

This certificate of coverage is only a representative sample and does not constitute an actual insurance policy or contract.

# Your Health Care Benefits Program



## The HMO Plan

Group #12345A

2015 HMO Large Group Sample



**BlueCross BlueShield of Texas**

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**BLUE CROSS AND BLUE SHIELD OF TEXAS  
A DIVISION OF HEALTH CARE SERVICE CORPORATION  
(herein called “BCBSTX” or “HMO”)**

**1001 East Lookout Drive  
Richardson, Texas 75082  
1-877-299-2377**

**CERTIFICATE OF COVERAGE**

This Certificate of Coverage (“Certificate”) is part of the Group Agreement (“Group Agreement”) between the Group and Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation (“HMO”). The Group Agreement determines the terms and conditions of coverage. Provisions of this Certificate include the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any amendments, or attachments, which may be delivered with the Certificate or added later.

HMO agrees to provide You coverage for benefits in keeping with the conditions, rights, and privileges set forth in this Certificate. Your coverage under this Certificate is subject to all the conditions and provisions of the Group Agreement.

This Certificate describes Your covered health care benefits. Coverage for services or supplies is provided only if furnished while You are a Member and this coverage is in force. Except as shown in **GENERAL PROVISIONS: Cobra Continuation Coverage and State Continuation Coverage**, coverage is not provided for any services received before coverage starts or after coverage ends.

Certain words have specific meanings in this Certificate. Defined terms are capitalized and shown in the appropriate provision or in the **DEFINITIONS** section and in the amendments or attachments to this Certificate, if applicable.

The Group Agreement relating to this Certificate is not a workers’ compensation insurance policy. Ask Your employer if they subscribe to the workers’ compensation system. This Certificate is governed by applicable federal law and the laws of Texas.

Please read this entire Certificate carefully, as it describes Your rights and obligations and those of the HMO. It is Your Group’s and Your responsibility to understand these terms and conditions, because in some circumstances, certain medical services are not covered or may require Preauthorization by HMO.

No services are covered by this Certificate if current Premiums have not been paid. If the Group Agreement is terminated for nonpayment of Premium, You are responsible for the cost of services received during the thirty (30) day Grace Period.

This Certificate applies only to Your HMO coverage. It does not limit Your ability to receive health care services that are not Covered Services.

No Participating Provider or other Provider, institution, facility or agency is an agent or employee of HMO.

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Sample

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**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call HMO's toll-free telephone number for information or to make a complaint at:

**1-877-299-2377**

You may also write to HMO at:

Blue Cross and Blue Shield of Texas,  
a Division of Health Care Service Corporation  
P.O. Box 660044  
Dallas, Texas 75266-0044

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**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 informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de HMO's para informacion o para someter una queja al:

**1-877-299-2377**

Usted tambien puede escribir a HMO:

Blue Cross and Blue Shield of Texas,  
a Division of Health Care Service Corporation  
P.O. Box 660044  
Dallas, Texas 75266-0044

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**NOTICE OF SPECIAL TOLL-FREE  
COMPLAINT NUMBER**

**TO MAKE A COMPLAINT ABOUT A  
PRIVATE PSYCHIATRIC HOSPITAL,  
CHEMICAL DEPENDENCY TREATMENT  
CENTER, OR PSYCHIATRIC OR  
CHEMICAL DEPENDENCY SERVICES AT  
A GENERAL HOSPITAL, CALL:**

**1-800-832-9623**

Your complaint will be referred to the state agency that regulates the hospital or chemical dependency treatment center.

**AVISO DE NUMERO TELFONICOGRATIS  
ESPECIAL PARA QUEJAS**

**PARA SOMETER UNA QUEJA ACERCA  
DE UN HOSPITAL PSIQUIATRICO  
PRIVADO, DE CENTRO TRATAMIENTO  
PARA LA DEPENDENCIA QUIMICA, DE  
SERVICIOS PSIQUIATRICOS O DE  
DEPENDENCIA QUIMICA EN UN  
HOSPITAL GENERAL, LLAME A:**

**1-800-832-9623**

Su queja sera referida a la agencia estatal que regula la hospital o centro de tratamiento para la dependencia quimica.

Sample

## TABLE OF CONTENTS

### CERTIFICATE OF COVERAGE

<b>IMPORTANT NOTICE</b> .....	<b>1</b>
<b>SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS</b> .....	<b>3</b>
<b>DEFINITIONS</b> .....	<b>9</b>
<b>WHO GETS BENEFITS</b> .....	<b>16</b>
Eligibility .....	16
Enrollment and Effective Date of Coverage .....	17
<b>HOW THE PLAN WORKS</b> .....	<b>21</b>
Provider Information .....	21
Selecting a PCP .....	21
Changing Your PCP .....	22
Continuity of Care .....	22
Specialist as PCP .....	22
Out-of-Network Services .....	23
Your Responsibilities .....	24
Member Claims Refund .....	25
<b>SERVICE AREA</b> .....	<b>26</b>
<b>COMPLAINT AND APPEAL PROCEDURES</b> .....	<b>28</b>
How to File a Complaint with the HMO .....	28
How to Appeal an HMO Complaint Decision .....	28
How to Appeal to the Texas Department of Insurance .....	30
How to Appeal an Adverse Determination .....	30
Expedited Appeal of Adverse Determination .....	31
How to Appeal to an Independent Review Organization (IRO) .....	31
<b>COVERED SERVICES AND BENEFITS</b> .....	<b>32</b>
Copayments .....	32
Out-of-Pocket Maximums .....	32
Inpatient Hospital Services .....	32
Outpatient Facility Services .....	34
Outpatient Laboratory and X-Ray Services .....	34
Rehabilitation Services .....	34
Maternity Care and Family Planning Services .....	35
Behavioral Health Services .....	35
Emergency Services .....	36
Ambulance Services .....	37
Extended Care Services .....	37
Health Maintenance and Preventive Services .....	37
Dental Surgical Procedures .....	39
Cosmetic, Reconstructive or Plastic Surgery .....	40
Allergy Care .....	40
Diabetes Care .....	40
Prosthetic Appliances and Orthotic Devices .....	41
Therapies for Children with Developmental Delays .....	41
Autism Spectrum Disorder .....	42
Routine Patient Costs for Participants in Certain Clinical Trials .....	42
<b>LIMITATIONS AND EXCLUSIONS</b> .....	<b>43</b>

<b>PHARMACY BENEFITS</b> .....	<b>47</b>
Definitions .....	47
Covered Drugs .....	48
Selecting a Pharmacy .....	48
Your Cost .....	49
About Your Benefits .....	49
Limitations and Exclusions .....	52
<b>GENERAL PROVISIONS</b> .....	<b>54</b>
Termination of Coverage .....	54
COBRA Continuation Coverage .....	56
State Continuation Coverage .....	57
Coordination of Benefits .....	59
Reimbursement - Acts of Third Parties .....	62
Alternate Service Area Access .....	63
Incontestability .....	64
Limitation of Liability .....	64
Modifications .....	64
Notice .....	65
<b>AMENDMENTS</b>	

Sample

## DEFINITIONS

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**Acquired Brain Injury** means a neurological insult to the brain, which is not hereditary, congenital, or degenerative. 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.

**Allowable Amount** means the maximum amount determined by HMO to be eligible for consideration of payment for a particular service, supply or procedure rendered by a Participating Provider. The Allowable Amount is based on the provisions of the Participating Provider contract and the payment methodology in effect on the date of service, whether diagnostic related grouping (DRG), capitation, relative value, fee schedule, per diem or other.

**Autism Spectrum Disorder** means a Neurobiological Disorder that includes autism, Asperger's syndrome, or pervasive developmental disorder-- not otherwise specified. "Neurobiological Disorder" means an illness of the nervous system caused by genetic, metabolic, or other biological factors.

**Basic Benefit** means basic health care services that are essential HMO benefits. Your Group may choose to offer additional benefits, for which the Copayments do not apply towards Your out-of-pocket maximum per Calendar Year.

**Calendar Year** means the period beginning January 1 of any year and ending December 31 of the same year.

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

**Chemical Dependency Treatment Center** means a facility that provides a program for the treatment of Chemical Dependency pursuant to a written treatment plan approved by HMO or its designated behavioral health administrator. The facility must be:

- affiliated with a Hospital under a contractual agreement with an established system for patient Referral;
- accredited as such a facility by the Joint Commission on Accreditation of Healthcare Organizations;
- licensed, certified or approved as a Chemical Dependency treatment program or center by an agency of the state of Texas having legal authority to so license, certify or approve; or
- if outside Texas, licensed, certified or approved as a Chemical Dependency treatment program or center by the appropriate agency of the state in which it is located having the legal authority to so license, certify or approve.

**Clinical Ecology** means the inpatient or outpatient diagnosis or treatment of allergic symptoms by:

- cytotoxicity testing (testing the result of food or inhalant by whether or not it reduces or kills white blood cells);
- urine auto injection (injecting one's own urine into the tissue of the body);
- skin irritation by Rinkel method;
- subcutaneous provocative and neutralization testing (injecting the patient with allergen); or
- sublingual provocative testing (droplets of allergenic extracts are placed in mouth).

**Complications of Pregnancy** means conditions, requiring Hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.



## DEFINITIONS

**Contract Month** means the period of each succeeding month beginning on the Group Agreement effective date.

**Controlled Substance** means an abusable volatile chemical as defined in the Texas Health and Safety Code, or a substance designated as a Controlled Substance in the Texas Health and Safety Code.

**Copayment or Copay** means the dollar amount required to be paid by You or on Your behalf at the time of service to a Participating Provider in connection with Covered Services provided as described in **COVERED SERVICES AND BENEFITS**.

**Cosmetic, Reconstructive or Plastic Surgery** means surgery that can be expected or is intended to improve Your physical appearance, is performed for psychological purposes, or restores form but does not correct or materially restore a bodily function.

**Covered Services** means those Medically Necessary health services specified and described in **COVERED SERVICES AND BENEFITS**.

**Crisis Stabilization Unit** means a twenty-four (24) hour residential program that is usually short-term in nature and provides intensive supervision and highly structured activities to Members who show signs of an acute demonstrable psychiatric crisis of moderate to severe proportions.

**Custodial Care** means any service primarily for personal comfort or convenience that provides general maintenance, preventive, and/or protective care without any clinical likelihood of improvement of Your condition. Custodial Care Services also means those services which do not require the technical skills, professional training and clinical assessment ability of medical and/or nursing personnel in order to be safely and effectively performed. These services can be safely provided by trained or capable non-professional personnel, are to assist with routine medical needs (e.g. simple care and dressings, administration of routine medications, etc.) and are to assist with the activities of daily living (e.g. bathing, eating, dress, etc.).

**Dependent(s)** means the Subscriber's family members who meet the eligibility requirements of this Certificate and have been enrolled by the Subscriber.

**Dietary and Nutritional Services** means Your education, counseling, or training (including printed material) regarding diet, regulation or management of diet, or the assessment or management of nutrition.

**Domestic Partner** means a person with whom You have entered into a domestic partnership in accordance with the Group's guidelines and who has been determined eligible for coverage by HMO. Note: Domestic Partner coverage is available at Your employer's discretion. Contact Your employer for information on whether Domestic Partner coverage is available for Your Group and if Cobra-like benefits are available. For specific criteria or forms needed to establish eligibility for coverage under this Certificate, contact Your Group's Human Resources Department.

**Durable Medical Equipment (DME)** means equipment that can withstand repeated use, is primarily and usually used to serve a medical purpose, is generally not useful to a person in absence of illness or injury, and is appropriate for use in the home.

**Effective Date of Coverage** means the commencement date of coverage under this Certificate as shown on the records of HMO.

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

- placing the patient's health in serious jeopardy;
- serious impairment to bodily functions;
- serious dysfunction of any bodily organ or part;
- serious disfigurement; or
- in the case of a pregnant woman, serious jeopardy to the health of the fetus.

## DEFINITIONS

**Environmental Sensitivity** means the inpatient or outpatient treatment of allergic symptoms by controlling environment, sanitizing the surroundings (removal of toxic materials), or use of special nonorganic, nonrepetitive diet techniques.

**Experimental/Investigational** means the use of any treatment, procedure, facility, equipment, drug, device or supply not accepted as Standard Medical Treatment of the condition being treated or any of such items requiring federal or other governmental agency Approval not granted at the time services were provided. "Approval" by a federal agency means that the treatment, procedure, facility, equipment, drug, device or supply has been approved for the condition being treated and, in the case of a drug, in the dosage used on the patient. Medical treatment includes medical, surgical or dental treatment. "Standard Medical Treatment" means the services or supplies that are in general use in the medical community in the United States, and:

- have been demonstrated in peer-reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;
- are appropriate for the Hospital or Participating Provider; and
- the Health Care Professional has had the appropriate training and experience to provide the treatment or procedure.

HMO shall determine whether any treatment, procedure, facility, equipment, drug, device, or supply is Experimental/Investigational, and will consider the guidelines and practices of Medicare, Medicaid, or other government-financed programs in making its determination.

Although a Health Care Professional may have prescribed treatment, and the services or supplies may have been provided as the treatment of last resort, such services or supplies still may be considered to be Experimental/Investigational within this definition. Treatment provided as part of a clinical trial or a research study is Experimental/Investigational.

**Grace Period** means a period of thirty (30) days after all but the first Premium due date, during which period Premiums may be paid to HMO without lapse of coverage occurring. If payment is not received within thirty (30) days, coverage will be terminated after the 30<sup>th</sup> day and You will be liable for the cost of services received during the Grace Period.

**Group** means the employer or party that has entered into a Group Agreement with HMO under which HMO will provide for or arrange health services for eligible Members of the Group who enroll.

**Group Open Enrollment Period** means those periods of time (at least thirty-one (31) days) established by Group and HMO from time to time, but no less frequently than once in any twelve (12) consecutive months, during which eligible persons who have not previously enrolled with HMO may do so.

**Health Benefit Plan** means a group, blanket, or franchise insurance policy, a certificate issued under a group policy, a group Hospital service contract, or a group subscriber contract or evidence of coverage issued by a health maintenance organization that provides benefits for health care services.

**Health Care Professional(s)** means Physicians, nurses, audiologists, Physician assistants, nurse first assistants, acupuncturists, clinical psychologists, pharmacists, occupational therapists, physical therapists, speech and language pathologists, surgical assistants and other professionals engaged in the delivery of health services who are licensed, practice under an institutional license, or certified, or practice under authority of a Physician or legally constituted professional association, or other authority consistent with state law.

**HMO (Health Maintenance Organization)** means Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation.

**Hospice** means an organization, licensed by appropriate regulatory authority or certified by Medicare as a supplier of Hospice care, which has entered into an agreement with HMO to render Hospice care to Members.

## DEFINITIONS

**Hospital** means an acute care institution which:

- is duly licensed by the state in which it is located and must be accredited by the Joint Commission on Accreditation of Healthcare Organizations or certified under Medicare;
- is primarily engaged in providing, on an inpatient basis, medical care and treatment of sick and injured persons through medical, diagnostic, and major surgical facilities;
- provides all services on its premises under the supervision of a staff of Physicians;
- provides twenty-four (24) hour a day nursing and Physician service; and
- has in effect a Hospital utilization review plan.

**Hospital Services** (except as expressly limited or excluded in this Certificate) means those Medically Necessary Covered Services that are generally and customarily provided by acute general Hospitals; and prescribed, directed or authorized by the PCP.

**Infertility** means the condition of a presumably healthy Member who is unable to conceive or produce conception after a period of one year of frequent, unprotected heterosexual sexual intercourse. This does not include conditions for male Members when the cause is a vasectomy or orchiectomy or for female Members when the cause is a tubal ligation or hysterectomy.

**Limited Provider Network** means a subnetwork within an HMO delivery network in which contractual relationships exist between Physicians, certain Providers, independent Physician associations and/or Physician groups which limit Your access to only the Physicians and Providers in the subnetwork.

**Medical Director** means a Physician of HMO, or his designee, who is responsible for monitoring the provision of Covered Services to Members.

**Medical Social Services** means those social services relating to the treatment of a Member's medical condition. Such services include, but are not limited to assessment of the:

- social and emotional factors related to Member's illness, need for care, response to treatment and adjustment to care; and
- relationship of Member's medical and nursing requirements to the home situation, financial resources, and available community resources.

**Medically Necessary** means services or supplies (except as limited or excluded herein) that are:

- essential to, consistent with, and provided for the diagnosis or the direct care and treatment of the condition, sickness, disease, injury, or bodily malfunction;
- provided in accordance with and consistent with generally accepted standards of medical practice in the United States;
- not primarily for Your convenience, or the convenience of Your Participating Provider; and
- the most economical supplies or levels of service appropriate for Your safe and effective treatment.

When applied to hospitalization, this further means that You require acute care as an inpatient due to the nature of the services rendered or Your condition, and You cannot receive safe or adequate care as an outpatient. In determining whether a service is Medically Necessary, HMO may consider the views of the state and national medical communities and the guidelines and practices of Medicare, Medicaid, or other government-financed programs and peer reviewed literature. Although a Participating Provider may have prescribed treatment, such treatment may not be Medically Necessary within this definition. This definition applies only to the HMO's determination of whether health care services are Covered Services under this Certificate.

**Medicare** means Title XVIII of the Social Security Act and all amendments thereto.

**Member** means a Subscriber or Dependent(s) covered under HMO. This Certificate may refer to a Member as You or Your.

## DEFINITIONS

**Mental Health Care** means any one or more of the following:

1. The diagnosis or treatment of a mental disease, disorder, or condition listed in the *Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association*, as revised, or any other diagnostic coding system as used by HMO or its designated behavioral health administrator, whether or not the cause of the disease, disorder, or condition is physical, chemical, or mental in nature or origin;
2. The diagnosis or treatment of any symptom, condition, disease, or disorder by a Participating Provider when the Covered Service is:
  - individual, group, family, or conjoint psychotherapy,
  - counseling,
  - psychoanalysis,
  - psychological testing and assessment,
  - the administration or monitoring of psychotropic drugs, or
  - Hospital visits (if applicable) or consultations in a facility listed in **item 5**, below;
3. Electroconvulsive treatment;
4. Psychotropic drugs;
5. Any of the services listed in **items 1 - 4**, above, performed in or by a Hospital (if applicable), or other licensed facility or unit providing such care.

**Mental Health Treatment Facility** means a facility that:

- meets licensing standards;
- mainly provides a program for diagnosis, evaluation and treatment of acute mental or nervous disorders;
- prepares and maintains a written plan of treatment for each patient based on medical, psychological and social needs;
- provides all normal infirmity level medical services or arranges with a Hospital for any other medical services that may be required;
- is under the supervision of a psychiatrist; and
- provides skilled nursing care by licensed nurses who are directed by a registered nurse.

**Obstetrician/Gynecologist** means a Participating Physician contracted by HMO as an Obstetrician and/or Gynecologist who may be selected by a female to provide:

- well-woman exams;
- obstetrical care;
- care for all active gynecological conditions; and
- diagnosis, treatment, and Referral for any disease or condition within the scope of the professional practice of the Obstetrician/Gynecologist.

**Out-of-Area** means not within the Service Area.

**Participating** describes a Provider that has entered into a contractual agreement with HMO for the provision of Covered Services to Members.

**Physician** means a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) who is properly licensed or certified to provide medical care (within the scope of his license) under the laws of the state where the individual practices.

**Post-Delivery Care** means postpartum health care services provided in accordance with accepted maternal and neonatal physical assessments, including parent education, assistance and training in breast and bottle feeding, and the performance of necessary and appropriate clinical tests.

**Preauthorization** means a determination by HMO that health care services proposed to be provided to a patient are Medically Necessary and appropriate. Preauthorization processes will be conducted in accordance with Texas Insurance Code, chapter 4201, or in accordance with the laws in the state of Texas

**Premium** means the amount the Group or You are required to pay to HMO to continue coverage.

## DEFINITIONS

**Primary Care Physician or PCP** means the Participating Physician who is primarily responsible for providing, arranging and coordinating all aspects of Your health care. You and Your Dependents must each select a PCP from those listed by HMO to provide primary care services. You may choose a PCP who is a family practitioner, internist, pediatrician and/or Obstetrician/Gynecologist.

**Professional Services** means those Medically Necessary Covered Services rendered by Physicians and other Health Care Professionals in accordance with this Certificate. All services must be performed, prescribed, directed, or authorized in advance by the PCP.

**Prosthetic Appliances** means artificial devices including limbs or eyes, braces or similar prosthetic or orthopedic devices, which replace all or part of an absent body organ (including contiguous tissue) or replace all or part of the function of a permanently inoperative or malfunctioning body organ (dental appliances and the replacement of cataract lenses are not considered Prosthetic Appliances).

**Provider** means any duly licensed institution, Physician, Health Care Professional or other entity which is licensed to provide health care services.

**Psychiatric Day Treatment Facility** means an institution that is appropriately licensed and is accredited by the Joint Commission on Accreditation of Healthcare Organizations as a Psychiatric Day Treatment Facility for the provision of Serious Mental Illness services to Members for periods of time not to exceed eight hours in any 24-hour period. Any treatment in such facility must be certified in writing by the attending Physician to be in lieu of hospitalization.

**Reconstructive Surgery for Craniofacial Abnormalities** means 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, infections, or disease.

**Referral** means specific directions or instructions from Your PCP, in conformance with HMO's policies and procedures that direct You to a Participating Provider for Medically Necessary care.

**Research Institution** means an institution or Provider (person or entity) conducting a phase I, phase II, phase III, or phase IV clinical trial.

**Residential Treatment Center** means a facility setting (including a Residential Treatment Center for Children and Adolescents) offering a defined course of therapeutic intervention and special programming in a controlled environment which also offers a degree of security, supervision, structure and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, supervised living, group homes, boarding houses or other facilities that provide primarily a supportive environment and address long-term social needs, even if counseling is provided in such facilities. Patients are medically monitored with 24 hour medical availability and 24 hour on site nursing service for Mental Health Care and/or treatment of Chemical Dependency. HMO requires that any Mental Health Treatment Facility, Residential Treatment Center and/or Chemical Dependency Treatment Center must be licensed in the state where it is located, or accredited by a national organization that is recognized by HMO as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.

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

**Routine Patient Care Costs** means the costs of any Medically Necessary health care service for which benefits are provided under the Health Benefit Plan, without regard to whether the Member is participating in a clinical trial.

Routine patient care costs do not include:

- The investigation item, device, or service itself;
- items and services that are provided solely to satisfy data collection and analysis needs that are not used in the direct clinical management of the patient; or
- a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

## DEFINITIONS

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**Serious Mental Illness** means the following psychiatric illnesses as defined by the American Psychiatric Association in the Diagnostic and Statistical Manual (DSM):

- schizophrenia;
- paranoid and other psychotic disorders;
- bipolar disorders (hypomanic, manic, depressive and mixed);
- major depressive disorders (single episode or recurrent);
- schizo- affective disorders (bipolar or depressive);
- obsessive- compulsive disorders; and
- depression in childhood or adolescence.

**Service Area** means the geographical area served by HMO and approved by state regulatory authorities. The Service Area includes the area shown and described in this Certificate.

**Skilled Nursing Facility** means an institution or distinct part of an institution that is licensed or approved under state or local law, and primarily provides skilled nursing care and related services as a Skilled Nursing Facility, extended care facility or nursing care facility approved by the Joint Commission on Accreditation of Health Care Organizations, the Bureau of Hospitals of the American Osteopathic Association or as otherwise determined by HMO to meet the reasonable standards applied by either of those authorities.

**Specialist** means a duly licensed Physician, other than a PCP.

**Subscriber** means a person who meets all applicable eligibility and enrollment requirements of this Certificate, and whose enrollment application and Premium payment have been received by HMO.

**You and Your** means any Member, including Subscriber and Dependents.

## **WHO GETS BENEFITS**

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### **Eligibility**

No eligibility rules or variations in Premium will be imposed based on Your health status, medical condition, claims experience, receipt of care, medical history, genetic information, evidence of insurability, disability, or other health status related factor. Coverage under this Certificate is provided regardless of Your race, color, national origin, disability age, sex gender identity or sexual orientation. Variations in the administration, processes or benefits of this Certificate are based on clinically indicated, reasonable medical management practices, or are part of permitted wellness incentive; disincentives and/or other programs do not constitute discrimination.

**Subscriber Eligibility.** To be eligible to enroll as a Subscriber, a person must:

1. reside, live or work in the Service Area; and
2. be a bona fide employee of Group entitled to participate in the health care benefit program arranged by Group or be entitled to coverage under a trust agreement or employment contract; and
3. satisfy any probationary or waiting period requirements established by Group.

Note: No such waiting period may exceed 90 days unless permitted by applicable law. If our records show that Your Group has a waiting period that exceeds the time period permitted by applicable law, then HMO reserves the right to begin Your coverage on a date that we believe is within the required period. Regardless of whether we exercise that right, Your Group is responsible for Your waiting period. If You have questions about Your waiting period, please contact Your Group.

**Dependent Eligibility.** To be eligible to enroll as a Dependent, a person must:

1. reside in the Service Area or permanently reside with a Subscriber who works in the Service Area, except as provided in **item 6**, below; and
2. meet all Dependent eligibility criteria established by Group; and
3. be Subscriber's spouse, as defined by Texas law, or Domestic Partner. Subscriber may be required to submit a certified copy of a marriage license or declaration of informal marriage with Dependent's enrollment application/change form before coverage will be extended; or
4. be a Dependent child, which hereafter means a natural child, a stepchild, eligible foster child, an adopted child (including a child for whom the Subscriber or Subscriber's spouse is a party in a suit in which the adoption of the child is sought) or a Dependent child of a Domestic Partner under twenty-six years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status or any combination of those factors. To be eligible for coverage, a child of a Subscriber's child must also be dependent upon Subscriber for federal income tax purposes at the time application for coverage is made.

In addition, a Dependent shall include a child for whom Subscriber or Subscriber's spouse or Domestic Partner is a court-appointed legal guardian, provided proof of such guardianship is submitted with the prospective Dependent's enrollment application/change form; or

5. be a child of any age, as defined in **item 4** above, who is and continues to be incapable of sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon Subscriber for economic support and maintenance. Subscriber must provide HMO with a Dependent Child's Statement of Disability form, including a medical certification of disability, within thirty-one (31) days of the date of such medical certification and subsequently as may be required by HMO, but not more often than once per year. HMO's determination of eligibility shall be conclusive; or
6. have a court order for coverage to be provided for a spouse or minor child under Subscriber's Health Benefit Plan and a request for enrollment shall be made within thirty-one (31) days after issuance of the court order.

## WHO GETS BENEFITS

Coverage of Subscriber shall be a condition precedent to coverage of eligible Dependents, and no Dependent shall be covered hereunder prior to Subscriber's Effective Date of Coverage.

**Loss of Eligibility.** You must notify HMO of any changes that will affect Your eligibility, or that of Your Dependents, for services or benefits under this Certificate within thirty-one (31) days of the change.

**Who is Not Eligible.** The following individuals are not eligible for coverage:

1. Unless listed as an eligible Dependent, no other family member, domestic partner, relative, or person is eligible for coverage under the Subscriber's plan.
2. Non-citizens or non-nationals of the United States, or individuals who are non-citizens and not lawfully present in the United States, and are not reasonably expected to be a citizen, national, or a non-citizen who is not lawfully present for the entire period for which open enrollment is sought.
3. Incarcerated individuals, other than incarcerated individuals pending disposition of charges.
4. Individuals that do not reside, live, or work in the Service Area.
5. Individuals that do not meet any other HMO eligibility requirements or residency standards, as appropriate.

This section **Who is Not Eligible** is subject to change by HMO, and/or applicable law, as appropriate.

### Enrollment and Effective Date of Coverage

No person meeting Subscriber or Dependent eligibility requirements will be refused enrollment or re-enrollment by HMO because of health status, age, requirements for health services, or the existence of a pre-existing physical or mental condition, including pregnancy. No person, however, is eligible to re-enroll who had coverage terminated under **GENERAL PROVISIONS, Termination of Coverage**. Your coverage shall not be terminated by HMO due to health status or health care needs.

**Initial Enrollment.** Each eligible employee of Group shall be entitled to apply for coverage for himself and eligible Dependents during the initial Group Open Enrollment Period. All persons included for coverage must be listed on the enrollment application/change form. No proof of insurability is required. The Effective Date of Coverage is the first day of the month after the enrollment period.

**Group Open Enrollment Period.** A Group Open Enrollment Period will be held at least annually at which time eligible employees and/or Dependents may enroll as Members of HMO. No proof of insurability shall be required. The Effective Date of Coverage is the first day of the month after the enrollment period.

**Other Enrollment Events.** Coverage under this Certificate for persons becoming eligible at times other than initial enrollment or the Group Open Enrollment Period will become effective as stated in **items 1- 6** below, only if HMO receives completed enrollment application/change form and applicable Premium payments timely. "Timely" means within thirty-one (31) days from the date of the event.

1. **Newly Eligible Employee.** Each new employee of Group who becomes eligible for coverage at a time other than the initial enrollment or Group Open Enrollment Period may enroll himself and eligible Dependents. If application is not made Timely, the newly eligible employee may not be added until the next Group Open Enrollment Period. The Effective Date of Coverage is the first day of the month following the date employee becomes eligible, unless otherwise specified and agreed upon by Group and HMO.
2. **Newly Eligible Dependents.** Subscriber may enroll any person who becomes newly eligible as a Dependent by completing and submitting to HMO an enrollment application/change form within thirty-one (31) days after attaining eligibility. No proof of insurability shall be required. The Effective Date of Coverage will be the date of the event, i.e., marriage, entry into a domestic partnership, birth, adoption, becoming a party in a suit for adoption or guardianship. Newly eligible Dependents not added to coverage within thirty-one (31) days after the event will become effective in accordance with the provisions for late enrollees.



## WHO GETS BENEFITS

3. **Newborn Children Coverage.** Coverage will be automatic for Subscriber or Subscriber's spouse's or Domestic Partner's newborn child for the first thirty-one (31) days following the date of birth. Coverage will continue beyond the thirty-one (31) days only if the child is an eligible Dependent and You notify HMO (verbally or in writing) or submit an enrollment application/change form to HMO Timely and make or agree to make any additional Premium payments in accordance with this Certificate. The Effective Date of Coverage for newborn children shall be the newborn's date of birth.
4. **Newly Adopted Children.** Coverage will be automatic for a newly-adopted child of Subscriber for the first thirty-one (31) days from the date Subscriber is a party in a suit for adoption or thirty-one (31) days from the date the adoption is final. Coverage will continue beyond the thirty-one (31) days only if the child is an eligible Dependent and You submit an enrollment application/change form to HMO within thirty-one (31) days after the date Subscriber becomes a party in a suit for adoption, the date the adoption becomes final, and You make or agree to make any required Premium payments in accordance with this Certificate. The Effective Date of Coverage for newly-adopted children shall be the date You become a party in a suit for adoption or the date the adoption is final.
5. **Court-Ordered Dependents.** Dependent children for whom Subscriber has received a court order requiring Subscriber to provide health coverage will be covered for an initial period of thirty-one (31) days from the date Group receives notification of the court order. Coverage will continue beyond the thirty-one (31) days only if You submit to HMO appropriate enrollment application/change form within thirty-one (31) days of the date of receipt of the court order by Group and make or agree to make any additional Premium payments in accordance with this Certificate. The Effective Date of Coverage for court-ordered Dependents will be the date the court order is received by Group.

Coverage for a Dependent spouse for whom Subscriber has received a court order requiring You to provide health coverage will be effective on the first day of the month after HMO receives the appropriate enrollment application/change form and applicable Premium payments, if HMO receives such form and payments within thirty-one (31) days after issuance of the court order.
6. **Late Enrollees; Special Enrollment Events.** Eligible Subscribers or Dependents initially or newly eligible for enrollment who do not enroll within thirty-one (31) days after eligibility are late enrollees and may only be enrolled during a subsequent Group Open Enrollment Period. An eligible Subscriber or Dependent is not a late enrollee in the following situations:
  - a. **Family Additions.** In the event of marriage, entry into a domestic partnership, birth, adoption, becoming a party in a suit for adoption or receipt of a court order to provide coverage for a Subscriber's (or individual eligible as a Subscriber) spouse or child(ren), a Subscriber who did not enroll when initially eligible, may enroll himself and any person becoming eligible to be a Dependent, as set forth below. No proof of insurability is required. If enrollment application/change form and applicable Premium payments are not Timely, these individuals are late enrollees and may only be enrolled in a subsequent Group Open Enrollment Period.
    - (1) **Marriage or Domestic Partnership.** Subscriber may enroll Subscriber and Subscriber's spouse or Domestic Partner within thirty-one (31) days after the date of marriage or entry into a domestic partnership. The Effective Date of Coverage is the first day of the month following the date of the event.
    - (2) **Birth or Adoption.** Subscriber may enroll Subscriber, Subscriber's spouse or Domestic Partner, and/or Subscriber's newborn or newly-adopted child(ren). The effective date of coverage will be the date of birth, adoption, or becoming a party in a suit for adoption.
    - (3) **Court-Ordered Dependents.** Subscriber may enroll the spouse and/or child(ren) for whom You have received a court order requiring You to provide health coverage.
      - (a) **Court-ordered child(ren):** A Subscriber may enroll himself, if not already covered, and such child(ren) subject to the court order. The Effective Date of Coverage is as of

## WHO GETS BENEFITS

the date Group receives notice of the court order if HMO receives enrollment application/change form(s) within thirty-one (31) days after the date Group receives a court order or notice of a court order, and You make or agree to make any additional Premium payments.

- (b) **Court-ordered spouse:** The Effective Date of Coverage is the first day of the month after HMO receives enrollment application/change form, if HMO receives application/change form within thirty-one (31) days after issuance of the court order and You make or agree to make any additional Premium payments.

- b. **Loss of Other Coverage.** Any individual eligible as a Subscriber or Dependent who did not enroll when initially eligible may enroll if each of the following is true, and if HMO receives completed enrollment application/change forms and applicable Premium payments within thirty-one (31) days after the date coverage ends or after a claim is denied due to reaching the lifetime limit under another Health Benefit Plan, self funded employer Health Benefit Plan, or other health insurance coverage (collectively referred to in this subsection as “Prior Health Benefit Plan”):

- (1) You or any eligible Dependent was covered under a Prior Health Benefit Plan at the time You were initially eligible to enroll;
- (2) You declined enrollment, in writing, for Yourself and/or Your Dependent(s) at the time of initial eligibility, stating that coverage under a Prior Health Benefit Plan was the reason for declining enrollment; and
- (3) You or any eligible Dependent lost coverage under a Prior Health Benefit Plan as a result of:
  - (a) termination of employment;
  - (b) a reduction in the number of hours of employment;
  - (c) termination of Your Prior Health Benefit Plan coverage;
  - (d) You or Your Dependent incurring a claim that would meet or exceed a lifetime limit on all benefits under Prior Health Benefit Plan coverage;
  - (e) the Prior Health Benefit Plan no longer offering any benefits to the class of similarly situated individuals that include You or Your Dependent(s);
  - (f) if coverage was through a health maintenance organization, You or Your Dependent(s) no longer residing, living, or working in the service area of the health maintenance organization and no other benefit option being available;
  - (g) termination of contribution toward the premium made by the former employer;
  - (h) dependent status ending (for example, due to death of a spouse, divorce, legal separation or reaching the maximum age to be eligible as a dependent child under the Prior Health Benefit Plan); or
  - (i) expiration of the continuation of coverage period of the Prior Health Benefit Plan under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, or under the continuation provisions of the Texas Insurance Code.

The Effective Date of Coverage under this subsection is the day after prior coverage terminated.

- c. **Dependent Loss of Governmental Coverage.** An individual who is eligible to enroll and who has lost coverage under Medicaid (Title XIX of the Social Security Act), other than coverage consisting solely of benefits under Section 1928 of that Act (42 U.S.C. Section 1396s) or under the Texas Children’s Health Insurance Program (CHIP), Chapter 62, Health and Safety Code, is not a late enrollee provided appropriate enrollment application/change forms and applicable Premium payments are received by HMO within sixty (60) days after the date on which such individual loses coverage. Coverage will be effective the day after prior coverage terminated.

## WHO GETS BENEFITS

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- d. **Health Insurance Premium Payment (HIPP) Reimbursement Program.** An individual who is eligible to enroll and who is a recipient of medical assistance under the state of Texas Medicaid Program or enrolled in CHIP, and who is a participant in the state of Texas HIPP Reimbursement Program may enroll with no enrollment period restrictions. If the individual is not eligible unless a family member is enrolled, both the individual and family member may enroll. The Effective Date of Coverage is on the first day of the month after HMO receives (i) written notice from the Texas Health and Human Services Commission, or (ii) enrollment forms, from You, provided such forms and applicable Premium payments are received by HMO within sixty (60) days after the date the individual becomes eligible for participation in the HIPP Reimbursement Program.

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## **HOW THE PLAN WORKS**

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### **Provider Information**

You are entitled to medical care and services from Participating Providers including Medically Necessary medical, surgical, diagnostic, therapeutic and preventive services that are generally and customarily provided in the Service Area. Some services may not be covered. To be covered, a service that is Medically Necessary must also be described in **COVERED SERVICES AND BENEFITS**. Even though a Physician or other Health Care Professional has performed, prescribed or recommended a service does not mean it is Medically Necessary or that it is covered under **COVERED SERVICES AND BENEFITS**. Some Covered Services may also require Preauthorization by HMO. Preauthorization processes will be conducted in accordance with Texas Insurance Code, chapter 4201, or in accordance with the laws in the state of Texas.

Only services that are performed, prescribed, directed or authorized in advance by the PCP or HMO are covered benefits under this Certificate except Emergency Care or Covered Services provided to female Members, who may directly access an Obstetrician/Gynecologist in the same Limited Provider Network as their PCP for: 1) well woman exams; 2) obstetrical care; 3) care for all active gynecological conditions; and 4) diagnosis, treatment, and Referral for any disease or condition within the scope of the professional practice of the Obstetrician/Gynecologist. PCPs in a Limited Provider Network will be identified in the HMO Provider directory or You can call customer service at the toll-free telephone number on the back of Your identification card.

HMO and Participating Providers do not have any financial responsibility for any services You seek or receive from a non- Participating Provider or facility, except as set forth below, unless both Your PCP and HMO have made prior Referral authorization arrangements.

### **Selecting a PCP**

At the time You enroll, You must choose a PCP. If any Member is a minor or otherwise incapable of selecting a PCP, the Subscriber should select a PCP on Member's behalf. If Your Dependents enroll, You and Your Dependents must choose a PCP from HMO's directory of Participating Providers in order to receive Covered Services. For the most current list of Participating Providers visit the website at [www.bcbstx.com](http://www.bcbstx.com). You may also refer to Your Provider directory or call customer service at the toll-free telephone number on the back of Your identification card. HMO may assign a PCP if one has not been selected. Until a PCP is selected or assigned, benefits will be limited to coverage for Emergency Care.

Your PCP may be part of a Limited Provider Network, so Your choice of a PCP may affect the network of Participating Providers available to You. For instance, if Your PCP is part of a Limited Provider Network, You may only be referred to Participating Providers who are associated with the same Limited Provider Network. (A Limited Provider Network is made up of Physicians in separate offices who form an association to provide health care services to HMO Members.) You can be referred to Participating Providers who are not associated with that group or Limited Provider Network only for Covered Services that are not available within the group or Limited Provider Network. You may be required to choose an Obstetrician or Gynecologist who belongs to the same Limited Provider Network as Your PCP but a female Member's right to directly access an Obstetrician or Gynecologist will not be infringed upon. PCP's in a Limited Provider Network will be identified in the HMO provider directory or You can call customer service at the toll-free telephone number on the back of Your identification card.

Members who have been diagnosed with a chronic, disabling or life threatening illness may request approval to choose a Participating Specialist as a PCP using the process described in **Specialist as PCP**.

### **Your PCP**

Your PCP coordinates Your medical care, as appropriate, either by providing treatment or by issuing Referrals to direct You to Participating Providers. The PCP can also order lab tests and x-rays, prescribe medicines or therapies, and arrange hospitalization. Except for Emergency Care/medical emergencies or certain

## HOW THE PLAN WORKS

direct-access Specialist benefits described in this Certificate, only those services which are provided by or referred by Your PCP will be covered. It is Your responsibility to consult with the PCP in all matters regarding Your medical care.

If Your PCP performs, suggests, or recommends a course of treatment for You that includes services that are not Covered Services, the entire cost of any such non-Covered Services will be Your responsibility.

### Changing Your PCP

You may change Your PCP by calling the customer service toll-free telephone number listed on Your identification card to make the change or to request a change form or assistance in completing that form. The change will become effective on the first day of the month following HMO's receipt and approval of the request.

In the event of termination of a Participating Provider of any kind, HMO will use best efforts to provide reasonable advance notice to Members receiving care from such Participating Provider that termination is imminent. Special circumstances may render You eligible to continue receiving treatment from a Participating Provider after the effective date of termination, which is fully described in **Continuity of Care**.

### Continuity of Care

If You are under the care of a Participating Provider who stops participating in HMO's network, HMO will continue coverage for that Provider's Covered Services if all the following conditions are met:

- You have a disability, acute condition, life-threatening illness or are past the twenty-fourth (24th) week of pregnancy; and
- the Provider submits a written request to HMO to continue coverage of Your care that identifies the condition for which You are being treated and indicates that the Provider reasonably believes that discontinuing treatment could cause You harm; and
- the Provider agrees to continue accepting the same reimbursement that applied when participating in HMO's network, and not to seek payment from You for any amounts for which You would not be responsible if the Provider were still participating in HMO's network.

Continuity coverage shall not extend for more than ninety (90) days (or more than nine (9) months if You have been diagnosed with a terminal illness) beyond the date the Provider's termination takes effect. If You are past the twenty-fourth (24<sup>th</sup>) week of pregnancy when the Provider's termination takes effect, coverage may be extended through delivery, immediate postpartum care and the follow-up check-up within the first six (6) weeks of delivery.

### Specialist as PCP

If You have been diagnosed with a chronic, disabling, or life-threatening illness, You may contact customer service at the toll-free telephone number on Your identification card to get information to submit for approval from the HMO Medical Director to choose a Participating Specialist as Your PCP. The Medical Director will require both You and the Participating Specialist interested in serving as Your PCP to sign a certification of medical need, to submit along with all supporting documentation. The Participating Specialist must meet HMO's requirements for PCP participation and be willing to accept the coordination of all Your healthcare needs. If Your request is denied, You may appeal the decision as described in **COMPLAINT AND APPEAL PROCEDURES**. If Your request is approved, the Specialist's designation as Your PCP will not be effective retroactively. As used herein, "life threatening," means a disease or condition for which the likelihood of death is probable unless the course of the disease or condition is interrupted.

## HOW THE PLAN WORKS

### Availability of Providers

HMO cannot guarantee the availability or continued participation of a particular Provider. Either HMO or any Participating Provider may terminate the Provider contract or limit the number of Members that will be accepted as patients. If the PCP initially selected cannot accept additional patients, You will be given an opportunity to make another PCP selection. You must then cooperate with HMO to select another PCP.

### Out-of-Network Services

You may obtain Covered Services from Providers who are not part of HMO's network of Participating Providers when receiving Emergency Care. Also, court-ordered Dependents living outside the Service Area may use non-Participating Providers.

If Covered Services are not available from Participating Providers within the access requirements established by law and regulation, HMO will allow a Referral by Your PCP to a non-Participating Provider, if approved by HMO. If Your PCP is in a Limited Provider Network, in determining whether a Covered Service is available through Participating Providers, HMO will first consider Participating Providers in the PCP's Limited Provider Network. If the Covered Service is not available in the Limited Provider Network, then HMO's entire network will be considered.

You will not be required to change Your PCP or Participating Specialist Providers to receive Covered Services that are not available from Participating Providers within the Limited Provider Network, but the following apply.

- The request must be from a Participating Provider.
- Reasonably requested documentation must be received by HMO.
- The Referral will be provided within an appropriate time, not to exceed five business days, based on the circumstances and Your condition.
- When HMO has allowed Referral to a non-Participating Provider, HMO will reimburse the non-Participating Provider at the usual and customary rate or otherwise agreed rate, less the applicable Copayment(s). You are responsible only for the Copayments for such Covered Services.
- Before HMO denies a Referral, a review will be conducted by a Specialist of the same or similar specialty as the type of Provider to whom a Referral is requested.

### Inpatient Care by Non-PCP

During an inpatient stay at a Participating Hospital, Skilled Nursing Facility or other Participating facility, it may be appropriate for a Physician other than Your PCP to direct and oversee Your care, if Your PCP does not do so. However, upon discharge, You must return to the care of Your PCP or have Your PCP coordinate care that may be Medically Necessary.

### Provider Communication

HMO will not prohibit, attempt to prohibit or discourage any Provider from discussing or communicating to You or Your designee any information or opinions regarding Your health care, any provisions of the Health Benefit Plan as it relates to Your medical needs or the fact that the Provider's contract with HMO has terminated or that the Provider will no longer be providing services under HMO.

## HOW THE PLAN WORKS

### Your Responsibilities

- You shall complete and submit to HMO an application or other forms or statements that HMO may reasonably request. You agree that all information contained in the applications, forms and statements submitted to HMO due to enrollment under this Certificate or the administration herein shall be true, correct, and complete to the best of Your knowledge and belief.
- You shall notify HMO immediately of any change of address for You or any of Your covered Dependents.
- You understand that HMO is acting in reliance upon all information You provided to HMO at time of enrollment and afterwards and represents that information so provided is true and accurate.
- By electing coverage pursuant to this Certificate, or accepting benefits hereunder, all Members who are legally capable of contracting, and the legal representatives of all Members who are incapable of contracting, at time of enrollment and afterwards, represent that all information so provided is true and accurate and agree to all terms, conditions and provisions hereof.
- You are subject to and shall abide by the rules and regulations of each Provider from which benefits are provided.

### Refusal to Accept Treatment

You may, for personal reasons, refuse to accept procedures or treatment by a Participating Provider. Participating Providers may regard such refusal to accept their recommendations as incompatible with continuance of the Provider-patient relationship and as obstructing the provision of proper medical care. Participating Providers shall use their best efforts to render all necessary and appropriate Professional Services in a manner compatible with Your wishes, insofar as this can be done consistent with the Participating Provider's judgment as to the requirements of proper medical practice. If You refuse to follow a recommended treatment or procedure, and the Participating Provider informed You of his belief that no professionally acceptable alternative exists, neither HMO nor any Participating Provider shall have any further responsibility to provide care for the condition under treatment.

### Premium Payment

On or before the Premium due date, Group or its designated agent shall remit to HMO on behalf of each Subscriber and Dependents the amount specified in the Group Agreement.

### Failure to Render Payments

Only if HMO receives Your stipulated payment, shall You be entitled to health services covered hereunder and then only for the Contract Month for which such payment is received. If any required payment is not received by the Premium due date of the Contract Month, then You will be terminated at the end of the Grace Period of the Contract Month. You will be responsible for the cost of services rendered to You during the Grace Period of the Contract Month in the event that Premium payments are not made by Group.

### Change in Premium Rates

HMO reserves the right to establish a revised schedule of Premium payments on each anniversary date of this Certificate upon sixty (60) days written notice to Group. If a change in this Certificate is required by law or regulation which increases HMO's risk under this Certificate, HMO also reserves the right to change the schedule of Premium payments upon sixty (60) days written notice to Group.

### Member Complaint Procedure

Any problem or claim between You and HMO or between You and a Participating Provider must be dealt with using the process described in **COMPLAINT AND APPEAL PROCEDURES**. Complaints may concern non-medical or medical aspects of care as well as this Certificate, including its breach or termination.

## HOW THE PLAN WORKS

### Identification Card

Cards issued by HMO to Members under this Certificate are for identification only. The identification card confers no right to services or other benefits under this Certificate. To be entitled to any services or benefits, the holder of the identification card must be a Member on whose behalf all applicable Premiums under this Certificate have actually been paid. Any person receiving services or benefits to which he is not entitled to under the provisions of this Certificate will be liable for the actual cost of such services or benefits.

### Member Claims Refund

You are not expected to make payments, other than required Copayments, for any benefits provided hereunder. However, if You make such payments, You may send HMO a claim for reimbursement, and when a refund is in order, the Provider shall make such refund to You. Your claim will be allowed only if You notify HMO within ninety (90) days from the date on which covered expenses were first incurred, unless it can be shown that it was not reasonably possible to give notice within the time limit, and that notice was given as soon as reasonably possible. However, benefits will not be allowed if notice of claim is made beyond one (1) year from the date covered expenses were incurred, except for Prescription Drug claims which must be filed within ninety (90) days of the date of purchase to qualify for reimbursement under Pharmacy Benefits. You must provide written proof of such payment to HMO within one (1) year of occurrence. Within fifteen (15) days of receipt of written notice of a claim, HMO shall acknowledge receipt of claim and begin any necessary investigation. It may be necessary for HMO to request additional information from You. Claims shall be acted upon within fifteen (15) business days of receipt of a completed claim unless You are notified that additional time is needed and why. HMO will act on a completed claim no later than forty-five (45) days after the additional time notification is given to You. If HMO notifies You that HMO will pay a claim or part of a claim, HMO will pay an approved claim not later than five (5) business days after the date notice is made. Visit the website at [www.bcbstx.com](http://www.bcbstx.com) or call customer service at the toll-free number on the back of Your identification card to obtain an HMO medical claim form or a prescription reimbursement claim form.

### Claim or Benefit Reconsideration

If a claim or a request for benefits is partly or completely denied by HMO, You will receive a written explanation of the reason for the denial and be entitled to a full review. If You wish to request a review or have questions regarding the explanation of benefits, call or write customer service at the phone number or address on the back of Your identification card. If You are not satisfied with the information received either on the call or in written correspondence, You may request an appeal of the decision or file a Complaint. You may obtain a review of the denial by following the process set out in **COMPLAINT AND APPEAL PROCEDURES**.

### Service Area

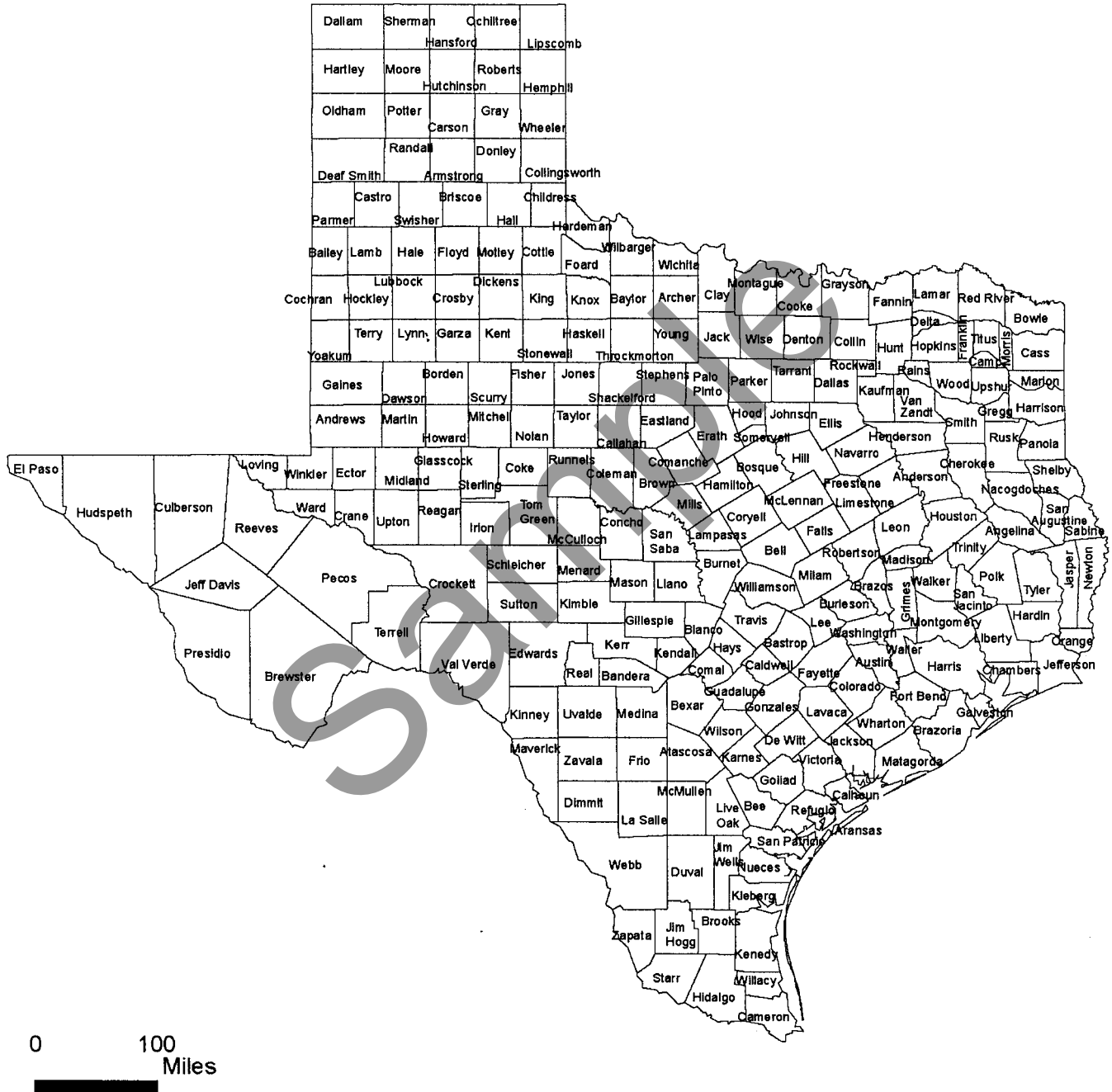
See Service Area map and descriptions on the following page(s).



## SERVICE AREA

### Service Area

The Service Area covered by this Certificate includes the 254 counties on the map below and listed on the next page.



## SERVICE AREA

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Anderson	Collingsworth	Glasscock	Kendall	Motley	Sterling
Andrews	Colorado	Goliad	Kenedy	Nacogdoches	Stonewall
Angelina	Comal	Gonzales	Kent	Navarro	Sutton
Aransas	Comanche	Gray	Kerr	Newton	Swisher
Archer	Concho	Grayson	Kimble	Nolan	Tarrant
Armstrong	Cooke	Gregg	King	Nueces	Taylor
Atascosa	Coryell	Grimes	Kinney	Ochiltree	Terrell
Austin	Cottle	Guadalupe	Kleberg	Oldham	Terry
Bailey	Crane	Hale	Knox	Orange	Throckmorton
Bandera	Crockett	Hall	La Salle	Palo Pinto	Titus
Bastrop	Crosby	Hamilton	Lamar	Panola	Tom Green
Baylor	Culberson	Hansford	Lamb	Parker	Travis
Bee	Dallam	Hardeman	Lampasas	Parmer	Trinity
Bell	Dallas	Hardin	Lavaca	Pecos	Tyler
Bexar	Dawson	Harris	Lee	Polk	Upshur
Blanco	De Witt	Harrison	Leon	Potter	Upton
Borden	Deaf Smith	Hartley	Liberty	Presidio	Uvalde
Bosque	Delta	Haskell	Limestone	Rains	Val Verde
Bowie	Denton	Hays	Lipscomb	Randall	Van Zandt
Brazoria	Dickens	Hemphill	Live Oak	Reagan	Victoria
Brazos	Dimmit	Henderson	Llano	Real	Walker
Brewster	Donley	Hidalgo	Loving	Red River	Waller
Briscoe	Duval	Hill	Lubbock	Reeves	Ward
Brooks	Eastland	Hockley	Lynn	Refugio	Washington
Brown	Ector	Hood	Madison	Roberts	Webb
Burleson	Edwards	Hopkins	Marion	Robertson	Wharton
Burnet	El Paso	Houston	Martin	Rockwall	Wheeler
Caldwell	Ellis	Howard	Mason	Runnels	Wichita
Calhoun	Erath	Hudspeth	Matagorda	Rusk	Wilbarger
Callahan	Falls	Hunt	Maverick	Sabine	Willacy
Cameron	Fannin	Hutchinson	McCulloch	San Augustine	Williamson
Camp	Fayette	Irion	McLennan	San Jacinto	Wilson
Carson	Fisher	Jack	McMullen	San Patricio	Winkler
Cass	Floyd	Jackson	Medina	San Saba	Wise
Castro	Foard	Jasper	Menard	Schleicher	Wood
Chambers	Fort Bend	Jeff Davis	Midland	Scurry	Yoakum
Cherokee	Franklin	Jefferson	Milam	Shackelford	Young
Childress	Freestone	Jim Hogg	Mills	Shelby	Zapata
Clay	Frio	Jim Wells	Mitchell	Sherman	Zavala
Cochran	Gaines	Johnson	Montague	Smith	
Coke	Galveston	Jones	Montgomery	Somervell	
Coleman	Garza	Karnes	Moore	Starr	
Collin	Gillespie	Kaufman	Morris	Stephens	

## **COMPLAINT AND APPEAL PROCEDURES**

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### **Customer Inquiries**

You or a designated representative may direct inquiries to an HMO customer service representative by mail or by calling the toll free telephone number on the back of Your ID card. Inquiries resolved to Your satisfaction will be tracked by the HMO. If an inquiry is not resolved promptly to Your satisfaction, it will be handled according to the Complaint procedure described below.

### **How to File a Complaint with the HMO**

A “Complainant” means You or another person, including a Physician or Provider, designated to act on Your behalf, who files a Complaint.

A “Complaint” means any dissatisfaction expressed by a Complainant orally or in writing to HMO about any aspect of HMO’s operation, including, but not limited to:

- information relied upon in making the benefit determination;
- HMO 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.

It does not mean a misunderstanding or problem of misinformation that is resolved promptly by clearing up the misunderstanding or supplying the appropriate information to Your satisfaction. A Complaint also does not include a Provider’s or Member’s oral or written expression of dissatisfaction or disagreement with an Adverse Determination, which is defined under **How to Appeal an Adverse Determination**.

Within five (5) business days of receiving a Complaint, the HMO will send Complainant a letter acknowledging the date of receipt, along with a description of the HMO’s Complaint process and timeframes. If the Complaint was oral, HMO will also enclose a one-page Complaint form clearly stating that the form must be filled out and returned to HMO for prompt resolution of the Complaint.

Within thirty (30) calendar days after HMO receives the written Complaint or Complaint form, HMO will investigate and resolve the Complaint and send Complainant a letter explaining HMO’s resolution. The letter will include: 1) the specific medical and contractual reasons for the decision, including any applicable benefit exclusion, limitation or medical circumstance; 2) additional information required to adjudicate a claim, if needed; 3) the specialization of any Provider consulted; and 4) a full description of the Complaint appeal process, including deadlines for the appeal process and for the final decision on the appeal.

If You dispute the resolution of the Complaint, You may follow the HMO’s Complaint appeals process described under **How to Appeal an HMO Complaint Decision**. If Your health plan is governed by the Employee Retirement Income Security Act (ERISA), You have the right to bring civil action under 502(a) of ERISA.

Complaints concerning emergencies or denial of continued hospital stays will be investigated and resolved in accordance with the medical or dental immediacy of the case, but no later than one business day from HMO’s receipt of the Complaint.

HMO will not engage in any retaliatory action against You or the Group, including termination or refusal to renew this Certificate of Coverage, because You or the Group has reasonably filed a Complaint against the HMO or appealed a decision of HMO. HMO also shall not retaliate against a Physician or Provider, including termination or refusal to renew their contract, because the Physician or Provider has, on behalf of a Member, reasonably filed a Complaint against the HMO or appealed a decision of HMO.

### **How to Appeal an HMO Complaint Decision**

If the Complaint is not resolved to Your satisfaction, the HMO Complaint appeal process gives You the right to appear in person, by telephone or other technological methods before a Complaint appeal panel in the

## COMPLAINT AND APPEAL PROCEDURES

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Service Area where You normally receive health care services, unless Complainant agrees to another site. The Complaint appeal panel can also consider a written appeal.

HMO will send Complainant an acknowledgment letter no later than five (5) business days after the date HMO receives the written request for appeal, and will complete the appeals process no later than thirty (30) calendar days after receiving the written request for appeal.

To advise HMO on resolution of the dispute, HMO will appoint persons to a Complaint appeal panel composed of an equal number of HMO staff, Physicians or other Providers, and Members of the HMO. Complaint appeal panel representatives will not have been previously involved in the disputed decision. Physicians or other Providers must have experience 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 Complaint appeal panel must include a person who is a Specialist in that field. Members of the HMO on the Complaint appeal panel will not be employees of the HMO.

No later than the fifth business day before the scheduled meeting of the Complaint appeal panel, unless Complainant agrees otherwise, HMO will provide to Complainant or Complainant's designated representative:

- documentation to be presented to the Complaint appeal panel by HMO staff;
- the specialization of any Physicians or Providers consulted during the investigation;
- the name and affiliation of each HMO representative on the Complaint appeal panel; and
- the date and location of the hearing.

Complainant or a designated representative, if Member is a minor or disabled, is entitled to appear before the Complaint appeal panel in person or by conference call or other appropriate technology, and to:

- present written or oral information;
- present alternative expert testimony;
- request the presence of and question those responsible for making the prior determination that resulted in the appeal; and
- bring any person Complainant wishes, but only Complainant may directly question meeting participants.

Complainant or designee will receive a written decision of the Complaint appeal, including the specific medical determination, clinical basis and contractual criteria used to reach the final decision, and the toll-free telephone number and address of the Texas Department of Insurance (TDI).

Complaint appeals relating to an ongoing emergency or denial of continued hospitalization shall be investigated and resolved in accordance with the medical or dental immediacy of the case, but no later than one business day from HMO's receipt of the Complainant's request for an appeal. At the request of Complainant, HMO shall provide (instead of a Complaint appeal panel) a review by a Physician or Provider who has not previously reviewed the case and is of the same or similar specialty that typically manages the medical or dental condition, procedure or treatment under consideration in the appeal. The Physician or Provider reviewing the appeal may interview the patient or patient's designated representative and will decide the appeal. The Physician or Provider may deliver initial notice of the appeal decision orally if he then provides written notice no later than the third day after the date of the decision.

Upon request and free of charge, Complainant or designee may have reasonable access to, and copies of, all documents, records and other information relevant to the claim or appeal, including:

- information relied upon to make the decision;
- information submitted, considered or generated in the course of making the decision, whether or not it was relied upon to make the decision;
- descriptions of the administrative process and safeguards used to make the decision;
- records of any independent reviews conducted by HMO;
- medical judgments, including whether a particular service is Experimental, Investigational or not Medically Necessary or appropriate; and
- expert advice and consultation obtained by HMO in connection with the denied claim, whether or not the advice was relied upon to make the decision.

## COMPLAINT AND APPEAL PROCEDURES

### How to Appeal to the Texas Department of Insurance

Anyone, including persons who attempted to resolve Complaints through HMO's Complaint process and are dissatisfied with the resolution, may report an alleged violation to TDI, Consumer Protection (111- 1A), P.O. Box 149091, Austin, Texas 78714- 9091 or fax to (512) 475- 1771.

You may file a TDI Complaint:

- by mailing to the address listed above;
- by faxing to the number listed above; or
- online at [www.tdi.texas.gov](http://www.tdi.texas.gov).

For general information or information about how to resolve insurance-related Complaints call TDI Consumer Help line between 8 a.m. and 5 p.m., Central Time, Monday through Friday at (800) 252- 3439, or in Austin call (512) 463- 6515. To request a TDI Complaint form call (800) 599- SHOP, or in Austin call (512) 305- 7211.

The Commissioner will investigate a Complaint against HMO within sixty (60) days after TDI receives the Complaint and all information necessary to determine if a violation occurred. The Commissioner may extend the time to complete an investigation if:

- additional information is needed;
- an on- site review is necessary;
- HMO, the Physician or Provider, or Complainant does not provide all documentation necessary to complete the investigation; or
- other circumstances beyond TDI's control occur.

### How to Appeal an Adverse Determination

An "Adverse Determination" means a determination by HMO or a utilization review agent that the health care services provided or proposed to be provided to You are not Medically Necessary or Experimental/Investigational. In life- threatening or urgent care circumstances or if You do not receive a timely decision, You are entitled to an immediate appeal to an Independent Review Organization ("IRO") and are not required to first comply with HMO's appeal of an Adverse Determination process. An IRO is an organization independent of the HMO which may perform a final administrative review of an Adverse Determination made by HMO.

The HMO maintains an internal appeal system that provides reasonable procedures for notification, review, and resolution of an oral or written appeal concerning dissatisfaction or disagreement with an Adverse Determination. You, a person acting on Your behalf, or Your Provider of record must initiate an appeal of an Adverse Determination (which is not part of the Complaint process).

When You, a person acting on Your behalf, or Your Provider of record expresses orally or in writing any dissatisfaction or disagreement with an Adverse Determination, HMO or a utilization review agent will treat that expression as an appeal of an Adverse Determination.

Within five (5) business days after HMO receives an appeal of Adverse Determination, HMO will send to the appealing party a letter acknowledging the date HMO received the appeal and a list of documents the appealing party must submit. If the appeal was oral, HMO will enclose a one- page appeal form clearly stating that the form must be returned to HMO for prompt resolution. HMO has thirty (30) calendar days from receipt of a written appeal of Adverse Determination or the appeal form to complete the appeal process and provide written notice of the appeal decision to the appealing party. The appeal will be reviewed by a health care Provider not involved in the initial decision, who is in the same or similar specialty that typically manages the medical or dental condition, procedure or treatment under review.

Notice of HMO's final decision on the appeal will include the dental, medical and contractual reasons for the resolution; clinical basis for the decision and the specialization of Provider consulted. A denial will also include notice of Your right to have an IRO review the denial and the procedures to obtain a review.

## COMPLAINT AND APPEAL PROCEDURES

### **Expedited Appeal of Adverse Determination (Emergencies or Continued Hospitalization Situations)**

Appeals relating to ongoing emergencies or denials of continued hospital stays are referred directly to an expedited appeal process for investigation and resolution. They will be concluded in accordance with the medical or dental immediacy of the case but in no event will exceed one (1) working day from the date all information necessary to complete the appeal is received. Initial notice of the decision may be delivered orally if followed by written notice of the decision within three (3) days.

The appeal will be reviewed by a health care Provider not involved in the initial decision, who is in the same or similar specialty that typically manages the medical or dental condition, procedure or treatment under review. The Physician or Provider reviewing the appeal may interview the patient or patient's designated representative.

### **How to Appeal to an Independent Review Organization (IRO)**

This procedure (not part of the Complaint process) pertains only to appeals of Adverse Determinations. In life-threatening or urgent care circumstances or if you do not receive a timely decision, You are entitled to an immediate appeal to an IRO and are not required to comply with HMO's appeal of an Adverse Determination process.

Any party whose appeal of an Adverse Determination is denied by HMO may seek review of the decision by an IRO assigned to the appeal. At the time the appeal is denied, HMO will provide You, Your designated representative or Your Provider of record, information on how to appeal the denial, including the approved form, which You, Your designated representative, or Your Provider of record must complete and return to HMO to begin the independent review process.

- In life-threatening or urgent care situations, You, Your designated representative, or Your Provider of record may contact HMO by telephone to request the review and provide the required information.
- HMO will submit medical records, names of Providers and any documentation pertinent to the decision of the IRO.
- HMO will comply with the decision by the IRO.
- HMO will pay for the independent review.

Upon request and free of charge, Member or designee may have reasonable access to, and copies of, all documents, records and other information relevant to the claim or appeal, including:

- information relied upon to make the decision;
- information submitted, considered or generated in the course of making the decision, whether or not it was relied upon to make the decision;
- descriptions of the administrative process and safeguards used to make the decision;
- records of any independent reviews conducted by HMO;
- medical judgments, including whether a particular service is Experimental, Investigational or not Medically Necessary or appropriate; and
- expert advice and consultation obtained by HMO in connection with the denied claim, whether or not the advice was relied upon to make the decision.

The appeal process does not prohibit You from pursuing other appropriate remedies, including: injunctive relief; a declaratory judgment or other relief available under law, if the requirement to exhaust the process for appeal and review places Your health in serious jeopardy. If Your health plan is governed by the Employee Retirement Income Security Act (ERISA), You have the right to bring civil action under 502(a) of ERISA.

For more information about the IRO process, call TDI on the IRO information line at (888) TDI-2IRO (834-2476), or in Austin call- (512) 322-3400.

## COVERED SERVICES AND BENEFITS

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### Copayments

You are liable for certain Copayments to Participating Providers, which are due at the time of service. The Copayment amount for specific Covered Services, benefit limitations and out-of-pocket maximums can be found in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. A Copayment for Basic Benefits shall not exceed fifty percent (50%) of the total cost of the services provided.

### Out-of-Pocket Maximums

Out-of-pocket maximums paid by You or on Your behalf in a Calendar Year for Covered Services shall not exceed two hundred percent (200%) of the total annual Premium. HMO will determine when maximums have been reached based on information provided to HMO by You and Participating Providers to whom You have made Copayments. Once You reach the maximum, You are not required to make additional Copayments for the remainder of the Calendar Year. If You have several covered Dependents, all charges used to apply toward an individual out-of-pocket maximum will be applied towards the family out-of-pocket maximum amount. When the family out-of-pocket maximum amount is reached, You are not required to make additional Copayments for Covered Services for the remainder of the Calendar Year. Note: Your Group has made the following additional benefits available. Copayments for these services do not apply to the out-of-pocket maximum amount. You will have to make Copayments under these benefits even if the out-of-pocket maximum amount has been reached:

- Pharmacy Benefits

### Requirements

All Covered Services, unless otherwise specifically described:

- must be Medically Necessary; and
- must be performed, prescribed, directed or authorized in advance by the PCP and/or the HMO; and
- must be rendered by a Participating Provider; and
- are subject to the Copayment in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**;
- may have limitations, restrictions or exclusions described in **LIMITATIONS AND EXCLUSIONS**; and
- may require Preauthorization.

### Professional Services

Services must be provided or arranged by the PCP and rendered by a licensed Physician. HMO may allow other health Providers to provide Covered Services that may be provided under applicable state law by such Providers. Certain services may be restricted in **LIMITATIONS AND EXCLUSIONS**.

- **PCP or Specialist Office Visits.** Services provided in the medical office of the PCP or authorized Specialist for the diagnosis and treatment of illness or injury.
- **PCP or Specialist Home Visits.** Medically Necessary home visits provided by Participating Physicians when, in the judgment of the PCP or authorized Specialist, the nature of the illness or injury so indicates.

Services of Participating Physicians for diagnosis, treatment and consultation are provided while You are an inpatient or outpatient in a facility for authorized Medically Necessary Covered Services or Emergency Care as defined herein. Inpatient care may be directed by a Participating Physician other than Your PCP.

### Inpatient Hospital Services

Services, except Emergency Care and treatment of breast cancer, must be arranged by Your PCP and Preauthorized by HMO. Covered Services include:

1. semi-private room and board, with no limit to number of days unless otherwise indicated;
2. private rooms when Medically Necessary and authorized by the PCP;

## COVERED SERVICES AND BENEFITS

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3. special diets and meals when Medically Necessary and authorized by the PCP;
4. use of intensive care or cardiac care units and related services when Medically Necessary and authorized by the PCP;
5. use of operating and delivery rooms and related facilities;
6. anesthesia and oxygen services;
7. laboratory, x-ray and other diagnostic services;
8. drugs, medications, biologicals and their administration;
9. general nursing care;
10. special duty and private duty nursing when Medically Necessary and authorized by the PCP;
11. radiation therapy, inhalation therapy and chemotherapy;
12. blood, including cost of blood, blood plasma, and blood plasma expanders, which is not replaced by or for You; and
13. short-term rehabilitation therapy services in a acute hospital setting;
14. treatment of breast cancer for a minimum of forty-eight (48) hours following a mastectomy and twenty-four (24) hours following a lymph node dissection (with no Preauthorization required); provided, however, that such minimum hours of coverage are not required if You and Your attending Physician determine that a shorter period of inpatient care is appropriate. Upon request, the length-of-stay may be extended if HMO determines that an extension is Medically Necessary; and
15. organ and tissue transplants. Preauthorization is required for any organ or tissue transplant, even if the patient is already in a Hospital under another Preauthorization. At the time of preauthorization, HMO will assign a length-of-stay for the admission. Upon request, the length-of-stay may be extended if HMO determines that an extension is Medically Necessary.
  - a. Services, including donor expenses, for the following organ and tissue transplants are covered: kidney; corneal; liver; bone marrow; kidney-pancreas; heart; lung; heart-lung (heart and one lung or heart and both lungs); and peripheral stem cell transplants, but only if all the following conditions are met:
    - (1) the transplant procedure is not Experimental/Investigational in nature;
    - (2) donated human organs or tissue or a United States Food and Drug Administration approved artificial device are used;
    - (3) the recipient is a Member;
    - (4) the Member meets all of the criteria established by HMO in pertinent written medical policies; and
    - (5) the Member meets all of the protocols established by the Hospital in which the transplant is performed.

Covered Services and supplies related to an organ or tissue transplant include, but are not limited to x-rays, laboratory testing, chemotherapy, radiation therapy, prescription drugs, procurement of organs or tissues from a living or deceased donor, and complications arising from such transplant.

- b. Benefits will be determined on the same basis as any other sickness when the transplant procedure is considered Medically Necessary and meets all of the conditions cited above. Benefits will be available for:
  - (1) a recipient who is a Member covered under the HMO;
  - (2) a donor who is a Member covered under the HMO; or
  - (3) a donor who is not a Member covered under the HMO.
- c. Covered Services and supplies include those provided for the:
  - (1) donor search and acceptability testing of potential live donors;
  - (2) evaluation of organs or tissues including, but not limited to, the determination of tissue matches;



## COVERED SERVICES AND BENEFITS

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- (3) removal of organs or tissues from living or deceased donors; and
  - (4) transportation and short-term storage of donated organs or tissues.
- d. No benefits are available for a Member for the following services and supplies:
- (1) living and/or travel expenses of the recipient or a live donor;
  - (2) expenses related to maintenance of life of a donor for purposes of organ or tissue donation;
  - (3) purchase of the organ or tissue other than payment for Covered Services and supplies identified above; and
  - (4) organ or tissue (xenograft) obtained from another species.

### Outpatient Facility Services

Services provided through a Participating Hospital outpatient department or a free-standing facility must be prescribed by the PCP. Preauthorization may be required for the following services:

1. outpatient surgery;
2. radiation therapy and chemotherapy; and
3. dialysis.

### Outpatient Laboratory and X-Ray Services

Laboratory and radiographic procedures, services and materials, including diagnostic x-rays, x-ray therapy, chemotherapy, fluoroscopy, electrocardiograms, laboratory tests and therapeutic radiology services must be ordered, authorized or arranged by the PCP and provided through a Participating facility. Preauthorization may be required.

### Rehabilitation Services

Rehabilitation services and physical, speech and occupational therapies that in the opinion of a Physician are Medically Necessary and meet or exceed Your treatment goals are provided when preauthorized or prescribed by Your PCP or Specialist. For a physically disabled person, treatment goals may include maintenance of functioning or prevention or slowing of further deterioration. Rehabilitation Services may be provided in the Provider's office, in a Hospital as an inpatient, in an outpatient facility, or as home health care visits.

Treatment of Acquired Brain Injury will be covered the same as any other physical condition. Cognitive rehabilitation therapy, cognitive communication therapy, neurocognitive therapy and rehabilitation; neurobehavioral, neurophysiological, neuropsychological and psychophysiological testing or treatment; neurofeedback therapy, remediation, post-acute transition services and community reintegration services, including outpatient day treatment services, or any other post-acute treatment services are covered, if such services are necessary as a result of and related to an Acquired Brain Injury. To ensure that appropriate post-acute care treatment is provided, HMO includes coverage for periodic reevaluation for a Member who: (1) has incurred an Acquired Brain Injury; (2) has been unresponsive to treatment; and (3) becomes responsive to treatment at a later date. Services may be provided at a Hospital, an acute or post-acute rehabilitation hospital, an assisted living facility or any other facility at which appropriate services or therapies may be provided.

## COVERED SERVICES AND BENEFITS

### Maternity Care and Family Planning Services

**Maternity Care.** HMO provides coverage for inpatient care for the mother and the newborn in a Hospital for a minimum of forty-eight (48) hours following an uncomplicated vaginal delivery, or ninety-six (96) hours following an uncomplicated delivery by cesarean section. Preauthorization is not required. Upon request, the length-of-stay may be extended if HMO determines that an extension is Medically Necessary.

Covered Services, which may require Preauthorization, include:

1. prenatal visits;
2. use of Hospital delivery rooms and related facilities. A separate Hospital admission Copayment is not required for a newborn child at time of delivery. If a newborn child is discharged and readmitted to a Hospital more than five (5) days after the date of birth, a separate Hospital admission Copayment for such readmission will be required;
3. use of newborn nursery and related facilities;
4. special procedures as may be Medically Necessary and authorized by the PCP or designated Obstetrician/Gynecologist; and
5. postnatal visits. If the mother or newborn is discharged before the minimum hours of inpatient coverage have passed, the HMO provides coverage for Post-Delivery Care for the mother and newborn. Post-Delivery Care may be provided at the mother's home or a Participating Provider's office or facility. A newborn child will not be required to receive health care services only from Participating Providers if born outside the Service Area due to an emergency or born in a non-network facility to a mother who is not a Member. HMO may require the newborn to be transferred to a Participating facility, at HMO's expense, when determined to be medically appropriate by the newborn's treating Physician.

**Complications of Pregnancy.** Covered Services for Complications of Pregnancy will be the same as for treatment of any other physical illness and may require Preauthorization.

**Family Planning.** Covered Services, which may require Preauthorization, include:

1. diagnostic counseling, consultations and planning services for family planning;
2. insertion or removal of an intrauterine device (IUD), including the cost of the device;
3. diaphragm or cervical cap fitting, including the cost of the device;
4. insertion or removal of birth control device implanted under the skin, including the cost of the device;
5. injectable contraceptive drugs, including the cost of the drug; and
6. voluntary sterilizations, including vasectomy and tubal ligation.

Note: some benefits for family planning are available under **Health Maintenance and Preventive Services**.

**Infertility Services.** Covered Services, which may require Preauthorization, include:

1. diagnostic counseling, consultations, planning services and treatment for problems of fertility and Infertility, subject to the exclusions in **LIMITATIONS AND EXCLUSIONS**. Once the Infertility workup and testing have been completed, subsequent workups and testing will require approval of the HMO Medical Director; and
2. artificial insemination for treatment of Infertility (cost of sperm is not covered).

### Behavioral Health Services

**Outpatient Mental Health Care.** Covered Services include diagnostic evaluation and treatment or crisis intervention when authorized by HMO or its designated behavioral health administrator.

**Inpatient Mental Health Care.** Covered Services include inpatient Mental Health Care when authorized by HMO or its designated behavioral health administrator. Covered Services must be

## COVERED SERVICES AND BENEFITS

rendered based on an individual treatment plan with specific attainable goals and objectives appropriate to both the patient and the treatment modality of the program.

Services in a Residential Treatment Center for Children and Adolescents, a Residential Treatment Center, or a Crisis Stabilization Unit are available only when the Member has an acute condition that substantially impairs thought, perception of reality, emotional process or judgment, or grossly impairs behavior as manifested by recent disturbed behavior, which would otherwise necessitate confinement in a Participating Mental Health Treatment Facility.

**Serious Mental Illness.** Covered Services include treatment of Serious Mental Illness when authorized by HMO or its designated behavioral health administrator and rendered by a Participating Provider. Services are subject to the same limitations as treatment of physical illness.

**Chemical Dependency Services.** Treatment of Chemical Dependency is the same as treatment of any other physical illness, but is restricted as described in **LIMITATIONS AND EXCLUSIONS**. Inpatient treatment of Chemical Dependency must be provided in a Chemical Dependency Treatment Center. Some services may require Preauthorization by HMO or its designated behavioral health administrator.

### Emergency Services

PCPs provide coverage for Members 24 hours a day, 365 days a year. You must notify Your PCP within forty-eight (48) hours of receiving Emergency Care, or as soon as possible without being medically harmful or injurious to You. HMO will pay for a medical screening examination or other evaluation required by Texas or federal law and provided in the emergency department of a Hospital emergency facility, freestanding emergency medical care facility, or comparable emergency facility that is necessary to determine whether an emergency medical condition exists.

**Emergency Care.** Emergency Care services whether rendered by a Participating or non- Participating Providers will be covered, based upon the signs and symptoms presented at the time of treatment as documented by the attending health care personnel, whether the Emergency Care services were received within the Service Area or Out-of-Area. Emergency Care services are subject to the Copayment, unless You are admitted as an inpatient directly from the emergency room, in which case You pay the inpatient Hospital Copayment.

If post stabilization care is required after an Emergency Care condition has been treated and stabilized, the treating Physician or Provider will contact HMO or its designee, who must approve or deny coverage of the post stabilization care requested within one hour of receiving the call.

Notwithstanding anything in this Certificate to the contrary, for Emergency Care rendered by Providers who are not part of HMO's network of Participating Providers (non-Participating Provider) or otherwise contracted with HMO, the Allowable Amount shall be equal to the greatest of the following possible amounts—not to exceed billed charges:

1. the median amount negotiated with Participating Providers for emergency services furnished; or
2. the amount for the Emergency Care service calculated using the same method HMO generally uses to determine payments for non- Participating Provider services by substituting the Participating Providers cost-sharing provisions for the non- Participating Providers cost sharing provisions;
3. the amount that would be paid under Medicare for the Emergency Care; or
4. the agreed rate, or usual and customary rate.

Each of these amounts is calculated excluding any in-network Copayment imposed with respect to the Member.

**Urgent Care.** You may receive Emergency Care services in an urgent care center.

**Out-of-Area Services.** Only Emergency Care services as described above are covered. Continuing or follow-up treatment for accidental injury or Emergency Care is limited to care required before You can return to the Service Area without medically harmful or injurious consequences.

## COVERED SERVICES AND BENEFITS

### Ambulance Services

Professional local ground ambulance service or air ambulance service to the nearest Hospital is covered when authorized by the PCP or for Emergency Care, as defined in this Certificate. When use of air ambulance is being considered and circumstances permit, HMO must approve prior to use.

Emergency ambulance service is covered when the ambulance is ordered by an employer, school, or public safety official, or when You are not in a position to refuse the service.

### Extended Care Services

Covered Services include the following when prescribed by the PCP and authorized by the HMO. Services may have additional limitations as indicated on the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**, and restrictions or exclusions described in **LIMITATIONS AND EXCLUSIONS**.

**Skilled Nursing Facility Services.** Services must be temporary and lead to rehabilitation and an increased ability to function. Custodial Care is not covered. If You remain in a Skilled Nursing Facility after the PCP discharges You or after You reach the maximum benefit period or period authorized by HMO, You will be liable for all subsequent costs incurred.

**Hospice Care.** Care that is provided by a Hospital, Skilled Nursing Facility, Hospice, or a duly licensed Hospice Care agency, is approved by HMO, and is focused on a palliative rather than curative treatment for Members who have a medical condition and a prognosis of less than 6 months to live.

**Home Health Care.** Care in the home by Health Care Professionals who are Participating Providers, including but not limited to registered nurses, licensed practical nurses, physical therapists, inhalation therapists, speech or hearing therapists or home health aides. Services must be provided or arranged by the PCP.

### Health Maintenance and Preventive Services

Covered Services, which may require Preauthorization, and will not be subject to Copayment or dollar maximums, include evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ("UPSTF") or as required by state law:

1. well child care for Members through age seventeen (17) which includes evidenced-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration ("HRSA") for infants, children, and adolescents;
2. periodic health assessments for Members eighteen (18) and older, based on age, sex and medical history;
3. routine immunizations recommended by the American Academy of Pediatrics, U.S. Public Health Service for people in the United States and required by law; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention ("CDC") with respect to the individual involved. Examples of covered immunizations include diphtheria, haemophilus influenza type b, hepatitis B, measles, mumps, pertussis, polio, rubella, tetanus, varicella and any other immunization that is required by the law for a child. (Allergy injections are not considered immunizations under this benefit provision);
4. a physical exam and an annual prostate-specific antigen (PSA) test (once every twelve months) for the detection of prostate cancer for male Members who are at least fifty (50) years of age and asymptomatic; or at least forty (40) years of age with a family history of prostate cancer or another prostate cancer risk factor;
5. bone mass measurement for the detection of low bone mass and to determine risk of osteoporosis and fractures associated with osteoporosis, for qualified individuals including postmenopausal

## COVERED SERVICES AND BENEFITS

women who are not receiving estrogen replacement therapy; individuals with vertebral abnormalities, primary hyperparathyroidism or a history of bone fractures; or individuals receiving long-term glucocorticoid therapy or being monitored to assess the response to or efficacy of an approved osteoporosis drug therapy;

6. preventive care and screenings provided with respect to women, such additional preventive care and screenings provided for in comprehensive guidelines supported by the HRSA such as a well-woman gynecological exam (once every twelve months) for female Members, and a medically recognized diagnostic exam for the early detection of cervical cancer for female Members age eighteen (18) and older. Your PCP or any Obstetrician/Gynecologist in Your PCP's network of Participating Providers may perform the well-woman exam. The exam may include, but is not limited to, a conventional Pap smear screening; a screening using liquid-based cytology methods alone or in combination with a test approved by the United States Food and Drug Administration for the detection of human papillomavirus. You must first obtain a Referral from Your PCP for follow-up services related to treatment of a disease or condition that is not within the scope of an Obstetrician/Gynecologist. For help in selecting an Obstetrician/Gynecologist, refer to the HMO Provider directory, contact Your PCP or call customer service.
7. a screening (non-diagnostic) mammogram (once every twelve months) to detect breast cancer for female Members over the age of thirty-five (35), and for female Members with other risk factors. Mammograms may be obtained whether or not a well-woman exam is performed at the same time;
8. preventive care and screenings provided with respect to women's services will be provided to the following Covered Services and will not be subject to a Copayment:

**Contraceptive Services and Supplies.** Benefits are available for female sterilization procedures and Outpatient Contraceptive Services for women of reproductive capacity. Outpatient Contraceptive Services means a consultation, examination, procedure, or medical service that is related to the use of a drug or device intended to prevent pregnancy.

Benefits will be provided to women with reproductive capacity for specified drugs and devices in each of the following categories of FDA approved contraceptive drugs and devices, including certain: progestin-only contraceptives; combination contraceptives; emergency contraceptives; extended-cycle/continuous oral contraceptives; cervical caps; diaphragms; implantable contraceptives; intra-uterine devices; injectables; transdermal contraceptives and vaginal contraceptive devices. NOTE: Prescription contraceptive medications are covered under **PHARMACY BENEFITS**.

To determine if a specific drug or device is available under this Preventive Services benefit contact customer service at the toll-free number on the back of Your identification card. This list may change as FDA guidelines, medical management and medical policies are modified.

Benefits will also be provided to women with reproductive capacity for FDA approved over-the-counter contraceptives for women with a written prescription by a Participating Provider. You will be required to pay the full amount and submit a reimbursement claim form along with the written prescription to HMO with itemized receipts. Visit the website at [www.bcbstx.com](http://www.bcbstx.com) to obtain an HMO claim form.

Contraceptive drugs and devices not available under this Preventive Services benefit may be covered under other sections of this Certificate, and may be subject to any applicable Copayment.

**Breastfeeding Support, Counseling and Supplies.** Covered Services include support and counseling services obtained from a Participating Provider during pregnancy and/or in the post-partum period. Benefits will also be provided for the rental (or, at HMO's option, the purchase) of manual, or electric breast pumps and supplies. Limited benefits will also be available for the rental (or, at HMO's option, the purchase) of hospital grade breast pumps, from a Participating Provider with a written prescription. You may be required to pay the full amount and submit a reimbursement claim form along with the written prescription to HMO with itemized receipts for the manual, electric

## COVERED SERVICES AND BENEFITS

or hospital grade breast pump and supplies. Visit the website at [www.bcbstx.com](http://www.bcbstx.com) to obtain an HMO claim form.

9. a screening test for hearing loss for Members from birth through age thirty (30) days, and necessary diagnostic follow-up care related to the screening test from birth through age twenty-four (24) months; and
10. a medically recognized diagnostic rectal screening exam for the detection of colorectal cancer for Members age fifty (50) or older. Covered Services include, but are not limited to a fecal occult blood test once every twelve months, a flexible sigmoidoscopy with hemoccult of the stool every five (5) years and a colonoscopy every ten (10) years.

Examples of other covered preventive services that are not subject to Copayment or dollar maximums include smoking cessation counseling services, healthy diet counseling and obesity screening/counseling.

The covered preventive services described above may change as the USPSTF, CDC, HRSA guidelines and state laws are modified. If a recommendation or guideline for a particular preventive service does not specify the frequency, method, treatment or setting in which it must be provided, HMO may use reasonable medical management techniques to determine benefits. For more information, contact customer service at the toll-free number on Your identification card.

If a covered preventive service is provided during an office visit and is billed separately from the office visit, You may be responsible for a Copayment for the office visit only. If an office visit and the preventive health service are not billed separately and the primary purpose of the visit was not the preventive health service, You may be responsible for a Copayment for the office visit including the preventive health service.

Additional preventive screening services, which may require Preauthorization and may be subject to Copayment or dollar maximums include:

1. eye and ear screenings (once every twelve months) performed or authorized by the PCP for Members through age seventeen (17) to identify vision and hearing problems. Eye screenings may be performed in the PCP office and do not include refractions;
2. eye and ear screenings (once every two years) performed or authorized by the PCP for Members eighteen (18) and older to identify vision and hearing problems. Eye screenings may be performed in the PCP office and do not include refractions; and
3. early detection test for cardiovascular disease. Benefits are available for one of the following noninvasive screening tests for atherosclerosis and abnormal artery structure and function every five years when performed by a laboratory that is certified by a recognized national organization: (1) computed tomography (CT) scanning measuring coronary artery calcifications; or (2) ultrasonography measuring carotid intima-media thickness and plaque.

Tests are available to each covered Member 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. The Member must be a diabetic or have a risk of developing coronary heart disease, based on a score derived using the Framingham Heart Study coronary prediction algorithm that is intermediate or higher.

Benefits are limited as indicated on the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

### Dental Surgical Procedures

General dental services are not covered, but limited oral surgical procedures are covered when prescribed by Your PCP and performed in a Participating Provider's office or in the inpatient or outpatient setting. If You are unable to undergo dental treatment in a dental office or under local anesthesia due to a documented physical, mental or medical reason, You shall have coverage for Medically Necessary, non-dental related services to the dental treatment. The following Covered Services may require Preauthorization by HMO:

1. treatment for accidental injury to Sound Natural Adult Teeth, the jaw bones or surrounding tissues, not caused by biting or chewing, when initial treatment is sought within twenty-four (24) hours of

## COVERED SERVICES AND BENEFITS

the accident and completed within twenty-four (24) months of the initial treatment. "Sound Natural Adult Teeth" means teeth that are free of active or chronic clinical decay, have at least 50% bony support, are functional in the arch, and have not been excessively weakened by multiple dental procedures;

2. treatment or correction of a non-dental physiological condition which has resulted in severe functional impairment;
3. treatment for tumors and cysts requiring pathological examination of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
4. diagnostic and surgical treatment of conditions affecting the temporomandibular joint (including the jaw or craniomandibular joint) as a result of an accident, a trauma, a congenital defect, a developmental defect, or a pathology; and
5. removal of complete bony impacted teeth.

### Cosmetic, Reconstructive or Plastic Surgery

Coverage will be the same as for treatment of any other physical illness generally, only when prescribed or arranged by Your PCP, and may require Preauthorization by HMO. Covered Services are limited to the following:

1. surgery to correct a defect resulting from accidental injury when initial treatment is sought within twenty-four (24) hours of the accident and completed within twenty-four (24) months of the initial treatment;
2. surgery to correct a functional defect which results from a congenital and/or acquired disease or anomaly;
3. surgical reconstruction of the breast following a mastectomy, and surgical reconstruction of the other breast to achieve a symmetrical appearance; and
4. Reconstructive Surgery for Craniofacial Abnormalities for a Member under age eighteen (18).

### Allergy Care

Covered Services for testing and treatment must be provided or arranged by the PCP.

### Diabetes Care

**Diabetes Self-Management Training.** Covered Services, which may require Preauthorization, include instructions enabling a person with diabetes and/or his caretaker to understand the care and management of diabetes; development of an individualized management plan; nutritional counseling and proper use of diabetes equipment and supplies. Diabetes self-management training is provided upon the following occasions:

1. the initial diagnosis of diabetes;
2. a significant change in symptoms or condition that requires changes in Your self-management regime, as diagnosed by a Participating Physician or practitioner;
3. the prescription of periodic or episodic continuing education warranted by the development of new techniques and treatments for diabetes; or
4. the need for a caretaker or a change in caretakers for the person with diabetes necessitates diabetes management training for the caretaker.

**Diabetes Equipment and Supplies.** Diabetes equipment and supplies are covered for Members diagnosed with insulin dependent or non-insulin dependent diabetes; elevated blood glucose levels induced by pregnancy; or another medical condition associated with elevated blood glucose levels.

Diabetes equipment and supplies include, but are not limited to: blood glucose monitors; insulin pumps and necessary accessories; insulin infusion devices; podiatric appliances (including up to two pairs of

## COVERED SERVICES AND BENEFITS

therapeutic footwear per Calendar Year); visual reading and urine test strips and tablets that test for glucose, ketones and protein; injection aids, including devices used to assist with insulin injection and needleless systems; and glucagon emergency kits. Diabetes equipment and supplies also include prescription orders for insulin and insulin analog preparations, prescriptive and nonprescriptive oral agents for controlling blood sugar levels and biohazard disposable containers. When these items are obtained, You may be required to pay the full amount of their bill and submit a reimbursement claim form to HMO with itemized receipts. Visit the website at [www.bcbstx.com](http://www.bcbstx.com) to obtain an HMO Blue Texas medical claim form. If You choose to purchase diabetes supplies utilizing pharmacy benefits, You must pay the applicable **PHARMACY BENEFITS** Copayment in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences. No claim forms are required.

### Prosthetic Appliances and Orthotic Devices

The following covered appliances and devices must be provided or arranged by the PCP, and may require Preauthorization by HMO.

1. Initial Prosthetic Appliances are covered subject to restrictions in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and **LIMITATIONS AND EXCLUSIONS**.
2. Repair and replacement of Prosthetic Appliances and orthotic devices are covered unless the repair and replacement is a result of misuse or loss by You.
3. Orthopedic braces, such as orthopedic appliances used to support, align, or hold bodily parts in a correct position; crutches, including rigid back, leg or neck braces; casts for treatment of any part of the legs, arms, shoulders, hips or back; special surgical and back corsets; and Physician-prescribed, directed or applied dressings, bandages, trusses and splints that are custom designed for the purpose of assisting the function of a joint.
4. Initial breast prostheses and two surgical brassieres after mastectomy.
5. One wig needed as a result of current chemotherapy or radiation treatment for cancer, subject to any maximum amount indicated on the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

### Therapies for Children with Developmental Delays

Covered Services include treatment for “Developmental Delays”, which means a significant variation in normal development as measured by appropriate diagnostic instruments and procedures in one or more of the following areas:

- cognitive;
- physical;
- communication;
- social or emotional; or
- adaptive.

Treatment includes the necessary rehabilitative and habilitative therapies in accordance with an “Individualized Family Service Plan”, which is the initial and ongoing treatment plan developed and issued by the Interagency Council on Early Childhood Intervention under Chapter 73 of the Human Resources Code for a dependent child with Developmental Delays, including:

- occupational therapy evaluations and services;
- physical therapy evaluations and services;
- speech therapy evaluations and services; and
- dietary or nutritional evaluations.

You must submit an Individualized Family Service Plan to HMO before You receive any services, and again if the Individualized Family Service Plan is changed. After a child is three (3) years of age and services under the Individualized Family Service Plan are completed, the standard contractual provisions in this Certificate and any benefit exclusions or limitations will apply.



## COVERED SERVICES AND BENEFITS

### Autism Spectrum Disorder

Generally recognized services prescribed in relation to Autism Spectrum Disorder by Your PCP in a treatment plan recommended by that Physician are available. No benefit maximums will apply.

Individuals providing treatment prescribed under that plan must be:

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

Treatment may include services such as:

- evaluation and assessment services;
- screening at 18 and 24 months;
- applied behavior analysis;
- behavior training and behavior management;
- speech therapy;
- occupational therapy;
- physical therapy; or
- medications or nutritional supplements used to address symptoms of Autism Spectrum Disorder.

All standard contractual provisions of this Certificate will apply, including but not limited to, defined terms, limitations and exclusions.

### Routine Patient Costs for Participants in Certain Clinical Trials

Covered Services for Routine Patient Care Costs, as defined in **DEFINITIONS** are provided in connection with 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 cancer or other life threatening disease or condition and is one of the following:

Any of the following federally funded or approved trials:

- the Centers for Disease Control and Prevention of the United States Department of Health and Human Services
- the National Institutes of Health (NIH)
- Centers for Medicare and Medicaid Services
- Agency for Healthcare Research and Quality
- A cooperative group or center of any of the previous entities
- the United States Food and Drug Administration
- the United States Department of Defense (DOD)
- the United States Department of Veterans Affairs (VA)
- a qualified non- governmental research entity identified in guidelines issued by the NIH for center support grants or the DOD, VA or Department of Energy if the study has been reviewed and approved through a peer review system;
- 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.
- a clinical trial conducted under an FDA investigational new drug application
- a drug trial that is exempt from the requirement of an FDA investigational new drug application

Services are not available under this section 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. Services must be provided or arranged by the PCP.

## **LIMITATIONS AND EXCLUSIONS**

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The following benefits are not covered unless specifically provided for in **COVERED SERVICES AND BENEFITS** or **PHARMACY BENEFITS**.

1. Services or supplies of non-Participating Providers or self-referral to a Participating Provider, except:
  - a. Emergency Care;
  - b. when authorized by HMO or Your PCP; and
  - c. female Members may directly access an Obstetrician/Gynecologist for: (1) well-woman exams; (2) obstetrical care; (3) care for all active gynecological conditions; and (4) diagnosis, treatment and referral for any disease or condition within the scope of the professional practice of the Obstetrician/Gynecologist.
2. Services or supplies which in the judgment of the PCP or HMO are not Medically Necessary and essential to the diagnosis or direct care and treatment of a sickness, injury, condition, disease or bodily malfunction as defined herein.
3. If a service is not covered, HMO will not cover any services related to it. Related services are:
  - a. services in preparation for the non-covered service;
  - b. services in connection with providing the non-covered service;
  - c. hospitalization required to perform the non-covered service; or
  - d. services that are usually provided following the non-covered service, such as follow-up care or therapy after surgery.
4. Experimental/Investigational services and supplies.
5. Any charges resulting from the failure to keep a scheduled visit with a Participating Provider or for acquisition of medical records.
6. Special medical reports not directly related to treatment.
7. Examinations, testing, vaccinations or other services required by employers, insurers, schools, camps, courts, licensing authorities, other third parties or for personal travel.
8. Services or supplies provided by a person who is related to a Member by blood or marriage and self administered services.
9. Services or supplies for injuries sustained as a result of war, declared or undeclared, or any act of war or while on active or reserve duty in the armed forces of any country or international authority.
10. Benefits for which You are eligible through entitlement programs of the federal, state, or local government, including but not limited to Medicare, Medicaid or their successors.
11. Care for conditions that federal, state or local law requires to be treated in a public facility.
12. Appearances at court hearings and other legal proceedings, and any services relating to judicial or administrative proceedings or conducted as part of medical research.
13. Services or supplies provided in connection with an occupational sickness or an injury sustained in the scope of and in the course of any employment whether or not benefits are, or could upon proper claim be, provided under the Workers' Compensation law.
14. Any services and supplies provided to a Member incurred outside the United States if the Member traveled to the location for the purposes of receiving medical services, supplies, or drugs.
15. Transportation services except as described in **Ambulance Services**, or when approved by HMO.

## LIMITATIONS AND EXCLUSIONS

16. Personal or comfort items, including but not limited to televisions, telephones, guest beds, admission kits, maternity kits and newborn kits provided by a Hospital or other inpatient facility.
17. Private rooms unless Medically Necessary and authorized by the HMO. If a semi-private room is not available, HMO covers a private room until a semi-private room is available.
18. Any and all transplants of organs, cells, and other tissues, except as described in **Inpatient Hospital Services**. Services or supplies related to organ and tissue transplant or other procedures when You are the donor and the recipient is not a Member are not covered.
19. Services or supplies for Custodial Care.
20. Services or supplies furnished by an institution that is primarily a place of rest, a place for the aged or any similar institution.
21. Private duty nursing, except when determined to be Medically Necessary and ordered or authorized by the PCP.
22. Services or supplies for Dietary and Nutritional Services, including home testing kits, vitamins, dietary supplements and replacements, and special food items, except:
  - a. an inpatient nutritional assessment program provided in and by a Hospital and approved by HMO;
  - b. dietary formulas necessary for the treatment of phenylketonuria or other heritable diseases;
  - c. as described in **Diabetes Care**;
  - d. as described in **Autism Spectrum Disorder**; or
  - e. as described in **Therapies for Children with Developmental Delays**.
23. Services or supplies for Cosmetic, Reconstructive or Plastic Surgery, including breast reduction or augmentation (enlargement) surgery, even when Medically Necessary, except as described in **Cosmetic, Reconstructive or Plastic Surgery**.
24. Services or supplies provided primarily for:
  - a. Environmental Sensitivity; or
  - b. Clinical Ecology or any similar treatment not recognized as safe and effective by the American Academy of Allergists and Immunologists; or
  - c. inpatient allergy testing or treatment.
25. Services or supplies provided for, in preparation for, or in conjunction with the following, except as described in **Maternity Care and Family Planning Services**.
  - a. sterilization reversal (male or female);
  - b. transsexual surgery and related treatment, including hormone therapy and medical or psychological counseling;
  - c. treatment of sexual dysfunction including medications, penile prostheses and other surgery, and vascular or plethysmographic studies that are used only for diagnosing impotence;
  - d. promotion of fertility through extra-coital reproductive technologies including, but not limited to, super ovulation uterine capacitation enhancement, direct-intraperitoneal insemination, trans-uterine tubal insemination, gamete intrafallopian transfer, pronuclear oocyte stage transfer, zygote intrafallopian transfer and tubal embryo transfer;
  - e. any services or supplies related to in vitro fertilization or other procedures when You are the donor and the recipient is not a Member;
  - f. in vitro fertilization and fertility drugs.
26. Services or supplies in connection with routine foot care, including the removal of warts, corns, or calluses, or the cutting and trimming of toenails in the absence of diabetes, circulatory disorders of the lower extremities, peripheral vascular disease, peripheral neuropathy, or chronic arterial or venous insufficiency.

## LIMITATIONS AND EXCLUSIONS

27. Services or supplies in connection with foot care for flat feet, fallen arches, or chronic foot strain.
28. Services or supplies for reduction of obesity or weight, including surgical procedures and prescription drugs, even if the Member has other health conditions which might be helped by a reduction of obesity or weight, except for healthy diet counseling and obesity screening/counseling as may be provided under **Preventive Services**.
29. Services or supplies for, or in conjunction with, chelation therapy, except for treatment of acute metal poisoning.
30. Services or supplies for dental care, except as described in **Dental Surgical Procedures**.
31. Non-surgical or non-diagnostic services or supplies for treatment or related services to the temporomandibular (jaw) joint or jaw-related neuromuscular conditions with oral appliances, oral splints, oral orthotics, devices, prosthetics, dental restorations, orthodontics, physical therapy, or alteration of the occlusal relationships of the teeth or jaws to eliminate pain or dysfunction of the temporomandibular joint and all adjacent or related muscles and nerves. Medically Necessary diagnostic and/or surgical treatment is covered for conditions affecting the temporomandibular joint (including the jaw or craniomandibular joint) as a result of an accident, trauma, congenital defect, developmental defect or pathology, as described in **Dental Surgical Procedures, item 4**.
32. Alternative treatments such as acupuncture, acupressure, hypnotism, massage therapy and aroma therapy.
33. Services or supplies for:
  - a. intersegmental traction;
  - b. surface EMGs;
  - c. spinal manipulation under anesthesia;
  - d. muscle testing through computerized kinesiology machines such as Isostation, Digital Myograph and Dynatron.
34. Galvanic stimulators or TENS units.
35. Disposable or consumable outpatient supplies, such as syringes, needles, blood or urine testing supplies (except as used in the treatment of diabetes); sheaths, bags, elastic garments, stockings and bandages, garter belts, ostomy bags.
36. Prosthetic Appliances or orthotic devices not described in **Diabetes Care** or **Prosthetic Appliances and Orthotic Devices** including, but not limited to:
  - a. orthodontic or other dental appliances or dentures;
  - b. splints or bandages provided by a Physician in a non-Hospital setting or purchased over the counter for the support of strains and sprains;
  - c. corrective orthopedic shoes, including those which are a separable part of a covered brace; specially-ordered, custom-made or built-up shoes and cast shoes; shoe inserts designed to support the arch or effect changes in the foot or foot alignment; arch supports; orthotics; braces; splints or other foot care items.
37. Services and supplies for smoking cessation programs and the treatment of nicotine addiction, except for smoking cessation counseling as may be provided under **Preventive Services**.
38. Psychological/neuropsychological testing and psychotherapy services including, but not limited to:
  - a. educational testing;
  - b. employer/government mandated testing;
  - c. testing to determine eligibility for disability benefits;
  - d. testing for legal purposes (e.g. custody/placement evaluations, forensic evaluations, and court mandated testing;

## LIMITATIONS AND EXCLUSIONS

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- e. testing for vocational purposes (e.g., interest inventories, work related inventories, and career development);
  - f. services directed at enhancing one's personality or lifestyle;
  - g. vocational or religious counseling;
  - h. activities primarily of an educational nature;
  - i. music or dance therapy;
  - j. bioenergetic therapy; or
  - k. psychotherapeutic services accessed concurrently by more than one Mental Healthcare Provider.
39. Biofeedback (except for an Acquired Brain Injury diagnosis) or other behavior modification services.
40. Mental health services except as described in **Behavioral Health Services** or as may be provided under **Autism Spectrum Disorder**.
41. Residential Treatment Centers for Chemical Dependency that are not:
- a. affiliated with a Hospital under a contractual agreement with an established system for patient Referral;
  - b. accredited as such a facility by the Joint Commission on Accreditation of Hospitals;
  - c. licensed as a Chemical Dependency treatment program by the Texas Commission on Alcohol and Drug Abuse; or
  - d. licensed, certified or approved as a Chemical Dependency treatment program or center by any other state agency having legal authority to so license, certify or approve.
42. Trauma or wilderness programs for behavioral health or Chemical Dependency treatment.
43. Durable Medical Equipment.
44. Hearing aids.
45. Over-the-counter supplies or medicines and prescription drugs and medications of any kind, except;
- a. as provided while confined as an inpatient,
  - b. as provided under **Autism Spectrum Disorder**;
  - c. as provided under **Diabetes Care**;
  - d. Contraceptive devices and FDA-approved over-the-counter contraceptives for women with a written prescription from a Participating Provider
  - e. if covered under **PHARMACY BENEFITS**.
46. Vision services and supplies for the following:
- a. contact or corrective lenses;
  - b. eyeglass frames;
  - c. routine eye exams, except routine eye screenings as described in **Health Maintenance and Preventive Services**, and eye refractions;
  - d. visual orthoptics or visual training;
  - e. services or supplies for radial keratotomy; or
  - f. surgical procedures for refractive treatment.
47. Male contraceptive devices, including over-the-counter contraceptive products such as condoms; female contraceptive devices, including over-the-counter contraceptive products such as spermicide, when not prescribed by a Participating Provider.

## PHARMACY BENEFITS

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### Definitions

In addition to the applicable terms provided in the **DEFINITIONS** section of this Certificate, the following terms will apply specifically to this **PHARMACY BENEFITS** section.

**Allowable Amount** means the maximum amount determined by HMO to be eligible for consideration of payment for a particular covered drug. As applied to Participating Pharmacies the Allowable Amount is based on the provisions of the contract between HMO and the Participating Pharmacy in effect on the date of service. As applied to **Prescription Drugs Purchased Outside of the Service Area**, the Allowable Amount is based on the Participating Pharmacy contract rate.

**Brand Name Drug** means a drug or product manufactured by a single manufacturer as defined by a nationally recognized provider of drug product database information. There may be some cases where two manufacturers will produce the same product under one license, known as a co-licensed product, which would also be considered as a Brand Name Drug. There may also be situations where a drug's classification changes from generic to Preferred Brand Name due to a change in the market resulting in the generic being a single source, or the drug product database information changing, which would also result in a corresponding change in Copayment obligations from generic to Preferred Brand Name.

**Copayment** means the dollar amount paid by the Member for each Prescription Order filled or refilled through a Participating Pharmacy.

**Generic Drug** means a drug that has the same active ingredient as the Brand Name Drug and is allowed to be produced after the brand name drug's patent has expired. In determining the brand or generic classification for covered drugs and corresponding Member Copayment responsibility, HMO utilizes the generic/brand status assigned by a nationally recognized provider of drug product database information.

**Health Care Practitioner** means an advanced practice nurse, doctor of medicine, doctor of dentistry, physical assistant, doctor of osteopathy, doctor of podiatry, or other licensed person with prescription authority.

**Legend Drug** means a drug, biological, or compounded prescription which is required by law to have a label stating "Caution - Federal Law Prohibits Dispensing Without a Prescription," and which are approved by the FDA for a particular use or purpose.

**National Drug Code (NDC)** means a national classification system for the identification of drugs.

**Non-Preferred Brand Name Drug** means a brand name prescription drug product that does not appear on the preferred drug list. Drugs that do not appear on the preferred drug list are subject to the Non-Preferred Brand Name Drug Copayment. The preferred drug list is available by accessing the website at [www.bcbstx.com/member/rx\\_drugs.html](http://www.bcbstx.com/member/rx_drugs.html).

**Participating Pharmacy** means an independent retail Pharmacy, chain of retail Pharmacies or mail-order program Pharmacy which have entered into a written agreement with HMO to provide pharmaceutical services to Members under this Certificate.

**Pharmacy** means a state and federally licensed establishment where the practice of pharmacy occurs, that is physically separate and apart from any Provider's office, and where Legend Drugs and devices are dispensed under Prescription Orders to the general public by a pharmacist licensed to dispense such drugs and devices under the laws of the state in which he practices.

**Preferred Brand Name Drug** means a brand name prescription drug product that is identified on the preferred drug list and is subject to the Preferred Brand Name Drug Copayment. The list is available by accessing the website at [www.bcbstx.com/member/rx\\_drugs.html](http://www.bcbstx.com/member/rx_drugs.html).

**Prescription Order** means a written or verbal order from Your authorized Health Care Practitioner to a pharmacist for a drug or device to be dispensed.

## PHARMACY BENEFITS

### Covered Drugs

Benefits for Medically Necessary covered drugs prescribed to treat You for a chronic, disabling, or life-threatening illness covered by HMO are available if the drug has been approved by the United States Food and Drug Administration (FDA) for at least one indication and is recognized by the following for treatment of the indication for which the drug is prescribed:

- a prescription drug reference compendium approved by the Texas Department of Insurance, or
- substantially accepted peer-reviewed medical literature.

As new drugs are approved by the Food and Drug Administration (FDA), such drugs, unless the intended use is specifically excluded by HMO, are eligible for benefits. Some equivalent drugs are manufactured under multiple brand names. In such cases, HMO may limit benefits to only one of the brand equivalents available. Copayments for covered drugs are shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

**Injectable Drugs.** Injectable drugs approved by the FDA for self-administration are covered. You are responsible for any Copayments as shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and pricing differences that may apply to the covered drug dispensed. Injectable drugs include, but are not limited to, insulin and Imitrex.

The day supply of disposable syringes and needles You will need for self-administration injections will be limited on each occasion dispensed to amounts appropriate to the dosage amounts of covered injectable drugs actually prescribed and dispensed, but cannot exceed 100 syringes and needles per Prescription Order in a 30-day period.

**Diabetes Supplies for Diabetes Care.** Insulin, insulin analogs, insulin pens, insulin syringes, needles, injection devices, glucagon emergency kits, lancets, lancet devices, test strips specified for use with a corresponding blood glucose monitor, visual reading strips and urine and blood testing strips, and tablets which test for glucose, ketones, and protein, and prescriptive and nonprescriptive oral agents for controlling blood sugar levels are covered. If You choose to purchase diabetes supplies utilizing **PHARMACY BENEFITS**, You must pay the applicable Copayment in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences. No claim forms are required.

**Preventive Care.** Over-the-counter drugs which have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ("USPSTF") or as required by state law will be covered and will not be subject to any Copayment or dollar maximums.

**Formulas for the Treatment of Phenylketonuria or Other Heritable Diseases.** Dietary formulas necessary for the treatment of phenylketonuria or other heritable diseases are covered.

**Amino Acid-Based Elemental Formulas.** Formulas, regardless of the formula delivery method, used for the diagnosis and treatment of:

- immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins;
- severe food protein-induced enterocolitis syndromes;
- eosinophilic disorders, as evidenced by the results of biopsy; and
- disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract.

A Prescription Order from Your Health Care Practitioner is required.

**Orally Administered Anticancer Medication.** Benefits are available for Medically Necessary orally administered anticancer medication that is used to kill or slow the growth of cancerous cells. Copayments will not apply to certain orally administered anticancer medication on the oral cancer drug list. To determine if a specific drug is included in this benefit access the website at [www.bcbstx.com](http://www.bcbstx.com) or contact customer service at the toll-free number on Your identification card.

### Selecting a Pharmacy

When You need a Prescription Order filled, You should use a Participating Pharmacy. Each prescription or refill is subject to the Copayment shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

## PHARMACY BENEFITS

**Participating Pharmacy.** When You go to a Participating Pharmacy, You must pay any Copayment and any applicable pricing differences. You may be required to pay for limited or non-Covered Services. No claim forms are required. If You are unsure whether a Pharmacy is a Participating Pharmacy, You may access the website at [www.bcbstx.com](http://www.bcbstx.com) (Provider Finder) or contact customer service at the toll-free number on Your identification card.

**Mail-Order Program.** If You elect to use the mail-order service, You must mail Your Prescription Order to the address provided on the mail-order prescription form and send in Your payment for each prescription filled or refilled. Each prescription or refill is subject to the Copayment shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences, payable by Member directly to the mail-order Pharmacy.

Some drugs may not be available through the mail-order program. If You have any questions about this mail-order program, need assistance in determining the amount of Your payment, or need to obtain the mail-order prescription claim form, You may access the website at [www.bcbstx.com/member/rx\\_drugs.html](http://www.bcbstx.com/member/rx_drugs.html) or contact customer service at the toll-free number on Your identification card. Mail the completed form, Your Prescription Orders(s) and payment to the address indicated on the form.

**Prescription Drugs Purchased Outside of the Service Area.** HMO will reimburse You for the Allowable Amount of the prescription drugs less the Out-of-Area Drug Copayment shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**, for covered prescription drugs which You purchase outside of the Service Area. You must submit a completed claim form to HMO, including Your name, the prescribing authorized Health Care Practitioner's name, the date of purchase, NDC of the drug, and itemized receipts indicating the total cost of the prescription within ninety (90) days of the date of purchase to qualify for reimbursement under the **PHARMACY BENEFITS**. You may access the website at [www.bcbstx.com/member/rx\\_drugs.html](http://www.bcbstx.com/member/rx_drugs.html) to obtain a prescription reimbursement claim form.

### Your Cost

**How Copayment Amounts Apply.** If the Allowable Amount of the Drug is less than the Copayment, You pay the lower cost. You will pay no more than the applicable Preferred Brand Name Drug or Non-Preferred Brand Name Drug Copayment if the prescription has no generic equivalent. If You receive a Brand Name Drug when a generic equivalent is available, the Copayment will be the total of the Generic Drug Copayment plus the difference between the cost of the Generic Drug equivalent and the cost of the Brand Name Drug.

**Drug Coupons, Rebates and Other Discounts.** Drug manufacturers may offer drug coupons, rebates or other drug discounts to Members, which may impact the benefits provided under this Certificate. The total benefits payable will not exceed the balance of the Allowable Amount remaining after all drug coupons, rebates or other drug discounts have been applied. The Member agrees to reimburse HMO any excess amounts for benefits we have paid You and for which You are not eligible due to the application of drug coupons, rebates or other drug discounts.

### About Your Benefits

**Preferred Drug List.** A Preferred Brand Name Drug is subject to the Preferred Brand Name Drug Copayment plus any applicable pricing differences. These drugs are identified on the Preferred drug list. HMO will periodically review the preferred drug list and adjust it to modify the preferred/non-preferred Brand Name Drug status of new and existing drugs. Changes to the preferred drug list will be implemented on the next renewal date of the Group Agreement. The applicable preferred drug list is indicated in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. The preferred drug list and any modifications thereto will be made available to Members. Preferred drug list is available by accessing the website at [www.bcbstx.com/pharmacy](http://www.bcbstx.com/pharmacy) or by contacting customer service at the toll-free number on Your identification card. Drugs that do not appear on Preferred drug list may be subject to the Non-Preferred Drug Copayment and any applicable pricing differences.

**Day Supply.** Benefits for covered drugs obtained from a Participating Pharmacy are provided up to the maximum day supply limit as shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. HMO has the



## PHARMACY BENEFITS

right to determine the day supply. Payment for benefits covered by HMO may be denied if drugs are dispensed or delivered in a manner intended to change, or having the effect of changing or circumventing, the stated maximum day supply limitation.

If You are leaving the country or need an extended supply of medications, call customer service at least two weeks before You intend to leave. Extended supplies or vacation override are not available through the mail-order program, but may be approved through the retail Pharmacy only. In some cases, You may be asked to provide proof of continued membership eligibility under the Certificate.

**Dispensing/Quantity Versus Time Limits.** The maximum quantity of a given prescription drug indicates the number of units to be dispensed and is determined based on pertinent medical information and clinical efficacy and safety. Quantities of some drugs are restricted regardless of the quantity ordered by the Health Care Practitioner. To determine if a specific drug is subject to this limitation, You may access the website at [www.bcbstx.com](http://www.bcbstx.com) or contact customer service at the toll-free number on Your identification card.

If a Prescription Order is written for a certain quantity of medication to be taken in a time period directed by a Health Care Practitioner, the Prescription Order will only be covered for a clinically appropriate pre-determined quantity of medication for the specified amount of time. Dispensing limits are based upon FDA dosing recommendations and nationally recognized clinical guidelines.

If You require a Prescription Order in excess of the dispensing limit established by HMO, ask Your Health Care Practitioner to submit a request for clinical review on Your behalf. The Health Care Practitioner can obtain an override request form by accessing our website at [www.bcbstx.com/provider](http://www.bcbstx.com/provider). Any pertinent medical information along with the completed form should be faxed to Clinical Pharmacy Programs at the fax number indicated on the form. The request will be approved or denied after evaluation of the submitted clinical information. HMO has the right to determine dispensing limits at its sole discretion. Payment for benefits covered by HMO may be denied if drugs are dispensed or delivered in a manner intended to change, or having the effect of changing or circumventing, the stated maximum quantity limitation.

**Controlled Substance Limits.** In the event HMO determines that a Member may be receiving quantities of a Controlled Substance not supported by FDA approved dosages or recognized treatment guidelines, any additional drugs may be subject to a review for medical necessity, appropriateness and other coverage restrictions such as limiting coverage to services by a certain Provider and/or Participating Pharmacy for the prescribing and dispensing of the Controlled Substance.

**Step Therapy.** Coverage for certain prescription drugs or drug classes is subject to a step therapy program. Step therapy programs favor the use of clinically acceptable alternative medications that may be less costly for you prior to those medications on the step therapy list of drugs being covered under HMO.

When You submit a Prescription Order to a Participating Pharmacy for one of these designated medications, the pharmacist will be alerted if the online review of Your prescription claims history indicates an acceptable alternative medication has not been previously tried. If so, a toll-free phone number will be provided to You for Your Health Care Practitioner to call and obtain additional program and criteria information. A list of step therapy medications is available to You and Your Health Care Practitioner on our website at [www.bcbstx.com/provider](http://www.bcbstx.com/provider) or contact customer service at the toll-free number on Your identification card.

If it is Medically Necessary, coverage can be obtained for the prescription drugs or drug classes subject to the step therapy program without trying an alternative medication first. In this case, Your Health Care Practitioner must contact HMO to obtain prior authorization for coverage of such drug. If authorization is granted, the Health Care Practitioner will be notified and the medication will then be covered at the applicable Copayment.

**Prior Authorization.** Coverage for certain designated prescription drugs is subject to prior authorization criteria. This means that in order to ensure that a drug is safe, effective, and part of a specific treatment plan, certain medications may require prior authorization and the evaluation of additional clinical information before dispensing. You and Your Health Care Practitioner may access a list of the medications which require prior authorization on our website at [www.bcbstx.com/provider](http://www.bcbstx.com/provider) or contact customer service at the toll-free number on Your identification card.

## PHARMACY BENEFITS

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When You submit a Prescription Order to a Participating Pharmacy for one of these designated medications, the pharmacist will be alerted online if Your Prescription Order is on the list of medications which require prior authorization before it can be filled. If this occurs, Your Health Care Practitioner will be required to submit an authorization form. This form may also be submitted by Your Health Care Practitioner in advance of the request to the Pharmacy. The Health Care Practitioner can obtain the authorization form by accessing our website at [www.bcbstx.com/provider](http://www.bcbstx.com/provider). The requested medication may be approved or denied for coverage by HMO based upon its accordance with established clinical criteria

**Right of Appeal.** In the event that a requested Prescription Order is denied on the basis of dispensing/quantity versus time dispensing limits, step therapy criteria or prior authorization criteria with or without Your authorized Health Care Practitioner having submitted clinical documentation, You have the right to appeal as explained in the **COMPLAINT AND APPEAL PROCEDURES** section of this Certificate.

Sample

## PHARMACY BENEFITS

### Limitations and Exclusions

Pharmacy Benefits are not available for:

1. Drugs which by law do not require a Prescription Order, except as indicated under Preventive Care in **PHARMACY BENEFITS**, from an authorized Health Care Practitioner and Legend Drugs or covered devices for which no valid Prescription Order is obtained. (Insulin, insulin analogs, insulin pens, prescriptive and nonprescriptive oral agents for controlling blood sugar levels are covered.)
2. Prescription drugs if there is an over-the-counter product available with the same active ingredient(s) in the same strength, unless otherwise determined by HMO.
3. Drugs required by law to be labeled: "Caution - Limited by Federal Law to Investigational Use," or Experimental drugs, even though a charge is made for the drugs.
4. Drugs, that the use or intended use of would be illegal, unethical, imprudent, abusive, not Medically Necessary, or otherwise improper.
5. Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the identification card.
6. Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction that is not covered under HMO, or for which benefits have been exhausted.
7. Drugs injected, ingested, or applied in a Physician's office or during confinement while a patient in a Hospital, or other acute care institution or facility, including take-home drugs; and drugs dispensed by a nursing home or custodial or chronic care institution or facility.
8. Drugs for which the Pharmacy's usual retail price to the general public is less than or equal to the Copayment.
9. Drugs purchased from a non- Participating Pharmacy in the Service Area.
10. Devices or Durable Medical Equipment (DME) such as but not limited to therapeutic devices, including support garments and other non medicinal substances, even though such devices may require a Prescription Order. (Disposable hypodermic needles, and syringes for self-administered injections, and contraceptive devices are covered). Coverage for female contraceptive devices and the rental (or, at HMO's option the purchase) of manual or electric breast pumps is provided as indicated under the **Health Maintenance and Preventives Services** section in **Covered Services and Benefits**.
11. Male contraceptive devices, including over-the-counter contraceptive products such as condoms; female contraceptive devices, including over-the-counter contraceptive products such as spermicide, when not prescribed by a Participating Provider.
12. Any special services provided by a Pharmacy, including but not limited to counseling and delivery.
13. Drugs dispensed in quantities in excess of the day supply amounts indicated in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**, or refills of any prescriptions in excess of the number of refills specified by the authorized Health Care Practitioner or by law, or any drugs or medicines dispensed more than one (1) year after the Prescription Order date.
14. Administration or injection of any drugs.
15. Injectable drugs except those approved by the FDA for self-administration.
16. Legend Drugs which are not approved by the FDA for a particular use or purpose or when used for a purpose other than the purpose for which the FDA approval is given, except as required by law or regulation.

## PHARMACY BENEFITS

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17. Non-commercially available compounded medications, regardless of whether or not one or more ingredients in the compound requires a Prescription Order (Non-commercially available compounded medications are those made by mixing or reconstituting ingredients in a manner or ratio that is inconsistent with United States Food and Drug Administration-approved indications provided by ingredients' manufacturers.)
18. Fluids, solutions, nutrients or medications (including all additives and chemotherapy) used or intended to be used by intravenous, intramuscular unless approved by the FDA for self administration, intrathecal, intraarticular injection or gastrointestinal (enteral) infusion in the home setting.
19. Vitamins (except those vitamins which by law require a Prescription Order and for which there is no non-prescription alternative) or as indicated under **Preventive Care** in **PHARMACY BENEFITS**.
20. Allergy serum and allergy testing materials. However, You do have certain benefits available under **Allergy Care** in **COVERED SERVICES AND BENEFITS**.
21. Athletic performance enhancement drugs.
22. Rogaine, minoxidil or any other drugs, medications, solutions or preparations used or intended for use in the treatment of hair loss, hair thinning or any related condition, whether to facilitate or promote hair growth, to replace lost hair, or otherwise.
23. Any prescription antiseptic or fluoride mouthwashes, mouth rinses or topical oral solutions or preparations.
24. Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.
25. Retin A or pharmacologically similar topical drugs.
26. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss or dietary control.
27. Drugs to treat sexual dysfunction including but not limited to sildenafil citrate, phentolamine, apomorphine, and alprostadil in oral and topical form.
28. Drugs for the treatment of Infertility (oral and injectable).
29. Prescription Orders which do not meet the required step therapy criteria.
30. Prescription Orders which do not meet the required prior authorization criteria.
31. Some equivalent drugs manufactured under multiple brand names. HMO may limit benefits to only one of the brand equivalents available. If You do not accept the brand that is covered under this Certificate, the Brand name Drug purchases will not be covered under any benefit level.
32. Replacement of drugs or other items that have been lost, stolen, destroyed or misplaced.
33. Shipping, handling or delivery charges.
34. Prescription Orders written by a Member of Your immediate family, or a self-prescribed Prescription Order.
35. Drugs which are repackaged by anyone other than the original manufacturer.

## GENERAL PROVISIONS

### Termination of Coverage

Group is liable for Premium payments from the time You cease to be eligible for coverage until the end of the Contract Month in which Group notifies HMO that You are no longer covered by the Group and are not eligible for coverage. Group is required to provide coverage for You until the end of the Contract Month in which the termination notice is received by HMO.

Subject to the preceding paragraph, coverage of any Member who ceases to be eligible as determined in **WHO GETS BENEFITS; Eligibility**, will terminate on the last day of the Contract Month in which Group notifies the HMO that the Member is no longer eligible for coverage and eligibility ceases unless otherwise specified and agreed upon by Group and HMO. This paragraph also applies to a Dependent of Subscriber who has lost eligibility, for whatever reason, including the death of Subscriber.

If this Certificate is terminated for nonpayment of Premium, Your coverage shall be terminated effective after the last day of the Grace Period. Only Members for whom the stipulated payment is actually received by HMO shall be entitled to health services covered hereunder and then only for the Contract Month for which such payment is received. If any required payment is not received by the Premium due date, then You shall be terminated at the end of the Grace Period. You shall be responsible for the cost of services rendered to You during the Grace Period in the event that Premium payments are not made by Group.

Your coverage is terminated upon the termination of the Group Agreement. The fact that Group does not notify You of the termination of Your coverage due to the termination of the Group Agreement shall not deem continuation of Your coverage beyond the date coverage terminates.

If Your coverage is terminated, Premium payments received on Your account applicable to periods after the effective date of termination shall be refunded to Group within thirty (30) days, and neither HMO nor Participating Providers shall have any further liability under this Certificate. Any claims for refunds by Group must be made within sixty (60) days from the effective day of termination of Your coverage or otherwise such claims shall be deemed waived.

Except as expressly provided below and elsewhere in this Certificate and subject to the provisions of **COBRA Continuation Coverage, State Continuation Coverage, or Transfer of Residence**, HMO may terminate coverage for Group upon sixty (60) days prior written notice.

**Group Termination.** HMO may terminate this Certificate for Group in the case of:

<b>Cause</b>	<b>Effective Date of Termination</b>
(1) Nonpayment of Premium	At the end of the Grace Period
(2) Fraud or intentional misrepresentation of a material fact on the part of Group	After fifteen (15) days written notice
(3) Non-compliance by Group with a material HMO provision relating to any employer contribution or Group participation rules	In accordance with applicable state law
(4) No Member residing or working in the Service Area	After thirty (30) days written notice
(5) Termination of membership of Group in an association, but only if coverage is terminated uniformly without regard to a health status related factor of a covered individual	After thirty (30) days written notice

**Renewal of Group Coverage.** HMO will renew this Certificate with Group unless Group was terminated under **Termination of Coverage; Group Termination**.

## **GENERAL PROVISIONS**

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### **Non-Renewal of All Group Coverage**

- HMO may not renew this Certificate if HMO elects to not renew all HMO contracts issued to other large or small employers, as applicable, in the Service Area. HMO must notify Group of such non-renewal at least one hundred eighty (180) days before the date on which coverage terminates for Group.
- HMO may elect to discontinue a particular type of coverage for all large or small employers only if notice is provided to each large or small employer, as applicable at least ninety (90) days before the date on which coverage terminates for Group. HMO must offer each employer the option to purchase other coverage offered at the time of discontinuation.

**Member Termination.** HMO may terminate this Certificate for a Member in the case of:

<b>Cause</b>	<b>Effective Date of Termination</b>
Fraud or intentional misrepresentation of a material fact, except as described in <b>Incontestability</b> of this Certificate	After fifteen (15) days written notice
Fraud in the use of services or facilities	After fifteen (15) days written notice
Failure to meet eligibility requirements	Immediately, subject to <b>COBRA Continuation Coverage, State Continuation Coverage or Transfer of Residence</b> of this Certificate

**Renewal of Member Coverage.** HMO will renew Your Certificate unless You were terminated under **Termination of Coverage; Member Termination.**

Sample

## GENERAL PROVISIONS

### COBRA Continuation Coverage

COBRA is the Consolidated Omnibus Budget Reconciliation Act of 1985 as modified by the Tax Reform Act of 1986. This Act permits You or covered Dependents to elect to continue Your Group coverage as follows:

Employees and their covered Dependents will not be eligible for the continuation of coverage provided by this section if the Group is exempt from the provisions of COBRA; however, they may be eligible for continuation of coverage as provided by **State Continuation Coverage** of this Certificate.

**Minimum Size of Group.** The Group must have normally employed more than twenty (20) employees on a typical business day during the preceding Calendar Year. This refers to the number of employees employed; not the number of employees covered by a Health Benefit Plan, and includes full-time and part-time employees.

**Loss of Coverage.** For loss of coverage due to termination (other than for gross misconduct) or reduction of hours of employment, You may elect to continue coverage for eighteen (18) months after eligibility for coverage under this Certificate would otherwise cease.

You may elect to continue coverage for thirty-six (36) months after eligibility for coverage under this Certificate would otherwise cease if coverage terminates as the result of:

- divorce;
- Subscriber's death;
- Subscriber's entitlement to Medicare benefits; or
- cessation of covered Dependent child status under **WHO GETS BENEFITS; Eligibility** of this Certificate.

COBRA continuation coverage under this Certificate ends at the earliest of the following events:

- the last day of the continued coverage whether eighteenth (18) month or thirty-sixth (36) month period;
- the first day on which timely payment of Premium is not made subject to the Premiums section of the Group Agreement;
- the first day on which the Group Agreement between Group and HMO is not in full force and effect;
- the first day on which You are actually covered by any other group Health Benefit Plan. In the event You have a preexisting condition and would be denied coverage under the new Health Benefit Plan for a preexisting condition, continuation coverage will not be terminated until the last day of the continuation period, or the date upon which the preexisting condition becomes covered under the new Health Benefit Plan, whichever occurs first; or
- the date You are entitled to Medicare.

**Extensions of Coverage Periods.** The eighteen (18) month coverage period may be extended if an event which would otherwise qualify You for the thirty-six (36) month coverage period occurs during the eighteen (18) month period, but in no event may coverage be longer than thirty-six (36) months from the event which qualified You for continuation coverage initially.

In the event You are determined, within the meaning of the Social Security Act, to be disabled and You notify the Group before the end of the initial eighteen (18) month period, continuation coverage may be extended up to an additional eleven (11) months for a total of twenty-nine (29) months. This provision is limited to Members who are disabled at any time during the first sixty (60) days of continuation coverage under **COBRA Continuation Coverage** of this Certificate and only when the qualifying event is Member's reduction in hours or termination. You may be charged a higher rate for the extended period.

**Responsibility to Provide Member With Notice of Continuation Rights.** The Group is responsible for providing the necessary notification to Members, within sixty (60) days from the date of the COBRA qualifying event, as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 and the Tax Reform Act of 1986.

## GENERAL PROVISIONS

**Responsibility to Pay Premiums to HMO.** Coverage for the sixty (60) day period as described above to initially enroll, will be extended only where Subscriber or You pay the applicable Premium charges due within forty-five (45) days of submitting the application to the Group and Group in turn remitting same to HMO.

Premiums due HMO for the continuation of coverage under this section shall be due in accordance with the procedures of the Premiums section of the Group Agreement and shall be calculated in accordance with applicable federal law and regulations.

For additional information regarding Your COBRA coverage, refer to the Continuation Coverage Rights described more fully in the federally mandated COBRA Notice that follows this Certificate.

### State Continuation Coverage

**Continuation Privilege for Certain Dependents.** A covered Dependent who has been a Member of HMO for at least one year or who is an infant under one year of age may be eligible to continue coverage under this Certificate if coverage would otherwise terminate because of:

- the death of Subscriber;
- the retirement of Subscriber; or
- divorce.

You must give written notice to Group within fifteen (15) days of the occurrence of any of the above to activate this continuation of coverage option. Upon receiving this written notice, Group will send You the forms that should be used to enroll for this continuation of coverage. If You do not submit this completed enrollment form to Group within sixty (60) days of the occurrence of any of the above, You will lose the right to this continuation of coverage under this section. Coverage remains in effect during this sixty (60) day period, provided any applicable Premiums and administrative charges are paid.

Continuation of coverage under this section will terminate on the earliest to occur of:

- the end of the three (3) year period after the date of Subscriber's death or retirement;
- the end of the three (3) year period after the date of the divorce or legal separation;
- the date You become eligible for similar coverage under any substantially similar coverage under another health insurance policy, Hospital or medical service Subscriber contract, medical practice or other prepayment Health Benefit Plan, or by any other program; or
- the end of the period for which You have paid any applicable Premiums.

**Continuation of Group Coverage Privilege.** In the event Your coverage has been terminated for any reason except (i) involuntary termination for cause, or (ii) discontinuance of the Group Agreement, either in its entirety or with respect to an insured class, You shall be entitled to continuation of Group coverage if You have been continuously insured under the Certificate or under any group policy providing similar benefits which it replaces for at least three (3) consecutive months immediately prior to the termination.

You must request continuation of Group coverage, in writing, to the Group or HMO within sixty (60) days following the later of the date the Group coverage would otherwise terminate or the date You are given notice by the Group. Your first monthly Premium required to establish continuation coverage must be given to the Group within forty-five (45) days of the initial election of continuation coverage. All subsequent payments must be made no later than thirty (30) days after the payment due date.

Continuation of coverage under this section will terminate on the earliest to occur of:

- the date on which You exhausted the maximum continuation period which is:
  - if You are not eligible for COBRA continuation coverage, nine months after the date of state continuation coverage;
  - if You are covered under COBRA continuation coverage, six additional months following any period of COBRA continuation coverage;



## GENERAL PROVISIONS

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- the date on which failure to make timely payments would terminate coverage;
- the date on which the Group coverage terminates in its entirety;
- the date on which You are or could be covered under Medicare; or
- the date on which You are covered for similar benefits by another Hospital, surgical, medical, or major medical expense insurance policy or Hospital or medical service Subscriber contract or medical practice or other prepayment Health Benefit Plan or any other program.

### Transfer of Residence

- **Within the HMO Service Area:** If Subscriber changes primary residence, notification must be made to HMO within thirty (30) days of such change.
- **Outside the HMO Service Area:** If Subscriber no longer resides or works in the Service Area, such change will result in loss of eligibility and Subscriber must notify HMO within thirty (30) days of such change.

Sample

## GENERAL PROVISIONS

### Coordination of Benefits

Coordination of Benefits (“COB”) applies when You have health care coverage through more than one Health Care Plan. The order of benefit determination rules govern the order in which each Health Care Plan will pay a claim for benefits. The Health Care 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 Health Care 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.

For purposes of this section only, the following words and phrases have the following meanings:

**Allowable Expense** means a health care expense, including deductibles, coinsurance, and copayments, that is covered at least in part by any Health Care Plan covering the person for whom claim is made. When a Health Care Plan (including this Health Care Plan) provides benefits in the form of services, the reasonable cash value of each service rendered is considered to be both an Allowable Expense and a benefit paid. 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 covered person is not an allowable expense.

**Health Care Plan** means any of the following (including this Health Care Plan) that provide benefits or services for, or by reason of, medical 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:

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.

**Health Care 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 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.

HMO has the right to coordinate benefits between this Health Care Plan and any other Health Care Plan covering You.

## GENERAL PROVISIONS

The rules establishing the order of benefit determination between this Certificate and any other Health Care Plan covering You on whose behalf a claim is made are as follows:

1. The benefits of a Health Care Plan that does not have a “coordination of benefits” provision shall in all cases be determined before the benefits of this Certificate.
2. If according to the rules set forth below in this section the benefits of another Health Care Plan that contains a provision coordinating its benefits with this Health Care Plan would be determined before the benefits of this Health Care Plan have been determined, the benefits of the other Health Care Plan will be considered before the determination of benefits under this Health Care Plan.

The order of benefits for Your claim relating to **paragraphs 1 and 2** above, is determined using the first of the following rules that applies:

1. Nondependent or Dependent. The Health Care 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 Health Care 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 Health Care Plan covering the person as a dependent and primary to the Health Care Plan covering the person as other than a dependent, then the order of benefits between the two plans is reversed so that the Health Care Plan covering the person as an employee, member, policyholder, subscriber, or retiree is the secondary plan and the other Health Care Plan is the primary plan. An example includes a retired employee.
2. Dependent Child Covered Under More Than One Health Care Plan. Unless there is a court order stating otherwise, Health Care 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:
    - (1) The Health Care Plan of the parent whose birthday falls earlier in the Calendar Year is the primary plan; or
    - (2) If both parents have the same birthday, the Health Care 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:
    - (1) 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 Health Care Plan of that parent has actual knowledge of those terms, that Health Care Plan is primary. This rule applies to plan years commencing after the Health Care Plan is given notice of the court decree.
    - (2) 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 **2.a.** must determine the order of benefits.
    - (3) 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 **2.a.** must determine the order of benefits.
    - (4) 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:
      - the Health Care Plan covering the custodial parent;
      - the Health Care Plan covering the spouse of the custodial parent;
      - the Health Care Plan covering the noncustodial parent; then
      - the Health Care Plan covering the spouse of the noncustodial parent.
  - c. For a Dependent child covered under more than one Health Care Plan of individuals who are not the parents of the child, the provisions of **2.a** or **2.b.** must determine the order of benefits as if those individuals were the parents of the child.

## GENERAL PROVISIONS

- d. For a Dependent child who has coverage under either or both parents' Health Care Plans and has his or her own coverage as a Dependent under a spouse's Health Care Plan, **paragraph 5.** below applies.
  - e. In the event the dependent child's coverage under the spouse's Health Care Plan began on the same date as the dependent child's coverage under either or both parents' Health Care Plans, the order of benefits must be determined by applying the birthday rule in **2.a.** to the dependent child's parent(s) and the dependent's spouse.
3. **Active, Retired, or Laid-off Employee.** The Health Care 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 Health Care 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 Health Care 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 Health Care Plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if **paragraph 1.** above 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 Health Care Plan, the Health Care 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 Health Care Plan does not have this rule, and as a result, the Health Care Plans do not agree on the order of benefits, this rule does not apply. This rule does not apply if **paragraph 1.** above can determine the order of benefits.
  5. **Longer or Shorter Length of Coverage.** The Health Care Plan that has covered the person as an employee, member, policyholder, subscriber, or retiree longer is the primary plan, and the Health Care 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 Health Care Plans meeting the definition of Health Care Plan. In addition, this Health Care Plan will not pay more than it would have paid had it been the primary plan.

When this Health Care Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Health Care 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 Health Care 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 Health Care 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 (if applicable) any amounts it would have credited to its deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more closed panel Health Care Plans and if, for any reason, including the provision of service by a nonpanel provider, benefits are not payable by one closed panel Health Care Plan, COB must not apply between that Health Care Plan and other closed panel Health Care Plans.

When benefits are available to You as primary benefits under Medicare, those benefits will be determined first and benefits under this Certificate may be reduced accordingly. You must complete and submit consents, releases, assignments and other documents requested by HMO to obtain or assure reimbursement by Medicare. If You fail to cooperate or enroll in Part B, Part D and, if eligible, Part A of the Medicare program, You will be liable for the amount of money HMO would have received if You had cooperated or enrolled. If inpatient care began when You were enrolled in a previous Health Care Plan, after You make Your Copayment under this Certificate, HMO will pay the difference between benefits under this Certificate and benefits under the previous contract or insurance policy for services on or after the effective date of this Certificate

Benefits provided directly through a specified Provider of an employer shall in all cases be provided before the benefits of this Certificate.

## **GENERAL PROVISIONS**

For purposes of this provision, HMO may, subject to applicable confidentiality requirements set forth in this Certificate, release to or obtain from any insurance company or other organization necessary information under this provision. If You claim benefits under this Certificate, You must furnish all information deemed necessary by HMO to implement this provision.

None of the above rules as to coordination of benefits shall delay Your health services covered under this Certificate.

Whenever payments have been made by HMO with respect to Allowable Expenses in a total amount, at any time, in excess of 100% of the amount of payment necessary at that time to satisfy the intent of this Part, HMO shall have the right to recover such payment, to the extent of such excess, from among one or more of the following as HMO shall determine: any person or persons to, or for, or with respect to whom, such payments were made; any insurance company or companies; or any other organization or organizations to which such payments were made.

You must complete and submit consents, releases, assignments and other documents requested by HMO to obtain or assure reimbursement under workers' compensation. If You fail to cooperate, You will be liable for the amount of money HMO would have received if You had cooperated. Benefits under workers' compensation will be determined first and benefits under this Certificate may be reduced accordingly.

### **Reimbursement - Acts of Third Parties**

HMO will provide services to You due to the act or omission of another person. However, if You are entitled to a recovery from any third party with respect to those services, You shall agree in writing:

1. To reimburse HMO to the extent of the Allowable Amount that would have been charged to You for health care services if You were not covered under this Certificate. Such reimbursement must be made immediately upon collection of damages for Hospital or medical expenses by You whether by action at law, settlement or otherwise.
2. To assign to HMO a right of recovery from a third party for Hospital and medical expenses paid by HMO on Your behalf and to provide HMO with any reasonable help necessary for HMO to pursue a recovery. In addition, HMO will be entitled to recover attorneys' fees and court costs related to its subrogation efforts only if the HMO aids in the collection of damages from a third party.

## GENERAL PROVISIONS

### Assignment

This Certificate is not assignable by Group without the written consent of HMO. The coverage and any benefits under this Certificate are not assignable by any Member without the written consent of HMO.

### Alternate Service Area Access

An "Alternate Service Area" means the service area(s) covered by health maintenance organizations participating in the Blue Cross and Blue Shield Association Away From Home Care<sup>®</sup> Program outside the state of Texas. For the names of those health maintenance organizations and their service areas or for a list of participating Providers in an Alternate Service Area, please contact customer service at the toll-free telephone number located on Your identification card.

If You are temporarily residing in an Alternate Service Area, You may obtain Covered Services in the Alternate Service Area as described in this section. For a Subscriber, coverage is available if You are, or will be, residing in the Alternate Service Area at least ninety (90) days, limited to a maximum of one hundred eighty (180) days. For Dependents, including an eligible Dependent who permanently resides outside the Service Area and is subject to a valid medical court order, coverage is available if Dependent is or will be residing in the Alternate Service Area at least ninety (90) days, limited to a maximum of three hundred sixty-five (365) days. Members may renew qualification within the Alternate Service Area by submitting a request for Alternate Service Area access and receiving approval from HMO.

This Certificate remains in full force and effect while You are in the Alternate Service Area, and You may avail Yourself of Covered Services under this Certificate by returning to the Service Area. Emergency Care in the Alternate Service Area will be covered in accordance with the terms and conditions of this Certificate. Coverage for services other than Emergency Care in the Alternate Service Area will be provided in accordance with the terms and conditions of the certificate in the Alternate Service Area (the "Alternate Certificate") which HMO will provide to You at the time of request for Alternate Service Area access. The terms and conditions of the Alternate Certificate, including the benefits thereunder, may differ from this Certificate and will determine the Covered Services, other than Emergency Care, that You may receive while in the Alternate Service Area.

To qualify for coverage in an Alternate Service Area, You must submit a request for Alternate Service Area access prior to relocating in an Alternate Service Area. You must select a PCP from a list of participating Providers for the Alternate Service Area. HMO will determine the date coverage begins for the Alternate Service Area (either the effective date of Member's eligibility or the first day of the month following HMO's receipt of the request for Alternate Service Area access). If approved, HMO will issue written notification.

### Cancellation

Except as otherwise provided herein, HMO shall not have the right to cancel or terminate any Certificate issued to any Subscriber while the Group Agreement remains in force and effect, and while said Subscriber remains in the eligible class of employees of Group, and his Premiums are paid in accordance with the terms of this Certificate.

### Clerical Error

Clerical error, whether of Group or HMO, in keeping any records pertaining to the coverage hereunder will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated.

### Entire Certificate

This Certificate, any attachments, amendments, the Group Agreement, and the individual applications, if any, of Subscribers constitute the entire contract between the parties and as of the effective date hereof, supersede all other contracts between the parties.

## GENERAL PROVISIONS

### **Force Majeure**

In the event that due to circumstances not within the commercially reasonable control of HMO, the rendering of professional or Hospital Services provided under this Certificate is delayed or rendered impractical, HMO shall make a good faith effort to arrange for an alternative method of providing coverage. These circumstances may include, but are not limited to, a major disaster, epidemic, the complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of the Participating Providers' personnel or similar causes. In such event, Participating Providers shall render the Hospital and Professional Services provided for under the Certificate in so far as practical, and according to their best judgment; but HMO and Participating Providers shall incur no liability or obligation for delay, or failure to provide or arrange for services if such failure or delay is caused by such an event.

### **Form or Content of Certificate**

No agent or employee of HMO is authorized to change the form or content of this Certificate except to make necessary and proper insertions in blank spaces. Changes can be made only through endorsement authorized and signed by an officer of HMO. No agent or other person, except an authorized officer of HMO, has authority to waive any conditions or restrictions of this Certificate, to extend the time for making a payment, or to bind HMO by making any promise or representation or by giving or receiving any information.

### **Gender**

The use of any gender herein shall be deemed to include the other gender and, whenever appropriate, the use of the singular herein shall be deemed to include the plural (and vice versa).

### **Incontestability**

All statements made by You are considered representations and not warranties. A statement may not be used to void, cancel or non-renew Your coverage or reduce benefits unless it is in a written enrollment application signed by Subscriber and a signed copy of the enrollment application has been furnished to Subscriber or to the Subscriber's personal representative. Coverage may only be contested because of fraud or intentional misrepresentation of material fact on the enrollment application.

### **Interpretation of Certificate**

The laws of the state of Texas shall be applied to interpretations of this Certificate. Where applicable, the interpretation of this Certificate shall be guided by the direct-service nature of HMO's operations as opposed to a health insurance program. If the Certificate contains any provision not in conformity with the Texas Health Maintenance Organization Act or other applicable laws, the Certificate shall not be rendered invalid but shall be construed and applied as if it were in full compliance with the Texas Health Maintenance Organization Act and other applicable laws.

### **Limitation of Liability**

Liability for any errors or omissions by HMO (or its officers, directors, employees, agents, or independent contractors) in the administration of this Certificate, or in the performance of any duty of responsibility contemplated by this Certificate, shall be limited to the maximum benefits which should have been paid under the Certificate had the errors or omissions not occurred, unless any such errors or omissions are adjudged to be the result of willful misconduct or gross negligence of HMO.

### **Modifications**

This Certificate shall be subject to amendment, modification, and termination in accordance with any provision hereof or by mutual agreement between HMO and Group without the consent or concurrence of Members. By electing medical and Hospital coverage under HMO or accepting HMO benefits, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions, and provisions hereof.

## GENERAL PROVISIONS

### Notice

Any notice under this Certificate may be given by United States mail, first class, postage prepaid, addressed as follows:

- If to HMO, to the address on the face page of this Certificate.
- If to You, at the last address known to HMO.

Or if to You, electronically if by agreement between HMO and Member.

### Patient/Provider Relationship

Participating Providers maintain a Provider-patient relationship with Members and are solely responsible to You for all health services. If a Participating Provider cannot establish a satisfactory Provider-patient relationship, the Participating Provider may send a written request to HMO to terminate the Provider-patient relationship, and this request may be applicable to other Providers in the same group practice, if applicable.

### Relationship of Parties

The relationship between HMO and Participating Providers is that of an independent contractor relationship. Participating Providers are not agents or employees of HMO; HMO or any employee of HMO is not an employee or agent of Participating Providers. HMO shall not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by You while receiving care from any Participating Provider. HMO makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Physician, Hospital or other Participating Provider.

### Reports and Records

HMO is entitled to receive from any Provider of services to Members, information reasonably necessary to administer this Certificate subject to all applicable confidentiality requirements described below. By accepting coverage under this Certificate, the Subscriber, for himself or herself, and for all Dependents covered hereunder, authorizes each and every Provider who renders services to You hereunder to:

- disclose all facts pertaining to Your care, treatment and physical condition to HMO, or a medical, dental, or mental health professional that HMO may engage to assist it in reviewing a treatment or claim;
- render reports pertaining to Your care, treatment and physical condition to HMO, or a medical, dental, or mental health professional that HMO may engage to assist it in reviewing a treatment or claim; and
- permit copying of Your records by HMO.

Information contained in Your medical records and information received from Physicians, surgeons, Hospitals or other Health Care Professionals incident to the Physician-patient relationship or Hospital-patient relationship shall be kept confidential in accordance with applicable law.

### Subtitles

The subtitles included within this Certificate are provided for the purpose of identification and convenience and are not part of the complete Certificate as described in **Entire Certificate**.

### Member Data Sharing

You may, under certain circumstances, as specified below, apply for and obtain, subject to any applicable terms and conditions, replacement coverage. The replacement coverage will be that which is offered by Blue Cross and Blue Shield of Texas, a division of Health Care Service Corporation, or, if You do not reside in the



## **GENERAL PROVISIONS**

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Blue Cross and Blue Shield of Texas Service Area, by the Host Blues whose service area covers the geographic area in which you reside. The circumstances mentioned above may arise in various circumstances, such as from involuntary termination of your health coverage sponsored by the Group/Employer. As part of the overall plan of benefits that Blue Cross and Blue Shield of Texas offers to, You, if You do not reside in the Blue Cross and Blue Shield of Texas Service Area, Blue Cross and Blue Shield of Texas may facilitate Your right to apply for and obtain such replacement coverage, subject to applicable eligibility requirements, from the Host Blue in which You reside. To do this we may (1) communicate directly with You and/or (2) provide the Host Blues whose service area covers the geographic area in which you reside, with your personal information and may also provide other general information relating to your coverage under the Certificate the Group/Employer has with Blue Cross and Blue Shield of Texas to the extent reasonably necessary to enable the relevant Host Blues to offer You coverage continuity through replacement coverage.

Sample

**Notices**

Sample

**This certificate of coverage is only a representative sample and does not constitute an actual insurance policy or contract.**

Sample

**This certificate of coverage is only a representative sample and does not constitute an actual insurance policy or contract.**

## CONTINUATION COVERAGE RIGHTS UNDER COBRA

**NOTE: Certain employers may not be affected by CONTINUATION OF COVERAGE AFTER TERMINATION (COBRA). See your employer or Group Administrator should you have any questions about COBRA.**

### INTRODUCTION

You are receiving this notice because you have recently become covered under your employer's group health plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage may be available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage.

For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

### WHAT IS COBRA CONTINUATION COVERAGE?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

**If you are an employee**, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

**If you are the spouse of an employee**, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes enrolled in Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

**Your dependent children** will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

**If the Plan provides health care coverage to retired employees, the following applies:** Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

### WHEN IS COBRA COVERAGE AVAILABLE?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, in the event of retired employee health coverage, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

**This certificate of coverage is only a representative sample and does not constitute an actual insurance policy or contract.**

## **YOU MUST GIVE NOTICE OF SOME QUALIFYING EVENTS**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. Contact your employer and/or COBRA Administrator for procedures for this notice, including a description of any required information or documentation.

### **HOW IS COBRA COVERAGE PROVIDED?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### **DISABILITY EXTENSION OF 18-MONTH PERIOD OF CONTINUATION COVERAGE**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive

up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Contact your employer and/or the COBRA Administrator for procedures for this notice, including a description of any required information or documentation.

### **SECOND QUALIFYING EVENT EXTENSION OF 18-MONTH PERIOD OF CONTINUATION COVERAGE**

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **IF YOU HAVE QUESTIONS**

Questions concerning your Plan or your COBRA continuation coverage rights, should be addressed to your Plan Administrator. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U. S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### **KEEP YOUR PLAN INFORMED OF ADDRESS CHANGES**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **PLAN CONTACT INFORMATION**

Contact your employer for the name, address and telephone number of the party responsible for administering your COBRA continuation coverage.



## HIPAA NOTICE OF PRIVACY PRACTICES

### **THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

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**PLEASE REVIEW THIS NOTICE CAREFULLY.**

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#### **Our Responsibilities**

We are required by applicable federal and state law to maintain and safeguard the privacy of your Protected Health Information (PHI). PHI is information in any format (electronic, paper, or verbal), about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition or the payment or provision of related health care services. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect September 23, 2013 and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all PHI that we maintain, including PHI we created or received before we made the changes. Before we make a material change in our privacy practices, we will change this notice and make the new notice available to you as required under the law.

For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

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#### **Use and Disclosure of Your Protected Health Information**

We use and disclose PHI about you for treatment, payment, and health care operations. The following are examples of the types of uses and disclosures that we are permitted to make.

**Treatment:** We may use or disclose your PHI to a physician or other health care provider providing treatment to you. We may use or disclose your PHI to a health care provider so that we can make prior authorization decisions under your benefit plan.

**Payment:** We may use and disclose your PHI to make benefit payments for the health care services provided to you. We may disclose your PHI to another health plan, to a health care provider, or other entity subject to federal law for their payment purposes. Payment activities may include processing claims, determining eligibility or coverage for claims, issuing premium billings, reviewing services for medical necessity, and performing utilization review of claims.

**Health Care Operations:** We may use and disclose your PHI in connection with our health care operations. Health care operations include the business functions conducted by a health insurer. These activities may include providing customer services, responding to

complaints and appeals from members, providing case management and care coordination under the benefit plans, conducting medical review of claims and other quality assessment and improvement activities, establishing premium rates and underwriting rules. In certain instances, we may also provide PHI to the employer who is the plan sponsor of a group health plan.

We may also in our health care operations disclose PHI to Business Associates<sup>1</sup> with whom we have written agreements containing terms to protect the privacy of your PHI. We may disclose your PHI to another entity that is subject to federal law and that has a relationship with you for its health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, case management and care coordination, or detecting or preventing healthcare fraud and abuse.

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<sup>1</sup> A "business associate" is a person or entity who performs or assists Blue Cross Blue Shield of Texas with an activity or provides services to Blue Cross Blue Shield of Texas involving the use or disclosure of PHI.

**Joint Operations:** We may use and disclose your PHI connected with a group health plan maintained by your plan sponsor with one or more other group health plans maintained by the same plan sponsor, in order to carry out the payment and health care operations of such an organized health care arrangement.

**On Your Authorization:** You may give us written authorization to use your PHI or to disclose it to another person for the purpose you designate. If you give us an authorization, you may withdraw it in writing at any time. Your withdrawal will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us written authorization, we cannot use or disclose your PHI for any reason including marketing and sale of your PHI except those described in this notice or as permitted by law. We will make disclosures of any psychotherapy notes we may have only if you provide us with a specific written authorization or when disclosure is required by law.

**Personal Representatives:** We will disclose your PHI to your personal representative when the personal representative has been properly designated by you and the existence of your personal representative is documented to us in writing through a written authorization.

**Disaster Relief:** We may use or disclose your PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

**Health Related Services.** We may use your PHI to contact you with information about health related benefits and services, such as refill reminders, or about treatment alternatives that may be of interest to you. We may disclose your PHI to a Business Associate to assist us in these activities. We may use or disclose your PHI to encourage you to purchase or use a product or service by face-to-face communication or to provide you with nominal promotional gifts.

**Fundraising:** We may contact you or disclose a limited amount of your PHI to a Business Associate or to an institutionally related foundation for the purpose of raising funds for our own benefit. If we do so, you will have the right to opt out of receiving such fundraising communications. Your decision will have no impact on the payment for services.

**Public Benefit:** We may use or disclose your PHI as authorized by law for the following purposes deemed to be in the public interest or benefit:

- as required by law;
- for public health activities, including disease and vital statistic reporting, child abuse reporting, certain Food and Drug Administration (FDA) oversight purposes with respect to an FDA regulated product or activity, and to employers regarding work-related illness or injury required under the Occupational Safety and Health Act (OSHA) or other similar laws;
- to report adult abuse, neglect, or domestic violence;
- to health oversight agencies;
- in response to court and administrative orders and other lawful processes;
- to law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on our premises, reporting crimes in emergencies, and for purposes of identifying or locating a suspect or other person;
- to avert a serious threat to health or safety;
- to the military and to federal officials for lawful intelligence, counterintelligence, and national security activities;
- to correctional institutions regarding inmates;
- as authorized by and to the extent necessary to comply with state worker's compensation laws; and
- in connection with certain research activities.

We will make disclosures for the following public interest purposes, only if you provide us with a written authorization or when disclosure is required by law:

- to coroners, medical examiners, and funeral directors; and
- to an organ procurement organization.

**Use and Disclosure of Certain Types of Medical Information.** For certain types of PHI, state laws may provide greater protection for your privacy. For example, use and/or disclosure of PHI including, but not limited to HIV/AIDS, genetic information, mental health information, alcohol and substance abuse information may need to be specifically authorized by you or be required by law. In such instances, we will follow the provisions of that state law. We are prohibited from using or disclosing your genetic information for underwriting purposes unless your policy is a long-term care policy.

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## Your Rights

You may contact us using the information at the end of this notice to obtain the forms described here, receive explanations on how to submit a request, or for additional information.

**Access:** You have the right, with limited exceptions, to look at or get copies of your PHI contained in a designated record set. A “designated record set” contains records we maintain such as enrollment, claims processing, and case management records. You also have the right to receive an electronic copy of your PHI if it is maintained in an electronic designated record set. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your PHI and may obtain a request form from us. If we deny your request, we will provide you a written explanation and will tell you if the reasons for the denial can be reviewed and how to ask for such a review or if the denial cannot be reviewed.

**Disclosure Accounting:** You have the right to receive a list of instances for the 6-year period, but not before April 14, 2003 in which we or our Business Associates disclosed your PHI for purposes, other than treatment, payment, health care operations, or as authorized by you, and for certain other activities. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fee structure at your request.

**Restriction:** You have the right to request that we place additional restrictions on the use or disclosure of your PHI. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency). Any agreement we may make to a request for additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf. We will not be bound unless our agreement is in writing.

**Confidential Communication:** You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations. You must make your request in writing. This right only applies if the information could endanger you if it is not communicated by the alternative means or to the alternative location you want. You do not have to explain the basis for your request, but you must state that the information could endanger you if the communication means or location is not changed. We must accommodate your request if it is reasonable, specifies the alternative means or location, and provides satisfactory explanation how payments will be handled under the alternative means or location you request.

**Amendment.** You have the right, with limited exceptions, to request that we amend your PHI. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended and the originator remains available or for certain other reasons. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be attached to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

**Breach Notification:** You have the right to be notified when it has been determined that a breach of your unsecured PHI has occurred.

**Right to Receive a Copy of the Notice:** You may request a copy of this notice at any time by contacting the Privacy Office or by using our website, **www.bcbstx.com**. If you receive this notice on our web site or by electronic mail (e-mail), you are also entitled to request and receive a paper copy of the notice.



## Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information listed at the end of this notice.

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this notice. You also may submit a written complaint to the U.S. Department of Health and Human Services; see information at its

website: [www.hhs.gov](http://www.hhs.gov). If you request, we will provide you with the address to file your complaint with the U.S. Department of Health and Human Services.

We support your right to the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

**Contact:** Divisional Vice President, Privacy Office  
Blue Cross and Blue Shield of Texas  
P.O. Box 804836  
Chicago, IL 60680-4110

*You may also contact us using the toll-free number located on the back of your member identification card or the Privacy Office toll-free number 1-877-361-7594*

Sample

## Adverse Benefit Determinations

This Notice is to advise You that in addition to the processes outlined in **COMPLAINT AND APPEAL PROCEDURES** section of the Certificate and in the handbook, You have the right to seek and obtain a full and fair review by HMO of any Adverse Benefit Determinations made by HMO in accordance with the benefits and procedures detailed in Your Certificate.

### Review of Claim Determinations

**Claim Determinations.** When HMO receives a properly submitted claim, it has authority and discretion under the plan to interpret and determine benefits in accordance with the plan provisions. You have the right to seek and obtain a full and fair review by HMO of any determination of a claim, any determination of a request for preauthorization, or any other determination made by HMO in accordance with the benefits and procedures detailed in Your plan.

**If a Claim is Denied or Not Paid in Full.** If the claim is denied in whole or in part, You will receive a written notice from HMO with the following information, if applicable:

- The reasons for the determination;
- A reference to the benefit Plan provisions on which the determination is based, or the contractual, administrative or protocol basis for the determination;
- A description of additional information which may be necessary to perfect the claim and an explanation of why such material is necessary;
- Subject to privacy laws and other restrictions, if any, the identification of the claim, date of service, health care provider, claim amount (if applicable), and a statement describing denial codes with their meanings and the standards used. Upon request, diagnosis/treatment codes with their meanings and the standards used are also available;
- An explanation of HMO's internal review/appeals and external review processes (and how to initiate a review/appeal or external review) and a statement of Your right, if any, to bring a civil action under Section 502(a) of ERISA following a final denial on internal review/appeal;
- In certain situations, a statement in non-English language(s) that written notice of claim denials and certain other benefit information may be available (upon request) in such non-English language(s);
- In certain situations, a statement in non-English language(s) that indicates how to access the language services provided by HMO;
- The right to request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;
- Any internal rule, guideline, protocol or other similar criterion relied on in the determination, and a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge on request;
- An explanation of the scientific or clinical judgment relied on in the determination as applied to claimant's medical circumstances, if the denial was based on medical necessity, experimental treatment or similar exclusion, or a statement that such explanation will be provided free of charge upon request;
- In the case of a denial of an urgent care clinical claim, a description of the expedited review procedure applicable to such claim. An urgent care clinical claim decision may be provided orally, so long as a written notice is furnished to the claimant within 3 days of oral notification; and
- Contact information for applicable office of health insurance consumer assistance or ombudsman.

**Timing of Required Notices and Extensions.** Separate schedules apply to the timing of required notices and extensions, depending on the type of claim. There are three types of claims as defined below.

- **Urgent Care Clinical Claim** is any pre-service claim that requires preauthorization, as described in this Certificate, for benefits for medical care or treatment with respect to which the application of regular time periods for making health claim decisions could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or, in the opinion of a Physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment.

## Adverse Benefit Determinations

- **Pre-Service Claim** is any non-urgent request for benefits or a determination with respect to which the terms of the benefit Plan condition receipt of the benefit on approval of the benefit in advance of obtaining medical care.
- **Post-Service Claim** is notification in a form acceptable to HMO that a service has been rendered or furnished to You. This notification must include full details of the service received, including Your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the claim charge, and any other information which HMO may request in connection with services rendered to You.

### Urgent Care Clinical Claims\*

Type of Notice or Extension	Timing
If Your claim is incomplete, HMO must notify You within:	<b>24 hours</b>
If You are notified that Your claim is incomplete, You must then provide completed claim information to HMO within:	<b>48 hours</b> after receiving notice
<i>HMO must notify You of the claim determination (whether adverse or not):</i>	
if the initial claim is complete as soon as possible (taking into account medical exigencies), but no later than:	<b>72 hours</b>
after receiving the completed claim (if the initial claim is incomplete), within:	<b>48 hours</b>

\*You do not need to submit Urgent Care Clinical Claims in writing. You should call HMO at the toll-free number listed on the back of Your identification card as soon as possible to submit an Urgent Care Clinical Claim.

### Pre-Service Claims

Type of Notice or Extension	Timing
If Your claim is filed improperly, HMO must notify You within:	<b>5 days</b>
If Your claim is incomplete, HMO must notify You within:	<b>15 days</b>
If You are notified that Your claim is incomplete, You must then provide completed claim information to HMO within:	<b>45 days</b> after receiving notice
<i>HMO must notify you of the claim determination (whether adverse or not):</i>	
if the initial claim is complete, within:	<b>15 days*</b>
after receiving the completed claim (if the initial claim is incomplete), within:	<b>30 days</b>
If You require post-stabilization care after an Emergency within:	<b>the time appropriate to the circumstance not to exceed one hour after the time of request</b>

\*This period may be extended one time by HMO for up to 15 days, provided that HMO both (1) determines that such an extension is necessary due to matters beyond the control of the Plan and (2) notifies You, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which HMO expects to render a decision.

## Adverse Benefit Determinations

### Post-Service Claims

Type of Notice or Extension	Timing
If Your claim is incomplete, HMO must notify You within:	<b>30 days</b>
If You are notified that Your claim is incomplete, You must then provide completed claim information to HMO within:	<b>45 days</b> after receiving notice
<i>HMO must notify You of any adverse claim determination:</i>	
if the initial claim is complete, within:	<b>30 days*</b>
after receiving the completed claim (if the initial claim is incomplete), within:	<b>45 days</b>

\*This period may be extended one time by HMO for up to 15 days, provided that HMO both (1) determines that such an extension is necessary due to matters beyond the control of the Plan and (2) notifies You in writing, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which HMO expects to render a decision.

**Concurrent Care.** For benefit determinations relating to care that is being received at the same time as the determination, such notice will be provided no later than 24 hours after receipt of Your claim for benefits.

### Claim Appeal Procedures

**Claim Appeal Procedures – Definitions.** An “Adverse Benefit Determination” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment for, a benefit resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental/Investigational or not Medically Necessary or appropriate. If an ongoing course of treatment had been approved by HMO and HMO reduces or terminates such treatment (other than by amendment or termination of the Employer’s benefit Plan) before the end of the approved treatment period, that is also an Adverse Benefit Determination. A rescission of coverage is also an Adverse Benefit Determination. A rescission does not include a termination of coverage for reasons related to non-payment of premium.

A “Final Internal Adverse Benefit Determination” means an Adverse Benefit Determination that has been upheld by HMO at the completion of HMO’s internal review/appeal process.

**Expedited Clinical Appeals.** If Your situation meets the definition of an expedited clinical appeal, You may be entitled to an appeal on an expedited basis. An “expedited clinical appeal” is an appeal of a clinically urgent nature related to health care services, including but not limited to, procedures or treatments ordered by a health care provider, as well as continued hospitalization. Before authorization of benefits for an ongoing course of treatment/continued hospitalization is terminated or reduced, HMO will provide You with notice and an opportunity to appeal. For the ongoing course of treatment, coverage will continue during the appeal process.

Upon receipt of an expedited pre-service or concurrent clinical appeal, HMO will notify the party filing the appeal, as soon as possible, but in no event later than 24 hours after submission of the appeal, of all the information needed to review the appeal. HMO will render a decision on the appeal within 24 hours after it receives the requested information, but no later than 72 hours after the appeal has been received by HMO.

**How to Appeal to an Adverse Benefit Determination.** You have the right to seek and obtain a full and fair review of any determination of a claim, any determination of a request for preauthorization, or any other determination made by HMO in accordance with the benefits and procedures detailed in Your Plan. An appeal of an Adverse Benefit Determination may be filed by You or a person authorized to act on Your behalf. In some circumstances, a health care provider may appeal on his/her own behalf. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about You

## Adverse Benefit Determinations

except to Your authorized representative. To obtain an Authorized Representative Form, You or Your representative may call HMO at the number on the back of Your identification card. If You believe HMO incorrectly denied all or part of Your benefits, You may have Your claim reviewed. HMO will review its decision in accordance with the following procedure:

- Within 180 days after You receive notice of an Adverse Benefit Determination, You may call or write to HMO to request a claim review. HMO will need to know the reasons why You do not agree with the Adverse Benefit Determination. Send Your request to:

Claim Review Section  
Blue Cross and Blue Shield of Texas  
P. O. Box 660044  
Dallas, Texas 75266-0044

- HMO will honor telephone requests for information; however, such inquiries will not constitute a request for review.
- In support of Your claim review, You have the option of presenting evidence and testimony to the HMO. You and Your authorized representative may ask to review Your file and any relevant documents and may submit written issues, comments and additional medical information within 180 days after You receive notice of an Adverse Benefit Determination or at any time during the claim review process.

HMO will provide You or Your authorized representative with any new or additional evidence or rationale and any other information and documents used in the review of Your claim without regard to whether such information was considered in the initial determination. No deference will be given to the initial Adverse Benefit Determination. Such new or additional evidence or rationale will be provided to You or Your authorized representative sufficiently in advance of the date a final decision on appeal is made in order to give You a change to respond. If the initial benefit determination regarding the claim is based in whole or in part on a medical judgment, the appeal will be conducted by individuals associated with HMO and/or by external advisors, but who were not involved in making the initial denial of Your claim. Before You or Your authorized representative may bring any action to recover benefits the claimant must exhaust the appeal process and must raise all issues with respect to a claim and must file an appeal or appeals and the appeals must be finally decided by the HMO.

- If You have any questions about the claims procedures or the review procedure, write to the HMO's Administrative Office or call the toll-free Customer Service Helpline number shown on Your identification card.
- If You have a claim for benefits which is denied or ignored, in whole or in part, and Your health plan is governed by the Employee Retirement Income Security Act (ERISA), You have the right to bring civil action under 502 (a) of ERISA.

### Timing of Appeal Determinations

HMO will render a determination of the non-urgent concurrent or pre-service appeal as soon as practical, but in no event more than 30 days after the appeal has been received by HMO.

HMO will render a determination of the post-service appeal as soon as practical, but in no event more than 60 days after the appeal has been received by HMO.

**If You Need Assistance.** If You have any questions about the claims procedures or the review procedure, write or call the HMO at 1-877-299-2377. The Customer Service Helpline is accessible from 8:00 A.M. to 8:00 P.M., Monday through Friday.

Claim Review Section  
Blue Cross and Blue Shield of Texas  
P. O. Box 660044  
Dallas, Texas 75266-0044

If You need assistance with the internal claims and appeals or the external review processes that are described below, You may call the number on the back of Your identification card for contact information. In addition, for questions about Your appeal rights or for assistance, You can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272).

## Adverse Benefit Determinations

### Notice of Appeal Determination

HMO will notify the party filing the appeal, You, and, if a clinical appeal, any health care provider who recommended the services involved in the appeal, orally of its determination followed-up by a written notice of the determination.

The written notice to you and your authorized representative will include:

- The reasons for the determination;
- A reference to the benefit plan provisions on which the determination is based, or the contractual, administrative or protocol for the determination;
- Subject to privacy laws and other restrictions, if any, the identification of the claim, date of service, health care provider, claim amount (if applicable), and a statement describing denial codes with their meanings and the standards used. Upon request, diagnosis/treatment codes with their meanings and the standards used are also available;
- An explanation of HMO's external review processes (and how to initiate an external review) and a statement of Your right, if any, to bring a civil action under Section 502(a) of ERISA following a final denial on external appeal;
- In certain situations, a statement in non-English language(s) that written notice of claim denials and certain other benefit information may be available (upon request) in such non-English language(s);
- In certain situations, a statement in non-English language(s) that indicates how to access the language services provided by HMO;
- The right to request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;
- Any internal rule, guideline, protocol or other similar criterion relied on in the determination, and a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge on request;
- An explanation of the scientific or clinical judgment relied on in the determination, or a statement that such explanation will be provided free of charge upon request;
- A description of the standard that was used in denying the claim and a discussion of the decision; and
- Contact information for applicable office of health insurance consumer assistance or ombudsman.

If HMO denies Your appeal, in whole or in part or You do not receive timely decision, You may be able to request an external review of Your claim by an independent third party, who will review the denial and issue a final decision.

### How to Appeal a Final Adverse Determination to an Independent Review Organization (IRO)

For information regarding external reviews of an Adverse Determination (as defined in **COMPLAINT AND APPEAL PROCEDURES; How to Appeal an Adverse Determination**), refer to **COMPLAINT AND APPEAL PROCEDURES, How to Appeal to an Independent Review Organization (IRO)** of your Certificate.

## **NOTICE**

ALTHOUGH HEALTH CARE SERVICES MAY BE OR HAVE BEEN PROVIDED TO YOU AT A HEALTH CARE FACILITY THAT IS A MEMBER OF THE PROVIDER NETWORK USED BY YOUR HEALTH BENEFIT PLAN, OTHER PROFESSIONAL SERVICES MAY BE OR HAVE BEEN PROVIDED AT OR THROUGH THE FACILITY BY PHYSICIANS AND OTHER HEALTH CARE PRACTITIONERS WHO ARE NOT MEMBERS OF THAT NETWORK. YOU MAY BE RESPONSIBLE FOR PAYMENT OF ALL OR PART OF THE FEES FOR THOSE PROFESSIONAL SERVICES THAT ARE NOT PAID OR COVERED BY YOUR HEALTH BENEFIT PLAN.

Sample

## NOTICE OF CERTAIN MANDATED BENEFITS

This notice is to advise you of certain coverage/benefits provided by your contract with HMO Blue<sup>®</sup> Texas and is required by legislation to be provided to you. *If you have questions regarding this notice, call Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, at 1-877-299-2377 or write us at P.O. Box 660044, Dallas, Texas 75266-0044.*

### Breast Reconstruction

The Women's Health and Cancer Rights Act of 1998 requires this notice. **This Act is effective for plan year anniversaries on or after Oct. 21, 1998.** (Thus, it affects your health plan upon its anniversary/renewal date or at the time of purchase for new accounts.) This benefit may already be included as part of your coverage.

In the case of a covered person receiving benefits under their plan in connection with a mastectomy and who elects breast reconstruction, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- Reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedemas.

Deductibles, coinsurance and copayment amounts will be the same as those applied to other similarly covered medical services, such as surgery and prostheses.

**Prohibitions:** We may not (a) offer the covered person a financial incentive to forego breast reconstruction or waive the coverage and/or benefits shown above; (b) condition, limit, or deny any covered person's eligibility or continued eligibility to enroll in the plan or fail to renew this plan solely to avoid providing the coverage and/or benefits shown above; or (c) reduce or limit the amount paid to the physician or provider, nor otherwise penalize, or provide a financial incentive to induce the physician or provider to provide care to a covered person in a manner inconsistent with the coverage and/or benefits shown above.

### Mastectomy or Lymph Node Dissection

**Minimum Inpatient Stay:** If due to treatment of breast cancer, any person covered by this plan has either a mastectomy or a lymph node dissection, this plan will provide coverage for inpatient care for a minimum of:

- 48 hours following a mastectomy
- 24 hours following a lymph node dissection.

The minimum number of inpatient hours is not required if the covered person receiving the treatment and the attending physician determine that a shorter period of inpatient care is appropriate.

**Prohibitions:** We may not (a) deny any covered person eligibility or continued eligibility or fail to renew this plan solely to avoid providing the minimum inpatient hours; (b) provide money payments or rebates to encourage any covered person to accept less than the minimum inpatient hours; (c) reduce or limit the amount paid to the attending physician, or otherwise penalize the physician, because the physician required a covered person to receive the minimum inpatient hours; or (d) provide financial or other incentives to the attending physician to encourage the physician to provide care that is less than the minimum hours.



## NOTICE OF CERTAIN MANDATED BENEFITS

### Inpatient Stay Following Birth of a Child

For each person covered for maternity/childbirth benefits, we will provide inpatient care for the mother and her newborn child in a health care facility for a minimum of:

- 48 hours following an uncomplicated vaginal delivery
- 96 hours following an uncomplicated delivery by Cesarean section.

This benefit does not require a covered female who is eligible for maternity/childbirth benefits to (a) give birth in a hospital or other health care facility or (b) remain in a hospital or other health care facility for the minimum number of hours following birth of the child.

If a covered mother or her newborn child is discharged before the 48 or 96 hours has expired, we will provide coverage for post-delivery care. Post-delivery care includes parent education, assistance and training in breast-feeding and bottle-feeding and the performance of any necessary and appropriate clinical tests. Care will be provided by a physician, registered nurse or other appropriately licensed health care provider, and the mother will have the option of receiving the care at her home, the health care provider's office or a health care facility.

**Prohibitions:** We may not (a) modify the terms of this coverage based on any covered person requesting less than the minimum coverage required; (b) offer the mother financial incentives or other compensation for waiver of the minimum number of hours required; (c) refuse to accept a physician's recommendation for a specified period of inpatient care made in consultation with the mother if the period recommended by the physician does not exceed guidelines for prenatal care developed by nationally recognized professional associations of obstetricians and gynecologists or pediatricians; (d) reduce payments or reimbursements below the usual and customary rate; or (e) penalize a physician for recommending inpatient care for the mother and/or the newborn child.

### Examinations for Detection of Prostate Cancer

Benefits are provided for each covered male for an annual medically recognized diagnostic examination for the detection of prostate cancer. Benefits include:

- A physical examination for the detection of prostate cancer
- A prostate-specific antigen test for each covered male who is:
  - at least 50 years of age
  - at least 40 years of age with a family history of prostate cancer or other prostate cancer risk factor.

### Coverage for Tests for Detection of Colorectal Cancer

Benefits are provided, for each person enrolled in the plan who is 50 years of age or older and at normal risk for developing colon cancer, for expenses incurred in conducting a medically recognized screening examination for the detection of colorectal cancer. Benefits include the covered person's choice of:

- a fecal occult blood test performed annually and a flexible sigmoidoscopy performed every five years
- a colonoscopy performed every ten years.

## NOTICE OF CERTAIN MANDATED BENEFITS

### **Examinations for Detection of Human Papillomavirus and Cervical Cancer**

Benefits are provided for each woman enrolled in the plan who is 18 years of age or older, for expenses incurred for an annual medically recognized diagnostic examination for the early detection of cervical cancer. Benefits include at a minimum a convention Pap smear screening or a screening using liquid-based cytology methods, as approved by the United States Food and Drug Administration, alone or in combination with a test approved by the United States Food and Drug Administration for the detection of the human papillomavirus.

### **Treatment of Acquired Brain Injury**

Your health benefit plan coverage for an acquired brain injury includes the following services:

- Cognitive rehabilitation therapy;
- Cognitive communication therapy;
- Neurocognitive therapy and rehabilitation;
- Neurobehavioral, neurophysiological, neuropsychological and psychophysiological testing and treatment;
- Neurofeedback therapy, remediation;
- Post-acute transition services and community reintegration services, including outpatient day treatment services or other post-acute treatment services; and
- Reasonable expenses related to periodic reevaluation of the care of an individual covered under the plan who has incurred an acquired brain injury, has been unresponsive to treatment, and becomes responsive to treatment at a later date, at which time the cognitive rehabilitation services would be a covered benefit.

The fact that an acquired brain injury does not result in hospitalization or acute care treatment does not affect the right of the insured or the enrollee to receive the preceding treatments or services commensurate with their condition. Post-acute care treatment or services may be obtained in any facility where such services may legally be provided, including acute or post-acute rehabilitation hospitals and assisted living facilities regulated under the Health and Safety Code.

## NOTICE

### BLUE CROSS AND BLUE SHIELD OF TEXAS, A DIVISION OF HEALTH CARE SERVICE CORPORATION

#### Inter-Plan Programs

#### Out-of Area Services

Blue Cross and Blue Shield of Texas has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their Licensed Controlled Affiliates (“Licensees”) referred to generally as “Inter-Plan Programs.” Whenever you obtain healthcare services outside of our Service Area, the claims for these services may be processed through one of these Inter-Plan Programs.

Typically, when accessing care outside our Service Area, you will obtain care from healthcare Providers that have a contractual agreement (i.e., are “Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, you may obtain care from Non-Participating Providers. Our payment practices in both instances are described below.

We cover only limited healthcare services received outside of our Service Area. As used in this section, “Covered Services” include Emergency Care, Urgent Care, and follow-up care obtained outside the geographic area we serve. Any other services will not be covered when processed through any Inter-Plan Programs arrangements, unless authorized by your Primary Care Physician (“PCP”)/Blue Cross and Blue Shield of Texas.

#### A. BlueCard® Program

Under the BlueCard Program, when you obtain Covered Services within the geographic area served by a Host Blue, we will remain responsible for fulfilling our contractual obligations. However the Host Blue is responsible for contracting with and generally handling all interactions with its Participating healthcare Providers.

The BlueCard Program enables You to obtain Covered Services, as defined above, from a healthcare Provider participating with a Host Blue, where available. The Participating healthcare Provider will automatically file a claim for the Covered Services provided to You, so there are no claim forms for You to fill out. You will be responsible for the Member Copayment amount indicated in the Schedule of Copayments and Benefit Limits.

**Emergency Care Services:** If You experience a Medical Emergency while traveling outside the Blue Cross and Blue Shield of Texas Service Area, go to the nearest Emergency or urgent care facility.

Whenever You access Covered Services and the claim is processed through the BlueCard Program, the amount you pay for such services, if not a flat dollar copayment, is calculated based on the lower of:

- the billed covered charges for the Covered Services, or
- the negotiated price that the Host Blue makes available to us.

Often, this “negotiated price” is a simple discount that reflects the actual price the Host Blue pays to your healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare Provider or provider group that may include settlements, incentive payments, and/or other credit or charges. Occasionally, it may be an average price based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

Federal law or the laws in a small number of states may require the Host Blue to add a surcharge to your calculation. If federal law or any state laws mandate other liability calculation methods, including a surcharge, HMO would then calculate your liability for any Covered Services according to the applicable state law in effect when care is received.

#### B. Non-Participating Providers Outside Our Service Area

For non-Participating Providers outside our Service Area, please refer to the Allowable Amount definition in the **DEFINITIONS** section of the benefit book for payment information.

## **NOTICE**

***If your group has certified that the Religious Employer Exemption and Eligible Organization Accommodation applies to your group health plan then this NOTICE is applicable to your Plan.***

### **Religious Employer Exemption Disclosure**

A certification(s) may have been provided to BCBSTX that your group health plan is established or maintained by an organization(s) that is a “religious employer(s)” as defined in 45 C.F.R. 147.131(a), as modified or replaced, and qualifies for a religious employer exemption from the Affordable Care Act requirement to cover certain contraceptive services without cost sharing under guidelines supported by the Health Resources and Services Administration (“Religious Employer Exemption”). Provided that the Religious Employer Exemption is satisfied for your group health plan, then coverage under your group health plan will not include coverage for some or all of such contraceptives services as set forth in the Health Maintenance and Preventive Services section of Covered Services and Benefits. Please call customer service at the number on the back of your ID card for more information. Questions regarding the Religious Employer Exemption should be directed to your Group.

In addition, a certification(s) may have been provided to BCBSTX that your group health plan is established or maintained by an organization(s) that is an “eligible organization(s)” as defined in 45 C.F.R. 147.131(b), as modified or replaced, and qualifies for an eligible organization accommodation with respect to the Affordable Care Act requirement to cover certain contraceptive services without cost sharing under guidelines supported by the Health Resources and Services Administration (“Eligible Organization Accommodation”). Provided that the Eligible Organization Accommodation is satisfied, coverage under your group health plan will not include coverage for some or all of such contraceptives services as set forth in the Health Maintenance and Preventive Services section of Covered Services and Benefits. Please call customer service at the number on the back of your ID card for more information. If you have questions regarding the certification(s), you may contact your Group. For other questions about the Eligible Organization Accommodation, you may contact Customer Service at the number on the back of your ID card.

**Handbook**

Sample

**Blue Cross and Blue Shield of Texas  
(herein called “BCBSTX” or “HMO”)**

## **Handbook**

*This Handbook gives you a brief summary of your benefits and describes your rights and responsibilities under your plan. You can find more complete information about your health care benefits in your Certificate of Coverage documents (COC).*

*We want you to be satisfied with your new health care program. So, if you have any questions about your benefits or any other aspect of your plan, a Customer Service representative will be happy to help you. Call Customer Service Monday through Friday from 7:30 a.m. to 6:00 p.m. CST at the telephone number listed on the back of your Identification Card. You may also write HMO at:*

*HMO Customer Service  
P.O. Box 660044  
Dallas, Texas 75266-0044*

*Again, thank you for selecting us for your health care coverage.*

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,  
an Independent Licensee of the Blue Cross and Blue Shield Association

## TABLE OF CONTENTS

### YOUR HEALTH CARE PROGRAM

Certificate of Coverage (COC) Documents.....	3
Provider Directory.....	3
Identification (ID) Card.....	3

### RECEIVING CARE

Your Primary Care Physician (PCP).....	4
Provider Network.....	4
Direct Access for Obstetrician/Gynecologist (OB/GYN) Care.....	4
Changing PCPs.....	4
Making Appointments.....	5

### HOW THE PLAN WORKS

Referrals to Specialists.....	5
The Referral Process.....	5
Hospitalization.....	6
Other Medical Services.....	6
Preventive Care.....	6
Behavioral Health.....	6
Copayments/Coinsurance and Deductibles (if any).....	6

<b>EMERGENCY CARE</b> .....	7
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### COVERAGE AWAY FROM HOME

Urgent Care Outside the Service Area.....	7
Away From Home Care <sup>®</sup> Program.....	7

### ADDITIONAL INFORMATION

Status Changes.....	8
Duplication of Coverage and Coordination of Benefits.....	8
Continuation of Benefits.....	8
New Medical Technology.....	8

### YOUR RIGHTS AND RESPONSIBILITIES

Your Rights.....	9
Your Responsibilities.....	9

<b>CONFIDENTIALITY AND ACCESS TO RECORDS</b> .....	10
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### CUSTOMER SERVICE

Questions.....	10
Claim or Benefit Reconsideration.....	10
Complaints.....	11
Complaint Procedure.....	11
Complaint Appeals to HMO.....	11
Filing Complaints with the Texas Department of Insurance.....	12
How to Appeal an Adverse Determination.....	13
Expedited Appeal of an Adverse Determination.....	13
How to Appeal to an Independent Review Organization.....	13

*Please use this handbook as your guide to understanding your health care coverage. You should refer to your COC for the specific provisions and limitations of your plan.*

## **YOUR HEALTH CARE PROGRAM**

### **Certificate of Coverage (COC) Documents**

Your COC contains specific information regarding your health care benefits, copayments, any other amounts due, limitations and exclusions. To obtain the most from your health care coverage, please take time to review your COC and attachments carefully and keep them for reference.

### **Provider Directory**

Before enrolling, you may have gone online to Provider Finder<sup>®</sup>, BCBSTX's on-line provider directory, at [www.bcbstx.com](http://www.bcbstx.com) for the most up-to-date list of HMO networks, contracted network doctors, hospitals and other health care professionals who participate in the network available through your plan, or you may have requested a written provider directory. Each directory identifies provider networks, those providers who are accepting existing patients only and those who have extended office hours for your convenience. Every effort has been made to show these listings accurately but additions, deletions and changes may occur.

The most recent information is available on Provider Finder at [www.bcbstx.com](http://www.bcbstx.com) to help you identify participating providers and find addresses, determine availability and restrictions on accessibility, obtain information about referrals to specialists and about any limited provider networks. You may also request a written copy of the provider directory, which is updated quarterly, by calling Customer Service at the telephone number on the back of your ID card.

### **Identification (ID) Card**

You and each of your covered dependents receive an ID card. Please take a moment to check the following information on the card for accuracy, and call Customer Service if changes are needed.

- Identification number
- Coverage effective date
- Your and/or your covered dependents' names
- Group number
- Primary care physician (or "PCP") name
- PCP telephone number

Your ID card also shows certain copayments and any other amounts due for services that are part of the plan selected.

The back of your ID card includes the toll-free Customer Service telephone number.

Be sure to take your ID card with you when you seek health care. It has important information on it that your PCP or other health care professional will need to know. Always present your ID card to the medical office staff, so they can verify eligibility and collect the appropriate copayment and any other amounts due.

If your ID card is lost or stolen, call Customer Service immediately and a new ID card will be sent to you. Or you may go to the website at [www.bcbstx.com](http://www.bcbstx.com), and print a temporary ID card or order a replacement under the Blue Access for Members section. You will also receive an updated ID card if you change your PCP, or if your PCP changes to another network.

#### **REMEMBER:**

- Your COC contains important details about your health care benefits. Please review them carefully. Contact Customer Service if you have questions about your plan.
- Your provider directory gives you a complete listing of participating providers in your area. Contact Customer Service if you need assistance in locating a PCP in your area.
- Take your ID card with you when you seek care. It has important information your provider needs to know.



## RECEIVING CARE

### Your Primary Care Physician (PCP)

At enrollment you selected a PCP for yourself and one for each of your covered dependents. Primary care physicians are either family or general practitioners, internists, pediatricians, or OB/GYNs.

We encourage you to make an appointment with your PCP before you need health care so that you can establish yourself as a patient. One of the advantages of establishing a physician/patient relationship with your PCP is that your PCP becomes familiar with you and your medical history, which helps make sure you receive the care that is right for you.

It is very important to visit or contact your PCP first when seeking medical care. Your PCP will either treat you or refer you for specialty care (see "Referrals to Specialists"). Your PCP will also coordinate any required hospital admissions.

#### **REMEMBER:**

Always see your PCP first when you need health care. Services received from any provider without a referral from your PCP will not be covered, except in emergency situations or for OB/GYN services provided by a participating OB/GYN in your network, as described below.

### Provider Network

When selecting your PCP, you also selected a provider network at the time of enrollment. The network you chose includes medical professionals and facilities that work together to provide health care services in a timely, efficient and cost-effective manner. Keep in mind that if you see any physician or provider outside of that network, even if the name of such physician or provider is listed in the provider directory, the cost of such services will not be covered under your health plan.

Within the provider network, you selected a PCP who will play a key role in the delivery of your health care. Your PCP will manage and coordinate all your health care needs within the same provider network, including referrals for specialty care, laboratory and x-ray services, and hospitalization. If your PCP changes networks, you will be notified and will receive an updated ID card. You and your covered dependents may select the same or a different provider network, and the same or a different PCP within the network.

### **DIRECT ACCESS FOR OBSTETRICIAN/GYNECOLOGIST (OB/GYN) CARE**

**Your HMO plan provides direct access to participating OB/GYNs for gynecologic and obstetric conditions, including annual well-woman exams and maternity care, without first obtaining a referral from a PCP or calling HMO.** Your PCP or participating OB/GYN will establish a referral for you for any required obstetric/gynecologic specialty care.

You must go to an OB/GYN who is within the same provider network as your PCP. It is not required that you select an OB/GYN; you may choose to receive your OB/GYN services from your PCP.

If you need help in locating a participating OB/GYN in your area, refer to the online provider directory (an Internet-based provider directory available on our website at [www.bcbstx.com](http://www.bcbstx.com)), or to your provider directory, or call Customer Service at the telephone number on the back of your ID card for assistance.

### Changing PCPs

Changing your PCP is easy. Simply use the online provider directory at [www.bcbstx.com](http://www.bcbstx.com), refer to your provider directory, or call Customer Service for assistance in selecting a new PCP in your area.

Sometimes a PCP may not be accepting new patients. When selecting a new PCP, you may call Customer Service or the PCP's office and ask about availability. If the PCP is unavailable, Provider Finder or Customer Service can help you find another physician in your area.

Once you've made your decision, either call Customer Service or complete a change form and submit it to the Membership Department, P.O. Box 655730, Dallas, Texas 75265-5730. You may also request the transfer of your medical records from your previous PCP to the newly selected physician.

PCP changes become effective the first day of the month following HMO's receipt and approval of your request. You will receive an updated ID card that shows your new PCP's name and phone number. If you need health care but have not received your new ID card with your new PCP's name, call Customer Service to verify that your request has been processed. You may also go to the website at [www.bcbstx.com](http://www.bcbstx.com), and print a temporary ID card under the Blue Access for Members section.

## **Making Appointments**

You may make appointments for periodic health assessments at a time convenient for you.

If the nature of an illness warrants an urgent appointment, your PCP can generally fit you into his or her schedule within a reasonable period of time. If your PCP cannot fit you in, he or she may direct you to a designated back-up physician. If you need assistance, you may call Customer Service at the telephone number on the back of your ID card.

If you need to change or cancel an appointment, be sure to call your PCP as soon as you can. When you visit your PCP's office for covered services, you will pay only a copayment and/or any other applicable coinsurance or deductibles (if any) for the office visit. There are no claims to file. If you need the care of a specialist, your PCP will refer you and will handle any preauthorization requirements for you.

### **REMEMBER:**

- Have your health care provided or arranged by your PCP.
- For obstetric or gynecologic conditions, you may directly access a participating OB/GYN (in the same provider network as your PCP).
- Contact Customer Service for assistance in changing your PCP.
- It is important to schedule an appointment with your PCP as soon as you can. Contact Customer Service if your PCP cannot fit you in.

## **HOW THE PLAN WORKS**

### **Referrals to Specialists**

Your PCP can provide most of your health care needs. However, if specialty care is required, your PCP will arrange for you to see a participating specialist. In order for services performed by a specialist to be covered, a referral from your PCP or participating OB/GYN is required *prior* to receiving care.

When your PCP refers you for care, this helps ensure that you receive care that is medically necessary and appropriate.

### **The Referral Process**

If you need specialty care, your PCP will establish a referral for services. You will be referred to a specialist within the same provider network as your PCP.

It is important to discuss with your PCP why you are being referred for specialty care. You must obtain another referral from your PCP for any additional treatment that is not included in the initial referral, including any additional visits to the specialist. Except for emergencies, all hospital admissions and outpatient procedures require a referral from your PCP prior to your receiving services.

## **Hospitalization**

If you need to be hospitalized, your PCP or participating OB/GYN can arrange for your care at a local participating hospital. Your PCP or participating OB/GYN will make the necessary arrangements and keep you informed. You may have to pay a copayment and/or any other applicable coinsurance or deductibles (if any) for some of these services, depending on your plan.

When you think you need hospital care, in non-emergency situations, first call your PCP. Special rules apply in emergency situations or in cases where you are out of the area (see “Emergency Care” section).

## **Other Medical Services**

In addition to PCPs, specialists, and hospitals, the network includes other health care professionals to meet your needs. If you need diagnostic testing, laboratory services or other health care services, your PCP or participating OB/GYN will coordinate your care or refer you to an appropriate setting. You may have to pay a copayment and/or any other applicable coinsurance or deductibles (if any) for some of these services, depending on your plan.

## **Preventive Care**

Preventive care is a key part of your plan, which emphasizes staying healthy by covering:

- Well-child care, including immunizations
- Prenatal and postnatal care
- Hearing loss screenings through 24 months
- Periodic health assessments
- Eye and ear screenings
- Annual well-woman exams, including, but not limited to, a conventional Pap smear
- Annual screening mammograms for females over age 35, or females with other risk factors
- Bone mass measurement for osteoporosis
- Prostate cancer screening for males at least age 50, or at least age 40 with a family history of prostate cancer
- Colorectal cancer screening for persons 50 years of age and older
- Depending on your plan - Any other evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Task Force (“USPSTF”) or as required by state law.

## **Behavioral Health**

Your behavioral health benefits include outpatient and (depending on your plan) inpatient visits for crisis intervention and evaluation. Please refer to your COC for additional information. To access behavioral health services, call the designated behavioral health vendor listed on the back of your ID card.

## **Copayments /Coinsurance and Deductibles (if any)**

A copayment and/or any applicable coinsurance or deductible (if any) may be due at the time a participating provider renders service. Certain copayment amounts and/or any applicable coinsurance or deductible (if any) and the corresponding types of services are listed on your ID card. For a complete list, refer to the Schedule of Copayments and Benefit Limits in your COC. The copayment and/or any other coinsurance or deductible amount (if any) is determined by your plan.

Usually, you are expected to pay nothing more than a copayment and/or any applicable coinsurance or deductible (if any) to participating providers. You should not receive a bill for services received from participating providers. If this occurs, call Customer Service to help determine if the service is a covered benefit and/or to correct the problem.

### **REMEMBER:**

- Your PCP or participating OB/GYN will arrange for specialty care or hospitalization.
- Preventive care is an important part of your program to help you stay healthy. These services can be provided or arranged by your PCP.
- Usually a copayment and/or any applicable coinsurance or deductible (if any) is all you will be responsible for when you obtain services provided or arranged by your PCP.
- You won't have to file claims for services received from participating providers.

## **EMERGENCY CARE**

### **Medical Emergencies**

Emergency care is defined as health care services provided in a participating or non-participating hospital emergency facility, freestanding emergency medical care facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in placing the patient's health in serious jeopardy, cause serious impairment to bodily function, cause serious dysfunction of any organ or part of the body, cause serious disfigurement or, in the case of a pregnant woman, cause serious jeopardy to the health of the fetus.

In a medical emergency, seek care immediately. Present your ID card to the hospital emergency room or comparable facility. You or a family member should call your PCP within 48 hours or as soon as possible after receiving emergency care. This call is important so that your PCP can coordinate or provide any follow-up care required as a result of a medical emergency.

### **Emergency Services Outside the Service Area**

In an emergency, go directly to the nearest hospital. If you are outside the service area and require medical care, you are covered for emergency services only.

#### **REMEMBER:**

- In an emergency, seek care immediately.
- You or a family member should call your PCP within 48 hours or as soon as possible after receiving emergency care.

## **COVERAGE AWAY FROM HOME**

### **Urgent Care Outside the Service Area**

When you are traveling outside of Texas and you need urgent care that cannot be postponed until you return home, the BlueCard® Program gives you the ability to obtain health care services through a Blue Cross and Blue Shield-affiliated physician or hospital when you are traveling outside of Texas and follow the simple guidelines below.

Follow these easy steps:

1. Locate a participating provider by calling BlueCard Access at 1-800-810-BLUE (2583) or visit the BlueCard Doctor and Hospital Finder website ([www.bcbs.com](http://www.bcbs.com)).
2. Call your PCP for referrals and for care requiring preauthorization.
3. Schedule an appointment directly with the provider.
4. Present your ID card.
5. Pay any applicable copayments/coinsurance or deductible (if any).
6. Discuss follow-up care with your PCP.

### **Away From Home Care® Program**

If you (or a covered dependent) will be temporarily residing outside of Texas, in a participating location, for at least 90 days, you may be eligible to obtain covered services from a Blue Cross and Blue Shield Association-affiliated HMO. Under the Away From Home Care (AFHC) Program you retain your coverage under HMO

To apply, call the home plan AFHC Coordinator at 1-888-522-2396 before you leave your service area, who will find the HMO near your (or your dependent's) temporary location and process your request.

When you arrive at your new location, call the Host HMO AFHC Program Coordinator and receive information about the host HMO, including a list of physicians and benefits you are entitled to. The benefits available and requirements for accessing services outside of Texas may not be identical to those under your current HMO plan. When returning to the home plan service area, use the home plan PCP and receive home plan benefits.

## **ADDITIONAL INFORMATION**

### **Status Changes**

Your records are very important to us. Incorrect records can delay membership verification or medical care, create problems in continuing coverage for a dependent, and possibly cost you money. To keep your coverage up to date, see your employer for specific instructions about submitting forms to notify us of changes. Completed forms must be received by HMO within 31 days from the date of any change listed below:

- Birth of a child;
- Adoption or becoming a party in a suit for adoption, or legal guardianship;
- Change of dependency status of a child;
- Court-ordered dependents;
- Loss of other health coverage;
- Marriage;
- Divorce;
- Death;
- Change of address; and
- Change of telephone number.

### **Duplication of Coverage and Coordination of Benefits**

If you or your dependents are covered by more than one health benefit plan, you may have duplicate coverage. Each covered dependent will then have “primary” and “secondary” coverage. At the time of enrollment, you were asked to provide information about your other health benefit plan. Please notify Customer Service of any change in your duplicate coverage.

Injuries and sometimes illnesses may be covered by other types of insurance such as auto, homeowners or workers’ compensation. Please call Customer Service in cases such as these for information on what steps to take.

It is important that you provide this information to us to allow coordination of payment of your claims to ensure that claims are not paid twice. This helps keep your health care costs down.

### **Continuation of Benefits**

Under the Consolidated Omnibus Budget Reconciliation Act (federal legislation called COBRA), many employers offer a continuation of group coverage if you become ineligible for group membership. Ask your employer if this coverage is available to you. You also may be able to continue your coverage under State Continuation guidelines, as explained in your COC.

### **New Medical Technology**

HMO keeps abreast of medical breakthroughs, experimental treatments and newly approved medication. The medical policy department evaluates new technologies, medical procedures, drugs and devices for potential inclusion in the benefit packages we offer. Clinical literature and accepted medical practice standards are assessed thoroughly with ongoing reviews and determinations made by our Medical Policy Group.

#### **REMEMBER:**

- Notify us of changes within 31 days of a change to your coverage.
- Be sure to indicate any other health coverage you have, or contact Customer Service with this information.

You may be eligible to continue your membership. Please review the guidelines above to see if you are eligible

## **YOUR RIGHTS AND RESPONSIBILITIES**

You have certain rights and responsibilities when receiving health care services and should expect the best possible care available. We have provided the following information, so you can be an informed customer and active participant in your plan.

### **Your Rights**

#### **You have the right to:**

- Select or change your PCP and know the qualifications, titles and responsibilities of the professionals responsible for your health care;
- Receive prompt and appropriate treatment for physical or emotional disorders and participate with your providers in decisions regarding your care;
- Be treated with dignity, compassion and respect for your privacy;
- Have a candid discussion of appropriate or medically necessary treatment options for your condition, regardless of cost or benefit coverage;
- Have all medical and other information held confidential unless disclosure is required by law or authorized in writing by you;
- Be provided with information about:
  - HMO,
  - Health care benefits,
  - Copayments, copayment limitations, and/or other charges,
  - Service access,
  - Changes and/or termination in benefits and participating providers,
  - Exclusions and limitations;
- Express opinions, concerns, and complaints in a constructive manner or appeal regarding any aspect of the HMO;
- Receive timely resolution of complaints or appeals through Customer Service and the complaint procedure;
- Have access to review by an Independent Review Organization;
- Refuse treatment and be informed of the medical consequences that may be a result of your decision; and
- Make recommendations regarding your HMO rights and responsibilities policies.

### **Your Responsibilities**

#### **You have the responsibility to:**

- Meet all eligibility requirements;
- Identify yourself by presenting your ID card and pay the copayment and any other applicable amount due at the time of service for network benefits;
- Establish a physician/patient relationship with your PCP and seek your PCP's medical advice/referral for network services prior to receiving medical care, unless it is an emergency situation or services are performed by your HMO participating OB/GYN;
- Understand the medications you are taking and receive proper instructions on how to take them;
- Communicate complete and accurate medical information to health care providers;
- Call in advance to schedule appointments with network providers and notify them prior to canceling or rescheduling appointments;
- Ask questions and follow instructions and guidelines given by providers to achieve and maintain good health;
- Discuss disagreements and/or misunderstandings regarding treatment from providers;
- Notify your PCP or HMO within 48 hours or as soon as reasonably possible after receiving emergency care services;
- Provide, to the extent possible, information that HMO needs in order to administer your benefit plan, including changes in your family status, address and phone numbers within 31 days of the change;
- Read your COC for information about HMO benefits, limitations, and exclusions; and
- Understand your health conditions, and participate to the degree possible in the development of treatment goals mutually agreed upon between you and your provider.

## **CONFIDENTIALITY AND ACCESS TO RECORDS**

We are required by federal and state law to maintain the privacy of your protected health information. “Protected health information” (PHI) is information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. With limited exceptions, your medical records may not be disclosed to others, including your employer, without your written consent. You, or an individual acting on your behalf, may request medical records for the purpose of providing care or resolving disputes related to coverage, reimbursement, or complaints. Please refer to the HIPAA NOTICE OF PRIVACY PRACTICES in your coverage documents for complete information.

Routine consent signed at the time of enrollment permits us to release information for purposes of quality assessment and measurement, treatment, coordination of care, accreditation, billing and other uses. Identifiable information is minimized and protected from inappropriate disclosure. Information provided to employer groups is aggregated to protect the identification of any individual.

You have a right to specifically approve the release of information beyond the uses identified in the routine consent that you sign upon enrollment and, at other times, as needed for worker’s compensation claims, auto insurance claims, marketing or data used for research studies.

You may give us written authorization to use your PHI or to disclose it to another person only for the purpose you designate. PHI may not be disclosed to your spouse or family without written authorization from you or an authorized representative. Information regarding children under 18 years of age may be released to a parent or legal guardian. If an adult is incapacitated, a legally appointed guardian may act on their behalf. Unless you give us written authorization, we cannot use or disclose your PHI for any reason except those described in the HIPAA Notice.

Participating providers must comply with applicable HIPAA laws, professional standards and policies regarding the confidential treatment of medical information, including security measures to control access to confidential information maintained in computer systems. Access to electronic files containing information is to be protected and restricted to employees who have a business-related need to know. Oral, written and electronic personal health information across the organization will be kept confidential in accordance with applicable law.

Blue Cross Blue Shield of Texas understands the importance of confidentiality and respects your right to privacy. A summary of our privacy practices is available on the BCBSTX website at [http://www.bcbstx.com/important\\_info/index.html](http://www.bcbstx.com/important_info/index.html) or you may call Customer Service at the telephone number on the back of your ID card to obtain a paper copy.

## **CUSTOMER SERVICE**

### **Questions**

If you have questions about your benefits, Customer Service representatives are available to help you at the telephone number on the back of your ID card. Customer Service can also help if you want to change your PCP. They will have an up-to-date list of participating providers in your area.

Customer Service can also assist you with special communications needs. If your first language is not English, you can ask to speak to a bilingual staff member (English or Spanish). Some written materials (including this HMO handbook) are available in Spanish. Members may also ask for access to a telephone-based translation service to assist with other languages.

BCBSTX provides TDD/TYY services and language assistance for incoming callers for deaf, hard-of-hearing and speech-disabled members. Members can utilize their TeleTYpewriter (TTY) or Telecommunication Device (TDD) to access a teletype operator.

If you are not satisfied with service you have received, HMO has a formal complaint process you can follow to advise us of issues related to quality of care or service. We monitor the care you receive and follow through on all complaints and inquiries, because your satisfaction is important to us.

### **Claim or Benefit Reconsideration**

If a claim or request for benefits is partially or completely denied, you will receive a written explanation of the reason for the denial and be entitled to a full review. If you wish to request a review or have a question regarding the explanation of benefits, call or write Customer Service at the telephone number or address on the back of your ID card. If you are still not satisfied, you may request an appeal of the decision or file a complaint. You may obtain a review of the denial by following the procedures set forth below and more fully in the Complaint and Appeal Procedures in the COC.

### **Complaints**

There may be times when you disagree with a specific HMO policy, procedure or benefit decision, or you are not satisfied with some aspect of treatment by a participating provider. We encourage you to communicate your dissatisfaction promptly and directly to the source of the problem.

The goal of Customer Service is to prevent small problems from becoming large issues. To express a complaint about any aspect of the HMO program, call or write Customer Service. If an inquiry is not resolved promptly to your satisfaction, it will be handled according to the Complaint Procedure described below.

### **Complaint Procedure**

A complaint is any dissatisfaction expressed orally or in writing to HMO about any aspect of its operation, such as 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. A complaint is not a misunderstanding or problem of misinformation that is resolved promptly by clearing up the misunderstanding or supplying the appropriate information to your satisfaction.

A complaint also does not include yours or your provider's oral or written dissatisfaction or disagreement with an adverse determination (a denial of care or service based on a lack of medical necessity or appropriateness of care).

Within five business days of receiving your oral or written complaint, HMO will send you a letter acknowledging receipt of the complaint, together with a description of its complaint process and timeframes. If the complaint was received orally, we send a complaint form that you must fill out and return for prompt resolution.

Within thirty (30) days of receiving your written complaint or the complaint form, HMO will investigate your concerns and send you a letter explaining the resolution. The letter will include the specific medical and contractual reasons for the decision including any benefit exclusion, limitation or medical circumstance; additional information needed to adjudicate a claim, if any, and the specialty of any provider consulted, plus a full description of the complaint appeal process, including deadlines for the appeal process and for final decision on an appeal.

If the complaint was not resolved to your satisfaction, you have the right to dispute the resolution by following the complaint appeal process. If your plan is governed by the Employee Retirement Income Security Act (ERISA), you have the right to bring civil action under 502(a) of ERISA.

HMO will investigate and resolve complaints concerning emergencies or denials of continued hospitalization in accordance with the medical or dental urgency of the case, but no later than one business day from receipt of the complaint.

HMO is prohibited from retaliating against a group or individual because the group or individual has filed a complaint against or appealed a decision of HMO. We are also prohibited from retaliating against a physician or provider because the physician or provider has, on your behalf, reasonably filed a complaint against or appealed a decision of HMO.

### **Complaint Appeals to HMO**

The complaint appeals process allows you to dispute the complaint resolution before a complaint appeal panel. After HMO receives your written request for a complaint appeal, you have the right to dispute the



complaint resolution in person, in writing, by telephone or other technological methods. HMO will send you an acknowledgement letter no later than five business days after the date of receipt of your written request for appeal.

The complaint appeal panel is an advisory committee composed of an equal number of HMO staff, physicians or other providers, and others covered by HMO (persons selected to participate will not be HMO employees). Participants of the complaint appeal panel will not have been involved in the previously disputed decisions related to the complaint. Physicians or other providers with experience in the area of care that is in dispute review the case and resolution recommended by the panel is independent of any prior physician or provider determinations. If you are disputing specialty care, the appeal panel must include a person who is a specialist in the field of care being disputed. The appeals process will not exceed thirty (30) calendar days from the date HMO receives the written request for appeal.

At least five days before the scheduled meeting of the panel, HMO will supply you or your designated representative with:

- Any documents to be presented to the panel by HMO staff;
- The specialization of any physicians or providers consulted during the investigation;
- The name and affiliation of each HMO representative on the panel; and
- The date and location of the hearing.

You are entitled to:

- Appear before the complaint appeal panel in person, by conference call or other appropriate technology or through a representative (if complainant is a minor or disabled);
- Present written or oral information;
- Present alternative expert testimony;
- Request the presence of and question any person responsible for making the prior determination that resulted in the appeal; and
- Bring any person you wish, but only you may directly question meeting participants.

You will receive a written decision of the complaint appeal, including the specific medical determination, clinical basis and contractual criteria used to reach the final decision and the toll-free telephone number and address of the Texas Department of Insurance (TDI).

HMO will investigate and resolve complaint appeals relating to an ongoing emergency or denial of continued hospitalization in accordance with the medical or dental urgency of the case, but no later than one business day from receipt of request for an appeal. Upon request, instead of a complaint appeal panel, we will provide a review by a physician or provider who has not already reviewed the case and is of the same or similar specialty that usually treats medical or dental conditions, procedures or treatments being considered in the appeal. The physician or provider reviewer may interview the patient or the patient's representative and decide, then may deliver initial notice of the appeal decision orally, if he then provides written notice no later than the third day after the decision date.

Upon request and free of charge, you are provided reasonable access to, and copies of all documents, records and other information relevant to the claim or appeal, including:

- Information relied upon to make the decision;
- Information submitted, considered or generated in the course of making the decision, whether or not it was relied upon to make the decision;
- Descriptions of the administrative process and safeguards used to make the decision;
- Records of any independent reviews conducted by HMO;
- Medical judgments, including whether a particular service is experimental, investigational or not medically necessary or appropriate; and
- Expert advice and consultation obtained by HMO in connection with the denied claim, whether or not the advice was relied upon to make the decision.

## **Filing Complaints with the Texas Department of Insurance**

Any person, including those who tried to resolve complaints through our complaint process and were not satisfied with the result, may file a complaint with the TDI by:

- Mailing: Texas Department of Insurance  
Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, Texas 78714-9091
- Faxing: (512) 475-1771
- Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)

For information call TDI Consumer Help line, (800) 252-3439, 8 a.m. to 5 p.m., Monday through Friday, or in Austin call (512) 463-6515. To request a TDI Complaint form call (800) 599-SHOP, or in Austin call (512) 305-7211. The TDI will investigate complaints against HMO within sixty (60) days of receiving the complaint and all the information needed to determine if a violation occurred. TDI may extend the time necessary to complete an investigation if:

- They need additional information;
- An on-site review is necessary;
- Complainant, HMO, or the physician or provider does not provide all documentation necessary to complete the investigation; or
- Other circumstances beyond the control of TDI occur.

## **How to Appeal an Adverse Determination**

*An adverse determination is a determination made by HMO or a utilization review agent physician that health care services provided or proposed to be provided are experimental, investigational or not medically necessary. In life-threatening or urgent care circumstances or if you do not receive a timely decision, you are entitled to an immediate appeal to an Independent Review Organization (“IRO”) and are not required to first comply with HMO’s internal appeal of an adverse determination process.*

HMO has an internal appeal system that provides reasonable procedures to resolve an oral or written appeal about dissatisfaction or disagreement with an adverse determination. An appeal of an adverse determination is different from the complaint process. You, your designated representative or your physician or provider must initiate an appeal of an adverse determination.

When services provided or proposed to be provided are deemed experimental, investigational or not medically necessary, HMO or a utilization review agent will regard the expression of dissatisfaction or disagreement as an appeal of an adverse determination.

Within five business days of an appeal request, HMO will send a letter stating the date of receipt of the appeal and a list of documents the appealing party must submit. For oral appeals, we will also send a one-page appeal form that must be completed and returned to HMO. We will provide a review by a board certified physician or provider who has not already reviewed your case and who is of the same or similar specialty as usually manages the medical condition, procedure or treatment under review.

We have thirty days from receipt of your written appeal request or form to provide you written notice of the appeal decision, which will include the dental or medical and contractual reasons for the resolution; clinical basis for the decision and the specialty of any provider consulted. It will also include a notice of your right to have an independent review organization review the denial and how to obtain such a review, and TDI’s toll free telephone number and address.

## **Expedited Appeal of an Adverse Determination**

Appeals relating to ongoing emergencies or denials of continued hospital stays are investigated and resolved with an expedited appeal process and will be concluded according to the medical or dental urgency of the case. In no event will resolution exceed one business day from the date all information necessary to complete the appeal request is received or three calendar days of the appeal request, whichever is sooner.

HMO will provide a review by a physician or provider who was not involved in the first decision, and who is of the same or similar specialty that usually treats the medical or dental condition, procedure or treatment under review. That physician or provider may interview you and will render a decision on the appeal. The initial notice of the decision may be made orally with written notice following within three days.

### **How to Appeal to an Independent Review Organization**

An independent review organization, or IRO, is an organization separate from HMO that may perform a final administrative review of an adverse determination made by us. The IRO process is not part of the complaint process, but is available only for appeals of an adverse determination. In life-threatening or urgent care circumstances or if you do not receive a timely decision, you are entitled to immediately appeal to an IRO rather than go through the HMO appeal of an adverse determination process.

If you request a review of an appeal of an adverse determination by an IRO, HMO will adhere to the following guidelines/criteria:

- Provide you, your designated representative, or your provider of record, information on how to appeal the denial of an adverse determination to an IRO;
- Provide this information at the initial adverse determination and the denial of the appeal;
- Provide the appropriate form to complete;
- You, a designated representative, or your provider of record must complete the form and return it to HMO to begin the independent review process;
- In life-threatening or urgent care situations, you, your designated representative, or provider of record, may contact HMO by telephone to request the review and to provide the required information;
- Submit medical records, names of providers and any documentation pertinent to the adverse determination to the IRO;
- Comply with the determination by the IRO; and
- Pay for the independent review.

Upon request and free of charge you are provided reasonable access to, and copies of all documents, records and other information relevant to the claim or appeal, including:

- Information relied upon to make the benefit determination;
- Information submitted, considered or generated in the course of making the benefit determination, whether or not it was relied upon to make the benefit determination;
- The administrative process and safeguards used to make the benefit determination;
- Records of any independent reviews conducted by HMO;
- Medical judgments, including whether a particular service is experimental, investigational or not medically necessary or appropriate; and
- Expert advice and consultation obtained by HMO in connection with the denied claim, whether or not the advice was relied upon to make the benefit determination.

The appeal process does not prohibit you from pursuing other appropriate remedies, including injunctive relief, a declaratory judgment, or relief available under law, if exhausting the procedures of HMO process for appeal and review places your health in serious jeopardy. If your plan is governed by the Employee Retirement Income Security Act (ERISA), you have the right to bring civil action under 502(a) of ERISA.

For more information about the IRO process, call TDI at (888) TDI-2IRO (834-2476), or in Austin call (512) 322-3400.