



Scott & White  
**HEALTH PLAN**  
*part of Baylor Scott & White Health*

# INDIVIDUAL HEALTH CARE EVIDENCE OF COVERAGE

THIS HEALTH CARE EVIDENCE OF COVERAGE IS NOT A POLICY OF WORKER'S  
COMPENSATION INSURANCE

THIS EVIDENCE OF COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

This Consumer Choice of Benefits Health Insurance Plan, either in whole or in part, does not provide state-mandated health benefits normally required in accident and sickness insurance policies in Texas. This standard health benefit plan may provide a more affordable health insurance policy for you although, at the same time, it may provide you with fewer health benefits than those normally included as state-mandated health benefits in Texas. Please consult with your insurance agent to discover which state-mandated benefits are excluded in this policy.

**Corporate Office**  
1206 West Campus Drive  
Temple, TX 76502  
(254) 298-3000  
(800) 321-7947

## CERTIFICATE OF COVERAGE

In consideration of the completed and accepted Enrollment Application and timely payment of the Required Payments, Scott and White Health Plan 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 Agreement to provide those Health Care Services specified in this Agreement and subject to the terms stated herein, You 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. Notice of Ten Day Right to Examine Agreement: Within ten days after its delivery, this Agreement may be surrendered for any reason by delivering or mailing it to Scott and White Health Plan. Upon surrender, this Agreement shall be deemed void from the beginning, and Health Plan will return any payment paid, less the value of any services or benefits under this Agreement received by Member.
2. The coverage provided under this Agreement is health maintenance organization (HMO) coverage and not indemnity insurance. As an HMO, the Health Plan contracts with only certain providers; therefore, with certain exceptions as explained herein, You and Your Covered Dependents are required to use those providers in order to receive the coverage described. Those providers shall determine the methods used and the form of Treatment to be provided. The Health Plan does not intend that all alternative forms and methods of Treatment will be eligible for coverage. If You or Your Covered Dependents elect to receive Treatment from a non-Health Plan provider, or receive a form of Treatment not authorized by the Health Plan, You may be required to pay for the services provided out of your own pocket.
3. Scott and White 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. This agreement shall continue in effect for one (1) month from the effective date and from month to month thereafter until terminated in accordance with the terms of this Health Care Agreement.

In witness whereof Scott and White Health Plan has caused this health care Agreement to be executed as of the Effective Date.

Jeffrey Ingram

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President and Chief Executive Officer  
Scott and White Health Plan  
1206 West Campus Drive  
Temple, Texas 76502

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

**(800) 321-7947**

You may also write to Scott and White Health Plan at:

**1206 West Campus Drive  
Temple, TX 76502**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, 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 Scott and White Health Plan's para obtener información o para presentar una queja al:

**(800) 321-7947**

Usted también puede escribir la Scott and White Health Plan:

**1206 West Campus Drive  
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 el compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU POLIZA:** Este aviso es solo para propósito información y no se convierte en parte o en condición del documento adjunto.

## TABLE OF CONTENTS

### HEALTH CARE EVIDENCE OF COVERAGE

<b>CERTIFICATE OF COVERAGE</b> .....	1
<b>IMPORTANT NOTICE</b> .....	2
<b>1. DEFINITIONS</b> .....	6
<b>2. ELIGIBILITY PROVISION</b> .....	15
2.1 Classes of Individuals Eligible for Coverage .....	15
2.2 General Eligibility Provision .....	15
2.3 Enrollment and Effective Dates of Coverage .....	15
2.4 Additional Requirements .....	16
<b>3. PROVIDERS OTHER THAN HEALTH PLAN PROVIDERS</b> .....	17
3.1 Health Plan not Liable for Expenses of Providers other than Health Plan Providers.....	17
3.2 Contract Status of Providers .....	17
<b>4. TERMINATION OF COVERAGE</b> .....	17
<b>5. REQUIRED PAYMENTS</b> .....	18
5.1 Premiums.....	19
5.2 Copayment and Deductibles.....	19
5.3 Subrogation Payments.....	19
5.4 Grace Period and Cancellation of Coverage .....	19
5.5 Reinstatement Provision.....	20
<b>6. HEALTH CARE SERVICES</b> .....	21
6.1 Health Care Services Within the Service Area .....	21
6.2 Health Care Services Outside of the Service Area .....	21
6.3 Limitations and Exclusions .....	21
6.4 Nature of Coverage Provided and Health Plan’s Right to Contract .....	21
6.5 Refusal to Accept Treatment .....	22
6.6 Coordination of Health Care Services .....	22
6.7 Continuity of Treatment .....	22
6.8 Health Care Services Not Available from Contracting Providers .....	23
<b>7. CLAIM PROCEDURE</b> .....	24
7.1 Necessity of Filing Claims.....	24
7.2 Effect of Failure to File Claim Within 60 Days.....	24
7.3 Acknowledgement of Claims .....	24
7.4 Acceptance or Rejection of Claim .....	24
7.5 Payment of Claims .....	24
7.6 Payment to Physician or Provider.....	24
7.7 Limitations on Actions .....	25

<b>8. EFFECT OF MEDICARE, SUBROGATION AND COORDINATION OF BENEFITS</b> .....	26
8.1 Effect of Medicare .....	26
8.2 Subrogation/Lien/Assignment/Reimbursement.....	26
8.3 Coordination of this Plan’s Benefits with Other Benefits .....	29
8.4 Facility Of Payment .....	34
8.5 Right Of Recovery .....	34
<b>9. RECORDS</b> .....	35
9.1 Records Maintained by Health Plan .....	35
9.2 Necessity of Requested Information .....	35
9.3 Notification of Changes in Status.....	35
<b>10. COMPLAINT AND APPEAL PROCEDURES; UTILIZATION REVIEW</b> .....	36
10.1 Purpose .....	36
10.2 Complaints .....	36
10.3 Appeal of Complaints.....	36
10.4 Utilization Review .....	37
10.5 Health Care Services that are not Medically Necessary .....	39
10.6 Independent Review of Adverse Determinations.....	40
<b>11. MISCELLANEOUS</b> .....	41
11.1 Confidentiality .....	41
11.2 Independent Agents .....	41
11.3 Changes in Coverage.....	41
11.4 Entire Agreement.....	41
11.5 Severability .....	42
11.6 Modification of Terms .....	42
11.7 Not a Waiver .....	42
11.8 Venue.....	42
11.9 Recovery .....	42
11.10 Notice.....	42
11.11 Incontestability .....	42
11.12 Proof of Coverage .....	43
11.13 Identification Card .....	43
11.14 Conformity with State Law .....	43
11.15 Office of Foreign Assets Control (OFAC) Notice.....	43
11.16 Cost Share Variance .....	43
<b>12. DESCRIPTION OF BENEFITS</b> .....	44
12. What is Covered .....	44
12.1 Copayment and Deductibles .....	44
12.2 Out of Pockt Maximum .....	44
12.3 Benefit Limitations and Preauthorization Requirements.....	44
12.4 Case Guidance Program .....	45
12.5 Benefits .....	45
12.5.1 Essential Health Benefits and Basic Health Care Services .....	45
12.5.2 Medical Services.....	46
12.5.3 Preventive Care Services .....	47
12.5.4 Hospital Services .....	52
12.5.5 Emergency Care Services .....	52
12.5.6 Mental Health Care .....	53
12.5.7 Rehabilitative and Habilitative Therapy .....	54
12.5.8 Home Health Services .....	55

12.5.9	Home Infusion Therapy Benefit .....	55
12.5.10	Hospice .....	55
12.5.11	Maternity Services .....	55
12.5.12	Family Planning Services .....	56
12.5.13	Durable Medical Equipment/Orthotics/Prosthetic Devices .....	56
12.5.14	Coverage of Prescription Drugs .....	57
12.5.15	Outpatient Radiological or Diagnostic Examinations .....	61
12.5.16	Breast Reconstruction Benefits .....	61
12.5.17	Minimum Inpatient Stay Following Mastectomy or Related Procedure .....	61
12.5.18	Treatment for Craniofacial Abnormalities .....	62
12.5.19	Diabetic Supplies, Equipment, and Self-Management Training .....	62
12.5.20	Transplant Services .....	62
12.5.21	Acquired Brain Injury .....	63
12.5.22	Autism Spectrum Disorder Services .....	63
12.5.23	Telemedicine .....	64
12.5.24	Amino Acid-Based Elemental Formulas .....	64
12.5.25	Cardiovascular Disease Screening for High Risk Individuals .....	64
12.5.26	Routine Patient Care Costs for Clinical Trials .....	64
12.5.27	Pediatric Vision Services .....	66
12.5.28	Out-of-Network Referrals .....	66
12.5.29	Dental Services .....	66
12.5.30	Ovarian Cancer Screening Tests .....	67
<b>13.</b>	<b>EXCLUSIONS AND LIMITATIONS .....</b>	<b>68</b>

## 1. DEFINITIONS

The following terms shall have the meaning stated. The various attachments to this Evidence 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, or as Experimental or Investigational, as defined in this Evidence of Coverage.

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

**1.4 “Agreement”** means this Scott and White Health Plan evidence of coverage and all attachments and riders herein.

**1.5 “Allowed Amount”** means the amount upon which we will calculate benefits for services provided by non-Participating Providers, in those instances in which Covered Services are provided by Participating Providers. The Allowed Amount is based upon a percentage of the amount that would be paid under Medicare for a given service. The Allowed Amount schedule is available on the swhp.org website.

**1.6 “Allowed Expense”** means a necessary reasonable and customary item of expense for health care; when the item of expense is covered at least in part by Medicare.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient’s stay in a private room is medically necessary either in terms of generally accepted medical practices, or a specifically defined by Health Plan.

When benefits are reduced under Medicare because an insured person does not comply with Medicare’s provisions, the amount of such reduction will be considered an Allowable Expense. Examples of such provisions are those related to second surgical opinion or precertification of admission or services.

**1.7 “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 compose 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.

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

**1.9 “Calendar Year”** means the twelve month period from January 1 through December 31.

**1.10 “Claim Determination Period”** means a calendar year. However, it does not include any part of a year during which an insured person has no coverage with Health Plan, or any part of the year before the date this provision takes effect.

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

**1.12 “Cognitive Rehabilitation Therapy”** means services designed to address therapeutic cognitive activities, based on an assessment and understanding, reading, writing, and verbal expression of information.

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

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

**1.15 “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.

**1.16 “Contract Date”** means the date on which coverage for Your Health Plan commences.

**1.17 “Copayment”** means the dollar amount of the percentage of the cost of Health Care Services, if any, shown in the Schedule of Benefits payable by the Member to a Participating Hospital, Participating Physician, or Participating Provider, when Health Care Services are obtained from that Participating Hospital, Participating Physician, or Participating Provider.

**1.18 “Covered Dependent”** means a member of Your family who meets the eligibility provisions of this Agreement, whom you have listed on the Enrollment Application, and for whom the Required Payments have been made.

**1.19 “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 hospital, or rest home or similar institution.

**1.20 “Deductible”** means the dollar amount, if any, shown in the Schedule of Benefits payable by the Member for Health Care Services before benefits under this Agreement will be payable.

**1.21 “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.

**1.22 “Diabetic Self-Management Training”** means any of the following training or instruction provided by a Participating Physician or Participating Provider 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 Member’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 treatment for diabetes.

**1.23 “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.

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

- 1) can withstand repeated use;
- 2) is primarily and customarily used to service 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.

**1.25 “Effective Date”** means the date the coverage for You or Your Covered Depended actually begins. It may be difference from the Contract Date.

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

- 1) Your legal spouse,
- 2) Your Son or Daughter who is:
  - a. An applicant for coverage during the Open Enrollment Period; and
  - b. Under the Age of Ineligibility; or
    - i. if the Age of Ineligibility of 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 is:
  - a. An applicant for coverage during the Open Enrollment Period;
  - b. A dependent of the Insured for federal tax purposes at the time of application of coverage for the grandchild is made;
  - c. Unmarried; and
  - d. Under the Age of Ineligibility; or
    - i. if the Age of Ineligibility of older
      1. incapable of self-sustaining employment by reason of physical disability or mental incapacity; and
      2. chiefly dependent upon Your 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.

**1.27 “Emergency Care”** means Health Care Services in a hospital emergency facility, freestanding emergency medical care 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;
- 5) in the case of a pregnant woman, serious jeopardy to the health of the fetus; or
- 6) in the case of a woman having contractions, there is inadequate time to effect a safe transfer to another hospital before delivery, or if transfer may pose a threat to the health or safety of the woman or the unborn child.

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

**1.29 “Experimental” or “Investigational”** means, in the opinion of the Medical Director, Treatment that has not been proven successful in improving the health of patients, in making such determinations, the Medical Director will rely on:

- 1) Well-designed and well conducted investigations published in recognized peer reviewed medical literature, such as the New England Journal of Medicine or the Journal of Clinical Oncology, when such papers report conclusive findings of controlled or randomized trials. The Medical Director shall consider the quality of the body of studies and the consistency of the results in evaluating the evidence;
- 2) Communications about the Treatment that have been provided to patients as part of an informed consent;
- 3) Communications about the procedure or Treatment that have been provided from the physician undertaking a study of the Treatment to the institution or government sponsoring the study;
- 4) Documents or records from the institutional review board of the hospital or institution undertaking a study of the Treatment;
- 5) Regulations and other communication and publications issued by the Food and Drug Administration and the Department of Health and Human Services; and
- 6) The Member’s medical records.

As used above “peer reviewed medical literature” means one or more U.S. scientific publications which require that manuscripts be submitted to acknowledged experts inside or outside the editorial office for the considered opinions or recommendations regarding publication of the manuscript. In addition, in order to qualify as peer reviewed medical literature, the manuscript must actually have been reviewed by acknowledged experts before publication.

Treatments referred to as “experimental”, “experimental trial”, “investigational”, “investigational trial”, “trial”, “study”, “controlled study”, “controlled trial”, and any of term of similar meaning shall be considered to be Experimental or Investigational.

**1.30 “Health Care Services”** means those Medically Necessary services which are included in the Description of Benefits and any amendments or riders thereto, and which are performed, prescribed or authorized by a Participating Physician, Participating Provider, Participating Hospital, or a Referral Physician.

**1.31 “Health Plan”** means Scott and White Health Plan.

**1.32 “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 or Referral Physicians 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 or Chiropractic, a Doctor or 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 Counselor and Family Therapist, and other practitioners of the healing arts as specified in the Texas Insurance Code.

**1.33 “Independent Review Organization”** means an organization selected as provided under Chapter 4202 of the Texas Insurance Code.

**1.34 “Individual Treatment Plan”** means a Treatment plan prepared or approved by the Member’s Primary Care Physician with specified attainable goals and objectives appropriate to both the Members and the Treatment modality of the program.

**1.35 “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.

**1.36 “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.

**1.37 “Medically Necessary”** means those Health Care Services which, in the opinion of the Member’s Primary Care Physician or Referral Physician, 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 Member; and
- 2) consistent with the symptoms or diagnosis and Treatment of the Member’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 Member, Member’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 Member.

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

**1.39 “Member”** means You or Your Covered Dependent.

**1.40 “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 interview of a Member, a Member’s family, or others.

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

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

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

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

**1.45 “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.

**1.46 “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.

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

**1.48 “Neurophysiological Testing”** means evaluation of the functions of the nervous system.

**1.49 “Neurophysiological Treatment”** means interventions that focus on the functions of the nervous system.

- 1.50 “Open Enrollment Period”** means the period established for enrollment in the Texas Federally Facilitated Exchange during which any individual may apply for coverage under a qualified health plan.
- 1.51 “Orthotic Device”** means a custom-fitted or custom-fabricated medical device that is applied to part of the human body to correct a deformity, improve function, or relieve symptoms of a disease.
- 1.52 “Out-of-Pocket Expenses”** means the portion of Covered Services for which a Member is required to pay at the time services or 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.
- 1.53 “Out-of-Pocket Maximum”** means the total dollar amount of Out-of-Pocket Expenses which a Member will be required to pay for Covered Services during a Calendar 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.
- 1.54 “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 Calendar Year.
- 1.55 “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.
- 1.56 “Participating Hospital”** means an institution licensed by the State of Texas as a hospital which has contracted or arranged with Health Plan to provide Health Care Services to Members and which is listed by Health Plan as a Participating Provider.
- 1.57 “Participating Physician”** means anyone licensed to practice medicine in the State of Texas and who is employed by or has executed a contract with Health Plan to provide Health Care Services.
- 1.58 “Participating Provider”** means any person or entity that has contracted directly or indirectly with Health Plan to provide Health Care Services to Members. Participating Providers includes but is not limited to: Participating Hospitals, Participating Physicians, Health Professionals, Urgent Care Facilities, and Contracted Pharmacies, within the service area.
- 1.59 “Permanent Legal Residence”** means the address at which a Member intends to reside during the Calendar Year. For a student enrolled in an education trade, or technical school, the Permanent Legal Residence is presumed to be that of a parent with whom the Dependent resided prior to attending school.
- 1.60 “Post-Acute Transition Services”** means services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.
- 1.61 “Post-Acute Care Treatment Services”** means services provided after acute care confinement and/or treatment that are based on an assessment of the Member’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.
- 1.62 “Postdelivery Care”** means postpartum health care services provided in accordance with accepted maternal or neonatal assessment 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 trials.
- 1.63 “Premium”** means those periodic amounts required to be paid to Health Plan as a condition of coverage under this Agreement.

**1.64 “Preventive Care”** means the following, as further defined and interpreted by appropriate statutory, regulator, 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 screening for infants, children and adolescents provided by 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.

**1.65 “Primary Care Physician”** means a Participating Physician specializing in family medicine, community internal medicine, general medicine, geriatrics, or pediatrics selected by You or Your Covered Dependent to manage the Health Care Services which will be made available to You or Your Covered Dependent by Health Plan.

**1.66 “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.

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

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

**1.69 “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.

**1.70 “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.

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

**1.72 “Required Payments”** means any payment or payments required of You in order to obtain or maintain coverage under this 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.

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

**1.74 “Routine Patient Care Costs”** means the costs of any medically necessary health care service for which benefits are provided under a health benefit plan, without regard to whether You or Your Covered Dependent is 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.

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

**1.76 “Service Area”** is that geographic area more fully described in the Scott and White Health Plan Service Areas and Provider Locations attachment to this Agreement, in which Health Plan may offer this Agreement.

**1.77 “Short-term Therapy”** is that therapeutic service, or those therapeutic services, which when applied to a covered injury or illness under this agreement, meet or exceed Treatment goals in accordance with the Individual Treatment Plan.

**1.78 “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, 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.

**1.79 “Specialty Pharmacy Drug”** means any prescription drug regardless of dosage form, identified as a Specialty Pharmacy Drug on the drug formulary, including orally administered anticancer medications, 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-guidelines determined comprehensive patient and/or physician education; or
- 5) has any dosage form with a total cost greater than \$1,000 per retail maximum days’ supply.

**1.80 “Subscriber”** means the person to whom this evidence of coverage was issued. The Subscriber must be age 18 or above at the time of issuance.

**1.81 “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.

**1.82 “Triggering Event”** means an event which allows an individual to apply for enrollment in coverage through the Texas Federally Facilitated Exchange outside of the Open Enrollment Period. Triggering Events include:

- 1) relocation;
- 2) birth or adoption (including placement for adoption) of a child;
- 3) loss of minimum essential coverage;
- 4) loss of employer sponsored coverage.

**1.83** **“Urgent Care Facility”** means any licensed Facility that provides physician services for the immediate treatment only of an injury or disease, and which has contracted with the Health Plan to provide Members such services.

**1.84** **“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. An individual patient’s urgent condition may be determined emergent upon evaluation by a Participating Provider.

**1.85** **“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 Participating Provider in a geographical area for the same of similar services. The amount payable may be increased by a fixed percentage for certain services or facilities as agreed to by the Plan.

**1.86** **“You”** means the Subscriber.

**1.87** **“Your”** means relating or pertaining to the Subscriber.

## **2. ELIGIBILITY PROVISION**

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

#### **2.1.1 ELIGIBLE SUBSCRIBER**

To be eligible for coverage as a subscriber, a person must apply for coverage during the Open Enrollment Period or upon a Triggering Event, and be age 18 or older.

#### **2.1.2 ELIGIBLE DEPENDENTS**

Dependents must apply for coverage during an Open Enrollment Period or upon a Triggering Event, and be an Eligible Dependent as defined in the Definitions section of this Agreement.

### **2.2 GENERAL ELIGIBILITY PROVISION**

#### **2.2.1 REQUIREMENTS FOR ELIGIBILITY**

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

- 1) work or reside in the Service Area,
- 2) Eligible Dependents 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 Service Area, including, but not limited to Emergency Care only while outside the Service Area. However, Health Plan may utilize an alternative delivery system to provide alternative 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. Eligible Dependents, not subject to a Qualified Medical Support Order, may be limited to HMO Network restrictions.

#### **2.2.2 DEPENDENT COVERAGE REQUIREMENT OF SUBSCRIBER ENROLLMENT**

In order for a dependent to be eligible and remain eligible for coverage hereunder as a dependent, the Subscriber upon whose enrollment the dependent's eligibility is based must enroll and remain enrollment in the Health Plan.

#### **2.2.3 SERVICE AREA REQUIREMENT**

Coverage for a Subscriber, including his/her Dependents who ceases to live, work, or reside in the Service Areas will be terminated, upon 30 days written notice.

**2.2.4** A person is not eligible as a Subscriber or Dependent under the Individual Health Care Agreement if either of the following are true:

- 1) the person's employer pays any portion of the person's premium or benefits for coverage under this agreement; or
- 2) either the employer or the Member treats the Individual Health Care Agreement as part of the plan or program for the purposes of Section 106 or 162, Internal Revenue Code of 1986 (26 U.S.C., Section 106 or 162)

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

The Effective Date is the date the coverage for a Member 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 APPLICATIONS**

To enroll in the Health Plan, You and Your Eligible Dependents must make appropriate application, which includes:

- 1) a completed Enrollment Application, either through the Insurance Marketplace or directly with Health Plan, and
- 2) payment of the Premium when due.

A MEMBER WHO FAILS TO PAY ANY REQUIRED PAYMENTS WHEN DUE MAY BE DISENROLLED FROM THE HEALTH PLAN, IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS AGREEMENT.

### **2.3.2 DEPENDENT SPECIAL ENROLLMENT PERIOD**

#### **2.3.2.1 NEWBORN CHILDREN**

Coverage of Your newborn will be automatic for the first 31 days following the birth of Your child. For coverage to continue beyond this time, You must notify Health Plan within 60 days of birth, complete proper application to add the newborn child and pay any required Premium within that 60-day period. With such notice, the Effective Date for Your newborn Child will be the date of birth. If You notify the Health Plan after that 60-day period, coverage for Your newborn child will not be available until the next Open Enrollment Period.

#### **2.3.2.2 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 Health Plan within 60 days of the date the adoption, or the date the child was placed with You for adoption, and pay any required Premium within that 60-day period or a period consistent with the next billing cycle. The Effective Date is the date of adoption, or the date the Child was placed with You for adoption. If you notify the Health Plan after that 60-day period, coverage for Your adopted child will not be available until the next Open Enrollment Period.

#### **2.3.2.3 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 Health Plan receives notice of the court order. The Effective Date will be the day application for coverage is received by Health Plan and the required premium is received. If You notify the Health Plan after the 31-day period, coverage for the Dependent Child will not be available until the next Open Enrollment Period.

#### **2.3.2.4 DEPENDENT ENROLLMENT RIGHTS FOLLOWING CHANGE IN MARITAL STATUS**

If Your Covered Dependent spouse become ineligible for coverage due to a change in marital status, he or she shall be issued separate individual coverage by Health Plan without evidence of insurability. The new coverage will have the same effective date as this Agreement.

### **2.4 ADDITIONAL REQUIREMENTS**

**2.4.1** It is Your responsibility to inform Health Plan immediately of all changes that affect Your eligibility and that of Your Covered Dependents, including, but not limited to:

- marriage of a Dependent grandchild;
- death; and
- address changes.

**2.4.2** No person may receive coverage under this Health Plan as both a Subscriber and a Dependent.

### **3. PROVIDERS OTHER THAN HEALTH PLAN PROVIDERS**

#### **3.1 HEALTH PLAN NOT LIABLE FOR EXPENSES OF PROVIDERS OTHER THAN HEALTH PLAN PROVIDERS**

Health Plan will not be liable for services until the Member, in advance, authorizes Health Plan to assume full responsibility for arranging Member's care utilizing Participating Physicians and Participating Providers. Services are not covered under this Agreement until such date that the Health Plan assumes full responsibility for the Member's care except as follows:

- for Emergency Care or services for a Covered Dependent child who lives outside of the Service Area;
- for a Member who is confined in a hospital which is not a Participating Hospital or under the care of a physician or provider who is not a Participating Provider on the date coverage under this Agreement would otherwise become effective.

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.

#### **3.2 CONTRACT STATUS OF PROVIDERS**

You should be aware of the contract status of the providers from whom you receive treatment, especially participating hospitals, as some facility-based practitioners such as anesthesiologist, pathologist, and radiologists may not be included in Health Plan's network and may balance bill for amounts not 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** Coverage under this Agreement shall terminate for a Member as follows:

- 1) coverage terminates for a Member thirty-one (31) days after written notice pursuant to section 5.4 of this Agreement from the Health Plan that Member has failed to pay any Required Payment when due;
- 2) in the event of fraud or intentional misrepresentation of material fact by Member, except as described under incontestability, or fraud in the use of services and facilities, coverage terminated for a Member thirty (30) days after written notice from Health Plan;
- 3) member, including his/her Dependents, cease to live, work, or reside in the Service Area will be terminated, upon 30 days written notice; or
- 4) coverage terminates for You and Your Covered Dependents one hundred eighty-one (181) days after written notice that Health Plan no longer offers coverage in the individual market.

**4.2** Members may terminate their coverage in the Health Plan for any reason upon giving written notice to the Health Plan. Disenrollment from the Health Plan will be effective on the first day of the month following the month Health Plan receives the written request.

**4.3** Upon termination of coverage as described above, Health Plan shall have no further liability or responsibility under this Agreement. Any Required Payments paid in advance by or on behalf of Member will be refunded and any unpaid Required Payments to date of service will be due and payable. Subscriber is responsible for all Required Payment due but unpaid.

**4.4** The effective date of termination will be the last day for which Premiums were timely paid.

## **5. REQUIRED PAYMENTS**

### **5.1 PREMIUMS**

#### **5.1.1 PAYMENT OF PREMIUMS**

Premiums are due in the office of the Health Plan, 1206 West Campus Drive, Temple, Texas 76502 on or before the date indicated in the monthly billing statement. The Subscriber is responsible for remitting all Premiums due under this Agreement to Health Plan when due. Only Members for whom the stipulated Premium is actually received by Health Plan shall be eligible for coverage under this Agreement. Premiums are Required Payments.

Payment of premiums for individual plans are a personal expense to be paid for directly by individual and family plan subscribers. In compliance with federal guidance, ICSW will accept third-party payment for premium from the following entities:

1. the Ryan White HIV/AIDS Program under title XXVI of the Public Health Services Act;
2. Indian tribes, tribal organizations, or urban Indian organizations; and
3. State and federal Government programs.

Except as provided above, third-party entities shall not pay ICSW directly for any or all of a member's premium.

#### **5.1.2 PREMIUM CHARGES**

Pursuant to Texas law, Health Plan may change rates only upon sixty (60) days prior written notice. Additionally, Health Plan will not change rates more or less frequently than annually unless otherwise allowed by federal law.

### **5.2 COPAYMENT AND DEDUCTIBLES**

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

### **5.3 SUBROGATION PAYMENTS**

If You, Your Covered Dependent, or anyone on behalf of You or Your Covered Dependents receives benefits or monies subject to the subrogation provisions of this Agreement, You or Covered Dependent must submit to the 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 enter into an agreement for the payment of amounts due under the subrogation provisions, any amount due is considered to be a Required Payment.

### **5.4 GRACE PERIOD AND CANCELLATION OF COVERAGE**

If You and Your Covered Dependents are not receiving any premium subsidies through the Texas Federally Facilitated Exchange, then if any Premium is not received by Health Plan within thirty (30) days of the due date, Health Plan may terminate coverage under this Agreement after the 30<sup>th</sup> day. During the 30-day grace period, coverage shall remain in force. However, if payment is not received, Health Plan shall have no obligation to pay for any services provided to You or Your Covered Dependent during the 30-day grace period or thereafter; and You shall be liable to the provider for the cost of those services.

If You and Your Covered Dependents are receiving premium subsidies through the Texas Federally Facilitated Exchange, then if any Premium amount for which You are responsible beyond the premium subsidy is not received by the Health Plan within three months of the due date, Health Plan may terminate coverage under this Agreement after the third month. During the three month grace period; coverage shall remain in force; however, any Physicians

or Providers who file claims or who see preauthorization for services to You or Your Covered Dependents will be notified that You have lapsed in your payment of premiums. If premium is not received in full, Health Plan shall have no obligation to pay for any services provided to You and Your Covered Dependents during three month grace period or thereafter, and You shall be liable to the Physician or Provider for the cost of those services.

#### **5.5 REINSTATEMENT PROVISION**

At any time after the termination of coverage under this Agreement for non-payment of a Premium or prior to the expiration of sixty (60) days from the date such payment was due, a person who has been a Subscriber under this Agreement may seek reinstatement for Subscriber and Dependents upon the following terms:

- 1) the person must submit a written request for reinstatement for all persons for who reinstatement is being requested;
- 2) the person must pay all amounts unpaid to Health Plan and pay in advance the appropriate premium for the month next following the month in which reinstatement is sought;
- 3) the Agreement will be reinstated to cover only the Subscriber and Dependents who were eligible and covered prior to the termination of this Agreement; otherwise, Subscriber and Dependents will have the same rights under this Agreement as existed before termination;
- 4) Subscriber may seek reinstatement one time only; and
- 5) coverage will be reinstated to the day of termination upon satisfaction of the terms of this reinstatement provision.

## **6. HEALTH CARE SERVICES**

### **6.1 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 limitation stated in the Schedule of Benefits and this Agreement that are considered to be Medically Necessary by the Medical Director. Except of Emergency Care, approved referrals to Non-Participating Providers, or covered medical services rendered to a Covered Dependent child under a Qualified Medical Support Order who is outside the Service Area, Health Care Services are available only through Participating Providers. Health Plan shall have no liability or obligation whatsoever for any service or benefit sought or received by You or Your Covered Dependents from any other physician, hospital, extended care facility, or other person, institution or organization, unless prior approval for referral has been obtained by a Medical Director.

### **6.2 HEALTH CARE SERVICES OUTSIDE OF THE SERVICE AREA**

Other than for Emergency Care, out-of-area referrals approved under the terms of this Agreement or covered medical services for Your covered Dependent child under a Qualified Medical Support Order, if You or Your Covered Dependent are outside of the Service Area, You or Your Dependent must return to the Service Area and to Participating Providers to receive Health Care Services provider under this Agreement.

### **6.3 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.

### **6.4 NATURE OF COVERAGE PROVIDED AND HEALTH PLAN'S RIGHT TO CONTRACT**

#### **6.4.1 HEALTH CARE SERVICES AND YOUR BENEFITS**

You understand that the Health Plan is a health maintenance organization and not an indemnity insurance company and that Health Plan arranges for provisions of Health Care Services through contractual arrangements with certain providers. Health Plan reserves the right to contract with such providers of Health Care Services as it shall determine can reasonably provide them. Health Plan's Participating Providers shall determine the manner of provision of those Health Care Services and such service are subject to their discretion. Not every form of Treatment may be provided, and even though certain of Your personal beliefs or preferences may conflict with the care as offered by Participating Providers, You shall not be entitled to any specific class of licensed provider, school of approach to such services or otherwise be able to determine the providers who will care for You or Your Covered Dependents other than as provided by this Agreement. This provision does not restrict Your right to consent or agree to any procedure or Treatment. However, this provision defines the coverage provided under this Agreement. Your decision to follow medical advice or to seek any particular Treatment is solely yours and you agree to bear all legal and ethical consequences of the decision without regard to the coverages provided hereunder.

#### **6.4.2 PROVISION OF HEALTH SERVICES**

Except as specified in the Description of Benefits, if Participating Providers fail to, or become unable to, render the Health Care Services which they have agreed to provide, Health Plan agrees to coordinate through its Medical Director the provision of Health Care Services to Members.

## **6.5 REFUSAL TO ACCEPT TREATMENT**

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

## **6.6 COORDINATION OF HEALTH CARE SERVICES**

### **6.6.1 DESIGNATION OF PRIMARY CARE PHYSICIAN**

At the time of enrollment under this Agreement, You or Your Covered Dependents may designate a Primary Care Physician. Should You or Your Covered Dependent decline to designate a Primary Care Physician, Health Plan will not assign one.

### **6.6.2 SELECTION OF PRIMARY CARE PHYSICIAN**

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

### **6.6.3 CHANGING YOUR PRIMARY CARE PHYSICIAN**

You or Your Covered Dependents may change Your Primary Care Physician anytime.

## **6.7 CONTINUITY OF TREATMENT**

### **6.7.1 NOTICE OF TERMINATION OF TREATMENT PHYSICIAN OF PROVIDER**

Each contract between the Health Plan and a physician or provider 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.

### **6.7.2 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 Participating 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 reasonable believes could cause harm to You or Your Covered Dependent if the physician or provider discontinues Treatment of the Member, and include a disability, acute condition, life-threatening illness, or being past the twenty-fourth week of pregnancy. However, the Participating Provider must first identify the special circumstance and submit a request to Health Plan's Medical Director that You or Your Covered Dependent be permitted to continue Treatment under the Participating Provider's care. The Participating 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 Participating 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 Participating 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 Your 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 Participating Provider for services extends through delivery of the child, immediate postpartum care and the follow-up checkup within the first six weeks of delivery.

**6.8 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 Participating Physician but which are not available from a Participating Provider shall be authorized as described under the heading; Out-of-Network Referrals, in the Description of Benefits to this Agreement, 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 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 Participating Physician and approved by the Medical Director. If approved, Health Plan shall fully reimburse the non-contracting physician or provider at the Usual and Customary or agreed upon rate, except for Copayments and charges for non-covered services.

## **7. CLAIM PROCEDURE**

### **7.1 NECESSITY OF FILING CLAIMS**

You will not ordinarily need to pay any person or facility for Health Care Services provided under this Agreement. However, if you receive Health Care Services from facilities which do not routinely contract with Health Plan, for example in case of an emergency, you may be asked to pay that person or facility directly. You are entitled to reimbursement for such payment to the extent that those Health Care Services are covered under this Agreement provided (1) You submit written proof of and claim for payment to the Health Plan at its office, (2) the written proof and claim for payment are acceptable to Health Plan, (3) Health Plan received the written proof and claim for payment within 60 days of the date the Health Care Services were received by You or Your Covered Dependent, and (4) You have complied with the terms of this Agreement.

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

Failure to submit written proof of and claim of payment within the 60 day period 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 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 Scott & White Health Plan, Attn: Claim Dept., 1206 West Campus Drive, Temple, TX 76502. In no event will Health Plan have any obligation under this Agreement if such proof of and claim for payment is not received by Health Plan within one year of the date the services were provided to You or Your Covered Dependents.

### **7.3 ACKNOWLEDGEMENT OF CLAIMS**

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

### **7.4 ACCEPTANCE OR REJECTION OF CLAIM**

Not later than the fifteenth 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 day after you have been notified of the need for additional time.

### **7.5 PAYMENT OF CLAIMS**

Claims will be paid no later than the fifth business day after notification of acceptance.

### **7.6 PAYMENT TO PHYSICIAN OR PROVIDER**

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

**7.7 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 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 one year from such date.

## **8. EFFECT OF MEDICARE, SUBROGATION AND COORDINATION OF BENEFITS**

### **8.1 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 covered under Medicare and Medicare would be the primary payor of benefits, You or Your Covered Dependent shall agree to :

- 1) You and Your Covered Dependent shall qualify for, and remain continuously qualified for, coverage under both Part A and Part B of 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, including coverage under other terms of this Agreement, and perform such acts as shall be necessary and desirable to facilitate the maximum reimbursement by Medicare Health Plan, and Participating Providers for the services provided.

#### **8.1.1 EFFECT ON THE BENEFITS OF HEALTH PLAN**

Health Plan will pay the difference between the Allowable Expense and the amount paid by Medicare in accordance with the Medicare explanation of medical benefits. Benefits will be reduced proportionally whenever a reduction is required under this provision. Health Plan will then charge these amounts against any applicable benefit limitations.

#### **8.1.2 METHOD OF PAYMENT**

Health Plan will have the right, exercisable alone in its sole discretions, to pay directly to any organization making such other payments any amount it determines to be warranted in order to satisfy the intent of this provision. Amounts so paid will be deemed to be benefits under Health Plan. These payments will fully discharge Health Plan from all further liability.

### **8.2 SUBROGATION/LIEN/ASSIGNMENT/REIMBURSEMENT**

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, if You or Your family did not pay the premium;
- 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.

### **8.2.1 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.

### **8.2.2 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.

### **8.2.3 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.

### **8.2.4 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.

#### **8.2.5 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.

#### **8.2.6 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.

#### **8.2.7 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.

### **8.2.8 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.

### **8.2.9 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.

### **8.2.10 INCURRED BENEFITS**

The Plan reserves the right to reverse any decision associated with the reduction or waiver of charges related to services or benefits provided if and when the Plan discovers that the plan participant has been involved in an injury or accident and may be compensated by one of the sources set forth herein. Should this occur, the plan participant is deemed to have incurred the full billed charges or the full cost of the benefits or services rendered.

### **8.2.11 NON-EXCLUSIVE RIGHTS**

The rights expressed in this document in favor of the Plan are cumulative and do not exclude any other rights or remedies available at law or in equity to the Plan or anyone in privity with the Plan.

**The provisions herein bind the plan participant, as well as the plan participant's spouse, dependents, or any members of the plan participant's family, who receives services or benefits from the Plan individually or through the plan participant.**

## **8.3 COORDINATION OF THIS PLAN'S BENEFITS WITH OTHER BENEFITS**

The Coordination of Benefits (COB) provision applies when a person has health care coverage under more than one plan. Plan is defined below.

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits in accord with its policy terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans equal 100 percent of the total allowable expense.

## **DEFINITIONS**

(a) A "plan" is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

- (1) Plan includes: group, blanket, or franchise accident and health insurance policies, excluding disability income protection coverage; individual and group health maintenance organization evidences of coverage; individual accident and health insurance policies; individual and group preferred provider benefit plans and exclusive provider benefit plans; group insurance contracts, individual insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care; medical care components of individual and group long-term care contracts; limited benefit coverage that is not issued to supplement individual or group in force policies; uninsured arrangements of group or group-type coverage; the medical benefits coverage in automobile insurance contracts; and Medicare or other governmental benefits, as permitted by law.

- (2) Plan does not include: disability income protection coverage; the Texas Health Insurance Pool; workers' compensation insurance coverage; hospital confinement indemnity coverage or other fixed indemnity coverage; specified disease coverage; supplemental benefit coverage; accident only coverage; specified accident coverage; school accident-type coverages that cover students for accidents only, including athletic injuries, either on a "24-hour" or a "to and from school" basis; benefits provided in long-term care insurance contracts for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care, and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services; Medicare supplement policies; a state plan under Medicaid; a governmental plan that, by law, provides benefits that are in excess of those of any private insurance plan; or other nongovernmental plan; or an individual accident and health insurance policy that is designed to fully integrate with other policies through a variable deductible.

Each contract for coverage under (a)(1) or (a)(2) is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

- (b) "This plan" means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with like benefits, and may apply other separate COB provisions to coordinate other benefits.

The order of benefit determination rules determine whether this plan is a primary plan or secondary plan when the person has health care coverage under more than one plan. When this plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan's benefits. When this plan is secondary, it determines its benefits after those of another plan and may reduce the benefits it pays so that all plan benefits equal 100 percent of the total allowable expense.

- (c) "Allowable expense" is a health care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any plan covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the person is not an allowable expense. In addition, any expense that a health care provider or physician by law or in accord with a contractual agreement is prohibited from charging a Member is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the plans provides coverage for private hospital room expenses.
- (2) If a person is covered by two or more plans that do not have negotiated fees and compute their benefit payments based on the usual and customary fees, allowed amounts, or relative value schedule reimbursement methodology, or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.
- (3) If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.
- (4) If a person is covered by one plan that does not have negotiated fees and that calculates its benefits or services based on usual and customary fees, allowed amounts, relative value schedule reimbursement methodology, or other similar reimbursement methodology, and another plan that provides its benefits or services based on negotiated fees, the primary plan's payment arrangement must be the allowable expense for all plans. However, if the health care provider or physician has contracted with the secondary plan to

provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the health care provider's or physician's contract permits, the negotiated fee or payment must be the allowable expense used by the secondary plan to determine its benefits.

- (5) The amount of any benefit reduction by the primary plan because a Member has failed to comply with the plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, prior authorization of admissions, and preferred health care provider and physician arrangements.
- (d) "Allowed amount" is the amount of a billed charge that a carrier determines to be covered for services provided by a nonpreferred health care provider or physician. The allowed amount includes both the carrier's payment and any applicable deductible, copayment, or coinsurance amounts for which the insured is responsible.
- (e) "Closed panel plan" is a plan that provides health care benefits to Members primarily in the form of services through a panel of health care providers and physicians that have contracted with or are employed by the plan, and that excludes coverage for services provided by other health care providers and physicians, except in cases of emergency or referral by a panel member.
- (f) "Custodial parent" is the parent with the right to designate the primary residence of a child by a court order under the Texas Family Code or other applicable law, or in the absence of a court order, is the parent with whom the child resides more than one-half of the Year, excluding any temporary visitation.

#### **ORDER OF BENEFIT DETERMINATION RULES**

When a person is covered by two or more plans, the rules for determining the order of benefit payments are as follows:

- (a) The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other plan.
- (b) Except as provided in (c), a plan that does not contain a COB provision that is consistent with this policy is always primary unless the provisions of both plans state that the complying plan is primary.
- (c) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage must be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.
- (d) A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.
- (e) If the primary plan is a closed panel plan and the secondary plan is not, the secondary plan must pay or provide benefits as if it were the primary plan when a Member uses a noncontracted health care provider or physician, except for emergency services or authorized referrals that are paid or provided by the primary plan.
- (f) When multiple contracts providing coordinated coverage are treated as a single plan under this subchapter, this section applies only to the plan as a whole, and coordination among the component contracts is governed by the terms of the contracts. If more than one carrier pays or provides benefits under the plan, the carrier designated as primary within the plan must be responsible for the plan's compliance with this subchapter.

(g) If a person is covered by more than one secondary plan, the order of benefit determination rules of this subchapter decide the order in which secondary plans' benefits are determined in relation to each other. Each secondary plan must take into consideration the benefits of the primary plan or plans and the benefits of any other plan that, under the rules of this contract, has its benefits determined before those of that secondary plan.

(h) Each plan determines its order of benefits using the first of the following rules that apply.

(1) Nondependent or Dependent. The plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber, or retiree, is the primary plan, and the plan that covers the person as a dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent, then the order of benefits between the two plans is reversed so that the plan covering the person as an employee, member, policyholder, subscriber, or retiree is the secondary plan and the other plan is the primary plan. An example includes a retired employee.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court order stating otherwise, plans covering a dependent child must determine the order of benefits using the following rules that apply.

(A) For a dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The plan of the parent whose birthday falls earlier in the Year is the primary plan; or

(ii) If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

(B) For a dependent child whose parents are divorced, separated, or not living together, whether or not they have ever been married:

(i) if a court order states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree.

(ii) if a court order states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of (h)(2)(A) must determine the order of benefits.

(iii) if a court order states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of (h)(2)(A) must determine the order of benefits.

(iv) if there is no court order allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

(I) the plan covering the custodial parent;

(II) the plan covering the spouse of the custodial parent;

(III) the plan covering the noncustodial parent; then

(IV) the plan covering the spouse of the noncustodial parent.

- (C) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the provisions of (h)(2)(A) or (h)(2)(B) must determine the order of benefits as if those individuals were the parents of the child.
- (D) For a dependent child who has coverage under either or both parents' plans and has his or her own coverage as a dependent under a spouse's plan, (h)(5) applies.
- (E) In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits must be determined by applying the birthday rule in (h)(2)(A) to the dependent child's parent(s) and the dependent's spouse.

(3) Active, Retired, or Laid-off Employee. The plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan that covers that same person as a retired or laid-off employee is the secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the plan that covers the same person as a retired or laid-off employee or as a dependent of a retired or laid-off employee does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the primary plan, and the COBRA, state, or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if (h)(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The plan that has covered the person as an employee, member, policyholder, subscriber, or retiree longer is the primary plan, and the plan that has covered the person the shorter period is the secondary plan.

(6) If the preceding rules do not determine the order of benefits, the allowable expenses must be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

#### **EFFECT ON THE BENEFITS OF THIS PLAN**

(a) When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim equal 100 percent of the total allowable expense for that claim. In addition, the secondary plan must credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

(b) If a Member is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a nonpanel provider, benefits are not payable by one closed panel plan, COB must not apply between that plan and other closed panel plans.

## **COMPLIANCE WITH FEDERAL AND STATE LAWS CONCERNING CONFIDENTIAL INFORMATION**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. Organization responsible for COB administration will comply with federal and state law concerning confidential information for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the person claiming benefits. Each person claiming benefits under this plan must give Organization responsible for COB administration any facts it needs to apply those rules and determine benefits.

### **8.4 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.

### **8.5 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 Member. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

## **9. RECORDS**

### **9.1 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.

### **9.2 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.

#### **9.2.1 AUTHORIZATION FOR HEALTH CARE INFORMATION FROM PHYSICIAN 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 Participating 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.

### **9.3 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 changes in the eligibility status of You or Your Covered Dependents;
- eligibility of Medicare; and
- eligibility for recovery from a third party of benefits which may be subject to subrogation.

## **10. COMPLAINT AND APPEAL PROCEDURES; UTILIZATION REVIEW**

### **10.1 PURPOSE**

**10.1.1** 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 or appeals. Health Plan will not retaliate against You because You, Your Provider, or a person acting on Your behalf files a complaint or appeals a decision made by Health Plan.

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

### **10.2 COMPLAINTS**

**10.2.1** 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.

**10.2.2** 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.

**10.2.3** 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.

### **10.3 APPEAL OF COMPLAINTS**

**10.3.1** If the Complainant is not satisfied with Health Plan's resolution of the Complaint, the Complainant will be given the opportunity to appear in person before an appeal panel at the site of which enrollee normally receives health care services or at another site agreed to by the Complainant, or address a written Appeal to an appeal panel.

**10.3.2** Health Plan will send an acknowledgment letter of the receipt of oral or written appeal 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 Health Plan's Appeal procedures and time frames. If the Appeal is received orally, Health Plan will also enclose a one-page Appeal form, which must be returned for prompt resolution of the Appeal.

**10.3.3** Health Plan will appoint members to the complaint appeal panel, which shall advise the Health Plan on the resolution of the Complaint. The complaint appeal panel shall be composed of one Health Plan staff member, one Participating Provider, and one member. No member of the complaint appeal panel may have been previously involved in the disputed decision. The Participating Provider must have experience in the same or similar specialty that typically treats the medical condition, performs the procedure or provides the treatment in the area of care that is in dispute and must be independent of any physician or provider who made any prior determination. If

specialty care is in dispute, the Participating Provider serving on the appeal panel must be a specialist in the field of care to which the appeal relates. The member may not be an employee of Health Plan.

**10.3.4** No later than five (5) business days before the scheduled meeting of the panel, unless the Complainant agrees otherwise, the Health Plan will provide to the Complainant or the Complainant's designated representative:

- 1) any documentation to be presented to the panel by Health Plan staff;
- 2) the specialization of any physicians or providers consulted during the investigation; and
- 3) the name and affiliation of each Health Plan representative on the panel.

**10.3.5** The Complainant, or designated representative if the enrollee is a minor or disabled, is entitled to:

- 1) appear before the complaint appeal panel in person or by other appropriate means;
- 2) present alternative expert testimony; and
- 3) request the presence of and question any person responsible for making the prior determination that resulted in the Appeal.

**10.3.6** Notice of the final decision of Health Plan on the Appeal will include a statement of the specific medical determination, clinical basis, and contractual criteria used to reach the final decision. The notice will also include the toll-free telephone number and the address of the Texas Department of Insurance.

**10.3.7** Health Plan will complete the Appeals Process no later than the thirty (30) calendar days after the date of the receipt of the written request for Appeal or one-page appeal form from the Complainant.

#### **10.4 UTILIZATION REVIEW**

Your Plan includes a program to evaluate inpatient and outpatient Hospital and Ambulatory Surgical Center admissions, and specified non-Emergency outpatient surgeries and diagnostic procedures and other services. This program ensures that Hospital and Ambulatory Surgical Facility care is received in the most appropriate setting, and that any other specified surgery or services are medically necessary. This program is known as utilization review.

Utilization review may be undertaken:

- At least three working days before a service is provided that requires prior authorization. This is known as a prior authorization review.
- Before a hospital admission or any of the specified services that require prior authorization. This is known as admission review.
- During a hospital stay. This is known as continued stay review.
- Following discharge from a hospital or after any services are performed. This is known as a retrospective review.

##### **10.4.1 PRIOR AUTHORIZATION**

Certain services require prior authorization in order to be covered. Typically, Your Provider will request Prior Authorization on Your behalf. Failure to obtain Prior Authorization may result in a reduction or denial of benefits under this Agreement.

The Scott and White Health Plan Health Services Division has the responsibility of issuing Prior Authorization.

**For a complete list of Health Care Services subject to Prior Authorization, visit Our website at [www.swhp.org](http://www.swhp.org) or call Us at the contact number shown in the Toll Free Notice.**

#### **10.4.2 PRIOR AUTHORIZATION REVIEW**

You are always responsible for initiating prior authorization review. **There are penalties for some services if prior authorization review is not performed.** Note: These penalties are not counted toward the deductible or Your Out-of-Pocket Maximum.

To initiate prior authorization review, instruct Your Physician to call SWHP at least three working days prior to any admission or scheduled date of proposed service that require pre-authorization. Remember, You are responsible for making sure Your Physician calls. If SWHP determines that the admission or surgery is not Medically Necessary or Experimental or Investigational, You and Your Physician will be notified by telephone within twenty four hours after You file Your request for prior authorization review. Subject to the notice requirements and prior to the issuance of an adverse determination, if We question the Medical Necessity of 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. You and Your Physician will be sent a written notice within three days of the telephone notice. The written notice will include: the principal reasons for the adverse determination; the clinical basis for the adverse determination; a description of the source of the screening criteria used as guidelines in making the adverse determination; and description of the procedure for the complaint and appeal process, including Your right and the procedure to appeal to an independent review organization. If You have a life-threatening condition, the notice will include a description of Your right to an immediate review by an independent review organization and the procedures to obtain that review. For an Emergency admission or procedure, We must be notified within 48 hours of the admission or procedure or as soon as reasonably possible. We may take into account whether or not Your condition was severe enough to prevent You from notifying us, or whether or not a member of Your family was available to notice Us for You.

Under state and federal law, group health plans and health plan issuers offering group insurance coverage generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or Newborn child to less than 48 hours following an uncomplicated vaginal delivery, or less than 96 hours following an uncomplicated cesarean section, or require that a provider obtain Utilization Review from the plan for prescribing a length of stay not in excess of the above periods.

#### **10.4.3 ADMISSION REVIEW**

If prior authorization review is not performed, We will determine at the time of admission if the hospital admission or specified non-Emergency outpatient surgery or diagnostic procedure is Medically Necessary.

#### **10.4.4 CONTINUED STAY REVIEW**

We also will determine if a continued hospital or skilled nursing facility stay is Medically Necessary. We will provide notice of Our determination within twenty four hours by either telephone or electronic transmission to the provider of record followed by written notice within three working days to You or Your provider of record. If We are approving or denying post stabilization care subsequent to Emergency treatment or care related to a life threatening condition, We will notify the treating Physician or other provider within the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but in no case to exceed one hour after the request for approval is made.

We will determine if the use of prescription drugs or intravenous infusions is ~~is~~ Medically Necessary. We will provide notice of Our determination no later than the 30<sup>th</sup> day before the date on which the provision of prescription drug or intravenous infusion will be discontinued.

#### **10.4.5 RETROSPECTIVE REVIEW**

If neither prior authorization review, 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 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. We will provide notice of Our adverse determination in writing to You and the provider of record within a reasonable period, but not later than 30 days after the date on which the claim is received, provided We may extend the 30-day period for up to 15 days if: We determine that an extension is necessary due to matters beyond Our control; and We notify You and the provider of record within the initial 30 day period, of circumstances requiring the extension and the date by which We expect to make a determination. If the period is extended because of Your failure or the failure of the provider of record to submit the information necessary to make the determination, the period for making the determination is tolled from the date We send Our notice of the extension to You or the provider until the earlier of: the date You or the provider responds to Our request; or the date by which the specified information was to have been submitted.

#### **10.4.6 APPEAL OF ADVERSE DETERMINATION**

Our determination that treatment or services You requested or received are not Medically Necessary or appropriate or are Experimental or Investigational, based on Our Utilization Review standards is an “adverse determination”, which means that Your request for coverage of the treatment or service is denied. You, a person acting on Your behalf, or Your Physician may appeal the adverse determination to Us orally or in writing in accordance with Our internal appeal procedures. If We are notified orally, We will send a one-page form to use for making a written appeal.

Within five working days of receipt of the written request, We will acknowledge the request and advise if additional documents are needed to consider Your appeal. We will provide Our decision on Your appeal no later than thirty days after the later of the date We receive Your appeal or the date any additional information We request is provided order to consider Your appeal. Appeals involving the denial of emergency care or continued hospitalization shall be based on the medical immediacy of the condition, procedures, or treatment under review, not to exceed one working day from when We receive all information necessary to complete the appeal.

If Your appeal is denied, Our notice will include a clean and concise statement of the clinical basis for the denial and Your right to seek review of the denial from an independent review organization and the procedures for obtaining that review.

If you have a life-threatening condition or in circumstances involving prescription drugs or intravenous infusions, You have the right to an immediate review by an independent review organization and You are not required to first request an internal review by Us.

#### **10.4.7 REVIEW BY INDEPENDENT REVIEW ORGANIZATION (IRO)**

If We deny Your appeal of an adverse determination, You have the right to request Us to refer Your appeal to an IRO. We will pay for the IRO review and We will comply with the IRO’s determination regarding the Medical Necessity or appropriateness of the treatment or services or the Experimental or Investigation nature of such treatment or services.

#### **10.5 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 Insured 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 reason for the Adverse Determination, the clinical basis for the Adverse Determination, a description of the criteria used in making the Adverse Determination, and a description of the Complaint and Appeals process, including Your right and the procedure to appeal to an independent review

organization. If you have a life-threatening condition, the notice will include a description of Your right to an immediate review by an independent review organization and the procedures for obtaining that review. 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.

## **10.6 INDEPENDENT REVIEW OF ADVERSE DETERMINATIONS**

**10.6.1** 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 Chapter 4202 of the Texas Insurance Code.

**10.6.2** 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 10.8.2 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.

**10.6.3** 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 an enrollee and the experimental or investigational nature of health care items and services for an enrollee.

## **11. MISCELLANEOUS**

### **11.1 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.

### **11.2 INDEPENDENT AGENTS**

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

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

**11.2.3** No Member, in such capacity, is an agent or representative of Health Plan or its Participating Providers. No Member shall be liable for any acts or omissions of any Participating Provider or its agents or employees.

**11.2.4** 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 Participating Provider does not necessarily mean that it is covered under this Agreement.

### **11.3 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.

### **11.4 ENTIRE AGREEMENT**

This Agreement, attachments, and Your completed and accepted Enrollment 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 Chief Executive Officer 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 Chief Executive Officer of Health Plan. However, Health Plan may adopt policies, procedures and rules to promote the orderly and efficient administration of this Agreement.

**11.5 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.

**11.6 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 Subscriber or as required by law. By electing coverage pursuant to this Agreement or by accepting benefits hereunder, You agree to all terms, conditions and provisions hereof.

**11.7 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.

**11.8 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.

**11.9 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 Subscriber or Member any overpayment or other inappropriate payment, including, but not limited to, a payment for non-Covered Services (collectively, "Excess Payments"). Failure by the Subscriber or Member to remit any Excess Payments to Scott and White Health Plan may result in legal action by Scott and White Health Plan.

**11.10 NOTICE**

Any notice, under this Agreement shall be given by United States Mail, postage prepaid, addressed as follows:

If to Health Plan:  
Scott and White Health Plan  
1206 West Campus Drive  
Temple, Texas 76502

If to You:  
To the latest address provided by You

**11.11 INCONTESTABILITY**

All statements made by You on the Enrollment 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 enrollment application signed by You, and

- 2) a signed copy of the enrollment 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 Enrollment Application. If Health Plan determines that You made an intentional material misrepresentation of material fact on the application, Health Plan may terminate Your coverage in accordance with this agreement.

#### **11.12 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 Participating Providers as well as additional educational material regarding the Health Plan and the services provided under this Agreement.

#### **11.13 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 Member 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. If You permit the use of a Health Plan identification card by any other person, such card may be retained by Health Plan, and all rights of You and Your Dependents, covered pursuant to this Agreement, shall be terminated sixteen (16) days after written notice.

#### **11.14 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.

#### **11.15 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).

#### **11.16 COST SHARE VARIANCE**

Upon termination of federal reimbursement, any applicable cost share variance will terminate the first of the month following thirty days written notice from the Health Plan.

## **DESCRIPTION OF BENEFITS**

### **12. WHAT IS 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 and prescribed or ordered by a Participating Physician or a Participating 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 and Deductibles specified in the Schedule of Benefits and any amendments and riders to this Agreement. Except for Emergency Care Services and Health Care Services provided to a Covered Dependent child under a Qualified Medical Support Order who is outside the Service Area, all of the benefits are to be provided by Participating Physicians and Participating Providers. You may select a Primary Care Physician for You and Your Eligible Dependents.

#### **12.1 COPAYMENTS AND DEDUCTIBLES**

The Schedule of Benefits identifies Your Copayments and Deductibles (individual and family), if any, and any 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.

#### **12.2 OUT-OF-POCKET MAXIMUM**

If the amount of qualifying Out-of-Pocket Expenses You pay during a Calendar 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.

#### **12.3 BENEFIT LIMITATIONS AND PREAUTHORIZATION REQUIREMENTS**

##### **12.3.1 BENEFIT LIMITATIONS**

Certain benefits under this Agreement may be subject to benefit limitation. If You or Your Covered Dependent meets or exceeds a given benefit limitation during the Plan Year, such enrollee 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.

##### **12.3.2 PREAUTHORIZATION REQUIREMENTS**

Certain services require preauthorization in order to be covered. Typically, your Provider will request Preauthorization on your behalf.

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

The Scott and White Health Plan Health Services Department has the responsibility of issuing Preauthorization. Services requiring Preauthorization are listed on the swhp.org website.

#### **12.4 CASE GUIDANCE PROGRAM**

Health Plan has in place Case Guidance Programs for Members 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 care 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 outcome and the greatest value for your health care benefits.

If You, or Your Covered Dependent, has a health condition or disease state from 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.

### **12.5 BENEFITS**

#### **12.5.1 ESSENTIAL HEALTH BENEFITS AND BASIC HEALTH CARE SERVICES**

You and Your Covered Dependents are entitled to the following medically necessary Essential Health Benefits and Basic Health Care Services without being subject to Annual or Lifetime limitations:

- Ambulatory patient services, including:
  - Primary care and specialist physician services;
  - Outpatient services by other providers;
  - Home health services;
- Emergency services
  - Emergency services as required by the Insurance Code §1271.155
- Hospitalization
  - Inpatient hospital services, including room and board, general nursing care, meals and special diets when medically necessary, use of operation room and related facilities, use of intensive care unit and services, x-ray services, laboratory and other diagnostic tests, drugs, medications, biologicals, anesthesia and oxygen services, special duty nursing when medically necessary, radiation therapy, inhalation therapy, administration of whole blood and blood plasma, and short-term rehabilitation therapy services in the acute hospital setting.
  - Inpatient physician care services, including services performed, prescribed, or supervised by physicians or other health professionals including diagnostic, therapeutic, medical, surgical, preventive, referral, and consultative health care services.
  - Outpatient hospital services, including treatment services; ambulatory surgery services; diagnostic services; including laboratory, radiology, and imaging services; rehabilitation therapy; and radiation therapy
- Maternity and newborn care, including prenatal services.
- Mental health and substance use disorder services, including behavioral health treatment
- Prescription drugs
- Rehabilitative and habilitative services and devices, including:
  - Outpatient rehabilitation therapies including physical therapy, speech therapy, manipulative, and occupational therapy;
- Laboratory services, including
  - Diagnostic services, including laboratory imaging and radiologic services;
  - Therapeutic radiology services
- Preventive and wellness services and chronic disease management, including:

- Periodic health examinations for adults as required in the Insurance Code §1271.153
- Immunizations for children as required in the Insurance Code §1367.053
- Cancer screening as required in the Insurance Code Chapter 1356 relating to mammography;
- Cancer screening as required in the Insurance Code Chapter 1362 relating to screening for prostate cancer;
- Immunization for adults in accordance with the United States Department of Health and Human Services Center for Disease Control Recommended Adult Immunization Schedule by Age Group and Medical Conditions, or its successor
- Pediatric services, including
  - Oral and vision care;
  - Well child care from birth as required in the Insurance Code §1271.154;
  - Eye and ear examinations for children through age 17, to determine the need for vision and hearing corrections in accordance with established medical guidelines

If a Covered Service is an Essential Health Benefit, We will not apply annual or lifetime dollar limits to that service.

The remainder of this Agreement describes the Covered Services We will provide, which may or may not be considered Essential Health Benefits.

## **12.5.2      MEDICAL SERVICES**

You and Your Covered Dependents are entitled to the Medically Necessary professional services of Participating Physicians and Participating Providers on an inpatient and outpatient basis. Medical Necessity is determined by a Participating 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;
- Newborn hearing screening and necessary diagnostic follow-up care;
- Office visits;
- Consultations by specialists;
- Diagnostic procedures including lab and x-ray;
- Treatment for diseases of the eye;
- Routine eye exam for an adult (limit to 1 per year);
- Outpatient surgery;
- Dialysis;
- Injections;
- Chemotherapy and radiation therapy for cancer;
- Allergy tests; and
- Home health care.

### **12.5.2.1      OTHER OUTPATIENT SERVICES**

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

### **12.5.2.2      COPAYMENTS**

Medical Services are subject to the applicable Copayment listed in the Schedule of Benefits. For Medical Services provided during an Office Visit to a Participating Physician or Provider, 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 Physician or Provider's method of billing.

### 12.5.3 PREVENTIVE CARE SERVICES

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

You and Your Covered Dependents may access preventive Health Care Services and health education programs as determine by Health Plan.

Under the Affordable Care Act, certain preventive services from Participating Providers are paid at 100% (at no cost to the Member), 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 the 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.

#### 12.5.3.1 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
- **Aspirin to prevent preeclampsia:** the use of low-dose aspirin (81mg/d) as preventive medication after 12 weeks of gestation in women who are high risk for preeclampsia.
- **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 age 40 to 70 who are overweight or obese. Clinicians should offer or refer patients with abnormal blood glucose to intensive behavioral counseling interventions to promote a healthful diet

- and physical activity.
- **Health Diet and Physical Activity** 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
  - **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.
  - **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.
  - **Fall prevention in older adults, exercise or physical therapy** – exercise of physical therapy to prevent falls in community-dwelling adults age 65 years and older who are at increased for falls.
  - **Fall prevention in older adults, vitamin D-** vitamin D supplementation to prevent fall in community-dwelling adults age 65 years and older who are at increased risk for falls.

#### 12.5.3.2 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 Member 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 women age 24 and younger and for older women who are at increased risk.
- **Chlamydia Infection: Pregnant Women**- 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 and all pregnant women, including those in labor, who are untested or whose status is unknown.
- **Low-dose aspirin (81 mg/d)** as preventive medication after 12 weeks of gestation in women who are at high risk for preeclampsia
- **Osteoporosis** screening for women over age 65 or a qualified individual to detect low bone mass and to determine the Member'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
- **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

### 12.5.3.3 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 (12 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 supply 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
- **Height, Length, Weight, Head Circumference, Weight for Length, and Body Mass Index** measurements for children at recommended intervals
- **Hematocrit or Hemoglobin** screening for children
- **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
  - 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.
- **Counseling for skin cancer:** counseling for children 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.
- **Screening for critical congenital heart disease:** screening for critical congenital heart disease with pulse oximetry for newborns, after 24 hours of age, before discharge from the hospital.

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

#### **12.5.3.4 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 Calendar Year: (1) a physical examination to detect prostate cancer, (2) a prostate-specific antigen test for a male Member 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.

#### **12.5.3.5 COLORECTAL CANCER SCREENING EXAM**

You or 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 years or a colonoscopy every ten years.

#### **12.5.3.6 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.

#### **12.5.3.7 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.

#### **12.5.3.8 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.

#### **12.5.3.9 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 Participating Physician.

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 the 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.

#### **12.5.4 HOSPITAL SERVICES**

You and Your Covered Dependents are entitled to the Medically Necessary services of any Participating Hospital to which You or Your Covered Dependent may be admitted by a Participating Physician or a Participating Provider. In the event You or a Covered Dependent are admitted to a Non-Participating Hospital by a Participating Physician or a Participating Provider to whom You or Your Covered Dependent were referred in accordance with Health Plan procedures, the services of the non-Participating Hospital will be covered on the same bases as admission to a Health Plan Hospital, provided admission to the non-Participating Hospital was approved in accordance with this Agreement. Health Plan will cover the cost of a semi-private room, or the equivalent thereof, for covered hospital admissions for routine acute care. For more intense levels of care, that level of care which is Medically Necessary will be covered. Medically Necessary service for an inpatient stay following a mastectomy shall be covered under this provision.

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

- semi private room,
- inpatient meals and special diets, when medically necessary,
- inpatient medications and biologicals,
- intensive care units,
- nursing care, including special duty nursing, when medically necessary,
- short term rehabilitation therapy services in the acute hospital setting,
- inpatient lab, x-ray and other diagnostic tests,
- skilled nursing facility care,
- inpatient medical supplies and dressings,
- anesthesia,
- inpatient oxygen,
- operating room and recovery room,
- inpatient physical therapy,
- inpatient radiation therapy,
- inpatient inhalation therapy,
- administration of whole blood and blood plasma

In order for a service provided in a hospital to be a Covered Service, the hospital should be the medically appropriate setting for that service.

#### **12.5.5 EMERGENCY CARE SERVICES**

##### **12.5.5.1 QUALIFICATION OF EMERGENCY SERVICES**

Medically Necessary Emergency Care is covered by this Agreement, including the treatment and stabilization of an emergency medical condition. However, only those conditions meeting the terms of the definition of Emergency Care will qualify. Health Plan will provide for any medical screening examination or other evaluation required by Texas or federal law that takes place in a hospital emergency facility or comparable facility, and that is necessary to determine whether an emergency medical condition exists.

Medically Necessary Emergency Care received from a non-participating Physician or non-Participating Provider will be reimbursed according to the terms of the Health Care Agreement at the Usual and Customary or agreed upon rate, except for Copayments, and charges for non-covered services.

#### **12.5.5.2 URGENT CARE SERVICES**

Urgent Care services provide 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. Member will be required to pay the Copayment stated in the Schedule of Benefits for Treatment administered at an Urgent Care Facility. Unless designated and recognized by Health Plan as an Urgent Care Facility, neither a hospital nor an emergency room will be considered an Urgent Care Facility.

#### **12.5.5.3 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.

#### **12.5.5.4 EMERGENCY MEDICAL SERVICES**

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

#### **12.5.5.5 TRANSPORTATION TO PARTICIPATING FACILITY AFTER STABILIZATION**

Once You or Your Covered Dependent's condition is stabilized and as medically appropriate, Health Plan may require transfer to a Participating Hospital to appropriately manage patient's care. Where stabilization of an emergency medical condition originates in a hospital emergency facility or comparable facility, Treatment following such stabilization may require approval by Health Plan. The treating physician or provider must make the request for post-stabilization care. Health Plan will approve or deny such request within the time appropriate to the circumstances relating to the delivery of services and the condition of the patient but in no event to exceed one hour from the time of the request.

#### **12.5.5.6 EMERGENCY CARE COVERAGE EXCEPTIONS/LIMITATIONS**

Health Plan will not cover any expenses involving non-emergent/non-urgent Treatments performed or prescribed by non-Participating Physicians or non-Participating Providers, either inside or outside of the Service Area, and for which Health Plan has not authorized an out-of-network referral. Complication of those Treatments will not be covered prior to the date Health Plan arranges for patient's transfer to a Participating Physician or Participating Provider. In no event shall Health Plan cover any Treatments which are excluded from coverage under this Agreement or complications of those Treatments.

#### **12.5.5.7 HOSPITALIZATION AT OTHER THAN PARTICIPATING HOSPITAL**

If You or Your Covered Dependent is hospitalized at other than a Participating Hospital, You must notify Health Plan within forty-eight (48) hours of admission or as soon thereafter as it is reasonably possible, and Health Plan shall provide information about its obligation 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.

#### **12.5.6 MENTAL HEALTH CARE**

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

##### **12.5.6.1 OUTPATIENT MENTAL HEALTH CARE**

For the Treatment of mental illness, You or Your Covered Dependents are entitled to outpatient diagnostic and therapeutic services provided by Participating Psychiatrists and other Health Professionals.

#### **12.5.6.2 INPATIENT MENTAL HEALTH CARE**

For the Treatment of mental illness, You or Your Covered Dependents are entitled to inpatient diagnostic and therapeutic services provided by Participating Mental Health Providers.

#### **12.5.6.3 COPAYMENT FOR MENTAL HEALTH CARE**

For outpatient mental health care, You or Your Covered Dependents are required to pay the Copayment for each outpatient mental health care visit to or by a Participating Provider as stated in the Schedule of Benefits.

For inpatient mental health care, You or Your Covered Dependents are required to pay the Copayment for each day of inpatient mental health care with a Participating Provider as stated in the Schedule of Benefits.

#### **12.5.6.4 TREATMENT FOR CHEMICAL DEPENDENCY**

You or Your Covered Dependents are entitled to Medically Necessary care and Treatment for Chemical Dependency on the same basis as physical illness generally, subject to the Standards for Reasonable Cost Control and Utilization Review for Chemical Dependency Treatment Centers, adopted by the Texas Department of Insurance.

#### **12.5.6.5 COPAYMENTS AND DEDUCTIBLES FOR CHEMICAL DEPENDENCY**

You or Your Covered Dependents are required to pay the same Copayments for Outpatient Treatment for Chemical Dependency as for other outpatient benefits provided under this Agreement. You or Your Covered Dependents are required to pay the same Copayments for Inpatient Treatment for Chemical Dependency as for other inpatient benefits provided under this Agreement.

#### **12.5.7 REHABILITATIVE AND HABILITATIVE THERAPY**

As recommended by a Participating Physician as Medically Necessary, outpatient rehabilitative and habilitative therapy services are available for services physical, inhalation, speech, hearing, manipulative, and occupational therapies. Rehabilitation and services that, in the opinion of the Participating Physician are Medically Necessary, shall not be denied, limited or terminated as long as they meet or 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.

##### **12.5.7.1 EARLY CHILDHOOD INTERVENTION SERVICES**

Medically Necessary Covered Rehabilitation 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.

##### **12.5.7.2 COPAYMENTS FOR REHABILITATIVE AND HABILITATIVE THERAPY**

You are required to pay Copayments for outpatient rehabilitative and Habilitative therapy visits as indicated in the Schedule of Benefits.

##### **12.5.7.3 MANIPULATIVE THERAPY**

You and 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 conditions associated with an injury or illness, including the following:

- Examinations

- Manipulations
- Conjunctive Physiotherapy

#### **12.5.8 HOME HEALTH SERVICES**

Home health services consists of Medically Necessary nursing care that is recommended by a designated Participating Physician, approved in advance by the Medical Director, and provided by a licensed home health care agency with which Health Plan has arranged for You or Your Covered Dependent's care and treatment. 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 Participating Physician and Medical Director shall determine the conditions under which all Medically Necessary services shall be provided. Examples of such conditions include, but 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.

##### **12.5.8.1 COPAYMENTS FOR HOME HEALTH SERVICES**

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.

#### **12.5.9 HOME INFUSION THERAPY BENEFIT**

As recommended by a Participating Physician and approved by Medical Director as Medically Necessary, 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 provisions of this Agreement, and subject to additional Copayments.

##### **12.5.9.1 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.

#### **12.5.10 HOSPICE**

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

##### **12.5.10.1 COPAYMENTS FOR HOSPICE BENEFIT**

Subject to any limits on the maximum number of days for which a Copayment is required, You may be required to pay a Copayment for each day of Hospice Services as stated in the schedule of benefits.

#### **12.5.11 MATERNITY SERVICES**

##### **12.5.11.1 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. Routine deliveries are to be under the care of a Participating Physician at a Participating Hospital.

#### **12.5.11.2 INPATIENT MATERNITY SERVICES**

Coverage includes a minimum of forty-eight hours of inpatient care to a mother and her newborn child following an uncomplicated vaginal delivery and ninety-six 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 Participating Physician or is requested by the mother.

The determination whether a deliver is complicated shall be made by the Participating 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 Post-delivery Care, to be provided by a Participating 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 provider in the mother's home. The timeliness of the care shall be determined in accordance with recognized medical standards for that care.

#### **12.5.11.3 DELIVERY AS EMERGENCY CARE**

In the event You or Your Covered Dependent delivers at a non-Participating Hospital, a routine delivery, that does not meet the definition of Emergency Care, shall not be considered Emergency Care, and will not be a Covered Service.

#### **12.5.11.4 COPAYMENT FOR MATERNITY SERVICES**

You are NOT required to pay a Copayment for outpatient visits to a Health Professional 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 a copayment. 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.

#### **12.5.12 FAMILY PLANNING SERVICES**

##### **12.5.12.1 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 Participating Physician. Examples of such services include:

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

##### **12.5.12.2 COPAYMENTS FOR FAMILY PLANNING**

You are required to pay a Copayment for family planning services as stated in the schedule of benefits.

#### **12.5.13 DURABLE MEDICAL EQUIPMENT/ORTHOTICS/PROSTHETIC DEVICES**

Medically Necessary Durable Medical Equipment, Orthotic Devices, or Prosthetic Devices may be covered under this Agreement. The Medical Director shall determine the conditions under which such equipment and appliances shall be covered. The conditions include, but are not limited to the following: the length of time covered, the equipment covered, the supplier, and the basis of coverage; i.e., rental, purchase, or loan.

##### **12.5.13.1 CONSUMABLE SUPPLIES**

Consumable Supplies associated with the use of covered Durable Medical Equipment, Orthotic Devices and Prosthetic Devices are covered under this Agreement only to the extent that such supplies are required in order to use the specific piece of Durable Medical Equipment, Orthotic Device, or Prosthetic Device. Repair, maintenance, and cleaning due to abnormal wear and tear or abuse are Your responsibility.

#### **12.5.13.2 DURABLE MEDICAL EQUIPMENT**

Durable Medical Equipment may be covered under this Agreement if determined as Medically Necessary by the Medical Director. Ostomy supplies are considered Durable Medical Equipment for purposes of this Provision. Rented or loaned equipment must be returned in satisfactory condition and You are responsible for cleaning and repair required due to abnormal wear and tear or abuse. Coverage for rented or loaned equipment is limited to the amount such equipment would have cost if purchased by Health Plan from a Participating DME provider. Health Plan shall have no liability for installation, maintenance or operation of such equipment for home-based use.

#### **12.5.13.3 PROSTHETIC DEVICES**

Prosthetic Devices may be covered under the conditions determined by the Medical Director and as are Medically Necessary to replace defective parts of the body following injury or illness. Health Plan shall cover the initial device, the initial device, replacement of the device replacement is not due to misuse or loss of the device, and normal repairs. Prosthetic device coverage is limited to the most appropriate model of prosthetic device that adequately meets Your needs as determined by Your Participating Provider. For Prosthetics, Health Plan shall provide coverage subject to the applicable Copayments, specified in the Schedule of Benefits.

#### **12.5.13.4 HEARING AIDS**

We provide coverage for the cost of one hearing aid per hearing impaired ear, every 36 months. This coverage also includes services related to a covered hearing aid device prescribed by a licensed audiologist, hearing instrument specialist, or an ear, nose and throat (ENT) doctor, including:

- the initial hearing aid evaluation
- fitting and adjustments
- qualifying supplies such as ear molds

Coverage is subject to all of the requirements for the health plan and doesn't include replacement hearing aid batteries.

#### **12.5.13.5 ORTHOTIC DEVICES**

Medically Necessary Orthotic Devices may be covered under this Agreement. Health Plan shall cover the initial device and replacement of the device, if replacement is not due to misuse or loss of the device and normal repairs. Orthotic device coverage is limited to the most appropriate model of orthotic device that adequately meets Your needs as determined by your Participating Provider, Health Plan shall provide coverage for Orthotic Devices subject to the applicable Copayments specified in the Schedule of Benefits.

#### **12.5.14 COVERAGE OF PRESCRIPTION DRUGS**

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

##### **12.5.14.1 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 Participating Health Professional, or
- b. in connection with emergency Treatment, a Health Professional in attendance on You or Your Covered Dependent at an emergency facility, or
- c. by a Referral Health Professional to whom You or Your Covered Dependent has been referred by a Participating Health Professional; which are used for the Treatment of an illness or injury covered under this Agreement;
- d. filled through a Health Plan Participating Pharmacy in accordance with this Agreement.

As medically appropriate, the Medical Director may require the substitution of any drug for another drug or form of Treatment which, based upon the recommendations of the Pharmacy and Therapeutics Committee or expedited

review subcommittee, and the Medical Director's professional judgment, provides equal or better results at a lower 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.

#### **12.5.14.2 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 not approved, or peer reviewed medical literature has not deemed as a medically- accepted use for the proposed indication.

#### **12.5.14.3 EVIDENCE BASED FORMULARY DEVELOPMENT**

Health Plan provides coverage for prescription drugs in accordance with an evidence based formulary developed by physicians and pharmacists comprising the Pharmacy and Therapeutics Committee. A formulary is a list of drugs for which Health Plan provides coverage. The Pharmacy and Therapeutics Committee meets at least quarterly to review the scientific evidence, economic data, and a wide range of other information about drugs for potential formulary placement and coverage. 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 rebates. 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.

#### **12.5.14.4 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.

#### **12.5.14.5 FORMULARY LISTS**

Copayments 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. Drugs on the Health Plan formulary, which are preferred name brand drugs require an increased Copayment. Drugs, which are non preferred, may not be covered by the Health Plan or may require the largest Copayment, depending on the plan of benefits selected.

Prescription drugs designated on the drug formulary as Preferred Specialty Pharmacy drugs that are dispensed and self-administered or administered in the office of a Participating Provider are covered under this Agreement, subject to the Preferred 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.

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.

To request coverage for a non-formulary medication, You, Your Covered Dependents, or the prescribing Health Professional must submit a request for prior authorization 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 10, COMPLAINT AND APPEAL PROCEDURES/UTILIZATION REVIEW REQUIREMENTS, of the Evidence of Coverage).

#### **12.5.14.6 INPATIENT PRESCRIPTION DRUGS**

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

#### **12.5.14.7 PREFERRED SPECIALTY PHARMACY DRUGS**

Certain classes of Preferred Specialty Pharmacy Drugs must be dispensed from one of the participating Specialty Pharmacy providers. Such classes of Preferred Specialty Pharmacy Drugs dispensed by a participating Specialty Pharmacy provider will be subject to the formulary Copayment for Specialty Pharmacy Drugs specified in the Schedule of Benefits. Failure to obtain these specific classes of Specialty Pharmacy Drugs from the participating Specialty Pharmacy provider may result in denial of coverage for such Specialty Pharmacy Drug. You or Your Covered Dependent may contact the Health Plan to obtain a copy of the classes of Specialty Pharmacy Drugs which must be obtained from the Participating Scott and White Specialty Pharmacy Providers.

**12.5.14.8 OFFICE OR CLINIC ADMINISTERED NON-SPECIALTY PHARMACY DRUGS** 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 Participating Provider or in another Outpatient setting, will be covered as a part of Your Medical Services benefit, and no additional Copayments are required for outpatient prescription drugs so dispensed and administered. These drugs may require preauthorization by a Medical Director in order to be covered as part of Your Medical Services benefit.

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 Participating Provider or other Outpatient setting.

#### **12.5.14.9 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 SWHP 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 10, COMPLAINT AND APPEAL PROCEDURES/UTILIZATION REVIEW REQUIREMENTS, of the Evidence of Coverage).

#### **12.5.14.10 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;
- 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 Evidence 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. except for medical emergencies, drugs not obtained at a Participating Pharmacy;
- k. drugs given or administered to You or a Covered Dependent while at a hospital, skilled nursing facility, or other facility;
- l. blood, blood plasma, and other blood products;
- m. a prescription that has an over the counter alternative;
- n. 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
- o. drugs for the treatment of sexual dysfunction, impotence, or inadequacy.

#### **12.5.14.11 REFILL LIMITATIONS**

Refill prescription will not be covered until You or Your Covered Dependent's existing supply is less than 25%-50% of the refill prescription amount.

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

#### **12.5.14.12 MAINTENANCE DRUGS**

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

#### **12.5.14.13 COPAYMENTS, DEDUCTIBLE**

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

#### **12.5.14.14 ORAL ANTICANCER MEDICATIONS**

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

Prescriptions for drugs included in the Oral Oncology Dispensing Program filled on or after January 1, 2016 will be restricted to a 14-day supply for the first two months of therapy. Note that for members with a flat fee co-payment, drugs included in the Oral Oncology Dispensing Program will be subject to 50% of the applicable copayment amount as listed in the schedule of benefits. Following the first four fills of a drug in the Oral Oncology Dispensing Program, at the same strength, members continuing on therapy may fill their prescription for a maximum day supply allowed per the schedule of benefits.

#### **12.5.15 OUTPATIENT RADIOLOGICAL OR DIAGNOSTIC EXAMINATIONS**

Outpatient Radiological and Diagnostic exams shall be covered as Medically Necessary and as prescribed and authorized by a Participating Physician or Provider. Examples of such services include:

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

##### **12.5.15.1 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 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 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.

#### **12.5.16 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 Participating 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 breast are similar, as opposed to identical, in size and shape.

#### **12.5.17 MINIMUM INPATIENT STAY FOLLOWING MASTECTOMY OR RELATED PROCEDURE**

Health Plan coverage for the treatment of breast cancer includes coverage of a minimum of forty-eight hours of inpatient care following a mastectomy and twenty-four 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 determines that a shorter period of inpatient care is appropriate.

#### **12.5.18 TREATMENT FOR CRANIOFACIAL ABNORMALITIES**

Coverage 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 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.

#### **12.5.19 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 Participating Physician or Health Professional, 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 Participating Physician or Health Professional.

##### **12.5.19.1 COPAYMENTS/MAXIMUMS FOR DIABETIC EQUIPMENT AND SUPPLIES**

Diabetic Equipment and Diabetic Supplies shall be provided according to the terms of this Agreement. Diabetic Supplies shall be covered in quantities as states in the Schedule of Benefits. Health Plan will not cover a renewal of a Diabetic Supply until You or Your Covered Dependent's existing supply will be depleted in less than 10 days. You are required to pay Copayments for Diabetic Equipment, Diabetic Supplies, and Diabetic Self-Management Trainings as stated in the Schedule of Benefits.

#### **12.5.20 TRANSPLANT SERVICES**

Covered transplants, using human tissue and FDA approved artificial devices only, if determined Medically Necessary and approved by the Medical Director as not Experimental or not Investigational for the Member's condition may include

- Kidney transplants;
- Cornea transplants;
- Liver transplants;
- Bone marrow transplants for aplastic anemia, leukemia, severe combined immunodeficiency disease, and Wiskott-Aldrick 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 if You or Your Covered Dependent, and
- 2) the donor/procurements costs are not covered by the donor's Health Benefit Plan.

- 3) if the donor's Health Benefit Plan does not cover donor/procurement costs, such costs will be covered.

#### **12.5.21 ACQUIRED BRAIN INJURY**

Submit 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 testing,
- Neuropsychological treatment,
- 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 expenses of appropriate post-acute care treatment 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.

#### **12.5.21.1 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 other Covered Services provided by the Health Plan.

#### **12.5.22 AUTISM SPECTRUM DISORDER SERVICES**

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

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

- 1) evaluation as 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 Participating Provider, which for purposes of this benefit may include:

- a health care practitioner who is licensed, certified, or registered by an appropriate agency of Texas;
- a provider whose professional credential is recognized and accepted by an appropriate agency of the United States; or
- a provider who is certified as a provider under the TRICARE military health system.

#### **12.5.22.1 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 health benefit plan.

#### **12.5.23 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.

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

As ordered by a Participating Physician, Medically Necessary Amino Acid-Based Elemental Formulas may be covered under this Agreement.

##### **12.5.24.1 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 disorder, 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.

##### **12.5.24.2 COPAYMENTS AND LIMITATIONS ON AMINO-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.

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

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

Screening is provided for each covered individual who is:

- 1) a male older than 45 years of age and younger than 76 years of age; or
- 2) a female older than 55 years of age and younger than 76 years of age; and
- 3) who:
  - a. is diabetic; or
  - b. has a risk of developing coronary heart disease, based on score derived using the Framingham Heart Study coronary predication algorithm, which is intermediate or higher.

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

Subject to the terms of this Agreement and the Exclusion and Limitations Provisions herein, You or Your Covered Dependents may be covered for Routine Patient Care Costs in connection with You or Your Covered Dependent's participating 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 paragraphs:

- A. Federally funded trials The study or investigation is approved or funded by one or more of the following:
  - i. the Centers of Disease Control and Prevention of the United State Department of Health and Human Services;
  - ii. the National Institutes of Health;
  - iii. the Agency for Health Care Research and Quality;
  - iv. the Centers for Medicare & Medicaid Services;
  - v. cooperation group or centers of any of the entities described in clauses (i)-(iv) of the Department of Defense or the Department of Veteran Affairs;
  - vi. a qualified non-government research entity identified in the guidelines issued by the National Institutes of Health for center support grants;
  - vii. 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;
  - viii. 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 Institute of Health, and assured 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;
    - 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.

##### **12.5.26.1 COPAYMENTS AND LIMITATIONS 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.

##### **12.5.26.2 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.

### **12.5.27 PEDIATRIC VISION SERVICES**

Your Covered Dependent Children age 18 and under are entitled to eye exams and prescriptive eyewear when such eyewear is prescribed by a Participating Physician or participating optometrist and is obtained at a Health Plan participating 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; and
  - frames one every calendar year; or
- contact lenses once every calendar year.

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

#### **12.5.27.1 COPAYMENTS FOR PEDIATRIC VISION**

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

### **12.5.28 OUT-OF-NETWORK REFERRALS**

Except for Emergency Care Services, all services under this Agreement must be provided by Participating Physicians, Participating Providers, or Participating Hospitals, unless a Participating Physician or Provider requests a referral to a non-Participating Physician, Provider or Hospital and such referral receives prior approval by the Health Plan Medical Director. If an out-of-network referral is authorized, Health Plan provides services only to the extent such services are covered under this Agreement. Each out-of-network referral is subject to separate review and approval. For example, an authorization for Treatment by a particular non-Participating Physician does not also authorize hospitalization in a hospital which is not a Participating Hospital or referral to another physician by the non-Participating Physician. In cases involving a non-emergency, Health Plan will not cover any expenses associated with Treatments performed or prescribed by non-Participating Physicians, Provider, or Hospitals, either inside or outside of the Service Area, for which Health Plan has not authorized an out-of-network referral. Complications of such non-authorized Treatments will not be covered prior to the date Health Plan arranges for You or Your Covered Dependent's transfer to Participating Physicians, Participating Providers, or a Participating Hospital. In no event shall Health Plan cover any Treatment which are excluded from coverage under this Agreement or complications of those Treatments.

#### **12.5.28.1 OUT OF POCKET EXPENSES FOR REFERRALS**

You are required to pay the same Copayments and Deductibles, as applicable, for authorized referral Treatments as would be required for other benefits provided under this Agreement. For example, if a referral to a non-Participating Hospital is authorized, You will be required to pay the same Copayments and Deductibles, if any, as You would for admission to a Participating Hospital.

### **12.5.29 DENTAL SERVICES**

Dental services are not provided except for: care or treatment due to accidental injury to sound natural teeth and supporting tissue within 12 months of the accident; or dental care or treatment necessary due to congenital disease or anomaly.

### **12.5.30 OVARIAN CANCER SCREENING TESTS**

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 age 18 or older.

## **13. EXCLUSIONS AND LIMITATIONS**

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

### **13.1 Abortions**

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

### **13.2 Altered Sexual Characteristics**

Any procedures or treatments designed to alter physical characteristics of You or Your Covered Dependent from You, or Your Covered Dependent's biologically determined sex to those of another sex, regardless of any diagnosis of gender role disorientation or psychosexual orientation, including treatment for hermaphroditism and any studies or treatment related to sex transformation or hermaphroditism, are excluded.

### **13.3 Breast Implants**

Non-Medically Necessary implantation of breast augmentation devices, removal of breast implants, and replacement of breast implants are excluded.

### **13.4 Chiropractic Services**

Chiropractic Services, other than those described in the Manipulative Therapy provision, are excluded.

### **13.5 Cosmetic or Reconstructive Procedures or Treatment**

Cosmetic or reconstructive procedures or other Treatment which improve or modify a Member's appearance are excluded, except breast reconstruction incident to mastectomy and reconstructive surgery 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 for a Covered Dependent younger than 18 years. Examples of excluded procedures include, but are not limited to, gastric stapling or other Treatments relating to obesity, face lifts, osteotomies, correction of malocclusions, rhinoplasties, and mammoplasties. The only exceptions to this exclusion include certain procedures determined as Medically Necessary and approved by the Medical Director 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.

### **13.6 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.

### **13.7 Custodial Care**

Custodial Care as follows is excluded:

- Any services, 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; and
- 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.

**13.8 Dental Care**

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

**13.9 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.

**13.10 Elective Treatment or Elective Surgery**

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

**13.11 Exceeding Benefit Limits**

Any services provided to an Enrollee who has exceed or any Annual Benefit Maximum is excluded from coverage.

**13.12 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 12.5.26 of this Agreement.

**13.13 Family Member (Service 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 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 different charge is usually made in the absence of health care coverage, are excluded.

**13.14 Family Planning Treatment**

The reversal of an elective sterilization procedure and condoms for males are excluded.

**13.15 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.

**13.16 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.

**13.17 Illegal Acts**

Services received for any condition caused by a Member's commission of, or attempt to commit an illegal act, are excluded from coverage.

**13.18 Infertility Diagnosis and Treatment**

The following infertility services are not covered:

- in vitro fertilization ~~unless covered by a rider~~;
- artificial insemination;
- gamete intrafallopian transfer, and similar procedures;
- 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.

**13.19 Mental Health**

Services for mental illness or disorders are limited to those services described in “Mental Health Care” provision of this Agreement.

**13.20 Miscellaneous**

Artificial aids, corrective appliances, and non-prescribed medical supplies, such as batteries (other than batteries for diabetes equipment and supplies), crutches, condoms, canes, dressings, syringes (except for insulin syringes), penile implants, and dentures are excluded.

**13.21 Non-Covered Benefits/Services**

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

**13.22 Non-Emergent Treatment for Non-Participating Providers**

In cases involving non-emergent Treatments performed or prescribed by non-Participating Providers, either inside or outside of the Service Area, and for which Health Plan has not authorized an out-of-network referral, Health Plan will not cover any expenses associated with such Treatments. Complications of those Treatments will not be covered prior to the date Health Plan arranges for Member’s transfer to Participating Providers.

**13.23 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, Customary, and Reasonable charges for such services or supply prevailing in the area in which the service or supply was received.

**13.24 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.

**13.25 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 license 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;
- medical research.

**13.26 Prescription Drug Exclusions**

The Prescription Drug Benefit excluded the following:

- a. drugs which do not require a physician’s order for dispensing (sometimes commonly referred to as “over the counter” drugs), except insulin and drugs that are considered preventive care under section 12.5.3

- 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;
- d. drugs not approved by the Food and Drug Administration for use in humans for the condition, dose, duration, and frequency being treated;
- e. drugs used for cosmetic purposes;
- f. drugs used for Treatments or medical conditions not covered by this Agreements
- g. drugs used primarily for the Treatment of Infertility;
- h. vitamins not requiring a prescription'
- i. any initial or refill prescription dispenses more than one year after the date of the physician's order'
- j. expect for medical emergencies, drugs not obtained at a Participating Pharmacy;
- k. drugs given or administered to You or Your Covered Dependent while at a hospital, skilled nursing facility; or other facility;
- l. blood, blood plasma, and other blood products;
- m. a prescription that has an over the counter alternative; or
- n. initial or refill prescriptions the supply of which would extent past the termination of this Agreement; even if the physician order was issued prior to termination; **or**
- o. drugs for the treatment of sexual dysfunction, impotence, or inadequacy

**13.27 Refractive Keratotomy**

Radial Keratotomy and other refractive eye surgery are excluded.

**13.28 Reimbursement**

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

**13.29 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, are excluded.

**13.30 Speech and Hearing Loss**

Services for the loss or Impairment of speech or hearing are limited to those rehabilitation services described in the Rehabilitation Therapy provision.

**13.31 Therapies and Treatments**

The following therapies and treatments are not covered: Equine therapy, cranial sacral therapy, recreational therapy, exercise programs, hypnotherapy, music therapy, reading therapy, sensory integration therapy, vision therapy, vision training, orthoptic therapy, orthoptic training, behavioral vision therapy, visual intergration, vision therapy, orthotrispy, massage therapy, and oral allergy therapy.

**13.32 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.

**13.33 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 Member 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 Participating Physician or Participating Provider and a Medical Director.

**13.34 Unauthorized Services**

Non-emergency Health Care Services which are not provided, ordered, prescribed, or authorized by a Participating Physician or Participating Provider are excluded.

**13.35 Vision Corrective Surgery, Including Laser Application**

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

**13.36 War, Insurrection or Riot**

If the rendition of Health Care Services is delayed or rendered impractical due to circumstances beyond the reasonable control of Health Plan, such as complete or partial destructions of facilities due to war, riot, civil insurrection; act of terrorism, labor dispute, or the like, neither Health Plan, nor any Health Professional, nor any facility contracting with Health Plan, shall have any liability due to lack of available facilities or personnel.

**13.37 Weight Reduction**

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

## SCHEDULE OF BENEFITS

	BENEFITS	COPAYMENT/DEDUCTIBLE
	<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> \$6,400/\$12,800</p>
	<p><b>Family Deductible is embedded</b> The Deductible applies to Out-of-Pocket Maximum</p> <p>Any individual member can receive benefits after that member has satisfied his or her Calendar Year deductible. The entire Family Year Deductible must be satisfied before benefits are payable for an individual member</p>	
	<p><b>Out of Pocket Maximum (Contract Year)</b> No carryover will be allowed The maximum amount of Out of Pocket Expenses to be incurred by You or Your Covered Dependent</p> <p>The Out of Pocket Maximum will be indexed annually based on applicable Federal guidelines</p>	<p><b>Individual/Family</b> \$7,150/\$14,300</p> <p>Once the Out-of-Pocket Maximum shown above is reached, Services will be covered at 100%</p>
	<p><b>Outpatient Services</b> Copayment for each office visit to a PCP First Office Visit per Member per Year</p> <p>Subsequent Office Visits per Member per Year</p>	<p>\$50 copay</p> <p>20% after deductible</p>
	Copayment for each office visit to a Specialist	20% after deductible
	Copayment for each vial of serum used for allergy Treatments	\$50 copay
	Routine Adult Eye Exam (one per Calendar Year)	20% after deductible
	<b>Preventive Care Services</b>	No charge
	<p><b>Inpatient Services</b> Copayment for each day that you are hospitalized</p> <p>Maximum number of days, per admission, you pay an inpatient Copayment</p>	<p>20% after deductible</p> <p>365 days</p>
	<p><b>Skilled Nursing Facility</b> Maximum number of days of Skilled Nursing Facility days per Year covered by Health Plan</p>	25 visit(s) per year
	<p><b>Emergency Care Services</b> Copayment for each visit to an Emergency Room Copayment waived if admitted to the hospital</p>	20% after deductible
	<p><b>Urgent Care Services</b> Copayment for care received at an Urgent Care Facility</p>	\$50 copay for first visit, then 20% after deductible for subsequent

	BENEFITS	COPAYMENT/DEDUCTIBLE
		visits
	<b>Outpatient Mental Health Care</b> Copayment for each outpatient visit	\$50 copay for first visit, then 20% after deductible for subsequent visits
	<b>Inpatient Mental Health Care</b> Copayment for each day that you are hospitalized	20% after deductible
	Maximum number of days, per admission, you pay an inpatient Copayment	365
	<b>Treatment for Chemical Dependency</b> Copayment for each outpatient visit	\$50 copay for first visit, then 20% after deductible for subsequent visits
	Copayment for each day that you are hospitalized	20% after deductible
	Maximum number of days, per admission, you pay an inpatient Copayment	365
	<b>Rehabilitative and Habilitative Services</b> Copayments for each outpatient therapy visit	20% after deductible
	Maximum number of Rehabilitative and Habilitative Therapy visits per Year covered by Health Plan	35 visit(s) per year
	<b>Manipulative Therapy</b> Copayment for each outpatient therapy visit to or by a Participating Provider other than a Primary Care Physician	Same as other rehabilitative therapy
	<b>Home Health Services</b> Copayments for each Home Health Service visit	20% after deductible
	Maximum number of Home Health Service visits per Year covered by Health Plan	60 visit(s) per year
	<b>Maternity Services</b> Copayment for each prenatal outpatient visit	No Charge
	Copayment for each postnatal outpatient	20% after deductible
	Copayment for each day you are hospitalized	20% after deductible
	Maximum number of days, per admission, you pay an inpatient Copayment	365
	<b>Family Planning Services</b> Copayment for each outpatient visit	20% after deductible
	<b>DME/Orthotic/Prosthetic Devices</b> Copayments for Durable Medical Equipment, orthotics, and prosthetic devices and all other related covered services	20% after deductible
	Copayment for Durable Medical Equipment	20% after deductible
	Copayment for Orthotic Devices and Prosthetic Devices	20% after deductible
	Copayment for each outpatient visit to or by a Participating Provider other than a Primary Care Physician	20% after deductible
	Hearing Aids- every 36 months	20% after deductible
	<b>Prescription Drug Program</b> Copayments do not apply to Medical Deductible. Copayment and Deductibles apply to the Out of Pocket Maximums. Covered Persons electing to purchase brand name drugs	

	BENEFITS	COPAYMENT/DEDUCTIBLE
	when a generic equivalent is available, will be required to pay the non-formulary copayment, but in no case will Covered Person be required to pay more than the retail price of the drug.	
	<b>Participating Provider Benefit</b>	
	Preferred Generic Drugs	\$17 copay
	Preferred Brand Drugs	50% after deductible
	Non-preferred Generic and non-preferred Brand drugs	50% after deductible
	Preferred Specialty Drugs	50% after deductible
	Maintenance Prescriptions  Available when obtained through a Baylor Scott & White Pharmacy or when using the mail-order prescription service	Generic and Brand preferred and non-preferred copayment will be 2 times the applicable amount indicated above after Family Deductible  90 day supply maximum
	Mail Order Prescription Service: 90 day supply maximum  Note: Non-maintenance drugs obtained through the mail order prescription service will still be limited to a 30 day supply maximum	
	Prescription Deductible You are required to pay a Deductible for out-of-pocket expenses prior to receiving coverage for covered prescription drugs	Not applicable
	<b>Outpatient Radiological or Diagnostic Examinations</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	20% after deductible
	<b>Breast Reconstruction Benefits</b> Copayment for Breast Reconstruction benefits	Same as for other benefits
	<b>Diabetic Supplies, Equipment, and Self-Management Training</b> Copayment for Diabetic Equipment and Diabetic Supplies	Same as prescription drugs or durable medical equipment and supplies, as appropriate
	Copayment for Diabetes Self-Management Training	Same as for other outpatient services
	<b>Acquired Brain Injury</b>	Same as for other outpatient services
	<b>Amino Acid-Based Elemental Formulas</b>	20% after deductible
	<b>Cardiovascular Disease Screening Test</b> Copayment for CT scans measuring coronary artery calcification, once every five years	Same as for other CT scans
	Copayment for Ultrasonography measuring ceratoid intima-media thickness and plaque	Same as for other Ultrasound scans

	BENEFITS	COPAYMENT/DEDUCTIBLE
	<b>Routine Patient Care Costs for Clinical Trials</b> Copayments for routing patient care costs for clinical trials	Same as for other benefits
	<b>Pediatric Vision Services</b> Copayment for one visit per Calendar Year to a participating optometrist or participating ophthalmologist	20% after deductible
	Copayment for single vision eyewear; subject to a maximum of one pair of glasses per Calendar Year	20% after deductible
	Copayment for bifocals or trifocals; subject to a maximum of one pair of glasses per Calendar Year	20% after deductible
	Copayment for contact lenses	20% after deductible
	<b>Out of Pocket Expenses for Referrals</b> You are required to pay the same Copayments and Deductibles, as applicable, for authorized referral Treatment by SWHP to a non-Participating provider	Same as for other benefits

**English:**

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-321-7947 (TTY: 1-800-735-2989). Scott & White Health Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

**Spanish:**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-321-7947 (TTY: 1-800-735-2989). Scott & White Health Plan cumple con las leyes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, nacionalidad, edad, discapacidad o sexo.

**Vietnamese:**

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800 321-7947 (TTY: 1-800-735-2989). Scott & White Health Plan tuân thủ luật dân quyền hiện hành của Liên bang và không phân biệt đối xử dựa trên chủng tộc, màu da, nguồn gốc quốc gia, độ tuổi, khuyết tật, hoặc giới tính.

**Chinese:**

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-321-7947 (TTY: 1-800-735-2989)。Scott & White Health Plan 遵守適用的聯邦民權法律規定，不因種族、膚色、民族血統、年齡、殘障或性別而歧視任何人。

**Korean:**

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-321-7947 (TTY: 1-800-735-2989) 번으로 전화해 주십시오. Scott & White Health Plan 은(는) 관련 연방 공민권법을 준수하며 인종, 피부색, 출신 국가, 연령, 장애 또는 성별을 이유로 차별하지 않습니다.

**Arabic:**

ملحوظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 800-321-7947-1 (رقم هاتف الصم والبكم: 1-800-735-2989). يلتزم Scott & White Health Plan بقوانين الحقوق المدنية الفدرالية المعمول بها ولا يميز على أساس العرق أو اللون أو الأصل الوطني أو السن أو الإعاقة أو الجنس.

**Urdu:**

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال کریں 1-800-321-7947 (TTY: 1-800-735-2989)۔ Scott & White Health Plan ل باقظا لاق قرہشقی قافی وققوقے کے اے پاترکل یمعندی کنیند اور یہ کہ نسل، رنگ، قومیت، عمر، معزوری یا جنس کی بنیاد پر امتیاز نہیں کرتا۔

**Tagalog:**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-321-7947 (TTY: 1-800-735-2989). Sumusunod ang Scott & White Health Plan sa mga naaangkop na Pederal na batas sa karapatang sibil at hindi nandidiskrimina batay sa lahi, kulay, bansang pinagmulan, edad, kapansanan o kasarian.

**French:**

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-321-7947 (ATS : 1-800-735-2989). Scott & White Health Plan respecte les lois fédérales en vigueur relatives aux droits civiques et ne pratique aucune discrimination basée sur la race, la couleur de peau, l'origine nationale, l'âge, le sexe ou un handicap.

**Hindi:**

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-321-7947 (TTY: 1-800-735-2989) पर कॉल करें। Scott & White Health Plan लागू होने योग्य संघीय नागरिक अधिकार कानून का पालन करता है और जाति, रंग, राष्ट्रीय मूल, आयु, विकलांगता, या लिंग के आधार पर भेदभाव नहीं करता है।

**Persian:**

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-321-7947 (TTY: 1-800-735-2989) تماس بگیرید. Scott & White Health Plan از قوانین حقوق مننی فدرال مربوطه تبعیت می کند و هیچگونه تبعیضی بر اساس نژاد، رنگ پوست، اصلیت ملیتی، سن، ناتوانی یا جنسیت افراد قابل نمی شود.

**German:**

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-321-7947 (TTY: 1-800-735-2989). Scott & White Health Plan erfüllt geltenden bundesstaatliche Menschenrechtsgesetze und lehnt jegliche Diskriminierung aufgrund von Rasse, Hautfarbe, Herkunft, Alter, Behinderung oder Geschlecht ab.

**Gujarati:**

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-321-7947 (TTY: 1-800-735-2989). Scott & White Health Plan લાગુ પડતા સમવાયી નાગરિક અધિકાર કાયદા સાથે સુસંગત છે અને જાતિ, રંગ, રાષ્ટ્રીય મૂળ, ઉંમર, અશક્તતા અથવા લિંગના આધારે ભેદભાવ રાખવામાં આવતો નથી.

**Russian:**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-321-7947 (телетайп: 1-800-735-2989). Scott & White Health Plan соблюдает применимое федеральное законодательство в области гражданских прав и не допускает дискриминации по признакам расы, цвета кожи, национальной принадлежности, возраста, инвалидности или пола.

**Japanese:**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-321-7947 (TTY:1-800-735-2989) まで、お電話にてご連絡ください。Scott & White Health Plan は適用される連邦公民権法を遵守し、人種、肌の色、出身国、年齢、障害または性別に基づく差別をいたしません。

**Laotian:**

ໂປດຊາບ: ຖ້າວ່າ ທ່ານ ເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍ ເຫຼືອດ້ານພາສາ, ໃດ ຍໍ່ ແຈ້ງ ຄ່າ ບໍ່ ມີ ທ່ານ. ໂທ 1-800-321-7947 (TTY: 1-800-735-2989). Scott & White Health Plan ບໍ່ ດິດຕາມ ກົດໝາຍວ່າດ້ວຍສິດທິ ພົນລະເມືອງຂອງ ສະຫະລັດ ກ່ຽວກັບ ບັງຄັບ ໃຊ້ ແລະ ບໍ່ ຈຳ ແນກ ໃດ ອົງ ໃສ່ ພົນ ການ ຕົ້ນ ຜູ້ ອຸ ຊາດ, ສີ ຜິວ, ຊາດ ກຳ ຜິດ, ອາຍຸ, ຄວາ ມີ ພາການ, ຫຼື ເພດ.