MEMBER RIGHTS AND RESPONSIBILITIES

We are committed to:

1. Recognizing and respecting you as a Member.
2. Encouraging open discussions between you, your Physician, and other Medical Practitioners.
3. Providing information to help you become an informed health care consumer.
4. Providing access to Covered Services and our Network Providers.
5. Sharing our expectations of you as a Member.
6. Providing coverage regardless of race, color, national origin, age, disability, sex, gender identity or sexual orientation.

These rights and responsibilities are further detailed in the sections throughout this Contract. Please see applicable sections for additional information.

You have the right to:

1. Participate with your Physician and Medical Practitioners in decisions about your health care. This includes working on any treatment plans and making care decisions. You should know any possible risks of various treatment options you may have, problems related to recovery, and the likelihood of success. You shall not have any treatment without consent freely given by you or your legally Authorized Representative. Your Provider should inform you of your care options.
2. Know who is approving and performing the procedures or treatment. All likely treatment and the nature of the problem should be explained clearly.
3. Receive the benefits for which you have coverage. Coverage requires the use of Network Providers as explained in this document. Failure to utilize Network Providers without Prior Authorization, except for Emergency Services, may result in denial of benefits.
4. Be treated with respect and dignity.
5. Privacy of your personal health information, consistent with state and federal laws, and our policies.
6. Receive information, about our organization and services; our Network of Physicians, Medical Practitioners, Hospitals and other Facilities; changes in Network status for Providers who you are receiving treatment from, our policies, and member rights and responsibilities.
7. Candidly discuss with your Physician and Medical Practitioners appropriate and Medically Necessary care for your condition, including new uses of technology, regardless of cost of such services or whether the services are part of your benefit coverage. This includes information from your Primary Care Provider about what might be wrong (your diagnosis), recommended treatment and other available options, and the most likely results (your prognosis). Your Provider and Member Services can discuss treatments with you that may or may not be covered by the Contract, regardless of the cost. You have a right to know about any costs you will need to pay. This should be told to you in words you can understand. When it is not appropriate to give you information for medical reasons, the information can be given to a legally Authorized Representative. Your Physician will ask for your approval for treatment unless there is an emergency and your life and health are in serious danger.
8. Voice Complaints or Grievances about our organization, your coverage, or care provided.
9. Appeal any benefit or coverage decisions we (or our designated administrators) make.
10. Refuse treatment to the extent the law allows without jeopardizing future treatment and be informed by your Provider(s) of the medical consequences. You are responsible for your actions if treatment is refused or if the Provider's instructions are not followed. You should

discuss all concerns about treatment with your Provider and be informed by your Provider(s) of the medical consequences. Your Provider can discuss different treatment plans with you, if there is more than one option that may help you. You will make the final decision. Your Provider should provide you with information on Advance Directives and you should ask that a copy be kept in your medical chart.

11. See your medical records.
12. You have the right to be informed of covered and non-covered services when you request information or Authorization for services; how to access services; how to choose and/or change your Primary Care Provider assignment; which Providers are Network Providers; how to file an Appeal if you receive a benefit denial; and how to file a Grievance. This includes information on Member rights and responsibilities, and our other rules and guidelines. We will notify you at least 30 calendar days before the Effective Date of any modifications. Any notices will let you know about the effect of any changes on your coverage and any personal liability related to benefits or costs.
13. Select another health plan or switch health plans during open enrollment or a special enrollment period.
14. Adequate access to qualified Physicians and Medical Practitioners and treatment or services regardless of race, color, national origin, age, disability, sex, gender identity or sexual orientation.
15. Access Medically Necessary urgent and Emergency Services 24 hours a day, seven days a week.
16. Receive information in a different format in compliance with the Americans with Disabilities Act, if you have a disability.
17. Select your Primary Care Provider within the Network. You also have the right to change your Primary Care Provider or request information on Network Providers close to your home or work.
18. Know the name and job title of people providing you care.
19. An interpreter, available by phone, if you do not speak or understand English.
20. A second opinion by a Network Provider, if you want more information about your treatment or would like to explore additional treatment options.
21. Make an Advance Directive for health care decisions. Your Provider should provide you with information on Advance Directives and you should ask that a copy be kept in your medical chart.
22. Determine what actions should be taken regarding your health if you are no longer able to make decisions for yourself because of illness or because you are incapacitated. You have the right to have your wishes known by completing Advance directives forms. Advance Directive forms are forms you can complete to protect your rights for medical care. It can help your Primary Care Provider and other Providers understand your wishes about your health. Advance Directives will not take away your right to make your own decisions and will work only when you are unable to speak for yourself. Examples of Advance Directives include:
    a. Living Will
    b. Health Care Power of Attorney
    c. “Do Not Resuscitate” Orders

    Members also have the right to refuse to make Advance Directives. You should not be discriminated against for not having an Advance Directive.
23. Make recommendations regarding our Member rights and responsibilities policy.

You have the responsibility to:

1. Read this entire Contract.
2. Treat all health care professionals and staff with courtesy and respect.
3. Give accurate and complete information about present conditions, past illnesses, hospitalizations, medications, and other matters about your health that we or your Medical Practitioners need in order to provide care. You should make it known whether you clearly understand your care and what is expected of you. You need to ask questions of your Physician until you understand the care you are receiving.
4. Review and understand the information you receive about us. You need to know the proper use of Covered Services, including the need to use Network Providers and obtain Prior Authorization for services when required.
5. Show your Member identification card and keep scheduled appointments with your Physician, and call the Physician's office during office hours whenever possible if you have a delay or cancellation.
6. See your assigned Primary Care Provider for most of your care. You may change your Primary Care Provider verbally or in writing by contacting Member Services.
7. Read and understand to the best of your ability all materials concerning your health benefits or ask for help if you need it.
8. Follow the treatment plans and instructions for care that you have agreed on with your health care professionals and Physician.
9. Tell your health care professional and Physician if you do not understand your treatment plan or what is expected of you. You should work with your Provider to develop treatment goals. If you do not follow the treatment plan, you have the right to be advised of the likely results of your decision.
10. Follow all health benefit plan guidelines, provisions, policies and procedures.
11. Use any emergency room only when you think you have an Emergency Condition. For all other care, you should call your Primary Care Provider or access an Urgent Care Center. You also have access to our 24/7 Nurse Advice Line at 1-877-687-1197 and may be able to access Telemedicine services through your Provider or by calling 1-800-835-2362.
12. Provide us with information about any other health care coverage you obtained before or after enrolling with us. If you enroll in other coverage, you must provide us with the information as soon as possible. This is to avoid improper payments. You cannot enroll in Marketplace Coverage if you already have Medicare coverage. Marketplace Coverage is duplicative for existing Medicare Members, and will not provide additional benefits because Medicare is primary.
13. Pay your monthly premiums on time and pay all Deductible Amounts, Copayment Amounts, or Coinsurance percentages.
14. Receive all of your health care services and supplies from Network Providers, except as specifically stated in this Contract.
15. Inform the Washington Health Benefit Exchange or other entity through which you enrolled of any changes to your income, household size, address or health coverage eligibility as soon as possible, but no more than 60 calendar days from the date of the event.
16. Notify us or the Washington Health Benefit Exchange of any enrollment related changes that would affect your Contract within 60 calendar days of the event. Enrollment related changes include the following: birth of a child, adoption, marriage, divorce, change of address, adding/removing a dependent, Spouse/domestic partner becomes eligible under a different insurer, or incarceration where previously satisfied Member Deductible or Out-of-Pocket Maximum amounts within the same calendar year may qualify to transfer from one policy to another policy.