



Insurance Company of  
**SCOTT & WHITE**  
PART OF BAYLOR SCOTT & WHITE HEALTH

# **SMALL EMPLOYER HEALTH CARE CERTIFICATE OF COVERAGE**

THIS HEALTH CARE CERTIFICATE OF COVERAGE IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

**Corporate Office**  
1206 West Campus Dr.  
Temple, Texas 76502  
(254) 298-3000  
(800) 321-7947

## CERTIFICATE OF COVERAGE

In consideration of the completed and accepted Application and timely payment of the Required Payments, Insurance Company of Scott and White agrees to provide or arrange to provide the benefits specified in this Agreement, in accordance with and subject to the terms stated herein and all applicable local, state and federal laws. This Agreement, Application, forms and any attachments to them form the entire contract.

In consideration of the Health Plan's provision of those Health Care Services specified in this Agreement and subject to the terms stated herein, You and the Contract Holder promise to pay all Required Payments when due, abide by all of the terms of this Agreement and comply with all applicable local, state and federal laws.

### Important Notices:

1. The initial rates agreed upon by Group and Insurance Company of Scott and White are effective during the initial year from and after the Effective Date of this Agreement. Thereafter, Health Plan reserves the right to change rates upon 60 days notice prior to renewal.
2. Insurance Company of Scott and White is a named fiduciary to review claims under this Agreement. Group delegates to Health Plan the discretion to determine whether You and Your Covered Dependents are entitled to the benefits of this Agreement. In making these determinations, Health Plan has the authority to review claims in accord with the procedures contained herein and to construe this Agreement to determine if You and Your Covered Dependents are entitled to its benefits. If Group is subject to the Employee Retirement Income Security Act, a federal law, this Agreement may be governed by the provisions of that law.

In witness whereof Insurance Company of Scott and White has caused this Health Care Agreement to be executed as of the Effective Date.



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Jeffery Ingram, Chief Executive Officer  
Insurance Company of Scott and White  
1206 West Campus Dr.  
Temple, Texas 76502

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Insurance Company of Scott and White's toll-free telephone number for information or to make a complaint at:

1-800-321-7947

You may also write to Insurance Company of Scott and White at:

1206 West Campus Dr.  
Temple, TX 76502

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Insurance Company of Scott and White's para obtener información o para presentar una queja al:

1-800-321-7947

Usted también puede escribir a Insurance Company of Scott and White:

1206 West Campus Dr.  
Temple, TX 76502

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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## 1. DEFINITIONS

The following terms shall have the meaning stated. The various attachments to this Certificate of Coverage may contain additional definitions which pertain to the Health Care Services set forth in this Agreement. Capitalized words are defined terms throughout this Agreement.

1.1 **“Acquired Brain Injury”** means a neurological insult to the brain, which is not hereditary, congenital, or degenerative, in which the injury to the brain has occurred after birth and results in a change in neuronal activity, which results in an impairment of physical functioning, sensory processing, cognition, or psychosocial behavior.

1.2 **“Adverse Determination”** means a determination by Health Plan that the Health Care Services furnished or proposed to be furnished to a member are not medically necessary as defined in this Certificate of Coverage or are Experimental or Investigational.

1.3 **“Age of Ineligibility”** means the age at which dependents are no longer eligible for coverage, subject to the definition of Eligible Dependent. Age of Ineligibility will be 26.

1.4 **“Agreement”** means this Insurance Company of Scott and White Certificate of Coverage and all attachments and riders herein. This Plan is subject to the terms and conditions of the Policy that We have issued to the Group.

1.5 **“Amino Acid-Based Elemental Formulas”** means complete nutrition formulas designed for individuals who have an immune response to allergens found in whole foods or formulas composed of whole proteins, fats, and/or carbohydrates. Amino Acid-Based Elemental Formulas are made from individual (single) nonallergenic amino acids (proteins) broken down to their “elemental level” so that they can be easily absorbed and digested.

1.6 **“Appeal”** is an oral or written request for Health Plan to reverse a previous decision.

1.7 **“Application”** means any document(s) which must be completed by or on behalf of a person in applying for coverage.

1.8 **“Applied Behavior Analysis”** means the design, implementation and evaluation of systematic environmental changes to produce socially significant change in human behavior through skill acquisition and the reduction of problematic behavior. Applied Behavior Analysis includes direct observation and measurement of behavior and the identification of functional relations between behavior and the environment. Contextual factors, establishing operations, antecedent stimuli, positive reinforcers and other consequences are used to produce the desired behavior change.

1.9 **“Autism Spectrum Disorder”** means a Neurobiological Disorder that includes autism, Asperger’s syndrome, or Pervasive Developmental Disorder--Not Otherwise Specified.

1.10 **“Certificate of Coverage”** is the document issued to each Covered Employee describing the benefits under the Group Policy.

1.11 **“Chemical Dependency”** means the abuse of, psychological or physical dependence on, or addiction to alcohol or a Controlled Substance.

1.12 **“Chemical Dependency Treatment Center”** means a facility which provides a program for the Treatment of Chemical Dependency pursuant to a written Treatment plan approved and monitored by a Network or Non-Network Physician and which facility is also:

- 1) affiliated with a hospital under a contractual agreement with an established system for patient referral; or

- 2) accredited as a chemical dependency treatment center by the Joint Commission on Accreditation of Health Care Organizations; or
- 3) licensed as a chemical dependency treatment program by the Texas Commission on Alcohol and Drug Abuse; or
- 4) licensed, certified, or approved as a chemical dependency treatment program or center by any other agency of the State of Texas having legal authority to so license, certify, or approve.

1.13 **“Cognitive Communication Therapy”** means services designed to address modalities of comprehension and expression, including understanding, reading, writing, and verbal expression of information.

1.14 **“Cognitive Rehabilitation Therapy”** means services designed to address therapeutic cognitive activities, based on an assessment and understanding of an Covered Person’s brain-behavioral deficits.

1.15 **“Coinsurance”** means the percentage of Covered Expenses You are responsible for paying (after the applicable Deductibles are satisfied). Coinsurance does not include charges for services that are not Health Care Services or charges in excess of Covered Expenses. These charges are Your responsibility and are not included in the Coinsurance calculation.

1.16 **“Community Reintegration Services”** means services that facilitate the continuum of care as an affected Covered Person transitions into the community.

1.17 **“Complainant”** means a member, or a physician, provider, or other person designated to act on behalf of a member, who files a Complaint.

1.18 **“Complaint”** is any oral or written expression of dissatisfaction with any aspect of Health Plan’s operation, including but not limited to dissatisfaction with plan administration; procedures related to review or Appeal of an Adverse Determination; the denial, reduction, or termination of a service for reasons not related to medical necessity; the way a service is provided; or disenrollment decisions expressed by a Complainant. The term does not include a misunderstanding or a problem of misinformation that is resolved promptly by clearing up the misunderstanding or supplying the appropriate information. The term does not include dissatisfaction or disagreement with an Adverse Determination.

1.19 **“Contract Date”** means the date on which coverage for Your Employer’s Health Benefit Plan commences.

1.20 **“Contract Holder”** means the person or entity with whom the Health Plan has entered into an agreement to provide Health Care Services. Under this Certificate of Coverage, the Group is the Contract Holder.

1.21 **“Controlled Substance”** means a Toxic Inhalant or a substance designated as a controlled substance in the Texas Controlled Substances Act (Chapter 481 of Texas Health and Safety Code).

1.22 **“Copayment”** means the dollar amount or the percentage of the cost of Health Care Services, if any, shown in the Schedule of Benefits payable by the Covered Person to the provider of care. Copayments do not count toward any Deductible.

1.23 **“Covered Dependent”** means a member of the Covered Employee’s family who is eligible and has been enrolled by ICSW under this Plan.

1.24 **“Covered Employee”** is the Eligible Employee whose Application has been accepted by ICSW for coverage under the Plan.

1.25 **“Covered Expenses”** are the expenses incurred for Health Care Services. Covered Expenses for Health Care Services received from Network Providers will not exceed the contracted rate. Covered Expenses for Health Care Services received from non-Network Providers will not exceed Usual and Customary Rates. In addition, Covered



Expenses may be limited by other specific maximums described in this Plan. Covered Expenses are subject to applicable Deductibles and other benefit limits. An expense is incurred on the date the Covered Person receives the service or supply. In some cases, Covered Expenses may be less than the amount that You are actually billed.

1.26 **“Covered Person”** means both the Covered Employee and all other Covered Dependents who are covered under this Plan.

1.27 **“Creditable Coverage”** means any group health coverage or individual health coverage, including services from insurance or a health maintenance organization, that qualifies under regulations implementing the Federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), provided such coverage ended within the sixty-three (63) day period directly preceding the applicant’s request to enroll in this Plan.

1.28 **“Crisis Stabilization Unit”** means an appropriately-licensed and accredited 24-hour residential program that is usually short-term in nature that provides intensive supervision and highly structured activities to Covered Persons who are demonstrating an acute demonstrable psychiatric crisis of moderate to severe proportions.

1.29 **“Custodial Care”** means care designed principally to assist an individual in engaging in the activities of daily living, or services which constitute personal care, such as help in walking and getting in and out of bed; assistance in bathing, dressing, feeding and using the toilet; preparation of special diets; and supervision of medication, which can usually be self-administered and which does not entail or require the continuing attention of trained medical or other paramedical personnel. Custodial Care is normally, but not necessarily, provided in a nursing home, convalescent home, or rest home or similar institution.

1.30 **“Deductible”** means the dollar amount, if any, shown in the Schedule of Benefits payable by the Covered Person for Health Care Services each Year before benefits under the Plan will be payable.

1.31 **“Diabetic Equipment”** means blood glucose monitors, including those designed to be used by blind individuals, insulin pumps and associated attachments, insulin infusion devices, and podiatric appliances for the prevention of diabetic complications.

1.32 **“Diabetic Self-Management Training”** means any of the following training or instruction following initial diagnosis of diabetes: instruction in the care and management of the condition, nutritional counseling, counseling in the proper use of Diabetic Equipment and supplies, subsequent training or instruction necessitated by a significant change in the Covered Person’s symptoms or condition which impacts the self-management regime, and appropriate periodic or continuing education as warranted by the development of new techniques and Treatments for diabetes.

1.33 **“Diabetic Supplies”** means test strips for blood glucose monitors, visual reading and urine test strips, lancets and lancet devices, insulin and insulin analogs, injection aids, syringes for administering insulin, oral agents available with or without a prescription for controlling blood sugar levels, and glucagon emergency kits.

1.34 **“Durable Medical Equipment”** or **“DME”** means equipment that:

- 1) can withstand repeated use;
- 2) is primarily and customarily used to serve a medical purpose;
- 3) generally is not useful to a person in the absence of an illness or injury; and
- 4) is appropriate for use in the home.

All requirements of this definition must be met before an item can be considered to be Durable Medical Equipment.

1.35 **“Effective Date”** means the date the coverage for You or Your Covered Dependent actually begins. It may be different from the Eligibility Date or the Contract Date.

1.36 **“Eligible Dependent”** means a member of Your family who falls within one of the following categories:

- 1) Your legal spouse, under Texas law.

- 2) Your Son or Daughter who is:
  - a. Under the Age of Ineligibility; or
    - i. if the Age of Ineligibility or older
      1. incapable of self-sustaining employment by reason of physical disability or mental incapacity; and
      2. chiefly dependent upon You for support and maintenance.
- 3) Your grandson or granddaughter who:
  - a. qualifies as a dependent of the Eligible Employee for federal income tax purposes at the time of application;
  - b. is unmarried; and
  - c. is under the Age of Ineligibility; or
    - i. if the Age of Ineligibility or older
      1. incapable of self-sustaining employment by reason of physical disability or mental incapacity; and
      2. chiefly dependent upon You for support and maintenance; and
- 4) Any child for whom You are obligated to provide health coverage by a Qualified Medical Support Order pursuant to the terms of that order.

1.37 **“Eligible Employee”** means an Employee who works on a full-time basis and consistently works at least thirty (30) hours a week. This term may also include a sole proprietor, a partner, or an independent contractor so specified as an employee under the Group's Health Plan. The term does not include:

- 1) an Employee who works on a part-time, temporary, seasonal or substitute basis; or
- 2) an Employee who is covered under:
  - another Health Benefit Plan;
  - a self-funded or self-insured employee welfare benefit plan that provides health benefits and that is established according to Employee Retirement Income Security Act of 1974 (29 U. S. C. Section 1001 et seq.);
  - Medicaid; even if the Employee elects not to be covered;
  - another federal program such as TRICARE or Medicare, even if the employee elects not to be covered; or
  - a benefit plan established in another country, even if the Employee elects not to be covered.

1.38 **“Eligibility Date”** means the date the Covered Person satisfies the definition of either Eligible Employee or Dependent and is in a class eligible for coverage under the Health Plan.

1.39 **“Emergency Care”** shall mean Health Care Services provided in a hospital emergency facility, freestanding emergency medical care facility, or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health to believe that his or her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in:

- 1) placing his or her health in serious jeopardy;
- 2) serious impairment to bodily functions;
- 3) serious dysfunction of any bodily organ or part;
- 4) serious disfigurement; or
- 5) in the case of a pregnant woman, serious jeopardy to the health of the fetus.

1.40 **“Employee”** means an individual employed by an Employer.

1.41 **“Employer”** means Group.

1.42 **“Experimental” or “Investigational”** means a health care Treatment, service, or device for which there is early, developing scientific or clinical evidence demonstrating the potential efficacy of the Treatment, service or device but yet not broadly accepted as the prevailing standard of care.

- 1.43 **“Group”** means Your Employer which is the party contracting with Health Plan to purchase coverage for its Eligible Employees who become Covered Employees on an aggregate basis. Your Employer must pay the applicable Premium Contribution for the plan selected for each Eligible Employee who elects to be covered. Your Employer must be located within the Service Area. A Group must maintain a Minimum Group Size of at least two Eligible Employees.
- 1.44 **“Health Benefit Plan”** means a group, blanket, or franchise insurance policy, a certificate issued under a group policy, a group hospital service contract, or a group subscriber contract or evidence of coverage issued by a health maintenance organization that provides benefits for health care services.
- 1.45 **“Health Care Services”** means those Medically Necessary services which are included in the Description of Benefits and any amendments or riders thereto.
- 1.46 **“Health Plan”** means Insurance Company of Scott and White.
- 1.47 **“Health Professionals”** means those health care professionals, licensed in the State of Texas (or, in the case of Health Care Services rendered on referral, licensed in the State in which that care is provided) who are associated with, or engaged by, directly or indirectly, Health Plan to provide Health Care Services in the Service Area. "Health Professionals" includes a Doctor of Dentistry, a Doctor of Podiatry, a Doctor of Optometry, a Doctor of Chiropractic, a Doctor in Psychology, Acupuncturists, a Licensed Audiologist, a Licensed Speech-Language Pathologist, a Licensed Hearing Aid Fitter and Dispenser, a Licensed Dietitian, a Licensed Master Social Worker-Advanced Clinical Practitioner, a Licensed Professional Counselor or a Licensed Marriage and Family Therapist, and other practitioners of the healing arts as specified in the Texas Insurance Code.
- 1.48 **“Home Infusion Therapy”** means drug infusion services provided when You or Your Covered Dependent is medically homebound, or when Your home is determined by the Medical Director to be the most appropriate setting for the drug infusion.
- 1.49 **“ICSW, We, Our and Us”** means Insurance Company of Scott and White an insurance company regulated by the Texas Department of Insurance.
- 1.50 **“Independent Review Organization”** means an organization selected as provided under Texas Insurance Code Chapter 4202.
- 1.51 **“Individual Treatment Plan”** means a Treatment plan prepared or approved by the Covered Person's Network or non-Network Physician with specific attainable goals and objectives appropriate to both the Covered Persons and the Treatment modality of the program.
- 1.52 **“Late Enrollee”** means an Employee or Dependent, eligible for enrollment in Health Plan, who requests enrollment in Health Plan after the expiration of the initial enrollment period established under the terms of the first Health Benefit Plan for which that Employee or Dependent is eligible through the Employer or after the expiration of an Open Enrollment Period.
- 1.53 **“Life-Threatening Disease or Condition”** means a disease or condition for which the likelihood of death is probable unless the course of the disease or condition is interrupted.
- 1.54 **“Medical Director”** means any Physician designated by the Health Plan who shall have such responsibilities for assuring the continuity, availability and accessibility of Health Care Services as shall be assigned. These responsibilities include, but are not limited to, monitoring the programs of quality assurance, utilization review and peer review; determining Medical Necessity; and determining whether or not a Treatment is Experimental or Investigational.
- 1.55 **“Medically Necessary”** means those Health Care Services which, in the opinion of Covered Person's healthcare provider whose opinions are subject to the review, approval or disapproval, and actions of the Medical Director or the Quality Assurance Committee in their appointed duties, are:

- 1) essential to preserve the health of Covered Person; and
- 2) consistent with the symptoms or diagnosis and Treatment of the Covered Person's condition, disease, ailment or injury; and
- 3) appropriate with regard to standards of good medical practice within the surrounding community; and
- 4) not solely for the convenience of the Covered Person, Covered Person's physician, hospital, or other health care provider; and
- 5) the most appropriate supply or level of service which can be safely provided to the . Covered Person

1.56 **“Medicare”** means Title XVIII of the Social Security Act, and amendments thereto.

1.57 **“Minimum Group Size”** means the minimum number of Eligible Employees required to be employed by the Employer in order to avoid termination of this Agreement. The Minimum Group Size is two Eligible Employees.

1.58 **“Network Hospital”** means an institution licensed by the State of Texas as a hospital which has contracted or arranged with ICSW to provide Health Care Services to Covered Persons and which is listed by ICSW as a Network Provider.

1.59 **“Network Physician”** means anyone licensed to practice medicine in the State of Texas and who has executed a contract with ICSW to provide Health Care Services.

1.60 **“Network Provider”** means any person or entity that has contracted, directly or indirectly, with Health Plan to provide Health Care Services to Covered Persons. Network Providers include but are not limited to: Network Hospitals, Network Physicians, other contracted health care providers, within the Service Area.

1.61 **“Neurobehavioral Testing”** means an evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and premorbid history, including the identification of problematic behavior and the relationship between behavior and the variables that control behavior. This may include interviews of a , Covered Person a Covered Person’s family, or others.

1.62 **“Neurobehavioral Treatment”** means interventions that focus on behavior and the variables that control behavior.

1.63 **“Neurobiological Disorder”** means an illness of the nervous system caused by genetic, metabolic, or other biological factors.

1.64 **“Neurocognitive Rehabilitation”** means services designed to assist cognitively impaired Covered Person to compensate for deficits in cognitive functioning by rebuilding cognitive skills and/or developing compensatory strategies and techniques.

1.65 **“Neurocognitive Therapy”** means services designed to address neurological deficits in informational processing and to facilitate the development of higher level cognitive abilities.

1.66 **“Neurofeedback Therapy”** means services that utilize operant conditioning learning procedure based on electroencephalography (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.

1.67 **“Neuropsychological Testing”** means the administering of a comprehensive battery of tests to evaluate neurocognitive, behavioral, and emotional strengths and weaknesses and their relationship to normal and abnormal central nervous system functioning.

1.68 **“Neuropsychological Treatment”** means interventions designed to improve or minimize deficits in behavioral and cognitive processes.

- 1.69 **“Neurophysiological Testing”** means an evaluation of the functions of the nervous system.
- 1.70 **“Neurophysiological Treatment”** means interventions that focus on the functions of the nervous system.
- 1.71 **“Non-Network Hospital”** means a hospital that has not contracted with ICSW as a Network Hospital at the time services are rendered.
- 1.72 **“Non-Network Physician”** means a physician who has not contracted with ICSW as a Network Physician at the time services are rendered.
- 1.73 **“Non-Network Provider”** means a provider who has not contracted with ICSW as a Network Provider at the time services are rendered.
- 1.74 **“Open Enrollment Period”** means the period each Year, at the time mutually designated by Health Plan and Group of not less than thirty-one (31) consecutive days which any eligible person who meets the eligibility provisions of this Agreement, including a Late Enrollee, on behalf of himself or his Eligible Dependents, may elect to become enrolled under this Agreement. A completed Application form must be received by Health Plan within the Open Enrollment Period and all other requirements of this Agreement must be met.
- 1.75 **“Orthotic Device”** means a custom-fitted or custom-fabricated medical device that is applied to a part of the human body to correct a deformity, improve function, or relieve symptoms of a disease.
- 1.76 **“Out-of-Pocket Expenses”** means the portion of Covered Services for which a Covered Person is required to pay at the time services and Treatments are received. Out-of-Pocket Expenses apply to Covered Services only. Medical services and Treatments, which are not covered by this Plan or are not Medically Necessary, are not included in determining Out-of-Pocket Expenses.
- 1.77 **“Out-of-Pocket Maximum”** means the total dollar amount of Out-of-Pocket Expenses which an Covered Person will be required to pay for Covered Services during a Year. Out-of-Pocket Maximum is determined for Covered Services and not for any medical services or Treatments which are not Medically Necessary or not covered.
- 1.78 **“Out-of-Pocket Maximum, Family”** means the total amount of Out-of-Pocket Expenses which one family will be required to pay in any one Year.
- 1.79 **“Outpatient Day Treatment Services”** means structured services provided to address deficits in physiological, behavioral and /or cognitive functions. Such services may be delivered in settings that include transitional residential, community integration, or non-residential treatment settings.
- 1.80 **“Permanent Legal Residence”** means the address at which a Covered Person intends to reside during the Year. For a student enrolled in an education, trade, or technical school, the Permanent Legal Residence is presumed to be that of the parent with whom the Dependent resided prior to attending school.
- 1.81 **“Plan”** means the set of benefits described in the Certificate of Coverage booklet and in the amendments to this booklet (if any). This Plan is subject to the terms and conditions of the Policy We have issued to the Group. If changes are made to the Policy or Plan, an amendment or revised booklet will be issued to the Group for distribution to each Covered Employee affected by the change.
- 1.82 **“Policy”** is the insurance contract issued by Insurance Company of Scott and White to the Group as a means of providing certain benefits to the Eligible Employees and their Eligible Dependents.
- 1.83 **“Post-Acute Transition Services”** means services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.

1.84 **“Post-Acute Care Treatment Services”** means services provided after acute care confinement and/or Treatment that are based on an assessment of the Covered Person’s physical, behavioral, or cognitive functional deficits, which include a Treatment goal of achieving functional changes by reinforcing, strengthening, or re-establishing previously learned patterns of behavior and/or establishing new patterns of cognitive activity or compensatory mechanisms.

1.85 **“Postdelivery Care”** means postpartum Health Care Services provided in accordance with accepted maternal and neonatal assessments including, but not limited to, parent education, assistance and training in breast-feeding and bottle-feeding, and the performance of any necessary and appropriate clinical tests.

1.86 **“Premium”** means those periodic amounts required to be paid to Health Plan for or on behalf of a Covered Employee and Covered Dependents, if any, as a condition of coverage under this Agreement.

1.87 **“Premium Contribution”** means the minimum percentage of Premium which Your Employer must pay for Your coverage.

1.88 **“Preventive Care Services”** means the following, as further defined and interpreted by appropriate statutory, regulatory, and agency guidance:

- 1) Evidence-based items or services with an “A” or “B” rating from the U.S. Preventive Services Task Force (USPSTF);
- 2) Immunizations for routine use in children, adolescents and adults with a recommendation in effect from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
- 3) Evidence-informed preventive care and screenings for infants, children and adolescents provided in guidelines supported by the Health Resources and Services Administration (HRSA); and
- 4) Evidence-informed preventive care and screening for women provided in guidelines supported by HRSA and not otherwise addressed by the USPSTF.

1.89 **“Primary Care Physician”** means a Network Physician specializing in family medicine, community internal medicine, general medicine, or pediatrics selected by You or Your Covered Dependent.

1.90 **“Prosthetic Device”** means an artificial device designed to replace, wholly or partly, an internal body organ or replace all or part of the function of a permanently inoperative or malfunctioning internal body organ, or to replace an arm or leg. Prosthetic Devices designed to replace an arm, including the hand, or a leg, including the foot, are described as Limb Prosthetic Devices.

1.91 **“Psychiatric Day Treatment Facility”** means a mental health facility, licensed by the State of Texas, which provides Treatment for individuals suffering from acute, mental and nervous disorders in a structured psychiatric program utilizing individualized Treatment plans with specific attainable goals and objectives appropriate both to the patient and the treatment modality of the program and that is clinically supervised by a doctor of medicine who is certified in psychiatry by the American Board of Psychiatry and Neurology. The facility at which the treatment is performed must have a contract with Health Plan to provide its services to Covered Persons, must treat its patients not more than eight hours in any twenty-four hour period, and must be accredited by the Program for Psychiatric Facilities, or its successor, of the Joint Commission on Accreditation of Health Care Organizations.

1.92 **“Psychophysiological Testing”** means an evaluation of the interrelationships between the nervous system and other bodily organs and behavior.

1.93 **“Psychophysiological Treatment”** means interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.

1.94 **“Qualified Medical Support Order”** means an order issued by a Texas Court or enforceable by a Texas Court which sets forth the responsibility for providing health care coverage for Eligible Dependents.

1.95 **“Quality Assurance Committee”** means a committee or committees used by the Health Plan to establish programs to monitor the appropriateness and effectiveness of the Health Care Services provided for or arranged by the Health Plan, record the outcome of Treatment, and provide a means for peer review.

1.96 **“Remediation”** means the process(es) of restoring or improving a specific function.

1.97 **“Required Payments”** means any payment or payments required of the Group, an applicant for coverage hereunder, or a Covered Person in order to obtain or maintain coverage under this health care Agreement, including Application fees, Copayments, Deductibles, subrogation, Premiums, late fees and any other amounts specifically identified as Required Payments under the terms of this Agreement.

1.98 **“Research Institution”** means the institution or other person or entity conducting a phase I, phase II, phase III or phase IV clinical trial.

1.99 **“Residential Treatment Center for Children and Adolescents”** means a child-care institution that provides residential care and treatment for emotionally disturbed children and adolescents and that is accredited as a residential treatment center by the Council on Accreditation, the Joint Commission on Accreditation of Healthcare Organizations, or the American Association of Psychiatric Services for Children.

1.100 **“Routine Patient Care Costs”** means the costs of any medically necessary health care service for which benefits are provided under the Plan, without regard to whether You or Your Covered Dependent are participating in a clinical trial. Routine patient care costs do not include:

- 1) the cost of an investigational new drug or device that is not approved for any indication by the United States Food and Drug Administration, including a drug or device that is the subject of the clinical trial;
- 2) the cost of a service that is not a health care service, regardless of whether the service is required in connection with participation in a clinical trial;
- 3) the cost of a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- 4) a cost associated with managing a clinical trial; or
- 5) the cost of a health care service that is specifically excluded from coverage under this Agreement.

1.101 **“Schedule of Benefits”** means the attachment to this Agreement which describes, among other things, the Copayments, Deductibles, and other information applicable to Your Plan and Health Care Services set forth in the Description of Benefits attachment to this Agreement and any amendments or riders thereto.

1.102 **“Service Area”** is that geographic area more fully described in the Insurance Company of Scott and White Service Area attachment to this Agreement, in which Health Plan may offer this Agreement.

1.103 **“Son or Daughter”** means

- 1) a child born to You or Your Legal Spouse; or
- 2) a child who is Your legally adopted child with legal adoption evidenced by a decree of adoption by a Texas court or court of another state, who is the object of a lawsuit for adoption and You are a party to such lawsuit; or who has been placed with You for adoption.

1.104 **“Specialty Pharmacy Drug”** means any prescription drug regardless of dosage form, identified as a Specialty Pharmacy Drug on the drug formulary, or a drug which requires at least one of the following in order to provide optimal patient outcomes:

- 1) specialized procurement handling; distribution, or is administered in a specialized fashion;
- 2) complex benefit review to determine coverage;
- 3) complex medical management requiring close monitoring by a physician or clinically trained individual;
- 4) FDA mandated or evidence-based medical-guideline determined comprehensive patient and/or physician education; or

- 5) has any dosage form with a total cost greater than \$1,000 per prescription.

1.105 **“Toxic Inhalant”** means a volatile chemical under the Texas Controlled Substance Act (Chapter 481 of the Texas Health and Safety Code).

1.106 **“Treatment” or “Treatments”** means services, supplies, drugs, equipment, protocols, procedures, therapies, surgeries and similar terms used to describe ways to treat a health problem or condition.

1.107 **“Urgent Care Facility”** means any licensed Facility that provides physician services for the immediate treatment only of an injury or disease.

1.108 **“Urgent Care”** means services provided for the immediate treatment of a medical condition that requires prompt medical attention but where a brief time lapse before receiving services will not endanger life or permanent health. Urgent conditions include, but are not limited to, minor sprains, fractures, pain, heat exhaustion, and breathing difficulties other than those of sudden onset and persistent severity.

1.109 **“Usual and Customary Rate”** means the amount based on a percentage of available rates published by Centers for Medicare and Medicaid Services (CMS) or a benchmark developed by CMS for the same or similar services within a geographical area; and that have been negotiated with one or more Network Providers in a geographic area for the same or similar services. The amount payable may be increased by a fixed percentage for certain services or facilities as agreed to by the Plan.

1.110 **“Waiting Period”** means the period of time specified by Group that must pass before a person becomes eligible for coverage under this Agreement.

1.111 **“Year”** means the 12-month period beginning on the date shown on Your schedule of Benefits at 12:01 a.m. Central Time.

1.112 **“You”** means the Covered Employee.

1.113 **“Your”** means relating or pertaining to the Covered Employee.



## **2.**

## **ELIGIBILITY PROVISIONS**

### **2.1 CLASSES OF INDIVIDUALS ELIGIBLE FOR COVERAGE**

#### **2.1.1 Eligible Employees**

Except for continuation coverage, to be eligible for coverage You must be an Eligible Employee of the Contract Holder.

#### **2.1.2 Eligible Dependents**

Except for continuation coverage, to be eligible for coverage as a dependent, a person must apply for coverage and be an Eligible Dependent as defined in the Definitions section of this Agreement.

### **2.2 GENERAL ELIGIBILITY PROVISIONS**

#### **2.2.1 Requirements for Eligibility**

To be eligible for coverage under this Agreement, You must:

- 1) Work, live or reside in the Service Area,  
and
- 2) the Permanent Legal Residence of any Eligible Dependents must be in the Service Area, except in the case of an Eligible Dependent for whom You have been ordered to provide health coverage under a Qualified Medical Support Order, the Eligible Dependent may reside anywhere in the United States. If a Covered Dependent being covered under a Qualified Medical Support Order resides outside of the Service Area, Health Plan shall not enforce any otherwise applicable provisions which deny, limit, or reduce medical benefits because the child resides outside the Services Area, including, but not limited to, any provision which restricts benefits to Emergency Care only while outside the Service Area. However, Health Plan may utilize an alternative delivery system to provide coverage or provide alternate coverage. If the coverage is not identical to coverage under this Agreement, it shall be at least actuarially equivalent to the coverage Health Plan provides to other Dependent children under this Agreement.

#### **2.2.2 Dependent coverage requirement of Covered Employee Enrollment**

Except for continuation coverage, in order for a dependent to be eligible and remain eligible for coverage hereunder as a dependent, the Covered Employee upon whose coverage the dependent's eligibility is based must remain covered in the Health Plan.

### **2.3 ENROLLMENT AND EFFECTIVE DATES OF COVERAGE**

The Effective Date is the date the coverage for a Covered Person actually begins. It may be different from the Eligibility Date. The following paragraphs describe the operation of the Effective Date and Eligibility Date.

#### **2.3.1 Applicability of Waiting Period**

During the Waiting Period, no benefits or Health Care Services are covered and no Premium is due.

#### **2.3.2 Timely Applications**

To enroll for coverage under the Health Plan, You and Your Eligible Dependents must make appropriate and timely application, which includes:

- 1) a completed Application which must be received by Health Plan during the enrollment period, and
- 2) payment of the Premium when due.

IF YOU FAIL TO PAY A REQUIRED PAYMENT WHEN DUE, YOU MAY BE DISCONTINUED COVERAGE UNDER YOUR HEALTH PLAN, IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS AGREEMENT.

IF A GROUP FAILS TO PAY A REQUIRED ELIGIBLE EMPLOYEE'S PAYMENT WHEN DUE, THE GROUP MAY LOSE COVERAGE UNDER THE HEALTH PLAN, IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS AGREEMENT.

### **2.3.3 Coverage Upon Initial Eligibility**

If You apply for coverage for Yourself or for Yourself and Your Eligible Dependents, the Effective Date is determined as follows:

- 1) If You are eligible on the Contract Date and the Application is received by the Health Plan prior to or within 31 days following such date, the Effective Date for You and Your Eligible Dependents for whom an Application was submitted is the Contract Date;
- 2) If You and Your Eligible Dependents enrolled during an Open Enrollment Period, the Effective Date is the date mutually agreed to by Group and Health Plan. If there is no such date, the Effective Date is the first day of the calendar month following the end of the Open Enrollment Period.
- 3) If an Eligible Employee is subject to a Waiting Period, and if Application is received within 31 days following the end of the Waiting Period, the Effective Date is the first day of the month following the date the Waiting Period ended.
- 4) If You become eligible after the Contract Date and if Your Application is received by Health Plan within the first 31 days following Your Eligibility Date, Your Effective Date is the first day of the month following the date You satisfy the requirements of this Agreement, unless another date is specified in this Agreement.

### **2.3.4 Effective Dates – Late Enrollee**

If Your Application is not received within 31 days from the Eligibility Date, You will be considered a Late Enrollee. If an Application for Your Dependent is not received within the time period specified in the appropriate Dependent Special Enrollment Period provision in Section 2.3.6 of this Agreement, Your Dependent will be considered a Late Enrollee. As a Late Enrollee, You or Your Dependent are ineligible for coverage until the next Open Enrollment Period.

### **2.3.5 Avoidance of Late Enrollee Designation by Loss of Other Health Insurance Coverage**

You will not be considered a Late Enrollee, and You will be eligible to apply for coverage under the Plan for Yourself and Your Eligible Dependents, if each of the following conditions are met:

- 1) You are covered under a Health Benefit Plan, self-funded health benefit plan or had other health insurance coverage at the time this coverage was previously offered; and
- 2) You declined coverage under the Health Plan in writing, on the basis of coverage under another Health Benefit Plan or self-funded health benefit plan;
- 3) You provide written proof that Your prior Health Benefit Plan or self-funded plan:
  - a. Was covering You under a continuation right that has been exhausted; or
  - b. Was terminated as a result of legal separation, divorce, death, termination of employment or a reduction in the number of hours of employment, or employer contributions toward such coverage were terminated; or
  - c. Was ended as a result of termination of the other plan's coverage; and
- 4) You request to apply no later than 31 days after the date coverage ends under the prior Health Benefit Plan or self-funded health benefit plan. Your Effective Date will be the first day of the month following receipt of the Application by the Health Plan.

If all conditions described above are not met, You will be considered a Late Enrollee.

### **2.3.6 DEPENDENT SPECIAL ENROLLMENT PERIOD**

#### **2.3.6.1 Newborn Children**

Coverage of Your newborn child will be automatic for the first 31 days following the birth of Your child. Required Premium will be calculated from the date of birth of Your newborn. For coverage to continue beyond this time, You must notify Your Employer within 31 days of birth, complete proper Application to add the newborn child and pay any required Premium within that 31-day period or a period consistent with the next billing cycle. With such notice, the Effective Date for Your newborn Child will be the date of birth. If You notify the Health Plan after that 31-day period, Your newborn child will be considered a Late Enrollee.

### **2.3.6.2 Adopted Children, Children Involved in a Suit for Adoption, and Children Placed for Adoption**

Coverage of Your adopted child will be automatic for the first 31 days following the date of adoption, the date You become a party to a lawsuit for adoption or the date the child was placed with You for adoption. For coverage to continue beyond this time, You must notify Your Employer within 31 days of the date the adoption became final, the date You became a party to the lawsuit for adoption, or the date the child was placed with You for adoption, and pay any required Premium within that 31-day period or a period consistent with the next billing cycle. The Effective Date is the date of adoption, the date You became a party to the lawsuit for adoption, or the date the Child was placed with You for adoption. If You notify the Health Plan after that 31-day period, Your adopted child will be considered a Late Enrollee.

### **2.3.6.3 Court Ordered Dependent Children**

If a court has ordered You to provide coverage for a child, written Application and the required Premium must be received within 31 days after Your Group receives notice of the court order. The Effective Date will be the day Application for coverage is received by the Employer or Health Plan and the required Premium is received. If You notify the Health Plan after the 31-day period, the Dependent Child will be considered a Late Enrollee.

### **2.3.6.4 Court Ordered Coverage for a Spouse**

If a court has ordered You to provide coverage for a spouse, written enrollment and the required Premium must be received within 31 days after issuance of the court order. The Effective Date will be the first day of the month following the date the Application for coverage and the required Premium is received. If Application is not made within the initial 31 days, Your spouse will be considered a Late Enrollee.

### **2.3.6.5 Loss of Child's Coverage under a Governmental Program**

If Your Dependent Child loses coverage under Title XIX of the Social Security Act (Medicaid) or under Chapter 62 of the Texas Health and Safety Code (CHIP), written enrollment and the required Premium must be received within 31 days after the date on which coverage was lost. If application is not made within the initial 31 days, the Dependent Child will be considered a Late Enrollee.

## **2.3.7 OTHER DEPENDENTS**

**2.3.7.1** Written Application must be received within 31 days of the date that a spouse or child first qualifies as an Eligible Dependent. The Effective Date will be the first day of the month following the date the Application for coverage is received, so long as the required Premium is paid within the 31-day period. If Application is not made within the initial 31 days, then Your Dependent will be considered a Late Enrollee.

**2.3.7.2** If You ask that Your Dependent be covered after having canceled his or her coverage while Your Dependent was still entitled to coverage, Your Dependent's coverage will become effective in accordance with the provisions for Late Enrollees.

**2.3.7.3** In no event will Your Dependent's Effective Date be prior to Your Effective Date.

## **2.3.8 EMPLOYEE SPECIAL ENROLLMENT PERIOD**

**2.3.8.1** If You acquire a Dependent through birth, adoption, or through suit or placement for adoption, and You previously declined coverage for reasons other than loss of other coverage, as described above, You may apply for coverage for Yourself, Your spouse, and the newborn child, adopted child, or child involved in a suit or placed for adoption. If the written Application is received within 31 days of the birth, adoption, or date on which the suit for adoption was filed or the child was placed with You for adoption, the Effective Date for the child, You and/or Your spouse will be the date of the birth, adoption, placement for adoption or date suit for adoption is sought.

**2.3.8.2** If You marry and You previously declined coverage for reasons other than loss of coverage as described above, You may apply for coverage for Yourself and Your spouse. If the written Application is received within 31 days of the

marriage, the Effective Date for You and Your spouse will be the first day of the month following receipt of the Application by the Health Plan.

**2.3.8.3** No eligible person who properly enrolls during a period of enrollment shall be refused enrollment because of health status related factors. An eligible person who fails to enroll when first eligible during a period of enrollment is a Late Enrollee.

## **2.4**     **ADDITIONAL REQUIREMENTS**

**2.4.1**     The composition of Group and the requirements determining eligibility for membership in Group's Plan as defined in the Group's Application and which exists at the Contract Date are material to the execution of this Agreement by Health Plan. During the term of this Agreement, no change in Group's eligibility, contribution, or participation requirements shall be permitted to affect eligibility or enrollment under this Agreement unless such change is agreed to in writing by Health Plan.

**2.4.2**             It is Your responsibility to inform:

- 1) Your Group immediately of all changes that affect Your eligibility and that of Your Covered Dependents, including, but not limited to:
  - marriage of a Dependent grandchild, and
  - death;
- 2) the Health Plan immediately of all changes that affect administration of Your, and Your Covered Dependents, Health Plan benefits, including, but not limited to:
  - address changes.

**2.4.3**     The Group must inform Health Plan in writing of all enrollments, terminations, or changes as they occur on forms required by Health Plan and provide information necessary to allow Health Plan to comply with its legal obligation with regard to issuing certificates of Creditable Coverage.

**2.4.4**     No person is eligible to apply for or remain covered under this Agreement in the absence of a valid written contract between Group and Health Plan arranging for coverage under this Agreement.

**2.4.5**     No person may receive coverage under this Health Plan as both a Covered Employee and a Dependent, or as a Covered Employee more than once during any enrollment period.

### 3.

## NETWORK AND NON-NETWORK PROVIDERS

### 3.1 Payment to Providers

This Certificate of Coverage provides benefits for Health Care Services from Network and Non-Network Providers.

#### **Payment for Health Care Services from Network Providers:**

Benefits are paid to a Network Provider based on a contractual arrangement with the Health Plan. Network Providers agree to bill You only for the applicable Deductible, Copayment, or Out-of-Pocket Expenses due. If there are two tiers of Network Providers indicated on Your Schedule of Benefits, Tier One Network Providers and Tier Two Network Providers are both under a contractual agreement with the Health Plan. You may have a lower Copayment, Coinsurance, or Deductible for using a Tier One Network Provider instead of a Tier Two Network Provider. Differences in Copayments, Coinsurance, or Deductibles between the Tier One and Tier Two Network Providers, if any, are indicated on Your Schedule of Benefits.

#### **Non-Network Hospitals, Non-Network Physicians, and Other Non-Network Providers**

Covered Expenses for Health Care Services provided by a Non-Network Provider will not exceed the lesser of actual billed charges, eligible billed charges as outlined in the Hospital's Service Item Master Manual, or the Usual and Customary Rate as determined by ICSW. These services may be subject to penalties or an additional Deductible.

**Exception:** If Medicare is the primary payor, Covered Expense does not include any charge:

- By a Hospital in excess of the approved amount as determined by Medicare; or
- By a Physician or other provider, in excess of the lesser of the maximum Covered Expense stated above, or
- For providers who accept Medicare assignment, the approved amount as determined by Medicare; or
- For providers who do not accept Medicare assignment, the limiting charge as determined by Medicare.

You will always be responsible for any expense incurred which is not covered under this Plan.

Covered Expenses for the services of a Non-Network Provider will be paid according to the in-network benefit schedule **only:**

- When the services are not available through Network Providers, subject to the procedures under Section 7.9 of this Certificate of Coverage; or
- When the services are for a Medical Emergency with benefits provided as follows:
  - **Hospital** - Initial services for a Medical Emergency will be paid at in-network benefit levels. Payment will be reduced to Non-Network level if the Covered Person is not transferred to a Network Hospital as soon as his or her medical condition permits.
  - **Physician or other provider** - Covered Expense will be paid at in-network benefit levels for initial care for a Medical Emergency.

Health Plan shall not be required to cover, provide or pay costs of, or otherwise be liable for, services rendered to the extent that such services were rendered prior to the Effective Date of coverage, or if such services would not have been covered under this Agreement.

When services are rendered by a non-preferred provider because no preferred provider is reasonably available, the claim will be paid:

- at the Usual and Customary Rate, less any patient coinsurance, copayment, or deductible;
- at the preferred benefit coinsurance

- any amounts actually paid by You or Your Covered Dependent to the nonpreferred provider for charges for covered services that were above and beyond the allowed amount will be credited toward the insured's in-network deductible and annual out-of-pocket maximums

#### Texas Department of Insurance Notice.

- You have the right to an adequate network of preferred providers (also known as “network providers”).
  - If You believe that the network is inadequate, You may file a Complaint with the Texas Department of Insurance.
  - If You relied on materially inaccurate directory information, You may be entitled to have an out-of-network claim paid at the in-network percentage level of reimbursement and Your out-of-pocket expenses counted toward Your in-network Deductible and Out-of-Pocket Maximum.
- You have the right, in most cases, to obtain estimates in advance:
  - from out-of-network providers of what they will charge for their services; and
  - from Your insurer of what it will pay for the services.
- You may obtain a current directory of preferred providers at the following website: [www.swhp.org](http://www.swhp.org) or by calling Us at the toll free number shown on the Schedule of Benefits for assistance in finding available preferred providers. If the directory is materially inaccurate, You may be entitled to have an out-of-network claim paid at the in-network level of benefits.
- If You are treated by a provider or hospital that is not a preferred provider, You may be billed for anything not paid by the insurer.
- If the amount You owe to an out-of-network hospital-based radiologist, anesthesiologist, pathologist, emergency department physician, neonatologist, or assistant surgeon is greater than \$500 (not including Your Copayment, Coinsurance, and Deductible responsibilities) for services received in a network hospital, You may be entitled to have the parties participate in a teleconference, and, if the result is not to Your satisfaction, in a mandatory mediation at no cost to You. You can learn more about mediation at the Texas Department of Insurance website: [www.tdi.texas.gov/consumer/cpmmediation.html](http://www.tdi.texas.gov/consumer/cpmmediation.html).
- For an estimate of the amount of reimbursement that will be paid to a Non-Network Provider for a particular service, contact Us at the Customer Service telephone number shown under the Contact Information.

### **3.2 Contract Status of Providers**

You should be aware of the contract status of the providers from whom You receive Treatment, especially Network hospitals, as some facility-based physicians or other health care practitioners such as neo-natologists, anesthesiologists, pathologists, radiologists, and assistant surgeons may not be included in Health Plan's network and may balance bill for amounts above the Usual and Customary Rate paid by Health Plan. In order to determine the contract status of providers You may consult the provider manual on the Health Plan website at [www.swhp.org](http://www.swhp.org), or contact a Health Plan Customer Service Representative at 800-321-7947.

## **4. TERMINATION OF COVERAGE**

### **4.1 TERMINATION OF COVERAGE FOR COVERED PERSONS**

Coverage under this Agreement shall terminate for You and/or Your Covered Dependents as follows:

- 1) except for continuation privileges, on the date on which You and/or Your Covered Dependents cease to be eligible for coverage in accordance with this Agreement, however:
  - coverage will remain in force until the end of the calendar month in which the Group notifies Us that the Covered Person is no longer eligible; and
  - the Group will be liable to Us for any premium, including Premium for dependent coverage, for the period of coverage until the end of the calendar month in which the Group provides Us such notice; and
  - if the Covered Person ceases to be eligible for coverage under the Policy within 7 calendar days before the end of the month; and
  - the Contract Holder will be deemed to have notified Us in the month in which the individual cease to be part of the Group if We receive notice within the first 3 business days of the subsequent month.
- 2) the end of the last period for which Premium payment has been made to Us; or
- 3) the date of fraud or intentional material misrepresentation by You or Your Covered Dependent, except as described under Incontestability, or fraud in the use of services or facilities, thirty (30) days after written notice from Health Plan; or
- 4) the date Group coverage terminates.

### **4.2 TERMINATION OR NON-RENEWAL OF COVERAGE FOR GROUP**

This Agreement shall continue in effect for one (1) year from the Effective Date. After that, this Agreement may be renewed annually. This Agreement may be terminated or non-renewed for one or more of the following reasons:

- 1) Group fails to pay a Required Payment as required by this Agreement;
- 2) Fraud or intentional misrepresentation of a material fact by Group;
- 3) Group fails to comply with the terms and conditions of this Agreement;
- 4) Group fails to meet Minimum Group Size for at least six (6) consecutive months;
- 5) No Eligible Employees of the Group work, live or reside in the Service Area;
- 6) Health Plan elects to cease providing coverage to all small employers or large employers in its Service Area;
- 7) Health Plan elects to discontinue a particular type of coverage; or
- 8) Group elects to terminate this Agreement.

### **4.3 NOTICE OF TERMINATION OR NON-RENEWAL OF GROUP**

If termination or non-renewal is due to reason (1) or (3) above, Health Plan shall give Group thirty (30) days advance written notice. If termination is due to reason (2) above, Health Plan shall give Group at least fifteen (15) days advance written notice. If termination is due to reason (4) above, termination shall be upon the first day of the next month following the end of the 6 consecutive month period during which the Group failed to maintain the Minimum Group Size. If termination is due to reason (5) above, Health Plan shall give Group at least sixty (60) days advance notice. If termination is due to reason (6), Health Plan shall give all affected Groups at least 180 days advance written notice. If termination is due to reason (7), Health Plan shall give Group at least ninety (90) days advance written notice and offer Group the option to purchase other coverage. If termination is due to reason (8), Group shall give Health Plan at least sixty (60) days advance written notice; however, if termination is due to a material change by Health Plan to any

provisions required to be disclosed to Group or Covered Persons pursuant to State law or regulation which adversely affects benefits or services provided, Group shall give Health Plan at least thirty (30) days advance written notice.

#### **4.4 LIABILITY**

Upon termination of coverage as described above, Health Plan shall have no further liability or responsibility under this Agreement except as may be required under the continuation privileges.



## **5. CONTINUATION OF COVERAGE OPTION**

### **5.1 LOSS OF ELIGIBILITY**

Covered Persons who lose eligibility under this Agreement may be eligible to continue coverage under this Agreement according to state or federal law. If elected by Group, continuation administrative services will be provided by Health Plan or its designee at no additional expense to Group. Contact the Group for more information if eligibility for membership ends due to the occurrence of one of the following qualifying events:

- 1) the death of the Covered Employee;
- 2) the termination (other than for gross misconduct) or reduction of hours of the Covered Employee's employment;
- 3) the divorce or legal separation of the Covered Employee from the Covered Employee's spouse;
- 4) the Covered Employee (excluding Dependents who may continue coverage under this Agreement) becomes entitled to benefits under Medicare;
- 5) a Dependent child ceases to be a Dependent child under the generally applicable requirements of the Group;
- 6) the Contract Holder commences Chapter 11 bankruptcy proceedings; or
- 7) Group coverage ends for any other reason except involuntary termination for cause and the Covered Person has been covered continuously under the group coverage (including any replacement group coverage) for at least three consecutive months immediately prior to termination.

### **5.2 COBRA CONTINUATION OF COVERAGE**

The Group will provide written notice to each Covered Person enrolled through the Group of the continuation coverage available to Covered Persons under the Consolidated Omnibus Budget Reconciliation Act (COBRA). If the Group does not provide written notice, the Health Plan must provide timely notice of continuation privileges available to each employee, member, dependent, or enrollee whose coverage is terminating. Such notice is presumed timely if it is given at least 30 days and no more than 60 days prior to the scheduled termination of coverage. If any Covered Person is granted the right to continue coverage beyond the date when Covered Person's coverage would otherwise terminate, this Health Plan will be deemed to allow continuation of coverage to the extent necessary to comply with COBRA requirements. Covered Person should contact the Employer or Group Contract Holder for verification of eligibility and to obtain procedures for obtaining benefits.

### **5.3 ADDITIONAL CONTINUATION PROVISIONS**

Upon completion of any continuation of coverage as provided under COBRA, any Covered Person whose coverage under this Agreement has been terminated for any reason except involuntary termination for cause, and who has been continuously covered under this Agreement or any similar group contract providing similar services and benefits which it replaces for at least three (3) consecutive months immediately prior to termination shall be eligible to continue coverage as follows:

- 1) Continuation of group coverage must be requested in writing to Your Employer or Contract Holder not later than the 60<sup>th</sup> day following the later of:
  - a. the date the group coverage will terminate; or
  - b. the date the Covered Person is given notice of the right of continuation by either the Employer or the Contract Holder.
- 2) A Covered Person electing continuation coverage must pay to the Employer or Contract Holder on a monthly basis, the Premiums, plus 2% of the total health Premium when due. The continuation Premium must be made not later than the 45<sup>th</sup> day after the date of the initial election for continuation coverage and on the due date of each payment thereafter. Following the first payment made after the initial election for continuation coverage, Premium payment is considered timely if made on or before the 30<sup>th</sup> day after the date on which the payment is due.
- 3) Continuation coverage will continue until the earliest of:

- a. if Covered Person is not eligible for continuation coverage under COBRA, 9 months after the date the election for continuation coverage is made;
  - b. if Covered Person is eligible for continuation coverage under COBRA, 6 additional months following any period of continuation under COBRA;
  - c. the date on which failure to make payments would terminate coverage;
  - d. the date the member is or could be covered by Medicare;
  - e. the date on which the Covered Person is covered for similar services and benefits by another health plan; or
  - f. the date on which this Agreement terminates as to all Covered Persons.
- 4) If the Covered Employee dies, retires or the Covered Employee's family relationship with Covered Dependents is otherwise terminated due to "divorce," which term shall include annulment and legal separation for purposes of this Section, and a Covered Dependent loses coverage, the Covered Employee's Covered Dependent may continue group coverage pursuant to this Agreement. Continuation coverage will not be conditioned in any way on the Covered Dependent's health status or condition. However, this continuation coverage does not include Covered Dependents who have been covered pursuant to this Agreement for less than one year, except for covered dependent children less than one year of age. The premiums charged for this continuation coverage shall be no more than the premiums charged for all other individuals covered by this Agreement. To elect this continuation coverage, the Covered Employee, his or her personal representative or the Covered Dependent must notify Group within fifteen (15) days of the Covered Employee's death, retirement or divorce. Upon receipt of such notice, the Group will immediately give written notice to each affected Covered Dependent. The Covered Dependent must give written notice to the Group of its desire to continue coverage under this Agreement within sixty (60) days of the Covered Employee's death, retirement or divorce. Coverage under this Agreement will remain in effect during the sixty (60) day period, provided that written notice is given, and the required premium paid, within the sixty (60) day period. This continuation coverage shall be concurrent with any other continuation coverage provided for under this Agreement. This continuation coverage will terminate upon the earlier of the following:
- a. the day a premium is due and unpaid; or
  - b. the day the Covered Dependent becomes eligible for similar coverage; or
  - c. three (3) years from the date of the Covered Employee's death, retirement or divorce.

**6.****REQUIRED PAYMENTS****6.1 COPAYMENTS, COINSURANCE AND DEDUCTIBLES**

You are responsible for paying any applicable Copayment, Coinsurance and/or Deductibles for Health Care Services. Copayments are due at the time the service is rendered. Copayments, Coinsurance and Deductibles are Required Payments from You.

**6.2 SUBROGATION AND COORDINATION OF BENEFITS PAYMENTS**

If You, Your Covered Dependents, or anyone on behalf of You or Your Covered Dependents receives benefits or monies subject to the coordination of benefits or subrogation provisions of this Agreement, You or Your Covered Dependent must submit to Health Plan within 31 days of receipt of such benefits or monies, the amount to which Health Plan is entitled. In the event You, Your Covered Dependents, or anyone on behalf of You or Your Covered Dependents should recover amounts due under the subrogation or coordination of benefits provisions, any amount due is considered to be a Required Payment from You or Your covered Dependent.

**7.****HEALTH CARE SERVICES****7.1 HEALTH CARE SERVICES WITHIN THE SERVICE AREA**

You and Your Covered Dependents shall be entitled to the Health Care Services specified in the Schedule of Benefits subject to the conditions and limitations stated in the Schedule of Benefits and this Agreement that are considered to be Medically Necessary by the Medical Director.

**7.2 LIMITATIONS AND EXCLUSIONS**

The Health Care Services and other benefits to be provided under this Agreement are limited by or excluded from coverage as stated in the Description of Benefits.

**7.3 REFUSAL TO ACCEPT TREATMENT**

Should You or Your Covered Dependent refuse to cooperate with or accept the recommendations of Network Providers with regard to health care for You or Your Covered Dependent, Network Providers may regard such refusal as a failure of the patient relationship and as obstructing the delivery of proper medical care. In such cases, Network Providers shall make reasonable efforts to accommodate You or Your Covered Dependent. However, if the Network Provider determines that no alternative acceptable to the Network Provider exists, You shall be so advised. If You or Your Covered Dependent continues to refuse to follow the recommendations, then neither Health Plan or its Network Providers shall have any further responsibility under this Agreement to provide care for the condition under Treatment.

**7.4 COORDINATION OF HEALTH CARE SERVICES****7.4.1 Selection of Physician**

Physicians may be selected from the list of Physicians published by the Health Plan. The ability to select a particular Network Physician as a Physician is subject to that physician's availability. A current, updated list of Physicians may be found on Health Plan's website, [www.swhp.org](http://www.swhp.org).

**7.4.2 Changing Your Physician**

You or Your Covered Dependents may change Your Physician at any time.

**7.5 CONTINUITY OF TREATMENT****7.5.1 Notice of Termination of Treating Physician or Provider**

Each contract between the Health Plan and a physician or provider provides that no less than thirty (30) days advance notice be given to You and Your Covered Dependents under Treatment by a physician or provider of the physician's or provider's impending termination from the Health Plan.

**7.5.2 Continued Treatment by Terminated Physician or Provider**

Except for medical incompetence or unprofessional behavior, the termination does not release the Health Plan from reimbursing the Network Provider for providing Treatment to You or Your Covered Dependent in certain special circumstances. Special circumstance means a condition which Your physician or provider, or Your Covered Dependent's physician or provider reasonably believes could cause harm to You or Your Covered Dependent if the physician or provider discontinues Treatment of the Covered Person, and include a disability, acute condition, life-threatening illness, or being past the twenty-fourth week of pregnancy. However, the Network Provider must first identify the special circumstance and submit a request to Health Plan's Medical Director that You or Your Dependent be permitted to continue Treatment under the Network Provider's care. The Network Provider must agree not to seek payment from You or Your Covered Dependent of any amounts for which You would not be responsible if the Health Professional or Network Physician were still under contract with the Health Plan. If the request is granted, the Health Plan's obligation to pay for the services of the Network Provider shall not exceed 90 days from the date of termination or nine (9)

months in the case of a terminal illness with which You or a Covered Dependent was diagnosed at the time of the termination and shall not exceed the contract rate. If You or a Covered Dependent is past the twenty-fourth (24<sup>th</sup>) week of pregnancy at the time of termination, Health Plan's obligation to reimburse a terminated Network Provider for services extends through delivery of the child, immediate postpartum care and the follow-up checkup within the first six weeks of delivery.

### **7.5.3 Total Disability**

If a Member is totally disabled on the date of termination of the Policy, coverage will be extended. Benefits will continue to be paid under the terms of the Policy for Eligible Expenses due to the disabling condition. Extension of benefits will continue until the earlier of: a) the date payment of the maximum benefit occurs, b) the date the Covered Person ceases to be totally disabled, or c) the end of 90 days following the date of termination. This extension of benefits is not applicable if the Policy is replaced by another carrier providing substantially equivalent or greater benefits.

### **7.6 HEALTH CARE SERVICES NOT AVAILABLE FROM CONTRACTING PROVIDERS**

To the extent the Health Plan would have covered such services under the terms of this Agreement, Medically Necessary Health Care Services which are prescribed by a Network Physician but which are not available from a Network Provider shall be authorized within a time appropriate to the circumstances relating to the delivery of services and the condition of the patient, but in no event to exceed five (5) business days after receipt of reasonably requested documentation, to be received from a physician or provider who does not contract with the Health Plan upon the request of the Network Physician and the approval by the Medical Director. If approved, Health Plan shall fully reimburse the non-contracting physician or provider according to Section 3.1.

## **8. CLAIM PROCEDURE**

### **8.1 NECESSITY OF FILING CLAIMS**

If you receive Health Care Services from facilities which do not routinely contract with Health Plan, for example in the case of an emergency, you may be asked to pay that person or facility directly. You are entitled to reimbursement for such payments to the extent those Health Care Services are covered under this Agreement provided (1) You submit written proof of and claim for payment to Health Plan at its office, (2) the written proof and claim for payment are acceptable to Health Plan, (3) Health Plan receives claim for payment within 60 days of the date the Health Care Services were received by You and Your Covered Dependent, and (4) You have complied with the terms of this Agreement. Written proof of loss must be submitted not later than the 90<sup>th</sup> day after the date of the loss.

### **8.2 EFFECT OF FAILURE TO FILE CLAIM WITHIN 60 DAYS**

Failure to submit written claim for payment within the 60 day period or written proof of loss within the 90 days shall not invalidate or reduce Your entitlement to reimbursement provided it was not reasonably possible for You to submit such proof and claim within the time allowed and written proof of and claim for payment were filed as soon as reasonably possible. Written proof and claim for payment submission should consist of itemized receipts containing: name and address where services were received, date service was provided, amount paid for service, and diagnosis for visit. Claims for reimbursement should be sent to Insurance Company of Scott & White, Attn: Claims Dept., 2401 South 31<sup>st</sup> St., Temple, TX 76508. In no event will Health Plan have any obligation under this paragraph if such proof of and claim for payment is not received by Health Plan within one (1) year of the date the services were provided to You or Your Covered Dependent.

### **8.3 ACKNOWLEDGEMENT OF CLAIM**

Not later than the fifteenth (15th) day after receipt of Your claim, the Health Plan will acknowledge in writing receipt of the claim; begin any investigation of the claim; and request from You any necessary information, statements or forms. Additional requests for information may be made during the course of the investigation.

### **8.4 ACCEPTANCE OR REJECTION OF CLAIM**

Not later than the fifteenth (15th) business day after receipt of all requested items and information, Health Plan will notify You in writing of the acceptance or rejection of the claim and the reason if rejected; or notify You that additional time is needed to process the claim and state the reason Health Plan needs additional time. If additional time is needed to make a decision, Health Plan shall accept or reject the claim no later than the forty-fifth (45<sup>th</sup>) day after You have been notified of the need for additional time.

### **8.5 PAYMENT OF CLAIMS**

Claims will be paid no later than the fifth (5th) business day after notification of acceptance. If Health Plan provides coverage for a minor child who qualifies as a dependent of a group member, Health Plan may pay benefits on the child's behalf to a person who is not a group member if an order providing for the appointment of a possessory or managing conservator of the child has been issued by a court in this or another state. A person who is not a group member is entitled to be paid benefits under this section only if the person presents to the Health Plan, with the claim application, (1) written notice that the person is a possessory or managing conservator of the child on whose behalf the claim is made; and (2) a certified copy of a court order designating the person as possessory or managing conservator of the child or other evidence designated by rule of the commissioner that the person is eligible for the benefits as this section provides.

**8.6**            **PAYMENT TO PHYSICIAN OR PROVIDER**

Payment by Health Plan to the person or facility providing the services to You or Your Eligible Dependent shall discharge Health Plan's obligations under this Section.

**8.7**            **LIMITATIONS ON ACTIONS**

No action at law or in equity shall be brought to recover payment of a claim under this Agreement prior to the expiration of sixty (60) days from the date written proof of and claim for payment, as described above, was received by Health Plan. In no event shall such action be brought after three (3) years from such date.

## 9.

## EFFECT OF MEDICARE, SUBROGATION, AND COORDINATION OF BENEFITS

### 9.1 EFFECT OF MEDICARE

Regardless of any other provisions of this Agreement to the contrary, on and after the first day You or Covered Dependent become entitled to coverage under Medicare and Medicare would be the primary payor of benefits, You or Your Covered Dependent benefits shall be reduced by the amount that would have been paid by Part B unless :

- 1) You and Your Covered Dependent shall qualify for, and remain continuously qualified for Medicare;; and
- 2) You shall pay the required premiums for Medicare coverage; and
- 3) You shall cooperate fully in the coordination of Your health care benefits in accordance with the other terms of this Agreement, and perform such acts as shall be necessary and desirable to facilitate the maximum reimbursement by Medicare to Health Plan, and Network Providers for the services provided.

### 9.2 SUBROGATION

If the Plan pays or provides medical benefits for an illness or injury that was caused by an act or omission of any person or entity, the Plan will be **subrogated** to all rights of recovery of a plan participant, to the extent of such benefits provided or the reasonable value of services or benefits provided by the Plan. The Plan, once it has provided any benefits, is granted a **lien** on the proceeds of any payment, settlement, judgment, or other remuneration received by the plan participant from any sources, as allowed by law, including but not limited to:

- a third party or any insurance company on behalf of a third party, including but not limited to premises, automobile, homeowners, professional, DRAM shop, or any other applicable liability or excess insurance policy whether premium funded or self insured;
- underinsured/uninsured automobile insurance coverage;
- no fault insurance coverage, such as personal injury or medical payments protection;
- any award, settlement or benefit paid under any worker's compensation law, claim or award;
- any indemnity agreement or contract;
- any other payment designated, delineated, earmarked or intended to be paid to a plan participant as compensation, restitution, remuneration for injuries sustained or illness suffered as a result of the negligence or liability, including contractual, of any individual or entity;
- any source that reimburses, arranges, or pays for the cost of care.

#### 9.2.1 **Assignment**

Upon being provided any benefits from the Plan, a plan participant is considered to have **assigned** his or her rights of recovery from any source including those listed herein to the Plan to the extent of the reasonable value of services as determined by the Plan or benefits provided by the Plan

No plan participant may assign, waive, compromise or settle any rights or causes of action that he/she or any dependent may have against any person or entity who causes an injury or illness, or those listed herein, without the express prior written consent of the Plan and/or the Plan administrator.

#### 9.2.2 **Reimbursement**

If a plan participant does not reimburse the Plan from any settlement, judgment, insurance proceeds or other source of payment, including those identified herein, the Plan is entitled to reduce current or future benefits payable to or on behalf of a plan participant until the Plan has been fully reimbursed.

#### 9.2.3 **Plan's Actions**

The Plan in furtherance of the rights obtained herein may take any action it deems necessary to protect its interest, which will include, but not be limited to:

- place a lien against a responsible party or insurance company and/or anyone listed herein;



- bring an action on its own behalf, or on the plan participant's behalf, against the responsible party or his insurance company and/or anyone listed herein;
- cease paying the plan participant's benefits until the plan participant provides the Plan Sponsor with the documents necessary for the Plan to exercise its rights and privileges; and
- the Plan may take any further action it deems necessary to protect its interest.

#### **9.2.4 Obligations of the Plan Participant to the Plan**

- If a plan participant receives services or benefits under the Plan, the plan participant must immediately notify the Plan Sponsor of the name of any individual or entity against whom the plan participant might have a claim as a result of illness or injury (including any insurance company that provides coverage for any party to the claim) regardless of whether or not the plan participant intends to make a claim. For example, if a plan participant is injured in an automobile accident and the person who hit the plan participant was at fault, the person who hit the plan participant is a person whose act or omission has caused the plan participant's illness or injury.
- A plan participant must also notify any third-party and any other individual or entity acting on behalf of the third-party and the plan participant's own insurance carriers of the Plan's rights of subrogation, lien, reimbursement and assignment.
- A plan participant must cooperate with the Plan to provide information about the plan participant's illness or injury including, but not limited to providing information about all anticipated future treatment related to the subject injury or illness.
- The plan participant authorizes the Plan and The Bratton Firm, to pursue, sue, compromise and/or settle any claims described herein, including but not limited to, subrogation, lien, assignment and reimbursement claims in the name of the plan participant and/or Plan. The plan participant agrees to fully cooperate with the Plan in the prosecution of such a claim. The plan participant agrees and fully authorizes the Plan and the Bratton Firm to obtain and share medical information on the plan participant necessary to investigate, pursue, sue, compromise and/or settle the above-described claims. The Plan and The Bratton Firm specifically are granted by the plan participant the authorization to share this information with those individuals or entities responsible for reimbursing the Plan through claims of subrogation, lien, assignment or reimbursement in an effort to recoup those funds owed to the Plan. This authorization includes, but is not be limited to, granting to the Plan and The Bratton Firm the right to discuss the plan participant's medical care and treatment and the cost of same with third and first-party insurance carriers involved in the claim. Should a written medical authorization be required for the Plan to investigate, pursue, sue, compromise, prosecute and/or settle the above-described claims, the plan participant agrees to sign such medical authorization or any other necessary documents needed to protect the Plan's interests.
- Additionally, should litigation ensue, the plan participant agrees to and is obligated to cooperate with the Plan and/or any and all representatives of the Plan, including subrogation counsel, in completing discovery, obtaining depositions and/or attending and/or cooperating in trial in furtherance of the Plan's subrogation, lien, assignment or reimbursement rights.
- The plan participant agrees to obtain consent of the Plan before settling any claim or suit or releasing any party from liability for the payment of medical expenses resulting from an injury or illness. The plan participant also agrees to refrain from taking any action to prejudice the Plan's recovery rights.
- Furthermore, it is prohibited for plan participant to settle a claim against a third party for non-medical elements of damages, by eliminating damages relating to medical expenses incurred. It is prohibited for a plan participant to waive a claim for medical expenses incurred by plan participants who are minors.
- To the extent that a plan participant makes a claim individually or by or through an attorney for an injury or illness for which services or benefits were provided by the Plan, the plan participant agrees to keep the plan

updated with the investigation and prosecution of said claim, including, but not limited to providing all correspondence transmitted by and between any potential defendant or source of payment; all demands for payment or settlement; all offers of compromise; accident/incident reports or investigation by any source; name, address, and telephone number of any insurance adjuster involved in investigating the claim; and copies of all documents exchanged in litigation should a suit be filed.

- Nothing in these provisions requires the Plan to pursue the plan participant's claim against any party for damages or claims or causes of action that the plan participant might have against such party as a result of injury or illness.
- The Plan may designate a person, agency or organization to act for it in matters related to the Plan's rights described herein, and the plan participant agrees to cooperate with such designated person, agency, or organization the same as if dealing with the Plan itself.

#### **9.2.5 Wrongful Death/Survivorship Claims**

In the event that the plan participant dies as a result of his/her injuries and a wrongful death or survivorship claim is asserted the plan participant's obligations become the obligations of the plan participant's wrongful death beneficiaries, heirs and/or estate.

#### **9.2.6 Death of Plan Participant**

Should a plan participant die, all obligations set forth herein shall become the obligations of his/her heirs, survivors and/or estate.

#### **9.2.7 Control of Settlement Proceeds**

A plan participant may not use an annuity or any form of trust to hold/own settlement proceeds in an effort to bypass obligations set forth herein. A plan participant agrees that they have actual control over the settlement proceeds from the underlying tort or first party claim from which they are to reimburse the plan whether or not they are the individual or entity to which the settlement proceeds are paid.

#### **9.2.8 Payment**

The plan participant agrees to include the Plan's name as a co-payee on any and all settlement drafts or payments from any source.

The fact that the Plan does not assert or invoke its rights until a time after a plan participant, acting without prior written approval of the authorized Plan representative, has made any settlement or other disposition of, or has received any proceeds as full or partial satisfaction of, plan participant's loss recovery rights, shall not relieve the plan participant of his/her obligation to reimburse the Plan in the full amount of the Plan's rights.

#### **9.2.9 Severability**

In the event that any section of these provisions is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of the Plan. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the plan.











must give Organization responsible for COB administration any facts it needs to apply those rules and determine benefits.

#### **9.4 FACILITY OF PAYMENT**

A payment made under another plan may include an amount that should have been paid under this plan. If it does, Organization responsible for COB administration may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. Organization responsible for COB administration will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

#### **9.5 RIGHT OF RECOVERY**

If the amount of the payments made by Organization responsible for COB administration is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid or any other person or organization that may be responsible for the benefits or services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.



## **10. RECORDS**

### **10.1 RECORDS MAINTAINED BY HEALTH PLAN**

Health Plan is entitled to maintain records on You or Your Covered Dependents necessary to administer this Agreement. The Contract Holder or You or Your Covered Dependents shall provide the information required by the Health Plan within a reasonable period of time. The records of the Contract Holder or You or Your Covered Dependents which have a bearing on this Agreement shall be made available to Health Plan for inspection at any reasonable time.

### **10.2 NECESSITY OF REQUESTED INFORMATION**

To the extent it is dependent upon the information for an appropriate determination, Health Plan shall not be required to discharge an obligation under this Agreement until requested information has been received by Health Plan in acceptable form. Incorrect information furnished to Health Plan may be corrected without Health Plan invoking any remedies available to it under this Agreement or at law provided Health Plan shall not have relied upon such information to its detriment.

#### **10.2.1 Authorization for Health Care Information from Physicians and Providers**

Health Plan is entitled to receive from any physician or provider of health care to You or Your Covered Dependents information reasonably necessary in connection with the administration of this Agreement but subject to all applicable confidentiality requirements. By acceptance of Health Care Services under this Agreement, You or Your Covered Dependents authorize every physician or provider rendering health care hereunder to disclose, as permitted by law upon request, all facts pertaining to You or Your Covered Dependent's care, Treatment and physical condition to Health Plan or to any other physician or provider who is a Network Provider or Referral Physician rendering services to You or Your Covered Dependents, and to render reports pertaining to the same to, and permit copying of such records and reports by, Health Plan or other such physicians and providers.

### **10.3 NOTIFICATION OF CHANGES IN STATUS**

You shall notify Health Plan immediately in writing of any fact which may affect eligibility or benefits under this Agreement, including but not limited to:

- any change in the eligibility status of You or Your Covered Dependents;
- eligibility for Medicare;
- coverage under another plan which may be subject to coordination of benefits; and
- eligibility for recovery from a third party of benefits which may be subject to subrogation.

## **11. COMPLAINT PROCEDURE**

### **11.1 PURPOSE**

**11.1.1** Health Plan recognizes that a member, physician, provider, or other person designated to act on behalf of a member may encounter an event in which performance under this Agreement does not meet expectations. It is important that such an event be brought to the attention of the Health Plan. The Health Plan is dedicated to addressing problems quickly, managing the delivery of Health Care Services effectively, and preventing future Complaints. Health Plan will not retaliate against You because You, Your Provider or a person action on Your behalf files a Complaint.

**11.1.2** The Medical Director has overall responsibility for the coordination of the Complaint procedure. For assistance with this procedure, individuals should contact the Health Plan office.

### **11.2 COMPLAINTS**

**11.2.1** Health Plan will send an acknowledgment letter of the receipt of oral or written Complaints from Complainants no later than five (5) business days after the date of the receipt of the Complaint. The acknowledgment letter will include a description of Health Plan's Complaint procedures and time frames. If the Complaint is received orally, Health Plan will also enclose a one-page Complaint form, which must be returned for prompt resolution of the Complaint.

**11.2.2** Health Plan will acknowledge, investigate, and resolve all Complaints within thirty (30) calendar days after the date of receipt of the written Complaint or one-page complaint form from the Complainant. However, investigation and resolution of Complaints concerning emergencies or denials of continued stays for hospitalization shall be concluded in accordance with the immediacy of the case and will not exceed one (1) business day from receipt of the Complaint.

**11.2.3** Health Plan will investigate the Complaint and issue a response letter to the Complainant within thirty (30) days from receipt of the Complaint explaining the specific medical and/or contractual reasons for the resolution and the specialization of any physician or other provider consulted. The response letter will contain a full description of the process for appeal, including the time frames for the appeals process and the time frames for the final decision on the appeal.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1 CONFIDENTIALITY**

In accordance with applicable law, any data or information pertaining to the diagnosis, Treatment, or health of You or Your Covered Dependent or to an Application obtained from You or Your Covered Dependent or from any physician or provider by Health Plan shall be held in confidence and shall not be disclosed to any person except: (1) to the extent that it may be necessary to carry out purposes required by or to administer this Agreement with regard to the provision of Health Care Services, payment of Health Care Services, and Health Plan operations; or (2) upon You or Your Covered Dependent's express authorization; or (3) pursuant to a law or in the event of claim or court order for the production of evidence or to discovery thereof; or (4) in the event of claim or litigation between You or Your Covered Dependent and Health Plan wherein such data or information is pertinent, or (5) bona fide medical research or studies by Health Plan. Health Plan shall be entitled to claim the same privilege against such disclosures as the physician or provider who furnishes such information to it is entitled to claim.

### **12.2 INDEPENDENT AGENTS**

**12.2.1** Health Plan's Network Providers are independent contractors. Health Plan is not an agent of any Network Provider, nor is any Network Provider an agent of the Health Plan.

**12.2.2** Network Providers shall make reasonable efforts to maintain an appropriate patient relationship with Covered Persons to whom they are providing care. Likewise, You and Your Covered Dependents shall make reasonable efforts to maintain an appropriate patient relationship with the Network Providers who are providing such care.

**12.2.3** No Contract Holder or Covered Person, in such capacity, is an agent or representative of Health Plan or its Network Providers. No Contract Holder or Covered Person shall be liable for any acts or omissions of any Network Provider or its agents or Employees.

**12.2.4** The determination of whether any Treatment is a covered benefit under this Agreement shall be made by Health Plan according to the terms and conditions of this Agreement. The fact that Treatment has been prescribed or authorized by a Network Provider does not necessarily mean that it is covered under this Agreement.

### **12.3 CHANGES IN COVERAGE**

During the term of this Agreement, changes in coverage are not allowed unless approved in writing by Health Plan or authorized according to the terms stated in this Agreement. Any retroactive changes in eligibility or coverage by a Group for any of its Covered Persons must be approved by the Health Plan, and the liability of Health Plan to refund Premiums for any Covered Person whose coverage is terminated or changed to a different category shall be no greater than two months premium paid by or on behalf of the Covered Person. Health Plan may consider any amounts paid for Covered Services for any period for which the Covered Person's premium was refunded as a Required Payment.

### **12.4 ENTIRE AGREEMENT**

This Agreement, attachments, Group's Application, and Your completed and accepted Application(s) constitute the entire contract between the parties, and all oral representations and warranties have been incorporated into this Agreement. No agent or other person, except the Executive Director of Health Plan, has the authority to waive any conditions or restrictions of this Agreement, to extend the time for making a payment, or to bind Health Plan by making any promise or representation, or by giving or receiving any information. No changes to this Agreement shall be valid unless in writing and signed by the Executive Director of Health Plan. However, Health Plan may adopt policies, procedures and rules to promote the orderly and efficient administration of this Agreement.

**12.5 SEVERABILITY**

In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section of this Agreement, and this Agreement shall otherwise remain in full force and effect.

**12.6 MODIFICATION OF TERMS**

During the term of this Agreement and without Your consent or concurrence, this Agreement shall be subject to amendment, modification or termination in accordance with any provision hereof; by mutual agreement between Health Plan and Contract Holder; or as required by law. By electing coverage pursuant to this Agreement or by accepting benefits hereunder, You and Contract Holders agree to all terms, conditions and provisions hereof.

**12.7 NOT A WAIVER**

The failure of Health Plan to enforce any provision of this Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of this Agreement shall not be deemed or construed to be a waiver of such default.

**12.8 VENUE**

Any action at law or in equity, including any suit to enforce any of the terms, conditions, rights or privileges under this Agreement, shall be brought in a court in or for Bell County, Texas.

**12.9 RECOVERY**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and expenses associated with such action (including, but not limited to, reasonable attorney's fees), in addition to any other relief to which the party may be entitled. Health Plan is also entitled to recover from Contract Holder or Covered Person any overpayment or other inappropriate payment, including, but not limited to, a payment for non-Covered Services or services rendered to a person who was ineligible for group coverage at the time services were provided (collectively, "Excess Payments"). Failure by the Contract Holder or Covered Person to remit any Excess Payments to Insurance Company of Scott and White may result in legal action by Insurance Company of Scott and White.

**12.10 NOTICE**

With the exception of electronic notices sent pursuant to subparagraph 6.1.1 of this Agreement, any notice under this Agreement shall be given by United States Mail, postage prepaid, addressed as follows:

If to Health Plan:

Insurance Company of Scott and White  
2401 South 31st Street  
Temple, Texas 76508

If to You:

To the latest address provided by You to Contract Holder.

If to a Contract Holder:

To the latest address provided by the Contract Holder.

### **12.11 INCONTESTABILITY**

All statements made by You on the Application shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of Your knowledge and belief. A statement may not be used in a contest to void, cancel or non-renew an enrollee's coverage or reduce benefits unless:

- 1) it is in a written Application signed by You, and
- 2) a signed copy of the Application is or has been furnished to You.

This Agreement may only be contested because of fraud or intentional misrepresentation of material fact on the Application. If the Group has less than 50 Employees, the misrepresentation shall be other than a misrepresentation related to health status. If Health Plan determines that You made a material misrepresentation of health status on the Application, Health Plan may increase the Group Premium to the appropriate level. Health Plan must provide Group sixty (60) days prior written notice of any such Premium rate change.

### **12.12 PROOF OF COVERAGE**

Health Plan will provide You with proof of coverage under this Agreement. Such evidence shall consist of an original copy of this Agreement and an identification card as described below. You will also be provided with a current roster of Network Providers as well as additional educational material regarding the Health Plan and the services provided under this Agreement.

### **12.13 IDENTIFICATION CARD**

Health Plan shall issue an identification card which will provide information regarding the type of coverage held and such other information as required by law or relevant regulations. Such cards are the property of the Health Plan and are for identification purposes only. Possession of a Health Plan identification card confers no right to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Covered Person on whose behalf all Required Payments under this Agreement have actually been paid. Any person receiving services or other benefits to which the person is not then entitled pursuant to the provisions of this Agreement shall be subject to charges at the providers' then prevailing rates.

### **12.14 CONFORMITY WITH STATE LAW**

If it is determined by a regulatory or judicial body that any provision of this Agreement that is not in conformity with the insurance laws of the state of Texas, this Agreement shall not be rendered invalid, but instead will be construed and applied as if it were in full compliance with the insurance laws of the state of Texas.

### **12.15 BENEFITS PROVIDED BY THE TEXAS DEPARTMENT OF HUMAN SERVICES**

When services are paid for or rendered by the Texas Department of Human Services on behalf of a Member, payment for the services will be made directly to the Texas Department of Human Services.

### **12.16 OFFICE OF FOREIGN ASSETS CONTROL (OFAC) NOTICE**

Notwithstanding any other provisions of this Agreement or any requirement of Texas law, Health Plan shall not be liable to pay any claim, provide any benefit, or take any other action to the extent that such payment, provision of benefit, or action would be in violation of any economic or trade sanctions of the United States of America, including, but not limited to, policies and regulations administered and enforced by the United States Treasury's Office of Foreign Assets Control (OFAC).

## DESCRIPTION OF BENEFITS

### 13. WHAT'S COVERED?

To understand the benefits available under this Plan, You and Your Covered Dependents should first review this Description of Benefits and the Schedule of Benefits.

The Description of Benefits will help identify what types of services are covered, when and how each benefit will be covered, and how You and Your Covered Dependents can receive Health Care Services. The Section entitled Exclusions and Limitations describes the types of illness, sickness and services that are not covered by this Agreement.

You and Your Covered Dependent's entitlement to Health Care Services is contingent upon such services being determined as Medically Necessary, not Experimental or Investigational, and prescribed or ordered by, a Network Physician or Network Provider. Health Care Services are also contingent upon all definitions, terms, conditions, and limitations on Health Care Services set forth in all parts of this Agreement being met. In order to receive these Health Care Services, You must pay the Copayments, Coinsurance and Deductibles specified in the Schedule of Benefits and any amendments and riders to this Agreement. You may select a Primary Care Physician for You and Your Eligible Dependents.

#### 13.1 COPAYMENTS AND DEDUCTIBLES

The Schedule of Benefits identifies Your Copayments, Coinsurance, Deductible (individual or family), if any, and other expenses You are responsible to pay. Some benefits have Copayments that are applied differently than a typical Copayment. The office visit Copayment in the Schedule of Benefits is for an Office Visit only. Additional Health Care Services provided during an office visit may be subject to an additional Copayment. If special Copayment rules apply, those rules will be explained in that specific benefit section.

#### 13.2 OUT-OF-POCKET MAXIMUM

If the amount of qualifying Out-of-Pocket Expenses You pay during a Year exceeds the Out-of-Pocket Maximum shown on the Schedule of Benefits, Covered Services obtained after reaching the Out-of-Pocket Maximum will be covered at 100% and not be subject to Copayments.

#### 13.3 BENEFIT LIMITATIONS

Certain benefits under this Agreement are subject to benefit limitations. If You or Your Covered Dependent meets or exceeds a given benefit limitation during the Plan Year, such Covered Person will not be eligible for Covered Services for that particular service for the remainder of the Plan Year in which the benefit limitation was met or exceeded.

#### 13.4 UTILIZATION REVIEW

Certain services require preauthorization in order to be covered. Typically, Your Provider will request Preauthorization on Your behalf. Preauthorized services based on Medical Necessity and Experimental/Investigational Procedures will only be denied or reduced if the physician or provider has materially misrepresented the proposed services or has substantially failed to perform the preauthorized services.

##### 13.4.1 Services Requiring Preauthorization

Some procedures and surgeries require Preauthorization. Failure to obtain Preauthorization may result in a reduction or denial of benefits under this Agreement.

The Insurance Company of Scott and White Health Services Division has the responsibility of issuing Preauthorization. For a complete list of Health Care Services subject to Preauthorization, visit Our website at [www.swhp.org](http://www.swhp.org) or call Us at the contact information shown in the Toll-Free Notice. Failure to obtain Preauthorization will result in the lesser of \$500 or 50% reduction in benefits, or denial in the case of Health Care Services, other than Emergency Care, provided by an In-Network Provider.

### **Preauthorization**

**Note:** All days referred to are defined as calendar days unless otherwise specified.

#### When You submit a request for benefits before services are rendered:

- ICSW must provide a written notification of an approval within two working days.
- If Your request for benefits does not contain all the necessary information, ICSW must notify You within 24 hours of receipt of Your request as to what information is needed to make a determination on Your request.
- Any notice to You by ICSW will be by telephone or in writing by facsimile or other rapid means.
- You have 48 hours from receipt of this notice to provide to ICSW the information needed to make a determination on Your request for benefits. You may submit this information either by telephone or in writing by facsimile or other rapid means.

#### If Your request for benefits is denied in whole or in part:

##### For urgent care:

A claim involving urgent care is defined as any request for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations could seriously jeopardize the life or health of the Covered Person, or the ability of the Covered Person to regain maximum function, applying the judgment of a prudent layperson with an average knowledge of health and medicine.

- ICSW must provide written notice of the Adverse Determination to You within 72 hours after receipt of the request for benefits, or 48 hours after receiving all the information needed to make a determination on Your request for benefits if the information is received in a timely manner. The notice will explain the reason for the Adverse Determination and the plan provisions upon which the Adverse Determination was made.
- After receipt of ICSW's Adverse Determination on Your request for benefits, You may appeal ICSW's decision. You may submit an appeal of the Adverse Determination either by telephone or in writing by facsimile or other rapid means.
- Within 72 hours of receipt of Your appeal, ICSW must notify You, either by telephone or in writing by facsimile or other rapid means, of Our decision on Your appeal. If Your request for benefits is no longer considered urgent, it will be handled in the same manner as a non-urgent care pre-service or post-service appeal, depending on the circumstances.
- If Your appeal does not result in a reversal of the Adverse Determination and, if Your Employer's Plan is subject to ERISA, You may bring a civil action under ERISA section 502(a) in federal court.

##### For non-urgent care:

- ICSW must provide written notice of the Adverse Determination to You within the time frame stated above after receiving all the information needed to make a determination on Your request for benefits, if the information is received in a timely manner. The notice will explain the reason for the Adverse Determination and the plan provisions upon which the denial is based.
- You have 180 days from receipt of ICSW's Adverse Determination on Your request for benefits to appeal ICSW's decision.
- Within 30 days of receipt of Your appeal, ICSW must notify You in writing of Our decision on Your appeal.
- If Your appeal does not result in a reversal of the Adverse Determination and, if Your Employer's Plan is

subject to ERISA, You may bring a civil action under ERISA section 502(a) in federal court.

### **Admission Review**

If Preauthorization is not performed, We will determine at the time of admission if the Hospital or Ambulatory Surgical Center admission or specified non-Emergency outpatient surgery or diagnostic procedure is Medically Necessary.

#### **13.4.2 Continued Stay or Course of Treatment Review**

1. Continued Stay. We also will determine if a continued Hospital or Skilled Nursing Facility stay is Medically Necessary. We will provide notice of Our determination within one working day by either telephone or electronic transmission to the provider of record, followed by written notice within three working days to You and Your provider of record. If We are denying post-stabilization care subsequent to Emergency treatment, We will notify the treating Physician or other provider within one hour after the request for approval is made. If We issue an Adverse Determination in response to a request for post-stabilization treatment or a request for treatment involving a life-threatening condition, We will provide the Covered Person, and the Covered Person's provider if record, notification relating to Independent Review of Adverse Determinations.

2. Concurrent Care Decisions. Request for Approval of Additional Benefits. If, while You are undergoing a Course of Treatment for an Illness or Injury for which ICSW has approved benefits, You would like to request an approval of benefits for additional treatments (extension of benefits):

- You must make a request to ICSW for the additional benefits at least 24 hours prior to the end of the initially prescribed and approved Course of Treatment.
- If You request an extension of benefits less than 24 hours prior to the end of the initially prescribed and previously approved Course of Treatment, Your request will be handled as if it were a new request for benefits, rather than an extension of benefits, and depending on the circumstances it may be handled as an urgent or non-urgent care pre-service request for benefits.
- If ICSW receives Your request for additional benefits at least 24 hours prior to the end of the initially prescribed and previously approved Course of Treatment, We must notify You of Our decision regarding Your request within 24 hours of receipt of the request, if Your request is for urgent care benefits.
- If ICSW denies Your request for additional benefits, in whole or in part, We must explain the reason for the Adverse Determination and the Plan provisions upon which the decision was based.
- You may appeal the Adverse Determination according to the rules for an appeal of an urgent, pre-service, or post-service benefit decision, depending on the circumstances.

3. Concurrent Care Decisions. Reduction or End of Benefits. If, after approving a request for benefits in connection with Your Illness, Injury, disease or other condition, ICSW decides to reduce or end these benefits, in whole or in part:

- ICSW must notify You sufficiently in advance of the reduction in, or end of benefits to allow You the opportunity to appeal that decision before the reduction in, or end of, benefits occurs. The notice will explain the reason for reducing or ending Your benefits and the plan provisions upon which the decision was made.
- To keep the benefits ICSW has already approved, You must successfully appeal ICSW's decision to reduce or end those benefits. You must make Your appeal to ICSW at least 24 hours prior to the reduction in, or end of, benefits.
- If You appeal the decision to reduce or end Your benefits less than 24 hours prior to the reduction in, or end of, benefits, Your appeal will be treated as if You were appealing an urgent care Adverse Determination (see the section titled "Urgent Care," above).
- If ICSW receives Your appeal for benefits at least 24 hours prior to the reduction in, or end of, benefits, We must notify You of Our decision regarding Your appeal within 24 hours of receipt of the appeal. If ICSW denies Your appeal of the decision to reduce or end Your benefits, in whole or in part, We must explain the reason for the Adverse Determination and the plan provisions upon which the decision was based.



- You may further appeal the Adverse Determination according to the rules for appeal of an urgent care Adverse Determination (see the section titled “Urgent Care,” above).

#### **13.4.3 Retrospective Review/Non-Urgent Care - Post Service (after care has been received)**

If neither Preauthorization, nor admission review nor continued stay review was performed, We will use retrospective review to determine if a scheduled or an Emergency admission to a Hospital or any surgery at a Hospital or an Ambulatory Surgical Center or an outpatient surgery or a diagnostic procedure was Medically Necessary. In the event services are determined to be Medically Necessary, benefits will be provided as described in the Plan. If it is determined that a Hospital stay or any other service was not Medically Necessary, You are responsible for payment of the charges for those services.

**Note:** Under ERISA rules, a post-service claim is any claim for benefits that is not a pre-service claim.

**Note:** All days referred to are defined as calendar days.

#### When You submit a claim:

- ICSW must notify You in writing within 30 days of receipt of Your claim as to what We determine Your benefits to be. This period may be extended one time for up to 15 days provided We determine that an extension is necessary due to matters beyond Our control, and notify You prior to the expiration of the initial 30 day period as to the circumstances requiring the extension of time and the date by which We expect to render a decision. If an extension is required because of the failure of the provider of record or the patient to submit information necessary to reach a determination on the request, the notice of extension must specifically describe the required information necessary to complete the request.
- In no case may ICSW take more than 45 days to make a determination on Your claim.
- If Your claim does not contain all the necessary information, ICSW must notify You in writing within 30 days of receipt of Your claim as to what information is needed to make a determination on Your claim.
- You have 45 days from receipt of this notice to provide to ICSW the information needed to make a determination on Your claim. The time period during which ICSW is waiting for receipt of the necessary information is not counted toward the time frame during which ICSW must make a benefit determination.

#### If Your claim is denied in whole or in part:

- ICSW must provide written notice of the Adverse Determination to You within the time frame stated above after receiving all the information needed to make a determination on Your claim, if the information is received in a timely manner. The notice will explain the reason for the Adverse Determination and the plan provisions upon which the denial decision is based.
- You have 180 days from receipt of ICSW’s Adverse Determination on Your claim to appeal ICSW’s decision. Within 30 days of receipt of Your appeal, ICSW must notify You in writing of its decision on Your appeal.
- If Your appeal does not result in a reversal of the Adverse Determination and, Your Employer's Plan is subject to ERISA, You may bring a civil action under ERISA section 502(a) in federal court.

**Note:** You, Your beneficiary, or a duly authorized representative may appeal any Adverse Determination on a claim for benefits with ICSW and request a review of the Adverse Determination. In connection with such a request, documents pertinent to the administration of the Plan may be reviewed free of charge, and issues outlining the basis of the appeal may be submitted. You may have representation throughout the appeal and review procedure.

#### **13.4.4 Health Care Services that are not Medically Necessary**

Subject to the notice requirements and prior to the issuance of an adverse determination, if We question the Medical Necessity or appropriateness or the Experimental or Investigational nature of a service, We will give the Physician who ordered it a reasonable opportunity to discuss with Our physician Your treatment plan and the clinical basis of Our

determination.

In the event that the Medical Director determines that a Health Care Service proposed or provided, to You or Your Covered Dependent is not medically necessary, You and the Physician or Provider requesting or providing such Health Care Service shall be notified of this determination, and an Adverse Determination will be issued.

An Adverse Determination will include the principal reason for the Adverse Determination, the clinical basis for the Adverse Determination, a description or the source of the criteria used in making the Adverse Determination, the professional specialty of the physician, doctor, or other health care provider that made the adverse determination, and a description of the Complaint and Appeals process, a copy of the request for a review by an IRO form, available at [www.tdi.texas.gov/forms](http://www.tdi.texas.gov/forms), and notice of the independent review process with instructions that (i) request for a review by an IRO form must be completed by the Covered Person, an individual acting on behalf of the Covered Person, or the Covered Person's provider of record and be returned to the insurance carrier or URA that made the adverse determination to begin the independent review process; and (ii) the release of medical information to the IRO, which is included as part of the independent review request for a review by an IRO form, must be signed by the Covered Person or the Covered Person's legal guardian; and (iii) a description of the Covered Person's right to an immediate review by an IRO and of the procedures to obtain that review for a Covered Person who has a life-threatening condition.. You and the Physician or Provider requesting the Health Care Service will be notified as follows:

- Within one hour for post-stabilization care subsequent to emergency Treatment;
- Within 24 hours when care is requested while You or Your Dependent is Hospitalized; or
- Within three working days in other circumstances.

The initial notice of Adverse Determination may be by telephone or electronic transmission to Your Provider, and will be followed by written notice to You and Your Provider within two working days.

#### **13.4.5 Appeal of Adverse Determinations**

A member, a person acting on behalf of the member, or the member's physician or health care provider may appeal an Adverse Determination orally or in writing to a Member Relations Coordinator. The timeframe for filing the written or oral response may not be less than 30 calendar days after the date of issuance of written notification of an adverse determination. In addition, if the timeframes for the "Appeal of Adverse Determination" are not met by Health Plan, the enrollee is entitled to an immediate Appeal to an Independent Review Organization. The Health Plan will not require an exhaustion of its internal appeals prior to external review if Health Plan fails to meet its internal appeals process timelines or the claimant with an urgent care situation files an external review before exhausting the internal appeals process.

Health Plan will send an acknowledgment letter of the receipt of oral or written Appeal of Adverse Determination from Complainants no later than five (5) business days after the date of the receipt of the Appeal. The acknowledgment letter will include a description of the Health Plan's Appeal procedures and time frames, as well as a reasonable list of documents needed to be submitted by the Complainant for the Appeal. If the Appeal is received orally, the Health Plan will also enclose a one-page Appeal form, the return of which, while not required, will aid in the prompt resolution of the Appeal.

Health Plan will issue a response letter to the patient or a person acting on behalf of the patient, and the patient's physician or health care provider, explaining the resolution of the Appeal; and provide written notification to the appealing party of the determination of the Appeal, as soon as practical, but in no case later than thirty (30) calendar days after the date the Health Plan receives the oral or written Appeal or one-page Appeal form from the Complainant. If the Appeal is denied, the written notification shall include a clear and concise statement of:

- 1) the specific clinical basis for the Appeal denial;
- 2) the specialty of the physician or other health care provider making the denial; and
- 3) notice of the appealing party's right to seek review of the denial by an Independent Review Organization as provided in this Certificate of Coverage.

If the "Appeal of Adverse Determinations" is denied and within ten (10) business days the provider sets forth in writing

good cause for having a particular type of specialty provider review the case, the Appeal denial shall be reviewed by a Network Provider in the same or similar specialty who typically treats the medical condition, performs the procedure, or provides the Treatment under discussion for review in the Adverse Determination, and such specialty review will be completed within fifteen (15) business days of receipt of the request from the provider.

Health Plan will provide an expedited Appeal procedure for Emergency Care denials, denials of care for Life-Threatening Conditions and denials of continued stays for hospitalized patients. The procedure will include a review by a Network Provider who has not previously reviewed the case and who is of the same or a similar specialty who typically treats the medical condition, performs the procedure, or provides the Treatment under discussion for review. The time in which such expedited Appeal will be completed will be based on the medical immediacy of the condition, procedure or Treatment, but may in no event exceed one (1) business day from the date all information necessary to complete the Appeal is received.

Notwithstanding any provisions to the contrary, in a circumstance involving an enrollee's life-threatening condition, the enrollee is entitled to an immediate Appeal to an Independent Review Organization and is not required to comply with procedures for an "Appeal of Adverse Determination" described in this Certificate of Coverage.

Health Plan reserves the right to refer any "Appeal of Adverse Determinations" directly to an Independent Review Organization prior to any determination being made through the internal review process described in this Certificate of Coverage.

#### **13.4.6 Independent Review of Adverse Determinations**

Health Plan will permit any party whose Appeal of an Adverse Determination is denied to seek review of that determination by an Independent Review Organization assigned to the Appeal in accordance with Texas law.

Health Plan will provide to the Independent Review Organization no later than the three (3) business days after the date of request by the Party a copy of:

- 1) any medical records of the enrollee that are relevant to the review;
- 2) any documents used by the plan in making the determination;
- 3) the written notification described in Section 11.4.2 of this document;
- 4) any documentation and written information submitted to the Health Plan in support of the Appeal;  
and
- 5) a list of each physician or health care provider who has provided care to the enrollee and who may have medical records relevant to the Appeal.

Health Plan will comply with the Independent Review Organization's determination with respect to the medical necessity or appropriateness of health care items and services for the Covered Person and the Experimental or Investigational nature of health care items and services for the Covered Person.

#### **13.4.7 Voluntary Binding Arbitration**

If You are enrolled in a plan provided by Your employer that is subject to ERISA, any dispute involving an Adverse Determination must be appealed under claims procedure rules outlined above. After the Covered Person has followed the appeal procedures, any dispute regarding an adverse benefit determination may be submitted to voluntary binding arbitration, if both parties agree.

For a Covered Person enrolled in an Employer plan subject to ERISA, any dispute regarding an adverse benefit determination, or any dispute which does not involve an adverse benefit determination; or for a Covered Person enrolled in an Employer plan not subject to ERISA, any dispute, may be subject to binding arbitration if:

- the mediation or arbitration will be conducted pursuant to the applicable commercial rules of the American Arbitration Association and applicable Texas statutes governing such mediation or arbitration;  
and
- will be binding if both parties agree to mediation or arbitration; and
- mediation or arbitration will occur in the county where the Covered Person, or if applicable the

beneficiary, resides; and

- if the amount in dispute exceeds the jurisdictional limits of the small claims court.

Under this coverage, if binding arbitration is agreed to by both parties, the arbitration findings will be final and binding. We will pay the cost of arbitration. Any disputes regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

### **13.5 CASE GUIDANCE PROGRAM**

Health Plan has in place Case Guidance Programs for Covered Persons with chronic conditions or complex care needs that require ongoing education and mentoring or a complicated plan of care requiring multiple services and providers. A nurse case manager will work with You, Your family or significant other and physician to provide assistance and to coordinate the services necessary to meet Your care needs to achieve the best possible outcomes and the greatest value for Your health care benefits.

If You, or Your Covered Dependent, has a health condition or disease state for which Health Plan operates a Case Guidance program, You may be contacted by Health Plan or Health Plan's designated case guidance vendor and offered the opportunity to participate in case guidance.

Participation in Case Guidance is strictly voluntary.

### **13.6 BENEFITS**

#### **13.6.1 MEDICAL SERVICES**

##### **13.6.1.1 Medical Services**

You and Your Covered Dependents are entitled to the Medically Necessary professional services on an inpatient and outpatient basis. Medical Necessity is determined by a health care provider, subject to the review of the Health Plan Medical Director. Services provided for Treatment of Alzheimer's disease do not require proof of organic disease. Treatment of congenital defects of newborns will be treated on the same basis as any other covered illness or injury.

Examples of covered medical services may include, but are not limited to, the following:

- physical exams for medical or diagnostic purposes (other than preventive exams),
- necessary diagnostic follow-up care,
- office visits,
- consultations by specialists,
- Treatment for diseases of the eye,
- outpatient surgery,
- dialysis,
- injections
- chemotherapy and radiation therapy for cancer,
- allergy tests and
- home health care

##### **13.6.1.2 Other Outpatient Services**

Medical Services that are not specifically listed on the description above which may result in separate additional Copayments or limits if so listed in the Schedule of Benefits.

Other Outpatient Services include

- sleep studies

### 13.6.1.3 Copayments

Medical Services are subject to the applicable Copayment listed in the Schedule of Benefits. For Medical Services provided during an Office Visit, You or Your Covered Dependent may be responsible for both an office visit Copayment and a Copayment for the other Medical Services rendered in connection with the Office Visit. This is particularly true when You are subject to a percentage Copayment and may vary depending upon Your health care provider's method of billing.

### 13.6.2 PREVENTIVE CARE SERVICES

You and Your Covered Dependents are entitled to the Preventive Care Services of Network Physicians and Network Providers without being subject to a Copayment or Deductible. Preventive Care Services obtained from non-Network Providers will be subject to applicable Copayments listed in the Schedule of Benefits.

You and Your Covered Dependents may access preventative Health Care Services and health education programs as determined by Health Plan. Under the Affordable Care Act, certain preventive services from Network Providers are paid at 100% (at no cost to the Covered Person), depending on the billing and diagnosis.

The determination of whether a service is a Preventive Care Service may be influenced by the type of service for which your Physician or Provider bills the Health Plan. Specifically (1) if a recommended preventive service is billed separately from an office visit, then a plan may impose cost-sharing requirements with respect to the office visit, (2) if a recommended preventive service is not billed separately from an office visit and the primary purpose of the office visit is the delivery of a preventive service, then a plan may not impose cost-sharing requirements with respect to the office visit, and (3) if a recommended preventive service is not billed separately from an office visit and the primary purpose of the office visit is not the delivery of a preventive service, then Health Plan may impose cost-sharing requirements with respect to the office visit.

Coverage of Counseling for a particular condition or disease as a Preventive Care Service does not equate to treatment of that particular condition or disease. While the counseling visit may be considered to be a Preventive Care Service and thus not subject to Deductibles or Copayments, the treatment of such condition or disease will be subject to appropriate Deductibles and Copayments, and to the Exclusions and Limitations provisions of the Health Plan.

#### 13.6.2.1 Covered Preventive Services for All Adults

- **Abdominal Aortic Aneurysm** one-time screening by ultrasonography for men ages 65 to 75 who have ever smoked
- **Alcohol Misuse** screening and counseling
- **Aspirin to prevent CVD: men** – the use of aspirin for men age 45 to 79 years, when the potential benefit due to a reduction in myocardial infarctions outweighs the potential harm of an increase in gastrointestinal hemorrhage
- **Aspirin to prevent CVD: women:** the use of aspirin for women age 55 to 79 years, when the potential benefit of a reduction in ischemic strokes outweighs the potential harm of an increase in gastrointestinal hemorrhage
- **Blood Pressure** screening for all adults age 18 and older
- **Cholesterol** screening for men age 35 and older for lipid disorders, men age 20 to 35 for lipid disorders if they are at increased risk for coronary heart disease, women age 45 and older for lipid disorders if they are at increased risk for coronary heart disease, and women age 20 to 45 for lipid disorders if they are at increased risk for coronary heart disease
- **Colorectal Cancer** screening for adults at least 50 years of age and at normal risk for developing cancer, limited to: an annual fecal occult blood
- test and a flexible sigmoidoscopy once every five years; or a colonoscopy once every ten years
- **Depression** screening for adults when staff-assisted depression care supports are in place to assure accurate diagnosis, effective treatment, and follow-up

- **Type 2 Diabetes** screening for abnormal blood glucose as part of cardiovascular risk assessment in adults aged 40 to 70 who are overweight or obese. Clinicians should offer or refer patient with abnormal blood glucose to intensive behavioral counseling interventions to promote a healthful diet and physical activity.
- **Diet** intensive behavioral dietary counseling for adults with hyperlipidemia and other known risk factors for cardiovascular and diet related chronic disease. Intensive counseling can be delivered by primary care clinicians or by referral to other specialists, such as nutritionists or dietitians
- **Hepatitis B** screening in persons at high risk for infection.
- **Hepatitis C** screening in persons at high risk for infection and a one-time screening for HCV infection for adults born between 1945 and 1965.
- **HIV** screening for all adults at higher risk
- **Immunization** vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) :
  - Hepatitis A
  - Hepatitis B
  - Herpes Zoster
  - Human Papillomavirus
  - Influenza (Flu Shot)
  - Measles, Mumps, Rubella
  - Meningococcal
  - Pneumococcal
  - Tetanus, Diphtheria, Pertussis
  - Varicella
  - Haemophilus Influenzae type b (Hib)
- **Lung Cancer** screening annually with low-dose tomography in adults ages 55 to 80 years who have a 30 pack per year smoking history and currently smoke or have within the past 15 years. Screening should be discontinued once a person has not smoked for 15 years or develops a health problem that substantially limits life expectancy or the ability or willingness to have curative lung surgery.
- **Counseling for skin cancer** - counseling for children, adolescents, and young adults ages 10 to 24 years who have fair skin about minimizing their exposure to ultraviolet radiation to reduce risk for skin cancer.
- **Falls prevention in older adults: exercise or physical therapy** - exercise or physical therapy to prevent falls in community-dwelling adults age 65 years and older who are at increased risk for falls.
- **Falls prevention in older adults: vitamin D** - vitamin D supplementation to prevent falls in community-dwelling adults age 65 years and older who are at increased risk for falls.
- **Obesity** screening for all adults and intensive counseling and behavioral interventions to promote sustained weight loss for obese adults
- **Sexually Transmitted Infection (STI)** prevention counseling for adults at higher risk
- **Tobacco Use** screening for all adults and cessation interventions for tobacco users
- **Syphilis** screening for all pregnant women and all adults at higher risk

#### 13.6.2.2 Covered Preventive Services for Women Including Pregnant Women

- **Anemia** screening on a routine basis for pregnant women
- **Bacteriuria** urinary tract or other infection screening for pregnant women at the later of 12 to 16 weeks' gestation or at the first prenatal visit
- **BRCA** screening for women whose family history is associated with an increased risk for deleterious mutations in BRCA1 or BRCA2 genes; genetic counseling for women with positive screening results and, if indicated, BRCA testing.
- **Breast Cancer Low-dose Mammography** for women with or without clinical breast examinations (CBE), for women age 35 and older, annually. Low-dose mammography means the X-ray examination of the breast using equipment dedicated specifically for mammography, including an X-ray tube, filter, compression devise, screens, films and cassettes, with an average radiation exposure delivery of less than one rad mid-breast, with two views for each breast.
- **Breast Cancer Chemoprevention** counseling for women at higher risk for breast cancer and at low risk for adverse effects of chemoprevention. For women, age 35 and older, without a prior diagnosis of breast

cancer, but who are at increased risk for breast cancer and at low risk for adverse medication effects, clinician should offer to prescribe risk-reducing medications, such as tamoxifen or raloxifene. These risk-reducing medications are covered as preventive services, which qualify for the waiver of applicable cost-sharing requirements only if used for prevention. They are not considered preventive if used for the treatment of a Covered Person already diagnosed with breast cancer.

- **Breastfeeding**-comprehensive support and counseling from trained providers
  - access to breastfeeding supplies, for pregnant and nursing women. Health Plan shall make a particular mid-range make and model of breast pump available, and this benefit shall be limited to the cost to the Health Plan of that model of breast pump. If You or Your Covered Dependent wishes to purchase a different model, or to rent rather than purchase a breast pump, this benefit will be subject to this limit.
- **Cervical Cancer** and Human Papillomavirus screening for women, including the provider's charge for administration of the test, for any covered female age 18 or older, not to exceed one per Year for: a conventional Pap smear screening or a screening using liquid-based cytology methods, as approved by the United States Food and Drug Administration (FDA), alone or in combination with a test approved by the FDA for the detection of the human papillomavirus. A screening test must be performed in accordance with the guidelines adopted by the American College of Obstetricians and Gynecologists or another similar national organization of medical professionals.
- **Chlamydia Infection** screening for all sexually active non-pregnant women age 24 and younger and for older non-pregnant women who are at increased risk.
- **Chlamydia Infection** screening for all pregnant women age 24 and younger and for older pregnant women who are at increased risk.
- **Contraception**-Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs (coverage of contraception may be subject to step therapy and preauthorization requirements).
- **Domestic and interpersonal violence** screening and counseling for all women
- **Folic Acid** supplements containing 0.4 to 0.8 mg of folic acid for women who may become pregnant
- **Gestational diabetes** screening for women 24 to 28 weeks pregnant and at the first prenatal visit for those at high risk of developing gestational diabetes
- **Gonorrhea** screening for all sexually active women, including those who are pregnant, at higher risk for infection
- **Hepatitis B** screening for pregnant women at their first prenatal visit
- **Human Immunodeficiency Virus (HIV)** screening and counseling for sexually active women
- **Osteoporosis** screening for women over age 65 to detect low bone mass and to determine the Covered Person's risk of osteoporosis and fractures associated with osteoporosis. A "qualified individual" is: a postmenopausal woman who is not receiving estrogen replacement therapy; an individual with vertebral abnormalities, primary hyperparathyroidism, or a history of bone fractures; or an individual who is receiving long-term glucocorticoid therapy or being monitored to assess the response to or efficacy of an approved osteoporosis drug therapy
- **Low-dose aspirin (81 mg/d)** as preventive medication after 12 weeks of gestation in women who are at high risk for preeclampsia.
- **Rh Incompatibility** screening for all pregnant women and follow-up testing for all unsensitized Rh (D)-negative women at 24 to 28 weeks' gestation, unless the biological father is known to be Rh (D)-negative.
- **Tobacco Use** screening and interventions for all women, and expanded counseling for pregnant tobacco users
- **Sexually Transmitted Infections (STI)** counseling for sexually active women
- **Syphilis** screening for all pregnant women or other women at increased risk
- **Well-woman visits** to obtain recommended preventive services

### 13.6.2.3 Covered Preventive Services for Children

- **Alcohol and Drug Use** assessments for adolescents

- **Autism** screening for children at 18 and 24 months
- **Behavioral** assessments for children of all ages (one assessment for each of the following age ranges): Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- **Blood Pressure** screening for children (one screening for each of the following age ranges): Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- **Cervical Dysplasia** screening for sexually active females
- **Critical Congenital Heart Disease** screening using pulse oximetry for newborns, after 24 hours of age, before discharge from the hospital
- **Congenital Hypothyroidism** screening for newborns
- **Depression** screening for adolescents (11 to 18 years of age) for major depressive disorder (MDD) when systems are in place to ensure accurate diagnosis, psychotherapy (cognitive-behavioral or interpersonal), and follow-up.
- **Developmental** screening for children under age 3, and surveillance throughout childhood
- **Dyslipidemia** screening for children at higher risk of lipid disorders (one screening for each of the following age ranges): Ages: 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- **Fluoride Chemoprevention** supplements for children older than 6 months whose primary water source is deficient in fluoride
- **Prophylactic medication for Gonorrhea** for the eyes of all newborns against gonococcal ophthalmia neonatorum
- **Hearing** screening for all newborns from birth through the date the child is 30 days old; and Medically Necessary diagnostic follow-up care to the screening test for a child from birth through the date the child is 24 months old
- **Hepatitis B screening for Adolescents**
- **Height, Length, Weight, Head Circumference, Weight for Length, and Body Mass Index** measurements for children at recommended intervals
- **Hematocrit and Hemoglobin Risk Assessment**
- **Hemoglobinopathies** or sickle cell disease screening for newborns
- **HIV** screening for adolescents at higher risk
- **Immunization** vaccines for children from birth to age 18 as recommended by the Advisory Committee on Immunization Practices (ACIP) :
  - Diphtheria, Tetanus, Pertussis
  - Haemophilus influenzae type b
  - Hepatitis A
  - Hepatitis B
  - Herpes zoster
  - Human Papillomavirus
  - Inactivated Poliovirus
  - Influenza (Flu Shot), including H1N1 influenza
  - Measles, Mumps, Rubella
  - Meningococcal
  - Polio
  - Pneumococcal polysaccharide and pneumococcal conjugate
  - Rotavirus
  - Varicella
- **Iron** supplements for children ages 6 to 12 months at risk for anemia
- **Lead** screening for children at risk of exposure
- **Medical History** for all children throughout development (one history for each of the following age ranges) Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- **Newborn** blood screening
- **Obesity** screening for children age 6 and older and referral to comprehensive, intensive behavioral interventions to promote improvement in weight status



- **Oral Health** risk assessment for young children (one assessment for each of the following age ranges) Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years.
- **Phenylketonuria (PKU)** screening for this genetic disorder in newborns
- **Sexually Transmitted Infection (STI)** prevention counseling and screening for adolescents at higher risk
- **Tobacco use intervention**, including education or brief counseling, to prevent initiation of tobacco use in school-aged children and adolescents.
- **Tuberculin** testing for children at higher risk of tuberculosis (one test for each of the following age ranges): Ages: 0 to 11 months, 1 to 4 years, 5 to 10 years, 11 to 14 years, 15 to 17 years.
- **Vision** screening for all children to detect amblyopia, strabismus, and defects in visual acuity in children younger than 5 years old.

In addition to the above referenced Preventive Care Services, the following State of Texas Mandated Benefits are also considered Preventive Care Services:

#### **13.6.2.4 Prostate Cancer Screening Exam**

You and Your Covered Dependents, if male, are eligible for an annual screening exam to detect prostate cancer. The benefits provided under this subparagraph include the following once per Year: (1) a physical examination to detect prostate cancer, (2) a prostate-specific antigen test for a male Covered Person who is at least 50 years of age with no symptoms or who is at least 40 years of age and has a family history of prostate cancer or another prostate cancer risk factor.

#### **13.6.2.5 Colorectal Cancer Screening Exam**

You and Your Covered Dependents are eligible for an annual fecal occult blood test. In addition, if You are 50 years of age or older You may receive a flexible sigmoidoscopy every five (5) years or a colonoscopy every ten (10) years.

#### **13.6.2.6 Exam for Detection and Prevention of Osteoporosis**

You or Your Covered Dependent are eligible for medically accepted bone mass measurement for the detection of low bone mass and to determine the risk of osteoporosis and fractures associated with osteoporosis.

#### **13.6.2.7 Low Dose Mammography**

If You or Your Covered Dependent is a female 35 years or older, an annual screening by low-dose mammography is covered.

#### **13.6.2.8 Cervical Cancer Screening**

You and Your Covered Dependents, if female and over age 18, are eligible for a medically recognized annual diagnostic examination, including a conventional Pap smear screening or a screening using liquid-based cytology methods alone or in combination with a test for the detection of the human papillomavirus, for the early detection of cervical cancer.

#### **13.6.2.9 Phenylketonuria (PKU) or Heritable METABOLIC Disease**

Coverage for formulas necessary to treat phenylketonuria (PKU) or a heritable metabolic disease are available to You or Your Covered Dependent as prescribed by a health care provider.

The determination of whether a service is a Preventive Care Service may be influenced by the type of service for which Your health care provider bills the Health Plan. Specifically (1) if a recommended preventive service is billed separately from an office visit, then a plan may impose cost-sharing requirements with respect to the office visit, (2) if a recommended preventive service is not billed separately from an office visit and the primary purpose of the office visit is the delivery of a preventive service, then a plan may not impose cost-sharing requirements with respect to the office visit, and (3) if a recommended preventive service is not billed separately from an office visit and the primary purpose of the office visit is not the delivery of a preventive service, then Health Plan may impose cost-sharing requirements with respect to the office visit.

Coverage of Counseling for a particular condition or disease as a Preventive Care Service does not equate to Treatment of that particular condition or disease. While the counseling visit may be considered to be a Preventive Care Service



#### **13.6.4.3 Emergency Transportation Services**

Emergency transportation, when and to the extent it is Medically Necessary, is covered when transportation in any other vehicle would endanger the patient's health. Health Plan will not cover air transportation if ground transportation is medically appropriate and more economical. If these conditions are met, Health Plan will cover ambulance transportation to the closest appropriate hospital or skilled nursing facility.

#### **13.6.4.4 Emergency Medical Services**

Emergency medical services provided by ambulance personnel for which transport is unnecessary or is declined by Covered Person will be subject to the Copayment listed in the Schedule of Benefits. If the ambulance transports the Covered Person after receiving emergency medical services from ambulance personnel, the Emergency Medical Services Copayment is waived.

#### **13.6.4.5 Hospitalization At Other Than Network Hospital**

If You or Your Covered Dependent is hospitalized at other than a Network Hospital, in order for the Hospital stay to be covered You must notify Health Plan within twenty-four (24) hours of admission or as soon thereafter as it is reasonably possible, and Health Plan shall provide information about its obligations under this Agreement. Failure to provide notification may result in denial of payment unless it is shown not to have been reasonably possible to give such notice.

### **13.6.5 MENTAL HEALTH CARE**

Medically Necessary Inpatient and Outpatient Treatment of Your or Your Covered Dependent's mental illness, emotional disorders and Serious Mental Illness are determined by Your health care provider. Services provided for Outpatient Mental Health Care and Inpatient Mental Health Care listed below are limited to those services which, in the judgment of Your health care provider, meet or exceed Treatment goals as set forth in the Individual Treatment Plan within the benefits described below. Covered services include the following:

#### **13.6.5.1 Outpatient Mental Health Care**

For the Treatment of mental illness, You or Your Covered Dependents are entitled to outpatient diagnostic and therapeutic.

#### **13.6.5.2 Inpatient Mental Health Care**

For the Treatment of mental illness, You or Your Covered Dependents are entitled to inpatient diagnostic and therapeutic.

#### **13.6.5.3 Copayments and Deductibles on Mental Health Care**

For Outpatient mental health care, You are required to pay the Copayment for each outpatient mental health care visit to or by a health care provider.

The Deductible, Coinsurance and Copayment will be the same as for any other physical illness.

You are required to pay the Copayment for each day of inpatient mental health care with a Network or Non-Network Provider as stated in the Schedule of Benefits.

The Deductible, Coinsurance and Copayment will be the same as for any other physical illness.

#### **13.6.5.4 Psychiatric Day Treatment Facility**

Psychiatric Day Treatment Facility services are available for Medically Necessary mental health evaluations, diagnostic and therapeutic services, as shall be recommended by Your health care provider in lieu of hospitalization upon a referral to such facility, if any, with which Health Plan may maintain an agreement for the provision of such services. In order to be considered for coverage, the health care provider attending a member must certify that Treatment at such facility is in lieu of hospitalization.



exceed Treatment goals for You or Your Covered Dependent in accordance with an Individual Treatment Plan. For a physical disability, Treatment goals may include maintenance of functioning, prevention of deterioration, or slowing of further deterioration.

**13.6.7.2 Early Childhood Intervention Services**

Medically Necessary Covered Rehabilitative and Habilitative Therapy Services provided to a Covered Dependent under the age of 18 in accordance with an individualized family service plan issued by the Interagency Council on Early Childhood Intervention will be covered.

**13.6.7.3 Manipulative Therapy**

You or Your Covered Dependents are eligible for outpatient manipulative therapy. Manipulative therapy services are those within the scope of rehabilitative care, including those services provided by a Chiropractor or other provider licensed to provide the service, that are supportive or necessary to help Members achieve the same physical state as before an injury or illness, and that are determined to be Medically Necessary. The services are generally furnished for the diagnosis and/or treatment of neuromusculoskeletal condition associated with an injury or illness, including the following:

- Examinations
- Manipulations
- Conjunctive Physiotherapy

**13.6.8 HOME HEALTH SERVICES**

Home health services consist of Medically Necessary nursing care that is recommended by a designated physician, approved in advance by the Medical Director, and provided by a licensed home health care agency. These services are available when they are an essential part of an active Individual Treatment Plan, when there is a defined goal expected to be attained and You or Your Covered Dependent are required to remain at home for medical reasons. The designated physician and Medical Director shall determine the conditions under which all Medically Necessary services shall be provided. Examples of such conditions include, but are not limited to, the following: duration of care; setting, such as inpatient institutional care rather than home care; type of care, such as nursing care or physical therapy; and frequency of care, such as daily or weekly. Home health services shall not be covered for Custodial Care or primarily for convenience, as determined by the Medical Director.

Subject to any limits on the maximum number of days for which a Copayment is required, You are required to pay a Copayment for each day of Home Health Services as stated in the Schedule of Benefits.

**13.6.9 HOME INFUSION THERAPY BENEFIT**

As recommended by a physician and subject to any Preauthorization requirements, Home Infusion Therapy services are available for high technology services, including line care, chemotherapy, pain management infusion and antibiotic, antiviral or antifungal therapy. Included within the Home Infusion Therapy benefit are administrative and professional pharmacy services and all necessary supplies and equipment to perform the home infusion. Not included in the Home Infusion Therapy benefit are medical professional services (physician, nursing, etc), enteral formula, and covered Durable Medical Equipment not related to the home infusion therapy some of which may be covered under other provision of this Agreement, and subject to additional Copayments. Specialty Pharmacy Drugs administered through Home Infusion Therapy will be covered under Your Specialty Pharmacy Drug benefit, if applicable, and will be subject to the appropriate Copayment under that benefit. Prescription drugs administered through Home Infusion Therapy may be covered under Your Prescription Drug Benefit, if any, and may be subject to additional Copayments under that benefit.

**13.6.9.1 Copayments for Home Infusion Therapy Benefits**

Subject to any limits on the maximum number of days for which a Copayment is required, You are required to pay a Copayment for each day of Home Infusion Therapy as stated in the Schedule of Benefits.

### **13.6.10**      **HOSPICE SERVICES**

Hospice services consist of Medically Necessary Hospice care, including bereavement counseling, that is recommended by a designated physician, approved in advance by the Medical Director, and provided by a licensed Hospice agency with which Health Plan has arranged for You or Your Covered Dependent's care and Treatment.

#### **13.6.10.1**      **Copayments for Hospice Benefits**

Subject to any limits on the maximum number of days for which a Copayment is required, You are required to pay a Copayment for each day of Hospice Services as stated in the Schedule of Benefits.

### **13.6.11**      **MATERNITY SERVICES**

#### **13.6.11.1**      **Maternity Services**

Maternity services include physician obstetrical care, labor and delivery services, hospital room and board for the mother, and the care of complicated pregnancies in conjunction with the delivery of a child or children by You or Your Covered Dependent.

#### **13.6.11.2**      **Inpatient Maternity Services**

Coverage includes a minimum of forty-eight (48) hours of inpatient care to a mother and her newborn child following an uncomplicated vaginal delivery and ninety-six (96) hours of inpatient care to a mother and her newborn following an uncomplicated delivery by caesarean section, if such inpatient care is determined to be Medically Necessary by a physician or is requested by the mother.

The determination whether a delivery is complicated shall be made by the physician. If the decision is made to discharge a mother or newborn child from inpatient care before the expiration of the above time frames, Health Plan shall provide coverage for timely Postdelivery Care, to be provided by a physician, registered nurse or other appropriate Health Care Professional, and may be provided at the mother's home, a health care provider's office, health care facility or other appropriate location. The mother has the option to have the care provided in the mother's home. The timeliness of the care shall be determined in accordance with recognized medical standards for that care.

#### **13.6.11.3**      **Copayments for Maternity Services**

You are NOT required to pay a Copayment for outpatient visits to a Network Provider for prenatal visits. Prenatal visits are considered to be Well Woman care, and as such are covered as Preventive Care Services, and are not subject to In-Network Copayments. Copayments are required for each day of inpatient services for the mother, and for each day of inpatient services for the newborn, for the amount and days as stated in the Schedule of Benefits.

### **13.6.12**      **FAMILY PLANNING SERVICES**

Family planning and services relating to the diagnosis of infertility shall be provided as Medically Necessary and as prescribed and authorized by a physician. Examples of such services include:

- counseling,
- sex education instruction in accordance with medically acceptable standards,
- diagnostic procedures to determine the cause of infertility, (NOTE: Treatment of infertility is not a Covered Service under this provision),
- vasectomies,
- tubal ligations,  
and
- laparoscopies.



#### **13.6.14 COVERAGE OF PRESCRIPTION DRUGS**

You and Your Covered Dependents shall be eligible to receive prescription drugs on the following basis:

##### **13.6.14.1 Covered Drugs, Pharmaceuticals and Other Medications**

The only covered drugs, pharmaceuticals or other medications (herein collectively referred to as "drug" or "drugs") covered hereunder are those which, under Federal or State law, may be dispensed only pursuant to an order from a licensed Health Professional with appropriate law enforcement agency registrations; which are prescribed by:

- a. a Health Professional, or
- b. in connection with emergency Treatment, a Health Professional in attendance on You or Your Covered Dependent at an emergency facility.

As medically appropriate, the Medical Director may require the substitution of any drug for another drug or form of Treatment which, in the Medical Director's opinion based upon the recommendations of the Pharmacy and Therapeutics Committee or expedited review subcommittee, provides equal or better results for less cost. Special dietary formulas for individuals with phenylketonuria or other heritable diseases are also covered under this prescription drug benefit. Heritable diseases are inherited diseases that may result in mental or physical retardation or death. Phenylketonuria is an inherited condition that may cause severe mental retardation if not treated.

##### **13.6.14.2 Coverage for Off-Label Use of Drugs**

Drugs prescribed to treat You, or Your Covered Dependent's, covered chronic, disabling or life-threatening illness are covered under this prescription drug benefit if the drug has been approved by the Food and Drug Administration for at least one indication and is recognized for treatment of the indication for which the drug is prescribed in either a prescription drug reference compendium or substantially accepted peer reviewed medical literature. Coverage of the drug includes coverage of medically necessary services associated with the administration of the drug, but does not include coverage for experimental drugs not otherwise approved for any indication by the Food and Drug Administration or coverage for a drug that the Food and Drug Administration has determined to be contraindicated for treatment of the current indication.

##### **13.6.14.3 Evidence Based Formulary Development**

Health Plan provides coverage for prescription drugs in accordance with an evidence based formulary developed by Medical Group physicians and pharmacists comprising the Pharmacy and Therapeutics Committee. A formulary is a list of drugs for which Health Plan provides coverage. To select drugs to be covered and placed on the formulary, the Pharmacy and Therapeutics Committee reviews at least quarterly the scientific evidence, economic data, and a wide range of other information about available drugs. Based upon that review, the committee selects the drugs it believes to be the safest and most effective of those drugs which meet the desired goals of providing appropriate therapy at the most reasonable cost. Once such determination is made, the Health Plan may contract with the manufacturer of the drugs for discounts for Members. The committee will not select a drug for the formulary until enough clinical evidence is available to allow the committee to determine the drug's comparable safety and effectiveness. The committee determines which drugs to add or delete, supply and dosage limitations, sequence of use, and all other aspects about the Health Plan formulary. When necessary, a subcommittee may conduct an expedited review of a particular drug and make formulary determinations.

##### **13.6.14.4 Request for Formulary Information**

You or Your Covered Dependent may contact the Health Plan to find out if a specific drug is on the formulary. The Health Plan must respond to Your request about the drug formulary no later than the third business day after the date of the request to disclose whether a specific drug is on the formulary. However, the presence of a drug on a drug formulary does not guarantee that Your Health Professional will prescribe the drug for a particular medical condition or mental illness.



#### **13.6.14.5 Formulary Lists**

Copayments or Coinsurance vary based upon the tier level a particular drug has been placed on by Health Plan. Drugs on the Health Plan formulary, which are preferred generic drugs, require the lowest Copayment or Coinsurance. Drugs on the Health Plan formulary, which are preferred name brand drugs require an increased Copayment or Coinsurance. Drugs, which are not on the preferred generic or preferred brand tiers on the Health Plan formulary, which are alternate choice drugs or other drugs for some medical conditions not treated by drugs on the preferred tiers, may not be covered by the Health Plan or may require the largest Copayment or Coinsurance, depending on the plan of benefits selected. If a particular drug appeared on the Health Plan formulary at the beginning of Your Contract Year, Health Plan shall make such drug available at the contracted benefit level until the end of the Contract Year, regardless of whether the prescribed drug has been removed from the Health Plan's formulary.

For consideration of coverage for a non-formulary drug, one or more of the following criteria must be met:

- 1) the use of the formulary alternative(s) is contraindicated;
- 2) the formulary alternative(s) would cause or has caused adverse effects;
- 3) the use of the formulary alternative(s) would not be as effective as the non-formulary drug.

The prescribing Health Professional must submit a written request for preauthorization or request for an appeal to the Health Plan for consideration of coverage. If the request is denied, You and the Health Professional may appeal the denial (see Section 13.4 UTILIZATION REVIEW REQUIREMENTS, of the Certificate of Coverage).

#### **13.6.14.6 Inpatient Prescription Drugs**

Prescription Drugs, including Specialty Pharmacy Drugs, administered while admitted to a Network Inpatient facility will be covered as part of Your Inpatient benefit, and no additional Deductibles, Copayments, or Coinsurance are required for prescription drugs so administered.

#### **13.6.14.7 Outpatient Specialty Pharmacy Drugs**

Outpatient prescription drugs designated on the drug formulary as Specialty Pharmacy drugs are covered under this Agreement, subject to the Outpatient Specialty Pharmacy Copayments, Coinsurance, and Deductibles indicated in the Schedule of Benefits.

You or Your Covered Dependent may contact Health Plan to obtain a copy of the Specialty Pharmacy Drugs appearing on the drug formulary.

Specialty Pharmacy Drugs may require preauthorization by a Medical Director or be subject to medical coverage requirements.

This Agreement excludes Outpatient Specialty Pharmacy drugs that:

- 1) do not meet the definition of Specialty Pharmacy Drugs, or
- 2) are not dispensed and administered in the office of a Provider's or other Outpatient setting.

#### **13.6.14.8 Outpatient Non-Specialty Pharmacy Drugs Administered in Outpatient Setting**

Outpatient Prescription Drugs which do not meet the definition of Specialty Pharmacy Drugs and which are dispensed and administered to You or Your Covered Dependent in the office of a Provider or in another Outpatient setting, will be covered as a part of Your Medical Services benefit, and no additional Copayments or Coinsurance are required for outpatient prescription drugs so dispensed and administered. Outpatient Prescription Drugs which do not meet the definition of Specialty Pharmacy Drugs and which are dispensed and administered to You or Your Covered Dependent in the office of a Provider or in another Outpatient setting may require preauthorization by a Medical Director.

Outpatient Prescription Drugs which do not meet the definition of Specialty Pharmacy Drugs and which are dispensed by a pharmacy and administered to You or Your Covered Dependent in the office of a Provider, or in another Outpatient setting, require approval of a Medical Director in order to be covered as a part of Your Medical Services benefit. Without the prior approval of a Medical Director, coverage for Outpatient Prescription Drugs which do not meet the definition of Specialty Pharmacy Drugs and are dispensed by a pharmacy and administered by a Provider

subject to the Copayments, Coinsurance, and Deductibles described in this Prescription Drug Benefit.

Outpatient Specialty Pharmacy Drugs will be covered pursuant to the Outpatient Specialty Pharmacy Drugs benefit, regardless of whether or not the Specialty Pharmacy Drug is administered in the office of a Provider or other Outpatient setting.

#### **13.6.14.9 Authorization Requirements**

For certain medications, the Health Plan limits the quantity You or Your Covered Dependent can receive over a certain period to be sure that You are taking a safe amount of a drug. Coverage of certain drugs may also require a previous failure of another medication. Other drugs may be subject to other clinical restrictions. Preauthorization for some drugs may be required.

One-time prescriptions or refillable prescriptions that exceed the authorization requirement amounts in the Prescription Drug Schedule of Benefits will require preauthorization by the ICSW Medical Director.

If coverage for a particular drug or quantity of drug is denied, You and Your Health Professional may appeal the denial (see Section 13.4, UTILIZATION REVIEW REQUIREMENTS, of the Certificate of Coverage).

#### **13.6.14.10 Exclusions**

This Prescription Drug Benefit excludes the following:

- a. drugs which do not require a Health Professional's order for dispensing (sometimes commonly referred to as "over-the-counter" drugs), except insulin or Drugs covered under the Preventive Care Services benefit;
- b. anything which is not specified as covered or not defined as a drug, such as therapeutic devices, appliances, machines including syringes, except disposable syringes for insulin dependent Members, support garments, etc.;
- c. Experimental or Investigational drugs or other drugs which, in the opinion of the Pharmacy and Therapeutics Committee or Medical Director, have not been proven to be effective NOTE: Denials based upon experimental or investigational use are considered Adverse Determinations and are subject to the Appeal of Adverse Determination and Independent Review provisions of Your Health Care Certificate of Coverage,
- d. drugs not approved by the Food and Drug Administration for use in humans or for the condition, dose, route, duration, and frequency being treated;
- e. drugs used for cosmetic purposes;
- f. drugs used for Treatments or medical conditions not covered by this Agreement;
- g. drugs used primarily for the Treatment of infertility;
- h. vitamins not requiring a prescription;
- i. any initial or refill prescription dispensed more than one (1) year after the date of the Health Professional's order;
- j. drugs given or administered to You or a Covered Dependent while at a hospital, skilled nursing facility, or other facility;
- k. biological products; or
- l. initial or refill prescriptions the supply of which would extend past the termination of this Agreement, even if the Health Professional's order was issued prior to termination.or
- m. drugs for the treatment of sexual dysfunction, impotence, or inadequacy

#### **13.6.14.11 Refill Limitations**

Refill prescription will not be covered until either of the following events occurs:

- 1) You or Your Covered Dependent's existing supply of the prescription will be depleted in less than 10 days; or
- 2) You or Your Covered Dependent's existing supply is less than 50% of the refill prescription amount.

These limitations will be calculated based upon the prescription being taken at the prescribed dosage and appropriate intervals.

#### **13.6.14.12 Maintenance Drugs**

In order for a drug to be considered a Maintenance Drug, the drug must appear on Health Plan's maintenance drug list.

#### **13.6.14.13 Copayments, Coinsurance, Deductible**

You must pay the Copayment or Coinsurance per quantity dispensed per prescription stated in the Schedule of Benefits. Any Deductible, Coinsurance and/or Copayments for prescription drugs shall be considered Out-of-Pocket Expenses for purposes of meeting Your Out-of-Pocket Maximum.

#### **13.6.14.14 Oral Anticancer Medications**

Oral anticancer medications are covered under the Outpatient Specialty Drug benefit, and are subject to the lowest cost-sharing amounts applied to Specialty Drugs in the attached Schedule of Benefits.

### **13.6.15 OUTPATIENT RADIOLOGICAL OR DIAGNOSTIC EXAMINATIONS**

Outpatient Radiological and Diagnostic exams shall be covered as Medically Necessary Examples of such services include:

- Angiograms (but not including cardiac angiograms);
- CT scans;
- MRIs;
- Myelography;
- PET scans; and
- stress tests with radioisotope imaging.

#### **13.6.15.1 Copayments/Deductibles for Outpatient Radiological or Diagnostic Examinations**

Subject to the Radiology Daily Copayment Maximum listed in the Schedule of Benefits, You are required to pay the Copayments listed in the Schedule of Benefits for Outpatient Radiological or Diagnostic Examinations contained in this Section. In no event will the total Copayments You are required to pay for Covered Radiological or Diagnostic Examinations performed on the same calendar day exceed the Radiology Daily Copayment Maximum listed in the Schedule of Benefits.

An ultrasound or cardiac angiogram shall not be subject to a Radiological or Diagnostic Examination Copayment, but if performed in conjunction with an office visit or outpatient surgery, You will be responsible for the appropriate office visit or outpatient surgery Copayment as listed in the Schedule of Benefits.

### **13.6.16 BREAST RECONSTRUCTION BENEFITS**

If You or a Covered Dependent has had or will have a mastectomy, coverage for Breast Reconstruction incident to mastectomy shall be provided under the same terms and conditions of this Agreement as for the mastectomy, as deemed medically appropriate by the physician who will perform the surgery. Breast Reconstruction means surgical reconstruction of a breast and nipple areola complex to restore and achieve breast symmetry necessitated by mastectomy surgery. The term includes surgical reconstruction of a breast on which mastectomy surgery has been performed under the terms of this Agreement as well as surgical reconstruction of an unaffected breast to achieve or restore symmetry with such reconstructed breast. The term also includes prostheses and Treatment of physical complications, including lymphedemas, at all stages of mastectomy. Once symmetry has been attained, the term does not include subsequent breast surgery to affect a cosmetic change, such as cosmetic surgery to change the size and shape of the breasts. However, the term shall include Treatment for functional problems, such as functional problems with a breast implant used in the Breast Reconstruction. Symmetry means the breasts are similar, as opposed to identical, in size and shape.

### **13.6.17 MINIMUM INPATIENT STAY FOLLOWING MASTECTOMY**

Health Plan coverage for the Treatment of breast cancer includes coverage of a minimum of forty-eight (48) hours of inpatient care following a mastectomy and twenty-four (24) hours of inpatient care following a lymph node dissection

for the Treatment of breast cancer unless You or Your Covered Dependent, and the attending physician determine that a shorter period of inpatient care is appropriate.

**13.6.18 BENEFITS FOR TREATMENT AND DIAGNOSIS OF CONDITIONS AFFECTING TEMPOROMANDIBULAR JOINT**

Coverage for Medically Necessary diagnostic or surgical Treatment of conditions affecting the temporomandibular joint, including the jaw and craniomandibular joint is available to You or Your Covered Dependent, where the condition is the result of an accident, a trauma, a congenital defect, a developmental defect or a pathology. Dental services are excluded from coverage under this Agreement.

**13.6.19 TREATMENT FOR CRANIOFACIAL ABNORMALITIES**

Coverage for, includes reconstructive surgery for craniofacial abnormalities to improve the function of, or to attempt to create a normal appearance of, an abnormal structure caused by congenital defects, developmental deformities, trauma, tumors, infection or disease. Cosmetic surgery is an excluded service to the extent it is not necessary to improve the function of, or to attempt to create a normal appearance of, an abnormal structure caused by congenital defects, developmental deformities, trauma, tumors, infection or disease. Dental services are excluded from coverage under this Agreement.

**13.6.20 DIABETIC SUPPLIES, EQUIPMENT AND SELF-MANAGEMENT TRAINING**

If You or a Covered Dependent has been diagnosed with insulin dependent diabetes, non-insulin dependent diabetes, or abnormal elevated blood glucose levels induced by pregnancy or another medical condition, as Medically Necessary and prescribed by a physician or health care provider, You or Your Eligible Dependent are eligible for coverage for Diabetic Supplies, Diabetic Equipment, and Diabetic Self-Management Training under this Agreement.

Coverage for Diabetic Supplies, Diabetic Equipment and Diabetic Self-Management Training shall be provided on the same basis as other analogous chronic medical conditions are covered, including, but not limited to the applicable Copayments. Coverage shall also be provided for new or improved Diabetic Supplies or Diabetic Equipment, upon approval of the United States Food and Drug Administration, as Medically Necessary and prescribed by a physician or health care provider.

**13.6.20.1 Coverage of Diabetic Supplies under Prescription Drug Benefits (as appropriate)**

Test strips for blood glucose monitors shall be provided according to the copayment levels described in the Schedule of Benefits. Insulin, syringes, oral agents available with a prescription, and Glucagon Emergency Kits shall be provided according to the terms of the Prescription Drug Benefit, except no annual dollar Maximum Benefit limitation shall apply. If Your Agreement does not include the Prescription Drug Benefit, insulin, syringes, oral agents available with a prescription, and Glucagon Emergency Kits shall be provided according to the following subparagraph.

**13.6.20.2 Copayments/Maximums for Diabetic Equipment and Supplies**

All other Diabetic Equipment and Diabetic Supplies shall be provided according to the terms of this Agreement. Diabetic Supplies shall be covered in quantities as stated above. Health Plan will not cover a renewal of a Diabetic Supply until the percentage stated above has been consumed. You are required to pay Copayments for Diabetic Equipment, Diabetic Supplies, and Diabetic Self-Management Trainings as stated in the Schedule of Benefits.

**13.6.21 TRANSPLANT SERVICES**

Covered transplants, using human tissue or FDA approved artificial devices, that are not considered Experimental or Investigations, subject to Preauthorization requirements, for the Covered Person's condition may include:

- kidney transplants;
- cornea transplants;
- liver transplants;

- bone marrow transplants for aplastic anemia, leukemia, severe combined immunodeficiency disease, and Wiskott-Aldrich syndrome;
- heart;
- heart-lung;
- lung;
- pancreas;
- pancreas-kidney.

Donor/procurement costs for covered transplants for matching, removal, and transportation of the organ are covered if:

- 1) the recipient of the organ is You or Your Covered Dependent, and
- 2) the donor/procurements costs are not covered by the donor's Health Benefit Plan.

If the donor's Health Benefit Plan does not cover donor/procurement costs, such costs will be covered. You are required to pay the same Copayments for transplant services as for other benefits provided under this Agreement.

### **13.6.22 ACQUIRED BRAIN INJURY**

Subject to applicable Copayments, the following services that are medically necessary as a result of an Acquired Brain Injury to You or Your Covered Dependent will be covered:

- Cognitive Rehabilitation Therapy,
- Cognitive Communication Therapy,
- Neurocognitive Therapy,
- Neurocognitive Rehabilitation,
- Neurobehavioral Testing,
- Neurobehavioral Treatment,
- Neurophysiological Testing
- Neurophysiological Treatment,
- Neuropsychological Treatment,
- Neuropsychological Testing,
- Psychophysiological Testing,
- Psychophysiological Treatment,
- Neurofeedback Therapy,
- Remediation required for and related to the Treatment of an Acquired Brain Injury,
- Post-Acute Transition Services; and
- Community Reintegration Services, including Outpatient Day Treatment Services or other Post-Acute Care Treatment Services.

Coverage may be provided for the reasonable expenses of appropriate Post-Acute Care Treatment Services related to periodic reevaluation on an enrollee who has incurred an Acquired Brain Injury, and has been unresponsive to Treatment but later becomes responsive to Treatment. The Medical Director may determine the reasonableness of a reevaluation based upon one or more of the following factors:

1. cost;
2. time passed since the previous evaluation
3. differences in the expertise of the Provider performing the evaluation;
4. changes in technology; and
5. advances in medicine.

#### **13.6.22.1 Copayments for Acquired Brain Injury Services**

Copayments for Covered Services for Treatment of Acquired Brain Injury Services shall be the same as the Copayment for Covered Services similar to the Treatment for the Acquired Brain Injury service.

### **13.6.23 AUTISM SPECTRUM DISORDER SERVICES**

Coverage for generally recognized services prescribed to enrollees diagnosed with Autism Spectrum Disorder, is provided, from the date of diagnosis in accordance to a Treatment plan recommended by the enrollee's Network Physician.

As used in this provision, "generally recognized services" may include services such as:

- 1) evaluation and assessment services;
- 2) Applied Behavior Analysis;
- 3) behavior training and behavior management;
- 4) speech, occupational or physical therapy; or
- 5) medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.

Autism Spectrum Disorder services must be provided by:

- 1) a health care practitioner who is:
  - (a) licensed, certified or registered by an appropriate agency of Texas;
  - (b) a provider whose professional credential is recognized and accepted by an appropriate agency of the United States; or
  - (c) a provider who is certified as a provider under the TRICARE military health system; or
- 2) An individual acting under the supervision of a health care practitioner described under paragraph 1

#### **13.6.23.1 Copayments for Autism Spectrum Disorder Services**

You will pay the same Copayments for the Treatment of Autism Spectrum Disorder that are consistent with any other coverage under the Plan.

### **13.6.24 TELEMEDICINE**

We will not exclude coverage for telemedicine medical service or a telehealth service under the plan because the service is not provided through a face-to-face consultation. You are required to pay Copayments for Telemedicine as required for other medical benefits.

### **13.6.25 AMINO ACID-BASED ELEMENTAL FORMULAS**

As ordered by a physician, Medically Necessary Amino Acid-Based Elemental Formulas may be covered under this Agreement. Health Plan shall provide coverage for these benefits up to the maximum benefit per Year specified in the Schedule of Benefits.

#### **13.6.25.1 Coverage for Amino Acid-Based Elemental Formulas**

Regardless of the formula delivery method, Medically Necessary Amino Acid-Based Elemental Formulas provided under the written order of a treating physician is covered for Treatment or diagnosis of:

- 1) Immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins;
- 2) Severe food protein-induced enterocolitis syndrome;
- 3) Eosinophilic disorders, as evidenced by the results of a biopsy; and
- 4) Impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length and motility of the gastrointestinal tract.

Medically necessary services associated with the administration of the formula are also covered.

#### **13.6.25.2 Copayments and Limitations on Amino Acid-Based Elemental Formulas**

You or Your covered Dependents are required to pay the Copayments as stated in the Schedule of Benefits for Amino Acid-Based Elemental Formulas. Benefits for Amino Acid-Based Elemental Formulas shall be limited to the Year maximum as stated in the Schedule of Benefits.

### **13.6.26 CARDIOVASCULAR DISEASE SCREENING FOR HIGH RISK INDIVIDUALS**

Certain cardiovascular disease screening tests for high-risk individuals may be covered under this Agreement. Health Plan shall provide coverage for these benefits up to the maximum benefit per Year specified in the Schedule of Benefits.

#### **13.6.26.1 Coverage for Cardiovascular Disease Screening**

You or Your Covered Dependent may be eligible for the cardiovascular disease screening test under this provision if You or Your Covered Dependent is a male between the ages of 45 and 76, or a female between the ages of 55 and 76, and is either:

- 1) Diabetic; or
- 2) Has a risk of developing coronary heart disease, based on a score derived using the Framingham Heart Study coronary prediction algorithm that is intermediated or higher.

The screening test for which You or Your Covered Dependent may be eligible is one of the following noninvasive tests for atherosclerosis and abnormal artery structure:

- 1) CT scan measuring coronary artery calcification; or
- 2) Ultrasonography measuring carotid intima-media thickness and plaque.

#### **13.6.26.2 Copayments and Limitations on Cardiovascular Disease Screening**

You or Your Covered Dependents are required to pay the Copayments as stated in the Schedule of Benefits for cardiovascular screening tests. Benefits for cardiovascular screening tests shall be limited to once every 5 years as stated in the Schedule of Benefits.

### **13.6.27 ROUTINE PATIENT CARE COSTS FOR CLINICAL TRIALS**

Subject to the terms of this Agreement and the Exclusions and Limitations Provisions herein, You or Your Covered Dependent may be covered for Routine Patient Care Costs in connection with You or Your Covered Dependent's, participation in a phase I, phase II, phase III, or phase IV clinical trial if the clinical trial is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition and is described in any of the following subparagraphs:

- (A) Federally funded trials. The study or investigation is approved or funded by one or more of the following:
  - 1) the Centers of Disease Control and Prevention of the United State Department of Health and Human Services;
  - 2) the National Institutes of Health;
  - 3) the Agency for Health Care Research and Quality;
  - 4) the Centers for Medicare & Medicaid Services;
  - 5) cooperative group or center of any of the entities described in clauses (i) – (iv) or the Department of Defense or the Department of Veteran Affairs;
  - 6) a qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants;
  - 7) an institutional review board of an institution in this state that has an agreement with the Office for Human Research Protections of the United States Department of Health and Human Services.
  - 8) any of the following, if the study or investigation conducted by such Department has been reviewed and approved through a system of peer review that the Secretary determines to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review:
    - I. the United States Department of Defense;
    - II. the United States Department of Veterans Affairs; or
    - III. the United States Department of Energy.

- (B) The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
- (C) The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

We are not required to reimburse the Research Institution conducting the clinical trial for the Routine Patient Care Cost provided through the Research Institution unless the Research Institution, and each provider providing routine patient care through the Research Institution, agrees to accept reimbursement at the rates that are established under the plan, as payment in full for the routine patient care provided in connection with the clinical trial.

This provision does not provide benefits for services that are a part of the subject matter of the clinical trial and that are customarily paid for by the Research Institution conducting the clinical trial.

#### **13.6.27.1 Copayments and Limitation on Coverage for Routine Patient Care Costs**

We do not provide benefits for routine patient care services provided by Non-Network Providers.

You or Your Covered Dependents are required to pay the Copayments as stated in the Schedule of Benefits for Routine Patient Care Costs.

#### **13.6.27.2 Cancellation or Nonrenewal Prohibited**

We may not cancel or refuse to renew coverage under this Agreement solely because You or Your Covered Dependent participates in a clinical trial.

### **13.6.28 VISION**

#### **13.6.28.1 Annual Eye Exam**

The following coverage is provided for a Covered Person:

An annual eye exam conducted by a licensed ophthalmologist or optometrist. An updated list of Participating Providers for vision services may be found on Health Plan's website, [www.swhp.org](http://www.swhp.org).

#### **13.6.28.2 Pediatric Vision**

Your Covered Dependent Children age 18 and under are entitled to eye exams and prescription eyewear when such eyewear is prescribed by a Network Physician or Network optometrist and is obtained at a Health Plan Network optical dispensary. This benefit consists of:

- one comprehensive eye examination that focuses on eyes and overall wellness every Calendar Year;
- for prescription glasses,
  - glass or plastic single vision, lined bifocal, lined trifocal, or lenticular lenses once every Calendar Year (including fashion and gradient tinting, oversized glass-grey #3 prescription sunglass lenses, polycarbonate prescription lenses with scratch resistant coating, low vision items, ultraviolet protective coating, polycarbonate lenses, blended segment lenses, intermediate vision lenses, standard progressives, premium progressives, photochromic glass lenses, plastic photosensitive lenses, polarized lenses, standard anti-reflective coating, premium AR coating, ultra AR coating, or Hi-index lenses); and
  - frames once every Calendar Year; or
  - contact lenses once every Calendar Year.
- Low Vision Services—after authorization is received, benefits will be provided for one comprehensive low vision – evaluation every 5 years for items such as high-power spectacles, magnifiers, and telescopes; and follow up care. Four visits will be provided in any five year period. Participating providers will obtain the necessary pre-authorization for these services.

The following are not covered: lenses, tints or coatings not listed, supplies, eyewear not requiring a prescription or not prescribed by a Health Plan Network provider, and eyewear obtained at optical dispensaries not designated by Health Plan.



**13.6.28.3 Copayment for Pediatric Vision Benefits**

You are required to pay Copayments for Pediatric Vision Benefits as stated in the Schedule of Benefits.

**13.6.29 DENTAL SERVICES**

Dental services are not provided except for: care or treatment due to accidental injury to sound natural teeth and supporting tissue; or dental care or treatment necessary due to congenital disease or anomaly.

**13.6.30 OVARIAN CANCER SCREENING**

You and Your Covered Dependents are eligible for benefits for an annual medically recognized diagnostic test for the early detection of ovarian cancer, including a CA-125 blood test. This benefit is available to covered members who are female and over the age of 18.

## **14. EXCLUSIONS AND LIMITATIONS**

The Health Care Services under this Agreement shall not include or shall be limited by the following:

### **14.1 Abortions**

Elective abortions, which are not necessary to preserve Your, or Your Covered Dependent's, health are excluded.

### **14.2 Cosmetic or Reconstructive Procedures or Treatments**

Unless otherwise covered under this Agreement, cosmetic or reconstructive procedures or other Treatments which improve or modify a Covered Person's appearance are excluded. Examples of excluded procedures include, but are not limited to, liposuction, abdominoplasty, blepharoplasty, face lifts, osteotomies, correction of malocclusions, rhinoplasties, and mammoplasties. The only exceptions to this exclusion include certain procedures determined as Medically Necessary, subject to Preauthorization requirements, which are required solely because of any of the following: (1) an accidental bodily injury; (2) disease of the breast tissue; (3) a congenital or birth defect which was present upon birth; or (4) surgical Treatment of an illness. As medically appropriate and at the discretion of the Medical Director, any Treatment which would result in a cosmetic benefit may be delayed until such time as You or Your Covered Dependent has completed other alternative, more conservative Treatments recommended by the Medical Director.

### **14.3 Court-Ordered Care**

Health Care Services provided solely because of the order of a court or administrative body, which Health Care Services would otherwise not be covered under this Agreement, are excluded.

### **14.4 Custodial Care**

Custodial Care as follows is excluded:

- Any service, supply, care or Treatment that the Medical Director determines to be incurred for rest, domiciliary, convalescent or Custodial Care;
- Any assistance with activities of daily living which include activities such as walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking drugs; or
- Any Care that can be performed safely and effectively by a person who does not require a license or certification or the presence of a supervisory nurse. Such services will not be Covered Services no matter who provides, prescribes, recommends or performs those services. The fact that certain Covered Services are provided while You or Your Covered Dependent are receiving Custodial Care does not require the Health Plan to cover Custodial Care.

### **14.5 Dental Care**

All dental care is excluded, except for dental surgery due to congenital or accidental injury.

### **14.6 Disaster or Epidemic**

In the event of a major disaster or epidemic, services shall be provided insofar as practical, according to the best judgment of Health Professionals and within the limitations of facilities and personnel available; but neither Health Plan, nor any Health Professional shall have any liability for delay or failure to provide or to arrange for services due to a lack of available facilities or personnel.

### **14.7 Elective Treatment or Elective Surgery**

Elective Treatments or Elective Surgery, and complications of Elective Treatments or Elective Surgery, are excluded.

### **14.8 Experimental or Investigational Treatment**

Any Treatments that are considered to be Experimental or Investigational are excluded, but may be appealed under the Appeal of Adverse Determination provision of this Agreement. This exclusion does not apply to Routine Patient Care Costs for enrollees in clinical trials pursuant to Section 13.6.26 of this Agreement.

**14.9 Family Covered Person (Services Provided by)**

Treatments or services furnished by a Physician or Provider who is related to You, or Your Covered Dependent, by blood or marriage, and who ordinarily dwells in Your household, or any services or supplies for which You would have no legal obligation to pay in the absence of this Agreement or any similar coverage; or for which no charge or a different charge is usually made in the absence of health care coverage, are excluded.

**14.10 Family Planning Treatment**

The reversal of an elective sterilization procedure and male condoms, are excluded.

**14.11 Genetic Testing**

Subject to Preauthorization requirements, genetic tests are excluded unless approved by the FDA, ordered by a physician, and approved by the Medical Director or covered under the Preventive Care Services benefit.

**14.12 Household Equipment**

The purchase or rental of household equipment which has a customary purpose other than medical, such as, but not limited to: exercise cycles, air purifiers, central or unit air conditioners, water purifiers, allergenic pillows, mattresses or waterbeds is excluded.

**14.13 Household Fixtures**

Fixtures, including, but not limited to, the purchase or rental of escalators or elevators, saunas, swimming pools or other household fixtures are excluded.

**14.14 Infertility Diagnosis and Treatment**

Unless covered by a rider, the following infertility services are not covered:

- in vitro fertilization;
- artificial insemination;
- gamete intrafallopian transfer;
- zygote intrafallopian transfer, and similar procedures;
- drugs whose primary purpose is the Treatment of infertility;
- reversal of voluntarily induced sterility;
- surrogate parent services and fertilization;
- donor egg or sperm;
- abortions unless determined to be Medically Necessary or required to preserve the life of the mother.

**14.15 Miscellaneous**

Artificial aids, corrective appliances, (other than those provided as Orthotic Devices), and non-prescribed medical supplies, such as batteries (other than for diabetes equipment and supplies), condoms, dressings, syringes (except for insulin syringes), dentures, eyeglasses and corrective lenses, unless specified in Your Plan, are excluded.

**14.16 Non-Covered Benefits/Services**

Treatments, which are excluded from coverage under this Agreement and complications of such Treatments, are excluded.

**14.17 Non-Payment for Excess Charges**

No payment will be made for any portion of the charge for a service or supply in excess of the Usual and Customary Rate for such service or supply.

**14.18 Personal Comfort Items**

Personal items, comfort items, food products, guest meals, accommodations, telephone charges, travel expenses, private rooms unless Medically Necessary, take home supplies, barber and beauty services, radio, television or videos of procedures, vitamins, minerals, dietary supplements and similar products except to the extent specifically listed as covered under this Agreement, are excluded.

#### **14.19 Physical and Mental Exams**

Physical, psychiatric, psychological, other testing or examinations and reports for the following are excluded:

- obtaining or maintaining employment;
- obtaining or maintaining licenses of any type;
- obtaining or maintaining insurance;
- otherwise relating to insurance purposes and the like;
- educational purposes;
- services for non-medically necessary special education and developmental programs;
- premarital and pre-adoptive purposes by court order;
- relating to any judicial or administrative proceeding; or
- medical research.

#### **14.20 Pregnancy Induced under a Surrogate Parenting Agreement**

Services for conditions of pregnancy for a surrogate parent when the surrogate is a Covered Person are covered, but when compensation is obtained for the surrogacy, Health Plan shall have a lien on such compensation to recover Our medical expense. A surrogate parent is a woman who agrees to become pregnant with the intent of surrendering custody of the child to another person.

#### **14.21 Prescription Drugs**

Over-the-counter drugs are not covered, excepts as covered under the Preventive Care Services benefit. Unless covered by a Prescription Drug Benefit Benefit, coverage for drugs is limited to:

- those pharmaceutical products prescribed or ordered by a Network or Non-Network Physician or Network or Non-Network Provider, utilized by the Covered Person while in the hospital, approved by the Food and Drug Administration (FDA) to sell for the use in humans, and used for the purpose approved by the FDA.
- Specialty Pharmacy Drugs as provided in the Outpatient Specialty Pharmacy Drugs provision of this Agreement.
- Non-Specialty Pharmacy Drugs that are dispensed and administered in the office of a Network or Non-Network Provider, or other Outpatient setting, pursuant to the Coverage of Prescription Drugs provision of this Agreement.
- Non-Specialty Pharmacy Drugs that are dispensed at a pharmacy and administered in the office of a Network or Non-Network Provider, or other Outpatient Setting, with prior approval of a Medical Director pursuant to the Coverage of Prescription Drugs provision of this Agreement.

#### **14.22 Refractive Keratotomy**

Radial Keratotomy and other refractive eye surgery is excluded.

#### **14.23 Reimbursement**

Health Plan shall not pay any provider or reimburse Covered Person for any Health Care Service for which Covered Person would have no obligation to pay in the absence of coverage under this Agreement.

#### **14.24 Routine Foot Care**

Services for routine foot care, including, but not limited to, trimming of corns, calluses and nails, except those services related to systemic conditions including diabetes, circulatory disorders of the lower extremities, peripheral vascular disease, peripheral neuropathy, or chronic arterial or venous insufficiency, are excluded.

#### **14.25 Speech and Hearing Loss**

Unless covered by a rider, services for the loss or impairment of speech or hearing are limited to those rehabilitative services described in the Rehabilitative Therapy provision.

#### **14.26 Storage of Bodily Fluids and Body Parts**

Long term storage (longer than 6 months) of blood and blood products is excluded. Storage of semen, ova, bone

marrow, stem cells, DNA, or any other bodily fluid or body part is excluded unless approved by Medical Director.

**14.27 Transplants**

Organ and bone marrow transplants and associated donor/procurement costs for You or Your Covered Dependent are excluded except to the extent specifically listed as covered in this Agreement.

**14.28 Treatment Received in State or Federal Facilities or Institutions**

No payment will be made for services, except Emergency Care, received in Federal facilities or for any items or services provided in any institutions operated by any state, government or agency when Covered Person has no legal obligation to pay for such items or services; except, however, payment will be made to the extent required by law provided such care is approved in advance by a physician or provider and Medical Director.

**14.29 Vision Corrective Surgery, including Laser Application**

Traditional or laser surgery for the purposes of correcting visual acuity is excluded.

**14.30 War, Insurrection or Riot**

Treatment for Injuries or sickness as a result of war, participation in a riot, civil insurrection, or act of terrorism are excluded.

**14.31 Weight Reduction**

Weight reduction programs, food supplements, services, supplies, surgeries including but not limited to Gastric Bypass, gastric stapling, Vertical Banding, or gym memberships, even if the participant has medical conditions that might be helped by weight loss; or even prescribed by a physician are not covered

## SERVICE AREA

Austin  
Bell  
Blanco  
Bosque  
Brazos  
Burleson  
Burnet  
Caldwell  
Coke  
Coleman  
Collin  
Concho  
Coryell  
Crockett  
Dallas  
Denton  
Ellis  
Erath  
Falls  
Fayette  
Freestone  
Grimes  
Hamilton  
Hill  
Hood  
Irion  
Johnson  
Kimble

Lampasas  
Lee  
Leon  
Limestone  
Llano  
Madison  
Mason  
McCulloch  
McLennan  
Menard  
Milam  
Mills  
Reagan  
Robertson  
Rockwall  
Runnels  
San Saba  
Schleicher  
Somervell  
Sterling  
Sutton  
Tarrant  
Tom Green  
Travis  
Waller  
Washington  
Williamson

**SCHEDULE OF BENEFITS**  
**YEAR: January 1, 2017**

Benefit	Network Provider Covered Person Responsibility	Non-Network Provider Covered Person Responsibility
<p><b>Calendar Year Deductible</b>  Applies to Out-of-Pocket Maximum</p> <p>The Calendar Year Deductible will be indexed annually based on applicable Federal guidelines.</p>	<p><b>Individual/Family</b>  \$2,000/\$6,000</p>	<p><b>Individual/Family</b>  \$4,000/\$8,000</p>
<p><b>Family Deductible is cumulative</b></p> <p>The Deductible applies to Out-of-Pocket Maximum</p> <p>Any individual Covered Person can receive benefits after that Covered Person has satisfied his or her Calendar Year Deductible. The entire Family Deductible must be satisfied before benefits are payable for an individual Covered Person.</p>	<p>Payments for Network services will only apply toward Network Deductible</p>	<p>Payments for Non-Network services will apply toward Network and Non-Network Deductible</p>
<p><b><u>Out-of-Pocket Maximum (Year)</u></b>  <b>No carryover will be allowed.</b>  The maximum amount of Out-of-Pocket Expenses to be incurred by you and Your Covered Dependents.</p>	<p>\$7,150/\$14,300</p> <p>Once the Out-of-Pocket Maximum above is reached, then Covered Services will be covered at 100%.</p> <p>The Out of Pocket Maximum will be indexed annually based on applicable Federal guidelines.</p>	<p>\$21,450/\$0-75,000 family</p> <p>Once the Out-of-Pocket Maximum shown above is reached, Covered Services will be covered at 100%.</p>
<p><b><u>Medical Services that are not Preventive Care Services</u></b>  Copayment for each outpatient visit to or by a Primary Care Physician.</p>	<p>\$40 copay</p>	<p>50% after deductible</p>
<p>Copayment for each outpatient visit to or by a Network Provider other than a Primary Care Physician.</p>	<p>\$75 copay</p>	<p>50% after deductible</p>
<p>Copayment per vial of serum for allergy Treatments.</p>	<p>\$40 copay</p>	<p>50% after deductible</p>
<p>Copayment for outpatient surgery performed in a hospital without admission.</p>	<p>30% after deductible</p>	<p>50% after deductible</p>
<p>Copayment for Outpatient Diagnostic Procedures.</p>	<p>30% after deductible</p>	<p>50% after deductible</p>
<p>Copayment for other Outpatient Services.</p>	<p>30% after deductible</p>	<p>50% after deductible</p>
<p><b><u>Preventive Care Services</u></b></p>	<p>No Charge</p>	<p>50% after deductible</p>

<b>Benefit</b>	<b>Network Provider Covered Person Responsibility</b>	<b>Non-Network Provider Covered Person Responsibility</b>
<b><u>Hospital Services</u></b> Copayment for each day of inpatient services.	\$250 per stay + 30% after deductible	0-50% after Deductible
Maximum number of days per admission for which dollar Copayment is due.	Unlimited days	Unlimited days
Copayment for other Inpatient Services	30% after deductible	50% after deductible
<b><u>Skilled Nursing Facility</u></b> Maximum number of Skilled Nursing Facility days per Year covered by Health Plan	25 visit(s) per year	25 visit(s) per year
<b><u>Emergency Care Services</u></b> Copayment for each episode of Emergency Care. Copayment waived if episode results in hospitalization for the same condition within 24 hours.	\$500 + 30% after deductible	\$500 + 30% after deductible
Copayment for Diagnostic Procedures in conjunction with Emergency Care Services.	30% after deductible	30% after deductible
<b><u>Urgent Care Services</u></b> Copayment for Treatment received at an Urgent Care Facility.	\$75 copay	\$75 copay
Copayment for Diagnostic Procedures in conjunction with Urgent Care Services.	30% after deductible	30% after deductible
<b><u>Emergency Transportation Services</u></b> Copayment for Emergency Transportation Services.	30% after deductible	30% after deductible
<b><u>Emergency Medical Services</u></b> Copayment for emergency medical services provided by ambulance personnel for which transport is unnecessary or is declined by Member.	30% after deductible	30% after deductible
<b><u>Outpatient Mental Health Care</u></b> Copayment for each outpatient mental health care visit to or by a Health Professional.	\$40 copay	50% after deductible
<b><u>Inpatient Mental Health Care</u></b> Copayment for each day of inpatient services, Psychiatric Day Treatment Facility services, and alternative mental health Treatment benefits.	\$250 per stay + 30% after deductible	50% after deductible
Maximum number of days per admission for which dollar Copayment is due.	Unlimited days	Unlimited days
Copayments for other Inpatient Services	30% after deductible	50% after deductible
<b><u>Serious Mental Illness</u></b> Copayment for each day of inpatient services for Serious Mental Illness	\$250 per stay + 30% after deductible	50% after deductible



<b>Benefit</b>	<b>Network Provider Covered Person Responsibility</b>	<b>Non-Network Provider Covered Person Responsibility</b>
benefits.		
<u>Maximum number of days per admission for which dollar Copayment is due</u>	Unlimited days	Unlimited days
Copayment for each outpatient mental health care visit to or by a Health Professional.	\$40 copay	50% after deductible
<b><u>Treatment For Chemical Dependency</u></b> Copayment for each outpatient chemical dependency visit to or by a Network Provider other than a Primary Care Physician.	\$75 copay	50% after deductible
Copayment for each day of inpatient chemical dependency services.	\$250 per stay + 30% after deductible	50% after deductible
Maximum number of days per inpatient chemical dependency admission for which Copayment is due.	Unlimited days	Unlimited days
<b><u>Rehabilitative and Habilitative Therapy</u></b> Copayment for each outpatient therapy visit to or by a Network Provider other than a Primary Care Physician.	\$75 copay	50% after deductible
<b><u>Rehabilitative and Habilitative Therapy Limits</u></b> Maximum number of Rehabilitative and Habilitative Therapy visits per Year covered by Health Plan	35 visit(s) per year	35 visit(s) per year
<b><u>Manipulative Therapy</u></b> Copayment for each outpatient therapy visit to or by a Participating Provider other than a Primary Care Physician. <b>Limit of 35 visits per year.</b>	\$75 copay	50% after deductible

<b>Benefit</b>	<b>Network Provider Covered Person Responsibility</b>	<b>Non-Network Provider Covered Person Responsibility</b>
<b><u>Home Health Services</u></b> Copayment for each home health visit to or by a Network Provider other than a Primary Care Physician.	30% after deductible	50% after deductible
<b><u>Home Health Services</u></b> Maximum number of Home Health Services visits per Year covered by Health Plan	60 visit(s) per year	60 visit(s) per year
<b><u>Home Infusion Therapy Benefit</u></b> Copayment for each day of home infusion therapy (NOTE: Specialty Pharmacy Drugs administered through home infusion will be subject to the applicable Specialty Pharmacy Drug copayment)	30% after deductible	50% after deductible
Maximum number of days of Home Infusion Therapy services for which Copayment is due.	60 visit(s) per year	60 visit(s) per year
<b><u>Hospice Services</u></b> Copayment for each day of Hospice services.	30% after deductible	50% after deductible
Maximum number of days per Hospice admission for which Copayment is due.	Unlimited Days	Unlimited Days
<b><u>Maternity Services</u></b> Copayment for each outpatient visit to or by a Network Provider other than a Primary Care Physician.	\$75 copay	50% after deductible
Copayment for Diagnostic Procedures in conjunction with Maternity Services.	30% after deductible	50% after deductible
Copayment for each day of inpatient services.	\$250 per stay + 30% after deductible	50% after deductible
Maximum number of days per admission for which a Copayment is due.	Unlimited days	Unlimited days
<b><u>Family Planning Services</u></b> Copayment for each outpatient visit to or by a Network Provider other than a Primary Care Physician.	\$75 copay	50% after deductible
Copayment for Outpatient Diagnostic Procedures in conjunction with Family Planning Services.	30% after deductible	50% after deductible
Copayment for each day of inpatient services.	\$250 per stay + 30% after deductible	50% after deductible
Maximum number of days per admission for which a Copayment is due.	Unlimited days	Unlimited days

<b>Benefit</b>	<b>Network Provider Covered Person Responsibility</b>	<b>Non-Network Provider Covered Person Responsibility</b>
<b><u>Durable Medical Equipment/Orthotics/Prosthetic Devices</u></b> Copayment for Durable Medical Equipment, Orthotics and Prosthetic Devices and all other related covered services.	30% after deductible	50% after deductible
Copayment for Durable Medical Equipment.	30% after deductible	50% after deductible
Copayment for Orthotic Devices and Prosthetic Devices.	30% after deductible	50% after deductible
Copayment for each outpatient visit to or by a Network Provider other than a Primary Care Physician.	\$75 copay	50% after deductible
Hearing Aid	30% after deductible	50% after deductible
<b><u>Outpatient Radiological or Diagnostic Examinations</u></b> Member is required to pay a Copayment for Outpatient radiological/Diagnostic examinations described below.		
Angiograms, CT scans, MRIs, Myelography, PET scans, stress tests with radioisotope imaging.	\$250 copay	50% after deductible
Radiology Daily Copayment Maximum	N/A	N/A
<b><u>Breast Reconstruction Benefits</u></b> Copayment for Breast Reconstruction benefits.	30% after deductible	50% after deductible
<b><u>Inpatient Stay following Mastectomy</u></b>	Same as for other inpatient healthcare services	Same as for other inpatient healthcare services
<b><u>Treatment and Diagnoses of Conditions affecting Temporomandibular Joint</u></b>	Same as for other benefits	Same as for other benefits
<b><u>Treatment for Craniofacial Abnormalities of a Child</u></b>	Same as for other benefits	Same as for other benefits

<b>Benefit</b>	<b>Network Provider Covered Person Responsibility</b>	<b>Non-Network Provider Covered Person Responsibility</b>
<b><u>Diabetic Supplies, Equipment, and Self-Management Training</u></b> Copayment for Preferred Level test strips for blood glucose monitors	30% after deductible	50% after deductible
Copayment for Non-Preferred Level test strips for blood glucose monitors	30% after deductible	50% after deductible
Copayment for Diabetic Equipment and Diabetic Supplies	30% after deductible	50% after deductible
Copayment for Diabetes Self-Management Training.	\$75 copay	50% after deductible
<b><u>Transplant Services</u></b>	30% after deductible	50% after deductible
<b><u>Acquired Brain Injury</u></b>	Same as for other similar benefits	Same as for other similar benefits
<b><u>Autism Spectrum Disorder</u></b> (Copayment for each visit to or by a Health Professional for generally recognized service prescribed by enrollee's Primary Care Provider.	Same as for other similar benefits	Same as for other similar benefits
<b><u>Telemedicine</u></b>	Not covered	Not covered
<b><u>Amino Acid-Based Elemental Formulas</u></b> Copayment for Amino Acid-Based Elemental Formulas  Note: Coverage for Amino Acid-Based Elemental Formulas are available only on the orders of a physician.	30% after deductible	50% after deductible
<b><u>Cardiovascular Disease Screening Test</u></b> Copayment for CT scan measuring coronary artery calcification (once every 5 years)	Same as for other CT scans after Deductible	Same as for other CT scans after Deductible
Copayment for Ultrasonography measuring carotid intima-media thickness and plaque	Same as for other Ultrasounds	Same as for Ultrasounds after Deductible

<b>Benefit</b>	<b>Network Provider Covered Person Responsibility</b>	<b>Non-Network Provider Covered Person Responsibility</b>
<b><u>Routine Patient Care Costs for Clinical Trials</u></b> Copayments for Routine Patient Care Costs by Enrollee in Clinical Trial	Same as for other benefits	Same as for other benefits
<b><u>Vision</u></b> (All Ages)	\$75 copay  Maximum of one eye examination per Year.	50% after deductible  Maximum of one eye examination per Year.
<b><u>Pediatric Vision</u></b> (Ages 0-18)	\$75 copay	50% after deductible
Copayment for single vision eyewear.  Subject to a maximum of one pair of glasses per Calendar Year	\$75 copay	50% after deductible
Copayment for bifocals or trifocals. Subject to a maximum of one pair of glasses per Calendar Year	\$75 copay	50% after deductible
Copayment for contact lenses.	\$75 copay	50% after deductible

<p><b>Prescription Drug Program</b>  Copayments/Coinsurance do not apply to Medical Deductible. Prescription Copayments, Coinsurance, and Deductibles apply to the Out of Pocket Maximums</p> <p>Tier 1 and Tier 2 In Network Providers are subject to different Copayments, Coinsurance, and/or Deductibles. For a list of Tier 1 and Tier 2 pharmacies, please visit our website at <a href="http://www.swhp.org">www.swhp.org</a></p>			
	<b>In Network Tier 1</b>	<b>In Network Tier 2</b>	<b>Non- Network</b>
Preferred Generic drugs	\$5 copay	N/A	50% after deductible
Preferred Brand drugs	\$50 copay	N/A	50% after deductible
Non-preferred generic drugs and non-preferred Brand drugs all other Drugs	\$100 copay	N/A	50% after deductible
Preferred Specialty Drugs	\$150 copay	N/A	50% after deductible
Maintenance Prescriptions: 90 day supply maximum	All Copayments will be 2 times the applicable amount indicated above	N/A	N/A
Mail Order Prescriptions: 90 day supply maximum	All Copayments will be 2 times the applicable amount indicated above	N/A	N/A
<u>Prescription Deductible</u> You are required to pay a Deductible for out-of-pocket expenses prior to receiving coverage for covered prescription drugs.	None	N/A	None

\* Non-Network services will be reimbursed based upon the Usual and Customary Rate established by ICSW. Failure to obtain preauthorization for Out-of-Network services will result in benefits being reduced by the lesser of \$500 or fifty (50) percent for the Covered Service. Failure to obtain preauthorization for In-Network services, other than Emergency Care, will result in denial of benefits.



