

*The Micron Clinic Plan provides you personal medical care, including general wellness exams, at Micron's Family Health Center located at 8000 South Federal Way in Boise, Idaho and Crossover Health Nearsite Clinic locations in, San Jose, California.*

*Micron has contracted with Crossover Health to provide clinical services at Micron's Family Health Center in Boise and the Crossover Health Nearsite Clinic in San Jose, California.*

## **ERISA**

This Clinic Plan is subject to ERISA. See the Additional Administrative Facts and Statement of ERISA Rights sections of this Benefits Handbook for details.

## **Micron Family Health Center, Crossover Health Clinics**

Team members and their Eligible Dependents (as defined below) are eligible to use the Micron Family Health Center, located at Micron's Boise, Idaho site and any one of the Crossover Health Nearsite Clinics located in San Jose, California for a clinic visit fee per visit. Team members and their Eligible Dependents are not permitted to use on-site Clinics managed by Crossover Health located within the campus of various other employers located throughout the San Jose, California area. Team members and their Eligible Dependents (as defined below) must be a minimum of 18 years of age to utilize the Crossover Health Nearsite Clinics located in San Jose, California. Eligible Dependents (as defined below) must be a minimum of 2 years of age to utilize the Micron Family Health Center located in Boise, Idaho.

Crossover Health may expand or reduce the number or change the location of Crossover Health Nearsite Clinics in the Bay Area, CA.

Please remember to bring your medical card to your appointment so the Micron

Family Health Center or Crossover Health can bill you or your insurance correctly.

Micron has hired outside organizations which specialize in clinic management to provide health care services at the Micron Family Health Center in Boise, Idaho and the Crossover Health Nearsite Clinics in San Jose, California,. Micron is not responsible for the acts of employees of the clinic management company or its related companies and agents. Crossover Health is the clinic management company that has been hired to manage the Micron Family Health Center in Boise, Idaho and the Crossover Health Nearsite Clinics in San Jose, California and process claims. Crossover Health does not serve as an insurer, just a provider of services. Micron is ultimately responsible for providing benefits (i.e. paying the costs, other than costs which are your responsibility), not Crossover Health.

## **Eligibility**

You are eligible to participate in this Plan if you currently participating in the Value High Deductible Medical Plan, Consumer Directed High Deductible Medical Plan, Select US, Cigna International, Value PPO Medical Plan, Idaho PPO Medical Plan, or PPO Medical Plan and are a regular, full-time or part-time team member or an intern of Micron Technology, Inc. ("Micron") or a wholly owned Micron subsidiary, or an Eligible Dependent of a team member covered under the Micron medical plans listed above.

Team members must be a minimum of 18 years of age to utilize the Crossover Health Nearsite Clinics located in San Jose, California.

Crossover Health may provide services to other individuals, at their discretion, by location. Other individuals and dependent services are not eligible for the Micron Clinic Plan.

**Definition of a Team Member.** Team members are those individuals who are considered an employee of Micron as

classified by Micron under its standard human resource practices globally, regardless of whether or not such person may be considered a common law employee or independent contractor for purposes of federal income tax withholding or other purposes. For example, the following persons are not employees for purposes of this Plan:

- leased employees, as defined in Internal Revenue Code Section 414(n),
- individuals classified by Micron as independent contractors, temporary workers or leased employees (including those who are at any time reclassified by the Internal Revenue Service, a court of competent jurisdiction or otherwise), and
- individuals who are seconded to an employer participating in this Plan.

**Ineligible Team Members.** You are ineligible to participate in this Plan if:

- You are an individual or dependent enrolled in the Kaiser Permanente HMO Medical Plan.
- You are an individual that has waived (opted-out of) medical coverage.
- You are an individual whose terms and conditions of employment are governed by a collective bargaining agreement, or
- You are an individual who has waived participation in the Plan through any means including individuals whose employment is governed by a written agreement with Micron (including an offer letter setting forth the terms and conditions of employment) that provides that the individual is not eligible to participate in the Plan.

**Eligibility upon Re-Employment.** If your employment with Micron has terminated for at least 31 days and you are later re-employed by Micron or another wholly owned or Micron subsidiary that participates in this Plan, you are required to meet all eligibility and enrollment requirements before coverage

begins.

**Eligibility During a Leave of Absence.**

Your participation in this Plan will automatically continue while on a Micron approved leave of absence. An approved leave of absence is your absence from assigned work, which has been approved by Micron under standard human resource policies, applied in a nondiscriminatory manner to all team members, including:

- an approved leave of absence for up to 24 weeks in any 12-month period qualifying under the Family and Medical Leave Act of 1993 ("FMLA"), or 26 weeks in any 12-month period under the Service Member Family Leave ("SMFL") for Caregiver Leave,
- an approved Birth and Adoption leave of absence
- an approved personal leave of absence,
- an approved leave of absence in accordance with other state law, and
- an approved military leave as a result of duty in the uniformed services including service in the Armed Forces, the Army National Guard, and the Air National Guard, when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, certain types of service in the National Disaster Medical System, and any other category of persons designated by the President of the United States in time of war or emergency.

If you have not returned to qualifying active employment after 24 (or 26 if SMFL for Caregiver Leave) consecutive calendar weeks of an approved leave of absence, you are no longer eligible to participate in this Plan and your participation will end on the last day of the month in which your leave reaches 24 (or 26 if SMFL for Caregiver Leave) consecutive calendar weeks. There is one exception to this rule.

- If you are on a state or federal

mandated leave of absence that requires coverage to continue for a specified period of time under the Health Plans, your participation will continue through the time specified in that regulation. Examples of state or federal mandated leaves of absence that require coverage to continue for a specified period of time include the Uniformed Services Employment and Re-employment Act, and the Family and Medical Leave Act.

If you return to qualifying active employment after being absent for 24 (or 26 if SMFL for Caregiver Leave) consecutive calendar weeks on an approved personal leave of absence, an approved Birth and Adoption leave of absence, an approved leave of absence in accordance with state law, a FMLA leave of absence, or an approved military leave of absence within the guidelines outlined in the Uniformed Services Employment and Reemployment Act, you are eligible to participate in this Plan. Return to qualifying active employment is defined as working an average of 18 or more hours per week in a position that is otherwise eligible to participate in this Plan. If you return to active employment following an approved Birth and Adoption leave of absence, your return will be considered a return to qualifying active employment for a parental integration period of up to 8 weeks regardless of hours actually worked during such period.

## Initial Enrollment

You are automatically enrolled for coverage in this Plan.

**Enrollment Effective Date.** The Effective Date of coverage in this Plan is your hire date.

**Premiums.** This Plan does not require team member premium payments by active eligible team members. Micron provides the Clinic Plan at no cost for all active part-time and full-time team members and interns, and their enrolled Eligible Dependents currently participating

in the Consumer Directed High Deductible Medical Plan, Value High Deductible Medical Plan, , , Select US, Cigna International, Idaho PPO Medical Plan, Value PPO Medical Plan, or PPO Medical Plan, other than the fee amount described below. This means you do not have to pay any premiums through bi-weekly payroll deduction to receive coverage through this Plan.

## Annual Enrollment

No action is required by you during Annual Enrollment. Your coverage in this Plan continues until your employment with Micron ends.

## Clinic Visit Fee Amount

You pay a fee for all services provided during an office visit. Applicable fees are located on the charts beginning on page 7, which are based on your medical plan enrollment on the date services are received from the Micron Family Health Center and Crossover Health Nearsite Clinic.

If there are two amounts listed for particular service, the first amount is the fee you will pay until you reach the applicable plan's deductible. The second amount is the fee you will pay after you reach the deductible and before you reach the out of pocket maximum.

## Micron Family Health Center No-Show Policy and Fee

If you need to cancel or reschedule your Micron Family Health Center appointment located at 8000 S. Federal Way, Boise, Idaho, please do so via your Member Portal account or by calling 208-368-5656. You must notify Crossover Health 24 hours prior to your scheduled appointment to avoid the No-Show penalty.

Cancelling an appointment at the Micron Family Health Center after this window or failure to show up for an appointment or arriving 15 minutes after your

appointment start time will result in a No Show. All members will be afforded up to two No-Show Appointments free of charge.

**No-Show First Occurrence:** You will receive an email notifying you that you missed your appointment.

**No-Show Second Occurrence:** You will receive an email notification followed by a personal phone call from a Crossover Health team member. The attempts at contacting you will be documented in your record.

**No-Show Third Occurrence:** A \$40 No-Show Fee will be charged upon a third instance of a No-Show and every instance thereafter. The \$40 No-Show Fee will not generate a claim or be applied to your Health Plan deductible or Out of Pocket maximum. You will be expected to pay the fee at your next appointment with the clinic.

After a third occurrence, the online appointment system may be modified to limit online scheduling, limit availability, or limit the number of appointments that can be scheduled, or having the feature disabled completely. You will be required to call 208-368-5656 to schedule an appointment when online scheduling is disabled.

In adherence with this policy, it is required that team members pay their account balances to zero (\$0) prior to scheduling future appointments at Crossover Health.

This No-Show policy and Fee is not applicable for Occupational Health Care services provided at the Micron Family Health Center.

## Your Dependent's Eligibility

The following Eligible Dependents currently covered under the Consumer Directed High Deductible Medical Plan, Value High Deductible Medical Plan, Idaho PPO Medical Plan, Select US Medical Plan, Cigna International Medical Plan, Value PPO Medical Plan, or PPO Medical Plan are eligible to use the Clinic Plan.

- Spouse
- Domestic Partner
- Child Under age 26
- Child of Domestic Partner Under age 26
- Child Age 26 or older with Mental or Physical Disabilities

Eligible Dependents must be a minimum of 18 years of age to utilize the Crossover Health Nearsite Clinics located in San Jose, California.

Eligible Dependents must be a minimum of 2 years of age to utilize the Micron Family Health Center located at 8000 South Federal Way in Boise, Idaho in Boise, Idaho.

**Spouse or Domestic Partner.** Your spouse by a marriage that occurred in any state or foreign jurisdiction in accordance with the applicable law of such state or foreign jurisdiction (regardless of the marital laws where you currently live) is eligible to participate in the Clinic Plan. Your domestic partner, as defined by the Micron Domestic Partner Affidavit is eligible to participate in the Clinic Plan.

**Child Under Age 26.** Your or your domestic partner's child who is under age 26 is eligible to use the Clinic Plan if they meet the following criteria:

- A son, daughter, stepson, stepdaughter, or child placed with you or your domestic partner by judgement decree or other order of any court of competent jurisdiction, including guardianship of a minor child.
- A legally adopted child or child placed with you or your domestic partner for adoption through a legally enforceable agreement under applicable state law is considered your son or daughter.

**Child Age 26 or older with Mental or Physical Disability.** Your or your domestic partner's child who, except with regard to the age 26 restriction, meets the "child under age 26" eligibility

requirements listed above is still eligible to use the Clinic Plan if they meet all of the following criteria:

- The child has a permanent mental or physical disability;
- The child is incapable of self-sustaining employment because of the disability;
- The child became incapacitated prior to reaching age 26; and
- The child is your tax dependent.

***Special Rule for a Child of Divorced or Separated Parents.*** For purposes of the Clinic Plan, if you are divorced or legally separated, your son and/or daughter is considered to be a dependent of both you and your divorced or legally separated spouse.

#### ***Dependents That are Not Eligible.***

Ineligible dependents include but are not limited to the following:

- Your Eligible Dependents not covered under the Consumer Directed High Deductible Medical Plan, Value High Deductible Medical Plan, , Select US, Cigna International, Value PPO Medical Plan, Idaho PPO Medical Plan, or PPO Medical Plan.
- An ex-spouse or ex-domestic partner from whom you have obtained a legal divorce, legal separation, termination of domestic partnership or an annulment of the marriage.
- A child who has reached age 26, unless disabled as described above.
- A child of a common law spouse, (unless such spouse is your domestic partner)
- A child for whom a court ordered custodial arrangement or guardianship as described above is terminated or superseded, for example, because the child turns 18.
- A stepchild if your marriage or domestic partnership with the natural parent terminates.

- Your parent or your domestic partner's parent.
- Your dependent's spouse.
- Your grandchild or domestic partner's grandchild.
- Individuals under your care or living in your home that do not meet the requirement of Eligible Dependent.

In some cases an individual described above may separately satisfy the definition of an Eligible Dependent. In that case, such individual will be an Eligible Dependent for purposes of the Clinic Plan. For example, among other situations, a step child or the child of your common law spouse may be eligible as your adopted child or a child for whom you have court ordered custody.

#### **Hours of Operation**

You can verify the Micron Family Health Center's hours of operation by calling (208) 368-5656, or the Crossover Health Nearsite Clinics at (408) 495-5850, or by viewing the information on PeopleNow/.

#### **Appointments**

Appointments are preferred but may not be required. Call ahead to schedule an appointment at the respective location.

#### **Payment**

Payment is required at the time of service. You may pay by VISA, Master Card, and most debit cards. If you are enrolled in the Consumer Directed High Deductible Medical Plan, Value High Deductible Medical Plan, , Value PPO Medical Plan, Idaho PPO Medical Plan, PPO Medical Plan, the clinic management company will file the insurance claim.

- Health Center/clinic visit fees may be submitted for reimbursement through Micron's Health Care Flexible Spending Account Plan or your Health Savings Account.
- Health Center/clinic visit fees will be

applied toward the deductible and out-of-pocket maximum on Micron's Consumer Directed High Deductible Medical Plan, Value High Deductible Medical Plan, Value PPO Medical Plan, Idaho PPO Medical Plan, or PPO Medical Plan, .

It is important to note that if you participate in a high deductible health plan, the fees for services at a Crossover Health Clinic, and the Micron Family Health Center, are set at fair market value; to allow you to remain eligible to contribute to a Health Savings Account.

## Micron Family Health Center (Boise, ID)

	Select US, Cigna International, Cigna MBA, Cigna TCN	Consumer Directed High Deductible (CDHP) Medical Plan	PPO Medical Plan, Idaho PPO Medical Plan	Value High Deductible Medical Plan	Value PPO Medical Plan
Annual Physical and Well Women	\$0	\$0	\$0	\$0	\$0
Primary Health/Medical Visit	\$0	\$40/\$6	\$35/\$7	\$40/\$4	\$35/\$5.25
Behavioral Health	\$0	\$20/\$3	\$20/\$4	\$20/\$2	\$20/\$3
Physical Therapy	\$0	\$40/\$6	\$35/\$7	\$40/\$4	\$35/\$5.25
Chiropractic	\$0	\$40/\$6	\$35/\$7	\$40/\$4	\$35/\$5.25
Personal Travel Visit	\$0	\$0	\$0	\$0	\$0
Personal Immigration Physical Examination	\$0	\$140	\$140	\$140	\$140
Business Immigration Physical Examination	\$0	\$0	\$0	\$0	\$0
Laboratory - In house	\$0	\$0	\$0	\$0	\$0
Laboratory - outside provider	\$0	\$10/\$1.50	\$10/\$2	\$10/\$1	\$10/\$1.50

If there are two amounts listed, the first amount is the fee you pay prior to meeting the deductible. The second amount is the fee you pay after meeting the deductible and before reaching the out of pocket maximum. If a visit to the Micron Family Health Center (MFHC) causes you to meet the deductible/out of pocket maximum, the amount owed may vary based on the remaining balance of the deductible/out of pocket. It is important to note that if you participate in a high deductible health plan, the fees for services at the Micron Family Health Center are set at fair market value to allow you remain eligible to contribute to a Health Savings Account. Additional services may be available. Fees for additional services are provided at the time of service.

## Crossover Health Nearsite Clinics (San Jose, CA)

	Select US, Cigna International, Cigna MBA, Cigna TCN	Consumer Directed High Deductible (CDHP) Medical Plan	PPO Medical Plan, Idaho PPO Medical Plan	Value High Deductible Medical Plan	Value PPO Medical Plan
Annual Physical and Well Women	\$0	\$0	\$0	\$0	\$0
Primary Health/Medical Visit	\$0	\$90/\$13.50	\$35/\$7	\$90/\$9	\$35/\$5.25
Behavioral Health	\$0	\$20/\$3	\$20/\$4	\$20/\$2	\$20/\$3
Physical Therapy	\$0	\$40/\$6	\$35/\$7	\$40/\$4	\$35/\$5.25
Chiropractic	\$0	\$40/\$6	\$35/\$7	\$40/\$4	\$35/5.25
Personal Travel Visit	\$0	\$0	\$0	\$0	\$0
Acupuncture	\$0	\$40/\$6	\$35/\$7	\$40/\$4	\$35/\$5.25

If there are two amounts listed, the first amount is the fee you pay prior to meeting the deductible. The second amount is the fee you pay after meeting the deductible and before reaching the out of pocket maximum. If a visit to the Crossover Health Nearsite Clinic causes you to meet the deductible/out of pocket maximum, the amount owed may vary based on the remaining balance of the deductible/out of pocket. It is important to note that if you participate in a high deductible health plan, the fees for services at a Crossover Health Nearsite Clinic are set at fair market value to allow you remain eligible to contribute to a Health Savings Account. Additional services may be available. Fees for additional services are provided at the time of service.



## Health Center Providers

Care in the Micron Family Health Center and the Crossover Health Clinics is provided by physicians, nurse practitioners and physician assistants. All providers are employees of Crossover Health.

## Health Center Services

Services provided by the Micron Family Health Center and Crossover Nearsite Health Clinics may include the following:

- Primary care - treatment of chronic conditions not requiring a specialist such as high blood pressure, thyroid and cholesterol,
- Urgent care conditions such as strep throat, sinusitis, ear infections, back pain, skin rashes, migraine headaches, muscle pain, urinary tract infections and gastrointestinal problems,
- Blood pressure monitoring,
- Suturing,
- Physical exams including wellness physicals, insurance physicals, adoption physicals and INS physicals,
- Basic laboratory testing,
- On-site physical therapy,
- On-site chiropractic services,
- Individual counseling, Health Coaching and
- Referrals to other health care providers.

Crossover Health may expand or discontinue certain services provided at the Micron Family Health Center and Crossover Health Nearsite Clinics. Services may vary by location.

## Termination of Coverage

Enrollment in the Clinic Plan ends on the earlier of the following dates:

- the date the Clinic Plan terminates,

- the day after an Eligible Dependent dies,
- the last day of the month after a Participant who is a team member dies,
- a date of termination described in the "Change in Status" section, or
- the last day of the month during which a Participant who is a team member loses eligibility under the Plan due to job status change including any approved leave of absence greater than 24 weeks, and
- when a Participants' employment with Micron or a wholly owned Micron subsidiary ends.

The Clinic Plan may also, after a 30 day notice, terminate a Participant's coverage for any fraud, misrepresentation, omission or concealment of facts that could have impacted eligibility for coverage under the Clinic Plan. Termination of coverage may be retroactive.

Under certain circumstances, you may continue to participate on an after-tax basis provided you elect to continue participation in the Clinic Plan pursuant to your rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and you make the required monthly premium payments to benefitexpress. See the Health Care Continuation Coverage Notice (found in the Benefits Handbook) for more information about your rights and responsibilities.

The COBRA Clinic enrollment is an independent and separate COBRA election from a COBRA Medical Plan enrollment. You may enroll in the COBRA Clinic Plan without requirement to enroll in a Micron COBRA Medical Plan. Participants that do not participate in the Micron Clinic COBRA Plan are no longer eligible to utilize the Micron Family Health Center located at 8000 South Federal Way in Boise, Idaho or the Crossover Health Nearsite Clinic locations in, San Jose, California.

**Important Notice: Enrollment in the COBRA Clinic plan alone will not satisfy the Individual mandate to carry medical coverage required under The Patient Protection and Affordable Care Act (Health Care Reform/Obamacare) due to the limited scope of medical services available through the on-site and nearsite clinics.**

## Appeals

There are two different types of appeals allowed under this Plan:

- First Level Appeal, and
- Second Level Appeal

### First Level Appeal

If you disagree with a decision regarding your eligibility, enrollment or benefit under this Plan, you have 180 days from the date of the original notice of the denial in which to file a written request for review.

You or your authorized representative must e-mail, mail or fax your written request for review to:

First Level Appeal  
Benefits Department, MS 01-727  
Micron Technology, Inc.  
8000 South Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Fax: (208) 368-1553  
E-mail: Benefits@micron.com

**Authorized Representative.** If you are physically or mentally incapacitated (for example, you are in a coma), your spouse, parent or other individual designated by a court shall be deemed to be an authorized representative.

**Appeal Review Process.** The First Level Appeals Committee will review your appeal and a decision will be made consistent with the terms of the Plan and applicable law. The persons who made the initial decision will not decide the first

level appeal.

If the claim involves medical judgment, the review of an independent medical professional with appropriate experience in the area of treatment may be sought.

The First Level Appeals Committee has full discretionary power to interpret the Plan and decide all questions concerning the Plan and the eligibility of any person to participate in the Plan, with such interpretation and decisions to be final and conclusive on all persons claiming benefits under the Plan subject only to the decision of the Second Level Appeals Committee, if applicable.

You will receive a written decision regarding your written appeal within a reasonable period of time, but not usually longer than 30 days after your appeal is received.

The notice will include the following information:

- The results of the request for review,
- The reason(s) for the decision,
- A reference to and description of the Plan provision(s) on which the decision is based, and
- Other information about the review and your options to make a second level appeal.

### Second Level Appeal

If you disagree with the result of the first appeal, you may file a second written request for review. You have 180 days from the date you receive the outcome of the first appeal in which to file the written request for a second review.

You or your authorized representative must e-mail, mail or fax your written request for review to:

Second Level Appeals Committee  
MS 01-727  
Benefits Department  
Micron Technology, Inc.

8000 South Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Fax: (208) 368-1553  
E-Mail: Benefits@micron.com

**Appeal Review Process.** The Second Level Appeals Committee will review your appeal and will make a decision consistent with the terms of the Plan and applicable law. The persons who decided the first level appeal will not decide the second level appeal.

If the claim involves medical judgment, the review of an independent medical professional with appropriate experience in the area of treatment may be sought.

The Second Level Appeals Committee has full discretionary power to interpret the Plan and decide all questions concerning the Plan and the eligibility of any person to participate in the Plan, with such interpretation and decisions to be final and conclusive on all persons claiming benefits under the Plan.

You will receive a written decision regarding your appeal within a reasonable period of time, but not usually longer than 30 days after your request is received.

The notice will include the following information:

- The results of the request for review,
- The reason(s) for the decision,
- A reference to and description of the Plan provision(s) on which the decision is based, and
- Other information about the review and your options as required by federal law.

## Your Appeal Rights

You have the following rights for all appeals:

- You have the right to receive, upon written request, copies of all documents, records, and other

information used in the review of your claim at no cost. A document, record or other information is considered related to your claim if it was relied on in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination; demonstrates compliance with the Plan's administrative processes and consistency safeguards required in making the benefit determination or constitutes a statement of policy or guidance with respect to the Plan concerning the benefit for your diagnosis.

- You have the right, within the specified time limits, to submit written comments, documents, records, and other information relating to your claim.
- If the denial of your claim was based in whole or in part on a medical judgment, you have the right to require Micron to consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was neither part of the previous decision(s) to deny your claim nor the subordinate of any such individual.
- If Micron gets advice from a medical or vocational expert in connection with your claim, you have the right to be notified that an expert was used and, upon written request by you, the name of the expert.

### **Appeals Committee Membership.**

Micron's Vice President of Human Resources may appoint and remove members of the Appeals Committees.

**Lawsuits.** This Plan requires that the Plan's appeals processes must be exhausted before bringing any suit in court. The Plan also requires any suit must be brought within the earlier of one year after the date the Second Level Appeals Committee has made a final

denial of the claim or two years after the date service or treatment was provided.

### **Subrogation and Reimbursement Rights**

**The Plans has a right to Subrogation and Reimbursement. These rights are detailed more fully in the About Your Rights Section of this Benefits Handbook. Refunds, Settlements and Other Payments**

If the Plan receives any refund, settlement or other payment related to Plan activities, the payment will first be paid over to Micron until all amounts Micron has paid toward Plan expenses out of the general assets of Micron have been repaid. Further payments will then be paid to the Participants in a pro-rata manner or such other manner as is deemed equitable under the circumstances by Micron in its sole and absolute discretion.

### **Release of Information**

As a condition of coverage under this Plan, each participant:

- authorizes Health Center Providers to provide this Plan and its business partners any and all medical records and other information pertaining to health related services submitted for consideration of payment under this Plan,
- authorizes this Plan and its business partners to use this information for Plan purposes including but are not limited to reviewing, investigating and evaluating all claims and enabling the Plan and all its business partners to provide the services outlined in the Plan,
- authorizes this Plan and its business partners to disclose any medical information obtained or payments made if such disclosures are necessary to allow

the administration of services, the processing of claims or other HIPAA required disclosures,

- authorizes your providers to testify regarding the condition, care, or treatment of any covered individual; any and all provisions of law or professional ethics forbidding such disclosures or testimony are waived by and on behalf of each Participant, and
- authorizes this Plan and its business partners to pay Health Center Providers directly.

Business partners include CHD Meridian Healthcare.

### **Availability of Covered Services**

Receipt of Micron Family Health Center, and Crossover Nearsite Clinic Services are subject to the availability of Providers. This Plan is not responsible for nor has any liability for conditions beyond its control which affect the services offered by location, or Participant's ability to obtain Health Center Services.

### **Provider Choice**

The choice of a provider is solely the Participant's. This Plan does not furnish Health Services. It only makes payment for Crossover Health for Services received by Participants. Neither this Plan, Micron or its subsidiaries shall be liable for any act or omission or competence of any Crossover Health Clinic or the Micron Family Health Center Provider and none of them have responsibility for a Crossover Health Provider's failure or refusal to provide services to a Participant.

### **Exclusion of General Damages**

Liability under this Plan for benefits, including recovery under any claim or breach of this Plan, shall be limited to the actual benefits available under this Plan and shall specifically exclude any claim for general damages including but not limited to alleged pain, suffering or mental

anguish, or for economic loss,  
consequential loss or punitive damages.