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
1-888-697-0683
www.bcbstx.com

EVIDENCE OF COVERAGE

NOTICE TO CONSUMER

This Consumer Choice of Benefits Health Maintenance Organization health care plan, either in whole or in part, does not provide state-mandated health benefits normally required in evidences of coverage in Texas. This standard Health Benefit Plan may provide a more affordable health plan for You, although, at the same time, it may provide You with fewer health plan benefits than those normally included as state mandated health benefits in Texas. Please consult with Your insurance agent to discover which state-mandated health benefits are excluded in this evidence of coverage.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation ("HMO"), agrees to provide You coverage for benefits in accordance with the conditions, rights, and privileges set forth in this Evidence of Coverage. The Evidence of Coverage determines the terms and conditions of coverage. Provisions of this Evidence of Coverage include the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any amendments, or attachments, which may be delivered with the Evidence of Coverage or added later. This Evidence of Coverage is currently certified by the Exchange as a Qualified Health Plan.

Notice of Ten-Day Right To Examine. Within ten days after its delivery to You, this Evidence of Coverage may be surrendered by returning it to HMO at our administrative office, agent, or the entity through whom it was purchased. Upon such surrender, any Premiums paid will be returned. Subscriber is responsible for repaying HMO for any services rendered or claims paid by HMO on behalf of the Subscriber, or any Dependents, during the ten-day examination period.

IN CONSIDERATION of the payment of Premiums in accordance with the provisions hereof, this Evidence of Coverage 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**, coverage is not provided for any services received before coverage starts or after coverage ends.

Certain words have specific meanings in this Evidence of Coverage. Defined terms are capitalized and shown in the appropriate provision or in the **DEFINITIONS** section and in the amendments or attachments to this Evidence of Coverage, if applicable. Hereinafter, we refer to the Health Insurance Marketplace as "Exchange".

This Evidence of Coverage is not a workers' compensation insurance policy. Ask Your employer if they subscribe to the workers' compensation system. This Evidence of Coverage is governed by applicable federal law and the laws of Texas. Any reference to "applicable law" will include applicable laws and rules, including but not limited to statutes, ordinances, and administrative decisions and regulations.

Please read this entire Evidence of Coverage carefully, as it describes Your rights and obligations and those of the HMO. It is Your responsibility to understand these terms and conditions, because in some circumstances, certain medical services are not covered or may require Prior Authorization by HMO. This Evidence of Coverage may be delivered to You electronically, but a paper copy is available upon request.

No services are covered by this Evidence of Coverage if current Premiums have not been paid. If the Evidence of Coverage is terminated for nonpayment of Premium, You are responsible for the cost of services received during the grace period described in **HOW THE PLAN WORKS**.

This Evidence of Coverage 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.

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

Have a complaint or need help?

If You have a problem with a claim or Your Premium, call Your insurance company or HMO first. If You can't work out the issue, the Texas Department of Insurance may be able to help.

Even if You file a complaint with the Texas Department of Insurance, You should also file a complaint or appeal through Your insurance company or HMO. If You don't, You may lose Your right to appeal.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation
To get information or file a complaint with Your insurance company or HMO:

Call: Blue Cross and Blue Shield of Texas
Toll-Free: 1-888-697-0683
Email: BCBSTXComplaints@bcbstx.com
Mail: P. O. Box 660044, Dallas, TX 75266-0044

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP,
Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Blue Cross and Blue Shield of Texas
Teléfono gratuito: 1-888-697-0683
Correo electrónico: BCBSTXComplaints@bcbstx.com
Dirección postal: P. O. Box 660044, Dallas, TX 75266-0044

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

TABLE OF CONTENTS

EVIDENCE OF COVERAGE

IMPORTANT NOTICE

SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS…….ENCLOSURE

DEFINITIONS **1**

WHO GETS BENEFITS **11**

HOW THE PLAN WORKS **14**

COMPLAINT AND APPEAL PROCEDURES **27**

COVERED SERVICES AND BENEFITS **32**

LIMITATIONS AND EXCLUSIONS **49**

PHARMACY BENEFITS **57**

GENERAL PROVISIONS **69**

PEDIATRIC VISION CARE BENEFITS **82**

NOTICE OF RIGHT TO AN ADEQUATE NETWORK **86**

AMENDMENTS

Blue Advantage Plus Gold℠ Standard

Blue Advantage HMO℠ Network

The following Benefit Highlights summarizes the coverage available under the offered HMO Plan. The Evidence of Coverage (EOC) documents You will receive after You enroll will provide more detailed information about this plan. This summary should be reviewed along with the Limitations and Exclusions.

All Covered Services (except in emergencies) must be provided by or through Member's Participating Primary Care Physician/Practitioner, who may refer them for further treatment by Providers in the applicable network of Participating Specialists and Hospitals. Female Members may visit a Participating OB/GYN Physician in their Primary Care Physician's/Practitioner's Provider network for diagnosis and treatment without a Referral from their Primary Care Physician/Practitioner. Urgent Care, Retail Health Clinics and Virtual Visits do not require Primary Care Physician/Practitioner Referral. Some services may require Prior Authorization by HMO.

IMPORTANT NOTE: Copayments/Coinsurance shown below indicate the amount You are required to pay, expressed as either a fixed dollar amount or a percentage of the Allowable Amount and applied for each occurrence, unless otherwise indicated. You will not be liable for any Copayments/Coinsurance once applicable Deductibles and out-of-pocket maximums have been met. Copayments/Coinsurance, Deductibles and out-of-pocket maximums may be adjusted for various reasons as permitted by applicable law.

Out-of-Pocket Maximums Per Calendar Year including Pharmacy Benefits	
Per Individual Member	$0
Per Family	$0
Deductibles Per Calendar Year	
Per Individual Member	$0
Per Family	$0
Professional Services	
Primary Care Physician/Practitioner ("PCP") **Office or Home Visit**	No Copay
Participating Specialist Physician ("Specialist") **Office or Home Visit**	No Copay
Inpatient Hospital Services	
Inpatient Hospital Services, for each admission	No Copay
Outpatient Facility Services	
Outpatient Surgery	No Copay
Outpatient Surgery - Physician	No Copay
Outpatient Infusion Therapy	No Copay

-Radiation Therapy **-Dialysis** **-Urgent Care Facility Services**	No Copay
Outpatient Laboratory and X-Ray Services	
Computerized Tomography (CT Scan), Computerized Tomography Angiography (CTA), Magnetic Resonance Angiography (MRA), Magnetic Resonance Imaging (MRI), Positron Emission Tomography (PET Scan), SPECT/Nuclear Cardiology studies, per procedure	No Copay
Other X-Ray Services	No Copay
Outpatient Lab	No Copay
Rehabilitation Services and Habilitation Services	
Rehabilitation Services, Habilitation Services and Therapies, per visit Limited to 35 visits per Calendar Year, including chiropractic services for Rehabilitation Services. Limited to 35 visits per Calendar Year, including chiropractic services for Habilitation Services. Visit limitations do not apply to Behavioral Health Services. Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any Rehabilitation Services and Habilitation Services visit maximums.	No Copay; unless otherwise covered under **Inpatient Hospital Services**.
Maternity Care and Family Planning Services	
Maternity Care	
Prenatal and Postnatal Visit	No Copay for PCP or No Copay for Specialist
Inpatient Hospital Services, for each admission	No Copay
Family Planning Services	
• Diagnostic counseling, consultations and planning services • Insertion or removal of intrauterine device (IUD), including cost of device • Diaphragm or cervical cap fitting, including cost of device • Insertion or removal of birth control device implanted under the skin, including cost of device • Injectable contraceptive drugs, including cost of drug	No Copay for PCP or No Copay for Specialist; unless otherwise covered under Contraceptive Services and Supplies described in **Health Maintenance and Preventive Services**.

• Vasectomy	No Copay for Inpatient Hospital Services, or Outpatient Surgery charges as described in **Outpatient Facility Services** for Outpatient Surgery
Infertility Services	
• Diagnostic counseling, consultations, planning and treatment services	No Copay for PCP or No Copay for Specialist
Behavioral Health Services	
Outpatient Mental Health Care	No Copay for PCP office or home visit or No Copay for outpatient services, as applicable. Other Covered Services paid same as any other physical illness.
Inpatient Mental Health Care	No Copay
Serious Mental Illness	No Copay for PCP office or home visit or No Copay for outpatient services, as applicable. Other Covered Services paid same as any other physical illness.
Chemical Dependency Services	No Copay for PCP office or home visit or No Copay for outpatient services, as applicable. Other Covered Services paid same as any other physical illness.
Emergency Services	
Emergency Care (including emergency room services for Mental Health Care or Chemical Dependency)	No Copay
Urgent Care	
Urgent Care Services	No Copay Any additional charges as described in **Outpatient Laboratory and X-Ray Services** may also apply.
Retail Health Clinics	
Retail Health Clinics	PCP amount described in **Professional Services**
Virtual Visits	
Virtual Visits	No Copay for PCP or No Copay for Specialist
Ambulance Services	
Ambulance Services	No Copay
Extended Care Services	
Skilled Nursing Facility Services, for each day, up to 25 days per Calendar Year	No Copay
Hospice Care, for each day	No Copay; unless otherwise covered under **Inpatient Hospital Services**.

Home Health Care, per visit, up to 60 visits per Calendar Year	No Copay
Health Maintenance and Preventive Services	
Well child care through age 17	No Copay
Periodic health assessments for Members age 18 and older	No Copay
Immunizations	
• Childhood immunizations required by law for Members through age 6	No Copay
• Immunizations for Members over age 6	No Copay
Bone mass measurement for osteoporosis	No Copay
Well-woman exam, once every twelve months, includes, but not limited to, exam for cervical cancer (Pap smear)	No Copay
Screening mammogram for female Members age 35 and over, and for female Members with other risk factors, once every twelve months	No Copay
• Outpatient facility or imaging centers	No Copay
Contraceptive Services and Supplies	
• Contraceptive education, counseling and certain female FDA approved contraceptive methods, female sterilization procedures and devices	No Copay
Breastfeeding Support, Counseling and Supplies	
• Electric breast pumps are limited to one per Calendar Year	No Copay
Hearing Loss	
• Screening test from birth through 30 days	No Copay
• Follow-up care from birth through 24 months	No Copay
Rectal screening for the detection of colorectal cancer for Members age 45 and older:	
• Annual fecal occult blood test, once every twelve months	No Copay
• Flexible sigmoidoscopy with hemoccult of the stool, limited to 1 every 5 years	No Copay
• Colonoscopy, limited to 1 every 10 years	No Copay
Eye and ear screenings for Members through age 17, once every twelve months	No Copay for PCP or No Copay for Specialist

Eye and ear screening for Members age 18 and older, once every two years Note: Covered children to age 19 do have additional benefits as described in **PEDIATRIC VISION CARE BENEFITS.**	No Copay for PCP or No Copay for Specialist
Early detection test for cardiovascular disease, limited to 1 every 5 years	
• Computer tomography (CT) scanning	No Copay
• Ultrasonography	No Copay
Early detection test for ovarian cancer (CA125 blood test), once every twelve months	No Copay for PCP or No Copay for Specialist Any additional charges as described in **Outpatient Laboratory and X-Ray Services** may also apply.
Exam for prostate cancer, once every twelve months	No Copay for PCP or No Copay for Specialist Any additional charges as described in **Outpatient Laboratory and X-Ray Services** may also apply.
Dental Surgical Procedures	
Dental Surgical Procedures (limited Covered Services)	No Copay for Inpatient Hospital Services, or Outpatient Surgery charges as described in **Outpatient Facility Services** for Outpatient Surgery
Cosmetic, Reconstructive or Plastic Surgery	
Cosmetic, Reconstructive or Plastic Surgery (limited Covered Services)	No Copay for Inpatient Hospital Services, or Outpatient Surgery charges as described in **Outpatient Facility Services** for Outpatient Surgery
Allergy Care	
Testing and Evaluation **Injections** **Serum**	No Copay
Diabetes Care	
Diabetes Self-Management Training, for each visit	No Copay for PCP or No Copay for Specialist
Diabetes Equipment	No Copay
Diabetes Supplies Some Diabetes Supplies are only available utilizing pharmacy benefits, through a Participating Pharmacy. You must pay the applicable **PHARMACY BENEFITS** amount shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences	No Copay
Prosthetic Appliances and Orthotic Devices	
Prosthetic Appliances and Orthotic Devices	No Copay

Cochlear Implants Limit one (1) per impaired ear, with replacements as Medically Necessary or audiologically necessary.	No Copay Any Outpatient Surgery charges described in **Outpatient Facility Services** may also apply
Durable Medical Equipment	
Durable Medical Equipment	No Copay
Hearing Aids	
Hearing Aids Maximum benefit - one per ear, every 36 months	No Copay
Speech and Hearing Services	
Speech and Hearing Services Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any speech and hearing services visit maximums.	Benefits paid same as any other physical illness
Telehealth and Telemedicine Medical Services	
Telehealth and Telemedicine Medical Services	Benefits paid the same as any other office visit

Pharmacy Benefits

		Copayment (Prescription or Refill)
Preferred Participating Pharmacy Retail Pharmacy	Tier 1	No Copay
	Tier 2	No Copay
	Tier 3	No Copay
Participating Pharmacy Retail Pharmacy	Tier 1	No Copay
	Tier 2	No Copay
	Tier 3	No Copay
Mail-Order Program	Tier 1	NoCopay
	Tier 2	No Copay
	Tier 3	No Copay
Specialty Pharmacy Program Coverage for Specialty Drugs are limited to a 30-day supply. However, some Specialty Drugs have FDA approved dosing regimens exceeding the 30-day supply limits and may be allowed greater than a 30 day-supply, if allowed by your plan benefits. Cost share will be based on day supply (1-30 day supply, 31-60 day supply, 61-90 day supply) dispensed.	Tier 4	No Copay
Select Vaccinations obtained through the Pharmacy Vaccine Network	No Copay	

*The Copayment for insulin included in the Drug List will not exceed $25 per prescription for a 30-day supply, regardless of the amount or type of insulin needed to fill the prescription.

Note: For Members with a chronic, complex, rare, or life-threatening medical condition, Covered Drugs that will be administered by a Provider in a Physician's office may be obtained from a non-Participating Pharmacy by the Provider, after the Provider has determined that disease progression, patient harm, or death is probable, or where the Provider has concerns about patient adherence or timely delivery. These services are covered under the medical benefit and the cost-sharing requirements will be the same as if they were obtained from a Participating Pharmacy.

Certain Covered Drugs may be available at no cost through a Participating Pharmacy for the following categories of medication: severe allergic reactions, hypoglycemia, opioid overdoses and nitrates. For further information, call the number on the back of your identification card.

For additional information regarding the applicable Drug List, please call customer service or visit the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

The following refers to drugs as identified on the applicable Drug List.
Tier 1 – includes mostly Generic Drugs and may contain some Brand Name Drugs.
Tier 2 – includes mostly Brand Name Drugs (Preferred) and may contain some Generic Drugs.
Tier 3 – includes mostly Brand Name Drugs (Non-Preferred) and may contain some Generic Drugs.

Tier 4 – includes Specialty Drugs (Preferred) and may contain some Generic Drugs.

DEFINITIONS

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.

Advanced Practice Nurse (APN) means a registered nurse approved by the Texas Board of Nursing to practice as an advanced practice nurse based on completing an advanced educational program acceptable to the Board. The term includes a nurse practitioner, nurse-midwife, nurse anesthetist, and a clinical nurse Specialist. An Advanced Practice Nurse is prepared to practice in an expanded role to provide health care to individuals, families, and/or groups in a variety of settings including but not limited to homes, Hospitals, institutions, offices, industry, schools, community agencies, public and private clinics, and private practice. An Advanced Practice Nurse acts independently and/or in collaboration with other Health Care Professionals in the delivery of health care services.

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.

Approved Clinical Trial means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition. The trial must be:

A. conducted under an Investigational new drug application reviewed by the United States Food and Drug Administration;
B. exempt from obtaining an Investigational new drug application; or
C. approved or funded by:

    1. the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, or a cooperative group or center of any of the foregoing entities;
    2. a cooperative group or center of the United States Department of Defense or the United States Department of Veterans Affairs;
    3. a qualified nongovernmental research entity identified in the guidelines issued by the National Institutes of Health for center support groups; or
    4. the United States Departments of Veterans Affairs, Defense, or Energy if the study or investigation has been reviewed and approved through a system of peer review determined by the United States Secretary of Health and Human Services to:

        a) be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and

        b) provide unbiased scientific review by individuals who have no interest in the outcome of the review.

D. conducted and approved by 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.

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.

Biomarker means a characteristic that is objectively measured and evaluated as an indicator of normal biological processes, pathogenic processes, or pharmacologic responses to the specific therapeutic intervention. Includes gene mutations and protein expression.

DEFINITIONS

Biomarker Testing means the analysis of a patient's tissue, blood, or other biospecimen for the presence of a biomarker. The term includes single-analyte tests, multiplex panel tests and whole genome sequencing.

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).

Coinsurance means the percentage of the Allowable 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**.

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.

Contract Month means the period of each succeeding month beginning on the Evidence of Coverage 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**.

DEFINITIONS

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 activities of daily living (e.g. bathing, eating, dressing, etc.).

Deductible means the dollar amount required to be paid by You or on Your behalf to a Participating Provider before benefits are available in connection with Covered Services provided as described in **COVERED SERVICES AND BENEFITS** and **PHARMACY BENEFITS**.

Dependent(s) means the Subscriber's spouse or child who has been determined eligible to enroll through the Exchange in a Qualified Health Plan (QHP).

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 and who has been determined eligible for coverage by the Exchange.

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 Evidence of Coverage 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.

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.

Exchange (also known as health insurance marketplace) means a governmental agency or non-profit entity that meets the applicable Exchange standards, and other related standards established under applicable law, and makes Qualified Health Plans (QHPs) available to Qualified Individuals and qualified employers (as these terms are defined by applicable law). Unless otherwise identified, the term Exchange refers to the State Exchanges, regional Exchanges, subsidiary Exchanges, a Federally-facilitated Exchange or other Exchange on which Blue Cross and Blue Shield of Texas offers this QHP.

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. Approval by a federal agency will be taken into consideration by HMO in assessing Experimental/Investigational status but will not be determinative. 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 factors such as the guidelines and practices of Medicare, Medicaid, or other government-financed programs and approval by a federal agency 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.

Fertility Preservation Services means the collection and preservation of sperm, unfertilized oocytes, and ovarian tissue; and does not include the storage of such unfertilized genetic materials.

Habilitation Services means health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

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, Advanced Practice Nurses, 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, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

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.

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 Evidence of Coverage) means those Medically Necessary Covered Services that are generally and customarily provided by acute general Hospitals; and prescribed, directed or authorized by the PCP.

In Home Health Assessment means a Covered Service, which may include, but is not limited to, health history and blood pressure and blood sugar level screening. The assessment is designed to provide You with information regarding Your health that can be discussed with Your health care Provider, and is not a substitute for diagnosis, management and treatment by Your health care Provider.

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.

Infusion Suite means a place of treatment that is an alternative to Hospital and clinic-based infusion settings where specialty medications can be infused.

Infusion Therapy involves the administration of medication through a needle or catheter. It is prescribed when a patient's condition is so severe that it cannot be treated effectively by oral medications. Typically, "infusion therapy" means that a drug is administered intravenously, but the term also may refer to situations where drugs are provided through other non-oral routes, such as intramuscular injections and epidural routes (into the membranes surrounding the spinal cord). Infusion therapy in most cases requires Health Care Professional services for the safe and effective administration of the medication.

Life-Threatening Disease or Condition means, for the purposes of a clinical trial, any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Marriage and Family Therapy means the provision of professional therapy services to individuals, families, or married couples, singly or in groups, and involves the professional application of family systems theories and techniques in the delivery of therapy services to those persons. The term includes the evaluation and remediation of cognitive, affective, behavioral, or relational dysfunction within the context of marriage or family systems.

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.
- if more than one health intervention meets the requirements listed above, Medically Necessary means "the most cost effective in terms of type of intervention or setting, frequency, extent, or duration, which is safe and effective for the patient's illness, injury, or disease, and supports improved health".

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 Evidence of Coverage.

HMO does not determine Your course of treatment or whether You receive particular health care services. The decision regarding the course of treatment and receipt of particular health care service is entirely between You and Your Participating Provider. HMO's determination of Medically Necessary care is limited to merely whether a proposed admission, continued hospitalization, outpatient service or other health care service is Medically Necessary under this Evidence of Coverage.

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

Member means a Subscriber or Dependent(s) covered under this HMO Evidence of Coverage. This Evidence of Coverage may refer to a Member as You or Your.

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 infirmary 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.

Minimum Essential Coverage means health insurance coverage that is recognized as coverage that meets substantially all requirements under federal law pertaining to adequate individual, group or government health insurance coverage. For additional information on whether particular coverage is recognized as "Minimum Essential Coverage", please call the customer service telephone number shown on the back of Your identification card or visit www.cms.gov.

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.

Open Enrollment Period means the period each year during which a Qualified Individual may enroll or change coverage in a Qualified Health Plan (QHP) through the Exchange.

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

Participating means 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.

Physician Assistant (PA) means a Physician assistant licensed under Texas Occupations Code Chapter 204.

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.

Post-Service Medical Necessity Review means a review, sometimes referred to as a retrospective medical necessity review, is the process of determining coverage after treatment has already occurred and is based on medical necessity guidelines.

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

Premium Tax Credit means a refundable premium tax credit an eligible individual may receive for taxable years ending after December 31, 2013, to the extent provided under applicable law, where the credit is meant to offset all or a portion of the Premium paid by the individual for coverage obtained through an Exchange during the preceding Calendar Year.

Primary Care Physician/Practitioner or PCP means the Participating Physician, Physician Assistant or Advanced Practice Nurse 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. The PA or APN must work under the supervision of a Participating family practitioner, internist, pediatrician and/or Obstetrician/Gynecologist in the same HMO network.

Prior Authorization means a determination by HMO that health care services proposed to be provided to a patient are Medically Necessary and appropriate. Prior Authorization processes will be conducted in accordance with Texas Insurance Code, chapter 843, or in accordance with the laws in the state of Texas.

Professional Services means those Medically Necessary Covered Services rendered by Physicians and other Health Care Professionals in accordance with this Evidence of Coverage. 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.

Qualified Health Plan (QHP) means a health care benefit program that has in effect a certification that it meets the applicable government standards, issued or recognized by each Exchange through which such program is offered.

Qualified Health Plan Issuer or **QHP Issuer** means a health plan issuer that offers a QHP in accordance with a certification from an Exchange.

Qualified Individual(s) means, an individual who has been determined eligible to enroll through the Exchange in a Qualified Health Plan (QHP).

Recommended Clinical Review means an optional voluntary review of a Provider's recommended medical procedure, treatment or test, that does not require Prior Authorization, to make sure it meets approved Blue Cross and Blue Shield medical policy guidelines and medical necessity requirements.

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 Covered Services.

Rehabilitation Services means health care services, including devices, provided to help a person regain, maintain, or prevent deterioration of a skill or function that has been acquired but then lost or impaired due to illness, injury, or disabling condition.

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, wilderness programs, 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 onsite 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.

Retail Health Clinic means a Participating Provider that has entered into a contractual agreement with HMO to provide treatment of uncomplicated minor illnesses. Retail Health Clinics are typically located in retail stores and are typically staffed by Advanced Practice Nurses or Physician Assistants.

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 cost of an Investigational new drug or device that is not approved for any indication by the United States Food and Drug Administration, including a drug or device that is the subject of the clinical trial;

- the cost of a service that is not a health care service, regardless of whether the service is required in connection with participation in a clinical trial;
- the cost of a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- a cost associated with managing a clinical trial; or
- the cost of a health care service that is specifically excluded from coverage under the HMO.

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 applicable Service Area includes the area shown and described in **SERVICE AREA**.

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 Evidence of Coverage, and whose enrollment application and Premium payment have been received by HMO.

Teledentistry Dental Services means a health care service delivered by a Dentist or a health professional acting under the delegation and supervision of a Dentist, acting within the scope of the Dentist's or health professional's license or certification to a patient at a different physical location than the Dentist or health professional using telecommunications or information technology.

Telehealth Services means a health service, other than a Telemedicine Medical Service or a Teledentistry Dental Service, delivered by a health professional licensed, certified, or otherwise entitled to practice in Texas and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology.

Telemedicine Medical Services means a health care service delivered by a Physician licensed in Texas, or a health professional acting under the delegation and supervision of a Physician licensed in Texas, and acting within the scope of the Physician's or health professional's license to a patient at a different physical location than the Physician or health professional using telecommunications or information technology.

Tobacco User means a person who is permitted under state and federal law to legally use tobacco, with tobacco use (other than religious or ceremonial use of tobacco), occurring on average four or more times per week that last occurred within the past six months (or such other meaning required or permitted by applicable law). Tobacco includes, but is not limited to, cigarettes, cigars, pipe tobacco, smokeless tobacco, snuff, etc. For additional information, please call customer service at the toll-free number on the back of Your identification card or visit the website at www.bcbstx.com.

Urgent Care means medical or health care services provided in a situation other than an emergency that are typically provided in a setting such as an Urgent Care Provider's office or Participating Urgent Care facility, as a

result of an acute injury or illness that is severe or painful enough to lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that the person's condition, illness, or injury is of such a nature that failure to obtain treatment within a reasonable period of time would result in serious deterioration of the condition of the person's health.

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

Virtual Network Provider means a licensed Participating Provider that has entered into a contractual agreement with HMO to provide diagnosis and treatment of injuries and illnesses through either (i) interactive audio communication (via telephone or other similar technology), or (ii) interactive audio/video examination and communication (via online portal, mobile application or similar technology).

Virtual Visits means services provided for the treatment of non-emergency medical and behavioral health conditions as described in **COVERED SERVICES AND BENEFITS.**

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

WHO GETS BENEFITS

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 Evidence of Coverage is provided regardless of Your race, color, national origin, disability, age, sex, gender identity, sexual orientation, political affiliation or expression. Coverage under this Evidence of Coverage does not require documentation certifying COVID-19 vaccination or require documentation of post-transmission recovery as a condition for obtaining coverage or receiving benefits under this Evidence of Coverage. Variations in the administration, processes or benefits of this Evidence of Coverage 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.

Eligibility for this coverage will be determined by the Exchange in accordance with applicable law. For questions regarding eligibility, refer to healthcare.gov.

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

1. reside, live or work in the Service Area; and
2. have been determined eligible to enroll through the Exchange.

Dependent Eligibility. To be eligible to enroll as a Dependent, a person must meet all eligibility requirements as determined by the Exchange and:

1. reside in the Service Area or permanently reside with a Subscriber who works in the Service Area, except as provided in **item 5**, below; and
2. be Subscriber's spouse 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 before coverage will be extended; or
3. be a Dependent child, which hereafter means a natural child, eligible foster child, a stepchild, 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 (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, enrolled in or eligibility for other coverage 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 is a court-appointed legal guardian, provided proof of such guardianship is submitted with the prospective Dependent's enrollment application; or
4. be a child of any age, as defined in **item 3** 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, 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
5. have a court order for coverage to be provided for a spouse or minor child under Subscriber's Health Benefit Plan and application shall be made within sixty (60) days after issuance of the court order.

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 and the Exchange of any changes that will affect Your eligibility, or that of Your Dependents, for services or benefits under this Evidence of Coverage within sixty (60) days of the change.

Enrollment

Annual Open Enrollment Periods/Effective Date of Coverage. Annual Open Enrollment Periods have been designated during which You may apply for or change coverage for Yourself and/or Your eligible Dependents. When You enroll during the annual Open Enrollment Period Your and/or Your eligible Dependents' effective date will be the following January 1, unless otherwise designated by the Exchange and HMO, as appropriate.

Coverage under this Evidence of Coverage is contingent upon timely receipt by HMO of necessary information and initial Premium.

This section **Annual Open Enrollment Periods/Effective Date of Coverage** is subject to change by the Exchange, HMO and/or applicable law, as appropriate.

Newborn Children Coverage. Coverage will be automatic for Subscriber or Subscriber's spouse'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 verbally notify HMO or submit an enrollment application within thirty-one (31) days and make or agree to make any additional Premium payments in accordance with this Evidence of Coverage.]**NOTE**: Application must be made to the Exchange within 30 days and You make or agree to make any additional Premium payments in accordance with this Evidence of Coverage. The Effective Date of Coverage for newborn children shall be the newborn's date of birth.

Late Enrollees

Special Enrollment Periods/Effective Dates of Coverage

Special enrollment periods have been designated during which You may apply for or change coverage in a QHP through the Exchange for Yourself and/or Your eligible Dependents. You must apply for or request a change in coverage within 60 days from the date of a special enrollment event in order to qualify for the changes described in this **SPECIAL ENROLLMENT PERIODS/EFFECTIVE DATES OF COVERAGE** section.

Except as otherwise provided by HMO, if Your application is received on or before the day of the qualifying event, the effective date is the first day of the month following the qualifying life event. Unless otherwise designated by HMO, if the application is received after the qualifying event, the effective date is the first of the month following the date of receipt of the application.

Special Enrollment Events:

You may reference an up to date listing of on-Exchange special enrollment qualifying life events via www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/

Coverage resulting from any of the special enrollment events outlined above is contingent upon timely completion of the application and remittance of the appropriate Premiums in accordance with the guidelines as established by the Exchange and HMO, as appropriate.

Removing a Dependent From Coverage

To remove a Dependent from coverage, the Subscriber must submit a request to HMO and the Exchange, as appropriate. You may re-enroll these terminated individuals under the Evidence of Coverage only during the Open Enrollment Period or special enrollment period. If an individual is being removed from coverage because of losing his/her eligibility under the Evidence of Coverage, the individual is eligible to enroll under the Evidence of Coverage only during the Open Enrollment Period or special enrollment period, as applicable, by submitting application(s) to the Exchange and HMO, as applicable.

Child-Only Coverage

Eligible children that have not attained age 21 may enroll as the Subscriber under this Evidence of Coverage (health care plan). In such event, this Evidence of Coverage is considered child-only coverage and the following restrictions apply:

- The parent or legal guardian is not covered and is not eligible for benefits under this health care plan.
- If a child is under the age of 18, his/her parent, legal guardian, or other responsible party must submit the application for child-only insurance form, along with any exhibits, appendices, addenda and/or other required information to HMO and the Exchange, as appropriate. For any child under 18 covered under this Evidence of Coverage, any obligations set forth in this Evidence of Coverage, any exhibits, appendices, addenda and/or other required information will be the obligations of the parent, legal guardian, or other responsible party applying for coverage on the child's behalf. Application for a child-only coverage will not be accepted for an adult child that has attained age 21 as of the beginning of the plan year. Adult children (at least 18 years of age but no older than 20 years of age) who are applying for coverage as a Subscriber under this Evidence of Coverage must sign or authorize the application(s).

HOW THE PLAN WORKS

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**.

Only services that are performed, prescribed, directed or authorized in advance by the PCP or HMO are covered benefits under this Evidence of Coverage except Emergency Care, Participating Urgent Care, Virtual Visits or Retail Health Clinic visits.

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.

Utilization Management

Utilization Management may be referred to as medical necessity reviews, utilization review (UR), or medical management reviews. A medical necessity review for a procedure/service, inpatient admission, and length of stay is based on HMO Medical Policy and/or level of care review criteria. Medical necessity reviews may occur prior to services rendered, during the course of care, or after care has been completed for a Post-Service Medical Necessity Review. Some services may require a Prior Authorization before the start of services, while other services will be subject to a concurrent or Post-Service Medical Necessity Review. If requested, services normally subject to a Post-Service Medical Necessity Review may be reviewed for medical necessity prior to the service through a Recommended Clinical Review as defined below.

Refer to the definition of Medically Necessary under the **DEFINITIONS** section of this Certificate for additional information regarding any limitations and/or special conditions pertaining to Your benefits.

Prior Authorization

Prior Authorization establishes in advance the medical necessity or Experimental/Investigational nature of certain care and services covered under this Plan. It ensures that the care and services described below for which You have obtained Prior Authorization will not be denied on the basis of medical necessity or Experimental/Investigational.

Some Covered Services may also require Prior Authorization which requires the Provider to get approval from HMO before You are admitted to the Hospital or for certain types of Covered Services. Prior Authorization processes will be conducted in accordance with Texas Insurance Code, chapter 843 or in accordance with the laws in the state of Texas. Renewal of an existing Prior Authorization issued by HMO can be requested by a Physician or Health Care Provider up to 60 days prior to the expiration of the existing Prior Authorization.

On receipt of a request from a Participating Physician or Provider for Prior Authorization, HMO shall review and issue a determination:

- not later than the third calendar day after the date the request is received by the HMO for non-hospitalization care;
- within 24 hours of receipt of the request for inpatient and concurrent hospitalization care;
- within the time appropriate to the circumstances relating to the delivery of the services and the condition of the Member but not to exceed one hour from receipt of the request if the proposed services involve post-stabilization treatment or a Life-Threatening Condition.

Some Texas-licensed Providers may qualify for an exemption from Prior Authorization requirements for a particular health care service if the Provider met criteria set forth by applicable law for the particular health care service. If so, where an exemption applies for a particular service, Prior Authorization is not required and will not be denied

based on medical necessity or medical appropriateness of care. Other Providers providing Your care may not be exempt from such requirements. Exemptions do not apply for services that are materially misrepresented or where the Provider failed to substantially perform the particular service.

For additional information and a current list of medical and health care services that require Prior Authorization, please visit the website at www.bcbstx.com/find-care/where-you-go-matters/utilization-management.com.

Extension of Length of Stay/Service Review (Concurrent Review)

Length of stay/service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions under this Plan.

An extension of a previously approved length of stay/service review will be based solely on whether continued Inpatient care or other health care services are Medically Necessary. If the extension is determined not to be Medically Necessary, the coverage for the length of stay/service will not be extended, except as otherwise described in the **COMPLAINT AND APPEAL PROCEDURES** section.

An extension of length of stay/service review, also known as a concurrent medical necessity review, is when You, Your Provider, or other authorized representative may submit a request to HMO for continued services. If You, Your Provider or authorized representative requests to extend care beyond the approved time limit, HMO will make a determination on the request within the timeframes described in the Review of Claim Determinations provision of this Evidence of Coverage.

Recommended Clinical Review Option

There are services that do not require Prior Authorization that may be subject to a Post-Service Medical Necessity Review before the claim is paid. There is an option for Your Provider to request a Recommended Clinical Review to determine if the service meets approved HMO medical policy and/or level of care review criteria before services are provided to You. Once a decision has been made on the services reviewed as part of the Recommended Clinical Review process, the same services will not be reviewed for medical necessity after they have been performed.

To determine if a Recommended Clinical Review is available for a specific service, visit our website at www.bcbstx.com/find-care/where-you-go-matters/utilization-management.com for the Recommended Clinical Review list, which is updated when new services are added or when services are removed. You can also call BCBSTX Customer Service at the number on the back of Your identification card. You or Your Provider may request a Recommended Clinical Review. This website also includes information on which services *require* Prior Authorization before services are performed.

Recommended Clinical Review is a determination of the medical necessity of a proposed service, but it is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Benefit Booklet. Please coordinate with Your Provider to submit a written request for Recommended Clinical Review.

In the event a Recommended Clinical Review determines the proposed services are not Medically Necessary, You have the right to file an appeal as described in the COMPLAINT AND APPEAL PROCEDURES section. All appeal and review requirements related to medical necessity determinations, including independent review, apply to services where Your Provider requests a Recommended Clinical Review.

Contacting Behavioral Health

You, Your Physician or Provider of services or Your authorized representative may contact BCBSTX for a Prior Authorization or Recommended Clinical Review by calling the toll-free number shown on the back of Your identification card and following the prompts to the Behavioral Health Unit. During regular business hours (8:00 a.m. and 6:00 p.m., Central Time, on business days), the caller will be routed to the appropriate behavioral health clinical team for review. Outpatient requests should be requested during regular business hours. After 6:00 p.m., on weekends, and on holidays, the same behavioral health line is answered by clinicians available for Inpatient acute reviews only. Requests for residential or partial hospitalization are reviewed during regular business hours.

General Provisions Applicable to All Recommended Clinical Reviews

1. **No Guarantee of Payment**

   A Recommended Clinical Review is a determination of the medical necessity of a proposed service, but it is not a guarantee of benefits or payment of benefits by BCBSTX. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Plan. Even if the service has been approved on Recommended Clinical Review, coverage or payment can be affected for reasons other than medical necessity. For example, You may have become ineligible as of the date of service or the Member's benefits may have changed as of the date of service.

2. **Request for Additional Information**

   The Recommended Clinical Review process may require additional documentation from Your Provider or pharmacist. In addition to the written request for Recommended Clinical Review, the Provider or pharmacist may be required to include pertinent documentation explaining the proposed services, the functional aspects of the treatment, the projected outcome, treatment plan and any other supporting documentation, study models, prescription, itemized repair and replacement cost statements, photographs, x-rays, etc., as may be requested by BCBSTX to make a determination of coverage pursuant to the terms and conditions of this Plan.

Post-Service Medical Necessity Review

A Post-Service Medical Necessity Review or Post-Service Claims request, also known as a retrospective medical necessity review, is the process of determining coverage after treatment has been provided and is based on medical necessity guidelines. A Post-Service Medical Necessity Review confirms Your eligibility, availability of benefits at the time of service, and reviews necessary clinical documentation to ensure service was Medically Necessary. A Post-Service Medical Necessity Review may be performed when a Prior Authorization or Recommended Clinical Review was not obtained prior to services being rendered under certain circumstances.

General Provisions Applicable to All Post-Service Medical Necessity Reviews

1. **No Guarantee of Payment**

   A Post-Service Medical Necessity Review is not a guarantee of payment. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of HMO. Post-Service Medical Necessity Review does not guarantee payment of benefits by HMO, for instance You may become ineligible as of the date of service or Your benefits may have changed as of the date of service.

2. **Request for Additional Information**

   The Post-Service Medical Necessity Review process may require additional documentation from Your health care Provider or pharmacist. In addition to the written request for Post-Service Medical Necessity Review, the health care Provider or pharmacist may be required to include pertinent documentation explaining the services rendered, the functional aspects of the treatment, the projected outcome, treatment plan and any other supporting documentation, study models, prescription, itemized repair and replacement cost statements, photographs, x-rays, etc., as may be requested by the plan to make a determination of coverage pursuant to the terms and conditions of HMO.

Coverage Determinations

Certain services are covered pursuant to HMO medical policies and clinical procedure and coding policies, which are updated throughout the Calendar Year. The medical policies are guides considered by HMO when making coverage determinations and lay out the procedure and criteria to determine whether a procedure, treatment, facility, equipment, drug or device is Medically Necessary and is eligible as a Covered Service or is Experimental/Investigational, cosmetic, or a convenience item. The clinical procedure and coding policies provide information about what services are reimbursable under the Evidence of Coverage. The most up-to-date medical

and clinical procedure and coding policies are available at www.bcbstx.com or call customer service at the toll-free number on the back of Your identification card.

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. 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. You may also request a written copy of the Participating Provider directory, which is updated quarterly, by calling customer service. Each directory identifies those Providers who are accepting existing patients only. 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.

In addition to a PCP, female Members may also select a Participating Obstetrician/Gynecologist (OB/GYN Care) for gynecological and obstetric conditions, including annual well-woman exams and maternity care, without first obtaining a Referral from a PCP or calling HMO.

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. Except for Emergency Care/medical emergencies or certain direct-access Specialist benefits described in this Evidence of Coverage, 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 (for reasons other than failure to meet applicable quality standards, including medical incompetence or professional behavior, or for fraud), HMO will continue coverage for that Provider's Covered Services if all the following conditions are met:

- You are undergoing a course of treatment for a serious and complex condition, You are undergoing institutional or inpatient care, You are scheduled to undergo nonelective surgery from the Provider (including receipt of postoperative care from such Provider with respect to such surgery), You are pregnant or undergoing a course of treatment for the pregnancy, or You are determined to be terminally ill. A serious and complex condition is one that (1) for an acute illness, is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm care (for example, You are currently receiving chemotherapy, radiation therapy, or post-operative visits for a serious acute disease or condition),

and (2) for a chronic illness or condition, is (i) life-threatening, degenerative, disabling or potentially disabling, or congenital, and (ii) requires specialized medical care over a prolonged period of time.

- the Provider submits a request to HMO to continue coverage of Your care that identifies the condition for which You are being treated and, where required, 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 continue until the treatment is complete but 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 thirteenth (13^{th}) 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.

You have the right to appeal any decision made for a request for benefits under this subsection as explained in the **COMPLAINT AND APPEAL PROCEDURES** section of this Evidence of Coverage.

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.

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, including emergency room services for Mental Health Care or Chemical Dependency, 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 Inpatient Hospital Services and post stabilization care are required after receiving Emergency Care at a non-Participating Hospital, we request that You notify HMO within forty-eight (48) hours of receiving Emergency Care, or as soon as possible without being medically harmful or injurious to You.

You will not be required to change Your PCP or Participating Specialist Providers to receive Covered Services that are not available from Participating Providers 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) Coinsurance and any Deductibles. You are responsible only for the Copayments/Coinsurance and any Deductibles for such Covered Services; and
- 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.

In some instances where You do not have the ability to choose a network Provider, such as when You receive services from a non-Participating Facility-Based Provider in a Network Facility, or when Your receive services from a non-Participating laboratory or diagnostic imaging facility in connection with care provided by Your Participating Provider. In these instances, Your services may be covered and You would not be responsible for any amounts beyond the Copayment/Coinsurance or any Deductibles. If You receive a bill from an out-of-network Provider in such circumstances please contact HMO.

If You elect to use out-of-network Providers for non-Emergency Care services and supplies available from Participating Providers, benefits will not be covered.

Federal Balance Billing and Other Protections

This section is based upon the No Surprises Act, a federal law enacted in 2020 and effective for Plan Years beginning on or after January 1, 2022. Unless otherwise required by federal or Texas law, if there is a conflict between the terms of this **Federal Balance Billing and Other Protections** section and the terms in the rest of this Certificate, the terms of this section will apply.

1. **Protections from Unexpected Costs for Medical Services from Non-Participating Providers**

   Your Plan contains provisions related to protection from surprise balance billing under Texas law. The federal laws provide additional financial protections for You when You receive some types of care from Providers who do not participate in Your network. If You receive the types of care listed below, Your in-network cost-sharing levels will apply to any in-network Deductible and out-of-pocket maximums. Additionally, for services below that are governed by federal law (instead of state law), Your cost-share amount may be calculated on an amount that generally represents the median payment rate that BCBSTX has negotiated with Participating Providers for similar services in the area.

   - Emergency Care from facilities or Providers who do not participate in Your network; and
   - Care furnished by non-Participating Providers during Your visit to a Participating facility; and
   - Air ambulance services from non-Participating Providers if the services would be covered with a Participating Provider.

   Non-Participating Providers may not bill You for more than Your Deductible, Coinsurance or Copayment for these types of services. There are limited instances when a non-Participating Provider of the care listed above may send You a bill for up to the amount of that Provider's billed charges. You are only responsible for payment of the non-Participating Provider's billed charges if, in advance of receiving services, You signed a written notice form that complies with applicable state and/or federal law.

   The requirements of federal law that impact Your costs for care from non-Participating Providers may not apply in all cases. Sometimes, Texas law provisions relating to balance billing prohibitions may apply. **You may contact BCBSTX at the number on the back of Your identification card with questions about claims or bills You have received from Providers.**

2. **Primary Care Physician/Practitioner Selection**

   The Plan generally requires the designation of a Primary Care Physician/Practitioner (PCP). You have the right to designate any PCP who participates in our network and who is available to accept You or Your family members. Until You make this designation, Blue Cross and Blue Shield of Texas (BCBSTX) designates one for You. For information on how to select a PCP and for a list of the Participating PCPs, contact BCBSTX at www.bcbstx.com or customer service at the toll-free number on the back of Your identification card.

For Dependent children, You may designate any Participating Provider who specializes in pediatric care as their Primary Care Physician/Practitioner (PCP).

3. **Obstetrics or Gynecological Care**

You are not required to obtain a Referral or authorization from Your Primary Care Physician/Practitioner (PCP) before obtaining Covered Services from any Participating Provider specializing in obstetrics or gynecology. However, before obtaining covered obstetrical or gynecological care, the Provider must comply with certain policies and procedures required by Your Plan, including Prior Authorization and Referral policies. For a list of Participating Providers who specialize in obstetrics or gynecology, visit www.bcbstx.com or contact customer service at the toll-free number on the back of Your identification card.

To the extent state and federal regulations are adopted or additional guidance is issued by federal regulatory agencies that alter the terms of this **s**ection, the regulations and any additional guidance will control over conflicting language in this section.

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.

Your Responsibilities

- You shall complete and submit an application or other forms or statements that may be reasonably requested. You agree that all information contained in the applications, forms and statements submitted to HMO and the Exchange due to enrollment under this Evidence of Coverage 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 and the exchange are acting in reliance upon all information You provided at time of enrollment and afterwards and represents that information so provided is true and accurate.
- By electing coverage pursuant to this Evidence of Coverage, 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, You shall remit payment on behalf of each Subscriber and Dependents the amount specified by HMO.

A Tobacco User may be subject to a Premium increase of up to 1.5 times the rate applicable to those who are not Tobacco Users, to the extent permitted by applicable law.

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 for You and/or Your Dependents or there is a bank draft failure, then You will be terminated at the end of the grace period. 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 You.

A grace period of 31 days, or such other grace period, if any, permitted by applicable law or regulatory guidance, will be granted for the payment of each Premium falling due after the first Premium, during which grace period, the Evidence of Coverage shall continue in force. After a grace period of 31 days, coverage under this Evidence of Coverage will automatically terminate on the last day of the coverage period for which Premiums have been paid unless coverage is extended as described in the next paragraph.

In the event You are receiving a Premium Tax Credit under the Affordable Care Act, You have a three-month grace period, or such other time period as required or permitted by applicable law, regulation or guidance, for paying Premiums. If full Premium is not paid within one month of the Premium due date, Claim payments for Covered Services received during the second and third calendar months of the grace period under this Evidence of Coverage will be pended until full Premium payment is made. If full payment of the Premium is not made within the three months grace period, then coverage under this Plan will automatically terminate on the last day of the first month of the three-month grace period. HMO will not process any claims for services after the date of termination.

During the grace period in the event You are receiving a Premium Tax Credit, HMO will:

- pay all appropriate claims for services rendered during the first month of the grace period and may pend claims for services rendered in the second and third months of the grace period;
- notify the Department of Health and Human Services of such non-payment; and
- notify Providers of the possibility of denied claims during the second and third months of Your grace period.

HMO reserves the right to change the schedule of Premium payments on each anniversary date of this Evidence of Coverage upon 60 days written notice.

Third Party Payments

HMO follows the Premium payment process established by the Affordable Care Act in accordance with all Federal requirements. HMO only accepts cost-sharing and Premium payments from:

A. the Member;

B. the Member's family;

C. HMO accepts Premium payments from the following third party entities on behalf of enrollees:

1. A Ryan White HIV/AIDS Program under title XXVI of the Public Health Service Act;
2. An Indian tribe, tribal organization or urban Indian organization; and
3. A local, State, or Federal government program, including a grantee directed by a government program to make payments on its behalf.

D. HMO may accept Premium payments on behalf of enrollees from private, not-for-profit foundations, if the payments are:

1. for the entire coverage period of the enrollee's policy;
2. based solely on the financial status of the enrollees;
3. regardless of the coverage the enrollee chooses; and
4. regardless of the enrollee's health status.

E. HMO may accept Premium payments on behalf of enrollees from a Trust, Power of Attorney or Legal Guardian.

F. HMO will not construe payments from an employer as impermissible third party payments, provided such payments do not create an Employee Retirement Income Security Act (ERISA) group health plan and either:

1. the employer facilitates Premium payment collection through payroll deduction or a similar method for the employee, and the employer is not paying any part of the Premium either directly or through reimbursement; or
2. the employee is participating in an Individual Coverage Health Reimbursement Arrangement (ICHRA) or a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) offered by their employer in place of group health insurance.

G. HMO will accept payments on behalf of an enrollee directly from an employer engaged in an ICHRA or QSEHRA, or a third party payment coordination service, when such payments are made using allowable payment methods.

HMO does not accept Premium and cost-sharing payments from any other third party. Unauthorized Premium and cost-sharing payments will not be credited to the Member's account and will be refunded to the unauthorized payer. If HMO fails to receive payment in full from an authorized source by the end of any Premium grace period, HMO will retroactively terminate or cancel this coverage in accordance with the Termination provision of this Evidence of Coverage.

When You renew HMO coverage or reenroll by selecting a new product, You will need to be current on Your Premium payments. Any past due Premium payments for coverage HMO provided will be due at the beginning of the new plan year in addition to current Premium charges. New coverage will not be effective until all such payments are made.

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 Evidence of Coverage, including its breach or termination.

Identification Card

Cards issued to Members under this Evidence of Coverage are for identification only. The identification card confers no right to services or other benefits under this Evidence of Coverage. 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 Evidence of Coverage have actually been paid.

The card offers a convenient way of providing important information specific to Your coverage including, but not limited to, the following:

- **Your Member identification number.** This unique identification number is preceded by a three-character alpha prefix that identifies Blue Cross and Blue Shield of Texas as Your insurer;

- any Copayment Amounts that may apply to Your coverage;
- important telephone numbers.

Always remember to carry Your identification card with You and present it to Your Providers or Pharmacies when receiving health care services or supplies.

Please remember that any time a change in Your family takes place it may be necessary for a new identification card to be issued to You and/or each covered Dependent (refer to the **WHO GETS BENEFITS** section for instructions when changes are made). Upon receipt of the change in information, HMO will provide a new identification card.

Unauthorized, Fraudulent, Improper, or Abusive Use of Identification Cards

1. The unauthorized, fraudulent, improper, or abusive use of identification cards issued to You and Your covered Dependents will include, but not be limited to, the following actions, when intentional:
    a. use of the identification card prior to Your Effective Date of Coverage;
    b. use of the identification card after Your date of termination of coverage under the Evidence of Coverage;
    c. obtaining prescription drugs or other benefits for persons not covered under the Evidence of Coverage;
    d. obtaining prescription drugs or other benefits that are not covered under the Evidence of Coverage;
    e. obtaining Covered Drugs for resale or for use by any person other than the person for whom the Prescription Order is written, even though the person is otherwise covered under the Evidence of Coverage;
    f. obtaining Covered Drugs without a Prescription Order or through the use of a forged or altered Prescription Order;
    g. obtaining quantities of prescription drugs in excess of Medically Necessary or prudent standards of use or in circumvention of the quantity limitations of the Evidence of Coverage;
    h. obtaining prescription drugs using Prescription Orders for the same drugs from multiple Providers;
    i. obtaining prescription drugs from multiple Pharmacies through use of the same Prescription Order.
2. The fraudulent or intentionally unauthorized, abusive, or other improper use of identification cards by any Member can result in, but is not limited to, the following sanctions being applied to all Members covered under Your coverage:
    a. denial of benefits;
    b. cancellation of coverage under the Evidence of Coverage for all Members under Your coverage;
    c. recoupment from You or any of Your covered Dependents of any benefit payments made;
    d. pre-approval of drug purchases and medical services for all Members receiving benefits under Your coverage;
    e. notice to proper authorities of potential violations of law or professional ethics.

Member Claims Refund

You are not expected to make payments, other than required Copayments/Coinsurance and any applicable Deductibles, 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 or call customer service at the toll-free number on the back of Your identification card to obtain a 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**.

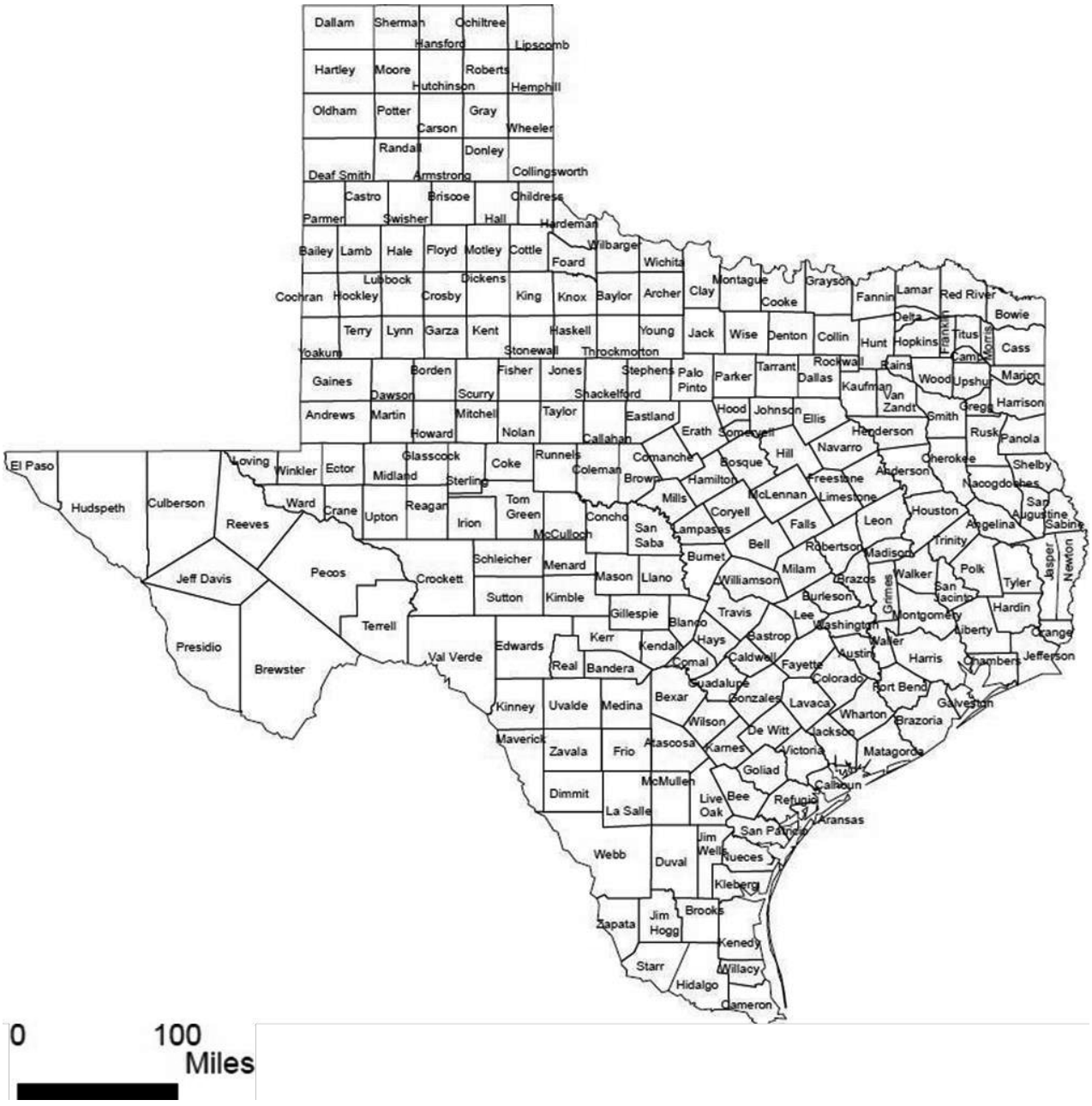
Service Area

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

SERVICE AREA

Service Area

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



SERVICE AREA

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

COMPLAINT AND APPEAL PROCEDURES

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 identification 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, including an Out-of-Network denial because services rendered do not meet the definition of Emergency Care as shown in the **DEFINITIONS** section;
- 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**.

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, including termination or refusal to renew this Evidence of Coverage, because You have 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 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). Additionally, in the case of a denied Complaint appeal due to services not meeting the definition of Emergency Care as shown in the **DEFINITIONS** section, the written decision will also include notice of Your right to have an Independent Review Organization (IRO) review the denial and the procedures to obtain a review as shown below in **How to Appeal to an Independent Review Organization (IRO)**.

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.

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, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030.

You may file a TDI Complaint:

- by mailing to the address listed above; or
- online at 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. To request a TDI Complaint form call (800) 599-SHOP, or in Austin call (800) 252-3439.

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 Request a Drug List Exception

Please refer to the **PHARMACY BENEFITS** section for information on Drug List Exception Requests.

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 are Experimental/Investigational. Adverse Determination does not mean a denial of health care services due to the failure to request prospective or concurrent utilization review.

HMO or a utilization review agent must notify You of an Adverse Determination:

- within one (1) working day if You are hospitalized at the time of the Adverse Determination;
- within three (3) working days if You are not hospitalized at the time of the Adverse Determination;
- within the time appropriate to the circumstance, but in no case to exceed one hour after the time of the request if You require post-stabilization care after an Emergency.

In life-threatening or Urgent Care circumstances, if HMO has discontinued coverage of prescription drugs or intravenous infusions for which You were receiving health benefits under this Evidence of Coverage, 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 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.

NOTE: If HMO is seeking to discontinue coverage of prescription drugs or intravenous infusions for which You are receiving health benefits under this Evidence of Coverage, You will be notified no later than the 30th day before the date on which coverage will be discontinued.

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

Appeals relating to ongoing emergencies, denials of continued Hospital stays, or the discontinuance by HMO of prescription drugs or intravenous infusions for which You were receiving health benefits under this Evidence of Coverage 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 and Complaint appeals concerning denials because services do not meet the definition of Emergency Care as shown in the **DEFINITIONS** section. In life-threatening or Urgent Care circumstances, if HMO has discontinued coverage of prescription drugs or intravenous infusions for which You were receiving health benefits under this Evidence of Coverage, 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. A request for review by an IRO must be submitted within four (4) months after Your receipt of the Adverse Determination:

- in life-threatening, Urgent Care situations, or if HMO has discontinued coverage of prescription drugs or intravenous infusions for which You were receiving health benefits under this Evidence of Coverage, 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 judgements, 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.

COVERED SERVICES AND BENEFITS

This section lists the Covered Services under Your Certificate.

Please note that services must be determined to be Medically Necessary by the Plan in order to be covered under this Certificate.

Coverage of items and services provided to You is subject to BCBSTX policies and guidelines, including, but not limited to, medical, medical management, utilization or clinical review, utilization management, and clinical payment and coding policies, which are updated throughout the plan year. These policies are resources utilized by BCBSTX when making coverage determinations and lay out the procedure and/or criteria to determine whether a procedure, treatment, facility, equipment, drug or device is Medically Necessary and is eligible as a Covered Service or is Experimental/Investigational, cosmetic, or a convenience item.

The clinical payment and coding policies are intended to ensure accurate documentation for services performed and require all Providers to submit claims for services rendered using valid code combinations from Health Insurance Portability and Accountability Act ("HIPAA") approved code sets. Under the clinical payment and coding policies, claims are required to be coded correctly according to industry standard coding guidelines including, but not limited to:

- Uniform Billing ("UB") Editor;
- American Medical Association ("AMA");
- Current Procedural Terminology ("CPT®");
- CPT® Assistant;
- Healthcare Common Procedure Coding System ("HCPCS");
- ICD-10 CM and PCS;
- National Drug Codes ("NDC");
- Diagnosis Related Group ("DRG") guidelines;
- Centers for Medicare and Medicaid Services ("CMS");
- National Correct Coding Initiative ("NCCI");
- Policy Manual;
- CCI table edits; and
- other CMS guidelines.

Coverage for Covered Services is subject to the code edit protocols for services/procedures billed and claim submissions are subject to applicable claim review which may include, but is not limited to, review of any terms of benefit coverage, Provider contract language, medical and medical management policies, utilization or clinical review or utilization management policies, clinical payment and coding policies as well as coding software logic, including but not limited to lab management or other coding logic or edits.

Any line on the claim that is not correctly coded and is not supported with accurate documentation (where applicable) may not be included in the covered charge and will not be eligible for payment by the Plan. The clinical payment and coding policies apply for purposes of coverage regardless of whether the Provider rendering the item or service or submitting the claim is a Participating or non-Participating Provider. The most up-to-date medical policies and clinical procedure and coding policies are available at www.bcbstx.com or by contacting a Customer Service Representative at the number shown on Your identification card.

Copayments/Coinsurance

You are liable for certain Copayments/Coinsurance and any applicable Deductibles to Participating Providers, which are due at the time of service. The Copayment/Coinsurance and any Deductibles due for specific Covered Services, benefit limitations and out-of-pocket maximums can be found in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**

Deductibles

Benefits are available under this Evidence of Coverage after satisfaction of any applicable Deductibles shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

If You have several covered Dependents, all charges used to apply toward an individual Deductible amount will be applied towards the family Deductible amount shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. When the family Deductible amount is reached, no further individual Deductibles will have to be satisfied for the remainder of that Calendar Year.

Out-of-Pocket Maximums

HMO will determine when maximums have been reached for Covered Services and for Covered Drugs based on information provided to HMO by You and Participating Providers to whom You have made payments for Covered Services and for Covered Drugs. Out-of-pocket maximums will include Copayments Coinsurance and Deductibles. Once You reach the out-of-pocket maximum, You are not required to make additional payments for Covered Services or Covered Drugs 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 shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.When the family out-of-pocket maximum amount is reached, You are not required to make additional payments for Covered Services or Covered Drugs for the remainder of the Calendar Year.

Requirements

All Covered Services, unless otherwise specifically described:

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

Professional Services

Services must be provided or arranged by the PCP (except for Virtual Visits) 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.
- **Virtual Visits.** Services provided for the treatment of conditions as described below in **Virtual Visits**. Virtual Visits do not require Referral by the PCP and/or HMO.

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 approved through Prior Authorization 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;
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. whole blood, including cost of blood, blood plasma, and blood plasma expanders, which is not replaced by or for You;
13. administration of whole blood and blood plasma;
14. short-term Rehabilitation therapy services in an acute Hospital setting;
15. 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 Prior Authorization 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
16. organ and tissue transplants. Prior Authorization is required for any organ or tissue transplant, even if the patient is already in a Hospital under another Prior Authorization. At the time of Prior Authorization, 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 organ and tissue transplants are covered 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.

    b. 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.

    c. 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.

d. 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;
3. removal of organs or tissues from living or deceased donors; and
4. transportation and short-term storage of donated organs or tissues.

e. 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.
5. if the transplant operation or post-transplant care is performed in China or another country known to have participated in forced organ harvesting; or
6. the human organ to be transplanted was procured by a sale or donation originating in China or another country known to have participated in forced organ harvesting.

Outpatient Facility Services

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

1. Infusion Therapy (including chemotherapy);
2. outpatient surgery;
3. radiation therapy; and
4. dialysis.

Outpatient Laboratory and X-Ray Services

Laboratory and radiographic procedures, services and materials, including (but not limited to) 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. Prior Authorization may be required.

Clinician-Administered Drugs

For Members with a chronic, complex, rare, or life-threatening medical condition, Covered Drugs that will be administered by a Provider in a Physician's office may be obtained from a non-Participating Pharmacy by the Provider, after the Provider has determined that disease progression, patient harm, or death is probable, or where the Provider has concerns about patient adherence or timely delivery. These services are covered under the medical benefit and the cost-sharing requirements will be the same as if they were obtained from a Participating Pharmacy.

Rehabilitation Services and Habilitation 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 Prior Authorization is obtained 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 and Habilitation 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. Rehabilitation Services and Habilitation Services, including coverage for chiropractic services, are available from a Participating Provider when Prior Authorization is obtained or prescribed by Your PCP.

Benefits are provided for Habilitation Services provided for a Member with a disabling condition when both of the following conditions are met:

- the treatment is administered by one of the following Participating Providers: a licensed speech-language pathologist, licensed audiologist, licensed occupational therapist, licensed physical therapist, Physician, licensed nutritionist, licensed social worker or licensed psychologist.
- the initial or continued treatment must be proven and not Experimental/Investigational.

Benefits for Habilitation Services do not apply to those services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not Habilitation Services. A service that does not help the Member to meet functional goals in a treatment plan within a prescribed time frame is not a Habilitation Service.

Benefits for Durable Medical Equipment and prosthetic devices, when used as a component of Habilitation Services, are described under **Durable Medical Equipment** and **Prosthetic Appliances and Orthotic Devices**.

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.

Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any Rehabilitation and Habilitation services visits maximum indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

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. Prior Authorization 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 Prior Authorization, include:

1. prenatal visits;
2. use of Hospital delivery rooms and related facilities. A separate Hospital admission Copayment/Coinsurance is 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/Coinsurance and any Deductible for such readmission will be required.;
3. administration of a newborn screening test, including the test kit, required by the state of Texas;
4. use of newborn nursery and related facilities;
5. special procedures as may be Medically Necessary and authorized by the PCP or designated Obstetrician/Gynecologist; and
6. 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 treatment for any other physical illness and may require Prior Authorization.

Family Planning. Covered Services, which may require Prior Authorization, 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 but not limited to 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 Prior Authorization, include 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.

Abortion Services. Abortions for a pregnancy which, as certified by a Physician, places the woman in danger of death unless an abortion is performed are covered.

Fertility Preservation Services Benefits for Fertility Preservation Services for Members who will receive Medically Necessary treatment for cancer, including surgery, chemotherapy, or radiation, that the American Society of Clinical Oncology or the American Society for Reproductive Medicine has established may directly or indirectly cause impaired fertility.

The Fertility Preservation Services must be standard procedures to preserve fertility consistent with established medical practices or professional guidelines published by the American Society of Clinical Oncology or the American Society for Reproductive Medicine.

Behavioral Health Services

Benefits and coverage for behavioral health services are provided under the same terms and conditions applicable to this plan's medical and surgical benefits and coverage.

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 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 which includes a Psychiatric Day Treatment Facility. Services are subject to the same terms and conditions as medical and surgical benefits for any other physical illness.

Chemical Dependency Services. Coverage for treatment of Chemical Dependency is the same as coverage for 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 Prior Authorization 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. You may obtain Emergency Care, including the treatment and stabilization of an emergency medical condition that originated in a Hospital emergency facility or in a comparable facility, from a Participating or non-Participating Provider and the Emergency Care 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. When receiving emergency room services for Mental Health Care or Chemical Dependency, benefits will be provided under the same terms and conditions applicable to this plan's Emergency Care for medical conditions.

Emergency Care services are subject to the Copayment/Coinsurance and any Deductible, unless You are admitted as an inpatient directly from the emergency room, in which case You pay the inpatient Hospital Copayment/Coinsurance and any Deductibles. You are not responsible for any amounts beyond the Copayment/Coinsurance or any Deductibles as indicated on the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

You may be entitled to protection from balance billing if You receive out-of-network Emergency Care. If You received services because You believed that failing to get care placed Your health or the health of a spouse, child or unborn child in danger, but You have questions about whether Your claim was processed as Emergency Care or questions about a balance bill, please call the number on the back of Your Member identification card.

If post stabilization care is required after an Emergency Care condition that originated in a Participating Hospital emergency facility or in a Participating comparable facility (as defined in this paragraph), 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 the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but in no case may approval or denial exceed one hour of receiving the call. If post stabilization care is required in a non-Participating Hospital after an Emergency Care condition that originated in a Hospital emergency facility or in a Participating comparable facility (as defined in this paragraph), has been treated and stabilized, the treating Physician or Provider may contact HMO or its designee, but Prior Authorization is not required for post-stabilization care in a non-Participating Hospital. For purposes of this paragraph, "comparable facility" includes the following:

1. any stationary or mobile facility, including, but not limited to, Level V Trauma Facilities and Rural Health Clinics that have licensed or certified or both licensed and certified personnel and equipment to provide advanced cardiac life support consistent with American Heart Association and American Trauma Society standards of care and a free-standing emergency medical care facility as that term is defined in Insurance Code §843.002 (concerning Definitions);

2. for purposes of Emergency Care related to mental illness, a mental health facility that can provide 24-hour residential and psychiatric services and that is:

    a. a facility operated by the Texas Department of State Health Services;
    b. a private mental Hospital licensed by the Texas Department of State Health Services;
    c. a community center as defined by Texas Health and Safety Code §534.001 (concerning Establishment);

d. a facility operated by a community center or other entity the Texas Department of State Health Services designates to provide mental health services;
e. an identifiable part of a general Hospital in which diagnosis, treatment, and care for persons with mental illness is provided and that is licensed by the Texas Department of State Health Services; or
f. a Hospital operated by a federal agency.

Regardless of other provisions in this Evidence of Coverage 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, HMO shall fully reimburse such Providers at its usual and customary rate or an agreed-upon rate not to exceed billed charges. This amount is calculated excluding any in-network Copayment/Coinsurance and Deductible imposed with respect to the Member.

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. Emergency Care services for Out-of-Area services are subject to the Copayment/Coinsurance and any Deductible, as indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Urgent Care Services

Urgent Care services are covered when rendered by a Participating Urgent Care Provider for the immediate treatment of a medical condition that requires prompt medical attention but where a brief time lapse before receiving services will not endanger life or permanent health and does not require Emergency Care services. A PCP Referral is not required. Additional charges described in **Outpatient Laboratory and X-ray Services** or **Outpatient Facility Services** may also apply.

Unless designated and recognized by HMO as an Urgent Care center, neither a Hospital nor an emergency room will be considered an Urgent Care center.

Retail Health Clinics

Retail Health Clinics provide diagnosis and treatment of uncomplicated minor conditions in situations that can be handled without a traditional PCP office visit, Urgent Care visit or Emergency Care visit. A PCP Referral is not required to obtain Covered Services.

Virtual Visits

Virtual Visits provide You with access to Virtual Network Providers that can provide diagnosis and treatment of non-emergency medical and behavioral health conditions in situations that can be handled without a traditional PCP office visit, behavioral health office visit, Urgent Care visit or Emergency Care visit. Covered Services may be provided via a consultation with a licensed medical professional through interactive audio via telephone or interactive audio-video via online portal or mobile application. For information on accessing this service, You may access the website at www.bcbstx.com or contact customer service at the toll-free number on the back of Your identification card. A PCP Referral is not required to obtain Covered Services.

NOTE: Not all medical or behavioral health conditions can be appropriately treated through Virtual Visits. The Virtual Network Provider will identify any condition for which treatment by an in-person Provider is necessary.

Ambulance Services

For Emergency Care (as defined in this Evidence of Coverage) professional local ground ambulance services or air ambulance services to the nearest Hospital appropriately equipped and staffed for treatment of the Member's condition is covered. For non-Emergency Care, professional local ground ambulance services or air ambulance services is covered, when Medically Necessary and authorized by the PCP, to or from a facility appropriately equipped and staffed for treatment of the Member's condition. This includes but is not limited to transportation

from one Hospital to another Hospital and from a Hospital to a Rehabilitation facility or Skilled Nursing Facility. The Member's condition must be such that any other form of transportation would be medically contraindicated.

For non-Emergency Care, air ambulance services are only covered when authorized by the PCP or HMO and 1) ambulance transportation is Medically Necessary, 2) terrain, distance, Your physical condition, or other circumstances require the use of air ambulance services rather than ground ambulance services, and 3) transfer is to the nearest facility with the capabilities to perform the medically necessary services not available at the originating facility.

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. Services include bereavement counseling. For care provided in a Hospital, charges described in **Inpatient Hospital Services** will apply.

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 Prior Authorization and will not be subject to any Copayment Coinsurance, Deductible 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 ("USPSTF") or as required by state law.

The services listed below may include requirements pursuant to state regulatory mandates and are to be covered at no cost to the Member:

1. well-child care for Members through age twenty-two (22) 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 and 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, rotavirus, COVID-19, and any other immunization that is required by the law for a child. (Allergy injections are not considered immunizations under this benefit provision.);
4. 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 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;

5. 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 an 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;

6. a screening (non-diagnostic) low-dose mammogram to detect the presence of occult breast cancer for female Members age thirty-five (35) and over (once every twelve months), 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. Low-dose mammograms include digital mammography or breast tomosynthesis;

7. preventive care and screenings provided with respect to women's services will be provided for the following Covered Services and will not be subject to a Copayment/Coinsurance or Deductible:

   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; condoms and vaginal contraceptive devices. This list may change as FDA guidelines, medical management and medical policies are modified. NOTE: Prescription contraceptive medications are covered under **PHARMACY BENEFITS**.

   To determine if a specific contraceptive 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.

   Benefits will also be provided to women with reproductive capacity for FDA approved over-the-counter contraceptives such as spermicide and female condoms 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 to obtain a claim form.

   Contraceptive drugs and devices not available under this Preventive Services benefit may be covered under other sections of this Evidence of Coverage, and may be subject to any applicable Copayments/Coinsurance and Deductible.

   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 rental of Hospital-grade breast pumps (not to exceed the total cost) or purchase of manual or electric breast pump, breast pump supplies, and breast milk storage supplies, with a written prescription from a Provider and are not subject to Coinsurance, Deductible, Copayment or benefit maximums when received from a Participating Provider. The benefit for the purchase of an electric breast pump is limited to one per Calendar Year. 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 or Hospital grade breast pump and supplies. Visit the website at www.bcbstx.com to obtain a claim form.

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

8. 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
9. a medically recognized rectal screening exam for the detection of colorectal cancer for Members age forty five (45) or older.
    - all colorectal cancer examinations, preventive services, and laboratory tests assigned a grade of "A" or "B" by the United States Preventive Services Task Force for average-risk individuals, including the services that may be assigned a grade of "A" or "B" in the future; and
    - an initial colonoscopy or other medical test or procedure for colorectal cancer screening and a follow-up colonoscopy, which may be subject to any applicable Copayments, Coinsurance and Deductible, if the results of the initial colonoscopy, test, or procedure are abnormal.

Examples of other covered preventive services that are not subject to Copayment/Coinsurance, Deductible or dollar maximums include smoking cessation counseling services (including FDA-approved tobacco cessation medications), healthy diet counseling and obesity screening/counseling. **NOTE**: smoking cessation medications are covered under **PHARMACY BENEFITS** with a Prescription Order from Your Health Care Practitioner.

Preventive drugs (including both prescription and over-the-counter products) that meet the preventive recommendations outlined above and that are listed on the No-Cost Preventive Drug List (to be implemented in the quantities and within the time period allowed under applicable law) will be covered and will not be subject to any Copayment Amount, Coinsurance Amount, Deductible, or dollar maximum when obtained from a Participating Pharmacy. Drugs on the No-Cost Preventive Drug List that are obtained from a non-Participating Pharmacy may be subject to Copayment Amount, Coinsurance Amount, Deductibles, or dollar maximum, if applicable.

A copay waiver can be requested for drugs or immunizations that meet the preventive recommendations outlined above that are not on the No-Cost Preventive Drug List.

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/Coinsurance and any applicable Deductible 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 Copayment/Coinsurance and any applicable Deductible for the office visit including the preventive health service.

Additional preventive screening services, which may require Prior Authorization and may be subject to Copayment/Coinsurance, Deductibles 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.

   NOTE: Covered children to age 19 do have additional benefits as described in **PEDIATRIC VISION CARE BENEFITS.**
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**.

4. early detection test for ovarian cancer. Benefits are available for a CA 125 blood test once every twelve months and any other test or screenings approved by the United States Food and Drug Administration for the detection of ovarian cancer for female Members age eighteen (18) and older. Your PCP or any Obstetrician/Gynecologist in Your PCP's network of Participating Providers may administer the test.

   Limitations: To the extent that providing coverage for ovarian cancer screening under Chapter 1370 of the Texas Insurance Code would otherwise require the State of Texas to make a payment under 42 U.S.C. Section 18031(d)(3)(B)(ii), a Qualified Health Plan, as defined by 45 C.F.R. Section 155.20, is not required to provide a benefit for the ovarian cancer screening under Chapter 1370 of the Texas Insurance Code that exceeds the specified essential health benefits required under 42 U.S.C. Section 18022(b).

5. 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.

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. The following Covered Services may require Prior Authorization by HMO:

1. treatment for accidental injury and such injury resulting from domestic violence or a medical condition to Sound Natural Adult Teeth, the jaw bones or surrounding tissues, not caused by biting or chewing. "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 developmental defect, or a pathology;
5. services provided which are necessary for treatment or correction of a congenital defect;
6. removal of complete bony impacted teeth; and
7. includes consultation by an oral surgeon (or appropriate Specialist) and associated x-rays or diagnostic tests.

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 Prior Authorization by HMO. Covered Services are limited to the following:

1. surgery to correct a defect resulting from accidental injury;
2. reconstructive surgery following cancer surgery;
3. surgery to correct a functional defect which results from a congenital and/or acquired disease or anomaly;

4. surgical reconstruction of the breast following a mastectomy, and surgical reconstruction of the other breast to achieve a symmetrical appearance; and
5. reconstructive Surgery for Craniofacial Abnormalities.

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 Prior Authorization, 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.

When the following diabetes equipment and supplies 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 to obtain a medical claim form. If You choose to purchase diabetes supplies utilizing pharmacy benefits, You must pay the applicable **PHARMACY BENEFITS** Copayment/Coinsurance in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences as well as any Deductibles. No claim forms are required.

Diabetes equipment and supplies include, but are not limited to:

- blood glucose monitors, including monitors designed to be used by blind individuals;
- insulin pumps and associated appurtenances;
- insulin infusion devices;
- biohazard disposable containers;
- podiatric appliances (shoes, shoe inserts and foot orthotics) for prevention of complications associated with diabetes. Includes up to two pairs of therapeutic footwear per Calendar Year;
- infusion sets;
- insulin cartridges;
- alcohol wipes;
- adhesive supplies;
- batteries; and
- durable and disposable devices to assist in the injection of insulin.

Also included are repairs and necessary maintenance of insulin pumps not otherwise provided for under the manufacturer's warranty or purchase agreement, rental fees for pumps during the repair and necessary maintenance of insulin pumps, neither of which shall exceed the purchase price of a similar replacement pump.

The diabetes equipment and supplies in the list below are only available utilizing pharmacy benefits. When You purchase these items utilizing pharmacy benefits, You must pay the applicable **PHARMACY BENEFITS** Copayment in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences as well as any Deductibles. No claim forms are required.

- glucose meter solution;
- test strips specified for use with a corresponding blood glucose monitor;
- visual reading and urine test strips and tablets that test for glucose, ketones and protein;
- lancets and lancet devices;
- injection aids, including devices used to assist with insulin injection and needleless systems;
- glucagon emergency kits;
- prescription orders for insulin and insulin analog preparations;
- insulin syringes;
- prescriptive and nonprescriptive oral agents for controlling blood sugar levels.

As new or improved treatment and monitoring equipment or supplies become available and are approved by the U.S. Food and Drug Administration (FDA), such equipment or supplies may be covered if determined to be Medically Necessary and appropriate by the treating Physician or Provider who issues the written order for the supplies or the equipment.

Prosthetic Appliances and Orthotic Devices

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

1. Initial Prosthetic Appliances, including professional fitting services related to the fitting and use of these devices, 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 or 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. Breast prostheses and surgical brassieres after mastectomy.
5. Medically Necessary foot orthotics that are consistent with the Medicare Benefit Policy Manual are covered. There is no Calendar Year maximum. This is in addition to, and does not affect, the coverage for podiatric appliances shown in **Diabetes Care**.
6. One cochlear implant, which includes an external speech processor and controller, per impaired ear is covered. Coverage also includes related treatments such as Habilitation and Rehabilitation Services, fitting and dispensing services and the provision of ear molds as necessary to maintain optimal fit of hearing aids. Implant components may be replaced as Medically Necessary or audiologically necessary.

Durable Medical Equipment

You must obtain services and devices through a Participating DME Provider, which must be consistent with the Medicare DME Manual, and may require Prior Authorization by HMO. HMO will determine whether DME is rented or purchased, and retains the option to recover the DME upon cancellation or termination of Your coverage.

Examples of DME are: standard wheelchairs, crutches, walkers, orthopedic tractions, Hospital beds, oxygen, bedside commodes, suction machines, etc. Excluded items are listed in **LIMITATIONS AND EXCLUSIONS**.

Ostomy Supplies

Benefits for supplies related to ostomy may include, but are not limited to:

1. Pouches, face plates and belts;
2. Irrigation sleeves, bags and ostomy irrigation catheters;
3. Skin barriers; and
4. Deodorants, filters, lubricants, tape, appliance cleaners, adhesive and adhesive remover.

Medical Supplies

Medical or disposable supplies prescribed by a Physician include, but are not limited to:

1. Urinary catheters;
2. Wound care or dressing supplies given by a Provider during treatment for covered health services; and
3. Medical-grade compression stockings when considered Medically Necessary. The stockings must be prescribed by a Physician, individually measured and fitted to the patient.

Coverage also includes disposable supplies necessary for the effective use of Durable Medical Equipment and diabetic supplies for which benefits are provided as described under Durable Medical Equipment and Diabetes Services.

Hearing Aids

Covered Services and equipment, which may require Prior Authorization, include one audiometric examination to determine type and extent of hearing loss once every thirty-six (36) months and the fitting and purchase of hearing aid device(s). Coverage also includes fitting and dispensing services, the provision of ear molds as necessary to maintain optimal fit of hearing aids and Habilitation and Rehabilitation Services. Exclusions are listed in **LIMITATIONS AND EXCLUSIONS**.

Speech and Hearing Services

Covered Services, which may require Prior Authorization, include inpatient and outpatient care and treatment for loss or impairment of speech or hearing that is not less favorable than for physical illness generally.

Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any speech and hearing services visits maximum indicated on Your **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 Evidence of Coverage and any benefit exclusions or limitations will apply.

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 covered. No benefit maximums will apply.

Individuals providing treatment prescribed under that plan must be 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.

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 Evidence of Coverage will apply, including but not limited to, defined terms, limitations and exclusions.

Benefits for Autism Spectrum Disorder will not apply towards any visit maximum indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. Please review the Rehabilitation and Habilitation Services provision and the Speech and Hearing Services provisions in this section of the Certificate.

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 that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition and is recognized under state and/or federal law.

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.

Teledentistry, Telehealth and Telemedicine Medical Services

Teledentistry, Telehealth and Telemedicine Medical Services are covered as defined in **DEFINITIONS** and may require Prior Authorization.

Diagnostic Mammography and Other Breast Imaging

Diagnostic Imaging is covered to the same extent as screening mammograms as described in the **COVERED SERVICES AND BENEFITS; Health Maintenance and Preventive Services**.

In addition to the applicable terms provided in the **DEFINITIONS** section of the Evidence of Coverage, the following term will apply specifically to this provision.

Diagnostic Imaging means an imaging examination using mammography, ultrasound imaging, or magnetic imaging that is designed to evaluate:

1. a subjective or objective abnormality detected by a Physician or patient in a breast;
2. an abnormality seen by a Physician on a screening mammogram;
3. an abnormality previously identified by a Physician as probably benign in a breast for which follow-up imaging is recommended by a Physician; or
4. an individual with a personal history of breast cancer or dense breast tissue.

The Copayment/Coinsurance Amounts indicated in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS; Health Maintenance and Preventive Services** for screening mammograms will apply but without Member age restrictions.

Biomarker Testing

Covered Services for Medically Necessary Biomarker Testing for the purpose of diagnosis, treatment, appropriate management, or ongoing monitoring of a member's disease or condition to guide treatment when the test is supported by medical and scientific evidence, including:

- a labeled indication for a test approved or cleared by the FDA;
- a labeled indication for a test approved or cleared by the FDA;
- an indicated test for a drug approved by the FDA;
- a national coverage determination made by CMS or a local coverage determination made by a Medicare administrative contractor;
- nationally recognized clinical practice guidelines; or
- consensus statements.

Biomarker Testing will be covered only when use of Biomarker Testing provides clinical utility because use of the test for the condition is evidence-based, is scientifically valid based on the medical and scientific evidence, informs the members outcome and a provider's clinical decision, and predominantly addresses the acute or chronic issue for which the test is ordered. This coverage will be provided in a manner that limits disruptions in care, including limiting the number of biopsies and biospecimen samples.

Routine Foot Care

Medically Necessary routine foot care is covered, when obtained from a licensed Provider.

LIMITATIONS AND EXCLUSIONS

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, except for routine patient care for participants in an Approved Clinical Trial. 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. Denials based on Experimental/Investigational services and supplies are Adverse Determinations and are subject to the utilization review process, including reviews by an Independent Review Organization (IRO) as described in the **COMPLAINT AND APPEAL PROCEDURES** section.

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 You are receiving through Medicare or for which You are eligible through entitlement programs of the federal, state, or local government, including but not limited to Medicaid and its 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. Subject to the Emergency Care benefits as described in **COVERED SERVICES AND BENEFITS**; any services and supplies provided to a Member incurred outside the United States if the Member traveled to the location for the purpose of receiving medical services, supplies, or drugs.

15. Transportation services except as described in **Ambulance Services**, or when approved by HMO.

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 Long Term or 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 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; or
    d. allergen specific IgG measurement.

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. treatment of sexual dysfunction including medications, penile prostheses and other surgery, and vascular or plethysmographic studies that are used only for diagnosing impotence;
    c. promotion of fertility through extra-coital reproductive technologies including, but not limited to, artificial insemination, intrauterine insemination 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;
    d. any services or supplies related to in vitro fertilization or other procedures when You are the donor and the recipient is not a Member;
    e. in vitro fertilization and fertility drugs.

26. Treatment of decreased blood flow to the legs with pneumatic compression device or high-pressure rapid inflation-deflation cycle.

27. Treatment of tissue damage or disease in any location with platelet-rich plasma.

28. Services or supplies in connection with foot care for flat feet, fallen arches, or chronic foot strain.

29. 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**.

30. Services or supplies for, or in conjunction with, chelation therapy, except for treatment of acute metal poisoning.

31. Services or supplies for dental care, except as described in **Dental Surgical Procedures**.

32. 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**.

33. Alternative treatments such as acupuncture, dry needling, trigger-point acupuncture, acupressure, hypnotism, massage therapy and aromatherapy.

34. Services or supplies for:

    a. intersegmental traction;
    b. all types of home traction devices and equipment;
    c. vertebral axial decompression sessions;
    d. surface EMGs;
    e. spinal manipulation under anesthesia;

f. muscle testing through computerized kinesiology machines such as Isostation, Digital Myograph, and Dynatron; and
g. balance testing through computerized dynamic posturography sensory organization test.

35. Galvanic stimulators or TENS units.

36. Scanning the visible front portion of the eye with computerized ophthalmic diagnostic imaging, or measuring the firmness of the front of the eye with corneal hysteresis by air impulse stimulation.

37. 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.

38. Excluded supplies include, but are not limited to, compression stockings, ace bandages, wound care or dressing supplies, prescribed or non-prescribed medical and disposable supplies that can be purchased over the counter.

This exclusion does not apply to:

a. Ostomy bags and related supplies for which benefits are provided as described under **Ostomy Supplies** section;
b. Disposable supplies necessary for the effective use of Durable Medical Equipment for which benefits are provided as described under **Durable Medical Equipment** section;
c. Urinary catheters, wound care or dressing supplies given by a Provider during treatment for Covered Services;
d. Medical grade compression stockings when considered Medically Necessary. The stockings must be prescribed by a Physician, individually measured and fitted to the patient;
e. Diabetic supplies for which benefits are provided as described under **Diabetes Services** section;
f. Batteries, tubing, nasal cannulas, connectors and masks except when used **with Durable Medical Equipment.**

Not all Medical Supplies are Covered Services and all are subject to medical review.

39. 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 affect changes in the foot or foot alignment; arch supports; braces; splints or other foot care items.

40. Testing of:

a. blood for measurement of levels of: Lipoprotein a; small dense low density lipoprotein; lipoprotein subclass high resolution; lipoprotein subclass particle numbers; lipoprotein associated phospholipase A2, which are fat/protein substances in the blood that might be ordered in people with suspected deposits in the walls of blood vessels;

b. urine for measurement of collagen cross links, which is a substance that might be ordered in people with suspected high bone turnover;
c. cervicovaginal fluid for amniotic fluid protein during pregnancy, which might be ordered in people suspected to have fluid leaking from around the baby (premature ruptured membranes).

41. The following psychological/neuropsychological testing and psychotherapy services:

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);
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; or
j. bioenergetic therapy.

42. Biofeedback (except for an Acquired Brain Injury diagnosis) or other behavior modification services.

43. Mental health services except as described in **Behavioral Health Services** or as may be provided under **Autism Spectrum Disorder.**

44. 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.

45. Trauma or wilderness programs for behavioral health or Chemical Dependency treatment.

46. Replacement for loss, damage or functional defect of hearing aids. Batteries are not covered unless needed at the time of the initial placement of the hearing aid device(s).

47. Deluxe equipment such as motor driven wheelchairs and beds (unless determined to be Medically Necessary); comfort items; bedboards; bathtub lifts; over-bed tables; air purifiers; sauna baths; exercise equipment; stethoscopes and sphygmomanometers; Experimental and/or research items; and replacement, repairs or maintenance of the DME.

48. 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; or
e. if covered under **PHARMACY BENEFITS**.

49. Any procedures, equipment, services, supplies, or charges for abortions except for abortions to terminate a pregnancy which, as certified by a Physician, places You in danger of death unless an abortion is performed.

50. 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.

51. Self-administered drugs dispensed or administered by a Physician in his/her office.

52. Any services or supplies from more than one Provider on the same day(s) to the extent benefits were duplicated.

53. Cannabis - This plan does not cover cannabis. Cannabis means all parts of the plant genus Cannabis containing delta-9-tetrahydrocannabinol (THC) as an active ingredient, whether growing or not, the seeds of the plant, the resin extracted from any part of the plant, and every cannabis-derived compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin. Cannabis with THC as an active ingredient may be called marijuana.

54. Some laboratory services are not covered by Your plan. The following laboratory services are not covered:

a. Vitamin B12 testing or screening for a Vitamin B12 deficiency in healthy, asymptomatic individual; homocysteine or holotranscobalamin testing to screen for or confirm a Vitamin B 12 deficiency; or Vitamin B12 testing within three (3) months of beginning treatment for a B12 deficiency;
b. Vitamin D testing - Routine screening for vitamin D deficiency with serum testing in asymptomatic individuals and/or during general encounters;
c. Hemoglobin A1c testing in the following situations:
   - if You have had a blood transfusion within the past 120 days; or
   - if You have a condition associated with increased red blood cell turnover; or
   - if You are also being measured for fructosamine;
d. Influenza Testing - Viral culture testing for influenza in an outpatient setting; outpatient influenza testing in asymptomatic patients; Serology testing for influenza under any circumstance;
e. Cardiac Biomarkers - Measurement of cardiac biomarkers for the diagnosis a heart attack if You have symptoms of acute coronary syndrome such as chest pain; or Measurement of cardiac biomarkers if You have symptoms of acute coronary syndrome and received services in a setting that cannot perform an evaluation for a heart attack, such as an independent lab or Physician's office;
f. Drug testing in an outpatient setting is not covered in the following situations:
   - testing to confirm the presence and/or amount of drugs in Your system is not covered when laboratory-based definitive drug testing is requested without any prior screening test results, or when laboratory-based definitive drug testing is requested for larger than seven drug classes panels;
   - use of proprietary drug tests such as RiskviewRX Plus;

- specific validity testing, including, but not limited to the following tests: urine specific gravity, urine creatinine, pH, urine oxidant level, and genetic identity testing, are included in the panel test and therefore will not be covered if submitted individually if a urine panel test was also ordered at the same time;
- testing for any American Medical Association definitive drug class codes;
- same-day testing for the same drug or metabolites from two different samples (e.g. both a blood and a urine specimen);
- testing of samples with abnormal validity tests;
- drug testing for patients in a facility setting (inpatient or outpatient) are not separately covered, as they are included in the daily charge at the facility;
- Your plan does not cover both qualitative (type of drug) testing and presumptive (to verify presence of drugs) testing on the same specimen.

g. Folate testing - Measurement of RBC folate is not covered. Measurement of serum folate concentration is only covered when You have been diagnosed with megaloblastic or macrocytic anemia and those conditions do not resolve after folic acid treatment;

h. Pancreatic Enzyme Testing is not covered the following situations:
- more than once per visit; or
- as part of ongoing assessment or therapy of chronic pancreatitis; or
- during a general exam without abnormal findings if You do not have symptoms and are not pregnant;
- for measurement of the following biomarkers for the diagnosis or assessment of acute pancreatitis, prognosis, and/or determination of severity of acute pancreatitis is not covered: measurement of both amylase AND serum lipase, serum trypsin/trypsinogen/TAP (trypsinogen activation peptide), C-Reactive Protein (CRP); Interleukin-6 (IL-6); Interleukin-8 (IL-8); or Procalcitonin.

i. Cardiovascular disease risk assessment testing is not covered in the following situations:
- High-sensitivity C-Reactive Protein is not covered except when a risk based treatment decision is not certain after having a quantitative risk assessment using American College of Cardiology/ American Heart Association (ACC/AHA) calculator to calculate 10-year risk of Cardiovascular disease CVD;
- testing for High-sensitivity C-Reactive Protein is not covered as a screening test for the general population or for monitoring response to therapy;
- measurement of High-sensitivity cardiac troponin T is not covered for cardiovascular risk assessment and stratification in the outpatient setting;
- Homocysteine testing for cardiovascular disease risk assessment screening, evaluation and management is not covered;
- novel Cardiovascular Biomarkers such as measurement of novel lipid and non–lipid biomarkers is not covered as an add on to LDL cholesterol in the risk assessment of cardiovascular disease;
- cardiovascular risk panels, consisting of multiple individual biomarkers intended to assess cardiac risk (other than simple lipid panels), are not covered;
- Serum Intermediate Density Lipoprotein is not covered as an indicator of cardiovascular disease risk;
- measurement of lipoprotein-associated phospholipase is not covered as an indicator of risk of cardiovascular disease;
- measurement of secretory type II phospholipase is not covered in the assessment of cardiovascular risk for all indications;

- measurement of long-chain omega-3 fatty acids in red blood cell membranes, including but not limited to its use as a cardiac risk factor is not covered;
- all other tests for assessing CHD risk are not covered.

j. Allergen Testing is not covered in the following situations:
- routine re-testing for confirmed allergies to the same allergens is not covered except in children and adolescents with positive food allergen results to monitor for allergy resolution;
- the Antigen Leukocyte Antibody test (ALCAT) is not covered;
- in-vitro testing of allergen specific IgG or non-specific IgG, IgA, IgM, and/or IgD in the evaluation of suspected allergy is not covered;
- Basophil Activation flow cytometry testing for measuring hypersensitivity to allergens is not covered;
- in-vitro allergen testing using bead-based epitope assays is not covered;
- in-vitro testing of allergen non-specific IgE is not covered.

k. Erectile Dysfunction – The following tests for the diagnosis of erectile dysfunction are not covered:
- angiotensin-converting enzyme insertion/deletion polymorphism testing;
- endothelial nitric oxide synthase polymorphism (4 VNTR, G894T, and T786C) testing for estimating risk of erectile dysfunction;
- iron binding capacity;
- prostatic acid phosphatase.

l. Testosterone testing – The following tests are not covered:
- testing for serum free testosterone and/or bioavailable testosterone as primary testing (i.e., in the absence of prior serum TOTAL testosterone testing);
- testing for serum total testosterone, free testosterone, and/or bioavailable testosterone in asymptomatic individuals or in individuals with non-specific symptoms;
- testing for serum testosterone for the identification of androgen deficiency in women;
- salivary testing for testosterone;
- measurement of serum dihydrotestosterone in individuals except in diagnosing 5-alpha reductase deficiency in individuals with ambiguous genitalia, hypospadias, or microphallus.

m. Thyroid Disease Testing is not covered in the following situations:
- Testing for thyrotropin-releasing hormone (TRH) or thyroxine-binding globulin (TBG) for the evaluation of the cause of hyperthyroidism or hypothyroidism is not covered
- Testing for thyroid dysfunction during a general exam without abnormal findings for asymptomatic nonpregnant individuals is not covered

n. Onychomycosis Testing is not covered in the following situations:
- Nucleic acid testing, attenuated total-reflectance fourier transform infrared (ATR-FTIR) spectroscopy and testing for the presence of fungal-derived sterols (e.g., ergosterol) to screen for, diagnose, or confirm onychomycosis is not covered

PHARMACY BENEFITS

Definitions

In addition to the applicable terms provided in the **DEFINITIONS** section of this Evidence of Coverage, 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 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/Coinsurance obligations from generic to brand name.

Brand Name Drug (Non-Preferred) means a Brand Name Drug which appears on the applicable Drug List as Non-Preferred Brand Name Drug. The Drug List is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists.

Brand Name Drug (Preferred) means a Brand Name Drug which appears on the applicable Drug List as Preferred Brand Name Drug. The Drug List is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists.

Coinsurance means the percentage amount paid by the Member for each Prescription Order filled or refilled through a Participating Pharmacy.

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

Covered Drug(s) means any Legend Drug:

1. which is included on the applicable Drug List;
2. which is Medically Necessary and is ordered by an authorized Health Care Practitioner naming a Member as the recipient;
3. for which a written or verbal Prescription Order is provided by an authorized Health Care Practitioner;
4. for which a separate charge is customarily made;
5. which is not consumed at the time and place that the Prescription Order is written;
6. for which the U.S. Food and Drug Administration (FDA) has given approval for at least one indication; and
7. which is dispensed by a Participating Pharmacy and is received by the Member while covered under this Evidence of Coverage, except when received from a Provider's office, or during confinement while a patient in a Hospital or other acute care institution or facility (refer to Limitations and Exclusions).

NOTE: Covered Drug(s) under Your Pharmacy Benefits also means insulin, insulin analogs, insulin pens, and prescriptive and non-prescriptive oral agents for controlling blood sugar levels, including disposable syringes and needles needed for self-administration.

Drug List means a list of all drugs that may be covered under Your Pharmacy Benefits. The Drug List is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists. You may also contact customer service at the toll-free number on Your identification card for more information.

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, HMO utilizes the generic/brand status assigned by a nationally recognized Provider of drug product database information. You should know that not all drugs identified as "generic" by the drug product database,

manufacturer, Pharmacy, or Your Physician will adjudicate as generic by HMO. Generic Drugs are shown on the Drug List which is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists. or You may contact customer service at the toll-free number on Your identification card.

Generic Drug (Non-Preferred) means a Generic Drug which appears on the applicable Drug List as Non-Preferred Generic Drug. The Drug List is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists.

Generic Drug (Preferred) means a Generic Drug which appears on the applicable Drug List as Preferred Generic Drug. The Drug List is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists.

Health Care Practitioner means an Advanced Practice Nurse, doctor of medicine, doctor of dentistry, Physician 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 is approved by the FDA for a particular use or purpose.

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

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.

Pharmacy Vaccine Network means the network of Participating Pharmacies which have entered into a written agreement with HMO to provide certain vaccinations to Members under this Evidence of Coverage.

Preferred Participating Pharmacy means a Participating Pharmacy which has a written agreement with HMO to provide pharmaceutical services to Members or an entity chosen by HMO to administer its prescriptions drug program that has been designated as a Preferred Participating Pharmacy.

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.

Specialty Drugs means a high cost prescription drug that meets any of the following criteria:

1. used in limited patient populations or indications;
2. typically self-injected;
3. limited availability, requires special dispensing, or delivery and/or patient support is required and therefore, they are difficult to obtain via traditional Pharmacy channels; and/or
4. complex reimbursement procedures are required.

To determine which drugs are Specialty Drugs, refer to the Drug List which is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists.

Specialty Pharmacy Provider means a Participating Pharmacy which has entered into a written agreement with HMO to provide Specialty Drugs to Members under this Evidence of Coverage.

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 is on the applicable Drug List and 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.

For a list of Covered Drugs, You can access the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists. or You can also contact customer service at the toll-free number on Your identification card.

You are responsible for any Copayment/Coinsurance and any Deductible for Covered Drugs shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and pricing differences that may apply to the Covered Drug dispensed.

Injectable Drugs. Injectable drugs approved by the FDA for self-administration are covered. Benefits will not be provided under **PHARMACY BENEFITS** for any self-administered drugs dispensed by a Physician.

Diabetes Supplies for Diabetes Care. Insulin, insulin analogs, insulin pens, insulin syringes, needles, injection devices, glucagon emergency kits, lancets, lancet devices, glucose meter solution, 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.

A separate Copayment/Coinsurance and any Deductible will apply to each fill of a prescription purchased on the same day for insulin and insulin syringes.

All supplies, including medications and equipment for the control of diabetes will be dispensed as written, unless substitution is approved by Your prescribing Physician or other Health Care Practitioner who issues the written order for the supplies or equipment.

Emergency Refills of Insulin or Insulin-Related Equipment and Supplies

A pharmacist may exercise their professional judgement in refilling a Prescription Order for Insulin or Insulin-Related Equipment or Supplies without the authorization of the prescribing Health Care Practitioner in the following situations:

- the pharmacist is unable to contact Your Health Care Practitioner after reasonable effort;
- the pharmacist has documentation showing the patient was previously prescribed insulin or insulin-related equipment or supplies by a Health Care Practitioner; and
- the pharmacist assesses the patient to determine whether the emergency refill is appropriate.

The quantity of an emergency refill will be the smallest available package and will not exceed a 30-day supply.

In addition to the applicable terms provided in the **DEFINITIONS** section of the Certificate, the following terms will apply specifically to this provision:

Insulin means an insulin analog and an insulin-like medication, regardless of the activation period or whether the solution is mixed before the prescription is dispensed.

Insulin-Related Equipment or Supplies means needles, syringes, cartridge systems, prefilled pen systems, glucose meters, continuous glucose monitor supplies, and text strips but does not include insulin pumps.

You are responsible for the same Copayment and any pricing differences that may apply to the items dispensed in the same manner as for nonemergency refills of diabetes equipment or supplies.

Insulin Drug Program

The total amount You may pay for a Covered Drug that contains insulin and is used to treat diabetes will not exceed the amount shown on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**, up to a 30-day supply, regardless of the amount or type of insulin needed to fill the Prescription Order. The preferred insulin drugs are identified on Your Drug List and does not include an insulin drug administered intravenously.

Insulin drugs obtained from a non-Participating Pharmacy or not identified as a Preferred insulin drug may be subject to Copayment amount Coinsurance amount, Deductibles or dollar maximums, if applicable.

Exceptions will not be made for drugs not identified as a Preferred insulin drug or for an excluded drug.

Preventive Care. Prescription and 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") (to be implemented in the

quantities and within the time period allowed under applicable law) or as required by state law will be covered and will not be subject to any Copayment Coinsurance, Deductibles or dollar maximums.

Select Vaccinations obtained through certain Participating Pharmacies. Benefits for select vaccinations are shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. These vaccinations are available through certain Participating Pharmacies that have contracted with HMO to provide this service. To locate one of these Participating Pharmacies in the Pharmacy Vaccine Network in Your area and to determine which vaccinations are covered under this benefit, access the website at www.bcbstx.com or contact customer service at the toll-free number on Your identification card.

Each Participating Pharmacy included in the Pharmacy Vaccine Network that has contracted with HMO to provide this service may have age, scheduling, or other requirements that will apply, so You are encouraged to contact them in advance.

Formulas for the Treatment of Phenylketonuria or Other Heritable Diseases. Dietary formulas necessary for the treatment of phenylketonuria or other heritable diseases are covered to the same extent as any other Covered Drug available only on the orders of a Health Care Practitioner.

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/Coinsurance and any Deductible will not apply to certain orally administered anticancer medications. To determine if a specific drug is included in this benefit contact customer service at the toll-free number on Your identification card.

Specialty Drugs. Benefits are available for Specialty Drugs as described in **Specialty Pharmacy Program**.

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 /Coinsurance and any Deductible shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences. You may be required to pay for limited or non-Covered Services. No claim forms are required.

Although You can go to any Participating Pharmacy, Your benefits for drugs and other items covered under this provision will be greater when You obtain them from a Preferred Participating Pharmacy. Your Copayment/Coinsurance will be less when using a Preferred Participating Pharmacy.

If You are unsure whether a Pharmacy is a Participating Pharmacy, You may access the website at www.bcbstx.com/rx-drugs/pharmacy/find-a-pharmacy or contact customer service at the toll-free number on Your identification card. Preferred Participating Pharmacies will also be identified. You can also call customer service at the toll-free telephone number on the back of Your identification card for information regarding Participating Pharmacies and Preferred Participating Pharmacies.

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/Coinsurance and any Deductible 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, access the website at www.bcbstx.com or contact customer service at the toll-free number on Your identification card. Mail the completed form, Your Prescription Order(s) and payment to the address indicated on the form.

Specialty Pharmacy Program. The Specialty Drug delivery service integrates Specialty Drug benefits with the Member's overall medical and prescription drug benefits. This program provides delivery of medications directly from the Specialty Pharmacy Provider to Your Health Care Practitioner, administration location or to the Member that is undergoing treatment for a complex Medical Condition.

The HMO Specialty Pharmacy Program delivery service offers:

- coordination of coverage between You, Your Health Care Practitioner and HMO;
- educational materials about the patient's particular condition and information about managing potential medication side effects;
- syringes, sharps containers, alcohol swabs and other supplies with every shipment for FDA approved self-injectable medications; and
- access to a pharmacist for urgent medication issues 24 hours a day, 7 days a week, 365 days each year.

The Drug List which includes these Specialty Drugs is available by accessing the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists or by contacting customer service at the toll-free number on Your identification card. Your cost will be the applicable Copayment/Coinsurance and any Deductible shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** as well as any applicable pricing differences.

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/Coinsurance 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 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/forms/formfinder to obtain a prescription drug claim form. Any Deductible shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will also apply .

MedsYourWay™

MedsYourWay™ ("MedsYourWay") may lower Your out-of-pocket costs for select covered drugs purchased at select in-network retail pharmacies. MedsYourWay is a program that automatically compares available drug discount card prices and prices under Your benefit plan for select covered drugs and establishes Your out-of-pocket cost to the lower price available. At the time You submit or pick up Your prescription, present Your BCBSTX identification card to the pharmacist. This will identify You as a participant in MedsYourWay and allow You the lower price available for select covered drugs.

The amount You pay for Your prescription will be applied, if applicable, to Your Deductible and out-of-pocket maximum. Available select covered drugs and drug discount card pricing through MedsYourWay may change occasionally. Certain restrictions may apply and certain covered drugs or drug discount cards may not be available for the MedsYourWay program. You may experience a different out-of-pocket amount for select Covered Drugs depending upon which retail pharmacy is utilized. For additional information regarding MedsYourWay, please contact a customer service representative at the toll-free telephone number on the back of Your identification card. Participation in MedsYourWay is not mandatory and You may choose not to participate in the program at any time by contacting Your customer service representative at the toll-free telephone number on the back of Your identification card. In the event MedsYourWay fails to provide, or continue to provide, the program as stated, there will be no impact to You. In such an event, You will pay the plan's pharmacy benefit Copay.

Your Cost

How Copayment/Coinsurance Amounts Apply. If the Allowable Amount of the drug is less than the Copayment/Coinsurance, You pay the lower cost. When that lower cost is more than the amount You would pay if You purchased the drug without using Your HMO pharmacy benefits or any other source of drug benefits or discounts, You pay such purchase price.

You will pay no more than the applicable Brand Name Drug Copayment/Coinsurance if the prescription has no generic equivalent. If You receive a Brand Name Drug when a generic equivalent is available, the Copayment/Coinsurance will be the total of the Generic Drug Copayment/Coinsurance plus the difference between the cost of the Generic Drug equivalent and the cost of the Brand Name Drug. You will also be responsible for any Deductible that may apply. Exceptions to this may be allowed for certain preventive medications (including prescription contraceptive medications) if Your Health Care Practitioner submits a request to HMO indicating that the Generic Drug would be medically inappropriate, along with supporting documentation. If HMO grants the exception request, any difference between the Allowable Amount for the Brand Name Drug and the Generic Drug equivalent will be waived.

You may not be required to pay the difference in cost between the Allowable Amount of the Brand Name Drug and the Allowable Amount of the Generic Drug if there is a medical reason (e.g., adverse event) You need to take the Brand Name Drug and certain criteria are met. Your Health Care Practitioner can submit a request to waive the difference in cost between the Allowable Amount of the Brand Name Drug and Allowable Amount of the Generic Drug. In order for this request to be reviewed, Your Health Care Practitioner must send in a MedWatch form to the Food and Drug Administration (FDA) to let them know the issues You experienced with the generic equivalent. Your Health Care Practitioner must provide a copy of this form when requesting the waiver. The FDA MedWatch form is used to document adverse events, therapeutic inequivalence/failure, product quality problems, and product use/medication error. This form is available on the FDA website. If the waiver is granted, applicable Copayment/Coinsurance and any Deductible will still apply. For additional information, You may access the website at www.bcbstx.com or contact customer service at the toll-free number on Your identification card.

Deductible. The Deductible per Calendar Year for each Member is shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. This is the dollar amount that each Member must pay during a Calendar Year before benefits are available. This Deductible will be applied to each covered Prescription Order filled or refilled until it is satisfied and will be based on the Allowable Amount of the drugs. After the Deductible is met, You will only pay the appropriate Copayment/Coinsurance for Covered Drugs and any pricing difference that may apply.

How Member Payment is Determined. Prescription drug products are separated into tiers. Generally, each drug is placed into one of four drug tiers:

- **Tier 1** – includes mostly Generic Drugs and may contain some Brand Name Drugs.
- **Tier 2** – includes mostly Brand Name Drugs (Preferred) and may contain some Generic Drugs.
- **Tier 3** – includes mostly Brand Name Drugs (Non-Preferred) and may contain some Generic Drugs.
- **Tier 4** – includes Specialty Drugs (Preferred) and may contain some Generic Drugs.

Copayments /Coinsurance and any Deductible for Covered Drugs on each drug tier is shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. To determine the tier in which a drug is included, access the website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists. or by contacting customer service at the toll-free number on Your identification card.

If a Covered Drug was paid for using any third-party payments, financial assistance, discount, product voucher, or other reduction in out-of-pocket expenses made by You or on Your behalf, that amount will be applied to Your cost-sharing requirements (including deductible, copayment, or out-of-pocket maximum).

About Your Benefits

Covered Drug List. Drugs listed on the Drug List are selected by HMO based upon the recommendations of a committee, which is made up of current and previously practicing Physicians and pharmacists from across the country, some of whom are employed by or affiliated with HMO. The committee considers existing drugs approved

by the FDA, as well as those newly FDA approved for inclusion on the Drug List. Entire drug classes are also regularly reviewed. Some of the factors committee members evaluate include each drug's safety, effectiveness, cost and how it compares with drugs currently on the Drug List.

Positive changes (e.g., adding drugs to the Drug List, drugs moving to a lower payment tier) occur quarterly after review by the committee. Changes to the Drug List that could have an adverse impact to You (e.g., drug exclusion, drug moving to a higher payment tier, or drugs requiring step therapy or Prior Authorization) only occur annually upon coverage renewal, consistent with Texas Insurance Code 1369.0541 and 1369.055.

The Drug List and any modifications will be made available to You. By accessing the Blue Cross and Blue Shield website at www.bcbstx.com/rx-drugs/drug-lists/drug-lists or calling the customer service toll-free number on Your identification card, You will be able to determine the Drug List that applies to You and whether a particular drug is on the Drug List. BCBSTX may uniformly modify drug coverage under the plan at the time of coverage renewal upon at least 60 days written notice as required by applicable law.

Drug List Exception Requests. You, or Your prescribing Physician or other Health Care Practitioner with prescriptive authority, can ask for a Drug List exception if Your drug is not on the Drug List (also known as a formulary). To request this exception, You or Your prescribing Physician or other Health Care Practitioner can call the number on the back of Your identification card to ask for a review. You may be required to submit a supporting statement from Your prescribing Physician or other Health Care Practitioner.

If You have a health condition that may jeopardize Your life, health or Your ability to regain maximum function or You are undergoing a current course of treatment using a drug that is not on the Drug List, an expedited review may be requested. You or Your prescribing Physician or other Health Care Practitioner will be notified of the coverage decision within 24 hours after the request for an expedited review is received. If Your request is granted, coverage will be provided for the duration of the exigency.

For requests that do not meet the criteria for expedited review, a standard review will be completed and You or Your prescribing Physician or other Health Care Practitioner will be notified of the coverage decision within 72 hours after the request for a standard review is received. If Your request is granted, coverage will be provided for the duration of the prescription, including refills.

If Your expedited or standard Drug List exception request is denied, the decision notice will include information explaining Your right to request review by an Independent Review Organization (IRO). You and Your prescribing Physician or other Health Care Practitioner will be notified of the IRO's decision within 24 hours for an expedited review and within 72 hours for a standard review. If Your expedited exception request is granted, coverage will be provided for the duration of the exigency. If Your standard exception is granted, coverage will be provided for the duration of the prescription, including refills.

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 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.

Extended Prescription Drug Supply Program. Your coverage includes benefits for up to a 90-day supply of covered maintenance type drugs purchased from a Participating Pharmacy (which may only include retail or mail order Pharmacies). Each prescription or refill is subject to the Copayment /Coinsurance and any Deductible shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences.

Benefits will not be provided for more than a 30-day supply of drugs purchased from a Pharmacy that is not a Preferred Participating Pharmacy.

Prescription Refills. You may obtain prescription drug refills from any Participating Pharmacy. Once every 12 months, You will be able to synchronize the start time of certain Covered Drugs used for treatment and management of a chronic illness so they are refilled on the same schedule for a given time period. When necessary to fill a partial Prescription Order to permit synchronization, HMO will prorate the Copayment due for Covered Drugs based on the proportion of days the reduced Prescription Order covers to the regular day supply outlined in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Covered prescription contraceptives may be obtained as follows:

- An initial three-month supply at one time
- Up to a 12-month supply at one time for subsequent refills
- Maximum of 12-month supply during each 12-month period.

Refills for prescription eye drops to treat a chronic eye disease or condition will be refilled if (1) the original Prescription Order states that additional quantities of the eye drops are needed; (2) the refill does not exceed the total quantity of dosage units authorized by the prescribing Health Care Practitioner on the original Prescription Order, including refills; and (3) the refill is dispensed on or before the last day of the prescribed dosage period. The refills are allowed:

- not earlier than the 21st day after the date a Prescription Order for a 30-day supply is dispensed; or
- not earlier than the 42nd day after the date a Prescription Order for a 60-day supply is dispensed; or
- not earlier than the 63rd day after the date a Prescription Order for a 90-day supply is dispensed.

Dispensing Limits. Dispensing limits are based upon FDA dosing recommendations and nationally recognized guidelines. Coverage limits are placed on medications in certain drug categories. Limits may include: quantity of covered medication per prescription, quantity of covered medication in a given time period, coverage only for Members within a certain age range, or coverage only for Members of a specific gender. 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 or contact customer service at the toll-free number on Your identification card.

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. 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.

Multi-Category Split Fill Program. If this is Your first time using select medications in certain drug classes (e.g., medications for cancer, multiple sclerosis, lung disorders, etc.) or if You have not filled one of these medications within 120 days, You may only be able to receive a partial fill (14–15 day supply) of the medication for up to the first 3 months of therapy. This is to help see how the medication is working for You. If You receive a partial fill, Your Copayments and/or Coinsurance will be adjusted to align with the quantity of medication dispensed. If the medication is working for You and Your Physician wants You to continue on this medication, You may be eligible to receive up to a 30-day supply after completing up to 3 months of the partial supply. For a list of drugs that are included in this program, please visit the www.bcbstx.com/rx-drugs/pharmacy/pharmacy-programs website.

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 safety or treatment guidelines, any additional drugs may be subject to a review for medical necessity, appropriateness and other coverage restrictions which may include but not be limited to services provided by a certain Provider and/or Pharmacy for the prescribing and dispensing of the Controlled Substance and/or limiting coverage to certain quantities. Additional Copayment/Coinsurance and any Deductible may apply.

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. A list of step therapy medications is available to You and Your Health

Care Practitioner on our website at www.bcbstx.com/rx-drugs/pharmacy/pharmacy-programs 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 /Coinsurance and after any Deductible.

Although You may currently be on a drug that is part of the step therapy program, Your Claim may need to be reviewed to see if the criteria for coverage of further treatment has been met. A documented treatment with a generic or brand therapeutic alternative medication may be required for continued coverage of the Brand Name Drug.

Step therapy programs do not apply to prescription drug treatment for the treatment of Stage-Four Advanced, Metastatic Cancer or Associated Conditions. Coverage for prescription drug treatment for Stage-Four Advanced, Metastatic Cancer or Associated Conditions do not require You to fail to successfully respond to a different drug or provide a history of failure of a different drug, before providing coverage of a prescription drug. This applies only to a prescription drug treatment that is consistent with best practices for the treatment of Stage-Four Advanced, Metastatic Cancer or an Associated Condition; supported by peer-reviewed, evidence-based literature; and approved by the United States Food and Drug Administration.
In addition to the **DEFINITIONS** of this Evidence of Coverage, the following definitions are applicable to this provision:

1. "Stage-Four Advanced, Metastatic Cancer" means a cancer that has spread from the primary or original site of the cancer to nearby tissues, lymph nodes, or other areas or parts of the body.
2. "Associated Conditions" means the symptoms or side effects associated with Stage-Four Advanced, Metastatic Cancer or its treatment and which, in the judgment of the Health Care Practitioner, further jeopardize the health of a patient if left untreated.

For treatment of Serious Mental Illness for Members 18 years or older, for Covered Drugs approved by the FDA will not require that the Member

1. fail to successfully respond to more than one different drug for each drug prescribed, excluding the generic or pharmaceutical equivalent of the prescribed drug; or
2. prove a history of failure of more than one different drug for each drug prescribed, excluding the generic or pharmaceutical equivalent of the prescribed.

Step Therapy may be required for a trial of a generic or pharmaceutical equivalent of a prescribed prescription drug as a condition of continued coverage of the prescribed drug only:

1. once in a plan year; and
2. if the generic or equivalent drug is added to the plan's Drug List.

Step Therapy Exception Requests: Your prescribing Physician or other Health Care Practitioner may submit a written request for an exception to the Step Therapy requirements. The Step Therapy Exception Request will be considered approved if we do not deny the request within 72 hours after receipt of the request. If Your prescribing Physician or other Health Care Practitioner reasonably believes that denial of the Step Therapy Exception Request could cause You serious harm or death, submission of the request with Urgent noted and documenting these concerns will be considered approved if we do not deny the request within 24 hours after receipt of the request. If Your Step Therapy Exception Request is denied, You have the right to request an expedited internal appeal and also have the right to request review by an Independent Review Organization as explained in the **COMPLAINT AND APPEAL PROCEDURES** section of this Evidence of Coverage.

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 by

accessing the website at www.bcbstx.com/rx-drugs/pharmacy/pharmacy-programs or contact customer service at the toll-free number on Your identification card.

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. The requested medication may be approved or denied for coverage by HMO based upon its accordance with established clinical criteria.

Prior Authorization will not be required more than once annually for Covered Drugs used to treat an autoimmune disease, hemophilia or Von Willebrand disease, except for:

1. opioids, benzodiazepines, barbiturates, or carisoprodol;
2. prescription drugs that have a typical treatment period of less than 12 months;
3. drugs that:
   a. have an FDA boxed warning for use; and
   b. must have specific provider assessment; or
4. use in a manner other than the FDA approved use.

Right of Appeal. You have the right to appeal as explained in the **COMPLAINT AND APPEAL PROCEDURES** section of this Evidence of Coverage.

Limitations and Exclusions

Pharmacy benefits are not available for:

1. Drugs/products which are not included on the Drug List, unless specifically covered elsewhere in this Evidence of Coverage and/or such coverage is required in accordance with applicable law or regulatory guidance.
2. Non-FDA approved drugs.
3. 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, and select vaccinations administered through certain Participating Pharmacies shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** are covered.)
4. 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.
5. 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.
6. Drugs, that the use or intended use of would be illegal, unethical, imprudent, abusive, not Medically Necessary, or otherwise improper.
7. Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the identification card.
8. 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.
9. 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.
10. Drugs for which the Pharmacy's usual retail price to the general public is less than or equal to the Copayment.

11. Drugs purchased from a non-Participating Pharmacy in the Service Area, except as provided in the **Clinician-Administered Drugs** section in **COVERED SERVICES AND BENEFITS**.
12. Devices, technologies, and/or Durable Medical Equipment (DME) such as but not limited to therapeutic devices, including support garments and other non-medicinal substances, digital health technologies and/or applications, even though such devices may require a Prescription Order. (Disposable hypodermic needles, syringes for self-administered injections and contraceptive devices are covered). However, You do have certain DME benefits available under the **Durable Medical Equipment** section in **COVERED SERVICES AND BENEFITS**. 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**.
13. Pharmaceutical aids such as excipients found in the USP-NF (United States Pharmacopeia – National Formulary), including but not limited to preservatives, solvents, ointment bases, and flavoring, coloring, diluting, emulsifying, and suspending agents.
14. 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.
15. Any special services provided by a Pharmacy, including but not limited to counseling and delivery. Select vaccinations shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** administered through certain Participating Pharmacies are an exception to this exclusion.
16. 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.
17. Administration or injection of any drugs.
18. Injectable drugs except self-administered Specialty Drugs or those approved by the FDA for self-administration.
19. 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 the ingredients' manufacturers.)
20. Fluids, solutions, nutrients or medications (including all additives and chemotherapy) used or intended to be used by intravenous or intramuscular injection (unless approved by the FDA for self-administration), intrathecal, intraarticular injection or gastrointestinal (enteral) infusion in the home setting.
21. 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**).
22. Allergy serum and allergy testing materials. However, You do have certain benefits available under **Allergy Care** in **COVERED SERVICES AND BENEFITS**.
23. Athletic performance enhancement drugs.
24. 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.
25. Any prescription antiseptic or fluoride mouthwashes, mouth rinses or topical oral solutions or preparations.
26. Fluoride supplements except as required by law.
27. Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.

28. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss or dietary control.
29. Drugs to treat sexual dysfunction including but not limited to sildenafil citrate, phentolamine, apomorphine, and alprostadil in oral and topical form.
30. Drugs for the treatment of Infertility (oral and injectable).
31. Prescription Orders which do not meet the required step therapy criteria.
32. Prescription Orders which do not meet the required Prior Authorization criteria.
33. Replacement of drugs or other items that have been lost, stolen, destroyed or misplaced.
34. Shipping, handling or delivery charges.
35. Certain drug classes where there is an over-the-counter alternative available.
36. Prescription Orders written by a member of Your immediate family, or a self-prescribed Prescription Order.
37. Institutional packs and drugs which are repackaged by anyone other than the original manufacturer.
38. Drugs determined by HMO to have inferior efficacy or significant safety issues.
39. Bulk powders.
40. Diagnostic agents. This exclusion does not apply to diabetic test strips.
41. Self-administered drugs dispensed or administered by a Physician in his/her office.
42. Drugs that are not considered Medically Necessary or treatment recommendations that are not supported by evidence-based guidelines or clinical practice guidelines.
43. Some drugs have therapeutic equivalents/therapeutic alternatives. In some cases, Blue Cross and Blue Shield may limit benefits to only certain therapeutic equivalents/therapeutic alternatives. If You do not choose the therapeutic equivalents/therapeutic alternatives that are covered under Your benefit, the drug purchased will not be covered under any Benefit level.

Termination of Coverage

If this Evidence of Coverage is terminated for nonpayment of Premium, Your coverage shall be terminated effective after the last day of the grace period. In the event You are receiving a Premium Tax Credit, You have a three-month grace period, or such other grace period, if any, permitted by applicable law or regulatory guidance. 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 You. Refer to **HOW THE PLAN WORKS** for additional information regarding grace periods.

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

Non-Renewal of All Coverage

HMO may not renew this Evidence of Coverage if HMO elects to discontinue this type of coverage issued hereunder in the Service Area, but only if coverage is discontinued uniformly without regard to the health status related factors of a covered individual. HMO may cancel coverage after ninety (90) days prior written notice of termination, or such other notice, if any, permitted by applicable law or regulatory guidance. HMO must offer each Member on a guaranteed issue basis the option to purchase any other individual coverage offered by the HMO in the same Service Area.

HMO may elect to discontinue all individual HMO contracts issued in the Service Area, but only if coverage is discontinued uniformly without regard to the health status related factors of a covered individual. HMO may cancel coverage after one hundred eighty (180) days prior written notice of termination, or such other notice, if any, permitted by applicable law or regulatory guidance.

Member Termination in a Qualified Health Plan

If Your coverage in this QHP is terminated by HMO, You will be provided with a written notice of termination of coverage, or such other notice, if any, permitted by applicable law or regulatory guidance that includes the reason for termination. HMO will also notify the Exchange of the termination.

You and Your covered Dependent's coverage will be terminated due to the following events and will end on the dates specified below:

1. You terminate Your coverage in this QHP, including as a result of Your obtaining other Minimum Essential Coverage, with reasonable, appropriate notice to the Exchange and HMO. For the purposes of this section, reasonable notice is defined as 14 days from the requested effective date of termination.

   The last day of coverage will be:

   - the termination date specified by You, if You provide reasonable notice;
   - 14 days after the termination is requested by You, if You do not provide reasonable notice; or
   - on a date determined by HMO, if HMO is able to effectuate termination in fewer than 14 days and You request an earlier termination effective date.

2. When You are no longer eligible for QHP coverage through the Exchange. The last day of coverage is the last day of the month following the month in which the notice is sent by the Exchange unless You request an earlier termination effective date.

3. When HMO does not receive the Premium payment on time (Refer to **HOW THE PLAN WORKS**; Premium Payments for additional information).

4. Your coverage has been rescinded.

5. You change from one QHP to another during an annual Open Enrollment Period or special enrollment period. The last day of coverage in Your prior QHP is the day before the Effective Date of Coverage in Your new QHP.
6. Events otherwise provided for under federal or state law or as Exchange rules may dictate.

Member Termination by HMO

HMO may terminate this Evidence of Coverage for a Member in the case of:

Cause	Effective Date of Termination
(1) Fraud or intentional misrepresentation of a material fact, except as described in **Incontestability** of this Evidence of Coverage	After fifteen (15) days written notice
(2) Fraud in the use of services or facilities	After fifteen (15) days written notice
(3) Failure to meet eligibility requirements	Immediately
(4) A Member not residing, living or working in the Service Area of the HMO, but only if coverage is terminated uniformly without regard to any health status-related factor of the Member.	After thirty (30) days written notice, except for a child who is subject of a medical support order and cannot be terminated solely because the child does not reside, live or work in the Service Area

In the event that there is a conflict between **Member Termination in a Qualified Health Plan** and **Member Termination by HMO** sections above, the provision that is most favorable to the Member will apply.

Renewal of Member Coverage.

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

Continuation of Coverage

If a covered person's coverage terminates due to a change in marital status You may be issued coverage that most nearly approximates the coverage of the Evidence of Coverage which was in effect prior to the change in marital status without furnishing evidence of insurability. In order to convert, You must continue to reside, live or work in the Service Area, submit a completed application within thirty-one (31) days after the date of the change in marital status and submit Premium payments required under such Evidence of Coverage. The effective date of such coverage shall be the Effective Date of Coverage under the prior Evidence of Coverage.

Reinstatement

In any case where termination resulted from failure to make timely payment of Premium, the subsequent acceptance of such Premium payments by HMO or our duly authorized agents shall reinstate the coverage. For purposes of this provision, mere receipt and/or negotiation of a late Premium payment does not constitute acceptance. The reinstated Evidence of Coverage shall cover only loss resulting from injury as may be sustained after the date of reinstatement and loss due to sickness as may begin more than ten days after such date. In all other respects, the Subscriber and HMO shall have the same rights hereunder as they had under the Evidence of Coverage immediately before the due date of the defaulted Premiums, including the right of the Subscriber to apply the period of time this Evidence of Coverage was in effect immediately before the due date of the defaulted Premiums toward satisfaction of any waiting periods for benefits, if any, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any Premium payments accepted in connection with a reinstatement shall be applied to a period for which Premiums have not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

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 Coordination of Benefits 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. An expense that is not covered by any plan covering the person is not an Allowable Expense. In addition, any expense that a health care Provider or Physician by law or in accord with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

1. The difference between the cost of a semi-private Hospital room and a private Hospital room is not an Allowable Expense, unless one of the plans provides coverage for private Hospital room expenses.
2. If a person is covered by two or more plans that do not have negotiated fees and compute their benefit payments based on the usual and customary fees, Allowed Amounts, or relative value schedule reimbursement methodology, or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If a person is covered by one plan that does not have negotiated fees and that calculates its benefits or services based on usual and customary fees, Allowed Amounts, relative value schedule reimbursement methodology, or other similar reimbursement methodology, and another plan that provides its benefits or services based on negotiated fees, the primary plan's payment arrangement must be the Allowable Expense for all plans. However, if the health care Provider or Physician has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the health care Provider's or Physician's contract permits, the negotiated fee or payment must be the Allowable Expense used by the secondary plan to determine its benefits.
5. The amount of any benefit reduction by the primary plan because a covered person has failed to comply with the plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, Prior Authorization of admissions, and preferred health care Provider and Physician arrangements.

Allowed Amount means the amount of a billed charge that a carrier determines to be covered for services provided by a nonpreferred health care Provider or Physician. The Allowed Amount includes both the carrier's payment and any applicable Deductible, Copayment, or Coinsurance amounts for which the insured is responsible.

Closed Panel Health Care Plan means a plan that provides health care benefits to covered persons primarily in the form of services through a panel of health care Providers and Physicians that have contracted with or are employed by the Health Care Plan, and that excludes coverage for services provided by other health care Providers and Physicians, except in cases of emergency or Referral by a panel member.

Custodial Parent means the parent with the right to designate the primary residence of a child by a court order under the Texas Family Code or other applicable law, or in the absence of a court order, is the parent with whom the child resides more than one-half of the Calendar Year, excluding any temporary visitation.

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.

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

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

HMO has the right to coordinate benefits between This Health Care Plan and any other Health Care Plan covering You. When a person is covered by two or more plans, the rules establishing the order of benefit determination between this Evidence of Coverage 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 Evidence of Coverage unless the provisions of both Health Care Plans state that the complying Health Care Plan is primary.

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.

3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage must be excess to any other parts of the Health Care Plan provided by the contract holder. Examples of these types of situations are major

medical coverages that are superimposed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Health Care Plan to provide out-of-network benefits.

4. A Health Care Plan may consider the benefits paid or provided by another Health Care Plan in calculating payment of its benefits only when it is secondary to that other Health Care Plan.

5. If the primary Health Care Plan is a Closed Panel Health Care Plan and the secondary Health Care Plan is not, the secondary Health Care Plan must pay or provide benefits as if it were the primary Health Care Plan when a covered person uses a noncontracted health care Provider or Physician, except for emergency services or authorized Referrals that are paid or provided by the primary Health Care Plan.

6. When multiple contracts providing coordinated coverage are treated as a single Health Care Plan under this subchapter, this section applies only to the Health Care Plan as a whole, and coordination among the component contracts is governed by the terms of the contracts. If more than one carrier pays or provides benefits under the Health Care Plan, the carrier designated as primary within the Health Care Plan must be responsible for the Health Care Plan's compliance with this subchapter.

7. If a person is covered by more than one secondary Health Care Plan, the order of benefit determination rules below decide the order in which secondary Health Care Plans' benefits are determined in relation to each other. Each secondary Health Care Plan must take into consideration the benefits of the primary Health Care Plan or Health Care Plans and the benefits of any other Health Care Plan that, under the rules of this contract, has its benefits determined before those of that secondary Health Care Plan.

The order of benefits for Your claim relating to **paragraphs 1 through 7** 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 non-Custodial Parent; then
   - the Health Care Plan covering the spouse of the non-Custodial 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.

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 non-panel 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.

If inpatient care began when You were enrolled in a previous Health Care Plan, after You make Your Copayment under this Evidence of Coverage, HMO will pay the difference between benefits under this Evidence of Coverage and benefits under the previous contract or insurance policy for services on or after the effective date of this Evidence of Coverage.

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

For purposes of this provision, HMO may, subject to applicable confidentiality requirements set forth in this Evidence of Coverage, release to or obtain from any insurance company or other organization necessary information under this provision. If You claim benefits under this Evidence of Coverage, 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 Evidence of Coverage.

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 insurance company or companies; or any Physician or Provider to which such payments were made.

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

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 Evidence of Coverage may be reduced accordingly.

Reimbursement - Acts of Third Parties

HMO will provide services to You due to the act or omissions 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, subject to the provisions of Section 140.005 of the Civil Practice and Remedies Code:

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 Evidence of Coverage. 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.

Actuarial Value

The use of a metallic name, such as Platinum, Gold, Silver or Bronze, or other statements with respect to a Health Benefit Plan's actuarial value, is not an indicator of the actual amount of expenses that a particular person will be

responsible to pay out of his/her own pocket. A person's out of pocket expenses will vary depending on many factors, such as the particular health care services, health care Providers and particular benefit plan chosen. Please note that metallic names reflect only an approximation of the actuarial value of a particular benefit plan.

Assignment

This Evidence of Coverage is not assignable by a Member without the written consent of HMO.

Cancellation

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

Clerical Error

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

Entire Evidence of Coverage

This Evidence of Coverage, any attachments, amendments, and the 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.

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 Evidence of Coverage 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 Evidence of Coverage 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 Evidence of Coverage

No agent or employee of HMO is authorized to change the form or content of this Evidence of Coverage 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 Evidence of Coverage, 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).

Identity Theft Protection

As a Member, BCBSTX makes available at no additional cost to You, identity theft protection services, including credit monitoring, fraud detection, credit/identity repair and insurance to help protect Your information. These identity theft protection services are currently provided by BCBSTX's designated outside vendor and acceptance or declination of these services is optional to the Member. Members who wish to accept such identity theft protection services will need to individually enroll in the program online at www.bcbstx.com or telephonically by

calling the number on the back of Your identification card. Services may automatically end when the person is no longer an eligible Member. Services may change or be discontinued at any time with reasonable notice. BCBSTX does not guarantee that a particular vendor or service will be available at any given time.

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 application signed by Subscriber and a signed copy of the 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 Evidence of Coverage

The laws of the state of Texas shall be applied to interpretations of this Evidence of Coverage. Where applicable, the interpretation of this Evidence of Coverage shall be guided by the direct-service nature of HMO's operations as opposed to a health insurance program. If the Evidence of Coverage contains any provision not in conformity with the Texas Health Maintenance Organization Act or other applicable laws, the Evidence of Coverage 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. Changes in state or federal law or regulations, or interpretation thereof, may change the terms and conditions of coverage.

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 Evidence of Coverage, or in the performance of any duty of responsibility contemplated by this Evidence of Coverage, shall be limited to the maximum benefits which should have been paid under the Evidence of Coverage 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.

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 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 Subscriber. 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 Evidence of Coverage the Subscriber 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.

Modifications

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

Non-Agency

The Member understands that this Evidence of Coverage constitutes an Evidence of Coverage solely between the Member and Blue Cross and Blue Shield of Texas (BCBSTX). BCBSTX is a Division of Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC), an Independent Licensee of the Blue Cross and Blue Shield Association. The license from the Association permits Blue Cross and Blue Shield of Texas to use the Blue Cross and Blue Shield Service Marks in the State of Texas. BCBSTX is not contracting as the agent of the Association. The Member also understands that he has not entered into this Evidence of Coverage based upon representations by any person other than BCBSTX. No person, entity, or organization other than BCBSTX shall be held accountable or liable to the Member for any of its obligations created under this Evidence of Coverage. This section shall not create any additional obligations whatsoever on the part of BCBSTX other than those obligations created under other provisions of this Evidence of Coverage.

Notice

You may send a notice to HMO via first-class mail, postage prepaid through the United States Postal Service to the address on the face page of this Evidence of Coverage.

HMO may send You notices under this Evidence of Coverage. These notices may be delivered:

- through the United States Postal Service at the last address known to HMO; or
- electronically, if permitted by applicable law.

Paper Check – Automatic Clearing House/Electronic Funds Transfer

BCBSTX will not charge an additional fee to a Payee if such person elects to receive the payment by paper check instead of by an automated clearinghouse transaction or other electronic funds transfer.

In addition to the **DEFINITIONS** of this Evidence of Coverage, the following definition is applicable to this provision:

- "Payee" means individual who resides in this state or a corporation, trust, partnership, association, or other private legal entity authorized to do business in this state that receives money as payment under an agreement.

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.

Premium Rebates and Premium Abatements

Rebate. In the event federal or state law requires Blue Cross and Blue Shield of Texas (BCBSTX) to rebate a portion of annual Premiums paid, BCBSTX will directly provide any rebate owed Subscribers or former Subscribers to such persons in amounts as required by law.

If any rebate is owed a Subscriber or former Subscriber, BCBSTX will provide the rebate to the Subscriber or former Subscriber as required by law.

BCBSTX will provide any rebate owed to a Subscriber in the form of a Premium credit, lump-sum check or, if a Subscriber paid the Premium using a credit card or direct debit, by lump-sum reimbursement to the account used to pay the Premium. However, BCBSTX will provide any rebate owed to a former Subscriber in the form of lump-sum check or lump-sum reimbursement using the same method used for payment, such as credit card or direct debit.

If a rebate is provided in the form of a Premium credit, BCBSTX will provide any rebate by applying the full amount due to the first Premium payment due as required by law. If the rebate owed is greater than the Premium due, BCBSTX will apply any overage to succeeding Premium payments until the full amount of the rebate has been credited.

At the time any rebate is provided, BCBSTX will provide to each BCBSTX Subscriber or former Subscriber who receives a rebate a notice containing at least the following information:

- a general description of the concept of an MLR;
- the purpose of setting an MLR standard;
- the applicable MLR standard;
- BCBSTX's MLR;
- BCBSTX's aggregate Premium revenue as reported under federal MLR regulations (minus any federal and state taxes and licensing and regulatory fees that may be excluded from Premium revenue under those regulations); and
- the rebate percentage and amount owed based upon the difference between the BCBSTX's MLR and the applicable MLR standard.

Abatement. BCBSTX may from time to time determine to abate (in whole or in part) the Premium due under this Contract for particular period(s).

Any abatement of Premium by BCBSTX represents a determination by BCBSTX not to collect Premium for the applicable period(s) and does not affect a reduction in the rates under this contract. An abatement for one period shall not constitute a precedent or create an expectation or right as to any abatement in any future period(s).

BCBSTX makes no representation or warranty that any rebate or abatement owed or provided is exempt from any federal, state, or local taxes (including any related notice, withholding or reporting requirements). It will be the obligation of each Subscriber or former Subscriber (if applicable) owed or provided a rebate or an abatement to determine the applicability of and comply with any applicable federal, state or local laws or regulations.

Refund of Benefit Payments

If BCBSTX pays benefits for Covered Services incurred by You or Your Dependents and it is found that the payment was more than it should have been, or was made in error ("Overpayment"), BCBSTX has the right to obtain a refund of the Overpayment from: (i) any insurance company or plan, or (ii) any other persons, entities or organizations, including, but not limited to, Participating Providers or non-Participating Providers to which such payments were made.

If no refund is received, BCBSTX (in its capacity as HMO, insurer, or administrator) has the right to deduct any refund for any Overpayment due, up to an amount equal to the Overpayment, from:

- any future benefit payment made to any person or entity under this Evidence of Coverage, whether for the same or a different Member; or
- any future benefit payment made to any person or entity under another BCBSTX-administered ASO benefit program and/or BCBSTX-administered insured benefit program or policy; or
- any future benefit payment made to any person or entity under another BCBSTX-insured group benefit plan or individual policy; or
- any future benefit payment, or other payment, made to any person or entity; or
- any future payment owed to one or more Participating Providers or non-Participating Providers.

Further, BCBSTX has the right to reduce Your benefit plan's or policy's payment to a Provider by the amount necessary to recover another BCBSTX plan's or policy's overpayment to the same Provider and to remit the recovered amount to the other BCBSTX plan or policy.

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.

If this plan is purchased through the Exchange, in no event shall HMO be considered the agent of the Exchange or be responsible for the Exchange. All information You provide to the Exchange and received by HMO from the Exchange will be relied upon as accurate and complete. The Member will promptly notify the Exchange and HMO of any changes to such information.

Reports and Records

HMO is entitled to receive from any Provider of services to Members, information reasonably necessary to administer this Evidence of Coverage subject to all applicable confidentiality requirements described below. By accepting coverage under this Evidence of Coverage, 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.

Rescission of Coverage

Rescission is the retroactive cancellation or discontinuance of coverage due to an act, practice, or omission that constitutes fraud or an intentional misrepresentation of a material fact by You or by a person seeking coverage on Your behalf. A retroactive cancellation or discontinuance of coverage due to failure to timely pay required Premiums or contributions toward the cost of coverage (including COBRA Premiums), a cancellation or discontinuance initiated by You or Your authorized representative, a cancellation initiated by the Exchange or a prospective cancellation or discontinuance of coverage is not considered a Rescission. Rescission is subject to 30 days' prior notification and is retroactive to the Effective Date. In the event of such cancellation, HMO may deduct from the Premium refund any amounts made in claim payments during this period and You may be liable for any claims payment amount greater than the total amount of Premiums paid during the period for which cancellation is affected. At any time when HMO is entitled to rescind coverage already in force, or is otherwise permitted to make retroactive changes to this Evidence of Coverage, HMO may at its option make an offer to reform the Evidence of Coverage already in force and/or change the rating category/level. In the event of reformation, the Evidence of Coverage will be reissued retroactive in the form it would have been issued had the misstated or omitted information been known at the time of application. Please call HMO at the toll-free number listed on the back of Your identification card for additional information regarding Your appeal rights concerning Rescission and/or reformation.

Subtitles

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

Transfer of Residence

- **Within the HMO Service Area:** If Subscriber changes primary residence, notification must be made to HMO and the Exchange within sixty (60) days of such change.
- **Outside the HMO Service Area:** If Subscriber no longer resides, lives or works in the Service Area, such change will result in loss of eligibility and Subscriber must notify HMO and the Exchange within sixty (60) days of such change.

PEDIATRIC VISION CARE BENEFITS

PEDIATRIC VISION CARE BENEFITS

Pediatric Vision Care is made part of, and is in addition to any information You may have in Your HMO Evidence of Coverage. Information about coverage for the routine vision care services are outlined below and are specifically excluded under Your medical health care plan. (Services that are covered under Your medical plan are not covered under this *Pediatric Vision Care Benefit*.) All provisions in the Evidence of Coverage apply to *Pediatric Vision Care Benefits* unless specifically indicated otherwise below.

Definitions

Eye Care Expenses – For purposes of this Pediatric Vision Care Benefit - Expenses related to vision or medical eye care services, procedures, or products.

Medically Necessary Contact Lenses – Contact lenses may be determined to be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. In general, contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Contact lenses may be determined to be Medically Necessary in the treatment of the following conditions: keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, irregular astigmatism.

Provider – For purposes of this *Pediatric Vision Care Benefit,* a licensed therapeutic optometrist, ophthalmologist or optometrist operating within the scope of his or her license, or a dispensing optician.

Vision Materials – Corrective lenses and/or frames or contact lenses.

Eligibility

Children who are covered under Your Evidence of Coverage, to age 19, are eligible for coverage under this *Pediatric Vision Care Benefit.* NOTE: Once coverage is lost under Your Evidence of Coverage, all benefits cease under this *Pediatric Vision Care Benefit.*

Limitations and Exclusions

The limitations and exclusions in this section apply to all pediatric vision benefits. Although HMO may list a specific service as a benefit, HMO will not cover it unless we determine it is necessary for the prevention, diagnosis, care or treatment of a covered condition.

We do not cover the following:

- any vision service, treatment or materials not specifically listed as a covered service;
- services and materials that are Experimental/Investigational;
- services and materials that are rendered prior to Your effective date;
- services and materials incurred after the termination date of Your coverage unless otherwise indicated;
- services and materials not meeting accepted standards of optometric practice;
- services and materials resulting from Your failure to comply with professionally prescribed treatment;
- telephone consultations;
- any charges for failure to keep a scheduled appointment;
- any services that are strictly cosmetic in nature including, but not limited to, charges for personalization or characterization of Prosthetic Appliances;
- office infection control charges;
- charges for copies of Your records, charts, or any costs associated with forwarding/mailing copies of Your records or charts;
- state or territorial taxes on vision services performed;
- medical treatment of eye disease or injury;

- visual therapy;
- special lens designs or coatings other than those described in this benefit;
- replacement of lost/stolen eyewear;
- non-prescription (Plano) lenses;
- non-prescription sunglasses;
- two pairs of eyeglasses in lieu of bifocals;
- services not performed by licensed personnel;
- prosthetic devices and services;
- insurance of contact lenses;
- professional services You receive from immediate relatives or household members, such as a spouse, parent, child, brother or sister, by blood, marriage or adoption;
- orthoptic or vision training;
- aniseikonic spectacle lenses.

How the Vision Benefits Work

You may visit any Participating Provider and receive benefits for a vision examination and covered Vision Materials.

Before You go to a Participating Provider for an eye examination, eyeglasses, or contact lenses, please call ahead for an appointment. When You arrive, show the receptionist Your identification card. If You forget to take Your card, be sure to say that You are a Member of the HMO vision care plan so that Your eligibility can be verified.

For the most current list of Participating Providers visit the website at 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.

You may receive Your eye examination and eyeglasses/contacts on different dates or through different Provider locations, if desired. However, complete eyeglasses must be obtained at one time, from one Participating Provider. Continuity of care will best be maintained when all available services are obtained at one time from one Participating Provider and there may be additional professional charges if You seek contact lenses from a Participating Provider other than the one who performed Your eye examination.

Fees charged for services other than a covered vision examination or covered Vision Materials, and amounts in excess of those payable under this *Pediatric Vision Care Benefit,* must be paid in full by You to the Provider, whether or not the Provider participates in the vision care plan. These *Pediatric Vision Care Benefits* may not be combined with any discount, promotional offering, or other group benefit plans. Allowances are one-time use benefits; no remaining balances are carried over to be used later.

Coordination of Benefits

If You are covered by at least two different benefit plans that provide benefits for Eye Care Expenses and each plan provides coverage for the same vision or medical eye care services, procedures or products:

- The issuer of the primary Health Benefit Plan or vision benefit plan, as described in the **COORDINATION OF BENEFITS** section of this Evidence of Coverage, is responsible for Eye Care Expenses covered under the plan up to the full amount of any plan coverage limit applicable to the covered Eye Care Expenses.
- Before the plan coverage limit described above is reached, the issuer of a secondary Health Benefit Plan or vision benefit plan is responsible only for Eye Care Expenses covered under the plan that are not covered under the Health Benefit Plan or vision benefit plan issued by the primary plan issuer.
- After the plan coverage limit described above has been reached, the secondary plan issuer, in addition to the responsibilities for services not covered by the primary plan but covered by the secondary plan, is responsible for any Eye Care Expenses covered by both plans that exceed the plan coverage limit of the primary plan, up to the coverage limit of the secondary plan.

PEDIATRIC VISION CARE BENEFITS

- When an You are covered by more than one Health Benefit Plan or vision benefit plan that provides benefits for Eye Care Expenses, You may use each plan on the same date of service up to the coverage limit of each plan.
- A vision benefit plan issuer shall coordinate benefits with a Health Benefit Plan issuer if both provide benefits for Eye Care Expenses.
- A vision benefit plan issuer may not require a claim denial before adjudicating a claim up to the coverage limit of the plan.
- Nothing in this section prevents a secondary plan issuer from requiring proof that a related claim has been submitted to a primary plan issuer for purposes of determining the remaining balance up to the secondary plan's coverage limits.
- If a secondary plan issuer requires proof that a related claim has been submitted to a primary plan issuer, the mechanism of providing proof must be through an online submission.

Schedule of Pediatric Vision Copayments and Benefit Limits

Vision Care Services	**Member Cost or Discount** (When a fixed-dollar Copay is due from the Member, the remainder is payable by HMO up to the covered charge*)	**Out-of-Network Allowance** (maximum reimbursement amount payable by HMO, not to exceed the retail cost)**
Exam (with dilation as necessary):	No Copay	$30 reimbursement
Frames:		
Provider Designated frame	No Copay	$75 reimbursement
Non-Provider Designated frame	You receive 20% off balance of retail cost over $150 allowance	$75 reimbursement
Frequency: Examination, Lenses/Frames, or Contact Lenses	Once every Calendar Year	
Standard Plastic, Glass, or Poly Spectacle Lenses:		
Single Vision	No Copay	$25 reimbursement
Bifocal	No Copay	$40 reimbursement
Trifocal	No Copay	$55 reimbursement
Lenticular	No Copay	$55 reimbursement
Note: Lenses include ultraviolet protective coating, fashion and gradient tinting, oversized and glass-grey #3 prescription sunglasses lenses.		
Lens Options (added to lens prices above):		
Tint (Solid and Gradient)	No Copay	$12 reimbursement

Standard Plastic Scratch Coating	No Copay	$12 reimbursement
Standard Polycarbonate	No Copay	$32 reimbursement
Contact Lenses: covered once every Calendar Year – in lieu of spectacle lenses		
Elective:		
Conventional	You receive 15% off balance of retail cost over $150 allowance	$150 reimbursement
Disposable	$150 allowance	$150 reimbursement
Medically Necessary Contact Lenses – Prior Authorization is required	Covered	$210 reimbursement
Note: Additional benefits over allowance are available from Participating Providers		
Routine eye exams do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient.		

Additional Benefits
Medically Necessary Contact Lenses are dispensed in lieu of other eyewear. Participating Providers will obtain the necessary Prior Authorization for these services.
Low Vision: Low vision is a significant loss of vision but not total blindness. Ophthalmologists and optometrists specializing in low vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for our Members with low vision. After Prior Authorization, covered low vision services will include one comprehensive low vision evaluation every 5 years, low vision aid items such as high-power spectacles, magnifiers and telescopes; and follow-up care – four visits in any five-year period. Participating Providers will obtain the necessary Prior Authorization for these services.
Warranty: Warranty limitations may apply to Provider or retailer supplied frames and/or eyeglass lenses. Please ask Your Provider for details of the warranty that is available to You.

* The “covered charge” is the rate negotiated with Participating Providers for a particular covered service.
** HMO pays the lesser of the maximum allowance noted or the retail cost. Retail prices vary by location.

NOTICE OF RIGHT TO AN ADEQUATE NETWORK

A health maintenance organization (HMO) plan provides no benefits for services you receive from out-of-network physicians or providers, with specific exceptions as described in your Evidence of Coverage and below.

- You have the right to an adequate network of in-network physicians and providers (known as *network Physicians and Providers*).
- If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.
- If your HMO approves a Referral for out-of-network services because no network physician or provider is available, or if you have received out-of-network emergency care, the HMO must, in most cases, resolve the out-of-network physician's or provider's bill so that you only have to pay any applicable in-network copayment, coinsurance, and deductible amounts.

You may obtain a current directory of network physicians and providers at the following website: www.bcbstx.com/find-a-doctor-or-hospital or by calling 1-888-697-0683 for assistance in finding available network physicians and providers. If you relied on materially inaccurate directory information, you may be entitled to have a claim by an out-of-network physician or provider paid as if it were from a network physician or provider, if you present a copy of the inaccurate directory information to the HMO, dated not more than 30 days before you received the service.

AMENDMENTS

Major Medical Expense Policy

This Policy is subject to: (1) the right to adjust the Premium on renewal upon 60 days' notice and as otherwise allowed or specified in **HOW THE PLAN WORKS**. Such adjustments in rates shall become effective on the date specified in said notice; (2) guaranteed renewability and termination of coverage in accordance with the Guaranteed Renewability and Termination of Coverage section, and (3) Utilization Management section.

BLUE CROSS AND BLUE SHIELD OF TEXAS
A DIVISION OF HEALTH CARE SERVICE CORPORATION
(herein called "BCBSTX")
1001 East Lookout Drive
Richardson, Texas 75082
1-888-697-0683
www.bcbstx.com

MAJOR MEDICAL EXPENSE POLICY

NOTICE TO CONSUMER

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

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If You are eligible for Medicare, review the Guide to Health Insurance for people with Medicare available from BCBSTX.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation ("BCBSTX") agrees to provide You coverage for benefits in accordance with the conditions, rights, and privileges set forth in this Major Medical Expense Policy (herein referred to as "Policy"). The Policy determines the terms and conditions of coverage. Provisions of this Policy include the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any amendments, or attachments, which may be delivered with the Policy or added later. This Policy is currently certified by the Exchange as a Qualified Health Plan.

Notice of Ten-Day Right To Examine. Within ten days after its delivery to You, this Policy may be surrendered by returning it to BCBSTX at our administrative office, agent, or the entity through whom it was purchased. Upon such surrender, any Premiums paid will be returned. Subscriber is responsible for repaying BCBSTX for any services rendered or claims paid by BCBSTX on behalf of the Subscriber, or any Dependents, during the ten-day examination period.

IN CONSIDERATION of the payment of Premiums in accordance with the provisions hereof, this Policy 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**, coverage is not provided for any services received before coverage starts or after coverage ends.

Certain words have specific meanings in this Policy. Defined terms are capitalized and shown in the appropriate provision or in the **DEFINITIONS** section and in the amendments or attachments to this Policy, if applicable. Any reference to "applicable law" will include applicable laws and rules, including but not limited to statutes, ordinances, and administrative decisions and regulations. Hereinafter, we refer to the Health Insurance Marketplace as "Exchange".

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

Please read this entire Policy carefully, as it describes Your rights and obligations and those of BCBSTX. It is Your responsibility to understand these terms and conditions, because in some circumstances, certain medical services are not covered or may require Prior Authorization by BCBSTX.

No services are covered by this Policy if current Premiums have not been paid. If the Policy is terminated for nonpayment of Premium, You are responsible for the cost of services received during the grace period described in **HOW THE PLAN WORKS**.

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

No Provider, institution, facility or agency is an agent or employee of BCBSTX.

Have a complaint or need help?

If You have a problem with a claim or Your Premium, call Your insurance company or HMO first. If You can't work out the issue, the Texas Department of Insurance may be able to help.

Even if You file a complaint with the Texas Department of Insurance, You should also file a complaint or appeal through Your insurance company or HMO. If You don't, You may lose Your right to appeal.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation
To get information or file a complaint with Your insurance company or HMO:

Call: Blue Cross and Blue Shield of Texas
Toll-Free: 1-888-697-0683
Email: BCBSTXComplaints@bcbstx.com
Mail: P. O. Box 660044, Dallas, TX 75266-0044

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP,
Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Blue Cross and Blue Shield of Texas
Teléfono gratuito: 1-888-697-0683
Correo electrónico: BCBSTXComplaints@bcbstx.com
Dirección postal: P. O. Box 660044, Dallas, TX 75266-0044

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

TABLE OF CONTENTS

IMPORTANT NOTICE

SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS…….ENCLOSURE

DEFINITIONS **1**

WHO GETS BENEFITS **13**

HOW THE PLAN WORKS **16**

COMPLAINT AND APPEAL PROCEDURES **25**

COVERED SERVICES AND BENEFITS **32**

LIMITATIONS AND EXCLUSIONS **46**

PHARMACY BENEFITS **51**

GENERAL PROVISIONS **63**

PEDIATRIC VISION CARE BENEFITS **77**

NOTICE OF RIGHT TO AN ADEQUATE NETWORK **81**

AMENDMENTS



BlueCross BlueShield of Texas

Blue Advantage Plus Gold℠ Standard

The following Benefit Highlights summarizes the coverage available under the Major Medical Expense Policy portion of the offered Blue Advantage Plus plan. The Policy documents you will receive after you enroll will provide more detailed information about this plan. Some services may require Prior Authorization by BCBSTX. This summary should be reviewed along with the Limitations and Exclusions.

IMPORTANT NOTE: Copayment/Coinsurance shown below indicates the amount You are required to pay, are expressed as either a fixed dollar amount or a percentage of the Allowable Amount and will be applied for each occurrence unless otherwise indicated. Copayments/Coinsurance, Deductibles and out-of-pocket maximums may be adjusted for various reasons as permitted by applicable law. Any day or visit limits or Calendar Year maximum amounts indicated will be shared between the coverage provided by this Policy and Your HMO Evidence of Coverage.

Out-of-Pocket Maximums Per Calendar Year including Pharmacy Benefits	
Per Individual Member	$0
Per Family	$0
Deductibles Per Calendar Year	
Per Individual Member	$0
Per Family	$0
Professional Services	
Primary Care Physician/Practitioner (“PCP”) Office or Home Visit	No Copay
Specialist Physician (“Specialist”) Office or Home Visit	No Copay
Inpatient Hospital Services	
Inpatient Hospital Services, for each admission	No Copay
Outpatient Facility Services	
Outpatient Surgery	No Copay
Outpatient Surgery - Physician	No Copay
Outpatient Infusion Therapy	No Copay
-Radiation Therapy **-Dialysis** **-Urgent Care Facility Services**	No Copay

Outpatient Laboratory and X-Ray Services	
Computerized Tomography (CT Scan), Computerized Tomography Angiography (CTA), Magnetic Resonance Angiography (MRA), Magnetic Resonance Imaging (MRI), Positron Emission Tomography (PET Scan), SPECT/Nuclear Cardiology studies, per procedure	No Copay
Other X-Ray Services - **Outpatient Lab**	No Copay
Outpatient Lab	No Copay
Rehabilitation Services and Habilitation Services	
Rehabilitation Services, Habilitation Services and Therapies, per visit Limited to 35 visits per Calendar Year for Rehabilitation Services, including chiropractic services. Limited to 35 visits per Calendar Year for Habilitation Services, including chiropractic services. Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any Rehabilitation Services and Habilitation Services visit maximums.	No Copay; unless otherwise covered under **Inpatient Hospital Services**.
Maternity Care and Family Planning Services	
Maternity Care	
Prenatal and Postnatal Visit	No Copay for PCP or No Copay for Specialist
Inpatient Hospital Services, for each admission	No Copay
Family Planning Services	
• Diagnostic counseling, consultations and planning services • Insertion or removal of intrauterine device (IUD), including cost of device • Diaphragm or cervical cap fitting, including cost of device • Insertion or removal of birth control device implanted under the skin, including cost of device • Injectable contraceptive drugs, including cost of drug	No Copay for PCP or No Copay for Specialist; unless otherwise covered under Contraceptive Services described in **Health Maintenance and Preventive Services**.
• Vasectomy	No Copay for Inpatient Hospital Services or No Copay for Outpatient Surgery, as applicable.
Infertility Services	
• Diagnostic counseling, consultations, planning and treatment services	No Copay for PCP or No Copay for Specialist

Behavioral Health Services	
Outpatient Mental Health Care	No Copay for PCP office or home visit. Other Covered Services paid same as any other physical illness.
Inpatient Mental Health Care	No Copay
Serious Mental Illness	No Copay for PCP office or home visit. Other Covered Services paid same as any other physical illness.
Chemical Dependency Services	No Copay for PCP office or home visit. Other Covered Services paid same as any other physical illness.
Emergency Services	
Emergency Care (including emergency room services for Mental Health Care or Chemical Dependency)	Any charges described in the HMO Evidence of Coverage will apply.
Non-Emergency Care	No Copay
Urgent Care	
Urgent Care Services	No Copay Any additional charges as described in **Outpatient Laboratory and X-Ray Services** may also apply.
Ambulance Services	
Ambulance Services	Any charges described in the HMO Evidence of Coverage will apply.
Extended Care Services	
Skilled Nursing Facility Services, for each day, up to 25 days per Calendar Year	No Copay
Hospice Care, for each day	No Copay
Home Health Care, per visit, up to 60 visits per Calendar Year	No Copay
Health Maintenance and Preventive Services	
Well child care through age 17	No Copay
Periodic health assessments for Members age 18 and older	No Copay
Immunizations	
• Childhood immunizations required by law for Members through age 6	No Copay
• Immunizations for Members over age 6	No Copay
Bone mass measurement for osteoporosis	No Copay

Well-woman exam, once every twelve months, includes, but not limited to, exam for cervical cancer (Pap smear)	No Copay
Screening mammogram for female Members age 35 and over, and for female Members with other risk factors, once every twelve months	No Copay
• Outpatient facility or imaging centers	No Copay
Contraceptive Services and Supplies	
• Contraceptive education, counseling and certain female FDA approved contraceptive methods, female sterilization procedures and devices	No Copay
Breastfeeding Support, Counseling and Supplies	
• Electric breast pumps are limited to one per Calendar Year	No Copay
Hearing Loss	
• Screening test from birth through 30 days	No Copay
• Follow-up care from birth through 24 months	No Copay
Rectal screening for the detection of colorectal cancer for Members age 45 and older:	
• Annual fecal occult blood test, once every twelve months	No Copay
• Flexible sigmoidoscopy with hemoccult of the stool, limited to 1 every 5 years	No Copay
• Colonoscopy, limited to 1 every 10 years	No Copay
Eye and ear screenings for Members through age 17, once every twelve months	No Copay for PCP or No Copay for Specialist
Eye and ear screening for Members age 18 and older, once every two years (does not include refraction) Note: Covered children to age 19 do have additional benefits as described in **PEDIATRIC VISION CARE BENEFITS.**	No Copay for PCP or No Copay for Specialist
Early detection test for cardiovascular disease, limited to 1 every 5 years	
• Computer tomography (CT) scanning	No Copay
• Ultrasonography	No Copay
Early detection test for ovarian cancer (CA125 blood test), once every twelve months	No Copay for PCP or No Copay for Specialist Any additional charges as described in **Outpatient Laboratory and X-Ray Services** may also apply.
Exam for prostate cancer, once every twelve months	No Copay for PCP or No Copay for Specialist Any additional charges as described in **Outpatient Laboratory and X-Ray Services** may also apply.

Dental Surgical Procedures	
Dental Surgical Procedures (limited Covered Services)	No Copay for Inpatient Hospital Services, or No Copay for Outpatient Surgery, as applicable.
Cosmetic, Reconstructive or Plastic Surgery	
Cosmetic, Reconstructive or Plastic Surgery (limited Covered Services)	No Copay for Inpatient Hospital Services, or No Copay for Outpatient Surgery, as applicable.
Allergy Care	
Testing and Evaluation **Injections** **Serum**	No Copay
Diabetes Care	
Diabetes Self-Management Training, for each visit	No Copay for PCP or No Copay for Specialist
Diabetes Equipment	No Copay
Diabetes Supplies Some Diabetes Supplies are only available utilizing pharmacy benefits. You must pay the applicable **PHARMACY BENEFITS** amount shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences.	No Copay
Prosthetic Appliances and Orthotic Devices	
Prosthetic Appliances and Orthotic Devices	No Copay
Cochlear Implants Limit one (1) per impaired ear, with replacements as Medically Necessary or audiologically necessary.	No Copay Any Outpatient Surgery charges described in **Outpatient Facility Services** may also apply
Durable Medical Equipment	
Durable Medical Equipment	No Copay
Hearing Aids	
Hearing Aids Maximum benefit - one per ear, every 36 months	No Copay
Speech and Hearing Services	
Speech and Hearing Services Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any speech and hearing services visit maximums.	Benefits paid same as any other physical illness

Pharmacy Benefits

		Copayment (Prescription or Refill)
Retail Pharmacy Benefit payment amounts are based on a 30-day supply, up to a 30-day supply.	Tier 1 Tier 2 Tier 3	No Copay No Copay No Copay
Extended Supply	Tier 1 Tier 2 Tier 3	No Copay No Copay No Copay
Mail-Order Program	Tier 1 Tier 2 Tier 3	No Copay No Copay No Copay
Specialty Pharmacy Program Coverage for Specialty Drugs are limited to a 30-day supply. However, some Specialty Drugs have FDA approved dosing regimens exceeding the 30-day supply limits and may be allowed greater than a 30 day-supply, if allowed by your plan benefits. Cost share will be based on day supply (1-30 day supply, 31-60 day supply, 61-90 day supply) dispensed.	Tier 4	No Copay
Select Vaccinations	No Copay	

For additional information regarding the applicable Drug List, please call customer service or visit the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

The following refers to drugs as identified on the applicable Drug List.

Tier 1 – includes mostly Generic Drugs and may contain some Brand Name Drugs.

Tier 2 – includes mostly Brand Name Drugs (Preferred) and may contain some Generic Drugs.

Tier 3 – includes mostly Brand Name Drugs (Non-Preferred) and may contain some Generic Drugs.

Tier 4 – includes Specialty Drugs (Preferred) and may contain some Generic Drugs.

DEFINITIONS

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.

Advanced Practice Nurse (APN) means a registered nurse approved by the Texas Board of Nursing to practice as an Advanced Practice Nurse based on completing an advanced educational program acceptable to the Board. The term includes a nurse practitioner, nurse-midwife, nurse anesthetist, and a clinical nurse Specialist. An Advanced Practice Nurse is prepared to practice in an expanded role to provide health care to individuals, families, and/or groups in a variety of settings including but not limited to homes, Hospitals, institutions, offices, industry, schools, community agencies, public and private clinics, and private practice. An Advanced Practice Nurse acts independently and/or in collaboration with other Health Care Professionals in the delivery of health care services.

Allowable Amount means the maximum amount determined by BCBSTX to be eligible for consideration of payment for a particular service, supply, or procedure.

- ***For Hospitals and Facility Other Providers, Physicians, and Professional Other Providers contracting with BCBSTX in Texas or any other Blue Cross and Blue Shield Plan*** – The Allowable Amount is based on the terms of the Provider contract and the payment methodology in effect on the date of service. The payment methodology used may include diagnosis-related groups (DRG), fee schedule, package pricing, global pricing, per diems, case-rates, discounts, or other payment methodologies.

- ***For Hospitals and Facility Other Providers, Physicians, and Professional Other Providers not contracting with BCBSTX in Texas or any other Blue Cross and Blue Shield Plan outside of Texas (non-contracting Allowable Amount)*** – The Allowable Amount will be the lesser of: (i) the Provider's billed charges, or; (ii) the BCBSTX non-contracting Allowable Amount. Except as otherwise provided in this section, the non-contracting Allowable Amount is developed from base Medicare Participating reimbursements adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and will exclude any Medicare adjustment(s) which is/are based on information on the claim.

  Notwithstanding the preceding sentence, the non-contracting Allowable Amount for Home Health Care is developed from base Medicare national per visit amounts for low utilization payment adjustment, or LUPA, episodes by Home Health discipline type adjusted for duration and adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and shall be updated on a periodic basis.

  When a Medicare reimbursement rate is not available or is unable to be determined based on the information submitted on the claim, the Allowable Amount for non-contracting Providers will represent an average contract rate in aggregate for Network Providers adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and shall be updated not less than every two years.

  BCBSTX will utilize the same claim processing rules and/or edits that it utilizes in processing Participating Provider claims for processing claims submitted by non-contracted Providers which may also alter the Allowable Amount for a particular service. In the event BCBSTX does not have any claim edits or rules, BCBSTX may utilize the Medicare claim rules or edits that are used by Medicare in processing the claims. The Allowable Amount will not include any additional payments that may be permitted under the Medicare laws or regulations which are not directly attributable to a specific claim, including, but not limited to, disproportionate share and graduate medical education payments. Any change to the Medicare reimbursement amount will be implemented by BCBSTX within ninety (90) days after the effective date that such change is implemented by the Centers for Medicaid and Medicare Services, or its successor.

  The non-contracting Allowable Amount does not equate to the Provider's billed charges and Members receiving services from a non-contracted Provider will be responsible for the difference between the non-contracting Allowable Amount and the non-contracted Provider's billed charge, and this difference may be considerable. To find out the BCBSTX non-contracting Allowable Amount for a particular service, Members may call customer service at the number on the back of Your BCBSTX identification card.

Notwithstanding the above, where applicable state or federal law requires another standard for a non-contracting claim, the Allowable Amount shall be the lessor of billed charge or the amount prescribed by law.

- ***For multiple surgeries*** – The Allowable Amount for all surgical procedures performed on the same patient on the same day will be the amount for the single procedure with the highest Allowable Amount *plus* a determined percentage of the Allowable Amount ***for each*** of the other covered procedures performed.
- ***For procedures, services, or supplies provided to Medicare recipients*** – The Allowable Amount will not exceed Medicare's limiting charge.
- ***For Covered Drugs*** –The Allowable Amount will be based on the Blue Advantage HMO Participating Pharmacy contract rate.

Approved Clinical Trial means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition. The trial must be:

A. conducted under an Investigational new drug application reviewed by the United States Food and Drug Administration;
B. exempt from obtaining an Investigational new drug application; or
C. approved or funded by:
    1. the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, or a cooperative group or center of any of the foregoing entities;
    2. a cooperative group or center of the United States Department of Defense or the United States Department of Veterans Affairs;
    3. a qualified nongovernmental research entity identified in the guidelines issued by the National Institutes of Health for center support groups; or
    4. the United States Departments of Veterans Affairs, Defense, or Energy if the study or investigation has been reviewed and approved through a system of peer review determined by the United States Secretary of Health and Human Services to:

        a) be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and

        b) provide unbiased scientific review by individuals who have no interest in the outcome of the review.

D. conducted and approved by 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.

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.

Biomarker means a characteristic that is objectively measured and evaluated as an indicator of normal biological processes, pathogenic processes, or pharmacologic responses to the specific therapeutic intervention. Includes gene mutations and protein expression.

Biomarker Testing means the analysis of a patient's tissue, blood, or other biospecimen for the presence of a biomarker. The term includes single-analyte tests, multiplex panel tests and whole genome sequencing.

Blue Advantage Plus means the benefits provided under the Blue Advantage HMO Evidence of Coverage and the benefits provided under this Policy.

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 BCBSTX 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).

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

Cognitive Rehabilitation Therapy means services designed to address therapeutic cognitive activities, based on an assessment and understanding of the individual's brain-behavioral deficits.

Coinsurance means the percentage of the Allowable Amount required to be paid by You or on Your behalf at the time of service to a Provider in connection with Covered Services provided as described in **COVERED SERVICES AND BENEFITS**.

Community Reintegration Services means services that facilitate the continuum of care as an affected individual transitions into the community.

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.

Contract Month means the period of each succeeding month beginning on the Policy effective date.

Contracting Facility means a Hospital, a Facility Other Provider, or any other facility or institution with which BCBSTX has executed a written contract for the provision of care, services, or supplies furnished within the scope of its license for benefits available under the Plan. A Contracting Facility shall also include a Hospital or Facility Other Provider located outside the State of Texas, and with which any other Blue Cross Plan has executed such a written contract; provided, however, any such facility that fails to satisfy each and every requirement contained in

the definition of such institution or facility as provided in the Plan shall be deemed a Non-Contracting Facility regardless of the existence of a written contract with another Blue Cross Plan.

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 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 activities of daily living (e.g. bathing, eating, dressing, etc.).

Deductible means the dollar amount required to be paid by You or on Your behalf to a Provider before benefits are available in connection with Covered Services provided as described in **COVERED SERVICES AND BENEFITS** and **PHARMACY BENEFITS**.

Dependent(s) means the Subscriber's spouse or child who has been determined eligible to enroll through the Exchange in a Qualified Health Plan (QHP).

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 and who has been determined eligible for coverage by the Exchange.

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 Policy as shown on the records of BCBSTX.

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.

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.

Exchange (also known as health insurance marketplace) means a governmental agency or non-profit entity that meets the applicable Exchange standards, and other related standards established under applicable law, and makes Qualified Health Plans (QHPs) available to Qualified Individuals and qualified employers (as these terms are defined by applicable law). Unless otherwise identified, the term Exchange refers to the State Exchanges, regional Exchanges, subsidiary Exchanges, a Federally-facilitated Exchange or other Exchange on which Blue Cross and Blue Shield of Texas offers this QHP.

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. Approval by a federal agency will be taken into consideration by BCBSTX in assessing Experimental/Investigational status but will not be determinative. 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 Provider; and
- the Health Care Professional has had the appropriate training and experience to provide the treatment or procedure.

BCBSTX shall determine whether any treatment, procedure, facility, equipment, drug, device, or supply is Experimental/Investigational, and will consider factors such as the guidelines and practices of Medicare, Medicaid, or other government-financed programs and approval by a federal agency 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.

Fertility Preservation Services means the collection and preservation of sperm, unfertilized oocytes, and ovarian tissue; and does not include the storage of such unfertilized genetic materials.

Fixed-Wing Air Ambulance means a specially equipped airplane used for ambulance transport.

Habilitation Services means health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

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, Advanced Practice Nurses, 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 the HMO plan offered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation that is the companion plan to this Policy. The HMO Evidence of Coverage and this Policy comprises the Blue Advantage Plus program.

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 BCBSTX to render Hospice care to Members.

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.

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

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.

Infusion Therapy means the administration of medication through a needle or catheter. It is prescribed when a patient's condition is so severe that it cannot be treated effectively by oral medications. Typically, "infusion therapy" means that a drug is administered intravenously, but the term also may refer to situations where drugs are provided through other non-oral routes, such as intramuscular injections and epidural routes (into the membranes surrounding the spinal cord). Infusion therapy in most cases requires Health Care Professional services for the safe and effective administration of the medication.

Intensive Outpatient Program means a freestanding or Hospital-based program that provides services for at least three hours per day, two or more days per week, to treat mental illness, drug addiction, substance abuse or alcoholism, or specializes in the treatment of co-occurring mental illness with drug addiction, substance abuse or alcoholism. These programs offer integrated and aligned assessment, treatment and discharge planning services for treatment of severe or complex co-occurring conditions which make it unlikely that the Members will benefit from programs that focus solely on mental illness conditions.

Life-Threatening Disease or Condition means, for the purposes of a clinical trial, any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Marriage and Family Therapy means the provision of professional therapy services to individuals, families, or married couples, singly or in groups, and involves the professional application of family systems theories and techniques in the delivery of therapy services to those persons. The term includes the evaluation and remediation of cognitive, affective, behavioral, or relational dysfunction within the context of marriage or family systems.

Medical Director means a Physician of BCBSTX, 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.

DEFINITIONS

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 Provider; and
- the most economical supplies or levels of service appropriate for Your safe and effective treatment.
- if more than one health intervention meets the requirements listed above, Medically Necessary means "the most cost effective in terms of type of intervention or setting, frequency, extent, or duration, which is safe and effective for the patient's illness, injury, or disease, and supports improved health".

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, BCBSTX 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 Provider may have prescribed treatment, such treatment may not be Medically Necessary within this definition. This definition applies only to the BCBSTX's determination of whether health care services are Covered Services under this Policy.

BCBSTX does not determine Your course of treatment or whether You receive particular health care services. The decision regarding the course of treatment and receipt of particular health care service is entirely between You and Your Participating Provider. BCBSTX's determination of Medically Necessary care is limited to merely whether a proposed admission, continued hospitalization, outpatient service or other health care service is Medically Necessary under this Policy.

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

Member means a Subscriber or Dependent(s) covered under this BCBSTX Policy and the HMO Evidence of Coverage. This Policy may refer to a Member as You or Your.

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 BCBSTX 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 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 infirmary 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.

Minimum Essential Coverage means health insurance coverage that is recognized as coverage that meets substantially all requirements under federal law pertaining to adequate individual, group or government health insurance coverage. For additional information on whether particular coverage is recognized as "Minimum Essential Coverage", please call the customer service telephone number shown on the back of Your identification card or visit www.cms.gov.

Neurobehavioral Testing means an evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and premorbid history, including the identification of problematic behavior and the relationship between behavior and the variables that control behavior. This may include interviews of the individual, family or others.

Neurobehavioral Treatment means interventions that focus on behavior and the variables that control behavior.

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

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

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

Neurophysiological Testing means an evaluation of the functions of the nervous system.

Neurophysiological Treatment means interventions that focus on the functions of the nervous system.

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

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

Non-Contracting Facility means a Hospital, a Facility Other Provider, or any other facility or institution which has not executed a written contract with BCBSTX for the provision of care, services, or supplies for which benefits are provided by the Policy. Any Hospital, Facility Other Provider, facility, or institution with a written contract with BCBSTX which has expired or has been canceled is a Non-Contracting Facility.

Open Enrollment Period means the period each year during which a Qualified Individual may enroll or change coverage in a Qualified Health Plan (QHP) through the Exchange.

Other Provider means a person or entity, other than a Hospital or Physician, that is licensed where required to furnish to a Member a particular service, supply, or procedure. Other Provider shall include:

1. **Facility Other Provider** - an institution or entity, only as listed:
    a. Chemical Dependency Treatment Center
    b. Crisis Stabilization Unit or Facility
    c. Durable Medical Equipment Provider
    d. Home Health Agency

e. Home Infusion Therapy Provider
f. Hospice
g. Imaging Center
h. Independent Laboratory
i. Prosthetics/Orthotics Provider
j. Psychiatric Day Treatment Facility
k. Renal Dialysis Center
l. Residential Treatment Center for Children and Adolescents
m. Skilled Nursing Facility
n. Therapeutic Center

2. **Professional Other Provider** - a person or practitioner, when acting within the scope of his license and who is appropriately certified, only as listed:

a. Advanced Practice Nurse
b. Doctor of Chiropractic
c. Doctor of Dentistry
d. Doctor of Optometry
e. Doctor of Podiatry
f. Doctor in Psychology
g. Licensed Acupuncturist
h. Licensed Audiologist
i. Licensed Chemical Dependency Counselor
j. Licensed Dietitian
k. Licensed Hearing Instrument Fitter and Dispenser
l. Licensed Marriage and Family Therapist
m. Licensed Clinical Social Worker
n. Licensed Occupational Therapist
o. Licensed Physical Therapist
p. Licensed Professional Counselor
q. Licensed Speech-Language Pathologist
r. Licensed Surgical Assistant
s. Nurse First Assistant
t. Physician Assistant

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

Outpatient Day Treatment Services means structured services provided to address deficits in physiological, behavioral, and/or cognitive functions. Such services may be delivered in settings that include transitional residential, community integration, or non-residential treatment settings.

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.

Physician Assistant (PA) means a Physician assistant licensed under Texas Occupations Code Chapter 204.

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

Post-Acute Transition Services means services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.

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.

Post-Service Medical Necessity Review means a review, sometimes referred to as a retrospective medical necessity review, is the process of determining coverage after treatment has already occurred and is based on medical necessity guidelines.

Premium means the amount You are required to pay to BCBSTX to continue coverage.

Premium Tax Credit means a refundable premium tax credit an eligible individual may receive for taxable years ending after December 31, 2013, to the extent provided under applicable law, where the credit is meant to offset all or a portion of the Premium paid by the individual for coverage obtained through an Exchange during the preceding Calendar Year.

Primary Care Physician/Practitioner or PCP means the Physician, Physician Assistant or Advanced Practice Nurse who primarily provides Your health care. A PCP may be a family practitioner, internist, pediatrician and/or Obstetrician/Gynecologist.

Prior Authorization means a determination by BCBSTX that health care services proposed to be provided to a patient are Medically Necessary and appropriate.

Professional Services means those Medically Necessary Covered Services rendered by Physicians and other Health Care Professionals in accordance with this Policy.

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.

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

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

Qualified Health Plan (QHP) means a health care benefit program that has in effect a certification that it meets the applicable government standards, issued or recognized by each Exchange through which such program is offered.

Qualified Health Plan Issuer or **QHP Issuer** means a health plan issuer that offers a QHP in accordance with a certification from an Exchange.

Qualified Individual(s) means, an individual who has been determined eligible to enroll through the Exchange in a Qualified Health Plan (QHP).

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.

Rehabilitation Services means health care services, including devices, provided to help a person regain, maintain, or prevent deterioration of a skill or function that has been acquired but then lost or impaired due to illness, injury, or disabling condition.

Remediation means the process(es) of restoring or improving a specific function.

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, wilderness programs, 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 onsite nursing service for Mental Health Care and/or treatment of Chemical Dependency. BCBSTX 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 BCBSTX 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 cost for all items and services consistent with the coverage provided under this Policy without regard to whether the Member is participating in a clinical trial.

Routine Patient Care Costs do not include:

- the Investigational 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.

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.

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 BCBSTX 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 Policy, and whose enrollment application and Premium payment have been received by BCBSTX.

Teledentistry Dental Services means a health care service delivered by a Dentist or a health professional acting under the delegation and supervision of a Dentist, acting within the scope of the Dentist's or health professional's license or certification to a patient at a different physical location than the Dentist or health professional using telecommunications or information technology.

Telehealth Services means a health service, other than a Telemedicine Medical Service or a Teledentistry Dental Service delivered by a health professional licensed, certified, or otherwise entitled to practice in Texas and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology.

Telemedicine Medical Services means a health care service delivered by a Physician licensed in Texas, or a health professional acting under the delegation and supervision of a Physician licensed in Texas, and acting within the scope of the Physician's or health professional's license to a patient at a different physical location than the Physician or health professional using telecommunications or information technology.

Tobacco User means a person who is permitted under state and federal law to legally use tobacco, with tobacco use (other than religious or ceremonial use of tobacco), occurring on average four or more times per week that last occurred within the past six months (or such other meaning required or permitted by applicable law). Tobacco includes, but is not limited to, cigarettes, cigars, pipe tobacco, smokeless tobacco, snuff, etc. For additional information, please call customer service at the toll-free number on the back of Your identification card or visit the website at www.bcbstx.com.

Urgent Care means medical or health care services provided in a situation other than an emergency that are typically provided in a setting such as an Urgent Care Provider's office or Urgent Care facility, as a result of an acute injury or illness that is severe or painful enough to lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that the person's condition, illness, or injury is of such a nature that failure to obtain treatment within a reasonable period of time would result in serious deterioration of the condition of the person's health.

Urgent Care Provider means a Provider that has entered into a contractual agreement with BCBSTX for the provision of Covered Services for Urgent Care to Members.

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

WHO GETS BENEFITS

Eligibility

These provisions reflect the guidelines established by BCBSTX for eligibility, enrollment and effective date for all coverage provided by the Blue Advantage Plus program.

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 Policy is provided regardless of Your race, color, national origin, disability age, sex gender identity, sexual orientation, or political affiliation expression. Coverage under this policy does not require documentation certifying COVID-19 vaccination or require documentation of post-transmission recovery as a condition for obtaining coverage or receiving benefits under the policy. Variations in the administration, processes or benefits of this Policy 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.

Eligibility for this coverage will be determined by the Exchange in accordance with applicable law. For questions regarding eligibility, refer to healthcare.gov.

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

1. reside, live or work in the Service Area; and
2. have been determined eligible to enroll through the Exchange.

Dependent Eligibility. To be eligible to enroll as a Dependent, a person must meet all eligibility requirements as determined by the Exchange and:

1. reside in the Service Area or permanently reside with a Subscriber who works in the Service Area, except as provided in **item 5**, below; and
2. be Subscriber's spouse 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 before coverage will be extended; or
3. be a Dependent child, which hereafter means a natural child, eligible foster child, a stepchild, 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, enrolled in or eligibility for other coverage 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 is a court-appointed legal guardian, provided proof of such guardianship is submitted with the prospective Dependent's enrollment application; or
4. be a child of any age, as defined in **item 3** 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 BCBSTX with a Dependent Child's Statement of Disability form, including a medical certification of disability,, and subsequently as may be required by BCBSTX, but not more often than once per year. BCBSTX's determination of eligibility shall be conclusive; or
5. have a court order for coverage to be provided for a spouse or minor child under Subscriber's Health Benefit Plan and application shall be made within sixty (60) days after issuance of the court order.

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 BCBSTX and the Exchange of any changes that will affect Your eligibility, or that of Your Dependents, for services or benefits under this Policy within sixty (60) days of the change.

Enrollment

Annual Open Enrollment Periods/Effective Date of Coverage. Annual Open Enrollment Periods have been designated during which You may apply for or change coverage for Yourself and/or Your eligible Dependents.

When You enroll during the annual Open Enrollment Period Your and/or Your eligible Dependents' effective date will be the following January 1, unless otherwise designated by the Exchange and BCBSTX, as appropriate.

Coverage under this Policy is contingent upon timely receipt by BCBSTX of necessary information and initial Premium.

This section **Annual Open Enrollment Periods/Effective Date of Coverage** is subject to change by the Exchange, BCBSTX, and/or applicable law, as appropriate.

Newborn Children Coverage. Coverage will be automatic for Subscriber or Subscriber's spouse'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 verbally notify BCBSTX or submit an enrollment application within thirty-one (31) days and make or agree to make any additional Premium payments in accordance with this Policy. **Note:** Application must be made to the Exchange within 30 days and You make or agree to make any additional Premium payments in accordance with this Policy. The Effective Date of Coverage for newborn children shall be the newborn's date of birth.

Late Enrollees

Special Enrollment Periods/Effective Dates of Coverage

Special enrollment periods have been designated during which You may apply for or change coverage in a QHP through the Exchange for Yourself and/or Your eligible Dependents. You must apply for or request a change in coverage within 60 days from the date of a special enrollment event in order to qualify for the changes described in the **Special Enrollment Periods/Effective Dates of Coverage** section.

Except as otherwise provided by BCBSTX, if Your application is received on or before the day of the qualifying event, the effective date is the first day of the month following the qualifying life event. Unless otherwise designated by HMO, if the application is received after the qualifying event, the effective date is the first of the month following the date of receipt of the application.

Special Enrollment Events:

You may reference an up to date listing of on-Exchange special enrollment qualifying life events via www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/

Coverage resulting from any of the special enrollment events outlined above is contingent upon timely completion of the application and remittance of the appropriate Premiums in accordance with the guidelines as established by the Exchange and BCBSTX, as appropriate.

Removing a Dependent From Coverage

To remove a Dependent from coverage, the Subscriber must submit a request to BCBSTX and the Exchange, as appropriate. You may re-enroll these terminated individuals under the Policy only during the Open Enrollment Period or special enrollment period. If an individual is being removed from coverage because of losing his/her eligibility under the Policy, the individual is eligible to enroll under the Policy only during the Open Enrollment Period or special enrollment period, as applicable, by submitting application(s) to the Exchange and BCBSTX, as applicable.

Child-Only Coverage

Eligible children that have not attained age 21 may enroll as the Subscriber under this Policy (health care plan). In such event, this Policy is considered child-only coverage and the following restrictions apply:

- The parent or legal guardian is not covered and is not eligible for benefits under this health care plan.
- If a child is under the age of 18, his/her parent, legal guardian, or other responsible party must submit the application for child-only insurance form, along with any exhibits, appendices, addenda and/or other required information to BCBSTX and the Exchange, as appropriate. For any child under 18 covered under this Policy, any obligations set forth in this Policy, any exhibits, appendices, addenda and/or other required information will be the obligations of the parent, legal guardian, or other responsible party applying for coverage on the child's behalf. Application for a child-only coverage will not be accepted for an adult child that has attained age 21 as of the beginning of the plan year. Adult children (at least 18 years of age but no older than 20 years of age) who are applying for coverage as a Subscriber under this Policy must sign or authorize the application(s).

HOW THE PLAN WORKS

Receiving Care

Your Blue Advantage Plus plan gives You a choice every time You seek medical care. You may choose Your plan's highest level of benefits by receiving care within the Blue Advantage HMO network provided or arranged by Your Blue Advantage HMO PCP. Or, You may choose to see a Provider that is not Your Blue Advantage HMO PCP, a Provider who is not in the Blue Advantage HMO network or a Blue Advantage HMO Specialist without a Referral from Your Blue Advantage HMO PCP, and receive a lower level of benefits as described in this Policy.

You will be responsible for any Prior Authorization requirements as described below.

Provider Information

You are entitled to medical care and services from 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 Prior Authorization by BCBSTX.

Allowable Amount

The Allowable Amount is the maximum amount of benefits BCBSTX will pay a particular service, supply, or procedure under the Plan. BCBSTX has established an Allowable Amount for Medically Necessary services, supplies, and procedures provided by Providers that have contracted with BCBSTX or any other Blue Cross and/or Blue Shield Plan, and Providers that have not contracted with BCBSTX or any other Blue Cross and/or Blue Shield Plan. For non-contracted Providers, You will be responsible for any difference between the BCBSTX Allowable Amount and the amount charged by the Provider. You will also be responsible for charges for services, supplies, and procedures limited or not covered under the Plan, Deductibles, any applicable Coinsurance, out-of-pocket maximum amounts and Copayments.

Review the definition of Allowable Amount in the **DEFINITIONS** section of this Policy to understand the guidelines used by BCBSTX.

Case Management

Under certain circumstances, the Policy allows BCBSTX the flexibility to offer benefits for expenses which are not otherwise eligible expenses. BCBSTX, at its sole discretion, may offer such benefits if:

- the Member, his family, and the Physician agree;
- benefits are cost effective; and
- BCBSTX anticipates future expenditures for eligible expenses which may be reduced by such benefits.

Any decision by BCBSTX to provide such benefits shall be made on a case-by-case basis. The case coordinator for BCBSTX will initiate case management in appropriate situations.

Identification Card

Always remember to carry Your identification card with You and present it to Your Providers or Pharmacies when receiving health care services or supplies.

Please remember that any time a change in Your family takes place it may be necessary for a new identification card to be issued to You (refer to the **WHO GETS BENEFITS** section for instructions when changes are made). Upon receipt of the change in information, BCBSTX will provide a new identification card.

Unauthorized, Fraudulent, Improper, or Abusive Use of identification cards

1. The unauthorized, fraudulent, improper, or abusive use of identification cards issued to You and Your covered Dependents will include, but not be limited to, the following actions, when intentional:

    a. use of the identification card prior to Your Effective Date of Coverage;
    b. use of the identification card after Your date of termination of coverage under the Policy;
    c. obtaining prescription drugs or other benefits for persons not covered under the Policy;
    d. obtaining prescription drugs or other benefits that are not covered under the Policy;
    e. obtaining Covered Drugs for resale or for use by any person other than the person for whom the Prescription Order is written, even though the person is otherwise covered under the Policy;
    f. obtaining Covered Drugs without a Prescription Order or through the use of a forged or altered Prescription Order;
    g. obtaining quantities of prescription drugs in excess of Medically Necessary or prudent standards of use or in circumvention of the quantity limitations of the Policy;
    h. obtaining prescription drugs using Prescription Orders for the same drugs from multiple Providers;
    i. obtaining prescription drugs from multiple Pharmacies through use of the same Prescription Order.

2. The fraudulent or intentionally unauthorized, abusive, or other improper use of identification cards by any Member can result in, but is not limited to, the following sanctions being applied to all Members covered under Your coverage:

    a. denial of benefits;
    b. cancellation of coverage under the Policy for **all** Members under Your coverage;
    c. recoupment from You or any of Your covered Dependents of any benefit payments made;
    d. pre-approval of drug purchases and medical services for all Members receiving benefits under Your coverage;
    e. notice to proper authorities of potential violations of law or professional ethics.

Medical Necessity

All services and supplies for which benefits are available under the Policy must be Medically Necessary as determined by BCBSTX. Charges for services and supplies which BCBSTX determines are not Medically Necessary will not be eligible for benefit consideration and may not be used to satisfy Deductibles or to apply to the out-of-pocket maximum.

ParPlan

When You consult a Physician or Professional Other Provider, You should inquire if he participates in the BCBSTX's *ParPlan…* a simple direct-payment arrangement. If the Physician or Professional Other Provider participates in *ParPlan,* he agrees to:

- File all claims for You,
- Accept BCBSTX's Allowable Amount determination as payment for Medically Necessary services, and
- Not bill You for services over the Allowable Amount determination.

You will be responsible for:

- Any Deductibles,
- Coinsurance, and
- Services that are limited or not covered under the Policy.

Note: If You have a question regarding a Physician's or Professional Other Provider's participation in *ParPlan*, please call customer service at the toll-free telephone number on the back of Your identification card.

Use of Non-Contracting Providers

When You choose to receive services, supplies, or care from a Provider that does not contract with BCBSTX (a non-contracting Provider), benefits for Covered Services will be reimbursed based on the BCBSTX non-contracting Allowable Amount, which in most cases is less than the Allowable Amount applicable for BCBSTX contracted Providers. Please see the definition of non-contracting Allowable Amount in the **DEFINITIONS** section of this Policy. **The non-contracted Provider is not required to accept the BCBSTX non-contracting Allowable Amount as payment in full and may balance bill You for the difference between the BCBSTX non-contracting Allowable Amount and the non-contracting Provider's billed charges. You will be responsible for this balance bill amount, which may be considerable.** You will also be responsible for charges for services, supplies and procedures limited or not covered under the Policy and any applicable Deductibles, Coinsurance, and Copayments.

If benefits are provided at a Participating Hospital, at a Participating surgery center or other Participating treatment center, any benefits provided by a non-contracting anesthesiologist (including a certified registered nurse anesthetist), pathologist, radiologist, neonatologist, or emergency room Physician, assistant surgeon (if the primary surgeon is a Participating Provider) or other Hospital-based Physician, the Member will incur no greater out-ofpocket costs than would have been incurred if the benefits were provided by a Participating Provider, except that the non-contracting Provider may bill the Member for the difference between payment by the Plan and the Provider charges plus in-network Deductible, Coinsurance and/or Copayment. Please call customer service if You have any questions about the benefits described in this section (paragraph) or how Your claims have been processed.

Utilization Management

Utilization management may be referred to as medical necessity reviews, utilization review (UR), or medical management reviews. A medical necessity review for a procedure/service, inpatient admission, and length of stay is based on BCBSTX Medical Policy and/or level of care review criteria. Medical necessity reviews may occur prior to services rendered, during the course of care, or after care has been completed for a Post-Service Medical Necessity Review. Some services may require a Prior Authorization before the start of services, while other services will be subject to a concurrent or Post-Service Medical Necessity Review. If requested, services normally subject to a Post-Service Medical Necessity Review may be reviewed for medical necessity prior to the service through a Recommended Clinical Review as defined below.

Refer to the definition of Medically Necessary in the **DEFINITIONS** section of this Benefit Booklet for additional information regarding any limitations and/or special conditions pertaining to Your benefits.

Prior Authorization

Prior Authorization establishes in advance the medical necessity or Experimental/Investigational nature of certain care and services covered under this Plan. It ensures that the care and services described below for which You have obtained Prior Authorization will not be denied on the basis of medical necessity or Experimental/Investigational.

Some Texas licensed Providers may qualify for an exemption from Prior Authorization requirements for a particular health care service if the Provider met criteria set forth by applicable law for the particular health care service. If so, Prior Authorization is not required for a particular service where an exemption applies and will not be denied based on medical necessity or medical appropriateness of care. Other Providers providing Your care may not be exempt from such requirements. Exemptions do not apply for services that are materially misrepresented or where the Provider failed to substantially perform the particular health care service.

If Prior Authorization is required, the review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Benefit Booklet. BCBSTX recommends You confirm with Your Provider if Prior Authorization has been obtained.

Prior Authorization Responsibility

Out-of-Network Prior Authorization

If any Provider outside Texas or any Out-of-Network Provider list recommends an Admission or a service that requires Prior Authorization, the Provider is not obligated to obtain the Prior Authorization for You. In such cases, it is Your responsibility to ensure that Prior Authorization is obtained. If authorization is not obtained before services are received, You may be entirely responsible for the charges if the service is determined to not be Medically Necessary. If the service is determined to be Medically Necessary, Out-of-Network Benefits will apply. The Provider may call on Your behalf, but it is Your responsibility to ensure that BCBSTX is called.

Prior Authorization for Inpatient Hospital Admissions

In the case of an elective inpatient Hospital Admission, it is recommended that the call for Prior Authorization be made at least two working days before You are admitted unless it would delay Emergency Care. In an emergency, Prior Authorization should take place within two working days after admission, or as soon thereafter as reasonably possible. To satisfy Prior Authorization requirements, on business days between 6:00 a.m. and 6:00 p.m. Central Time, You, Your Physician, Provider of services, or an authorized representative should call one of the customer service toll-free numbers listed on the back of Your identification card. After working hours or on weekends, please call the Medical Prior Authorization Helpline toll-free number listed on the back of Your identification card. Your call will be recorded and returned the next working day. A benefits management nurse will follow up with Your Provider's office. All timelines for Prior Authorization requirements are provided in keeping with applicable state and federal regulations.

When Prior Authorization of an inpatient Hospital Admission is obtained, a length of stay is assigned. Your Provider may seek an extension for the additional days if You require a longer stay. Benefits will not be available for room and board charges for medically unnecessary days. For more information regarding lengths of stay, refer to the **LENGTH OF STAY/SERVICE REVIEW** section of this Benefit Booklet.

Prior Authorization not Required for Maternity Care and Treatment of Breast Cancer Unless Extension of Minimum Length of Stay Requested

Your Plan is required to provide a minimum length of stay in a Hospital facility for the following:

- Maternity Care
  - 48 hours following an uncomplicated vaginal delivery
  - 96 hours following an uncomplicated delivery by caesarean section
- Treatment of Breast Cancer
  - 48 hours following a mastectomy
  - 24 hours following a lymph node dissection

You or Your Provider will not be required to obtain Prior Authorization from BCBSTX for a length of stay less than 48 hours (or 96 hours) for Maternity Care or less than 48 hours (or 24 hours) for Treatment of Breast Cancer. If You require a longer stay, You, Your authorized representative, or Your Provider must seek an extension for the additional days by obtaining Prior Authorization from BCBSTX.

Outpatient Service Review

If Prior Authorization is required, the review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Benefit Booklet. BCBSTX recommends You confirm with Your Provider if Prior Authorization has been obtained.

There may be general categories of Covered Services that require Prior Authorization.

To determine if a specific service or category requires Prior Authorization, visit our website at www.bcbstx.com/find-care/where-you-go-matters/utilization-management.com for the required Prior

Authorization list, which is updated when new services are added or when services are removed. You can also call BCBSTX Customer Service at the toll-free telephone number on the back of your identification card.

For Behavioral Health Outpatient Service review please see **Contacting Behavioral Health** section below.

Extension of Length of Stay/Service Review (Concurrent Review)

Length of stay/service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions under this Plan.

An extension of a previously approved length of stay/service will be based solely on whether continued Inpatient care or other health care services are Medically Necessary. If the extension is determined not to be Medically Necessary, the coverage for the length of stay/service will not be extended, except as otherwise described in the **CLAIM FILING AND APPEALS PROCEDURES** section of this Benefit Booklet.

An extension of length of stay/service review, also known as a concurrent medical necessity review, is when You, Your Provider, or other authorized representative may submit a request to BCBSTX for continued services. If You, Your Provider or authorized representative requests to extend care beyond the approved time limit, BCBSTX will make a determination on the request within the timeframes described in the Review of Claim Determinations provision of this Benefit booklet.

Recommended Clinical Review Option

There are services that do not require a Prior Authorization that may be subject to a Post-Service Medical Necessity Review before the claim is paid. There is an option for Your Provider to request a Recommended Clinical Review to determine if the service meets approved HMO medical policy and/or level of care review criteria before services are provided to You. Once a decision has been made on the services reviewed as part of the Recommended Clinical Review process, the same services will not be reviewed for medical necessity after they have been performed.

To determine if a Recommended Clinical Review is available for a specific service, visit our website at www.bcbstx.com/find-care/where-you-go-matters/utilization-management.com for the Recommended Clinical Review list, which is updated when new services are added or when services are removed. You can also call BCBSTX Customer Service at the number on the back of Your identification card. You or Your Provider may request a Recommended Clinical Review. This website also includes information on which services require Prior Authorization before services are performed.

Recommended Clinical Review is a determination of the medical necessity of a proposed service, but it is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions of this Benefit Booklet. Please coordinate with Your Provider to submit a written request for Recommended Clinical Review.

In the event a Recommended Clinical Review determines the proposed services are not Medically Necessary, You have the right to file an appeal as described in the COMPLAINT AND APPEAL PROCEDURES section. All appeal and review requirements related to medical necessity determinations, including independent review, apply to services where Your Provider requests a Recommended Clinical Review.

Contacting Behavioral Health

You, Your Physician or Provider of services or Your authorized representative may contact BCBSTX for a Prior Authorization or Recommended Clinical Review by calling the toll-free number shown on the back of Your identification card and following the prompts to the Behavioral Health Unit. During regular business hours (8:00 a.m. and 6:00 p.m., Central Time, on business days), the caller will be routed to the appropriate behavioral health clinical team for review. Outpatient requests should be requested during regular business hours. After 6:00 p.m., on weekends, and on holidays, the same behavioral health line is answered by clinicians available for Inpatient acute reviews only. Requests for residential or partial hospitalization are reviewed during regular business hours.
General Provisions Applicable to All Recommended Clinical Reviews

1. **No Guarantee of Payment**

   A Recommended Clinical Review is a determination of the medical necessity of a proposed service, but it is not a guarantee of benefits or payment of benefits by BCBSTX. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Plan. Even if the service has been approved on Recommended Clinical Review, coverage or payment can be affected for reasons other than medical necessity. For example, You may have become ineligible as of the date of service or the Member's benefits may have changed as of the date of service.

2. **Request for Additional Information**

The Recommended Clinical Review process may require additional documentation from Your Provider or pharmacist. In addition to the written request for Recommended Clinical Review, the Provider or pharmacist may be required to include pertinent documentation explaining the proposed services, the functional aspects of the treatment, the projected outcome, treatment plan and any other supporting documentation, study models, prescription, itemized repair and replacement cost statements, photographs, x-rays, etc., as may be requested by BCBSTX to make a determination of coverage pursuant to the terms and conditions of this Plan.

Failure to Obtain Prior Authorization

If Prior Authorization is not obtained:

- BCBSTX will review the medical necessity of Your treatment or service prior to the final benefit determination.
- If BCBSTX determines the treatment or service is not Medically Necessary or is Experimental/Investigational, benefits will be reduced or denied.
- You may be responsible for a penalty for certain Covered Services, if indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Prior Authorization Renewal Process

Renewal of an existing Prior Authorization issued by BCBSTX can be requested by a Physician or Health Care Provider up to 60 days prior to the expiration of the existing Prior Authorization.

Coverage Determinations

Certain services are covered pursuant to BCBSTX medical policies and clinical procedure and coding policies, which are updated throughout the Calendar Year. The medical policies are guides considered by BCBSTX when making coverage determinations and lay out the procedure and criteria to determine whether a procedure, treatment, facility, equipment, drug or device is Medically Necessary and is eligible as a Covered Service or is Experimental/Investigational, cosmetic, or a convenience item. The clinical procedure and coding policies provide information about what services are reimbursable under the Policy. The most up-to-date medical and clinical procedure and coding policies are available at www.bcbstx.com, or call customer service at the toll-free number on the back of Your identification card.

Federal Balance Billing and Other Protections

This section is based upon the No Surprises Act, a federal law enacted in 2020 and effective for Plan Years beginning on or after January 1, 2022. Unless otherwise required by federal or Texas law, if there is a conflict between the terms of this **Federal Balance Billing and Other Protections** section and the terms in the rest of this Certificate, the terms of this section will apply.

1. **Protections from Unexpected Costs for Medical Services from Non-Participating Providers**

   Your Plan contains provisions related to protection from surprise balance billing under Texas law. The federal laws provide additional financial protections for You when You receive some types of care from Providers who do not participate in Your network. If You receive the types of care listed below, Your in-

network cost-sharing levels will apply to any in-network Deductible and out-of-pocket maximums. Additionally, for services below that are governed by federal law (instead of state law), Your cost-share amount may be calculated on an amount that generally represents the median payment rate that BCBSTX has negotiated with Participating Providers for similar services in the area.

- Emergency Care from facilities or Providers who do not participate in Your network; and
- Care furnished by non-Participating Providers during Your visit to a Participating facility; and
- Air ambulance services from non-Participating Providers if the services would be covered with a Participating Provider.

Non-Participating Providers may not bill You for more than Your Deductible, Coinsurance or Copayment for these types of services. There are limited instances when a non-Participating Provider of the care listed above may send You a bill for up to the amount of that Provider's billed charges. You are only responsible for payment of the non-Participating Provider's billed charges if, in advance of receiving services, You signed a written notice form that complies with applicable state and/or federal law.

The requirements of federal law that impact Your costs for care from non-Participating Providers may not apply in all cases. Sometimes, Texas law provisions relating to balance billing prohibitions may apply. **You may contact BCBSTX at the number on the back of Your identification card with questions about claims or bills You have received from Providers.**

2. **Primary Care Physician/Practitioner Selection**

   The Plan generally requires the designation of a Primary Care Physician/Practitioner (PCP). You have the right to designate any PCP who participates in our network and who is available to accept You or Your family members.

   Until You make this designation, Blue Cross and Blue Shield of Texas (BCBSTX) designates one for You. For information on how to select a PCP and for a list of the Participating PCPs, contact BCBSTX at www.bcbstx.com or customer service at the toll-free number on the back of Your identification card.

   For Dependent children, You may designate any Participating Provider who specializes in pediatric care as their Primary Care Physician/Practitioner (PCP).

3. **Obstetrics or Gynecological Care**

   You are not required to obtain a Referral or authorization from Your Primary Care Physician/Practitioner (PCP) before obtaining Covered Services from any Participating Provider specializing in obstetrics or gynecology. However, before obtaining covered obstetrical or gynecological care, the Provider must comply with certain policies and procedures required by Your Plan, including Prior Authorization and Referral policies. For a list of Participating Providers who specialize in obstetrics or gynecology, visit www.bcbstx.com or contact customer service at the toll-free number on the back of Your identification card.

To the extent state and federal regulations are adopted or additional guidance is issued by federal regulatory agencies that alter the terms of this section, the regulations and any additional guidance will control over conflicting language in this section.

Premium Payment

On or before the Premium due date, You shall remit payment on behalf of each Subscriber and Dependents the amount specified by BCBSTX.

A Tobacco User may be subject to a Premium increase of up to 1.5 times the rate applicable to those who are not Tobacco Users, to the extent permitted by applicable law.

Only if BCBSTX 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 for You and/or Your Dependents or there is a bank draft failure, then You will be terminated at the end of the grace period. 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 You.

A grace period of 31 days, or such other grace period, if any, permitted by applicable law or regulatory guidance, will be granted for the payment of each Premium falling due after the first Premium, during which grace period, the Policy shall continue in force. After a grace period of 31 days, coverage under this Policy will automatically terminate on the last day of the coverage period for which Premiums have been paid, unless coverage is extended as described in the next paragraph.

BCBSTX reserves the right to change the schedule of Premium payments on each anniversary date of this Policy upon 60 days written notice.

Third Party Payments

HMO follows the Premium payment process established by the Affordable Care Act in accordance with all Federal requirements. HMO only accepts cost-sharing and Premium payments from:

A. The Member;

B. The Member's family;

C. HMO accepts Premium payments from the following third party entities on behalf of enrollees:

   1. A Ryan White HIV/AIDS Program under title XXVI of the Public Health Service Act;

   2. An Indian tribe, tribal organization or urban Indian organization; and

   3. A local, State, or Federal government program, including a grantee directed by a government program to make payments on its behalf.

D. HMO may accept Premium payments on behalf of enrollees from private, not-for-profit foundations, if the payments are:

   1. for the entire coverage period of the enrollee's policy;

   2. based solely on the financial status of the enrollees;

   3. regardless of the coverage the enrollee chooses; and

   4. regardless of the enrollee's health status.

E. HMO may accept Premium payments on behalf of enrollees from a Trust, Power of Attorney or Legal Guardian.

F. HMO will not construe payments from an employer as impermissible third party payments, provided such payments do not create an Employee Retirement Income Security Act (ERISA) group health plan and either:

   1. the employer facilitates Premium payment collection through payroll deduction or a similar method for the employee, and the employer is not paying any part of the Premium either directly or through reimbursement; or

   2. the employee is participating in an Individual Coverage Health Reimbursement Arrangement (ICHRA) or a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA) offered by their employer in place of group health insurance.

G. HMO will accept payments on behalf of an enrollee directly from an employer engaged in an ICHRA or QSEHRA, or a third party payment coordination service, when such payments are made using allowable payment methods.

HMO does not accept Premium and cost-sharing payments from any other third party. Unauthorized Premium and cost-sharing payments will not be credited to the Member's account and will be refunded to the unauthorized payer.

If HMO fails to receive payment in full from an authorized source by the end of any Premium grace period, HMO will retroactively terminate or cancel this coverage in accordance with the Termination provision of this Policy.

When You renew BCBSTX coverage or reenroll by selecting a new product, You will need to be current on Your Premium payments. Any past due Premium payments for coverage BCBSTX provided will be due at the beginning of the new plan year in addition to current Premium charges. New coverage will not be effective until all such payments are made.

Claim or Benefit Reconsideration

If a claim or a request for benefits is partly or completely denied by BCBSTX, 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**.

COMPLAINT AND APPEAL PROCEDURES

Claim Determinations

When BCBSTX receives a properly submitted claim, we have authority and discretion under this Policy to interpret and determine benefits in accordance with the Policy provisions. BCBSTX will receive and review claims for benefits and will accurately process claims consistent with administrative practices and procedures established in writing. You have the right to seek and obtain a review by BCBSTX of any determination of a claim, any determination of a request for Prior Authorization, or any other determination made by BCBSTX of Your benefits under this Policy.

Note: If BCBSTX is seeking to discontinue coverage of prescription drugs or intravenous infusions for which You are receiving health benefits under this Policy, You will be notified no later than the 30th day before the date on which coverage will be discontinued.

If a Claim Is Denied or Not Paid in Full

On occasion, BCBSTX may deny all or part of Your claim. There are a number of reasons why this may happen. We suggest that You first read the *Explanation of Benefits* summary prepared by BCBSTX; then review this Policy to see whether You understand the reason for the determination. If You have additional information that You believe could change the decision, send it to BCBSTX and request a review of the decision as described in **Claim Appeal Procedures** below.

If the claim is denied in whole or in part, You will receive a written notice from BCBSTX with the following information, if applicable:

- The reasons for determination;
- A reference to the benefit provisions on which the determination is based, or the contractual, administrative or protocol 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 our internal review/appeals and external review processes (and how to initiate a review/appeal or external review);
- In certain situations, a statement in non-English language(s) that the written notice of the claim denial 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 BCBSTX;
- 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 claims. 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.

1. **Urgent Care Clinical Claim** is any pre-service claim for benefits for medical care or treatment with respect to which the application of regular time periods for making a health claim determination 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.
2. **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.
3. **Post-Service Claim** is notification in a form acceptable to BCBSTX 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 BCBSTX may request in connection with services rendered to You.

Urgent Care Clinical Claims*

Type of Notice or Extension	Timing
If Your claim involves post-stabilization treatment subsequent to emergency treatment or a life-threatening condition, BCBSTX will issue and transmit a determination indicating whether Prior Authorization of the proposed services has been obtained within:	The time appropriate to the circumstances relating to the delivery of the services and; Your condition, but in no case to exceed one (1) hour from receipt of the request. *
If Your claim is incomplete, BCBSTX must notify You of any additional information needed to complete Your claim within:	**24 hours**
If You are notified that Your claim is incomplete, You must then provide the additional information to BCBSTX within:	**48 hours** after receiving notice
BCBSTX must notify You of the claim determination (whether adverse or not):	
If the initial claim is complete as soon as possible (taking into account medical exigencies), but no later than:	**72 hours**
If the initial claim is incomplete, within:	**48 hours** after the earlier of our receipt of the additional information or the end of the period within which the additional information was to be provided

* If the request is received outside the period during which BCBSTX are required to have personnel available to provide determinations, BCBSTX will make the determination within one hour from the beginning of the next time period requiring appropriate personnel to be available. You do not need to submit Urgent Care Clinical Claims in writing. You should call BCBSTX at the toll-free number listed on the back of Your identification card as soon as possible to submit an Urgent Care Clinical Claim.

Note: If a proposed medical care or health care service requires Prior Authorization by BCBSTX, we will issue a determination no later than the third calendar day after our receipt of the request. If You are an inpatient in a healthcare facility at the time the services are proposed, BCBSTX will issue our determination within 24 hours after our receipt of the request.

Pre-Service Claims

Type of Notice	**Timing**
BCBSTX must notify You of the claim determination (whether adverse or not):	
If BCBSTX has received all information necessary to complete the review, within:	**2 working days of or our receipt of the complete claim or 3 calendar days of the request, whichever is sooner, if the claim is approved; and 3 calendar days of the request, if the claim is denied.**

Note: For claims involving services related to Acquired Brain Injury, BCBSTX will issue our determination no later than 3 calendar days after we receive the request.

Post-Service Claims (Retrospective Review)

Type of Notice or Extension	**Timing**
If Your claim is incomplete, BCBSTX must notify You within:	**30 days**
If You are notified that Your claim is incomplete, You must then provide completed claim information to BCBSTX within:	**45 days** after receiving notice
BCBSTX must notify You of any adverse claim determination:	
If the initial claim is complete, within:	**30 days after receipt of the claim***
After receiving the completed claim (if the initial claim is incomplete), within:	**45 days, if we extended the period, less any days already utilized by BCBSTX during our review***

* This period may be extended one time by BCBSTX for up to 15 days, provided that we both (1) determine that such an extension is necessary due to matters beyond the control of the Plan and (2) notify 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 BCBSTX expect to render a decision. If the period is extended because BCBSTX requires additional information from You or Your Provider, the period for our making the determination is tolled from the date BCBSTX sends notice of extension to You until the earlier of: i) the date on which we receive the information; or ii) the date by which the information was to be submitted.

Concurrent Care

For benefit determinations relating to care that are 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 in response to a Claim, Pre-Service Claim or Urgent Care Claim,

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 BCBSTX and we reduce or terminate such treatment (other than by amendment) before the end of the approved treatment period, that is also an Adverse Benefit Determination.

A "Final Internal Adverse Benefit Determination" means an Adverse Benefit Determination that has been upheld by BCBSTX at completion of our 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, the denial of Emergency Care or continued hospitalization, or the discontinuance by BCBSTX of prescription drugs or intravenous infusions for which You were receiving health benefits under this Policy. Before authorization of benefits for an approved ongoing course of treatment/continued hospitalization is terminated or reduced, BCBSTX will provide You with notice at least 24 hours before the previous benefits authorization ends 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, BCBSTX will notify the party filing the appeal, as soon as possible, but no more than 24 hours after submission of the appeal, if additional information is needed to review the appeal. BCBSTX shall render a determination on the appeal within one working day from the date all information necessary to complete the appeal is received by us, but no later than 72 hours after the appeal has been received by BCBSTX.

How to Request a Drug List Exception

Please refer to the **PHARMACY BENEFITS** section for information on Drug List Exception Requests.

How to Appeal an Adverse Benefit Determination

You have the right to seek and obtain a review of any determination of a claim, any determination of a request for Prior Authorization, or any other determination made by BCBSTX in accordance with the benefits and procedures detailed in Your Policy.

An appeal of an Adverse Benefit Determination may be requested orally or in writing 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 except to Your authorized representative. To obtain an Authorized Representative Form, You or Your representative may call BCBSTX at the number on the back of Your identification card.

Your appeal will be acknowledged within five business days of the date BCBSTX receives it. The acknowledgment will include additional information concerning the appeal procedures and identify any additional documents that You must submit for review. If Your appeal is made orally, BCBSTX will send You a one-page appeal form.

If You believe BCBSTX incorrectly denied all or part of Your benefits, You may have Your claim reviewed. BCBSTX will review the decision in accordance with the following procedure:

- Within 180 days after You receive notice of a denial or partial denial, You may call or write to our Administrative Office. BCBSTX will need to know the reasons why You do not agree with the denial or partial denial. Send Your request to:

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

- BCBSTX 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 BCBSTX. 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.

  During the course of Your internal appeal(s), BCBSTX will provide You or Your authorized representative (free of charge) with any new or additional evidence considered, relied upon or generated by BCBSTX in connection with the appealed claim, as well as any new or additional rationale for a denial at the internal appeals stage. Such new or additional evidence or rationale will be provided to You or Your authorized representative as soon as possible and sufficiently in advance of the date a final decision on appeal is made in order to give You a reasonable opportunity to respond. BCBSTX may extend the time period described in this Policy for its final decision on appeal to provide You with a reasonable opportunity to respond to such new or additional evidence or rationale. If the initial benefit determination regarding the claim is based in whole or in part on a medical judgment, the appeal determination will be made by a Physician associated or contracted with BCBSTX and/or by external advisors, but who were not involved in making the initial denial of Your claim. No deference will be given to the initial Adverse Benefit Determination. 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 BCBSTX.

- If You have any questions about the claims procedures or the review procedure, write to our Administrative Office or call customer service at the toll-free number on the back of Your identification card.

Timing of Appeal Determinations

BCBSTX will render a determination on non-urgent concurrent, pre-service appeals that do not require expedited review or Prior Authorization and post-service appeals as soon as practical, but in no event later than 30 days after the appeal has been received by us.

For claims involving services related to Acquired Brain Injury, BCBSTX will render an appeal determination within 3 business days after the appeal is received by us.

Notice of Appeal Determination

BCBSTX 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, by a written notice of the determination.

The written notice to You and Your authorized representative will include:

- A reason for the determination;
- The professional specialty of the Physician who made the determination;
- A reference to the benefit plan provisions on which the determination is based, and 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 the external review processes (and how to initiate an external review) including a copy of a request for review by IRO form;
- In certain situations, a statement in non-English language(s) that the written notice of the claim denial 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 BCBSTX;
- 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, or 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;
- Your right, if applicable, to request external review by and Independent Review Organization; and
- Contact information for applicable office of health insurance consumer assistance or ombudsman.

If BCBSTX denies Your appeal, in whole or in part, or You do not receive a timely decision, You are 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. Your external review rights are described in the How to Appeal a Final Internal Adverse Determination to an Independent Review Organization (IRO) section below.

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

An "**Adverse Determination**" means a determination by BCBSTX or our designated utilization review organization that an admission, availability of care, continued stay, or other health care service that is a Covered Service has been reviewed and, based upon the information provided, is determined to be Experimental/Investigational, or does not meet our requirement for medical necessity, appropriateness, health care setting, level of care, or effectiveness, and the requested service or payment for the service is therefore denied, reduced, or terminated. Adverse Determination does not mean a denial of health care services due to the failure to request prospective or concurrent utilization review.

This procedure (not part of the Complaint process) pertains only to appeals of Adverse Determinations. **In addition, in life-threatening, Urgent Care circumstances, or if BCBSTX has discontinued coverage of prescription drugs or intravenous infusions for which You were receiving health benefits under this Policy, You are entitled to an immediate appeal to an IRO and are not required to comply with our appeal of an Adverse Determination process.**

Any party whose appeal of an Adverse Determination is denied by BCBSTX may seek review of the decision by an IRO. At the time the appeal is denied, BCBSTX will provide You, Your designated representative or 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 submit within four (4) months after Your receipt of the Adverse Determination. In life-threatening, Urgent Care situations, or if BCBSTX has discontinued coverage of prescription drugs or intravenous infusions for which You were receiving health benefits under this Policy, You, Your designated representative, or Your Provider of record may contact BCBSTX by telephone to request the review and provide the required information. For all other situations, You or Your designated representative must sign the form and return to BCBSTX to begin the independent review process.

- BCBSTX will submit medical records, names of Providers and any documentation pertinent to the decision of the IRO.
- BCBSTX will comply with the decision by the IRO.
- BCBSTX will pay for the independent review.

Upon request and free of charge, You or Your 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 BCBSTX;
- medical judgments, including whether a particular service is Experimental/Investigational or not Medically Necessary or appropriate; and
- expert advice and consultation obtained by BCBSTX 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: civil action, injunctive relief; a declaratory judgment or other relief available under law.

COVERED SERVICES AND BENEFITS

Benefit Limitations

Any day or visit limits or Calendar Year maximum amounts indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will be shared between the coverage provided by this Policy and Your HMO Evidence of Coverage.

Copayments/Coinsurance

You are liable for certain Copayments/Coinsurance and any applicable Deductibles to Providers, which are due at the time of service. The Copayment/Coinsurance and any Deductibles due for specific Covered Services, benefit limitations and out-of-pocket maximums can be found in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Deductibles

Benefits are available under this Policy after satisfaction of any applicable Deductibles shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

If You have several covered Dependents, all charges used to apply toward an individual Deductible amount will be applied towards the family Deductible amount shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. When the family Deductible amount is reached, no further individual Deductibles will have to be satisfied for the remainder of that Calendar Year. No Member will be allowed to contribute more than the individual Deductible amount to the family Deductible amount.

Any Deductible amounts applied toward satisfying this Policy Deductible will not apply towards the HMO Deductible.

Any Deductible amounts applied toward satisfying the HMO Deductible will not apply towards the Policy Deductible.

Out-of-Pocket Maximums

There is no out-of-pocket maximum for individual or family coverage under this Policy. You will have to continue to pay Deductibles, if applicable, Copayments, if applicable, and Coinsurance. The benefit amounts shown on the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will be used for purposes of determining the benefits available for a Member.

Any Deductibles, Copayments, and/or Coinsurance You pay under the **COVERED SERVICES AND BENEFITS** or **PHARMACY BENEFITS** sections of this Policy will not apply toward satisfaction of the HMO out-of-pocket maximum.

Requirements

All Covered Services, unless otherwise specifically described:

- must be Medically Necessary;
- are subject to the Copayment/Coinsurance and any other amounts due shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**;
- may have limitations, restrictions or exclusions described in **LIMITATIONS AND EXCLUSIONS**; and
- may require Prior Authorization.

Professional Services

Services must be rendered by a licensed Physician. BCBSTX 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 a PCP or Specialist for the diagnosis and treatment of illness or injury.
- **PCP or Specialist Home Visits.** Medically Necessary home visits provided by Physicians when, in the judgment of a PCP or Specialist, the nature of the illness or injury so indicates.

Services of 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 Hospital Services

Prior Authorization must be obtained for services, except Emergency Care and treatment of breast cancer, from BCBSTX. 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;
3. special diets and meals when Medically Necessary;
4. use of intensive care or cardiac care units and related services when Medically Necessary;
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;
11. radiation therapy, inhalation therapy and chemotherapy;
12. whole blood, including cost of blood, blood plasma, and blood plasma expanders, which is not replaced by or for You;
13. administration of whole blood and blood plasma;
14. short-term rehabilitation therapy services in an acute Hospital settings;
15. 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 Prior Authorization 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 BCBSTX determines that an extension is Medically Necessary; and
16. organ and tissue transplants. Prior Authorization is required for any organ or tissue transplant, even if the patient is already in a Hospital under another Prior Authorization. At the time of Prior Authorization, BCBSTX will assign a length of stay for the admission. Upon request, the length of stay may be extended if BCBSTX determines that an extension is Medically Necessary.

    a. Services, including donor expenses, for organ and tissue transplants are covered 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 BCBSTX in pertinent written medical policies; and
        5. the Member meets all of the protocols established by the Hospital in which the transplant is performed.

b. 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.

c. 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 BCBSTX;
   2. a donor who is a Member covered under BCBSTX; or
   3. a donor who is not a Member covered under BCBSTX.

d. 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;
   3. removal of organs or tissues from living or deceased donors; and
   4. transportation and short-term storage of donated organs or tissues.

e. 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.
   5. if the transplant operation or post-transplant care is performed in China or another country known to have participated in forced organ harvesting; or
   6. the human organ to be transplanted was procured by a sale or donation originating in China or another country known to have participated in forced organ harvesting.

Outpatient Facility Services

Services provided through a Hospital outpatient department or a free-standing facility include the following. Prior Authorization will be required for the following services:

1. Infusion Therapy (including chemotherapy);
2. outpatient surgery;
3. radiation therapy; and
4. dialysis.

Outpatient Laboratory and X-Ray Services

Laboratory and radiographic procedures, services and materials, including (but not limited to) diagnostic x-rays, x-ray therapy, chemotherapy, fluoroscopy, electrocardiograms, laboratory tests and therapeutic radiology services. Prior Authorization will be required.

Clinician-Administered Drugs

For Members with a chronic, complex, rare, or life-threatening medical condition, Covered Drugs that will be administered by a Provider in a Physician's office may be obtained from a non-Participating Pharmacy by the Provider, after the Provider has determined that disease progression, patient harm, or death is probable, or where the Provider has concerns about patient adherence or timely delivery. These services are covered under the medical benefit and the cost-sharing requirements will be the same as if they were obtained from a Participating Pharmacy.

Rehabilitation Services and Habilitation 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 Prior Authorization is obtained. For a physically disabled person, treatment goals may include maintenance of functioning or prevention or slowing of further deterioration. Rehabilitation Services and Habilitation 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. Rehabilitation Services and Habilitation Services, including coverage for chiropractic services, are available from a Provider when Prior Authorization is obtained from BCBSTX.

Benefits are provided for Habilitation Services provided for a Member with a disabling condition when both of the following conditions are met:

- the treatment is administered by one of the following Participating Providers: a licensed speech-language pathologist, licensed audiologist, licensed occupational therapist, licensed physical therapist, Physician, licensed nutritionist, licensed social worker or licensed psychologist.
- the initial or continued treatment must be proven and not Experimental/Investigational.

Benefits for Habilitation Services do not apply to those services that are solely educational in nature or otherwise paid under state or federal law for purely educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not Habilitation Services. A service that does not help the Member to meet functional goals in a treatment plan within a prescribed time frame is not a Habilitation Service.

Benefits for Durable Medical Equipment and prosthetic devices, when used as a component of Habilitation Services, are described under **Durable Medical Equipment** and **Prosthetic Appliances and Orthotic Devices**.

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, BCBSTX 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.

Any day or visit limits or Calendar Year maximum amounts indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will be shared between the coverage provided by this Policy and Your HMO Evidence of Coverage. Except for treatment of Acquired Brain Injury, Rehabilitation Services and Habilitation Services are limited as indicated on the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any Rehabilitation Services and Habilitation Services visits maximum indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Maternity Care and Family Planning Services

Maternity Care. BCBSTX 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. Prior Authorization is not required. Upon request, the length of stay may be extended if BCBSTX determines that an extension is Medically Necessary.

Covered Services, which will require Prior Authorization, include:

1. prenatal visits;

2. use of Hospital delivery rooms and related facilities. A separate Hospital admission Copayment/Coinsurance is 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/Coinsurance and any Deductible for such readmission will be required;
3. administration of a newborn screening test, including the test kit, required by the state of Texas;
4. use of newborn nursery and related facilities;
5. special procedures as may be Medically Necessary and authorized by a PCP, Specialist or Obstetrician/Gynecologist; and
6. postnatal visits. If the mother or newborn is discharged before the minimum hours of inpatient coverage have passed, BCBSTX provides coverage for Post-Delivery Care for the mother and newborn. Post-Delivery Care may be provided at the mother's home or a Provider's office or facility.

Complications of Pregnancy. Covered Services for Complications of Pregnancy will be the same as treatment for any other physical illness and will require Prior Authorization.

Family Planning. Covered Services, which will require Prior Authorization, 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 but not limited to vasectomy and tubal ligation.

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

Infertility Services. Covered Services, which will require Prior Authorization, include 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 BCBSTX Medical Director.

Abortion Services. Abortions for a pregnancy which, as certified by a Physician, places the woman in danger of death unless an abortion is performed are covered.

Fertility Preservation Services Benefits for Fertility Preservation Services for Members who will receive Medically Necessary treatment for cancer, including surgery, chemotherapy, or radiation, that the American Society of Clinical Oncology or the American Society for Reproductive Medicine has established may directly or indirectly cause impaired fertility.

The Fertility Preservation Services must be standard procedures to preserve fertility consistent with established medical practices or professional guidelines published by the American Society of Clinical Oncology or the American Society for Reproductive Medicine.

Behavioral Health Services

Outpatient Mental Health Care. Covered Services include diagnostic evaluation and treatment or crisis intervention.

Inpatient Mental Health Care. Covered Services include inpatient Mental Health Care when Prior Authorization is obtained from BCBSTX or its designated behavioral health administrator. Covered Services must be 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 Mental Health Treatment Facility.

Serious Mental Illness. Covered Services include treatment of Serious Mental Illness when Prior Authorization is obtained from BCBSTX or its designated behavioral health administrator and rendered by a Provider. Services are subject to the same terms and conditions as medical and surgical benefits for any other physical illness.

Chemical Dependency Services. Coverage for treatment of Chemical Dependency is the same as coverage for 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 will require Prior Authorization by BCBSTX or its designated behavioral health administrator.

Emergency Care Services

Benefits for Emergency Care and emergency room services for Mental Health Care or Chemical Dependency will be provided as described in the HMO Evidence of Coverage. All other emergency room services are subject to the Non-Emergency Care Copayment/Coinsurance and any Deductible indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

You may be entitled to protection from balance billing if You receive out-of-network Emergency Care. If You received services because You believed that failing to get care placed Your health or the health of a spouse, child or unborn child in danger, but You have questions about whether Your claim was processed as Emergency Care or questions about a balance bill, please call the number on the back of Your Member identification card.

Urgent Care Services

Urgent Care services are covered when rendered by a Urgent Care Provider for the immediate treatment of a medical condition that requires prompt medical attention but where a brief time lapse before receiving services will not endanger life or permanent health and does not require Emergency Care services. Additional charges described in **Outpatient Laboratory and X-ray Services** or **Outpatient Facility Services** may also apply.

Unless designated and recognized by BCBSTX as an Urgent Care center, neither a Hospital nor an emergency room will be considered an Urgent Care center.

Ambulance Services

For Emergency Care (as defined in this Policy) professional local ground ambulance services or air ambulance services to the nearest Hospital appropriately equipped and staffed for treatment of the Member's condition is covered. For Non-Emergency ground ambulance transportation from one acute care Hospital to another acute care Hospital for diagnostic or therapeutic services (e.g., MRI, CT scans, acute interventional cardiology, intensive care unit services, etc.) may be considered Medically Necessary when specific criteria are met. The non-emergency ground ambulance transportation to or from a Hospital or medical facility, outside of the acute care Hospital setting, may be considered Medically Necessary when the Member's condition is such that trained ambulance attendants are required to monitor the Member's clinical status (e.g.,vital signs and oxygenation), or treatment such as oxygen, intravenous fluids or medications, in order to safely transport the Member, or the Member is confined to bed and cannot be safely transported by any other means. Non-Emergency ground ambulance transportation services provided primarily for the convenience of the Member, the Member's family/caregivers or Physician, or the transferring facility are considered not Medically Necessary.

Non-Emergency air ambulance transportation means transportation from a Hospital emergency department, other health care facility or Inpatient setting to an equivalent or higher level of acuity facility may be considered Medically Necessary when the Member requires acute Inpatient care and services are not available at the originating facility and commercial air transport or safe discharge cannot occur. Non-Emergency air ambulance Transportation services provided primarily for the convenience of the Member, the Member's family/caregivers or Physician, or the transferring facility are considered not Medically Necessary.

Extended Care Services

Covered Services include the following when Prior Authorization is obtained from BCBSTX. 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 a Physician discharges You or after You reach the maximum benefit period or period authorized by BCBSTX, 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 BCBSTX, and is focused on a palliative rather than curative treatment. Services include bereavement counseling.

Home Health Care. Care in the home by Health Care Professionals, including but not limited to registered nurses, licensed practical nurses, physical therapists, inhalation therapists, speech or hearing therapists or home health aides.

Any day or visit limits or Calendar Year maximum amounts indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will be shared between the coverage provided by this Policy and Your HMO Evidence of Coverage.

Health Maintenance and Preventive Services

Covered Services, which may require Prior Authorization, 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 ("USPSTF") or as required by state law:

The services listed below may include requirements pursuant to state regulatory mandates and are to be covered at no cost to the Member.

1. well-child care for Members through age twenty-two (22) 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 and 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, rotavirus, COVID-19, and any other immunization that is required by the law for a child. (Allergy injections are not considered immunizations under this benefit provision.);
4. 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 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;
5. 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 an exam for the early detection of cervical cancer for female Members age eighteen (18) and older. 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;

6. a screening (non-diagnostic) low-dose mammogram to detect the presence of occult breast cancer for female Members age thirty-five (35) and over (once every twelve months), 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. Low-dose mammograms include digital mammography or breast tomosynthesis;
7. preventive care and screenings provided with respect to women's services will be provided for the contraceptive services and supplies and breastfeeding support, counseling and supplies;
8. 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
9. a medically recognized diagnostic rectal screening exam for the detection of colorectal cancer for Members age forty-five (45) or older. Covered Services include 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 include smoking cessation counseling services (including FDAapproved tobacco cessation medications), healthy diet counseling and obesity screening/counseling. NOTE: smoking cessation medications are covered under **PHARMACY BENEFITS** with a Prescription Order from Your Health Care Practitioner.

Preventive drugs (including both prescription and over-the-counter products) that meet the preventive recommendations outlined above and that are listed on the No-Cost Preventive Drug List (to be implemented in the quantities and within the time period allowed under applicable law) will be covered and will not be subject to any Copayment Amount, Coinsurance Amount, Deductible, or dollar maximum when obtained from a Participating Pharmacy. Drugs on the No-Cost Preventive Drug List that are obtained from a non-Participating Pharmacy may be subject to Copayment Amount, Coinsurance Amount, Deductibles, or dollar maximum, if applicable.

A copay waiver can be requested for drugs or immunizations that meet the preventive recommendations outlined above that are not on the No-Cost Preventive Drug List.

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, BCBSTX may use reasonable medical management techniques to determine benefits. For more information, contact customer service at the toll-free number on Your identification card.

Additional preventive screening services, which may require Prior Authorization, 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;

   Note: Covered children to age 19 do have additional benefits as described in **PEDIATRIC VISION CARE BENEFITS**.

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**.

4. early detection test for ovarian cancer. Benefits are available for a CA 125 blood test once every twelve months for female Members age eighteen (18) and older.

   Limitations: To the extent that providing coverage for ovarian cancer screening under Chapter 1370 of the Texas Insurance Code would otherwise require the State of Texas to make a payment under 42 U.S.C. Section 18031(d)(3)(B)(ii), a Qualified Health Plan, as defined by 45 C.F.R. Section 155.20, is not required to provide a benefit for the ovarian cancer screening under Chapter 1370 of the Texas Insurance Code that exceeds the specified essential health benefits required under 42 U.S.C. Section 18022(b).

5. 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.

Dental Surgical Procedures

General dental services are not covered, but limited oral surgical procedures are covered when performed in a Provider's office or in the inpatient or outpatient setting. The following Covered Services will require Prior Authorization by BCBSTX:

1. treatment for accidental injury and such injury resulting from domestic violence or a medical condition to Sound Natural Adult Teeth, the jaw bones or surrounding tissues, not caused by biting or chewing. "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 developmental defect, or a pathology;
5. services provided which are necessary for treatment or correction of a congenital defect;
6. removal of complete bony impacted teeth; and
7. includes consultation by an oral surgeon (or appropriate Specialist) and associated x-rays or diagnostic tests.

Cosmetic, Reconstructive or Plastic Surgery

Coverage will be the same as for treatment of any other physical illness generally, only when prescribed by a PCP or Specialist, and will require Prior Authorization by BCBSTX. Covered Services are limited to the following:

1. surgery to correct a defect resulting from accidental injury;
2. reconstructive surgery following cancer surgery;
3. surgery to correct a functional defect which results from a congenital and/or acquired disease or anomaly;
4. surgical reconstruction of the breast following a mastectomy, and surgical reconstruction of the other breast to achieve a symmetrical appearance; and
5. reconstructive Surgery for Craniofacial Abnormalities.

Allergy Care

Covered Services for testing and treatment provided by a PCP or Specialist.

Diabetes Care

Diabetes Self-Management Training. Covered Services, which will require Prior Authorization, 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 Physician or practitioner; or
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.

When the following diabetes equipment and supplies are obtained, You may be required to pay the full amount of their bill and submit a reimbursement claim form to BCBSTX with itemized receipts. Visit the website at www.bcbstx.com to obtain a BCBSTX medical claim form. If You choose to purchase diabetes supplies utilizing pharmacy benefits, You must pay the applicable **PHARMACY BENEFITS** Copayment/Coinsurance in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences as well as any Deductibles. No claim forms are required.

Diabetes equipment and supplies include, but are not limited to:

- blood glucose monitors, including monitors designed to be used by blind individuals;
- insulin pumps and associated appurtenances;
- insulin infusion devices;
- biohazard disposable;
- containers;
- podiatric appliances (shoes, shoe inserts and foot orthotics) for prevention of complications associated with diabetes. Includes up to two pairs of therapeutic footwear per Calendar Year;
- infusion sets;
- insulin cartridges;
- alcohol wipes;
- adhesive supplies;
- batteries; and
- durable and disposable devices to assist in the injection of insulin.

Also included are repairs and necessary maintenance of insulin pumps not otherwise provided for under the manufacturer's warranty or purchase agreement, rental fees for pumps during the repair and necessary maintenance of insulin pumps, neither of which shall exceed the purchase price of a similar replacement pump.

The diabetes equipment and supplies in the list below are only available utilizing pharmacy benefits. When You purchase these items utilizing pharmacy benefits, You must pay the applicable **PHARMACY BENEFITS** Copayment

in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences as well as any Deductibles. No claim forms are required.

- glucose meter solution;
- test strips specified for use with a corresponding blood glucose monitor;
- visual reading and urine test strips and tablets that test for glucose, ketones and protein;
- lancets and lancet devices;
- injection aids, including devices used to assist with insulin injection and needleless systems;
- glucagon emergency kits;
- prescription orders for insulin and insulin analog preparations;
- insulin syringes;
- prescriptive and nonprescriptive oral agents for controlling blood sugar levels.

As new or improved treatment and monitoring equipment or supplies become available and are approved by the U.S. Food and Drug Administration (FDA), such equipment or supplies may be covered if determined to be Medically Necessary and appropriate by the treating Physician or Provider who issues the written order for the supplies or the equipment.

Prosthetic Appliances and Orthotic Devices

The following covered appliances and devices require Prior Authorization by BCBSTX.

1. Initial Prosthetic Appliances, including professional fitting services related to the fitting and use of these devices, 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 or 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. Breast prostheses and surgical brassieres after mastectomy.
5. Medically Necessary foot orthotics that are consistent with the Medicare Benefit Policy Manual are covered. There is no Calendar Year maximum. This is in addition to, and does not affect, the coverage for podiatric appliances shown in Diabetes Care.
6. One cochlear implant, which includes an external speech processor and controller, per impaired ear is covered. Coverage also includes related treatments such as Habilitation and Rehabilitation Services, fitting and dispensing services and the provision of ear molds as necessary to maintain optimal fit of hearing aids. Implant components may be replaced as Medically Necessary or audiologically necessary.
7. Covered benefits are limited to the most appropriate model of prosthetic device or orthotic device that adequately meets the medical needs of the Member as determined by the treating Provider.

Durable Medical Equipment

You must obtain services and devices through a DME Provider, which must be consistent with the Medicare DME Manual, and will require Prior Authorization by BCBSTX. BCBSTX will determine whether DME is rented or purchased, and retains the option to recover the DME upon cancellation or termination of Your coverage.

Examples of DME are: standard wheelchairs, crutches, walkers, orthopedic tractions, Hospital beds, oxygen, bedside commodes, suction machines, etc. Excluded items are listed in **LIMITATIONS AND EXCLUSIONS**.

Ostomy Supplies

Benefits for supplies related to ostomy may include, but are not limited to:

1. pouches, face plates and belts;
2. irrigation sleeves, bags and ostomy irrigation catheters;
3. skin barriers; and
4. deodorants, filters, lubricants, tape, appliance cleaners, adhesive and adhesive remover.

Medical Supplies

Medical or disposable supplies prescribed by a Physician include, but are not limited to:

1. urinary catheters;
2. wound care or dressing supplies given by a Provider during treatment for covered health services; and
3. medical-grade compression stockings when considered Medically Necessary. The stockings must be prescribed by a Physician, individually measured and fitted to the patient.

Coverage also includes disposable supplies necessary for the effective use of Durable Medical Equipment and diabetic supplies for which benefits are provided as described under Durable Medical Equipment and Diabetes Services.

Hearing Aids

Covered Services and equipment, which may require Prior Authorization, include one audiometric examination to determine type and extent of hearing loss once every thirty-six (36) months and the fitting and purchase of hearing aid device(s). Coverage also includes fitting and dispensing services, the provision of ear molds as necessary to maintain optimal fit of hearing aids and Habilitation and Rehabilitation Services. Exclusions are listed in **LIMITATIONS AND EXCLUSIONS**.

Any day or visit limits or Calendar Year maximum amounts indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will be shared between the coverage provided by this Policy and Your HMO Evidence of Coverage.

Speech and Hearing Services

Covered Services, which may require Prior Authorization, include inpatient and outpatient care and treatment for loss or impairment of speech or hearing that is not less favorable than for physical illness generally.

Benefits for Autism Spectrum Disorder will not apply towards and are not subject to any speech and hearing services visits maximum indicated on Your **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 BCBSTX 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 Policy and any benefit exclusions or limitations will apply.

Autism Spectrum Disorder

Generally recognized services prescribed in relation to Autism Spectrum Disorder by a PCP or Specialist in a treatment plan recommended by that Physician are covered. No benefit maximums will apply. Individuals providing treatment prescribed under that plan must be 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.

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 Policy will apply, including but not limited to, defined terms, limitations and exclusions.

Benefits for Autism Spectrum Disorder will not apply towards any visit maximum indicated on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. Please review the Rehabilitation and Habilitation Services provision and the Speech and Hearing Services provisions in this section of the Certificate.

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 that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition and is recognized under state and/or federal law.

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.

Teledentistry, Telehealth and Telemedicine Medical Services

Teledentistry, Telehealth and Telemedicine Medical Services are covered, as defined in **DEFINITIONS** and may require Prior Authorization.

Diagnostic Mammography and Other Breast Imaging

Diagnostic Imaging is covered to the same extent as screening mammograms as described in the **COVERED SERVICES AND BENEFITS**; **Health Maintenance and Preventive Services**.

In addition to the applicable terms provided in the **DEFINITIONS** section of the Policy, the following term will apply specifically to this provision.

Diagnostic Imaging means an imaging examination using mammography, ultrasound imaging, or magnetic resonance imaging that is designed to evaluate:

1. a subjective or objective abnormality detected by a Physician or patient in a breast;
2. an abnormality seen by a Physician on a screening mammogram;
3. an abnormality previously identified by a Physician as probably benign in a breast for which follow-up imaging is recommended by a Physician; or
4. an individual with a personal history of breast cancer or dense breast tissue.

The Copayment/Coinsurance Amounts indicated in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS; Health Maintenance and Preventive Services** for screening mammograms will apply.

Biomarker Testing

Covered Services for Medically Necessary Biomarker Testing for the purpose of diagnosis, treatment, appropriate management, or ongoing monitoring of a member's disease or condition to guide treatment when the test is supported by medical and scientific evidence, including:

- a labeled indication for a test approved or cleared by the FDA;
- a labeled indication for a test approved or cleared by the FDA;
- an indicated test for a drug approved by the FDA;
- a national coverage determination made by CMS or a local coverage determination made by a Medicare administrative contractor;
- nationally recognized clinical practice guidelines; or
- consensus statements.

Biomarker Testing will be covered only when use of Biomarker Testing provides clinical utility because use of the test for the condition is evidence-based, is scientifically valid based on the medical and scientific evidence, informs the members outcome and a provider's clinical decision, and predominantly addresses the acute or chronic issue for which the test is ordered. This coverage will be provided in a manner that limits disruptions in care, including limiting the number of biopsies and biospecimen samples.

Routine Foot Care

Medically Necessary routine foot care is covered, when obtained from a licensed Provider.

LIMITATIONS AND EXCLUSIONS

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

1. Any services or supplies which are provided by HMO.
2. Services or supplies which in the judgment of a PCP or Specialist or BCBSTX 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, except for routine patient care for participants in an Approved Clinical Trial. 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. Denials based on Experimental/Investigational services and supplies are Adverse Determinations and are subject to the utilization review process, including reviews by an Independent Review Organization (IRO) as described in the **COMPLAINT AND APPEAL PROCEDURES** section of the Policy.
5. Any charges resulting from the failure to keep a scheduled visit with a 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 You are receiving through Medicare or for which You are eligible through entitlement programs of the federal, state, or local government, including but not limited to Medicaid and its 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. Subject to the Emergency Care benefits as described in the HMO Evidence of Coverage; 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 BCBSTX.
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 BCBSTX. If a semi-private room is not available, BCBSTX 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 a PCP or Specialist.

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 BCBSTX;
    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 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; or
    d. allergen specific IgG measurement.

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. treatment of sexual dysfunction including medications, penile prostheses and other surgery, and vascular or plethysmographic studies that are used only for diagnosing impotence;
    c. promotion of fertility through extra-coital reproductive technologies including, but not limited to, artificial insemination, intrauterine insemination 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;
    d. any services or supplies related to in vitro fertilization or other procedures when You are the donor and the recipient is not a Member;
    e. in vitro fertilization and fertility drugs.

26. Services or supplies in connection with foot care for flat feet, fallen arches, or chronic foot strain.

27. 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**.

28. Services or supplies for, or in conjunction with, chelation therapy, except for treatment of acute metal poisoning.

29. Services or supplies for dental care, except as described in **Dental Surgical Procedures**.

30. 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**.

31. Alternative treatments such as acupuncture, dry needling, trigger-point acupuncture, acupressure, hypnotism, massage therapy and aroma therapy.

32. Services or supplies for:

    a. intersegmental traction;
    b. all types of home traction devices and equipment;
    c. vertebral axial decompression sessions;
    d. surface EMGs;
    e. spinal manipulation under anesthesia;
    f. muscle testing through computerized kinesiology machines such as Isostation, Digital Myograph and Dynatron;
    g. balance testing through computerized dynamic posturography sensory organization test.

33. Galvanic stimulators or TENS units.

34. Scanning the visible front portion of the eye with computerized ophthalmic diagnostic imaging or measuring the firmness of the front of the eye with corneal hysteresis by air impulse stimulation.

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.

36. Excluded supplies include, but are not limited to, compression stockings, ace bandages, wound care or dressing supplies, prescribed or non-prescribed medical and disposable supplies that can be purchased over the counter. This exclusion does not apply to:

    a. Ostomy bags and related supplies for which benefits are provided as described under **Ostomy Supplies** section;
    b. Disposable supplies necessary for the effective use of Durable Medical Equipment for which benefits are provided as described under **Durable Medical Equipment** section;
    c. Urinary catheters, wound care or dressing supplies given by a Provider during treatment for Covered Services;
    d. Medical grade compression stockings when considered Medically Necessary. The stockings must be prescribed by a Physician, individually measured and fitted to the patient;
    e. Diabetic supplies for which benefits are provided as described under **Diabetes Services** section;
    f. Batteries, tubing, nasal cannulas, connectors and masks except when used with Durable Medical Equipment.

Not all Medical Supplies are Covered Services and all are subject to medical review.

37. 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 affect changes in the foot or foot alignment; arch supports; braces; splints or other foot care items.

38. Testing of:

    a. blood for measurement of levels of: Lipoprotein a; small dense low density lipoprotein; lipoprotein subclass high resolution; lipoprotein subclass particle numbers; lipoprotein associated phospholipase A2, which are fat/protein substances in the blood that might be ordered in people with suspected deposits in the walls of blood vessels;
    b. urine for measurement of collagen cross links, which is a substance that might be ordered in people with suspected high bone turnover;
    c. cervicovaginal fluid for amniotic fluid protein during pregnancy, which might be ordered in people suspected to have fluid leaking from around the baby (premature ruptured membranes).

39. The following psychological/neuropsychological testing and psychotherapy services:

    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);
    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; or
    j. bioenergetic therapy.

40. Biofeedback (except for an Acquired Brain Injury diagnosis) or other behavior modification services.

41. Mental health services except as described in **Behavioral Health Services** or as may be provided under **Autism Spectrum Disorder**.

42. 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.

43. Trauma or wilderness programs for behavioral health or Chemical Dependency treatment.

44. Replacement for loss, damage or functional defect of hearing aids. Batteries are not covered unless needed at the time of the initial placement of the hearing aid device(s).

45. Deluxe equipment such as motor driven wheelchairs and beds (unless determined to be Medically Necessary); comfort items; bedboards; bathtub lifts; over-bed tables; air purifiers; sauna baths; exercise equipment; stethoscopes and sphygmomanometers; Experimental and/or research items; and replacement, repairs or maintenance of the DME.

46. 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 Provider; or
    e. if covered under **PHARMACY BENEFITS**.

47. Any procedures, equipment, services, supplies, or charges for abortions except for abortions to terminate a pregnancy which, as certified by a Physician, places You in danger of death unless an abortion is performed.

48. 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 Provider.

49. Self-administered drugs dispensed or administered by a Physician in his/her office.

50. Any services or supplies from more than one Provider on the same day(s) to the extent benefits were duplicated.

51. Long Term Care.

52. Cannabis - This plan does not cover cannabis. Cannabis means all parts of the plant genus Cannabis containing delta-9-tetrahydrocannabinol (THC) as an active ingredient, whether growing or not, the seeds of the plant, the resin extracted from any part of the plant, and every cannabis-derived compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin. Cannabis with THC as an active ingredient may be called marijuana.

PHARMACY BENEFITS

Definitions

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

Allowable Amount means the maximum amount determined by BCBSTX to be eligible for consideration of payment for a particular Covered Drug. The Allowable Amount is based on the Blue Advantage HMO Participating Pharmacy contract rate. 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 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/Coinsurance obligations from generic to brand name.

Brand Name Drug (Non-Preferred) means a Brand Name Drug which appears on the applicable Drug List as Non-Preferred Brand Name Drug. The Drug List is available by accessing the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

Brand Name Drug (Preferred) means a Brand Name Drug which appears on the applicable Drug List as Preferred Brand Name Drug. This list is available by accessing the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

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

Coinsurance means the percentage amount paid by the Member for each Prescription Order filled or refilled through a non-Participating Pharmacy.

Covered Drug(s) means any Legend Drug:

1. which is included on the applicable Drug List;
2. which is Medically Necessary and is ordered by an authorized Health Care Practitioner naming a Member as the recipient;
3. for which a written or verbal Prescription Order is provided by an authorized Health Care Practitioner;
4. for which a separate charge is customarily made;
5. which is not consumed at the time and place that the Prescription Order is written;
6. for which the U.S. Food and Drug Administration (FDA) has given approval for at least one indication; and
7. which is dispensed by a Pharmacy and is received by the Member while covered under this Policy, except when received from a Provider's office, or during confinement while a patient in a Hospital or other acute care institution or facility (refer to **Limitations and Exclusions**).

Note: Covered Drug(s) under Your Pharmacy Benefits also means insulin, insulin analogs, insulin pens, and prescriptive and non-prescriptive oral agents for controlling blood sugar levels, including disposable syringes and needles needed for self-administration.

Drug List means a list of all drugs that may be covered under Your Pharmacy Benefits. The Drug List is available by accessing the website at www.bcbstx.com/member/rx-drugs/drug-lists/drug-lists. You may also contact customer service at the toll-free number on Your identification card for more information.

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 BCBSTX utilizes the generic/brand status assigned by a nationally recognized Provider of drug

product database information. You should know that not all drugs identified as "generic" by the drug product database, manufacturer, Pharmacy, or Your Physician will adjudicate as generic by BCBSTX. Generic Drugs are shown on the Drug List which is available by accessing the website at www.bcbstx.com/member/rx-drugs/drug-lists/drug-lists; or You may contact customer service at the toll-free number on Your identification card.

Generic Drug (Non-Preferred) means a Generic Drug which appears on the applicable Drug List as Non-Preferred Generic Drug. The Drug List is available by accessing the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

Generic Drug (Preferred) means a Generic Drug which appears on the applicable Drug List as Preferred Generic Drug. The Drug List is available by accessing the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

Health Care Practitioner means an Advanced Practice Nurse, doctor of medicine, doctor of dentistry, Physician 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 is approved by the FDA for a particular use or purpose.

Non-Participating Pharmacy means an independent retail Pharmacy, chain of retail Pharmacies, mail-order program Pharmacy or a Specialty Pharmacy Provider which have not entered into a written agreement with BCBSTX to provide pharmaceutical services to Members under the HMO Evidence of Coverage.

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.

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.

Specialty Drugs means a high cost prescription drug that meets any of the following criteria:

1. used in limited patient populations or indications,
2. typically self-injected,
3. limited availability, requires special dispensing, or delivery and/or patient support is required and therefore, they are difficult to obtain via traditional Pharmacy channels, or
4. complex reimbursement procedures are required.

To determine which drugs are Specialty Drugs, refer to the Drug List which is available by accessing the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists.

Specialty Pharmacy Provider means a Pharmacy which has not entered into a written agreement with HMO to provide Specialty Drugs to Members under the HMO Evidence of Coverage.

Covered Drugs

Benefits for Medically Necessary Covered Drugs prescribed to treat You for a chronic, disabling, or life-threatening illness covered by BCBSTX are available if the drug is on the applicable Drug List and 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.

For a list of Covered Drugs, You can access the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists or You can also contact customer service at the toll-free number on Your identification card.

You are responsible for any Copayments/Coinsurance and any Deductible for Covered Drugs shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and pricing differences that may apply to the Covered Drug dispensed.

Injectable Drugs. Injectable drugs approved by the FDA for self-administration are covered. Benefits will not be provided under **PHARMACY BENEFITS** for any self-administered drugs dispensed by a Physician.

Diabetes Supplies for Diabetes Care. Insulin, insulin analogs, insulin pens, insulin syringes, needles, injection devices, glucagon emergency kits, lancets, lancet devices, glucose meter solution, 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.

A separate Copayment/Coinsurance and any Deductible will apply to each fill of a prescription purchased on the same day for insulin and insulin syringes.

All supplies, including medications and equipment for the control of diabetes will be dispensed as written, unless substitution is approved by Your prescribing Physician or other Health Care Practitioner who issues the written order for the supplies or equipment.

Emergency Refills of Insulin or Insulin-Related Equipment and Supplies

A pharmacist may exercise their professional judgement in refilling a Prescription Order for Insulin or Insulin-Related Equipment or Supplies without the authorization of the prescribing Health Care Practitioner in the following situations:

- the pharmacist is unable to contact Your Health Care Practitioner after reasonable effort;
- the pharmacist has documentation showing the patient was previously prescribed insulin or insulin-related equipment or supplies by a Health Care Practitioner; and
- the pharmacist assesses the patient to determine whether the emergency refill is appropriate.

The quantity of an emergency refill will be the smallest available package and will not exceed a 30-day supply.

In addition to the applicable terms provided in the **DEFINITIONS** section of the Certificate, the following terms will apply specifically to this provision:

Insulin means an insulin analog and an insulin-like medication, regardless of the activation period or whether the solution is mixed before the prescription is dispensed.

Insulin-Related Equipment or Supplies means needles, syringes, cartridge systems, prefilled pen systems, glucose meters, continuous glucose monitor supplies, and text strips but does not include insulin pumps.

You are responsible for the same Deductibles, Copayment Amounts, Coinsurance Amounts and any pricing differences that may apply to the items dispensed in the same manner as for nonemergency refills of diabetes equipment or supplies.

Insulin Drug Program

The total amount You may pay for a Covered Drug that contains insulin and is used to treat diabetes will not exceed the amount shown on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**, up to a 30-day supply, regardless of the amount or type of insulin needed to fill the Prescription Order. The preferred insulin drugs are identified on Your Drug List and does not include an insulin drug administered intravenously.

Insulin drugs obtained from a non-Participating Pharmacy or not identified as a Preferred insulin drug may be subject to Copayment Amount, Coinsurance Amount, Deductibles or dollar maximums, if applicable.

Exceptions will not be made for drugs not identified as a Preferred insulin drug or for an excluded drug.

Preventive Care. Prescription and 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") (to be implemented in the quantities and within the time period allowed under applicable law) or as required by state law will be covered and will not be subject to any Copayment, Coinsurance, Deductible or dollar maximums when obtained from a Participating Pharmacy. Covered Drugs obtained from a non-Participating Pharmacy, may be subject to Copayments, Coinsurance, Deductibles or dollar maximums, if applicable.

Formulas for the Treatment of Phenylketonuria or Other Heritable Diseases. Dietary formulas necessary for the treatment of phenylketonuria or other heritable diseases are covered to the same extent as any other Covered Drug available only on the orders of a Health Care Practitioner.

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/Coinsurance and Deductibles will not apply to certain orally administered anticancer medications when received from a Participating Pharmacy. Coverage of prescribed orally administered anticancer medications when received from a non-Preferred Specialty Pharmacy Provider or Non-Participating Pharmacy will be provided on a basis no less favorable than intravenously administered or injected cancer medications. To determine if a specific drug is included in this benefit, contact customer service at the toll-free number on Your identification card.

Specialty Drugs. Benefits are available for Specialty Drugs as shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Selecting a Pharmacy

Non-Participating Pharmacy. If You have a Prescription Order filled or obtain a covered vaccination at a Non-Participating Pharmacy, You must pay the Pharmacy the full amount of its bill and submit a claim form and itemized receipt to us verifying that the prescription was filled or a covered vaccination was obtained. We will pay benefits for Covered Drugs and covered vaccinations as shown on Your **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. You will not be reimbursed for any charges over the Allowable Amount of the Covered Drugs.

Each prescription or refill is subject to the Copayment/Coinsurance and Deductible shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** and any applicable pricing differences. You may be required to pay for limited or non-Covered Services.

Prescription Drugs Purchased Outside of the Service Area. BCBSTX will reimburse You for the Allowable Amount of the prescription drugs less the Out-of-Area Drug Copayment/Coinsurance 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 BCBSTX, 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 to obtain a prescription drug claim form. Any Deductible shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** will also apply.

Your Cost

How Copayment/Coinsurance Amounts Apply. If the Allowable Amount of the drug is less than the Copayment/Coinsurance, You pay the lower cost. When that lower cost is more than the amount You would pay if You purchased the drug without using Your HMO pharmacy benefits or any other source of drug benefits or discounts, You pay such purchase price.

You will pay no more than the applicable Brand Name Drug Copayment/Coinsurance if the prescription has no generic equivalent. If You receive a Brand Name Drug when a generic equivalent is available, the Copayment/Coinsurance will be the total of the Generic Drug Copayment/Coinsurance plus the difference between the cost of the Generic Drug equivalent and the cost of the Brand Name Drug. You will also be responsible for any Deductible that may apply. Exceptions to this may be allowed for certain preventive medications (including prescription contraceptive medications) if Your Health Care Practitioner submits a request to BCBSTX indicating that the Generic Drug would be medically inappropriate, along with supporting documentation. If BCBSTX grants the exception request, any difference between the Allowable Amount for the Brand Name Drug and the Generic Drug equivalent will be waived.

You may not be required to pay the difference in cost between the Allowable Amount of the Brand Name Drug and the Allowable Amount of the Generic drug if there is a medical reason (e.g., adverse event) You need to take the Brand Name Drug and certain criteria are met. Your Health Care Practitioner can submit a request to waive the difference in cost between the Allowable Amount of the Brand Name Drug and Allowable Amount of the Generic Drug. In order for this request to be reviewed, Your Health Care Practitioner must send in a MedWatch form to the Food and Drug Administration (FDA) to let them know the issues You experienced with the generic equivalent. Your Health Care Practitioner must provide a copy of this form when requesting the waiver. The FDA MedWatch form is used to document adverse events, therapeutic inequivalence/failure, product quality problems, and product use/medication error. This form is available on the FDA website. If the waiver is granted, applicable Copayment/Coinsurance and any Deductible will still apply. For additional information, You may access the website at www.bcbstx.com or contact customer service at the toll-free number on Your identification card.

Deductible. The Deductible per Calendar Year for each Member is shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. This is the dollar amount that each Member must pay during a Calendar Year before benefits are available. This Deductible will be applied to each covered Prescription Order filled or refilled until it is satisfied and will be based on the Allowable Amount of the drugs. After the Deductible is met, You will only pay the appropriate Copayment/Coinsurance for Covered Drugs and any pricing difference that may apply.

Any Deductible amounts applied toward satisfying this Policy's Deductible will not apply towards the HMO Deductible.

Any Deductible amounts applied toward satisfying the HMO Deductible will not apply towards this Policy's Deductible.

How Member Payment is Determined. Prescription drug products are separated into tiers. Generally, each drug is placed into one of four drug tiers:

- **Tier 1** – includes mostly Generic Drugs and may contain some Brand Name Drugs.
- **Tier 2** – includes mostly Brand Name Drugs (Preferred) and may contain some Generic Drugs.
- **Tier 3** – includes mostly Brand Name Drugs (Non-Preferred) and may contain some Generic Drugs.

- **Tier 4** – includes Specialty Drugs (Preferred) and may contain some Generic Drugs.

Copayments/Coinsurance and any Deductible for Covered Drugs on each drug tier is shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. To determine the tier in which a drug is included, access the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists or by contacting customer service at the toll-free number on Your identification card.

If a Covered Drug was paid for using any third-party payments, financial assistance, discount, product voucher, or other reduction in out-of-pocket expenses made by You or on Your behalf, that amount will be applied to Your cost-sharing requirements (including deductible, copayment, or out-of-pocket maximum).

About Your Benefits

Covered Drug List. Drugs listed on the Drug List are selected by BCBSTX based upon the recommendations of a committee, which is made up of current and previously practicing Physicians and pharmacists from across the country, some of whom are employed by or affiliated with BCBSTX. The committee considers existing drugs approved by the FDA, as well as those newly FDA approved for inclusion on the Drug List. Entire drug classes are also regularly reviewed. Some of the factors committee members evaluate include each drug's safety, effectiveness, cost and how it compares with drugs currently on the Drug List.

Positive changes (e.g., adding drugs to the Drug List, drugs moving to a lower payment tier) occur quarterly after review by the committee. Changes to the Drug List that could have an adverse impact to You (e.g., drug exclusion, drug moving to a higher payment tier, or drugs requiring step therapy or Prior Authorization) only occur annually upon coverage renewal, consistent with Texas Insurance Code 1369.0541 and 1369.055.

The Drug List and any modifications will be made available to You. By accessing the Blue Cross and Blue Shield website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists or calling the customer service toll-free number on Your identification card, You will be able to determine the Drug List that applies to You and whether a particular drug is on the Drug List. BCBSTX may uniformly modify drug coverage under the plan at the time of coverage renewal upon at least 60 days' advance written notice as required by applicable law.

Drug List Exception Requests. You, or Your prescribing Physician or other Health Care Practitioner with prescriptive authority, can ask for a Drug List exception if Your drug is not on the Drug List (also known as formulary). To request this exception, You, Your prescribing Physician or other Health Care Practitioner, can call the number on the back of Your identification card to ask for a review. You may be required to submit a supporting statement from Your prescribing Physician or other Health Care Practitioner.

If You have a health condition that may jeopardize Your life, health or Your ability to regain maximum function or You are undergoing a current course of treatment using a drug that is not on the Drug List, an expedited review may be requested. You, or Your prescribing Physician or other Health Care Practitioner, will be notified of the coverage decision within 24 hours after the request for expedited review is received. If Your request is granted, coverage will be provided for the duration of the exigency.

For requests that do not meet the criteria for expedited review, a standard review will be completed and You and Your prescribing Physician or other Health Care Practitioner will be notified of the coverage decision within 72 hours after the request for standard review is received. If Your request is granted, coverage will be provided for the duration of the prescription, including refills.

If Your expedited or standard Drug List exception request is denied, the decision notice will include information explaining Your right to request review by an Independent Review Organization (IRO). You and Your prescribing Physician or other Health Care Practitioner will be notified of the IRO's decision within 24 hours of an expedited review and within 72 hours for a standard review. If Your expedited exception request is granted, coverage will be provided for the duration of the exigency. If Your standard exception request is granted, coverage will be provided for the duration of the prescription, including refills.

Day Supply. Benefits for Covered Drugs obtained from a non-Participating Pharmacy are provided up to the maximum day supply limit as shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**. BCBSTX has the right to determine the day supply. Payment for benefits covered by BCBSTX 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.

Prescription Refills. You may obtain prescription drug refills from any Participating Pharmacy. Once every 12 months, You will be able to synchronize the start time of certain Covered Drugs used for treatment and management of a chronic illness so they are refilled on the same schedule for a given time period. When necessary to fill a partial Prescription Order to permit synchronization, BCBSTX will prorate the Copayment due for Covered Drugs based on the proportion of days the reduced Prescription Order covers to the regular day supply outlined in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS**.

Covered prescription contraceptives may be obtained as follows:

- An initial three-month supply at one time
- Up to a 12-month supply at one time for subsequent refills
- Maximum of 12-month supply during each 12-month period.

Refills for prescription eye drops to treat a chronic eye disease or condition will be refilled if (1) the original Prescription Order states that additional quantities of the eye drops are needed; (2) the refill does not exceed the total quantity of dosage units authorized by the prescribing Health Care Practitioner on the original Prescription Order, including refills; and (3) the refill is dispensed on or before the last day of the prescribed dosage period. The refills are allowed:

- not earlier than the 21st day after the date a Prescription Order for a 30-day supply is dispensed; or
- not earlier than the 42nd day after the date a Prescription Order for a 60-day supply is dispensed; or
- not earlier than the 63rd day after the date a Prescription Order for a 90-day supply is dispensed.

Dispensing Limits. Dispensing limits are based upon FDA dosing recommendations and nationally recognized guidelines. Coverage limits are placed on medications in certain drug categories. Limits may include: quantity of covered medication per prescription, quantity of covered medication in a given time period, coverage only for Members within a certain age range, or coverage only for Members of a specific gender. Quantities of some drugs are restricted regardless of the quantity ordered by the Health Care Practitioner. However, benefits for prescription inhalants will not be restricted on the number of days before an inhaler refill may be obtained. To determine if a specific drug is subject to this limitation, You may access the website at www.bcbstx.com or contact customer service at the toll-free number on Your identification card.

If You require a Prescription Order in excess of the dispensing limit established by BCBSTX, 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. 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. BCBSTX has the right to determine dispensing limits at its sole discretion. Payment for benefits covered by BCBSTX 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.

Multi-Category Split Fill Program. If this is Your first time using select medications in certain drug classes (e.g., medications for cancer, multiple sclerosis, lung disorders, etc.) or if You have not filled one of these medications within 120 days, You may only be able to receive a partial fill (14–15 day supply) of the medication for up to the first 3 months of therapy. This is to help see how the medication is working for You. If You receive a partial fill, Your Copayments and/or Coinsurance will be adjusted to align with the quantity of medication dispensed. If the medication is working for You and Your Physician wants You to continue on this medication, You may be eligible to receive up to a 30-day supply after completing up to 3 months of the partial supply. For a list of

drugs that are included in this program, please visit the www.bcbstx.com/rx-drugs/pharmacy/pharmacy-programs website.

Controlled Substance Limits. In the event BCBSTX determines that a Member may be receiving quantities of a Controlled Substance not supported by FDA approved dosages or recognized safety or treatment guidelines, any additional drugs may be subject to a review for medical necessity, appropriateness and other coverage restrictions which may include but are not limited to services provided by a certain Provider and/or Pharmacy for the prescribing and dispensing of the Controlled Substance and/or limiting coverage to certain quantities. Additional Copayments/Coinsurance and any Deductible may apply.

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 BCBSTX.

When You submit a Prescription Order to a 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. A list of step therapy medications is available to You and Your Health Care Practitioner on our website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists 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 subject to the step therapy program without trying an alternative medication first. In this case, Your Health Care Practitioner must contact BCBSTX 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/Coinsurance and after any Deductible.

Although You may currently be on a drug that is part of the step therapy program, Your Claim may need to be reviewed to see if the criteria for coverage of further treatment has been met. A documented treatment with a generic or brand therapeutic alternative medication may be required for continued coverage of the Brand Name Drug.

Step therapy programs do not apply to prescription drug treatment for the treatment of Stage-Four Advanced, Metastatic Cancer or Associated Conditions. Coverage for prescription drug treatment for Stage-Four Advanced, Metastatic Cancer or Associated Conditions do not require You to fail to successfully respond to a different drug or provide a history of failure of a different drug, before providing coverage of a prescription drug. This applies only to a prescription drug treatment that is consistent with best practices for the treatment of Stage-Four Advanced, Metastatic Cancer or an Associated Condition; supported by peer-reviewed, evidence-based literature; and approved by the United States Food and Drug Administration.

In addition to the **DEFINITIONS** of this Policy, the following definitions are applicable to this provision:

1. "Stage-Four Advanced, Metastatic Cancer" means a cancer that has spread from the primary or original site of the cancer to nearby tissues, lymph nodes, or other areas or parts of the body.
2. "Associated Conditions" means the symptoms or side effects associated with Stage-Four Advanced, Metastatic Cancer or its treatment and which, in the judgment of the Health Care Practitioner, further jeopardize the health of a patient if left untreated.

For treatment of Serious Mental Illness for Members 18 years or older, for Covered Drugs approved by the FDA will not require that the Member

1. fail to successfully respond to more than one different drug for each drug prescribed, excluding the generic or pharmaceutical equivalent of the prescribed drug; or
2. prove a history of failure of more than one different drug for each drug prescribed, excluding the generic or pharmaceutical equivalent of the prescribed.

Step Therapy may be required for a trial of a generic or pharmaceutical equivalent of a prescribed prescription drug as a condition of continued coverage of the prescribed drug only:

1. once in a plan year; and

2. if the generic or equivalent drug is added to the plan's Drug List.

Step Therapy Exception Requests: Your prescribing Physician or other Health Care Practitioner may submit a written request for an exception to the Step Therapy requirements. The Step Therapy Exception Request will be considered approved if we do not deny the request within 72 hours after receipt of the request. If Your prescribing Physician or other Health Care Practitioner reasonably believes that denial of the Step Therapy Exception Request could cause You serious harm or death, submission of the request with Urgent noted and documenting these concerns will be considered approved if we do not deny the request within 24 hours after receipt of the request. If Your Step Therapy Exception Request is denied, You have the right to request an expedited internal appeal and also have the right to request review by an Independent Review Organization as explained in the **COMPLAINT AND APPEAL PROCEDURES** section of this Policy.

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 by accessing the website at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists or contact customer service at the toll-free number on Your identification card.

When You submit a Prescription Order to a 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. The requested medication may be approved or denied for coverage by BCBSTX based upon its accordance with established clinical criteria.

Prior Authorization will not be required more than once annually for Covered Drugs used to treat an autoimmune disease, hemophilia or Von Willebrand disease, except for:

1. opioids, benzodiazepines, barbiturates, or carisoprodol;
2. prescription drugs that have a typical treatment period of less than 12 months;
3. drugs that:
    a. have an FDA boxed warning for use; and
    b. must have specific provider assessment; or
4. use in a manner other than the FDA approved use.

Right of Appeal. You have the right to appeal as explained in the **COMPLAINT AND APPEAL PROCEDURES** section of this Policy.

Limitations and Exclusions

Pharmacy benefits are not available for:

1. Drugs or vaccinations which are provided by HMO are not covered.
2. Drugs/products which are not included on the Drug List, unless specifically covered elsewhere in this Policy and/or such coverage is required in accordance with applicable law or regulatory guidance.
3. Non-FDA approved drugs.
4. 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, and select vaccinations administered through certain Participating Pharmacies shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** are covered.)
5. 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 BCBSTX.
6. 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.
7. Drugs, that the use or intended use of would be illegal, unethical, imprudent, abusive, not Medically Necessary, or otherwise improper.
8. Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the identification card.
9. Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction that is not covered under BCBSTX, or for which benefits have been exhausted.
10. 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.
11. Drugs for which the Pharmacy's usual retail price to the general public is less than or equal to the Copayment.
12. Devices, technologies, and/or Durable Medical Equipment (DME) such as but not limited to therapeutic devices, including support garments and other non-medicinal substances, digital health technologies and/or applications even though such devices may require a Prescription Order. (Disposable hypodermic needles, syringes for self-administered injections and contraceptive devices are covered). However, You do have certain DME benefits available under the **Durable Medical Equipment** section in **COVERED SERVICES AND BENEFITS.** Coverage for female contraceptive devices and the rental (or, at BCBSTX'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**.
13. Pharmaceutical aids such as excipients found in the USP-NF (United States Pharmacopeia – National Formulary), including but not limited to preservatives, solvents, ointment bases, and flavoring, coloring, diluting, emulsifying, and suspending agents.
14. 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.

15. Any special services provided by a Pharmacy, including but not limited to counseling and delivery. Select vaccinations shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** administered through certain Participating Pharmacies are an exception to this exclusion.
16. 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.
17. Administration or injection of any drugs.
18. Injectable drugs except self-administered Specialty Drugs or those approved by the FDA for self-administration.
19. 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 the ingredients' manufacturers.)
20. 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.
21. 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**).
22. Allergy serum and allergy testing materials. However, You do have certain benefits available under **Allergy Care** in **COVERED SERVICES AND BENEFITS**.
23. Athletic performance enhancement drugs.
24. 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.
25. Any prescription antiseptic or fluoride mouthwashes, mouth rinses or topical oral solutions or preparations.
26. Fluoride supplements except as required by law.
27. Cosmetic drugs used primarily to enhance appearance, including, but not limited to, correction of skin wrinkles and skin aging.
28. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss or dietary control.
29. Drugs to treat sexual dysfunction including but not limited to sildenafil citrate, phentolamine, apomorphine, and alprostadil in oral and topical form.
30. Drugs for the treatment of Infertility (oral and injectable).
31. Prescription Orders which do not meet the required step therapy criteria.
32. Prescription Orders which do not meet the required Prior Authorization criteria.
33. Replacement of drugs or other items that have been lost, stolen, destroyed or misplaced.
34. Shipping, handling or delivery charges.
35. Certain drug classes where there is an over-the-counter alternative available.
36. Prescription Orders written by a member of Your immediate family, or a self-prescribed Prescription Order.

37. Institutional packs and drugs which are repackaged by anyone other than the original manufacturer.
38. Drugs determined by BCBSTX to have inferior efficacy or significant safety issues.
39. Bulk powders.
40. Diagnostic agents. This exclusion does not apply to diabetic test strips.
41. Self-administered drugs dispensed or administered by a Physician in his/her office.
42. Drugs that are not considered Medically Necessary or treatment recommendations that are not supported by evidence-based guidelines or clinical practice guidelines.
43. Some drugs have therapeutic equivalents/therapeutic alternatives. In some cases, Blue Cross and Blue Shield may limit benefits to only certain therapeutic equivalents/therapeutic alternatives. If You do not choose the therapeutic equivalents/therapeutic alternatives that are covered under Your benefit, the drug purchased will not be covered under any Benefit level.

Guaranteed Renewability

This Policy is renewable at the option of the Subscriber unless terminated as discussed below.

If Your coverage in a QHP is terminated for any reason BCBSTX will provide You with a written notice of termination of coverage, or such other notice, if any, permitted by applicable law or regulatory guidance that includes the reason for termination as outlined below. BCBSTX will also notify the Exchange of the termination effective date and the reason for termination.

Termination of Coverage

If coverage under the HMO Evidence of Coverage is terminated, a Member's coverage under this Policy is also terminated as described below.

If this Policy is terminated for nonpayment of Premium, Your coverage shall be terminated effective after the last day of the grace period. In the event You are receiving a Premium Tax Credit, You have a three-month grace period, or such other grace period, if any, permitted by applicable law or regulatory guidance. Only Members for whom the stipulated payment is actually received by BCBSTX 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 You. Refer to **HOW THE PLAN WORKS** for additional information regarding grace periods.

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

Non-Renewal of All Coverage

- BCBSTX may not renew this Policy if BCBSTX elects to discontinue this type of coverage issued hereunder in the Service Area, but only if coverage is discontinued uniformly without regard to the health status related factors of a covered individual. BCBSTX may cancel coverage after ninety (90) days prior written notice of termination, or such other notice, if any, permitted by applicable law or regulatory guidance. BCBSTX must offer each Member on a guaranteed issue basis the option to purchase any other individual coverage offered by the BCBSTX in the same Service Area.
- BCBSTX may elect to discontinue all individual BCBSTX contracts issued in the Service Area, but only if coverage is discontinued uniformly without regard to the health status related factors of a covered individual. BCBSTX may cancel coverage after one hundred eighty (180) days prior written notice of termination, or such other notice, if any, permitted by applicable law or regulatory guidance.

Member Termination in a Qualified Health Plan

If Your coverage is terminated in this QHP by BCBSTX, You will be provided with a written notice that includes the reason for termination, or such other notice, if any, permitted by applicable law or regulatory guidance. BCBSTX will also notify the Exchange of the termination effective date and the reason for termination

You and Your covered Dependent's coverage will be terminated due to the following events and will end on the dates specified below:

1. You terminate Your coverage in this QHP, including as a result of Your obtaining other Minimum Essential Coverage, with reasonable, appropriate notice to the Exchange and BCBSTX. For the purposes of this section, reasonable notice is defined as 14 days from the requested effective date of termination.

The last day of coverage will be:

- the termination date specified by You, if You provide reasonable notice;
- 14 days after the termination is requested by You, if You do not provide reasonable notice; or
- on a date determined by BCBSTX, if BCBSTX is able to effectuate termination in fewer than 14 days and You request an earlier termination effective date.

2. When You are no longer eligible for QHP coverage through the Exchange. The last day of coverage is the last day of the month following the month in which the notice is sent by the Exchange unless You request an earlier termination effective date.
3. When BCBSTX does not receive the Premium payment on time (Refer to **HOW THE PLAN WORKS**; Premium Payments for additional information).
4. Your coverage has been rescinded.
5. You change from one QHP to another during an annual Open Enrollment Period or special enrollment period. The last day of coverage in Your prior QHP is the day before the Effective Date of Coverage in Your new QHP.
6. Events otherwise provided for under federal or state law or as Exchange rules may dictate.

Member Termination

BCBSTX may terminate this Policy for a Member in the case of:

Cause	Effective Date of Termination
(1) Fraud or intentional misrepresentation of a material fact, except as described in **Incontestability** of this Policy	After fifteen (15) days written notice
(2) Fraud in the use of services or facilities	After fifteen (15) days written notice
(3) Failure to meet eligibility requirements	Immediately
(4) A Member not residing, living or working in the Service Area of BCBSTX, but only if coverage is terminated uniformly without regard to any health status-related factor of the Member.	After thirty (30) days written notice, except for a child who is subject of a medical support order and cannot be terminated solely because the child does not reside, live or work in the Service Area

In the event that there is a conflict between Member Termination in a Qualified Health Plan and Member Termination by BCBSTX sections above, the provision that is most favorable to the Member will apply.

Renewal of Member Coverage.

BCBSTX will renew Your Policy unless You were terminated under **Termination of Coverage; Member Termination** by BCBSTX.

Reinstatement

In any case where termination resulted from failure to make timely payment of Premium, the subsequent acceptance of such Premium payments by BCBSTX or our duly authorized agents shall reinstate the coverage. For purposes of this provision, mere receipt and/or negotiation of a late Premium payment does not constitute acceptance. The reinstated Policy shall cover only loss resulting from injury as may be sustained after the date of reinstatement and loss due to sickness as may begin more than ten days after such date. In all other respects, the Member and BCBSTX shall have the same rights hereunder as they had under the Policy immediately before the due date of the defaulted Premiums, including the right of the Member to apply the period of time this Policy was in effect immediately

before the due date of the defaulted Premiums toward satisfaction of any waiting periods for benefits, if any, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any Premium payments accepted in connection with a reinstatement shall be applied to a period for which Premiums have not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

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.

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

The rules establishing the order of benefit determination between this Plan 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 Plan.
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 non-Custodial Parent; then
            - the Health Care Plan covering the spouse of the non-Custodial 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.

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 non-panel 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.

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

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

Whenever payments have been made by BCBSTX 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, We shall have the right to recover such payment, to the extent of such excess, from among one or more of the following as We shall determine: any insurance company or companies; or any Physician or Provider to which such payments were made.

Reimbursement - Acts of Third Parties

BCBSTX will provide services to You due to the act or omissions 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, subject to the provisions of Section 140.005 of the Civil Practice and Remedies Code:

1. To reimburse Us 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 Plan. 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 BCBSTX a right of recovery from a third party for Hospital and medical expenses paid by Us on Your behalf and to provide Us with any reasonable help necessary for Us to pursue a recovery. In addition, BCBSTX will be entitled to recover attorneys' fees and court costs related to its subrogation efforts only if BCBSTX aids in the collection of damages from a third party.

Actuarial Value

The use of a metallic name, such as Platinum, Gold, Silver or Bronze, or other statements with respect to a Health Benefit Plan's actuarial value, is not an indicator of the actual amount of expenses that a particular person will be responsible to pay out of his/her own pocket. A person's out of pocket expenses will vary depending on many factors, such as the particular health care services, health care Providers and particular benefit plan chosen. Please note that metallic names reflect only an approximation of the actuarial value of a particular benefit plan.

Assignment

This Policy is not assignable by a Member without the written consent of BCBSTX.

Cancellation

Except as otherwise provided herein, BCBSTX or the Exchange shall not have the right to cancel or terminate any Subscriber while the Policy remains in force and effect, and while said Subscriber remains eligible, and his Premiums are paid in accordance with the terms of this Policy.

Change of Beneficiary

The right to change a beneficiary is reserved for the Member and the consent of the beneficiary or beneficiaries is not required for the surrender or assignment of this Policy, for any change of beneficiary or beneficiaries, or for any other changes in this Policy.

Claim Forms

BCBSTX will furnish to the Member, the Hospital, and/or the Your Physician or Other Provider, upon receipt of a notice of claim or prior thereto, such forms as BCBSTX usually furnish for filing proof of loss. If such forms are not furnished within 15 days after receipt of such notice by BCBSTX, You shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing such proof of loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

Clerical Error

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

Conformity with State Statutes

Any provision of this Policy which, on its effective date, is in conflict with applicable statutes of the state in which the Member resides on such date, is hereby amended to conform to the minimum requirements of such statutes.

Effective Date and Time

This Policy is effective from 12:01 a.m. on the effective date shown on the identification card and will be continued in effect by the payment of Premiums at the rates determined by BCBSTX in accordance with the provisions in the Premiums section until terminated as provided in the Termination of Coverage section.

Entire Policy

This Policy, any attachments, amendments, and the 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.

Form or Content of Policy

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

Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been filed in accordance with the requirements herein and no such action shall be brought at all unless brought within three years from the expiration of the time within which written proof of loss is required to be furnished by this Policy.

Limitation of Liability

Liability for any errors or omissions by BCBSTX (or its officers, directors, employees, agents, or independent contractors) in the administration of this Policy, or in the performance of any duty of responsibility contemplated by this Policy, shall be limited to the maximum benefits which should have been paid under the Policy 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 BCBSTX.

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 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 Subscriber. 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 Policy the Subscriber 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.

Misstatement of Age

In the event Your age has been misstated, the Premium rate for such person shall be determined according to the correct age as provided in this Policy and there shall be an equitable adjustment of Premium rate made so that BCBSTX will be paid the Premium rate at Your true age.

Modifications

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

Non-Agency

The Subscriber understands that this Policy constitutes a Policy solely between the Subscriber and Blue Cross and Blue Shield of Texas (BCBSTX). BCBSTX is Division of Health Care Service Corporation, a Mutual Legal Reserve Company (HCSC), an Independent Licensee of the Blue Cross and Blue Shield Association. The license from the Association permits Blue Cross and Blue Shield of Texas to use the Blue Cross and Blue Shield Service Marks in the State of Texas. BCBSTX is not contracting as the agent of the Association. The Subscriber also understands that he has not entered into this Policy based upon representations by any person other than BCBSTX. No person, entity, or organization other than BCBSTX shall be held accountable or liable to the Subscriber for any of its obligations created under this Policy. This section shall not create any additional obligations whatsoever on the part BCBSTX other than those obligations created under other provisions of this Policy.

Notice

You may send a notice to BCBSTX via first-class mail, postage prepaid through the United States Postal Service to the address on the face page of this Policy.

BCBSTX may send You notices under this Policy. These notices may be delivered:

- through the United States Postal Service at the last address known to BCBSTX, or
- electronically, if permitted by applicable law.

Notice of Claim

The Member shall give or cause to be given written notice to BCBSTX at Our Administrative Office at P.O. Box 660819 Dallas, TX 75266-0819 or a BCBSTX duly authorized agent within 30 days or as soon as reasonably possible after You receive any of the services for which benefits are provided herein. Notice given to any Hospital by You at the time of admission as a patient shall satisfy this requirement.

Paper Check – Automatic Clearing House/Electronic Funds Transfer

BCBSTX will not charge an additional fee to a Payee if such person elects to receive the payment by paper check instead of by an automated clearinghouse transaction or other electronic funds transfer.

In addition to the **DEFINITIONS** of this Certificate, the following definition is applicable to this provision:

- "Payee" means individual who resides in this state or a corporation, trust, partnership, association, or other private legal entity authorized to do business in this state that receives money as payment under an agreement.

Patient/Provider Relationship

Providers maintain a Provider-patient relationship with Members and are solely responsible to You for all health services. If a Provider cannot establish a satisfactory Provider-patient relationship, the Provider may send a written

request to BCBSTX to terminate the Provider-patient relationship, and this request may be applicable to other Providers in the same group practice, if applicable.

Payment of Benefits

When benefits are payable, BCBSTX may choose to pay the Subscriber or the Provider with certain exceptions. Written contracts between BCBSTX and certain Providers may require payment directly to them. Payment to the Provider discharges BCBSTX's responsibility to You for any benefits available under this Policy.

It is understood and agreed that the allowances described in the **COVERED SERVICES AND BENEFITS** section or the **PHARMACY BENEFITS** section of this Policy for services and supplies furnished by a Provider whom BCBSTX do not directly contract with: (1) are not intended to and do not fix their value of the services of the Provider; and (2) relate to or regulate their value. The Provider may make its regular charge. The allowances are merely to apply as credits.

Any benefits payable to the Subscriber shall, if unpaid at the Subscriber's death, be paid to the Subscriber's beneficiary; if there is no beneficiary, then such benefits shall be paid to the Subscriber's estate.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting indemnity payments that may be prescribed in this Policy and effective at the time of payment. If such a designation or provision is not then effective, the indemnity will be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at Our option, be paid either in accordance with the beneficiary designation or to Your estate. All other indemnities will be payable to You.

Subject to any written direction of the Subscriber, in the application or otherwise, all or a portion of any indemnity provided by this Policy on account of Hospital, nursing, medical, or surgical services may, at Our option and unless the Subscriber requests otherwise in writing not later than the time of filing proof of loss, be paid directly to the Hospital or Provider providing the services. It is not required that the service be provided by a particular Hospital or Provider.

Physical Examinations and Autopsy

BCBSTX, at Our own expense, shall have the right and opportunity to examine Your person for whom claim is made, when and so often as BCBSTX may reasonably require during the pendency of a claim hereunder and also in case of death, the right and opportunity to make an autopsy where it is not prohibited by law.

Premium Rebates and Premium Abatements

Rebate. In the event federal or state law requires Blue Cross and Blue Shield of Texas (BCBSTX) to rebate a portion of annual Premiums paid, BCBSTX will directly provide any rebate owed Subscribers or former Subscribers to such persons in amounts as required by law.

If any rebate is owed a Subscriber or former Subscriber, BCBSTX will provide the rebate to the Subscriber or former Subscriber as required by law.

BCBSTX will provide any rebate owed to a Subscriber in the form of a Premium credit, lump-sum check or, if a Subscriber paid the Premium using a credit card or direct debit, by lump-sum reimbursement to the account used to pay the Premium. However, BCBSTX will provide any rebate owed to a former Subscriber in the form of lump-sum check or lump-sum reimbursement using the same method used for payment, such as credit card or direct debit.

If a rebate is provided in the form of a Premium credit, BCBSTX will provide any rebate by applying the full amount due to the first Premium payment due as required by law. If the rebate owed is greater than the Premium due, BCBSTX will apply any overage to succeeding Premium payments until the full amount of the rebate has been credited.

At the time any rebate is provided, BCBSTX will provide to each BCBSTX Subscriber or former Subscriber who receives a rebate a notice containing at least the following information:

- a general description of the concept of an MLR;
- the purpose of setting an MLR standard;
- the applicable MLR standard;
- BCBSTX's MLR;
- BCBSTX's aggregate Premium revenue as reported under federal MLR regulations (minus any federal and state taxes and licensing and regulatory fees that may be excluded from Premium revenue under those regulations); and
- the rebate percentage and amount owed based upon the difference between the BCBSTX's MLR and the applicable MLR standard.

Abatement. BCBSTX may from time to time determine to abate (in whole or in part) the Premium due under this Contract for particular period(s).

Any abatement of Premium by BCBSTX represents a determination by BCBSTX not to collect Premium for the applicable period(s) and does not affect a reduction in the rates under this contract. An abatement for one period shall not constitute a precedent or create an expectation or right as to any abatement in any future period(s).

BCBSTX makes no representation or warranty that any rebate or abatement owed or provided is exempt from any federal, state, or local taxes (including any related notice, withholding or reporting requirements). It will be the obligation of each Subscriber or former Subscriber (if applicable) owed or provided a rebate or an abatement to determine the applicability of and comply with any applicable federal, state or local laws or regulations.

Proof of Loss

Except for services or supplies provided by a Network Provider, written proof of loss must be furnished to BCBSTX's Administrative Office at P.O. Box 660819 Dallas, TX 75266-0819, or BCBSTX's duly authorized agent, no later than 90 days from the date that the services or supplies are provided to the Member. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and, in no event, except in the absence of legal capacity of the Subscriber, later than one year from the time proof is otherwise required.

Refund of Benefit Payments

If BCBSTX pays benefits for Covered Services incurred by You or Your Dependents and it is found that the payment was more than it should have been, or was made in error ("Overpayment"), BCBSTX has the right to obtain a refund of the Overpayment from: (i) any insurance company or plan, or (ii) any other persons, entities or organizations, including, but not limited to, Participating Providers or Non-Participating Providers to which such payments were made (as defined in the HMO Evidence of Coverage).

If no refund is received, BCBSTX (in its capacity as insurer or administrator) has the right to deduct any refund for any Overpayment due, up to an amount equal to the Overpayment, from:

- any future benefit payment made to any person or entity under this Policy, whether for the same or a different Member; or
- any future benefit payment made to any person or entity under another BCBSTX-administered ASO benefit program and/or BCBSTX-administered insured benefit program or policy; or
- any future benefit payment made to any person or entity under another BCBSTX-insured group benefit plan or individual policy; or
- any future benefit payment, or other payment, made to any person or entity; or

- any future payment owed to one or more Participating or Non-Participating Providers (as defined in the HMO Evidence of Coverage).

Further, BCBSTX has the right to reduce Your benefit plan's or policy's payment to a Provider by the amount necessary to recover another BCBSTX plan's or policy's overpayment to the same Provider and to remit the recovered amount to the other BCBSTX plan or policy.

Reimbursement

Right of Reimbursement: BCBSTX will have a right of reimbursement. If any Member covered under this Policy recovers money from any person, organization or insurer for an injury or condition for which BCBSTX paid benefits under this Policy, except as limited by and subject to Chapter 140 of the Texas Civil Practice and Remedies Code. all Members covered under this Policy agrees to reimburse BCBCTX from the recovered money for the amount of benefits paid or provided by BCBSTX. That means any Member covered under this Policy will pay BCBSTX the amount of money recovered through judgment, settlement or otherwise from the third party or their insurer, as well as from any person, organization or insurer, up to the amount of benefits BCBSTX paid or provided.

Right to Recovery by Reimbursement: Any Member covered under this Policy agrees to promptly furnish to BCBSTX all information concerning any Member's rights of recovery from any person, organization or insurer and to fully assist and cooperate with BCBSTX in protecting and obtaining its reimbursement rights. Any Member covered under this Policy or their attorney will notify BCBSTX before settling any claim or suit so as to enable BCBSTX to enforce Our rights by participating in the settlement of the claim or suit. Any Member covered under this Policy further agrees not to allow the reimbursement rights BCBSTX to be limited or harmed by any acts or failure to act on the part of any Member.

Relationship of Parties

The relationship between BCBSTX and Providers is that of an independent contractor relationship. Providers are not agents or employees of BCBSTX; BCBSTX or any employee of BCBSTX is not an employee or agent of Providers. BCBSTX 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 Provider. BCBSTX makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Physician, Hospital or other Provider.

If this plan is purchased through the Exchange, in no event shall BCBSTX be considered the agent of the Exchange or be responsible for the Exchange. All information You provide to the Exchange and received by BCBSTX from the Exchange will be relied upon as accurate and complete. The Member will promptly notify the Exchange and BCBSTX of any changes to such information.

Reports and Records

BCBSTX is entitled to receive from any Provider of services to Members, information reasonably necessary to administer this Policy subject to all applicable confidentiality requirements described below. By accepting coverage under this Policy, 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 BCBSTX, or a medical, dental, or mental health professional that BCBSTX may engage to assist it in reviewing a treatment or claim;
- render reports pertaining to Your care, treatment and physical condition to BCBSTX, or a medical, dental, or mental health professional that BCBSTX may engage to assist it in reviewing a treatment or claim; and
- permit copying of Your records by BCBSTX.

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.

Rescission of Coverage

Rescission is the retroactive cancellation or discontinuance of coverage due to an act, practice, or omission that constitutes fraud or an intentional misrepresentation of a material fact by You or by a person seeking coverage on Your behalf. A retroactive cancellation or discontinuance of coverage due to failure to timely pay required Premiums or contributions toward the cost of coverage (including COBRA Premiums), a cancellation or discontinuance initiated by You or Your authorized representative a cancellation initiated by the Exchange, or a prospective cancellation or discontinuance of coverage is not considered a Rescission. Rescission is subject to 30 days' prior notification and is retroactive to the Effective Date. In the event of such cancellation, BCBSTX may deduct from the Premium refund any amounts made in claim payments during this period and You may be liable for any claims payment amount greater than the total amount of Premiums paid during the period for which cancellation is affected. At any time when BCBSTX is entitled to rescind coverage already in force, or is otherwise permitted to make retroactive changes to this Policy, BCBSTX may at its option make an offer to reform the Policy already in force and/or change the rating category/level. In the event of reformation, the Policy will be reissued retroactive in the form it would have been issued had the misstated or omitted information been known at the time of application. Please call BCBSTX at the toll-free number listed on the back of Your identification card for additional information regarding Your appeal rights concerning Rescission and/or reformation.

State Government Programs

Benefits for services or supplies under this Policy shall not be excluded solely because benefits are paid or payable for such services or supplies under a state plan for medical assistance (Medicaid) made pursuant to 42 U.S.C., Section 1346 et seq., as amended. Any benefits payable under such state plan for medical assistance shall be payable to the Texas Department of Human Services to the extent required by Chapter 1504 of the *Texas Insurance Code*.

All benefits paid on behalf of a child or children under this Policy must be paid to the Texas Department of Human Services where:

1. The Texas Department of Human Services is paying benefits pursuant to Chapter 31 or 32 of the *Human Resources Code*; and
2. The parent who is covered by this Policy has possession or access to the child pursuant to a court order, or is not entitled to access or possession of the child and is required by the court to pay child support; and
3. BCBSTX receive written notice at Our Administrative Office, affixed to the benefit claim when the claim is first submitted, that the benefits claimed must be paid directly to the Texas Department of Human Services.

Time of Payment of Claims

Benefits payable under this Policy for any loss will be paid immediately upon receipt of due written proof of loss.

PEDIATRIC VISION CARE BENEFITS

PEDIATRIC VISION CARE BENEFITS

Pediatric Vision Care is made part of, and is in addition to any information You may have in Your HMO Evidence of Coverage. Information about coverage for the routine vision care services are outlined below and are specifically excluded under Your medical health care plan. (Services that are covered under Your medical plan are not covered under this *Pediatric Vision Care Benefit*.) All provisions in the Evidence of Coverage apply to *Pediatric Vision Care Benefits* unless specifically indicated otherwise below.

Definitions

Eye Care Expenses – For purposes of this Pediatric Vision Care Benefit - Expenses related to vision or medical eye care services, procedures, or products.

Medically Necessary Contact Lenses – Contact lenses may be determined to be Medically Necessary and appropriate in the treatment of patients affected by certain conditions. In general, contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression. Contact lenses may be determined to be Medically Necessary in the treatment of the following conditions: keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, irregular astigmatism.

Provider – For purposes of this *Pediatric Vision Care Benefit,* a licensed therapeutic optometrist, ophthalmologist or optometrist operating within the scope of his or her license, or a dispensing optician.

Vision Materials – Corrective lenses and/or frames or contact lenses.

Eligibility

Children who are covered under Your Evidence of Coverage, to age 19, are eligible for coverage under this *Pediatric Vision Care Benefit.* NOTE: Once coverage is lost under Your Evidence of Coverage, all benefits cease under this *Pediatric Vision Care Benefit.*

Limitations and Exclusions

The limitations and exclusions in this section apply to all pediatric vision benefits. Although HMO may list a specific service as a benefit, HMO will not cover it unless we determine it is necessary for the prevention, diagnosis, care or treatment of a covered condition.

We do not cover the following:

- any vision service, treatment or materials not specifically listed as a covered service;
- services and materials that are Experimental/Investigational;
- services and materials that are rendered prior to Your effective date;
- services and materials incurred after the termination date of Your coverage unless otherwise indicated;
- services and materials not meeting accepted standards of optometric practice;
- services and materials resulting from Your failure to comply with professionally prescribed treatment;
- telephone consultations;
- any charges for failure to keep a scheduled appointment;
- any services that are strictly cosmetic in nature including, but not limited to, charges for personalization or characterization of Prosthetic Appliances;
- office infection control charges;
- charges for copies of Your records, charts, or any costs associated with forwarding/mailing copies of Your records or charts;
- state or territorial taxes on vision services performed;
- medical treatment of eye disease or injury;

- visual therapy;
- special lens designs or coatings other than those described in this benefit;
- replacement of lost/stolen eyewear;
- non-prescription (Plano) lenses;
- non-prescription sunglasses;
- two pairs of eyeglasses in lieu of bifocals;
- services not performed by licensed personnel;
- prosthetic devices and services;
- insurance of contact lenses;
- professional services You receive from immediate relatives or household members, such as a spouse, parent, child, brother or sister, by blood, marriage or adoption;
- orthoptic or vision training;
- aniseikonic spectacle lenses.

How the Vision Benefits Work

You may visit any Participating Provider and receive benefits for a vision examination and covered Vision Materials.

Before You go to a Participating Provider for an eye examination, eyeglasses, or contact lenses, please call ahead for an appointment. When You arrive, show the receptionist Your identification card. If You forget to take Your card, be sure to say that You are a Member of the HMO vision care plan so that Your eligibility can be verified.

For the most current list of Participating Providers visit the website at 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.

You may receive Your eye examination and eyeglasses/contacts on different dates or through different Provider locations, if desired. However, complete eyeglasses must be obtained at one time, from one Participating Provider. Continuity of care will best be maintained when all available services are obtained at one time from one Participating Provider and there may be additional professional charges if You seek contact lenses from a Participating Provider other than the one who performed Your eye examination.

Fees charged for services other than a covered vision examination or covered Vision Materials, and amounts in excess of those payable under this *Pediatric Vision Care Benefit,* must be paid in full by You to the Provider, whether or not the Provider participates in the vision care plan. These *Pediatric Vision Care Benefits* may not be combined with any discount, promotional offering, or other group benefit plans. Allowances are one-time use benefits; no remaining balances are carried over to be used later.

Coordination of Benefits

If You are covered by at least two different benefit plans that provide benefits for Eye Care Expenses and each plan provides coverage for the same vision or medical eye care services, procedures or products:

- The issuer of the primary Health Benefit Plan or vision benefit plan, as described in the **COORDINATION OF BENEFITS** section of this Evidence of Coverage, is responsible for Eye Care Expenses covered under the plan up to the full amount of any plan coverage limit applicable to the covered Eye Care Expenses.
- Before the plan coverage limit described above is reached, the issuer of a secondary Health Benefit Plan or vision benefit plan is responsible only for Eye Care Expenses covered under the plan that are not covered under the Health Benefit Plan or vision benefit plan issued by the primary plan issuer.
- After the plan coverage limit described above has been reached, the secondary plan issuer, in addition to the responsibilities for services not covered by the primary plan but covered by the secondary plan, is responsible for any Eye Care Expenses covered by both plans that exceed the plan coverage limit of the primary plan, up to the coverage limit of the secondary plan.

- When an You are covered by more than one Health Benefit Plan or vision benefit plan that provides benefits for Eye Care Expenses, You may use each plan on the same date of service up to the coverage limit of each plan.
- A vision benefit plan issuer shall coordinate benefits with a Health Benefit Plan issuer if both provide benefits for Eye Care Expenses.
- A vision benefit plan issuer may not require a claim denial before adjudicating a claim up to the coverage limit of the plan.
- Nothing in this section prevents a secondary plan issuer from requiring proof that a related claim has been submitted to a primary plan issuer for purposes of determining the remaining balance up to the secondary plan's coverage limits.
- If a secondary plan issuer requires proof that a related claim has been submitted to a primary plan issuer, the mechanism of providing proof must be through an online submission.

Schedule of Pediatric Vision Copayments and Benefit Limits

Vision Care Services	**Member Cost or Discount** (When a fixed-dollar Copay is due from the Member, the remainder is payable by HMO up to the covered charge*)	**Out-of-Network Allowance** (maximum reimbursement amount payable by HMO, not to exceed the retail cost)**
Exam (with dilation as necessary):	No Copay	$30 reimbursement
Frames:		
Provider Designated frame	No Copay	$75 reimbursement
Non-Provider Designated frame	You receive 20% off balance of retail cost over $150 allowance	$75 reimbursement
Frequency: Examination, Lenses/Frames, or Contact Lenses	Once every Calendar Year	
Standard Plastic, Glass, or Poly Spectacle Lenses:		
Single Vision	No Copay	$25 reimbursement
Bifocal	No Copay	$40 reimbursement
Trifocal	No Copay	$55 reimbursement
Lenticular	No Copay	$55 reimbursement
Note: Lenses include ultraviolet protective coating, fashion and gradient tinting, oversized and glass-grey #3 prescription sunglasses lenses.		

Lens Options (added to lens prices above):		
Tint (Solid and Gradient)	No Copay	$12 reimbursement
Standard Plastic Scratch Coating	No Copay	$12 reimbursement
Standard Polycarbonate	No Copay	$32 reimbursement
Contact Lenses: covered once every Calendar Year – in lieu of spectacle lenses		
Elective:		
Conventional	You receive 15% off balance of retail cost over $150 allowance	$150 reimbursement
Disposable	$150 allowance	$150 reimbursement
Medically Necessary Contact Lenses – Prior Authorization is required	Covered	$210 reimbursement
Note: Additional benefits over allowance are available from Participating Providers		
Routine eye exams do not include professional services for contact lens evaluations. Any applicable fees are the responsibility of the patient.		

Additional Benefits
Medically Necessary Contact Lenses are dispensed in lieu of other eyewear. Participating Providers will obtain the necessary Prior Authorization for these services.
Low Vision: Low vision is a significant loss of vision but not total blindness. Ophthalmologists and optometrists specializing in low vision care can evaluate and prescribe optical devices, and provide training and instruction to maximize the remaining usable vision for our Members with low vision. After Prior Authorization, covered low vision services will include one comprehensive low vision evaluation every 5 years, low vision aid items such as high-power spectacles, magnifiers and telescopes; and follow-up care – four visits in any five-year period. Participating Providers will obtain the necessary Prior Authorization for these services.
Warranty: Warranty limitations may apply to Provider or retailer supplied frames and/or eyeglass lenses. Please ask Your Provider for details of the warranty that is available to You.

* The “covered charge” is the rate negotiated with Participating Providers for a particular covered service.
** HMO pays the lesser of the maximum allowance noted or the retail cost. Retail prices vary by location.

NOTICE OF RIGHT TO AN ADEQUATE NETWORK

A health maintenance organization (HMO) plan provides no benefits for services you receive from out-of-network physicians or providers, with specific exceptions as described in your Evidence of Coverage and below.

- You have the right to an adequate network of in-network physicians and providers (known as *network Physicians and Providers*).
- If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.
- If your HMO approves a Referral for out-of-network services because no network physician or provider is available, or if you have received out-of-network emergency care, the HMO must, in most cases, resolve the out-of-network physician's or provider's bill so that you only have to pay any applicable in-network copayment, coinsurance, and deductible amounts.

You may obtain a current directory of network physicians and providers at the following website: www.bcbstx.com/find-a-doctor-or-hospital or by calling 1-888-697-0683 for assistance in finding available network physicians and providers. If you relied on materially inaccurate directory information, you may be entitled to have a claim by an out-of-network physician or provider paid as if it were from a network physician or provider, if you present a copy of the inaccurate directory information to the HMO, dated not more than 30 days before you received the service.

AMENDMENTS

NOTICES

BlueCross BlueShield of Texas

Health care coverage is important for everyone.

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984. We provide free communication aids and services for anyone with a disability or who needs language assistance.

We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability. If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St., 35th Floor
Chicago, IL 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf
Complaint Forms: https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html

	To receive language or communication assistance free of charge, please call us at 855-710-6984.
Español	Llámenos al 855-710-6984 para recibir asistencia lingüística o comunicación en otros formatos sin costo.
العربية	لتلقي المساعدة اللغوية أو التواصل مجانًا، يرجى الاتصال بنا على الرقم 855-710-6984.
繁體中文	如欲獲得免費語言或溝通協助，請撥打855-710-6984與我們聯絡。
Français	Pour bénéficier gratuitement d'une assistance linguistique ou d'une aide à la communication, veuillez nous appeler au 855-710-6984.
Deutsch	Um kostenlose Sprach- oder Kommunikationshilfe zu erhalten, rufen Sie uns bitte unter 855-710-6984 an.
ગુજરાતી	ભાષા અથવા સંચાર સહાય મફતમાં મેળવવા માટે, કૃપા કરીને અમને 855-710-6984 પર કૉલ કરો.
हिंदी	निःशुल्क भाषा या संचार सहायता प्राप्त करने के लिए, कृपया हमें 855-710-6984 पर कॉल करें।
Italiano	Per assistenza gratuita alla lingua o alla comunicazione, chiami il numero 855-710-6984.
한국어	언어 또는 의사소통 지원을 무료로 받으려면 855-710-6984번으로 전화해 주세요.
Navajo	Niná: Doo bilagáana bizaad dinits'á'góó, shá ata' hodooni nínízingo, t'áájíík'eh bee náhaz'á. 1-866-560-4042 jį' hodíilni.
فارسی	برای دریافت کمک زبانی یا ارتباطی رایگان، لطفاً با شماره 855-710-6984 تماس بگیرید.
Polski	Aby uzyskać bezpłatną pomoc językową lub komunikacyjną, prosimy o kontakt pod numerem 855-710-6984.
Русский	Чтобы бесплатно воспользоваться услугами перевода или получить помощь при общении, звоните нам по телефону 855-710-6984.
Tagalog	Para makatanggap ng tulong sa wika o komunikasyon nang walang bayad, pakitawagan kami sa 855-710-6984.
اردو	مفت میں زبان یا مواصلت کی مدد موصول کرنے کے لیے، براہِ کرم ہمیں 855-710-6984 پر کال کریں۔
Tiếng Việt	Để được hỗ trợ ngôn ngữ hoặc giao tiếp miễn phí, vui lòng gọi cho chúng tôi theo số 855-710-6984.

NOTICE

Adverse Benefit Determinations

This Notice is to advise You that in addition to the processes outlined in HMO **COMPLAINT AND APPEAL PROCEDURES** section of the **Evidence of Coverage (EOC)** and in the **Plan Description and Member Handbook,** You have the right to seek and obtain a review by HMO of any Adverse Benefit Determinations made by HMO in accordance with the benefits and procedures detailed in Your Evidence of Coverage.

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 review by HMO of any determination of a claim, any determination of a request for Prior Authorization, 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);
- 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.

NOTICE

Adverse Benefit Determinations

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 Prior Authorization, 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.
- **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:	**24 hours**
If You are notified that Your claim is incomplete, You must then provide completed claim information to HMO within:	**48 hours** after receiving notice
HMO must notify You of the claim determination (whether adverse or not):	
If the initial claim is complete as soon as possible (taking into account medical exigencies), but no later than:	**72 hours**
After receiving the completed claim (if the initial claim is incomplete), within:	**48 hours**

* 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:	**5 days**
If Your claim is incomplete, HMO must notify You within:	**15 days**
If You are notified that Your claim is incomplete, You must then provide completed claim information to HMO within:	**45 days** after receiving notice
HMO must notify You of the claim determination (whether adverse or not):	
If the initial claim is complete, within:	**15 days***

NOTICE

Adverse Benefit Determinations

After receiving the completed claim (if the initial claim is incomplete), within:	**30 days**
If You require post-stabilization care after an Emergency within:	**the time appropriate to the circumstance not to exceed one hour after the time of request**

***** 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.

Post-Service Claims

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

***** 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.

Note: If HMO is seeking to discontinue coverage of prescription drugs or intravenous infusions for which You are receiving health benefits under the plan, You will be notified no later than the 30th day before the date on which coverage will be discontinued. This notice will explain Your rights to expedited appeal and immediate review by an Independent Review Organization.

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.

NOTICE

Adverse Benefit Determinations

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, the denial of emergency care or continued hospitalization, or the discontinuance by HMO of prescription drugs or intravenous infusions for which You were receiving health benefits under the plan. 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 review of any determination of a claim, any determination of a request for Prior Authorization, 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 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.

  During the course of Your internal appeal(s), HMO will provide You or Your authorized representative (free of charge) with any new or additional evidence considered, relied upon or generated by HMO in connection with the appealed claim, as well as any new or additional rationale for a denial at the internal appeals stage. Such new or additional evidence or rationale will be provided to You or Your authorized representative as soon as possible and sufficiently in advance of the date a final decision on appeal is made in order to give You a reasonable opportunity to respond. BCBSTX may extend the time period described in this Evidence of Coverage for its final decision on appeal to provide You with a reasonable opportunity to respond to such new or additional evidence or rationale. 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. No deference will be given to the initial Adverse Benefit Determination. Before You or Your authorized representative may bring a cause of action pursuant to Chapter 88 of the Texas Civil Practice and Remedies

Code, 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.

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 1-888-697-0683. 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.

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 or Your authorized representative will include:

- The reasons for the determination;
- A reference to the benefit plan provisions on which the determination is based on and 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);
- 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;

NOTICE

Adverse Benefit Determinations

- 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.

Note: You have the right to immediate review by an Independent Review Organization and do not have to comply with the internal appeal process in life-threatening or urgent care circumstances, if HMO has discontinued prescription drugs or intravenous infusions for which You were receiving health benefits under the plan, or if You do not receive a timely decision on Your appeal.

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

External Review Criteria

External Review is available for Adverse Benefit Determinations and Final Adverse Benefit Determinations that involve rescission and determinations that involve medical judgment including, but not limited to, those based on requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness or a covered benefit; determinations that a treatment is experimental or investigational; determinations whether You are entitled to a reasonable alternative standard for a reward under a wellness program; or a determination of compliance with the nonquantitative treatment limitation provisions of the Mental Health Parity and Addiction Equity Act.

Standard External Review

You or Your authorized representative (as described above) may make a request for a standard external review or expedited external review of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination by an Independent Review Organization (IRO).

1. **Request for external review.** Within four months after the date of receipt of a notice of an Adverse Benefit Determination or Final Internal Adverse Benefit Determination from the HMO, You or Your authorized representative must file Your request for standard external review.
2. **Preliminary review.** Within five business days following the date of receipt of the external review request, the HMO must complete a preliminary review of the request to determine whether:
    a. You are, or were, covered under the plan at the time the health care item or service was requested;
    b. The Adverse Benefit Determination or the Final Adverse Internal Benefit Determination does not relate to Your failure to meet the requirements for eligibility under the terms of the plan (e.g., worker classification or similar determination);
    c. You have exhausted the HMO's internal appeal process unless You are not required to exhaust the internal appeals process under the interim final regulations. Please read the **Exhaustion** section below for additional information and exhaustion of the internal appeal process; and
    d. You or Your authorized representative have provided all the information and forms required to process an external review.

You will be notified within one business day after we complete the preliminary review if Your request is eligible or if further information or documents are needed. You will have the remainder of the four-month external review request period (or 48 hours following receipt of the notice), whichever is later, to perfect the request for external review. If Your claim is not eligible for external review, we will outline the reasons it is ineligible in the notice, and provide contact information for the Department of Labor's Employee Benefits Security Administration (toll-free number 1-866-444-EBSA (3272)) and or state consumer ombudsman as appropriate.

3. **Referral to Independent Review Organization (IRO).** When an eligible request for external review is completed within the time period allowed, the HMO will assign the matter to an IRO. The IRO assigned will be accredited by URAC or by similar nationally-recognized accrediting organization. Moreover, the HMO will ensure that the IRO is unbiased and independent. Accordingly, the HMO must contract with at least three IROs for assignments under the plan and rotate claims assignments among them (or incorporate other independent, unbiased methods for selection of IROs, such as random selection). In addition, the IRO may not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits.

   The IRO must provide the following:

   a. Utilization of legal experts where appropriate to make coverage determinations under the plan.

   b. Timely notification to You or Your authorized representative, in writing, of the request's eligibility and acceptance for external review. This notice will include a statement that You may submit in writing to the assigned IRO within 10 business days following the date of receipt of the notice additional information that the IRO must consider when conducting the external review. The IRO is not required to, but may, accept and consider additional information submitted after 10 business days.

   c. Within five business days after the date of assignment of the IRO, the HMO must provide to the assigned IRO the documents and any information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination. Failure by the HMO to timely provide the documents and information must not delay the conduct of the external review. If the HMO fails to timely provide the documents and information, the assigned IRO may terminate the external review and make a decision to reverse the Adverse Benefit Determination or Final Internal Adverse Benefit Determination. Within one business day after making the decision, the IRO must notify the HMO and You or Your authorized representative.

   d. Upon receipt of any information submitted by You or Your authorized representative, the assigned IRO must within one business day forward the information to the HMO. Upon receipt of any such information, the HMO may reconsider the Adverse Benefit Determination or Final Internal Adverse Benefit Determination that is the subject of the external review. Reconsideration by the HMO must not delay the external review. The external review may be terminated as a result of the reconsideration only if the HMO decides, upon completion of its reconsideration, to reverse the Adverse Benefit Determination or Final Internal Adverse Benefit Determination and provide coverage or payment. Within one business day after making such a decision, the HMO must provide written notice of its decision to You and the assigned IRO. The assigned IRO must terminate the external review upon receipt of the notice from the HMO.

   e. Review all of the information and documents timely received. In reaching a decision, the assigned IRO will review the claim de novo and not be bound by any decisions or conclusions reached during the HMO's internal claims and appeals process. In addition to the documents and information provided, the assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the following in reaching a decision:

1. Your medical records;
2. The attending health care professional's recommendation;
3. Reports from appropriate health care professionals and other documents submitted by the HMO, You, or Your treating provider;
4. The terms of Your plan to ensure that the IRO's decision is not contrary to the terms of the plan, unless the terms are inconsistent with applicable law;
5. Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the Federal government, national or professional medical societies, boards, and associations;
6. Any applicable clinical review criteria developed and used by HMO, unless the criteria are inconsistent with the terms of the plan or with applicable law; and
7. The opinion of the IRO's clinical reviewer or reviewers after considering information described in this notice to the extent the information or documents are available and the clinical reviewer or reviewers consider appropriate.

f. Written notice of the final external review decision must be provided within 45 days after the IRO receives the request for the external review. The IRO must deliver the notice of final external review decision to the HMO and You or Your authorized representative.

g. The notice of final external review decision will contain:

   1. A general description of the reason for the request for external review, including information sufficient to identify the claim (including the date or dates of service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning, the treatment code and its corresponding meaning, and the reason for the previous denial);
   2. The date the IRO received the assignment to conduct the external review and the date of the IRO decision;
   3. References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;
   4. A discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;
   5. A statement that the determination is binding except to the extent that other remedies may be available under State or Federal law to either the HMO or You or your authorized representative;
   6. A statement that judicial review may be available to You or Your authorized representative; and
   7. Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793.

h. After a final external review decision, the IRO must maintain records of all claims and notices associated with the external review process for six years. An IRO must make such records available for examination by the HMO, State or Federal oversight agency upon request, except where such disclosure would violate State or Federal privacy laws, and You or Your authorized representative.

4. **Reversal of plan's decision.** Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the HMO must immediately provide coverage or payment (including immediately authorizing or immediately paying benefits) for the claim.

Expedited External Review

1. **Request for expedited external review.** You may request for an expedited external review with the HMO at the time You receive:

   a. An Adverse Benefit Determination, if the Adverse Benefit Determination involved a medical condition of Yours for which the timeframe for completion of an expedited internal appeal under the interim final regulations would seriously jeopardize Your life or health or would jeopardize Your ability to regain maximum function and You have filed a request for an expedited internal appeal; or

   b. A Final Internal Adverse Benefit Determination, if the determination involved a medical condition of Yours for which the timeframe for completion of a standard external review would seriously jeopardize Your life or health or would jeopardize Your ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which You received emergency services, but have not been discharged from a facility.

2. **Preliminary review.** Immediately upon receipt of the request for expedited external review, the HMO must determine whether the request meets the reviewability requirements set forth in the **Standard External Review** section above. The HMO must immediately send You a notice of its eligibility determination that meets the requirements set forth in **Standard External Review** section above.

3. **Referral to Independent Review Organization (IRO).** Upon a determination that a request is eligible for external review following the preliminary review, the HMO will assign an IRO pursuant to the requirements set forth in the **Standard External Review** section above. The HMO must provide or transmit all necessary documents and information considered in making the Adverse Benefit Determination or Final Internal Adverse Benefit Determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method.

   The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the information or documents described above under the procedures for standard review. In reaching a decision the assigned IRO must review the claim de novo and is not bound by any decisions or conclusions reached during the HMO's internal claims and appeals process.

4. **Notice of final external review decision.** The assigned IRO will provide notice of the final external review decision, in accordance with the requirements set forth in the **Standard External Review** section above, as expeditiously as Your medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing verbal notice, the assigned IRO must provide written confirmation of the decision to the HMO and You or Your authorized representative.

Exhaustion

For standard internal review, You have the right to request external review once the internal review process has been completed and You have received the Final Internal Adverse Benefit Determination. For expedited internal review, You may request external review simultaneously with the request for expedited internal review. The IRO will determine whether or not Your request is appropriate for expedited external review or if the expedited internal review process must be completed before external review may be requested.

NOTICE

Adverse Benefit Determinations

You will be deemed to have exhausted the internal review process and may request external review if the HMO waives the internal review process or the HMO has failed to comply with the internal claims and appeals process other than a de minimis failure. In the event You have been deemed to exhaust the internal review process due to the failure by the HMO to comply with the internal claims and appeals process other than a de minimis failure, You also have the right to pursue any available remedies under State law.

The internal review process will not be deemed exhausted based on *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to You so long as the HMO demonstrates that the violation was for good cause or due to matters beyond the control of the HMO and that the violation occurred in the context of an ongoing, good faith exchange of information between You and the HMO.

External review may not be requested for an Adverse Benefit Determination involving a claim for benefits for a health care service that You have already received until the internal review process has been exhausted.

NOTICE

INTER-PLAN ARRANGEMENTS NOTICE

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

Inter-Plan Arrangements

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 Arrangements." Whenever you obtain healthcare services outside of our Service Area, the claims for these services may be processed through one of these Inter-Plan Arrangements.

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 Arrangements, unless authorized by your Primary Care Physician/Practitioner ("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 what we agreed to in the contract. 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 Evidence of Coverage/Policy, Schedule of Copayments and Benefit Limits.

Emergency Care Services: If you experience a Medical Emergency while traveling outside our Service Area, go to the nearest Emergency or urgent care facility.

Whenever You receive 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 an individual Provider or a 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 also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price we use for your claim because they will not be applied after a claim has already been paid.

NOTICE

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to insured accounts. If applicable, Blue Cross and Blue Shield of Texas will include any such surcharge, tax or other fee as part of the claim charge passed on to you. 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 law in effect when care is received.

B. Non-Participating Healthcare Providers outside our Service Area

Liability Calculation

Except for Emergency Care and Urgent Care, services received from a Non-Participating Provider outside of our Service Area will not be covered.

For Emergency Care and Urgent Care services received from Non-Participating Providers within the state of Texas, please refer to the "Emergency Services" section of this benefit booklet.

For Emergency Care and Urgent Care services that are provided outside of the state of Texas by a Non-Participating Provider, the amount(s) you pay for such services will be calculated using the methodology described in the "Emergency Services" section for Non-Participating Providers located inside our Service Area. You may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment the HMO will make for the Covered Services as set forth in this paragraph.

Federal or state law, as applicable, will govern payments for out-of-network emergency services.

C. Blue Cross Blue Shield Global Core

If you are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands in certain ways. For instance, although Blue Cross Blue Shield Global Core assists you with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

If you need medical assistance services (including locating a doctor or hospital) outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands, you should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, will arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

In most cases, if you contact the service center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit your claims to the service center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for Covered Services.

You must contact Blue Cross and Blue Shield of Texas to obtain Prior Authorization for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

NOTICE

When you pay for Covered Services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from Blue Cross and Blue Shield of Texas, the service center or online at www.bcbsglobalcore.com. If you need assistance with your claim submission, you should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

NOTICE TO BLUE CROSS BLUE SHIELD OF TEXAS CONTRACT HOLDERS

You are hereby notified that you are a member of Health Care Service Corporation, a Mutual Legal Reserve Company, and are entitled to vote either in person, by its designated representative or by proxy at all meetings of members of said company. The annual meeting is held at its principal office at 300 East Randolph Street, Chicago, Illinois each year on the last Tuesday in October at 12:30 p.m.

NOTICE OF CERTAIN MANDATORY BENEFITS

This notice is to advise you of certain coverage and/or benefits provided by your contract with Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

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:

a. 48 hours following a mastectomy;

b. 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.

Coverage and/or Benefits for Reconstructive Surgery After Mastectomy -Enrollment

Coverage and/or benefits are provided to each covered person for reconstructive surgery after mastectomy, including;

a. all stages of the reconstruction of the breast on which the mastectomy was performed;

b. surgery and reconstruction of the other breast to achieve a symmetrical appearance; and

c. prostheses and treatment of physical complications, including lymphedemas, at all stages of the mastectomy.

The coverage and/or benefits must be provided in a manner determined to be appropriate in consultation with the covered person and the attending physician.

Deductibles, coinsurance and copayment amounts will be the same as those applied to other similarly covered medical services as shown on the Schedule of Copayments and Benefit Limits.

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.

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; and
- a prostate-specific antigen test for each covered male who is
- at least 50 years of age; or
- at least 40 years of age with a family history of prostate cancer or other prostate cancer risk factor.

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:

(a) 48 hours following an uncomplicated vaginal delivery, and

(b) 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 appropriate 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.

Since we provide in-home post-delivery care, we are not required to provide the minimum number of hours outlined above unless (a) the mother's or child's physician determines the inpatient care is medically necessary, or (b) the mother requests the inpatient stay.

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.

Coverage for Tests for Detection of Colorectal Cancer

Benefits are provided, for each person enrolled in the plan who is 45 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) a fecal occult blood test performed annually and a flexible sigmoidoscopy performed every five years, or

(b) a colonoscopy performed every 10 years.

NOTICE OF CERTAIN MANDATORY BENEFITS

Coverage of Tests for Detection of Human Papillomavirus, Ovarian Cancer, and Cervical Cancer

Coverage is 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 ovarian and cervical cancer. Coverage required under this section includes a CA 125 blood test and, at a minimum, a conventional Pap smear screening or a screening using liquid-based cytology methods, as approved by the FDA, alone or in combination with a test approved by the FDA 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:

a. cognitive rehabilitation therapy;

b. cognitive communication therapy;

c. neurocognitive therapy and rehabilitation;

d. neurobehavioral, neurophysiological, neuropsychological and psychophysiological testing and treatment;

e. neurofeedback therapy, remediation;

f. post-acute transition services and community reintegration services, including outpatient day treatment services or other post-acute care treatment services; and

g. 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.

If any person covered by this plan has questions concerning the information above, please call Blue Cross and Blue Shield of Texas at 1-888-697-0683 or write us at P.O. Box 660044, Dallas, Texas 75266-0044.

PLAN DESCRIPTION
AND
MEMBER HANDBOOK

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

This plan is offered by the following organization, which operates under Chapter 843 of the Texas Insurance Code:

BLUE CROSS AND BLUE SHIELD OF TEXAS,
A DIVISION OF HEALTH CARE SERVICE CORPORATION
1001 E. Lookout Drive
Richardson, TX 75082

Plan Description and Member Handbook

The following is a brief summary of the benefits, rights and responsibilities under this plan. This document may be delivered to You electronically. Any notices included in this document may be sent to you electronically by HMO. Paper copies are available upon request. You can find more complete information about this plan in the Evidence of Coverage documents (EOC) which you will receive after you enroll.

We want you to be satisfied with your new health care program. If you would like more information about the 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 1-888-697-0683. You may also write HMO at:

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

Again, thank you for considering us for your health care coverage.

If this plan is purchased through the Exchange (also known as health insurance marketplace), BCBSTX is not the agent for the Exchange and is not responsible for the Exchange. All information that you provide to the Exchange will be relied upon as accurate and complete. You must promptly notify the Exchange and BCBSTX of any changes to such information.

Blue Cross and Blue Shield of Texas, 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

MEDICALLY NECESSARY COVERED SERVICES AND BENEFITS 3
Hospitalization 3
Other Medical Services 3
Preventive Care 3
Behavioral Health Care 4

EMERGENCY CARE, AFTER HOURS CARE AND URGENT CARE 4
Medical Emergencies 4
After Hours Care 5
Urgent Care Services 5
Out-of-Area Services and Benefits 5

OUT-OF-NETWORK FACILITY-BASED PROVIDERS AND DIAGNOSTIC IMAGING AND LAB PROVIDERS 6

YOUR FINANCIAL RESPONSIBILITIES 6

LIMITATIONS AND EXCLUSIONS 6

PRIOR AUTHORIZATION REQUIREMENTS, REFERRAL PROCEDURES AND OTHER REVIEW REQUIREMENTS 6

CONTINUITY OF TREATMENT IN THE EVENT OF TERMINATION OF A NETWORK PROVIDER 7

COMPLAINT PROCEDURE FOR ENROLLEES: APPEAL OF ADVERSE DETERMINATION; INDEPENDENT REVIEW ORGANIZATION PROCESS; AND NON-RETALIATION 8

NETWORK PROVIDERS 12

SERVICE AREA 14

GENERAL INFORMATION 14
Identification (ID) Card 14

RECEIVING CARE 14
Your Primary Care Physician/Practitioner (PCP) 14
Changing PCPs 15

ADDITIONAL INFORMATION 16
Status Changes 16
Duplication of Coverage and Coordination of Benefits 16
New Medical Technology 17

YOUR RIGHTS AND RESPONSIBILITIES 17
Your Rights 17
Your Responsibilities 17

CONFIDENTIALITY AND ACCESS TO RECORDS 18

CUSTOMER SERVICE 19
Questions 19

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

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

MEDICALLY NECESSARY COVERED SERVICES AND BENEFITS

The EOC contains specific information regarding health care benefits, Copayments, any other amounts due, limitations and exclusions. You will receive this document after You enroll. To obtain the most from Your health care coverage, please take time to review your EOC, Benefit Highlights and attachments carefully and keep them for reference. A Benefit Highlights also accompanies this Plan Description and Member Handbook. During enrollment, You will select a Primary Care Physician/Practitioner (PCP) for Yourself and one for each of Your covered Dependents. Your PCP can provide most of Your health care needs. A PCP may be a family or general practitioner, Advanced Practice Nurse, Physician Assistant, internist, pediatrician or Obstetrician/Gynecologist (OB/GYN). Please see the "Receiving Care" section below for more information about PCPs.

The Copayment and any other Coinsurance or Deductible amount is determined by Your plan. Consumer Choice plans do not include all state mandated health insurance benefits which means these plans may include Deductibles and benefit limits that are not included on other plans.

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 (including Referrals) and keep You informed. HMO shall review the Referral request and issue a determination indicating whether proposed services are approved through Prior Authorization within 24 hours of the request by the PCP or Participating OB/GYN. You may have to pay a Copayment and any other applicable Coinsurance or Deductibles 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 any other applicable Coinsurance or Deductibles 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**
- **Annual in home health assessment;**
- **Bone mass measurement for osteoporosis;**

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

- **Colorectal cancer exams, preventive services, and lab tests that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ("USPSTF") for persons 45 years of age and older;**
- **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 Services Task Force ("USPSTF") or as required by state law.**

Behavioral Health Care

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

Prescription Drugs

To find out which prescription drugs are covered under a plan, You can review the applicable drug list at www.bcbstx.com/member/prescription-drug-plan-information/drug-lists. You may also request a drug list exception. For information on how to request a drug list exception please refer to Your Evidence of Coverage.

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 any applicable Coinsurance or Deductible 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, AFTER HOURS CARE AND URGENT 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.

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

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

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

deny such treatment within the time appropriate to the circumstances relating to the delivery of the services and the condition of the patient, but in no case shall approval or denial exceed one hour from the time of the request.

After Hours Care

HMO Participating Providers have systems in place to respond to Your needs when their business offices are closed. These systems may include the use of an answering service or a recorded telephone message informing patients how to access further care.

Urgent Care Services

Urgent Care services are covered when rendered by a Participating Urgent Care center Provider for the immediate treatment of a medical condition that requires prompt medical attention but where a brief time lapse before receiving services will not endanger life or permanent health and does not require Emergency Care services.

Retail Health Clinics

Retail Health Clinics provide diagnosis and treatment of uncomplicated minor conditions in situations that can be handled without a traditional PCP office visit, Urgent Care visit or Emergency Care visit. A PCP Referral is not required to obtain Covered Services.

Virtual Visits

Virtual visits provide You with access to Virtual Network Providers that can provide diagnosis and treatment of non-emergency medical and behavioral health conditions in situations that can be handled without a traditional PCP office visit, behavioral health office visit, Urgent Care visit or Emergency Care visit. Covered Services may be provided via a consultation with a licensed medical professional through interactive audio via telephone or interactive audio-video via online portal or mobile application. For information on accessing this service, You may access the website at www.bcbstx.com or contact customer service at the toll-free number on the back of Your identification card. A PCP Referral is not required to obtain Covered Services.

Note: Not all medical or behavioral health conditions can be appropriately treated through Virtual Visits. The Virtual Network Provider will identify any condition for which treatment by an in-person Provider is necessary.

Out-of-Area Services and Benefits

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.

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 outside of Texas.

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).
2. Call Your PCP for Referrals and for care requiring Prior Authorization.
3. Schedule an appointment directly with the Provider.
4. Present Your ID card.
5. Pay any applicable Copayments, Coinsurance or Deductible.
6. Discuss follow-up care with Your PCP.

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

OUT-OF-NETWORK FACILITY-BASED PROVIDERS AND DIAGNOSTIC IMAGING AND LAB PROVIDERS

In some instances where you do not have the ability to choose a network provider, such as when you receive services from a non-participating facility-based provider in a network facility, or when you receive services from a non-Participating laboratory or diagnostic imaging facility in connection with care provided by Your Participating Provider. In these instances, Your services may be covered and You would not be responsible for any amounts beyond the Copayment/Coinsurance or any Deductibles. If You receive a bill from an out-of-network Provider in such circumstances please contact HMO. If You elect to use out-of-network Providers for non-Emergency Care services and supplies available from Participating Providers, benefits will not be covered.

YOUR FINANCIAL RESPONSIBILITIES

BCBSTX requires a Premium from you as a condition of coverage. A copayment and any applicable coinsurance or deductible may be due at the time a participating provider renders service. Certain copayment amounts and any applicable coinsurance or deductible 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 EOC. The copayment and any other coinsurance or deductible amount is determined by your plan. Consumer Choice plans do not include all state mandated health insurance benefits which means these plans may include deductibles and benefit limits that are not included on other plans. Also, you will have to pay for services that are not covered by HMO.

HMO network physicians and providers have agreed to look only to HMO and not to its members for payment of Covered Services. Usually, you are expected to pay nothing more than a copayment and any applicable coinsurance or deductible 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.

LIMITATIONS AND EXCLUSIONS

Your EOC contains specific information including limitations and exclusions. Your EOC will include prescription drug benefit exclusions and limitations. The Benefit Highlights also include a summary of limitations and exclusions.

PRIOR AUTHORIZATION REQUIREMENTS, REFERRAL PROCEDURES AND OTHER REVIEW REQUIREMENTS

Except for emergency care, your PCP or OB/GYN must authorize all Referrals in advance. When your PCP refers you for care, this helps ensure that you receive care that is medically necessary and appropriate. If your PCP or OB/GYN cannot render the services you require, then the PCP or OB/GYN will refer you to the provider(s) you need. Any Referral services will be subject to all of the terms, conditions, limitations and exclusions of the HMO plan. Please see the “Receiving Care” section below for more information about PCPs.

Emergency care services for screening and stabilization do not require prior authorization. Routine requests for prior authorization for inpatient admissions are requested by registered nurses who utilize a system of clinical protocols and criteria to determine the following:

- Medical necessity of the requested care;
- Appropriateness of the location and level of care;
- Appropriateness of the length of stay; and/or
- Assignment of the next anticipated review point.

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

Concurrent Review

HMO supports the review of requests for continued services including inpatient hospital admissions. Concurrent review is conducted both telephonically and via onsite review at selected facilities. Reviews are conducted by registered nurses and include the following:

- Evaluation for appropriateness (medical necessity/level of care/length of stay);
- Evaluation and coordination of discharge planning requirements;
- Referral to Case Management or Disease Management Programs; and/or
- Identification of potential quality of care issues.

Retrospective Review

HMO may conduct reviews after services have been provided to the patient. Retrospective review includes a medical necessity evaluation of the care/service provided to the member, and of physician compliance to the Utilization/Case Management Program Requirements.

Case Management Review

The Case Management Department facilitates a collaborative process to access, plan, implement, coordinate, monitor, and evaluate options and/or service to meet a member's health care needs through communication and available resources to promote appropriate, cost-effective outcomes.

CONTINUITY OF TREATMENT IN THE EVENT OF TERMINATION OF A NETWORK PROVIDER

If you are under the care of a participating provider who stops participating in HMO's network (for reasons other than failure to meet applicable quality standards, including medical incompetence or professional behavior, or for fraud), HMO will continue coverage for that provider's covered services if all the following conditions are met:

- you are undergoing a course of treatment for a serious and complex condition, you are undergoing institutional or inpatient care, you are scheduled to undergo nonelective surgery from the provider (including receipt of postoperative care from such provider with respect to such surgery), you are pregnant or undergoing a course of treatment for the pregnancy, or you are determined to be terminally ill. A serious and complex condition is one that (1) for an acute illness, is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm care (for example, you are currently receiving chemotherapy, radiation therapy, or post-operative visits for a serious acute disease or condition), and (2) for a chronic illness or condition, is (i) life-threatening, degenerative, disabling or potentially disabling, or congenital, and (ii) requires specialized medical care over a prolonged period of time.
- HMO may request provider submits a request to HMO to continue coverage of your care that identifies the condition for which you are being treated and, where required, 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 continue until the treatment is complete but 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 thirteenth (13^{th}) 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.

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

You have the right to appeal any decision made for a request for benefits under this subsection as explained in the **COMPLAINT PROCEDURE FOR ENROLLEES** section of this handbook.

COMPLAINT PROCEDURE FOR ENROLLEES: APPEAL OF ADVERSE DETERMINATION; INDEPENDENT REVIEW ORGANIZATION PROCESS; AND NON-RETALIATION

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 EOC.

Complaints

There may be times when you find that you don't agree with a particular HMO policy or procedure or benefit decision, or you are not satisfied with some aspect of the 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 regarding 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.

Enrollee Complaint Procedure

A complaint is any dissatisfaction expressed orally or in writing, made by an enrollee or by someone designated to act on behalf of an enrollee, to HMO regarding any aspect of our 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.

Also, a complaint does not include your 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 days of receiving your oral or written complaint, HMO will send you a letter acknowledging the complaint, together with a description of our 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.

After receiving your written complaint or the written complaint form, HMO will investigate your concerns and send you a letter outlining and explaining the resolution. The letter includes a statement of the specific medical and contractual reasons for the resolution including any benefit exclusion, limitation or medical circumstance; additional information required to adjudicate a claim, if applicable, and the specialization of any provider consulted. The total time for acknowledging, investigating and resolving your written complaint will not exceed thirty calendar days from the date HMO receives your written complaint or complaint form.

If the complaint is not resolved to your satisfaction, you have the right to dispute the resolution by following the complaint appeals process. A full description of the complaint appeals process will accompany the complaint resolution.

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

Investigation and resolution of complaints concerning emergencies or denials of the continued hospitalization are concluded in accordance with the medical or dental immediacy of the case, not to exceed one business day from receipt of the complaint.

HMO is prohibited from retaliating against an individual because the individual has filed a complaint against or appealed a decision of HMO. Also, we are 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.

Enrollee Complaint Appeals to HMO

The complaint appeals process allows an enrollee to dispute the complaint resolution before a complaint appeal panel. Following receipt of your written request for a complaint appeal, you have the opportunity to dispute the complaint resolution in person, in writing, by telephone, or by 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. Participants of the complaint appeal panel will not have been involved in the previously disputed decisions related to the complaint. Experienced physicians or other providers review the case; the 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. Persons selected to participate on the complaint appeal panel are not HMO staff. The appeals process will not exceed thirty calendar days from the date HMO receives the written request for appeal.

No later than the fifth business day 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 in person by conference call or other appropriate technology or through a representative, if the complainant is a minor or disabled, before the complaint appeal panel;
- Present written or oral information to the appeal panel;
- Present alternative expert testimony; and
- Request the presence of and question any person responsible for making the prior determination that resulted in the appeal.

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

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 in making the benefit determination;
- Information submitted, considered or generated in the course of making the benefit determination, whether or not it was relied upon in making the benefit determination;
- Descriptions of the administrative process and safeguards used in making the benefit determination;
- Records of any independent reviews conducted by HMO;

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

- Medical judgments, including determinations about 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 in making the benefit determination.

Filing Complaints with the Texas Department of Insurance

Any person, including those who have attempted to resolve complaints through HMO's enrollee complaint process, who is dissatisfied with the resolution, may report their dissatisfaction to the Texas Department of Insurance, Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030.

There are two methods of filing a TDI complaint:

- via mail;
- via online at www.TDI.texas.gov.

The Texas Department of Insurance will investigate complaints against HMO within sixty (60) days of receiving the complaint. The time necessary to complete an investigation may be extended if:

- additional information is needed;
- 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 the Texas Department of Insurance occur.

Appeal of Adverse Determinations

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. An adverse determination is not a denial of health care services due to the failure to request prospective or concurrent utilization review. In life-threatening or urgent care circumstances, if HMO has discontinued coverage of prescription drugs or intravenous infusions for which you were receiving health benefits under this Evidence of Coverage, 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 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.

HMO maintains an internal appeal system that provides reasonable procedures for the resolution of an oral or written appeal concerning dissatisfaction or disagreement with an adverse determination. The appeal of an adverse determination process is not part of the complaint process. You, your designated representative or your physician or provider may 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 working days of your appeal request, HMO will send you a letter acknowledging the date of receipt of the appeal and a list of documents you must submit. For oral appeals, we will also send you a one-page appeal form for completion that must be returned to HMO. HMO 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 typically manages the medical condition, procedure or treatment under review. We have thirty days from your appeal request to provide you written notice of the appeal determination.

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

Note: If HMO is seeking to discontinue coverage of prescription drugs or intravenous infusions for which you are receiving health benefits under the EOC, you will be notified no later than the 30th day before the date on which coverage will be discontinued.

You will receive a written decision of the appeal that will include dental, medical and contractual reasons for the resolution; clinical basis for the decision; specialization of provider consulted; notice of your right to have an independent review organization review the denial; and TDI's toll free telephone number and address.

Expedited Appeal of Adverse Determination Procedures

Investigation and resolution of appeals relating to ongoing emergencies or denials of continued hospital stays, or the discontinuance by HMO of prescription drugs or intravenous infusions for which you were receiving health benefits under the Evidence of Coverage, are referred directly to an expedited appeal process and will be concluded in accordance with the medical or dental immediacy of the case. In no event will the request for an expedited appeal 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 board certified physician or provider who has not already reviewed your case and who is of the same or similar specialty as typically manages the medical 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 of the determination following within three days.

Appeals Process to Independent Review Organization

An independent review organization is an organization independent of HMO that may perform a final administrative review of an adverse determination made by us.

In a circumstance involving a life-threatening or urgent care circumstances, if HMO has discontinued coverage of prescription drugs or intravenous infusions for which you were receiving health benefits under the Evidence of Coverage, or if you do not receive a timely decision, you are entitled to an immediate appeal to an independent review organization rather than going through HMO's appeal of an adverse determination process.

The independent review organization process is not part of the complaint process, but is available only for appeals of adverse determination.

You may request a review of an appeal of an adverse determination by the independent review organization. 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 independent review organization;
- 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, or if HMO has discontinued coverage of prescription drugs or intravenous infusions for which you were receiving health benefits under the Evidence of Coverage, you, your designated representative, or provider of record, may contact HMO by telephone to request the review;
- Submit medical records, names of providers and any documentation pertinent to the adverse determination to the independent review organization;
- Comply with the determination by the independent review organization; 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:

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

- Information relied upon in making the benefit determination;
- Information submitted, considered or generated in the course of making the benefit determination, whether or not it was relied upon in making the benefit determination;
- Descriptions of the administrative process and safeguards used in making the benefit determination;
- Records of any independent reviews conducted by HMO;
- Medical judgments, including determinations about 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 in making 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's process for appeal and review places your health in serious jeopardy.

NETWORK PROVIDERS

To find out more about HMO participating providers, refer to the website at www.bcbstx.com/find-a-doctor-or-hospital for Provider Finder®, an Internet-based provider directory. It has important information about the locations and availability of providers, restrictions on accessibility and Referrals to Specialists, and information about limited provider networks. You may also request a hard copy or electronic copy of the provider directory, which is updated quarterly, by calling or writing Customer Service. The directories can also be found at www.bcbstx.com. Upon admission to an inpatient facility, (e.g. hospital or skilled nursing facility), a participating physician other than your PCP may direct and oversee your care.

Your PCP will be the one you call when you need medical advice, when you are sick and when you need preventive care such as immunizations.

Your PCP will play a key role in the delivery of your health care. The network to which your PCP belongs will provide or arrange for all of your care, so make sure that your PCP's network includes the Specialists and hospitals that you prefer.

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.

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

The following demographics describe the network as of August 2023, that your Texas HMO Plan provides access to for the provision of Covered Services.

Network	Enrollees	Specialty	Participating Providers	Access
Blue Advantage HMO Network	712,123	Internal Medicine	11,430	Yes
		Family/Gen. Practice	15,379	Yes
		Pediatrics	4,168	Yes
		Obstetrics and Gynecology	3,185	Yes
		Anesthesiology	4,526	Yes
		Psychiatry	490	Yes
		General Surgery	2,003	Yes
		Acute Care Hospitals	317	Yes

For additional information regarding network adequacy please call the customer service telephone number shown on the back of your identification card or visit the website at www.bcbstx.com.

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

ATTENTION FEMALE MEMBERS: 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.

Your HMO has opted not to limit your selection of an OB/GYN to your PCP's network. 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), or to your provider directory, or call Customer Service at the telephone number on the back of your ID card for assistance.

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

SERVICE AREA

For a map of the HMO service area, refer to the website at www.bcbstx.com/find-a-doctor-or-hospital for Provider Finder, an Internet-based provider directory, or request a hard copy or electronic copy of the provider directory by calling Customer Service.

GENERAL INFORMATION

Identification (ID) Card

Once enrolled, you and each of your covered dependents will 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;
- Primary care physician/practitioner (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 you 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, 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 EOC 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/Practitioner (PCP)

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. Your PCP will also coordinate any required hospital admissions.

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

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.

Changing PCPs

Changing your PCP is easy. Simply use the online provider directory at 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 660819 Dallas, TX 75266-0819. 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, 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 any other applicable coinsurance or deductibles 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 Prior Authorization 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.

Telehealth and Telemedicine Medical Services

Telehealth and Telemedicine Medical Services are covered as defined below and may require Prior Authorization.

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

Telehealth Service means a health service, other than a Telemedicine Medical Service, delivered by a health professional licensed, certified, or otherwise entitled to practice in Texas and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology.

Telemedicine Medical Services means a health care service delivered by a Physician licensed in Texas, or a health professional acting under the delegation and supervision of Physician licensed in Texas, and acting within the scope of the Physician's or health professional's license to a patient at a different physical location than the Physician or health professional using telecommunication or information technology.

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 notify us of changes and notify the Exchange if this plan is purchased through the Exchange. Completed forms must be received by HMO within 60 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.

Coverage will be automatic for subscriber or subscriber's spouse'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.

Duplication of Coverage and Coordination of Benefits

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.

REMEMBER:

- Notify BCBSTX and the Exchange (if purchased through the Exchange) of changes within 60 days of a change to your coverage.
- Be sure to indicate any other health coverage you have, or contact Customer Service with this information.

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

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.

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.

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,
  - Limitations and Exclusions;
- 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;

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

- 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 60 days of the change;
- Read your EOC 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.

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.

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

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 www.bcbstx.com/legal-and-privacy/privacy-notice-and-forms 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.

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

NOTICE OF RIGHT TO AN ADEQUATE NETWORK

A health maintenance organization (HMO) plan provides no benefits for services you receive from out-of-network physicians or providers, with specific exceptions as described in your Evidence of Coverage and below.

- You have the right to an adequate network of in-network physicians and providers (known as *network Physicians and Providers*).
- If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.
- If your HMO approves a Referral for out-of-network services because no network physician or provider is available, or if you have received out-of-network emergency care, the HMO must, in most cases, resolve the out-of-network physician's or provider's bill so that you only have to pay any applicable in-network copayment, coinsurance, and deductible amounts.

You may obtain a current directory of network physicians and providers at the following website: www.bcbstx.com/find-a-doctor-or-hospital or by calling 1-888-697-0683 for assistance in finding available network physicians and providers. If you relied on materially inaccurate directory information, you may be entitled to have a claim by an out-of-network physician or provider paid as if it were from a network physician or provider, if you present a copy of the inaccurate directory information to the HMO, dated not more than 30 days before you received the service.

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

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

Plan Description and Member Handbook Supplement

Your Blue Advantage Plus plan gives You a choice every time you seek medical care. You may choose your plan’s highest level of benefits by receiving care within the Blue Advantage HMO network provided or arranged by yourBlue Advantage HMO PCP. Or, you may choose to see a Provider that is not your Blue Advantage HMO PCP, a Provider who is not in the Blue Advantage HMO network or a Blue Advantage HMO Specialist without a Referral from your Blue Advantage HMO PCP, and receive a lower level of benefits as described in the Policy.

This Blue Advantage Plus brochure should be used as a supplement to the ***HMO Plan Description and Member Handbook*** *which gives you a brief summary of your benefits and describes your rights and responsibilities under the Blue Advantage Plus program.*

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

HMO EVIDENCE OF COVERAGE (EOC) MAJOR MEDICAL EXPENSE POLICY (POLICY)

The EOC contains specific information regarding Blue Advantage HMO network health care benefits, copayments, any other amounts due, limitations and exclusions. The Policy contains specific information regarding your non-Blue Advantage HMO health care benefits, copayments, any other amounts due, limitations and exclusions as well as any Prior Authorization requirements. You will receive these documents after you enroll. The **Benefit Highlights** will also include a summary of Covered Services and payment obligations. To obtain the most from your health care coverage, please take time to review these documents and any attachments carefully and keep them for reference.

HOSPITALIZATION

If you need to be hospitalized, your Blue Advantage HMO PCP or your participating OB/GYN can arrange for your care at a local participating hospital that contracts with Blue Advantage HMO, in order for you to receive the highest level of benefits.

In non-emergency situations when you think you may need hospital care, call your Blue Advantage HMO PCP first. Special rules apply in emergency situations or in cases where you are out of the service area (see the "Emergency Care, After Hours Care and Urgent Care" section in your HMO Plan Description and Member Handbook). Your Blue Advantage HMO PCP will make the necessary arrangements and keep you informed, in order for you to receive the highest level of benefits. Or, you may choose to have someone other than your Blue Advantage HMO PCP arrange your care or receive treatment from a facility not in the Blue Advantage HMO network and receive a lower level of benefits. You must call BCBSTX to obtain a Prior Authorization before any admission, except emergencies.

EMERGENCY CARE

Emergency services received from a non-Blue Advantage HMO provider will be covered at the Blue Advantage HMO benefit level.

URGENT CARE SERVICES

Urgent care services are covered when rendered by a non-Blue Advantage HMO urgent care center provider for the immediate treatment of a medical condition that requires prompt medical attention but where a brief time lapse before receiving services will not endanger life or permanent health and does not require emergency care services. These services will be covered as shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** in your Policy.

YOUR FINANCIAL RESPONSIBILITIES

Deductible and Coinsurance for Non-Blue Advantage HMO Benefits

Your plan allows you to choose between Blue Advantage HMO network providers or using providers outside of the Blue Advantage HMO network each time services are needed. When using providers outside the Blue Advantage HMO network, you will be responsible for any deductible, coinsurance and/or copays shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** in your Policy.

If you choose non-Blue Advantage HMO network providers, you will be responsible for billed charges above the BCBSTX allowable amount, any deductibles, coinsurance and/or copay amounts shown in the Schedule of Copayments and Benefit Limits in your Policy. Any Deductible amounts applied toward satisfying the Major Medical Expense Policy will not apply towards the HMO deductible. Any Deductible amounts applied toward satisfying the HMO deductible will not apply towards the Major Medical Expense policy deductible.

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

For hospitals, doctors and other non-Blue Advantage HMO network providers, the Allowable Amount will be the lesser of: (i) the Provider's billed charges, or; (ii) the BCBSTX non-contracting Allowable Amount. Except as otherwise provided in this section, the non-contracting Allowable Amount is developed from base Medicare Participating reimbursements adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and will exclude any Medicare adjustment(s) which is/are based on information on the claim.

When a Medicare reimbursement rate is not available or is unable to be determined based on the information submitted on the claim, the Allowable Amount for non-contracting Providers will represent an average contract rate in aggregate for Network Providers adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and shall be updated not less than every two years.

BCBSTX will utilize the same claim processing rules and/or edits that it utilizes in processing.

Participating Provider claims for processing claims submitted by non-contracted Providers which may also alter the Allowable Amount for a particular service. In the event BCBSTX does not have any claim edits or rules, BCBSTX may utilize the Medicare claim rules or edits that are used by Medicare in processing the claims. The Allowable Amount will not include any additional payments that may be permitted under the Medicare laws or regulations which are not directly attributable to a specific claim, including, but not limited to, disproportionate share and graduate medical education payments.

Any change to the Medicare reimbursement amount will be implemented by BCBSTX within ninety (90) days after the effective date that such change is implemented by the Centers for Medicaid and Medicare Services, or its successor.

The non-contracting Allowable Amount does not equate to the Provider's billed charges and Members receiving services from a non-contracted Provider will be responsible for the difference between the non-contracting Allowable Amount and the non-contracted Provider's billed charge, and this difference may be considerable. To find out the BCBSTX non-contracting Allowable Amount for a particular service, Members may call customer service at the number on the back of your BCBSTX identification card.

Notwithstanding the above, where applicable state or federal law requires another standard for a non-contracting claim, the Allowable Amount shall be the lessor of billed charge or the amount prescribed by law.

LIMITATIONS AND EXCLUSIONS

Your Policy contains specific information including limitations and exclusions. Your Policy will also include prescription drug benefit exclusions and limitations. The **Benefit Highlights** will also include a summary of limitations and exclusions.

RECEIVING CARE

Your Blue Advantage Plus benefit gives you a choice every time you seek medical care. You may choose your plan's highest level of benefits by receiving care within the Blue Advantage HMO network provided or arranged by your Blue Advantage HMO PCP. Or, you may choose to see a provider that is not in the Blue Advantage HMO network or a Blue Advantage HMO provider on your own without a Referral from your PCP, and receive a lower level of benefits. Refer to your Policy for a listing of services that can be received out of network.

If you choose to receive care from a provider that is not in the Blue Advantage HMO network, your Blue Advantage Plus benefit will reimburse you for a percentage of your covered charges after you meet you deductible.

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

PARPLAN PROVIDERS

If you plan to seek care outside the Blue Advantage HMO network, refer to the website at www.bcbstx.com/find-a-doctor-or-hospital for Provider Finder®, a directory of providers who participate in the ParPlan program. ParPlan providers are a statewide group of physicians and other practitioners who have contracted with BCBSTX. By seeking care from a ParPlan provider for non-HMO Blue Advantage network services, you receive the added benefit of having your physician file your claims for you and not bill for charges over the allowable amount.

CLAIMS

When you receive care that is provided or arranged by your Blue Advantage HMO primary care physician/practitioner, you will not have to file any claims, except for out-of-area emergencies. If you receive care from a provider that is not in the Blue Advantage HMO network, you or your doctor will be responsible for filing your claim. You are required to submit a completed claim form to the claims address listed in the Policy. Claim forms are available by calling the Customer Service number listed on the back of the ID card or by visiting our website at www.bcbstx.com.

THE REFERRAL PROCESS

Your Blue Advantage Plus plan allows you to see any Specialist you wish. If you see a Blue Advantage HMO network Specialist referred by your Blue Advantage HMO PCP, you will receive the highest level of benefits. If you see a Specialist who is not in the Blue Advantage HMO network or self-refer to a Blue Advantage HMO network provider, you will be responsible for any deductible, coinsurance and/or copays shown in the **SCHEDULE OF COPAYMENTS AND BENEFIT LIMITS** in your Policy as well as any Prior Authorization requirements.

Please refer to your **HMO Plan Description and Member Handbook** for information regarding in-network OB/GYN direct access (self-Referrals) and limited provider networks.

PRIOR AUTHORIZATION REQUIREMENTS

Prior Authorization establishes in advance the medical necessity or experimental/investigational nature of certain care and services covered under the Policy. It ensures that the care approved through Prior Authorization and services described in the **COVERED SERVICES AND BENEFITS** section of the Policy will not be denied on the basis of medical necessity or experimental/investigational. However, Prior Authorization does not guarantee payment of benefits. Actual availability of benefits is always subject to other requirements of the Policy, such as limitations and exclusions, payment of Premium, and eligibility at the time care and services are provided.

When a hospital admission is approved through Prior Authorization, a length of stay is assigned. The Policy provides a minimum length of stay in a hospital with no Prior Authorization required for the following:

Maternity Care:

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

Treatment of Breast Cancer:

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

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

You are responsible for satisfying Prior Authorization requirements. This means that you must ensure that you, your family member, your physician, behavioral health practitioner or provider of services must comply with the guidelines in the Policy. Please see your policy for a list of benefits that require Prior Authorization. All timelines for Prior Authorization requirements are provided in keeping with applicable state and federal regulations. Failure to request Prior Authorization for services will require additional steps and/or benefit reductions.

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