family Planning Services such as contraception counseling and associated physical exams and procedures are covered. The following are covered services even if they are not provided in connection with the diagnosis and treatment of an illness or injury:
   a. Voluntary Sterilizations. Tubal ligations and vasectomies are covered for Members over the age of 21. Vasectomies are only covered when performed in a Physician’s office. Any time a sterilization procedure is performed a consent form must be signed 30 days in advance of the procedure and submitted to the Plan. Sterilization reversals are excluded.
   b. Diaphragms and Intrauterine Devices (IUDs).
   c. Advice on Contraception and Family Planning.
   d. Abortion. Abortion is covered in the case of rape, incest or when medically necessary to save the life of the mother.
e. Infertility diagnosis and testing is covered when medically necessary, but any treatment for infertility is not a covered benefit.

E. Inpatient Hospital Services

1. All inpatient Hospital Services, except for Emergency Services, must be provided at a Participating Hospital and must be arranged through the PCP and authorized in advance by UnitedHealthcare Community Plan except as set forth in Article VI, Section 6.4 of this Certificate.

2. Covered inpatient Hospital Services include semi-private room and board, general nursing care, intensive care and all other Medically Necessary services and supplies including: radiological services, laboratory and other diagnostic tests, pharmaceuticals, anesthesia, oxygen, chemotherapy and radiation therapy, blood products, obstetrical services and other services delivered by Health Professionals.

F. Outpatient Services

1. Outpatient services must be provided or arranged by a PCP and authorized in advance by UnitedHealthcare Community Plan. Outpatient services may be provided in the outpatient department of a Participating Hospital or at another Participating Provider location except as set forth in Article VI, Section 6.4 of this Certificate.

2. Covered outpatient services include dialysis, chemotherapy, outpatient surgery and associated anesthesia services, diagnostic laboratory, diagnostic and therapeutic radiological services, short-term rehabilitative therapy, and other services delivered by Health Professionals.

G. Oral Surgery

Dental-related services not provided by dentists, such as prescription drugs, laboratory and radiology services, anesthesia and hospitalizations are Covered Services when authorized by UnitedHealthcare Community Plan.

H. Rehabilitation and Physical Therapy Services

Short-term rehabilitative therapy limited to physical therapy for rehabilitation, occupational therapy, language, speech and hearing therapy, performed or rendered on an inpatient or an outpatient basis at a Participating Hospital or other Participating Provider when directed and monitored by a Participating Physician and authorized in advance by UnitedHealthcare Community Plan are Covered Services. “Short-term” is defined as a condition which is subject to a significant improvement in a relatively limited and predictable period.

I. Transplant Services

Transplantation of a tissue or organ, if medically necessary, if approved by UnitedHealthcare Community Plan and if performed at a facility approved by UnitedHealthcare Community Plan and Member’s Primary Care Physician. Transplantation includes costs associated with transplant surgery and
care including organ procurement, donor searching and typing, harvesting of organs, and related donor medical costs. Cornea, kidney, and extra renal organ transplants (heart, lung, heart-lung, liver, pancreas, bone marrow, and small bowel) are covered when determined to be medically necessary according to currently accepted standards of care. Drugs used in antineoplastic therapy are a covered benefit.

1. Transplantation will not be covered if:
   a. UnitedHealthcare Community Plan is not contacted for authorization prior to referral for transplant evaluation of the procedure;
   b. The transplant procedure is performed in a facility that has not been designated by UnitedHealthcare Community Plan as an approved transplant facility;
   c. The transplant is experimental or investigational, as defined in this certificate;
   d. If other insurance or benefit program is responsible for covering and paying for the services; or
   e. The donor has not first exhausted all possible insurance services before UnitedHealthcare Community Plan is billed for the services.

2. Once the transplant procedure is approved, UnitedHealthcare Community Plan will advise the Member’s Primary Care Physician of those facilities that have been approved for the type of transplant procedure involved.

J. Home Health Care

Home health care services will be provided in a Member’s home when a Member is confined to their home. Home health care visits are Covered Services when arranged by the PCP and authorized in advance by UnitedHealthcare Community Plan when provided by a Participating Home Health Care Provider. Home health care services include: home care nursing services by a registered professional or licensed practical nurse, skilled nursing care, and home health aides. Drug and biological solutions, surgical dressings and related medical supplies, and equipment used during home health care visits will be covered provided they are considered essential to the proper care and treatment of a home health care patient and are prescribed by the Member’s Primary Care Provider.

K. Skilled Nursing Facility and Hospice Services

1. Skilled Nursing Facility

Care and treatment, including room and board, in semi-private accommodations at a Skilled Nursing Facility for up to forty-five (45) days per Member per twelve (12) month period when arranged by a PCP and authorized in advance by UnitedHealthcare Community Plan. Skilled nursing facility services, (non-Hospice care) must lead to rehabilitation and increased ability to function, must be of a temporary nature, must be supported by a treatment plan, and must be authorized in advance by
UnitedHealthcare Community Plan.

2. Hospice Services

Hospice services for Members who have a prognosis of less than six (6) months to live are Covered Services. Hospice service may be provided in a variety of settings by a multi-disciplinary team of Health Professionals who attend to the Member's physical, emotional, and spiritual needs. A Referral must be made by the Member's PCP and UnitedHealthcare Community Plan must authorize services in advance.

Hospice services are not based on Medical Necessity. It is an option that is available to Members diagnosed as having less than six (6) months to live.

Skilled Nursing Facility and Hospice Services in connection with custodial care, domiciliary care, drug addiction, chronic organic brain syndrome, alcoholism, intellectually disabled, senility or any behavioral health disorder are Non Covered Services.

Hospice Services for funeral arrangements and financial or legal counseling (including estate planning or drafting a will) are Non Covered Services.

L. Behavioral Health Services

1. Outpatient behavioral health services with a Participating Provider are Covered Services. Outpatient visits are limited to a maximum of twenty (20) visits per Member, per calendar year. A Referral for outpatient behavioral health services is not necessary.

M. Prescription Drugs

Legend and non-legend drugs, when included in UnitedHealthcare Community Plan most current drug formulary, are a Covered Service when ordered by Participating Providers as set forth in Article VI, Section 6.5 of this Certificate and obtained from a Participating Pharmacy Provider. Insulin, needles and syringes used in conjunction with the administration of injectable insulin, are a Covered Service when ordered by a Participating Provider and obtained at a Participating Pharmacy Provider. Prescriptions are limited to a thirty (30) day supply.

Coverage is specifically provided for antineoplastic therapy drugs in accordance with MCL §500.3406e if:

1. The drug is ordered by a physician for the treatment of a specific type or neoplasm;
2. The drug is approved by the federal food and drug administration for use in antineoplastic therapy;
3. The drug is used as part of an antineoplastic drug regimen;
4. Current medical literature substantiates the drugs and recognized oncology organizations generally accept the treatment.
5. The Provider has obtained an informed consent from the patient for the treatment regimen which includes federal food and drug administration approved drugs for off-label indications.

N. Durable Medical Equipment, Prosthetics and Orthotics

Special services such as durable medical equipment, prosthetics and orthotics,
and other medical supplies when ordered by the Member's Primary Care Provider or other participating provider as set forth in Article VI, Section 6.5 of this Certificate and authorized in advance by UnitedHealthcare Community Plan are Covered Services when provided by a Participating Durable Medical Equipment Provider. UnitedHealthcare Community Plan reserves the right to require use of the least costly medically effective durable medical equipment and prosthetic or orthotic devices.

O. Emergency Services

Hospital care and other services delivered by Health Professionals for Emergency Services are Covered Services

Members should attempt to call their Primary Care Provider before going to the emergency room if at all possible, unless delay might result in death or permanent impairment. In the event of a true emergency, Members should seek help from the nearest emergency room or medical facility as soon as possible without attempting to contact their Primary Care Provider first. Members should also inform the emergency personnel of their Primary Care Provider’s name, and request that he or she be contacted as soon as possible.

R. Vision Services

Routine eye examinations by a Participating Vision Care Provider to determine the need for vision correction are Covered Services. A Referral from the Member’s PCP is not necessary if the Member elects to be treated by a Participating Optometrist Provider. Eye exams, prescription lenses and frames are covered. All members may have one eye exam and one pair of prescription glasses every twenty-four months. If the Member's original pair of prescription glasses is lost, broken or stolen, every 12 months, the Member may get: two pairs of replacement prescription glasses — if under age 21 and one pair of replacement prescription glasses — if age 21 or older.

1. The Member may apply the cost allowed by UnitedHealthcare Community Plan for eyeglass frames towards the cost of any pair of frames available, but the Member must pay the difference between the cost allowed and the cost charged for the Member’s choice of frames.

2. Sunglasses are not a Covered Service.

3. Contact lenses are a Covered Service only if the Member has a vision problem that cannot adequately be corrected with eyeglasses. Authorization in advance by UnitedHealthcare Community Plan is required for contact lens.

R. Hearing Examinations and Hearing Aids

Hearing examinations to determine whether a hearing problem exists are a Covered Service when performed or authorized in advance by UnitedHealthcare Community Plan are Covered Services.
Community Plan will cover the purchase of one single hearing aid unit per ear if audiologically indicated when provided by a licensed hearing aid dealer, including: Hearing aids and delivery. The hearing aid unit must be an FDA approved device, positioned in the ear, behind the ear or on the body type, and identified as basic to the Member’s amplification requirements. For all Members, Hearing aid repairs and modifications; Replacement earmolds; Hearing aid supplies and accessories and Replacement of Hearing aid batteries are covered.

S. Pregnancy Terminations

Medically necessary pregnancy terminations will be a Covered Service to save the life of the mother, or in cases of rape or incest, pursuant to the Medicaid Agreement.

T. Bariatric Surgery

Bariatric surgery is a Covered Service only when Medically Necessary, authorized in advance by UnitedHealthcare Community Plan and the request for such a service satisfies the Michigan Association of Health Plans Bariatric Surgery Guidelines.

U. Diabetes Treatment Services

In accordance with MCL 500.3406(p) the following equipment, supplies, and educational training for the treatment of diabetes, if determined to be Medically Necessary and prescribed by a Participating Provider is a Covered Service:

1. Blood glucose monitors and blood glucose monitors for the legally blind.
2. Test strips for glucose monitors, visual reading and urine testing strips, lancets, and spring-powered lancet devices.
3. Syringes.
4. Insulin pumps and medical supplies required for the use of an insulin pump.
5. Diabetes self-management training to ensure that persons with diabetes are trained as to the proper self-management and treatment of their diabetic condition; subject to completion of a certified diabetes education program and if services are needed under the comprehensive plan of care to ensure therapy compliance or to provide necessary skills and knowledge.

The following medications are Covered Services for the treatment of diabetes when ordered by a Participating Provider and deemed to be Medically Necessary:

1. Insulin.
2. Non-experimental medication for controlling blood sugar.
3. Medications used in the treatment of foot ailments, infections, and other medical conditions of the foot, ankle, or nails associated with diabetes.

Article X: Emergency Services or Urgent Care Within the Service Area

10.1 Emergency Services. A Member should go directly to a Hospital emergency room for Emergency Services. The Member or a responsible party must notify the Member’s
Primary Care Provider within twenty-four (24) hours after seeking treatment at a Hospital, or as soon as medically possible if the Member is hospitalized due to the emergency.

10.2 Urgent Care. A Member must call his or her Primary Care Provider before obtaining Urgent Care services from a Participating Provider. The Member must contact his or her Primary Care Provider for all follow-up and continuing care.

Article XI: Out-of-Area Services

11.1 Covered Services. Emergency Services are covered by UnitedHealthcare Community Plan while a Member is temporarily out of the Service Area due to travel or temporary living arrangements. Routine medical care while the Member is outside of the Service Area is a Covered Service if the Member obtains the necessary authorization in advance from UnitedHealthcare Community Plan, until the Member has been disenrolled from UnitedHealthcare Community Plan by the Department.

11.2 Hospitalization. If an Emergency Service situation requires hospitalization, the Member or a responsible party must contact the Member’s Primary Care Provider within twenty-four (24) hours after admission or as soon thereafter as medically possible. The Member’s Primary Care Provider may require the Member to move to a Participating Hospital when it is medically appropriate to do so.

Article XII: Exclusions and Limitations

12.1 Exclusions. The following services, equipment and supplies are Non Covered Services:

A. Any service, equipment or supply not specified in Section 9.2.
B. Personal or comfort items.
C. Services, equipment or supplies not performed, provided, prescribed, directed, or arranged by the Member’s Primary Care Provider or other Participating Provider as set forth in Article VI, Section 6.5 of this Certificate or, where required, not authorized in advance by UnitedHealthcare Community Plan.
D. Sports-related physicals, surgery, related services and durable medical equipment solely for the purpose of participating in competitive sports.
E. Services, equipment and supplies which are not Medically Necessary.
F. Routine dental services, except as provided in Section 9.2.
G. Office visits, examinations, treatments and tests that would not otherwise be provided which relates to requirements or documentation of health or medical status require by third parties, including those for employment, obtaining or maintaining any form of insurance, or for legal proceedings which are court ordered.
H. Except as may be Medically Necessary, surgery and related physician services primarily for the purpose of improving appearance including without limitation any cosmetic surgery.
I. Inpatient behavioral health and behavioral health services in excess of twenty (20) outpatient visits within a calendar year.
J. Items for personal cleanliness and grooming.
K. Substance abuse services, including screening and assessment, detoxification, outpatient services and methadone treatment. Please refer to UnitedHealthcare Community Plan Member Handbook for a list of outreach services that may assist Members who may have an addiction to drugs, alcohol, prescription medication or gambling.

L. Experimental, investigational or research medical, surgical or other health care drug, device, treatment or procedure as determined by the Medical Director and the Department, as defined in Article II.

M. Reproductive Services and Transsexual Surgery. Reversal of elective sterilization is excluded. Sex-transformation surgery and all expenses in connection with such surgery are excluded. In-Vitro fertilization, GIFT, artificial insemination, ZIFT, intrauterine insemination (IUI), and any infertility treatments are excluded.

N. Any service, equipment or supply usually given free of charge.

O. Abortions, except to save the life of the mother or for incest or rape.

P. Inpatient services in a Long Term Care Facility, except for rehabilitation care that is rendered for a period not to exceed 45 days.

Q. Acupuncture.

R. Services unique to and provided only by a school-based service provider as defined by the Medicaid Agreement.

S. Services unique to and provided only by a community health services board as defined by the Medicaid Agreement.

T. Service received in a Veterans, Marine or other federal hospital, or care for conditions that federal, state or local law require be treated in a public facility.

U. Inpatient services provided by those institutions and nursing care facilities for the developmentally disabled and intellectually disabled, or a psychiatric hospital, as defined by the Medicaid Agreement.

V. Over-the-counter medications if not prescribed or Medically Necessary.

W. Non-Emergency Services provided by Non-Participating Providers or other Participating Provider as set forth in Article VI, Section 6.4 of this Certificate unless approved in advance by UnitedHealthcare Community Plan.

X. Personal care services in a Member's home, as defined by the Code of Federal Regulations on Public Health.

Y. Private duty nursing services which are specifically covered by other Medicaid programs including without limitation the Medicaid Fee For Service Program and the Children's Special Health Care Services Program.

Z. Durable Medical Equipment benefits provided by UnitedHealthcare Community Plan do not include:
   1. deluxe equipment and features or attachment to wheelchairs or other covered durable medical equipment which are not Medically Necessary.
   2. environmental control equipment including, but not limited to, air conditioners.
   3. bathing or hygienic equipment including, but not limited to swimming pools, Jacuzzis and hot tubs;
4. hypo-needle automatic injector
5. seat cushions
6. support garments (including cervical collars) regardless of their intended use
7. comfort or convenience items
8. exercise equipment, including, but not limited to weight training equipment
9. back-up generators
10. dental prostheses
11. dental braces and appliances
12. Hearing Aids Only — will not be provided to Members age 21 and over.
13. Carve-out prescription medications paid through the Department of Community Health Fee-For-Service program.

12.2 Limitations.

12.2.1 Covered Services are subject to the limitations and restrictions described in UnitedHealthcare Community Plan Medicaid Agreement, the Medicaid Program Provider Manuals and Medicaid Program bulletins and other directives.

12.2.2 UnitedHealthcare Community Plan has no liability or obligation for any services, equipment or supplies provided by a Non-Participating Provider, except for Emergency Services, unless the services, equipment or supplies are authorized in advance by UnitedHealthcare Community Plan before they are furnished to the Member.

12.2.3 A Referral by a Primary Care Provider for Non-Covered Services does not make such services Covered Services.

Article XIII: Term and Termination

13.1 Term. This Certificate takes effect on the date specified in the Medicaid Agreement and continues in effect from year to year thereafter unless otherwise specified in the Medicaid Agreement or unless terminated in accordance with this Certificate.

13.2 Termination of Certificate by UnitedHealthcare Community Plan or the Department.

13.2.1 This Certificate will automatically terminate upon the effective date of termination of the Medicaid Agreement. Enrollment and coverage of all Members will terminate at 12:00 Midnight on the date of the termination of this Certificate, except as otherwise provided by the Medicaid Agreement.

13.2.2 In the event of cessation of operations or dissolution of UnitedHealthcare Community Plan, this Certificate may be terminated immediately by order of proper authority or by the Board of Directors. UnitedHealthcare Community Plan will be obligated for services for the remainder of the period for which premiums were paid or as otherwise prescribed by law or by the Medicaid Agreement.

13.2.3 The will be responsible for notifying Members of the termination of this Certificate. UnitedHealthcare Community Plan will not notify Members of the termination of this Certificate. The fact that Members are not notified of the termination of this Certificate shall not continue or extend Members' coverage beyond the date of the termination of the Certificate.

13.3 Termination of Member Enrollment and Coverage by UnitedHealthcare Community Plan or the Department.
13.3.1 A Member’s enrollment and coverage under this Certificate will terminate at the date and time provided in the Medicaid Agreement when any of the following occurs:

A. The Member moves out of the Service Area.

B. The Member ceases to be eligible for the Medicaid Program as determined by the Department.

C. The Member dies.

D. The Member is given active eligibility status as a child with special health care needs as provided in the Medicaid Agreement.

E. The Member is admitted to a Long Term Care Facility unless the Member is receiving rehab care (45 days) or a Hospice patient.

F. The Member is admitted to a state psychiatric hospital as defined in the Medicaid Agreement.

13.3.2 UnitedHealthcare Community Plan may initiate a Member’s disenrollment and coverage for cause, and upon reasonable notice and approval by the Department, for any of the following reasons:

A. The Member is unable to establish or maintain, after reasonable attempts by two (2) Participating Primary Care Providers, a satisfactory physician-patient relationship; or

B. The Member makes material misrepresentations or commits fraud in applying for enrollment; or

C. The Member misuses or commits fraud in the use of his or her UnitedHealthcare Community Plan ID card; or

D. The Member’s conduct is abusive or obstructive to UnitedHealthcare Community Plan personnel, Participating Providers or other Members; or

E. The Member repeatedly and intentionally misuses UnitedHealthcare Community Plan benefits and services; or

F. The Member fails to cooperate in coordinating benefits or subrogating the Member’s right of recovery.

13.3.3 UnitedHealthcare Community Plan will not terminate a Member’s enrollment and coverage on the basis of the status of a Member’s health, health care needs, or the fact that the Member has exercised his or her rights under the Member Complaint, Grievance and Appeal procedure.

13.4 Disenrollment by Member.

13.4.1 A Member may disenroll from UnitedHealthcare Community Plan with or without cause. A Member who wishes to disenroll from UnitedHealthcare Community Plan should contact UnitedHealthcare Community Plan Customer Service Department. The Member must follow disenrollment procedures required by the Department.

13.4.2 A Member’s coverage under this Certificate ceases automatically on the effective date of the Member’s disenrollment. The effective date of disenrollment will be determined by the Department.
Article XIV: Coordination of Benefits

14.1 Purpose. UnitedHealthcare Community Plan will coordinate benefits for a Member under this Certificate with benefits available from health insurance carriers and other health benefit plans (Payers) who also provide coverage for the Member. The Member acknowledges that pursuant to federal and state law that govern the Medicaid Program, UnitedHealthcare Community Plan is considered a payer of last resort which means that UnitedHealthcare Community Plan has the right to deny the payment of benefits if the Member’s Covered Services are covered under another health insurance or medical expense policy. UnitedHealthcare Community Plan will coordinate benefits to avoid duplication of benefits to Members by UnitedHealthcare Community Plan and other Payers. Upon UnitedHealthcare Community Plan request, a Member, or the authorized person acting on behalf of a Member, must inform UnitedHealthcare Community Plan of all Payers for the Member. Each Member, or authorized person, must certify that to the best of his or her knowledge, the Payers listed in his or her application are the only ones from whom the Member has any rights to payment of health care benefits. Each Member, or authorized person, must also notify UnitedHealthcare Community Plan when any other Payer becomes available to the Member. The Member acknowledges that any misrepresentation as to the availability of benefits from other health insurance carriers may result in disenrollment by the Department.

14.2 Assignment.

14.2.1 Upon UnitedHealthcare Community Plan request, a Member must assign to UnitedHealthcare Community Plan:

A. All insurance and other health care benefits, and other private or governmental benefits (except Medicaid) payable for health care of the Member; and

B. All rights to payment and all money paid for any claims for health care received by the Member.

14.2.2 Members shall not assign benefits or payments for Covered Services under this Certificate to any other person or entity.

14.3 Claims. Upon UnitedHealthcare Community Plan request, a Member must authorize UnitedHealthcare Community Plan to submit claims for the Member to Medicare and other Payers.

14.4 Order of Benefits. In establishing the order of Payer responsibility for Members, UnitedHealthcare Community Plan will follow coordination of benefits guidelines pursuant to federal and state Medicaid laws, rules and guidelines.

14.5 UnitedHealthcare Community Plan Rights. UnitedHealthcare Community Plan is entitled to:

A. Determine whether and to what extent a Member has indemnity coverage or other health benefit coverage for Covered Services; and

B. Establish in accordance with Section 14.4, priorities for determining primary responsibility among the Payers including UnitedHealthcare Community Plan, obligated to provide health care services or indemnity benefits; and
C. Require a Member or provider to file a claim with the primary Payer before it determines the amount of UnitedHealthcare Community Plan payment obligation, if any; and

D. Recover from the Member or provider, as applicable, the expense of Covered Services rendered to a Member to the extent that such services are covered or indemnified by any other Payer; and

E. Recover from the Member or provider, as applicable, the expense of services rendered to a Member which are subsequently determined to be Non-Covered Services and were incorrectly provided because of the Member’s error.

14.6 **Construction.** Nothing in this Article XIV shall be construed to require UnitedHealthcare Community Plan to make payment until it determines whether it is the primary payer or the secondary payer and what benefits are payable by the primary payer.

**Article XV: Subrogation**

15.1 **Assignment; Suit.** If a Member has a right of recovery from any person or entity for the Member’s injury or illness, except from a Member’s health insurance or health benefit plan which is subject to Article XIV of this Certificate, the Member, as a condition to receiving Covered Services under this Certificate, must do the following:

A. Pay or assign to UnitedHealthcare Community Plan all sums recovered by suit, settlement, or otherwise for the injury or illness up to the amount of UnitedHealthcare Community care expenses for the injury or illness, but not in excess of monetary damages collected; or

B. Authorize UnitedHealthcare Community Plan to obtain all medical records relating to the injury or illness sustained by the Member.

C. Authorize UnitedHealthcare Community Plan to be subrogated to the Member’s rights of recovery, including the right to bring suit in the Member’s name at the sole cost and expense of UnitedHealthcare Community Plan, up to the amount of UnitedHealthcare Community care expenses for the injury or illness. In the event a suit instituted by UnitedHealthcare Community Plan on behalf of the Member results in monetary damages awarded in excess of UnitedHealthcare Community Plan actual health care expenses, UnitedHealthcare Community Plan shall have the right to recover the costs of suit and attorney fees out of the excess, to the extent such cost and fees have been incurred.

15.2 **Definition.** As used in this Article XV, health care expense means the amounts paid or to be paid by UnitedHealthcare Community Plan to Participating Providers and Non-Participating Providers for Covered Services furnished to a Member.

**Article XVI: Miscellaneous**

16.1 **Governing Law.** This Certificate is made and shall be interpreted under the laws of the State of Michigan.

16.2 **Contract.** This Certificate shall be construed as a Contract as interpreted under the laws of the State of Michigan.
16.3 **Period of Time for Raising Legal Claims.**
In the event of any dispute or controversy concerning the interpretation, performance or breach of this certificate, including claims for malpractice, negligence, breach of contract; breach of the covenant of good faith and fair dealing, misrepresentation, violation of the deceptive practices act under the Michigan insurance code, violation of the Michigan Consumer Protection Act, or bad faith between UnitedHealthcare Community Plan and the Member, such dispute or controversy shall be made within a reasonable time after the claim, dispute, or other matter in questions arose when the party asserting the claims should reasonably have been aware of it, but no later than three years from when the claim, dispute, or matter arose.

16.4 **Policies and Procedures.** UnitedHealthcare Community Plan may adopt reasonable policies, procedures, rules, and interpretations to promote the orderly and efficient administration of this Certificate, Member Agreement, and the Medicaid Agreement.

16.5 **Notice.**

16.5.1 Any notice required or permitted to be given by UnitedHealthcare Community Plan to a Member under this Certificate shall be in writing and either personally delivered or deposited in the U.S. Mail with postage prepaid and addressed to the Member at the address of record on file at UnitedHealthcare Community Plan administrative offices.

16.5.2 Any notice required or permitted to be given by the Member to UnitedHealthcare Community Plan shall be in writing and deposited in the U.S. Mail with postage prepaid and addressed to UnitedHealthcare Community Plan at the following address:

UnitedHealthcare Community Plan, Inc.
26957 Northwestern Hwy, Suite 400
Southfield, MI 48033

16.6 **Headings.** The headings and captions in this Certificate are not to be considered as part of the Certificate and are inserted only for convenience.