



Children’s Health Insurance Program



Premier Access Insurance Company
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Utah Children’s Health Insurance Program (CHIP)
Enrollee Handbook

Plan Year: July 1, 2014 – June 30, 2015

Table with 2 columns listing topics and page numbers. Topics include: Welcome to Premier Access, Customer Service, Rights and Responsibilities, CHIP Eligibility, Changing Dental Plans, Language Assistance, Coverage, Using the Dental Plan, Member ID Card, Choose a Primary Care Dentist, Schedule an Appointments, Get Prior Approval When Needed, Emergency Services and Urgent Care, Deductible and Co-pays, Benefit Limits, Non-Covered Services, Optional Services, Out-of-Pocket Max, Grievances and Appeals, ATTACHMENT A - Limitations and Exclusions, ATTACHMENT B – Grievance Form, ATTACHMENT C – Notice of Privacy Practices.

## Welcome to Premier Access

The Utah Children's Health Insurance Program (CHIP) covers children with no insurance. Premier Access Insurance Company (Premier Access) provides CHIP dental coverage. This book tells you about your plan. It lists who to call for help.

### Customer Service

Customer Service can help you with questions about your plan. Examples of what they can help you with are listed below.

- How to get dental services.
- How to choose a dentist.
- How to make a complaint.
- Questions about this book.

Their number is **1-877-854-4242**. The hours are Monday through Friday from 8:00 am to 5:00 p.m. **(TDD/TTY 1-888-346-3162)**

### Rights and Responsibilities

*You have the right to:*

- Be treated with respect.
- Get an appointment in a reasonable time.
- File a grievance or appeal.
- Change plans at open enrollment.
- Have your dental records kept private.
- Suggest changes to your rights and responsibilities.

*Your responsibilities are to:*

- Provide correct information to dentists and the Plan.
- Understand the dental care you need.
- Show your ID card at each appointment.
- Ask questions about dental conditions.
- Call your dentist if you are going to miss your appointment.
- Tell us if you get an incorrect bill.

### CHIP Eligibility

Contact the Utah Department of Workforce Services if you have CHIP eligibility questions. The number is 1-866-435-7414.

### Changing Dental Plans

You can change dental plans during open enrollment. You may be able to change outside of open enrollment. There must be a valid reason. Call the Utah Department of Health at 1-866-608-9422 for details.

### Language Assistance

Premier Access has free language services. Someone can interpret or translate for you. You can get the services in-person and by phone. You can use these services to speak with us and with your dentist. If you need these services call Customer Service at 1-877-854-4242.

You can get materials in Spanish. Call us at 1-877-854-4242 if you need Spanish materials.

*Los materiales del miembro están disponibles en Español. Si Usted necesita materiales en Español, llame al Servicio al Cliente al 1-877-854-4242.*

## Coverage

This table is a list of the benefits for CHIP Members. Your ID card will let you know if you are on Plan A, B or C. The Coverage Limitations and Exclusions are listed in **Attachment A**.

Call Customer Service at 1-877-854-4242 if you have questions.

BENEFITS	MEMBER CO-PAY <sup>1</sup>		
	PLAN A	PLAN B	PLAN C
<b>Deductibles – Per Plan Year</b>	None	None	\$50 per member \$150 per family
<b>Preventive Services:</b> <ul style="list-style-type: none"> <li>• Routine exams</li> <li>• Cleanings</li> <li>• Topical fluoride</li> <li>• X-rays</li> <li>• Space maintainers</li> </ul>	\$0	\$0	\$0
<b>Basic Services:</b> <ul style="list-style-type: none"> <li>• Sealants</li> <li>• Fillings</li> <li>• Oral surgery</li> <li>• General Anesthesia</li> <li>• IV Sedation</li> <li>• Endodontics</li> <li>• Periodontics</li> <li>• Stainless Steel Crowns</li> <li>• Denture Repairs</li> <li>• Emergency</li> </ul>	\$0	5% of covered charges	20% of covered charges, after deductible
<b>Major Services:</b> <ul style="list-style-type: none"> <li>• Crowns</li> <li>• Bridges</li> <li>• Dentures</li> <li>• Inlays</li> <li>• Onlays</li> </ul>	5% of covered charges	5% of covered charges	50% of covered charges, after deductible
<b>Maximum Dental Benefit <sup>2</sup>:</b> <ul style="list-style-type: none"> <li>• Preventive, basic, and major services per person per plan year</li> <li>• Orthodontic services are not included in the Maximum Dental Benefit</li> </ul>	\$1,000 per plan year	\$1,000 per plan year	\$1,000 per plan year
<b>Orthodontics <sup>2</sup>:</b> <ul style="list-style-type: none"> <li>• Only covered if medically necessary</li> <li>• Needs prior approval</li> <li>• Lifetime Maximum: \$1,000</li> </ul>	5% of covered charges to Lifetime Maximum	5% of covered charges to Lifetime Maximum	50% of covered charges to Lifetime Maximum
<b>Specialists:</b> Endodontists, Oral Surgeons, Periodontists, Prosthodontists	5% of covered charges	5% of covered charges	Member pays the costs between the plan costs and the specialist contracted fee for the covered service.
<b>Maximum Out-of-Pocket Expenses</b>	5% of family's annual gross income (dental and medical expenses)	5% of family's annual gross income (dental and medical expenses)	5% of family's annual gross income (dental and medical expenses)

<sup>1</sup> American Indian/Alaska Natives will not be charged co-pays, premiums, or a deductible.

<sup>2</sup> The Maximum Dental Benefit and Orthodontic Lifetime Maximum applies for all members, including American Indian/Alaska Natives.

### For Pregnant Members:

Pregnant members can get added services each plan year.

- One added oral exam and either one added routine cleaning or one added periodontal scaling and root planing per quadrant.
- The member must give the dentist written evidence that she is pregnant. This is sent in with the claim.

## Using the Dental Plan

### Member ID Card

You will get an Identification (ID) card.

- Show your ID card to your dental office.
- Call Customer Service if you need a card.
- No one else can use your card.

### Choose a Primary Care Dentist

You can search for a dentist at [www.premierlife.com](http://www.premierlife.com) or call us at 1-877-854-4242.

You must get care from a Dentist that is part of the **Premier Access** network. *You must get approval from the Plan before you receive care from the dentist you choose who is not part of our network.*

You can go to a dentist who is not part of our network in these cases only:

- Indian Health Services
- Emergency Services
- Services approved by the Plan before you get care
- If there are no network Dentists within 40 miles of your home

### Schedule an Appointment

*It is very important to see a dentist and maintain good oral health! Make an appointment for your first visit today.*

**Once you choose a dentist:**

- Call your Dentist when you need dental care.
- You should not have to wait longer than three weeks for routine care.
- If you will miss your appointment, call and schedule another time.
- The dentist will contact us about services that need approval.

### Prior Approval for Certain Services

*Certain services must be approved by Premier Access before you get treatment.*

Your dentist will tell you if services must be approved. Your dentist must get approval before you get the services, or they may not be covered.

You may have to pay if you agreed to the treatment, in writing, before the treatment begins.

If you see a non-network dentist, it must be approved by the Plan before treatment.

### Emergency Services and Urgent Care

**An emergency** is when:

- You think your life is in danger
- A body part is hurt badly
- You are in great pain.

You can get emergency services 24 hours a day, 7 days a week. You may get treated at the nearest dentist or emergency facility. *You do not need prior approval for emergencies.*

**Urgent** problems usually need care within 24 hours. If you are not sure a problem is urgent call your dentist or urgent care clinic. You may also call us at 1-877-854-4242.

*After* you get emergency or urgent care, you must get all follow up care from your primary care dentist.

### Payment for Emergency or Urgent Care Services

Let us know if you have to pay part of the bill above your co-pay. Send us a copy of the bill so we can pay you for covered services. If you pay a bill, send a copy to us. The address is **Premier Access Insurance Company, Attn: Claims Department, P. O. Box 659010, Sacramento, CA 95865-9010.**

## Deductible and Co-pays

On this plan you pay a deductible and co-pays. The "Coverage" section lists the amounts. You will pay this to your dentist when you get care.

Urgent care and emergencies: The Plan will pay up to the costs we would pay to a network General Dentist. If you see a non-network dentist, you pay the cost above our cost.

Specialist Services under Plan C: You pay the cost between our cost and the specialist contracted fee for the covered service.

If you get a bill for a covered service, call us at 1-877-854-4242.

## Benefit Limits

- You have an **Annual Maximum Dental Benefit** of \$1,000 per plan year. This is the total we will pay for your dental care per plan year.
- You must be approved to get orthodontic treatment. The **Orthodontia Lifetime Maximum** is \$1,000. This is the total we will pay for you under CHIP. You must pay the cost of treatment above this amount. The lifetime maximum is not part of the Annual Maximum Dental Benefit. See Attachment A for orthodontia cost details.

## Non-Covered Services

A non-covered service is one not covered under CHIP. You may have to pay for services that are NOT covered, such as:

- **Non-emergency services** received in the emergency room
- **Non-emergency or non-urgent** services from a non-network dentist (with no prior approval)
- Services done without required prior approval
- Services from a non-network dentist (except in cases listed under the "Choosing a Primary Care Dental Provider" section)
- Services received that are more than the limits in this book, that did not get approved.
- Services over your Annual Maximum Dental Benefit
- Services that are not medically necessary

If you choose a non-covered service, you must pay for it. Your dentist *must* tell you before treatment is done. If you agree to the service, it must be in writing before you get services. The amount you agree to pay and the services being done must be in writing. The dentist will bill you for the non-covered services.

## Optional Services

"Optional services" are those that cost more than the standard form of treatment covered under CHIP. Your dentist must tell you if a service is "optional." If you choose to receive this service, you must pay for the cost of the service above the standard covered cost.

## Out-of-Pocket Maximum

Your out-of-pocket maximum is for each benefit year or 12 months of CHIP coverage.

- It begins the month your child became eligible for CHIP.
- The maximum expense you will pay is 5% of your family's Annual Gross Income (AGI).
- If the out-of-pocket expense (medical and dental) is more than 5% of your family's AGI you should submit an out-of-pocket claim form
- Send the form to CHIP at P.O. Box 143108, Salt Lake City, UT 84114-3108

Once CHIP decides you have paid the 5% maximum, they will let us know. You will have no co-pay for the rest of the current benefit year (or until you reach the Annual Dental Benefit Max). You will get a new ID card that shows the \$0 copay.

## Grievances and Appeals

A grievance is a decision or action by us or your dentist that you are not happy with. You may have a grievance because:

- You could not find a dentist.
- You could not get an appointment.
- You had poor quality of care.
- You were treated unfairly by a dentist or staff member.

Call or write to us if you have a grievance. You should first talk to your dentist. If you still have a concern, call our Customer Service Line at 1-877-854-4242.

An appeal is when you write and ask us to review our decision to deny a service. You have 30 days from the day you receive a denial to ask for an appeal.

- To start a grievance/appeal, contact us:

**Mail:** Premier Access  
Attn: Grievances/Appeals  
P.O. Box 255039  
Sacramento, CA 95865-5039

**Phone:** 1-877-854-4242

**Fax:** 1-916-646-9000, Attn: Grievances/Appeals

**E-mail:** GrievanceDept@PremierLife.com

- For a grievance form refer to **Attachment B**. Call Customer Service at 1-877-854-4242 if you need help with the form.
- We will let you know that your grievance or appeal is in process within five days.
- We will send you a decision letter within thirty days.
- If you are not happy with our decision, you can ask for a State Fair Hearing. You may call the Utah Department of Health at 1-801-538-6576.

# ATTACHMENT A

## Limitations and Exclusions



**Note: This section has many clinical terms. Your dentist can explain the terms in more detail. Your dentist can also answer questions you may have about this section.**

### Limitations

#### *Preventive Service limitations:*

- Oral exams limited to two per plan year.
- Cleanings limited to two per plan year. Periodontal maintenance (covered under Basic Services) also applies toward the frequency limitation.
- Bitewing x-rays limited to one series of four films 2 times per plan year. (Isolated bitewing or periapical films are allowed on an emergency basis.)
- Full mouth x-rays and panoramic films limited to once every 5 years.
- Space maintainers limited to initial appliance only and enrollees under age 14.

#### *Basic Service limitations:*

##### Restorations

- Composite, resin or white fillings on back teeth are considered optional services.
- Replacement of a filling in less than 24 months from the date of first placement is not covered, unless due to specific health reasons.

##### Oral Surgery

- Surgical removal of impacted teeth is a covered benefit only when there is evidence of pathology.
- Under oral surgery, general anesthesia and intravenous sedation are covered only for the removal of impacted teeth and some other oral surgeries. General anesthesia and intravenous sedation are not covered with simple extractions.

##### Endodontics

Root canal therapy, including culture canal, is limited as follows:

- Retreatment of root canals is a covered benefit only if clinical or radiographic signs of abscess formation are present and/or the patient is experiencing symptoms.
- Removal or retreatment of silver points, overfills, underfills, incomplete fills, or broken instruments lodged in a canal, in the absence of pathology, is not a covered benefit.
- Under endodontics, general anesthesia and intravenous sedation are covered only for certain apicoectomy/periradicular surgery procedures.

##### Periodontics

- Periodontal maintenance is limited to 2 per plan year, following active periodontal therapy. Cleanings (covered under Preventive services) also apply toward the frequency limitation.
- Periodontal scaling and root planning, and subgingival curettage are limited to one treatment per quadrant in any 24 consecutive months.
- For periodontics, general anesthesia and intravenous sedation are covered only when provided in conjunction with certain osseous surgery procedures.

##### Other Basic Services

- Sealants are limited to permanent molars, with no decay, without restorations, limited to 1 time per 24 month period. Limited to enrollees through age 15.
- Sealant benefits do not include the repair or replacement of a sealant on any tooth within two (2) years of its application.

- Stainless steel crowns are limited to primary teeth. Only acrylic crowns and stainless steel crowns are a benefit for children under 12 years of age. If other types of crowns are chosen as an optional benefit for children under 12 years of age, the covered dental benefit level will be that of an acrylic crown.
- Services for behavior management, other than oral sedation, provided in the dental office are not covered.
- Lab fees for denture repairs are not covered.

### ***Major Service Limitations***

#### Crowns

- Replacement of each unit is limited to once every five years.
- Crowns will be covered only if there is not enough retentive quality left in the tooth to hold a filling.
- Charges for lab fees for higher metals (noble, high noble) or porcelain are not covered. An allowance will be made for a full cast crown. Enrollee will be responsible for the difference.
- Implants, their removal or other associated procedures are not covered.

#### Fixed Bridges

- A fixed bridge is covered when it is necessary to replace a missing permanent anterior tooth in a person 16 years of age or older and the patient's oral health and general dental condition permits. For children under the age of 16, it is considered optional dental treatment and will not be covered. If performed on an enrollee under the age of 16, the enrollee must pay the difference in cost between the fixed bridge and a space maintainer.
- Fixed bridges used to replace missing posterior teeth are considered optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic and are not covered.
- Fixed bridges are optional when provided in connection with a partial denture on the same arch and are not covered.
- Replacement of an existing fixed bridge is covered only when it cannot be made satisfactory by repair.

#### Removable Prosthetics (Dentures)

- Partial dentures will not be replaced within five years unless:
  1. It is necessary due to natural tooth loss where the addition or replacement of teeth to the existing partial is not feasible, or
  2. The denture is unsatisfactory and cannot be made satisfactory.
- A removable partial denture is considered adequate restoration of a case when teeth are missing on both sides of the dental arch. Other treatments of such cases are considered optional and will be limited to the cost of a partial.
- Full upper and/or lower dentures are not to be replaced within five years unless the existing denture is unsatisfactory and cannot be made satisfactory by reline or repair.
- The covered dental benefit for complete dentures will be limited to the benefit level for a standard procedure. If a more personalized or specialized treatment is chosen by the patient and the dentist, the patient will be responsible for all additional charges.
- Office or laboratory relines or rebases are limited to one per arch in any six consecutive months.
- Tissue conditioning is limited to two per denture.
- Charges for actual lab fees for full maxillary or mandibular dentures will be the enrollee's responsibility. The enrollee will be responsible for the co-pay for full maxillary or mandibular dentures plus any applicable lab fees.
- Charges for actual lab fees for partial upper or lower dentures, rebases or laboratory relines will be the enrollee's responsibility. The enrollee will be responsible for the co-pay plus any applicable lab fees.
- Implants, their removal or other associated procedures are not covered.

### ***Orthodontic Limitations***

Premier Access will pay a portion of the initial banding costs and ongoing maintenance costs, up to the lifetime maximum. For enrollees on Plan A or Plan B, Premier Access will pay 95% of the upfront costs (initial banding) and 95% of ongoing treatment costs (monthly, quarterly, etc.) until the lifetime maximum is reached. For enrollees on Plan C, Premier Access will pay 50% of the upfront costs (initial banding) and 50% of ongoing treatment costs (monthly, quarterly, etc.) until the lifetime maximum is reached.

- Benefits limited to medically necessary orthodontic services. A medically necessary service is one needed to treat certain medical conditions. Enrollee must score a minimum of 30 on the Salzmann Index.



- Cephalometric x-ray limited to once in any 2 year period.
- Orthodontic treatment diagnostic casts (study models), limited to 1 per person.
- Benefits for ongoing treatment are payable over the shorter of the treatment length or 24 months.
- Benefits are not paid to repair or replace any orthodontic appliance provided under CHIP.
- Benefits end immediately if treatment stops, or if the enrollee's CHIP coverage is terminated.
- If the enrollee's orthodontic treatment is interrupted and orthodontic bands are prematurely removed, then the enrollee no longer qualifies for continued orthodontic treatment.
- If the enrollee's coverage ends after the start of treatment, the enrollee will be responsible for any additional charges for remaining treatment after coverage ends. The provider will not charge the enrollee more than the contracted rate for treatment remaining after the loss of coverage.

### **Dental Exclusions**

1. Services and supplies not listed in the scope of coverage, not recognized as essential for the treatment of the condition according to accepted standards of practice or considered experimental.
2. Charges for cosmetic procedures and procedures performed primarily for cosmetic reasons.
3. Charges for services related to, performed in conjunction with, or resulting from a non-covered service.
4. Charges for services that are applied toward the satisfaction of deductible, if any.
5. Charges for implants, myofunctional therapy, athletic mouth guards, precision or semi-precision attachments, treatment of fractures, cysts, tumors, or lesions; maxillofacial prosthesis, orthognathic surgery or TMJ dysfunction.
6. Services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia, fluorosis and anodontia..
7. Charges for lab fees for higher metals or porcelain crowns, bridges, inlays or onlays.
8. Charges for treatment to restore tooth structure lost from wear, erosion or abrasion; treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion; or treatment to stabilize the teeth. Examples include but are not limited to: equilibration, periodontal splinting or occlusal adjustment.
9. Charges for extraoral grafts.
10. Charges for treatment performed by someone other than a dentist or a person who by law may work under a dentist's direct supervision.
11. Charges for services or supplies covered by any other health plan, medical expense, auto or no-fault plan.
12. Charges for treatment performed by a person who ordinarily resides in the enrollee's household or who is related to the enrollee by blood, marriage or legal adoption.
13. Charges for anesthesia, other than general anesthesia and IV sedation in connection with covered oral surgery or select endodontic and periodontal surgical procedures.
14. Charges for local anesthesia. These charges are included within the cost of the procedures performed and cannot be charged separately.
15. Charges for oral sedation and nitrous oxide.

### **General Exclusions**

1. Charges in excess of the contracted fee-for service schedule or the Reasonable and Customary Rate, whichever applies.
2. Charges for any treatment program which began prior to the date the insured is covered by CHIP and Premier Access.
3. Treatment of condition, injury or illness covered under any Workers' Compensation Act or similar law.
4. Charges resulting from changing from one provider to another while receiving treatment, or from receiving treatment from more than one provider for one dental procedure to the extent that the total charges billed exceed the amount incurred if one provider had performed all services.
5. Charges by any hospital or other surgical or treatment facility and any additional fees charged for treatment in any such facility.
6. Charges for drugs or the dispensing of drugs.
7. Charges for oral hygiene instruction, plaque control, acid etch, prescription or take home fluoride, dietary instruction, x-ray duplications, cancer screening, broken appointments, completion of a claim form, OSHA/ sterilization fees (Occupational Safety & Health Agency), or diagnostic photographs (except for orthodontic purposes).
8. Services incurred during travel or activity outside of the United States, except for covered emergency services.

# ATTACHMENT B



## Grievance Form Utah Children's Health Insurance Program (CHIP)

Please fill in the information below. If you need help, please call Premier Access Customer Service. The Customer Service number is 1-877-854-4242.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Nature of Grievance – Please provide specific details. Include the date(s) of service and name of the dentist(s) who provided the service. Please use additional sheets if needed.

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Please mail or email this form:

Address: Premier Access Insurance Company  
Attn: Grievances/Appeals Department  
P.O. Box 255039  
Sacramento, CA 95865-5039

Email: [GrievanceDept@PremierLife.com](mailto:GrievanceDept@PremierLife.com)

**DO NOT WRITE BELOW THIS LINE  
FOR COMPANY USE ONLY**

GRIEVANCE RECEIVED BY: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

TIME RECEIVED: \_\_\_\_\_

GRIEVANCE LOG COMPLETED BY: \_\_\_\_\_

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

This Notice tells you about the ways Premier Access Insurance Company ("*Premier Access*") may collect, store, use and disclose your protected health information and your rights concerning your protected health information. "Protected Health Information" is information about you that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

Federal and state laws require us to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information. We must follow the terms of this Notice while it is still in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

### **Uses and Disclosures of Your Protected Health Information**

We may use and disclose your protected health information for different purposes. The examples below are illustrations of the different types of uses and disclosures that we may make without obtaining your authorization.

- **Payment.** We may use and disclose your protected health information in order to pay for your covered health expenses. For example, we may use your protected health information to process claims or be reimbursed by another insurer that may be responsible for payment.
- **Treatment.** We may use and disclose your protected health information to assist your health care providers (dentists) in your diagnosis and treatment.
- **Health Care Operations.** We may use and disclose your protected health information in order to perform our plan activities, such as quality assessment activities, or administrative activities, including data management or customer service. In some cases, we may use or disclose the information for underwriting or determining premiums.
- **Enrolled Dependents and Family Members.** We will mail explanation of benefits forms and other mailings containing protected health information to the address we have on record for the subscriber of the dental plan.

### **Other Permitted or Required Disclosures**

- **As Required by Law.** We must disclose protected health information about you when required to do so by law.
- **Public Health Activities.** We may disclose your protected health information to public health agencies for reasons such as preventing or controlling disease, injury or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose your protected health information to government agencies about abuse, neglect or domestic violence.
- **Health Oversight Activities.** We may disclose protected health information to government oversight agencies (e.g. state insurance departments) for activities authorized by law.
- **Judicial and Administrative Proceedings.** We may disclose protected health information in response to a court or administrative order. We may also disclose protected health information about you in certain cases in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement.** We may disclose protected health information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- **Coroners or Funeral Directors.** We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties.
- **Research.** Under certain circumstances, we may disclose protected health information about you for research purposes, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose protected health information about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.
- **Workers' Compensation.** We may disclose protected health information to the extent necessary to comply with state law for workers' compensation programs.

### **Other Uses or Disclosures with an Authorization**

Other uses or disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke an authorization at any time in writing, except to the extent that we have already taken action on the information disclosed or if we are permitted by law to use the information to contest a claim or coverage under the Plan.

## Your Rights Regarding Your Protected Health Information

You may have certain rights regarding protected health information that the Plan maintains about you.

- **Right to Access Your Protected Health Information.** You have the right to review or obtain copies of your protected health information records, with some limited exceptions. Usually the records include enrollment, billing, claims payment and case or medical management records. Your request to review and/or obtain a copy of your protected health information must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance.
- **Right to Amend Your Protected Health Information.** If you feel that your protected health information maintained by *Premier Access* is incorrect or incomplete, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request, if for example, you ask us to amend information that was not created by *Premier Access* or you ask us to amend a record that is already accurate and complete. If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut that statement.
- **Right to an Accounting of Disclosures.** You have the right request an accounting of disclosures we have made of your protected health information. The list will not include our disclosures related to your treatment, our payment or health care operations, or disclosures made to you or with your authorization. The list may also exclude certain other disclosures, such as for national security purposes. Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (paper or electronically). For additional lists within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance.
- **Right to Request Restrictions on the Use and Disclosure of Your Protected Health Information.** You have the right to request that we restrict or limit how we use or disclose your protected health information for treatment, payment or health care operations. ***We may not agree to your request.*** If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.
- **Right to Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you or that we send information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us could endanger you. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our Privacy Officer. See the end of this Notice for the contact information.

## Health Information Security

*Premier Access* requires its employees to follow its security policies and procedures that limit access to health information about members to those employees who need it to perform their job responsibilities. In addition, *Premier Access* maintains physical, administrative and technical security measures to safeguard your protected health information.

## Changes to This Notice

We reserve the right to change the terms of this Notice at any time, effective for protected health information that we already have about you as well as any other information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice. Any time we make a material change to this Notice, we will promptly revise and issue the new Notice with the new effective date.

## Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may file a complaint with us by contacting the person listed below. You may also send a written complaint to the U.S. Department of Health and Human Services. The person listed below can provide you with the appropriate address upon request. We support your right to protect the privacy of your protected health information. ***We will not retaliate against you or penalize you for filing a complaint.***

## Our Legal Duty

We are required by law to protect the privacy of your information, provide this notice about our information practices, and follow the information practices that are described in this notice.

If you have any questions or complaints, please contact:

Privacy Officer  
Premier Access Insurance Company  
P. O. Box: 659010  
Sacramento, CA 95865-9010

Phone: (916) 920-2500  
Fax: (916) 646-9000  
Email: PrivacyOfficer@PremierLife.com