

## *Patient Protection Act Disclosure Statement*

This coverage is provided by Blue Cross and Blue Shield of Texas (BCBSTX), a Division of Health Care Service Corporation, a Mutual Legal Reserve Company. This coverage provides preferred provider benefits.

### **I. Toll-free Telephone Number**

You can call our Individual Products Business Unit New Business and Underwriting Department Monday through Thursday from 9:00 a.m. to 5:00 p.m. and Friday 9:00 a.m. to 4:30 p.m. Central Standard Time. The numbers are:

**1-800-531-4456 toll-free  
(972) 766-5218 Dallas Area**

— Or —

for additional information, write to:

**Blue Cross and Blue Shield of Texas  
Individual Products Business Unit  
P. O. Box 833922  
Richardson, Texas 75080**

### **II. What Is the Difference Between a Network Provider and Out-of-Network Provider?**

*A Network Provider is:*

- Any Provider who has executed a managed care agreement with BCBSTX; or
- Any other Provider located outside the state of Texas and with which any other Blue Cross and Blue Shield plan has executed such a written contract

to provide health care services to Participants covered under this Contract. Except as otherwise provided herein, a Network Provider must provide services in order to obtain Network Benefits.

*An Out-of-Network Provider is:*

- Any Provider who has not executed a managed care agreement with BCBSTX; or
- Any other Provider located outside the state of Texas and with which any other Blue Cross and Blue Shield plan has not executed a such a written contract

to provide health care services to Participants covered under this Contract. Except as otherwise provided herein, services provided by Out-of-Network Providers will receive Out-of-Network Benefits.

In addition, Providers who do not contract with BCBSTX or any other Blue Cross and Blue Shield plan may bill the patient for expenses above the Allowable Amount.

### III. Covered Services and Supplies Provided by this Contract

Covered Services	Network Benefits	Out-of-Network Benefits
<b>Deductibles per Calendar Year</b>	None	None
<b>Coinsurance Amount</b>		
<b>Plan I</b>		
Individual	\$10,000	\$20,000
Family	\$20,000	\$40,000
<b>Plan II</b>		
Individual	\$20,000	\$40,000
Family	\$40,000	\$80,000
<b>Plan III</b>		
Individual	\$30,000	\$60,000
Family	\$60,000	\$120,000
<b>Lifetime Maximum each Participant</b>	\$5,000,000	
<b>Hospital Services</b> All usual Hospital services and supplies, including semiprivate room, intensive care and coronary care units	50% of Allowable Amount	50% of Allowable Amount
<b>Professional Services</b> Services of Physicians or Professional Other Providers, a certified registered nurse-anesthetist (CRNA), diagnostic X-ray and lab, radiation therapy, dietary formulas necessary for the treatment of PKU or other heritable diseases, rental of durable medical equipment (DME), anesthetics, oxygen, blood, Prosthetic Appliances, orthopedic braces and crutches, Home Infusion Therapy services, Diabetic Equipment and Supplies, outpatient services supplies and outpatient contraceptive services and contraceptive devices, Telehealth Services and Telemedicine Medical Services. <i>Note: Prescription oral contraceptive medications are covered under the Prescription Drug Program.</i>	50% of Allowable Amount	50% of Allowable Amount
<b>Physical Medicine Services</b> (Limited to \$1,000 each Calendar Year)	50% of Allowable Amount	50% of Allowable Amount
<b>Ground and Air Ambulance Services</b> (Limited to \$1,500 each Calendar Year)	50% of Allowable Amount	50% of Allowable Amount
<b>Organ and Tissue Transplants</b> (Liver, Heart, Heart/Lung [heart and one lung or heart and two lungs] Cornea, Lung. Limited to \$300,000 lifetime maximum each Participant)	50% of Allowable Amount	50% of Allowable Amount
<b>Extended Care Services</b>		
▪ Skilled Nursing Facility (Limited to \$5,000 each Calendar Year)	50% of Allowable Amount	50% of Allowable Amount
▪ Home Health Care (Limited to \$5,000 each Calendar Year)		
▪ Hospice Care (Limited to \$10,000 lifetime maximum)		

Covered Services	Network Benefits	Out-of-Network Benefits
<b>Routine Mammography Screening</b> (For female Participants 35 years of age or older, limited to one each Calendar Year)	50% of Allowable Amount	50% of Allowable Amount
<b>Non-Routine Diagnostic Mammography</b>	50% of Allowable Amount	50% of Allowable Amount
<b>Breast Reconstruction</b> (Services or supplies necessary to rebuild the breast and achieve reasonable breast symmetry as a result of a mastectomy)	50% of Allowable Amount	50% of Allowable Amount
<b>Tests for Detection of Prostate Cancer</b> <ul style="list-style-type: none"> <li>▪ A physical examination for the detection of prostate cancer</li> <li>▪ A prostate-specific antigen test used for the detection of prostate cancer for each male Participant who is at least:               <ul style="list-style-type: none"> <li>– 50 years of age and asymptomatic, or</li> <li>– 40 years of age with a family history of prostate cancer or another prostate cancer risk factor.</li> </ul> </li> </ul>	50% of Allowable Amount	50% of Allowable Amount
<b>Tests for Detection of Colorectal Cancer</b> <ul style="list-style-type: none"> <li>▪ Fecal occult blood test performed annually and flexible sigmoidoscopy every five years; or</li> <li>▪ Colonoscopy every ten years</li> </ul>	50% of Allowable Amount	50% of Allowable Amount
<b>Preventive Care</b> (Routine physical examinations, well child care, hemoccult tests, immunizations 8 years & over, routine lab, x-ray, vision and hearing exams)  <i>Routine mammograms, colorectal cancer screenings prostate cancer screenings, and HPV/cervical cancer screenings are not provided under this benefit.</i>	50% of Allowable Amount	50% of Allowable Amount
\$300 Calendar Year maximum		
<b>Tests for Detection of Human Papillomavirus (HPV) and Cervical Cancer</b> <ul style="list-style-type: none"> <li>▪ A conventional Pap smear screening or a screening using liquid-based cytology methods, as approved by the United States Food and Drug Administration (FDA), alone or in combination with a test approved by the FDA for the detection of human Papillomavirus.</li> <li>▪ Such screening test must be performed in accordance with the guidelines adopted by:               <ul style="list-style-type: none"> <li>(a) The American College of obstetricians and Gynecologists; or</li> <li>(b) Another similar national organization of medical professionals.</li> </ul> </li> </ul>	50% of Allowable Amount	50% of Allowable Amount
<b>Childhood Immunizations</b> (From birth to age 8) <i>Does not include allergy injections</i> Immunizations includes but are not limited to, diphtheria, hemophilus influenza type b, hepatitis B, measles, mumps, pertussis, polio, rubella, tetanus, varicella, and any other immunization required by law.	100% of Allowable Amount	
<b>Hearing Screening (when offered by Hospital during a birth admission)</b> Screening tests for dependent children from birth through the date the child is 30 days old, and necessary diagnostic follow-up care related to the screening test from birth through the date the child is 24 months old.	50% of Allowable Amount	50% of Allowable Amount

Covered Services	Network Benefits	Out-of-Network Benefits
<p><b>Certain Therapies for Children with Developmental Delays</b> (up to age 3 as defined in the <i>individualized family service plan</i> as issued by the Texas Interagency Council on Early Childhood Intervention. After the age of 3, when services under the individualized family service plan are completed, Eligible Expenses, as otherwise covered under this Contract, will be available. All contractual provisions of this Contract will apply, including but not limited to, defined terms, limitations and exclusions, and benefit maximums.)</p> <ul style="list-style-type: none"> <li>▪ Occupational therapy evaluations</li> <li>▪ Physical therapy evaluations and services</li> <li>▪ Speech therapy evaluations and services; and</li> <li>▪ Dietary or nutritional evaluations</li> </ul>	50% of Allowable Amount	50% of Allowable Amount

PRESCRIPTION DRUG PROGRAM			
Plan Features			
<i>Applicable to all Plans</i>			
<b>Deductible</b>	<b>\$200</b>		
<b>Calendar Year Maximum</b>	<b>\$3,000</b>		
<b>Copayment Amounts</b>	<b>Generic</b>	<b>Preferred Brand Name Drugs</b>	<b>Non-Preferred Brand Name Drugs</b>
<b>Retail Pharmacy</b>			
<ul style="list-style-type: none"> <li>▪ 30-Day Supply on each occasion dispensed</li> <li>▪ 90-Day Supply</li> </ul>	\$10 \$30	\$30 \$90	\$45 \$135
<b>Mail Service</b>			
<ul style="list-style-type: none"> <li>▪ 90-Day Supply</li> </ul>	\$20	\$60	\$90

#### IV. Emergency Care Services

**Emergency Care** means health care services provided in a Hospital emergency 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 the person's 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.

In the event of an emergency, you should do one of the following:

- If reasonably possible, contact your Network Provider before going to the Hospital emergency room. He can help you determine if you need Emergency Care and recommend that care.
- If not reasonably possible to contact your Network Provider, go to the nearest emergency facility, whether or not the facility is a Network Provider.
- Whether you require hospitalization or not, you should contact your Network Provider within 48 hours, or as soon as reasonably possible, of any emergency medical treatment so he can recommend the continuation of any necessary medical services.
- If hospitalization for Emergency Care is necessary, the admission must be authorized within two working days, or as soon as reasonably possible, following the admission.

Covered Services	Network Benefits	Out of Network Benefits
<b>Emergency Care</b> ▪ <b>Accident &amp; Medical Emergency within 48 hours</b> – Facility Charges – Physician Charges	  50% of Allowable Amount 50% of Allowable Amount	    
▪ <b>Non-Emergency Situations</b> – Facility Charges – Physician Charges	50% of Allowable Amount 50% of Allowable Amount	50% of Allowable Amount 50% of Allowable Amount

## V. Out-of-Area Services and Benefits

Except for Emergency Care treatment or covered services that are not available from a Network Provider within the Plan Service Area, benefits will be provided at the Out-of-Network Benefits level. Please see Section II of this Disclosure Statement for definitions of Network Provider.

## VI. What Are My Financial Responsibilities?

You are entitled to coverage under the Contract provided the required premium is paid to BCBSTX. In addition to the payment of premiums, You are also responsible for the following:

- If You choose Network Providers, Your payment obligation will be any Coinsurance Amounts, and any limited or noncovered services as described in the Contract.
- If You choose Out-of-Network Providers, You will be responsible for billed charges above BCBSTX payment amount, preauthorization penalties, Coinsurance Amounts and any limited or noncovered services.

## VII. Limitations and Exclusions

*Benefits under the Medical portion of this Contract are not available for:*

- **Preexisting Condition Limitation** – Benefits of the Contract are not available for Care rendered during the first twelve months for conditions existing within twelve months before the Effective Date of coverage. This exclusion does not apply to a Participant who was continuously covered for an aggregate period of 18 months under Creditable Coverage if the previous coverage was in effect up to a date not more than 63 days before the Effective Date of the Participant’s coverage under this Contract, excluding any waiting periods.

If a Participant does not have aggregate Creditable Coverage totaling 18 months, We will credit the time the Participant was previously covered under Creditable Coverage if the previous coverage was in effect at any time during the 18 months preceding (a) the first day coverage is effective under this Contract if there is not a waiting period; or (b) the day the applicant files a substantially complete application for coverage if there is a waiting period.

- Maternity Care.
- Services or supplies not Medically Necessary for the treatment of a sickness, injury, condition, disease, or bodily malfunction; any Experimental/Investigational services and supplies.
- Any charges more than the Allowable Amount as determined by Us.
- Any services or supplies for which benefits are, or upon proper claim would be, provided under Workers' Compensation Law.

- Any services or supplies covered in whole or in part by any laws of the United States (including Medicare), a foreign country, state or political subdivision, except for Medicaid.
- Charges for services and supplies provided which require Our approval when approval is not given.
- Services or supplies for which You are not required to make payment or for which You are not legally required to pay without this or any similar coverage, (except treatment of mental illness or mental retardation by a tax supported institution).
- Any services or supplies provided by a person who is related to You by blood or marriage.
- Treatment of injury or sickness because of war, acts of war, or while on active or reserve military duty.
- Any charges because of suicide or attempted suicide.
- Charges resulting from failure to keep a scheduled visit with a Physician or Professional Other Provider, for completion of any insurance forms, or for acquisition of medical records unless requested and received by Us.
- Room and board charges during a Hospital Admission for diagnostic or evaluation procedures unless the tests could not have been done on an outpatient basis.
- Services or supplies provided during a Hospital Admission or an admission in a Facility Other Provider beginning before the patient's Effective Date, or services or supplies provided after the termination of the Participant's coverage, except as provided in the Contract.
- Dietary and nutritional services, **except** as may be provided in the Contract for (1) a nutritional assessment program provided in and by a Hospital and approved in advance by Us; (2) *Treatment of Diabetes*; and (3) *Certain Therapies for Children with Developmental Delay*.
- Custodial Care.
- Routine physical examinations, diagnostic screening, or immunizations, **except** as provided in the Contract (1) *Mammography Screening*, (2) *Preventive Care* up to the Calendar Year benefit maximum, (3) *Childhood Immunizations*, (4) *Certain Tests for the Detection of Prostate Cancer*, (5) *Newborn Screening Tests for Hearing Impairment*, (6) *Certain Tests for the Detection of Colorectal Cancer*; (7) *Certain Therapies for Children with Developmental Delay*, and (8) *Certain Tests for Detection of Human Papillomavirus (HPV) and Cervical Cancer*.
- Services or supplies (except Medically Necessary diagnostic and/or surgical procedures) for treatment of the jaw bone joints, muscles, or their related structures with appliances or splints, physical therapy, or alteration to eliminate pain or dysfunction.
- Services or supplies provided to correct congenital, developmental or acquired deformities of the jaw bone after a Participant's 19th birthday.
- Any items of *Medical-Surgical Expense* provided for dental care and treatments, dental surgery, or dental appliances, **except** (1) Oral Surgery as defined in the Contract, (2) congenital defects of a dependent child, or (3) services made necessary by Accidental Injury.
- Cosmetic, Reconstructive or Plastic Surgery unless caused by injury, congenital defects of a dependent child, reconstructive surgery following cancer surgery; reconstructive surgery following mastectomy; surgery and reconstruction of the other breast to achieve symmetrical appearance; and prostheses and treatment of physical complications, including lymphedemas, at all stages of the mastectomy.
- Eyeglasses, contact lenses, hearing aids, or examinations for the prescription of them; or examinations for detecting visual sharpness or level of hearing, or refractive surgery.
- Mental and nervous disorders except Organic Brain Disease as defined in the Contract.
- Except as specifically provided in the Contract, any Medical Social Services; any outpatient family counseling and/or therapy, bereavement counseling, vocational counseling, or Marriage and Family Therapy and/or counseling; any services or supplies provided by a Licensed Clinical Social Worker, a Licensed Professional Counselor, or a Marriage and Family Therapist.
- Treatment of adolescent behavior disorders, including conduct disorders and oppositional disorders.

- Occupational therapy services that do not consist of traditional physical therapy modalities and is not part of a physical rehabilitation program.
- Travel, whether recommended by a Physician or Professional Other Provider, except ambulance services as provided in the Contract.
- Treatment of obesity or weight, including surgical procedures, even if other health conditions might be helped by the reduction.
- Any services or supplies for inpatient allergy testing, or any testing or treatment for environmental sensitivity or clinical ecology, or any treatment not recognized as safe and effective.
- Any services or supplies provided with chelation therapy, except treatment of acute metal poisoning.
- Any services or supplies for sterilization reversal (male or female), transsexual surgery, sexual dysfunction, in vitro fertilization services, or artificial insemination.
- Routine foot care as described in the Contract.
- Any Speech and Hearing Services except as provided in the Contract for (1) *Extended Care Expense*, (2) ***Preventive Care*** up to the Calendar Year maximum, (3) ***Newborn Screening Tests for Hearing Impairment***, and (4) ***Certain Therapies for Children with Developmental Delay***.
- Any services or supplies for reduction mammoplasty.
- Services or supplies for acupuncture, videofluoroscopy, intersegmental traction, surface EMGs, manipulation under anesthesia, and muscle testing through computerized kinesiology machines such as Isostation, Digital Myograph and Dynatron.
- Services or supplies for treatment of Chemical Dependency; services or supplies provided by a Licensed Chemical Dependency Counselor; or a Licensed Psychological Associate.
- Orthodontic or other dental appliances; splints or bandages provided by a Physician in a non-hospital setting or purchased “over-the-counter” for support of strains and sprains; orthopedic shoes which are a separable part of a covered brace, specially ordered, custom-made or built-up shoes, cast shoes, shoe inserts designed to support the arch or affect changes in the foot or foot alignment, arch supports, elastic stockings and garter belts except for podiatric appliances when provided in conjunction with treatment of diabetes.
- Services or supplies provided for or in conjunction with conditions, which has been specifically excluded for a Participant.
- Any drugs and medicines, except as may be provided under the Prescription Drug Program, that are: (1) dispensed by a Pharmacy and received by the Participant while covered under this Contract, (2) take home drugs and medicines dispensed in a Provider’s office or during confinement in a Hospital or other acute care institution or facility and received by the Participant for use on an outpatient basis, (3) over-the-counter drugs and medicines; or drugs for which no charge is made, (4) prescription antiseptic or fluoride mouthwashes, mouth rinses, or topical oral solutions or preparations, (5) Retin-A or pharmacological similar topical drugs, or (6) smoking cessation prescription drug products requiring a Prescription Order.
- Any services or supplies not specifically defined as Eligible Expenses in the Contract.

***The benefits provided under the Prescription Drug Program are not available for:***

- Drugs which do not by law require a Prescription Order from a Provider (**except** injectable insulin); and drugs, or covered devices for which no valid Prescription Order is obtained.
- Devices or durable medical equipment of any type (even though such devices may require a Prescription Order), such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, or similar devices (except disposable hypodermic needles and syringes for self-administered injections. However, coverage for prescription contraceptive devices is provided under the medical portion of the Contract.
- Administration or injection of any drugs.
- Vitamins (except those vitamins which by law require a Prescription Order and for which there is no non-prescription alternative).
- Drugs dispensed 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.
- Covered Drugs, devices, or other Pharmacy services or supplies for which benefits are, or could upon proper claim be, provided under the Workers' Compensation law.
- Covered Drugs, devices, or other Pharmacy services or supplies covered in whole or in part by any laws of the United States (including Medicare), a foreign country, state or political subdivision, except for Medicaid.
- Any services provided or items furnished for which the Pharmacy normally does not charge.
- Drugs for which the Pharmacy's usual and customary charge to the general public is less than or equal to the Copayment Amount provided under the Contract.
- Infertility medications and fertility medications; prescription contraceptive devices, non-prescription contraceptive materials (except prescription oral contraceptive medications which are Legend Drugs). However, coverage for prescription contraceptive devices is provided under the medical portion of the Contract.
- Any prescription antiseptic or fluoride mouthwashes, mouth rinses, or topical oral solutions or preparations.
- 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.
- Covered Drugs dispensed in quantities in excess of the amounts stipulated or refills of any prescriptions in excess of the number of refills specified by the Physician or by law, or any drugs or medicines dispensed more than one year following the Prescription Order date.
- Legend Drugs which are not approved by the U.S. Food and Drug Administration (FDA).
- Fluids, solutions, nutrients, or medications (including all additives and chemotherapy) used or intended to be used by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting; drugs given through routes other than subcutaneously in the home setting. This exception does not apply to dietary formulas necessary for the treatment of phenylketonuria (PKU) or other heritable diseases.
- Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss, or dietary control.
- Drugs, the use or intended use of, which would be illegal, unethical, imprudent, abusive, not Medically Necessary, or otherwise improper.
- Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the Identification Card.
- Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction which is not covered under the Program, or for which benefits have been exhausted.
- 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.

- Any smoking cessation products requiring a Prescription Order.
- Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.
- Prescription Orders for which there is an over-the-counter product available with the same active ingredient(s).
- Athletic performance enhancement drugs.
- Drugs to treat sexual dysfunction, including, but not limited to, sildenafil citrate (Viagra), phentolamine (Regitine), alprostadil (Prostin, Edex, Caverject), and apomorphine
- Compounded drugs that do not meet the definition of Compound Drugs as defined in the Contract.
- BCBSTX has an unrestricted formulary for out-of-hospital prescription drugs.

### **VIII. What Happens If I Don't Preauthorize Hospital Admissions, Extended Care or Home Infusion Therapy?**

Preauthorization is required for all Hospital Admissions, *Extended Care Expense* and Home Infusion Therapy. Network Providers will preauthorize services for you when required. If You choose Out-of-Network Providers, You, Your Physician or Professional Other Provider or a family member must call the toll-free telephone number shown on the back of the identification card. If preauthorization is not obtained:

- BCBSTX will review the medical necessity of the treatment prior to final benefit determination
- Benefits may be reduced or denied if it is determined that the treatment is not Medically Necessary.
- You will be responsible for a:
  - \$250 penalty for Hospital Admissions.
  - Penalty in the amount of 50% of the Allowable Amount up to a maximum of \$500 for Skilled Nursing Facility services, Home Health Care and Hospice Care or Home Infusion Therapy.

### **IX. What If My Network Provider's Contract Terminates?**

If your Network Provider terminates his contract with BCBSTX and you are currently being treated for a *special circumstance*, such as a disability, acute condition, or life-threatening illness or is past 24<sup>th</sup> week pregnancy, if reasonably requested by the Provider in question, you may continue to receive benefits from such Provider at the Network Provider benefit level for up to 90 days. *Special circumstance* means a condition that the treating Provider reasonably believes that discontinuing care by the treating Provider could cause harm to the patient. *Special circumstance* is identified by the treating Provider who must request continuation and agree not to balance bill the patient.

### **X. What If I Have a Complaint?**

BCBSTX has established policies and procedures for you to express your dissatisfaction regarding partial or total denial of a claim. You have the opportunity through the complaint, appeal, and grievance processes to request a review of the reimbursement. This process is considered your right. Thus, any retaliatory actions are prohibited by BCBSTX against you or a Provider.

## **XI. How Do I Locate Network Providers?**

A current list of Network Providers and a complete description of the preferred provider network, including names and locations of Physicians and health care Providers, and a disclosure of which Network Providers will not accept new patients is included in the attached Preferred Provider Directory. An updated directory will be provided at least annually.

You may also call the BCBSTX Customer Service Helpline at: **1-888-697-0683 toll free** or You may visit our web site at **www.bcbstx.com** to:

- Identify Your Plan Service Area
- Receive information about Network Providers
- Assist You in identifying a Preferred Provider (but specific Network Providers will not be recommended).

## **XII. Plan Service Area**

Your Plan Service Area is statewide.