

# *PPO Select<sup>®</sup> Choice*

*preferred provider  
organization*

*your benefit guide  
and contract*



**BlueCross BlueShield  
of Texas**

*[www.bcbstx.com](http://www.bcbstx.com)*



# BLUE CROSS AND BLUE SHIELD OF TEXAS

YOUR BENEFIT GUIDE AND CONTRACT

PPO SELECT® CHOICE



**BlueCross BlueShield  
of Texas**



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*Health coverage*  
**as big as Texas**  
*for you and*  
*your family*

Welcome to

## PPO SELECT<sup>®</sup> CHOICE



### INDIVIDUAL BENEFITS FOR INDIVIDUAL NEEDS

PPO Select<sup>®</sup> Choice, from Blue Cross and Blue Shield of Texas, offers choice and flexibility for individual health care coverage. It is not a prepackaged, one-size-fits-all health insurance plan, but rather health coverage that gives you a selection of benefits to fit your health care coverage needs now and the flexibility to fit your needs in the future.

And because PPO Select Choice is offered by Blue Cross and Blue Shield of Texas, you know you're getting coverage you can count on from a company you know and trust. We believe we lead the insurance industry in providing quality products and customer service. After all, Blue Cross and Blue Shield of Texas has been providing health care coverage to Texans since 1939 and is one of the largest not-for-profit health coverage companies in the state, serving more than 3 million people.

## PLAN HIGHLIGHTS

### PLAN OPTIONS AT A GLANCE

#### PPO SELECT CHOICE PROVIDES:

- Affordable, cost effective health coverage
- Freedom to choose doctors and hospitals
- Choice of deductibles
- Choice of out of pocket security provisions
- Three-tier prescription drug program
- Individual, spouse and child(ren) coverages available

Options	Calendar Year Deductibles				Copayment Amounts		Calendar Year Out-of-Pocket Maximum/Security Provisions				Coinsurance**			
	Individual In-Network	Individual Out-of-Network	Family In-Network	Family Out-of-Network	Office Visit (Physician consultation only)*	Emergency Care	Individual In-Network	Individual Out-of-Network	Family In-Network	Family Out-of-Network	In-Network		Out-of-Network	
											Plan Pays	You Pay	Plan Pays	You Pay
Plan I	\$250	\$500	\$750	\$1,500	\$25	80%	\$3,000	\$5,000	\$6,000	\$10,000				
Plan II	\$500	\$1,000	\$1,500	\$3,000										
Plan III	\$1,000	\$2,000	\$3,000	\$6,000	\$25	80%	\$3,000	\$5,000	\$6,000	\$10,000	80%	20%	75%	25%
Plan IV	\$1,500	\$3,000	\$4,500	\$9,000										
Plan V	\$2,500	\$5,000	\$7,500	\$15,000	\$25	80%	\$3,000	\$5,000	\$6,000	\$10,000				
Plan VI	\$5,000	\$10,000	\$15,000	\$30,000										

\*All other medical-surgical expense (lab and x-ray) will be subject to deductible and coinsurance amounts 80% subject to the deductible.

\*\*Percentages apply to covered expenses after calendar-year deductibles are met. Lifetime maximum is \$2 million per person.

Options	Separate Deductibles	Prescription Drug Card Program			
		Copayment Amounts			Calendar Year Maximum Benefits
		Generic	Preferred	Non Preferred	
Plan I Plan II	\$100	\$15	\$25	\$40	\$1,500
Plan III Plan IV	\$200	\$15	\$25	\$40	\$1,500
Plan V Plan VI	\$300	\$15	\$25	\$40	\$1,500





## VALUE

Feature for feature, PPO Select Choice offers comprehensive major medical insurance for individuals and their families.

- \$2,000,000 lifetime maximum benefit
- Inpatient hospital benefits and professional care
- Outpatient professional care *(including office visits, X-rays, lab and diagnostic services)*
- 24-hour, worldwide emergency care
- Well-child care *(routine physical exams and developmental assessment; through age 7)*
- Immunization benefits *(through age 7)*
- Human organ and tissue transplant benefits *(\$300,000 lifetime maximum)*
- *Home health care, hospice and skilled nursing facility benefits (subject to limitations)*
- Age banded rates for child only coverage
- Access to one of the largest provider networks in the state, BlueChoice
- Security of one of the most widely recognized insurance cards – **Blue Cross and Blue Shield of Texas**
- Three tier pricing prescription drug plan
- BlueCard program

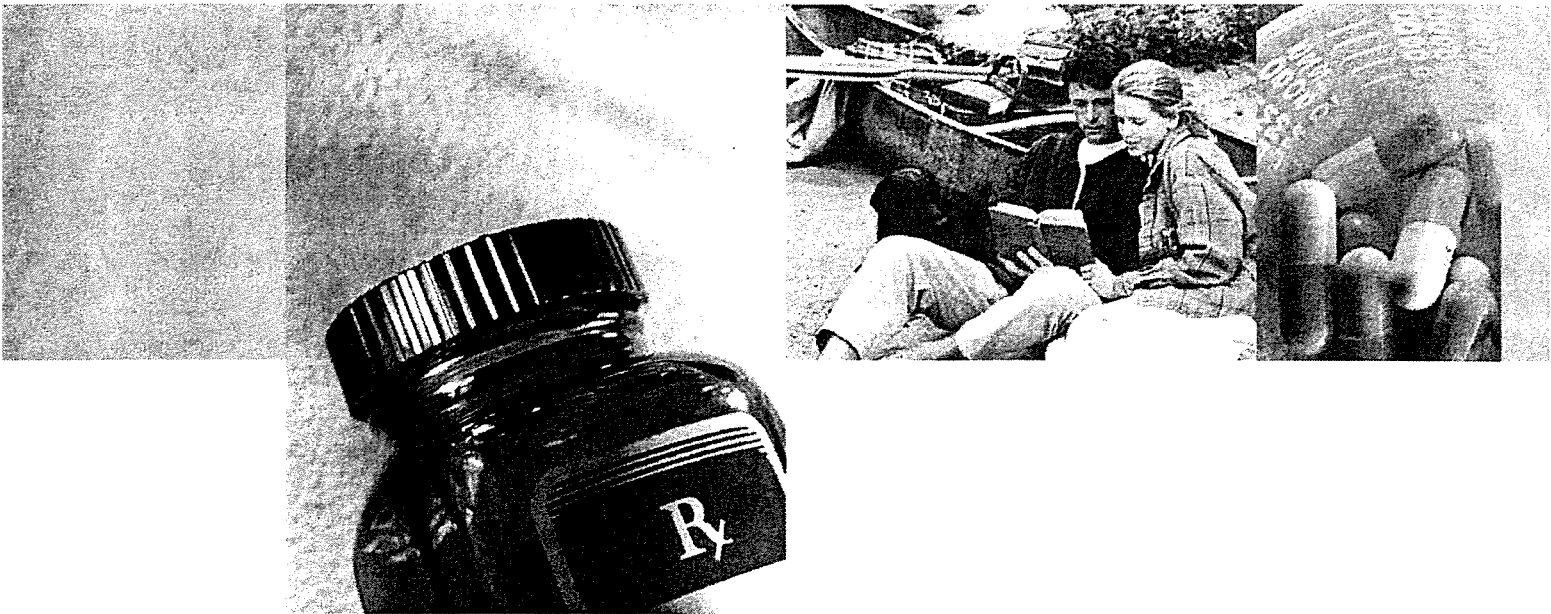
## GENERAL BENEFITS

In-Network Benefits	Out-of-Network Benefits
• PPO Select Choice pays 80% and you pay 20% of covered expenses after you meet your deductible.	• PPO Select Choice pays 75% and you pay 25% of covered expenses after you meet your deductible.
• <b>\$25 office visit copay (physician consultation only).</b>	• Physician office visits subject to deductible and coinsurance.
• Network providers will preauthorize your medical care.	• You must preauthorize hospital admissions and certain services.
• No claim forms to file.	• You may have to submit claims for reimbursement.
• Emergency room visit subject to deductible and coinsurance - 80/20	• Emergency room visit subject to deductible and coinsurance - 75/25

## CHILD-ONLY COVERAGE AVAILABLE

PPO Select Choice also offers affordable, age-banded rates for child-only coverage. Other health insurance carriers may require you or your spouse to purchase coverage to insure your children. But with PPO Select Choice, premiums for child-only coverage are based on the age of your child, not whether you purchase other coverage.

For a complete description of benefits, limitations, and exclusions, please refer to the Outline of Coverage included in this brochure.

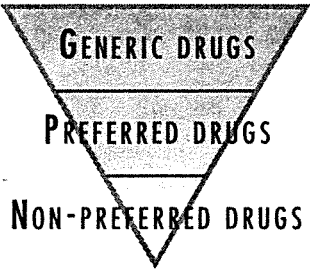


# **PRESCRIPTION DRUG PROGRAM**

## **THE THREE-TIER PHARMACY COPAY**

To help manage increasing prescription drug costs, Blue Cross and Blue Shield of Texas is implementing a new pharmacy plan design that encourages cost-effective drug selection while offering financial flexibility to you.

The three-tier pharmacy copay plan design encourages you to choose medications that are less costly but equally effective. The plan design allows you to retain freedom of choice because benefits will still be available for nearly all branded prescription drugs.



By using generic medications, or drugs on the preferred brand-name drug list, you will be able to obtain those medications that are high quality and cost effective. Benefits will be available for nearly all branded prescription drugs, with generic medications having the lowest copay and non-preferred brand-name drugs having the highest copay.

Prescription Drug Card Program	
Prescription Drugs	Calendar Year Maximum Benefits
AFTER Separate Deductible of:	
\$100 - Plans I & II	\$1,500 per participant
\$200 - Plans III & IV	
\$300 - Plans V & VI	
\$15 - Generic	
\$25 - Preferred	
\$40 - Non-Preferred	



## HOW IT WORKS

The plan design includes three tiers of medications. The three tiers are comprised of:

**GENERIC** drugs are the most affordable drugs and offer you the lowest available copay. Generic drugs are pharmaceutically and therapeutically equivalent to brand-name drugs.

**PREFERRED** brand-name drugs are available at a slightly higher copay than generic drugs. The preferred brand-name drug tier consists of the vast majority of high-quality branded drugs.

**NON-PREFERRED** brand-name drugs have the highest copay. The non-preferred brand-name drug tier includes a small number of therapeutic drug categories. Non-preferred brand-name drugs may not offer clinical or cost advantages over other drugs in the same therapeutic category.

**DEDUCTIBLE** After you satisfy your separate calendar year prescription drug deductible, you have prescription benefits up to the calendar year maximum benefit.

As a participant with a three-tier pharmacy copay you will receive a list of preferred brand-name drugs to help with your prescription choices. Or you may check the drug list and prescribing guidelines section of the Blue Cross and Blue Shield of Texas Web site at [www.bcbstx.com/pharmacy](http://www.bcbstx.com/pharmacy) to locate covered prescription medications online.



## PROVIDER INFORMATION

### PROVIDER ACCESS AND NETWORKS

The PPO Select Choice program provides individuals and their families with easy and affordable access to doctors and hospitals.

With PPO Select® Choice—you'll receive:

- Freedom to choose doctors and hospitals each and every time you need health care
- Access to our BlueChoice® network, one of the largest Preferred Provider Organization (PPO) networks in Texas
- 24 hour worldwide coverage
- BlueCard Program

### PROVIDER NETWORK DESCRIPTION

#### BLUECHOICE

The PPO Select Choice program features the individual BlueChoice network of contracting physicians, specialists, hospitals and other health care providers. BlueChoice network providers have agreed to reduce their fees for PPO plan participants. If you receive care from a BlueChoice network provider, you will receive a higher benefit level, and you do not file claims or preauthorize care. The BlueChoice network is one of the largest provider networks in Texas. Advantages of accessing BlueChoice network providers include:

- Highest benefit levels
- Affordable office visit copays
- Providers preauthorize care
- No claim forms to file

#### BLUECARD NETWORK PROVIDERS

To access while travelling outside the BlueChoice network area, see page 12.

## IN-NETWORK VS. OUT-OF-NETWORK BENEFITS

### SUMMARY

The amount of benefits paid by your *PPO Select Choice* coverage depends on whether or not you receive your medical care through the network. In general, you pay less when you receive covered care from a network provider. You will always have a right to choose, but the choice you make can save you money.

### IN-NETWORK

*Your network coverage begins with your selection of a BlueChoice provider. When you see a BlueChoice provider, you will:*

- pay less for care
- receive this program's highest level of benefits
- have no claims to file
- have network providers preauthorize your care.

### OUT-OF-NETWORK

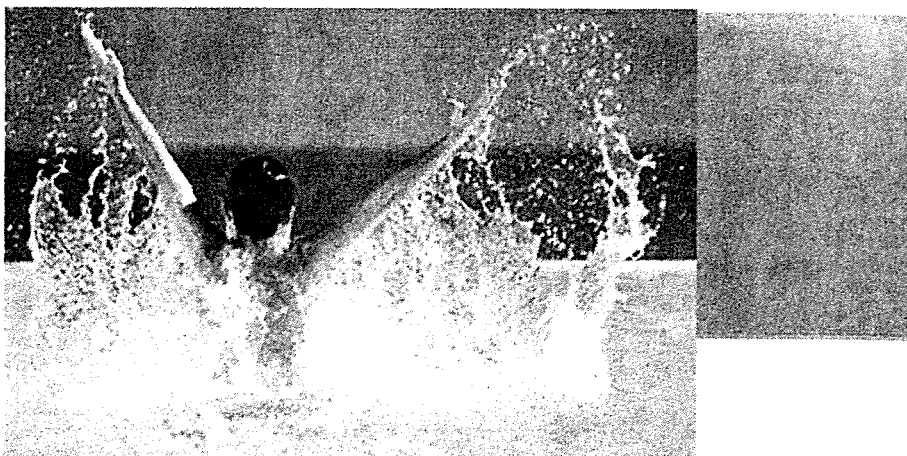
If you decide to go out-of-network or are not in a service area for medical care, you have two choices:

- see a ParPlan provider
- see any licensed physician.

Or, if you prefer, you may use any licensed doctor who's not participating in the BlueChoice network. With this choice you will:

- receive a lower level of benefits
- pay a greater share of the costs
- file your own claims.
- billed for charges above BCBSTX Allowable Amount

ParPlan providers and contracted facilities have agreed to accept the BCBSTX determined Allowable Amount and/or negotiated rates for covered services. Costs are more predictable, since you will not be balance billed for costs that may exceed the Allowable Amount. ParPlan providers may file your claims. You will, however, receive out-of-network benefits.



## BLUECARD PPO

### WHAT IS BLUECARD PPO?

Blue Cross and Blue Shield (BCBS), is one of the most trusted and respected names in the health care benefits industry. Now, thanks to the new BlueCard PPO Program, you can take advantage of that reputation almost anywhere in the United States.

Through the BlueCard PPO Program, Blue Cross and Blue Shield (BCBS) Plans work

together to help ensure our customers receive quality, affordable health care. BCBS Plans throughout the country have established Preferred Provider Organization (PPO) networks of doctors, hospitals and other health care providers. These extensive provider networks – available to 97 percent of the U.S. population – are the key to the BlueCard PPO Program.

### HOW BLUECARD PPO WORKS

1. Always carry your most current Blue Cross and Blue Shield ID card.
2. When you're outside of your local Plan service area and need health care, refer to your ID card and call BlueCard Access at 1-800-810-BLUE (2583) for information on the nearest BlueCard PPO doctors and hospitals.
3. You are responsible for calling your local BCBS Plan for preauthorization, when necessary. Refer to the preauthorization phone number on your ID card, as it differs from the BlueCard Access number.
4. When you arrive at the doctor's office or hospital, present your ID card and the doctor or hospital will verify your membership and coverage information.
5. After you receive medical attention, your claim is routed to your Blues Plan for processing. All doctors and hospitals are paid directly, relieving you of any hassle and worry.
6. You will only need to pay for non-covered services, as well as deductible, copayment or coinsurance amounts. Your Blue Cross and Blue Shield Plan will send you a detailed Explanation of Benefits.



## HIGHLIGHTS OF THE BLUECARD PPO PROGRAM

### **FREEDOM TO CHOOSE**

With the BlueCard PPO Program, you have the freedom to choose your provider. However, when utilizing BlueCard PPO Providers, you will receive network benefits for many services.

### **AVAILABLE CARE COAST-TO-COAST**

Whether you're at home or traveling, information you need about the BlueCard PPO Program is only a phone call away. You may obtain information regarding BCBS PPO network providers and hospitals by calling the Customer Service telephone number on the back of your ID card or the BlueCard access telephone number at 1-800-810-BLUE (2583) when medical services are warranted outside of your local plan service area.

### **Easy Access to BlueCard PPO Providers**

By linking individual BCBS PPO networks, the BlueCard PPO Program provides you with access to the largest health care network in America.

As a participant utilizing BCBS PPO network providers (even while traveling outside your local plan service area), you will receive the in-network benefits available through your health plan. Although network providers (outside of Texas) may preauthorize those services that require preauthorization, it is ultimately your responsibility to obtain preauthorization by calling the appropriate number on the back of your ID card. BlueCard PPO providers have agreed to accept BCBS's allowable amount and not balance bill you, the member.



## PREAUTHORIZATION

### ABOUT PREAUTHORIZATION

Your *PPO Select Choice* plan requires preauthorization for all inpatient hospital admissions, extended hospital stays, extended care expenses, home infusion therapy, and organ and tissue transplants. Preauthorization helps ensure that your hospital stay is medically necessary and protects you from unnecessary procedures.

### POINTS TO REMEMBER

**You are responsible for preauthorization.**

**Failure to preauthorize your care before it is administered results in:**

- a \$250 penalty-for in hospital stays,
- 50% penalty (up to \$500) for extended care and home infusion therapy services, and
- your claim may be denied if it is determined to be not medically necessary.

### HOW TO PREAUTHORIZE

To preauthorize, you, your physician, the hospital, or a family member must call the toll-free number listed on the back of your ID card. A Benefit Management Nurse will work with your physician's office to complete the preauthorization process. It can usually be taken care of with just one phone call.

### IN AN EMERGENCY

When a medical emergency occurs, there is seldom time to preauthorize a hospital admission. Have someone call to authorize your stay within two days after you are admitted. Preauthorization calls made after business hours or on weekends are recorded and returned the next business day.

### CALL

To preauthorize, call toll-free:

1-800-441-9188

(972) 783-4475 in Dallas

8 a.m. to 8 p.m.

Monday through Friday



## EMERGENCY CARE SERVICES

### EMERGENCY CARE

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

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

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

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

Covered Services	Network Benefits	Out-of-Network Benefits
<b>Emergency Care</b> <ul style="list-style-type: none"> <li>• Accident &amp; Medical Emergency within 48 hours <ul style="list-style-type: none"> <li>– Facility Charges</li> <li>– Physician Charges</li> </ul> </li> </ul>	80% of Allowable Amount after Calendar Year Deductible 80% of Allowable Amount after Calendar Year Deductible	
<ul style="list-style-type: none"> <li>• Non-Emergency Situations <ul style="list-style-type: none"> <li>– Facility Charges</li> <li>– Physician Charges</li> </ul> </li> </ul>	80% of Allowable Amount after Calendar Year Deductible 80% of Allowable Amount after Calendar Year Deductible	75% of Allowable Amount after Calendar Year Deductible 75% of Allowable Amount after Calendar Year Deductible



## MAKING A CHANGE

The following administrative changes should be reported by providing the new information on a **Miscellaneous Change Form**.

CHANGE	PROCEDURES/NOTES
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CHANGING NAME/ADDRESS	
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**Name Change**

- Must give reason for the change
- New bank draft authorization form and blank check marked "VOID" required if using bank draft method to pay premiums

**Address Change**

A change in address may result in:

- A change in premium
- Termination of coverage if the permanent residence is outside the state of Texas

Any change in premium will occur on the first of the month following the receipt of a change in address. If that date is before the next premium due date, BCBSTX will bill or credit premium from the date of change to the next premium due date on the following bill.

ADDING OR DELETING DEPENDENTS	
-------------------------------------	--

**Add**

- Evidence of Insurability required (may not apply to newborns; see section on next page)
- If approved, coverage effective on the first of the month following the date of underwriting approval

**Delete**

- Deletion effective on the first of the month following receipt of the Miscellaneous Change Form 8706.727.

**CHANGE****PROCEDURES/NOTES****ADDING NEWBORNS**

- Automatic coverage for first 31 days of the child's life
- No Evidence of Insurability required if coverage is applied for within 31 days of the child's date of birth
- Dependent premium is charged from the date of birth
- Adopted newborns are eligible for coverage after a Miscellaneous Change Form is completed and approved for coverage by Medical Underwriting. The effective date is the first of the month following underwriting approval.

**ADDING  
COURT MANDATED  
DEPENDENTS**

To add coverage for a court mandated dependent child, submit:

- Miscellaneous Change Form
- Copy of legal document dated 1-1-96 or later mandating coverage
- A Dependent Addition Form for Court Mandated Health Coverage (available from Select Products Health Administration)

**Notes**

- Although eligible court mandated dependents are guaranteed coverage, they are evaluated by Medical Underwriting and coverage may be issued with condition riders. Coverage is guaranteed only if all the required documentation (above) is received within 31 days following the date of the court order.
- If all documentation is received within 31 days, coverage will be effective on the date of the court order.
- If all documentation is not received within 31 days, the dependent is subject to Medical Underwriting approval. If approved, the coverage will be effective on the first of the month following underwriting approval.



CHANGE	PROCEDURES/NOTES
<b>CHANGING DEDUCTIBLE</b>	<ul style="list-style-type: none"> <li>• Increases allowed without Evidence of Insurability</li> <li>• Decreases require medical underwriting and approval by BCBSTX</li> <li>• All deductible changes become effective on the first of the month following underwriting approval</li> <li>• New deductible applies to all claims incurred on or after the effective date of the change</li> </ul>
<b>CANCELING COVERAGE</b>	<ul style="list-style-type: none"> <li>• Written notification required</li> <li>• Coverage, including all dependent coverage, terminates on the last day of the month in which the written request is received by BCBSTX.</li> </ul>
<b>CHANGING BENEFICIARY</b>	<ul style="list-style-type: none"> <li>• Miscellaneous Change Form must be completed, signed and dated for beneficiary change to be effective</li> <li>• GLH* will provide written notification of acceptance to participant</li> </ul>
<b>ADDING/INCREASING LIFE INSURANCE</b>	<ul style="list-style-type: none"> <li>• Requires Evidence of Insurability</li> <li>• Coverage effective on first of the month following underwriting approval</li> </ul>

**For proper identification and prompt handling of a requested change:**

COMPLETE NAME...	AND PROVIDE...
As it appears on your BCBSTX health ID card	Certificate number (or Social Security Number)
As it appears on the policy data page of your GLH life insurance policy	Policy number

\* Group Life and Health Insurance Company, a subsidiary of Health Care Service Corporation, an Independent Licensee of the Blue Cross and Blue Shield Association

## TYPICAL QUESTIONS AND ANSWERS

### ***What if my regular doctor isn't in the BlueChoice Network?***

You can still see your non-network provider, but you will receive out-of network benefits for covered services.

### ***What if I need to be admitted to a hospital?***

All hospital admissions must be preauthorized. If you are going in network, a network provider should preauthorize your care. You are responsible for preauthorizing any care received out-of-network. Call the toll-free number on the back of this booklet to preauthorize your care.

### ***What if my BlueChoice provider does not preauthorize my care?***

BlueChoice providers are expected to handle preauthorization for participants. However, you are ultimately responsible for ensuring preauthorization is done and may be charged a penalty if preauthorization is not done.

### ***What will happen if I don't preauthorize my care?***

You will be responsible for a \$250 penalty for inpatient hospital care or a 50% penalty up to \$500 for extended care and home infusion therapy services. Also, if your care is determined to be not medically necessary, your benefits may be reduced or denied. Benefits may also be reduced or denied if any extended hospital stay or transfer from facility to facility is not preauthorized.

### ***What happens if I need emergency care?***

Get care immediately. Your coverage includes benefits for emergency care. Be sure to have someone call the preauthorization number within two days of any hospital admission.

### ***What do I do when I'm on vacation and need medical care?***

Your plan covers you whether you are at home or away. If it is an emergency, seek care immediately. In non-emergencies, call Customer Service to identify a BlueChoice provider almost anywhere in Texas to receive network level benefits. Outside of Texas, please refer to AVAILABLE CARE COAST TO COAST on page 13.



***What coverage is available for my dependent child living away from home?***

Your child will receive network benefits if he or she goes to a BlueChoice provider. If your child goes to an out-of-network provider, he or she will receive out-of-network benefits. To get a directory of BlueChoice providers where your child lives, contact Customer Service or visit our Web site at [www.bcbstx.com](http://www.bcbstx.com).

If there are no BlueChoice providers convenient for your child, your child may apply for his or her own Select policy, which offers convenience and freedom to choose any licensed physician for health care.

***What happens if I go to a ParPlan provider instead of a BlueChoice provider?***

You will receive out-of-network benefits, including paying twice the network deductible. ParPlan providers offer cost advantages by agreeing to accept the BCBSTX determined Allowable Amount for covered services and may file your claims, but usually are not eligible for network benefits.

***How do I locate a network provider?***

Call Customer Service or use Provider Finder<sup>SM</sup>, our Internet-based provider directory. Provider Finder gives you access to computerized maps and driving directions to physicians, specialists and hospitals within the BlueChoice network across the state. To access Provider Finder, visit our Web site at [www.bcbstx.com](http://www.bcbstx.com).

***Do I need a referral to see a specialist?***

No. You can see any licensed provider you choose. However, it is to your advantage to use a BlueChoice provider to receive your program's highest level of benefits.

***What if my doctor refers me to a specialist or lab that is not in the BlueChoice Network?***

You will receive benefits at the out-of-network level. In order to receive the highest level of benefits, you must see a BlueChoice provider. Your directory lists all BlueChoice doctors, specialists, hospitals, labs, and other facilities in the network. You should ask your doctor to refer you to a BlueChoice provider.

***What if my doctor is listed in the BlueChoice directory but the office I want to go to is not listed?***

You should verify that the provider you select is a BlueChoice provider at the location where you want to receive care. If the location has not contracted to be in the BlueChoice network, you will receive benefits at the out of-network level.

***What if I have an appointment to see my BlueChoice doctor but his/her assistant sees me instead?***

If the assistant is a BlueChoice physician, you will receive network level of benefits. However, if the assistant has not contracted with BCBSTX to be in the BlueChoice network, you will receive out-of-network benefit levels. Ask your doctor who else in the office is a BlueChoice provider.

***What if my BlueChoice doctor wants me to have an operation in a hospital that is not listed in my directory?***

You should have your doctor refer you to a BlueChoice facility, otherwise, your hospital and surgical expenses will be paid at the out-of-network level. Your directory lists all doctors, specialists, hospitals, labs, and other facilities that are in the BlueChoice network.

***How do I know if the assistant and anesthesiologist are BlueChoice providers?***

In order to receive the highest level of benefits, you must use BlueChoice providers. Have your doctor use only providers in the BlueChoice network. Your directory lists all doctors, specialists, hospitals, labs, and other facilities that are in the BlueChoice network. Call Customer Service or visit our Web site to receive the latest BlueChoice network information.

***What if there is no specialist near where I live?***

BCBSTX has made every effort to ensure there is adequate access to all types of providers for our members. If you need assistance in locating a provider in your area, call our Customer Service department or visit our Web site to access our Provider Finder service.

***What if my regular doctor leaves the network?***

If your provider reasonably believes that discontinuing the care that he or she is providing to you may cause harm to you, BCBSTX may still provide coverage for up to 90 days at the network benefit level. Some examples of situations needing a continuation are a person with a disability, an acute condition, or a life-threatening illness.



## NUMBERS TO REMEMBER

For questions, call:

Service	Numbers to Remember
Benefits/Enrollment Information	Toll-free: 1-800-531-4456 OR Your Local Insurance Agent  Hours: 9 a.m. to 5 p.m., Monday-Thursday; 9 a.m. to 4:30 p.m., Friday
Customer Service How to Find a BlueChoice® Network Provider or Status of a Claim	Toll-free: 1-800-521-2227  Hours: 8 a.m. to 8 p.m., Monday-Friday
Fort Dearborn Life	Toll-free: 1-800-778-2281
Visit our Web site	<a href="http://www.bcbstx.com">www.bcbstx.com</a>
Preauthorizing a hospital admission, extended care expense, home infusion therapy, or organ and tissue transplants	Toll-free 1-800-441-9188  Hours: 8 a.m. to 8 p.m., Monday-Friday
Billing inquiries/changes to contract/policy	Toll-free 1-800-874-9601 Hours: 8 a.m. to 4:30 p.m., Monday-Friday
Order ID Cards	Toll-free 1-800-874-9601 on our Web site: <a href="http://www.bcbstx.com">www.bcbstx.com</a>

Information and brochures for all of our individual products can be obtained through one of our qualified independent brokers, BCBSTX Direct Markets, or directly from our Web site.



## ***Your Privacy with Blue Cross and Blue Shield of Texas***

**This notice requires no actions on your part. It is designed to help you understand how we protect your personal information.**

Your private records and those of your covered family members are safe with Blue Cross and Blue Shield of Texas. The company has a longstanding policy that maintains the confidentiality of the personal data necessary to administer insurance and to provide service. As you know, many companies sell the names of customers to others. We at Blue Cross and Blue Shield of Texas and our affiliates do not sell or rent your name or your records to any other organization or business concern.

### ***Confidentiality and Security***

Blue Cross and Blue Shield has set out strict policies and procedures to protect the confidentiality of personal information. We also maintain physical, electronic, and procedural safeguards to protect personal data from unauthorized access and unanticipated threats or hazards.

### ***Information That May Be Collected***

Information is provided by you on application, claim and other forms. We also have personal information from your transactions with us, such as information about your policies, premiums and claims. This information may come by telephone, in writing or through a computer. In addition we may receive information from your health care providers through the course of managing insurance transactions or from our affiliates or others, e.g., insurance administrators, consultants, etc., which may be doing work for Blue Cross and Blue Shield.

### ***Independent Insurance Agents***

The independent insurance agents authorized to sell Blue Cross and Blue Shield products and the products of our affiliates are not employees and are not subject to our Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you and/or your family members that we do not have. Your agent may have access to information needed to provide service to you. Since this agent is subject to the same privacy laws that govern us, this agent may have privacy obligations to you which are independent of ours.



**BlueCross BlueShield  
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 We May  
Disclose***

Blue Cross and Blue Shield regards all personal information as confidential. We will not disclose your personal information unless we are allowed or required by law to make the disclosure, or if you tell us we can. These disclosures are generally made to our affiliates, administrators, consultants, and regulatory or governmental authorities. We may also disclose information as necessary to administer your health plan, pay claims and, as necessary, effect transactions in the ordinary course of our business. Our affiliates are subject to the same policies regarding privacy of our information as we are.

Blue Cross and Blue Shield sometimes works with outside firms to help with services and marketing. As permitted by law, these firms may use certain identifying and **non-medical** information. It is our policy to require outside firms to make a written pledge to maintain the confidentiality of the personal information and abide by all applicable privacy laws. These firms are prohibited from using or disclosing personal information for any purpose other than the work they are performing or as required by law.

Even if your relationship with us ends, the company is pledged to maintain its privacy policy and practices so that your privacy will be protected.

If you have any questions about our privacy policy, please write to:

PRIVACY QUESTIONS  
P.O. Box 786  
Chicago, IL 60690-0786

*This notice is provided on behalf of:*

Health Care Service Corporation, a Mutual Legal Reserve Company  
d/b/a Blue Cross and Blue Shield of Texas  
and its affiliated companies:

Fort Dearborn Life Insurance Company  
Medical Life Insurance Company  
Colorado Bankers Life Insurance Company  
Dental Network of America, Inc.  
Southwest Texas HMO, Inc.  
Group Medical and Surgical Service

**Blue Cross and Blue Shield of Texas,  
a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company**

**HIPAA NOTICE OF PRIVACY PRACTICES**

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

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**PLEASE REVIEW IT CAREFULLY.**

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**Our Responsibilities**

We are required by applicable federal and state law to maintain the privacy of your protected health information. "Protected health information" (PHI) is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect April 14, 2003, and will remain in effect until we replace it.

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

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

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**Uses and Disclosures of Protected Health Information**

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

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

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

services for medical necessity, and performing utilization review of claims.

**Health Care Operations:** We may use and disclose your PHI in connection with our health care operations. Health care operations include the business functions conducted by a health insurer. These activities may include providing customer services, responding to complaints and appeals from members, providing case management and care coordination under the benefit plans, conducting medical review of claims and other quality assessment and improvement activities, establishing premium rates and underwriting rules. In certain instances, we may also provide PHI to the plan sponsor of a group health plan. We may also in our health care operations disclose PHI to business

associates<sup>1</sup> with whom we have written agreements containing terms to protect the privacy of your PHI.

We may disclose your PHI to another entity that is subject to the federal Privacy Rules and that has a relationship with you for its health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, case management and care coordination, or detecting or preventing health care fraud and abuse.

**On Your Authorization:** You may give us written authorization to use your PHI or to disclose it to another person and for the purpose you designate. If you give us an authorization, you may withdraw it in writing at any time. Your withdrawal will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your PHI for any reason except those described in this notice.

We will make disclosures of any psychotherapy notes we may have only if you provide us with a specific written authorization or when disclosure is required by law.

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

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

**Health Related Services.** We may use your PHI to contact you with information about health-related benefits and services or about treatment alternatives that may be of interest to you. We may disclose your PHI to a business associate to assist us in these activities.

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<sup>1</sup> A "business associate" is a person or entity who performs or assists BCBSTX with an activity involving the use or disclosure of medical information that is protected under the Privacy Rules.

We may use or disclose your PHI to encourage you to purchase or use a product or service by face-to-face communication or to provide you with promotional gifts.

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

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

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

- to coroners, medical examiners, and funeral directors;
- to an organ procurement organization; and
- in connection with certain research activities.

**Use and Disclosure of Certain Types of Medical Information.** For certain types of PHI we may be required to protect your privacy in ways more strict than we have discussed in this notice. We must abide by the following rules for our use or disclosure of certain types of your PHI:

- *Communicable Disease Test Results.* We may not disclose the result of any communicable disease test, unless the disclosure is required by law or the disclosure is to you, your personal representative, a physician or other person who ordered the test, or a health care worker who has a legitimate need to know the results of the test for safety purposes, or pursuant to an authorization signed by you.

- **HIV Test Results.** We may not disclose the result of any HIV test unless required by law or the disclosure is to you, your personal representative, a physician or other person who ordered the test, or a health care worker who has a legitimate need to know the results of the test for safety purposes; or pursuant to an authorization signed by you providing us permission to disclose to an insurance medical information exchange, a reinsurer, or to our attorneys.
- **Genetic Information.** We may not disclose genetic information unless the disclosure is authorized under state or federal criminal law and the disclosure relates to identifying an individual in the course of a criminal or judicial proceeding; is required under specific order of a state or federal court; is authorized under state or federal law to establish paternity; is made to a blood relative of a decedent for purposes of medical diagnosis; or is made to identify a decedent.
- **Status as Victim of Family Violence.** We may not disclose your status as a victim of family violence unless the disclosure is to you; to a physician or health care provider for the provision of health care services; to a licensed physician designated by you; as required by law or pursuant to an order of the Texas Insurance Commissioner or a court order; to our attorneys; or when necessary for our payment and health care operations if to a reinsurer, a party to a sale of all or part of our business or to medical and claims personnel we contract with, providing we cannot without undue hardship first segregate the medical information in a way that does not disclose your status as a victim of family violence.
- **Mental Health Information.** We may not disclose your mental health information except for the same purposes for which we received the information or as may be required by law.
- **Confidential Communications from a Physician.** We may not disclose confidential information about you that we receive from a physician for any purpose other than for which we received the information or as may be required by law.
- **Medical Information Maintained by Our HMO.** Your medical information that is maintained by our HMO may only be disclosed for the HMO's payment and health care operations purposes or as allowed by Texas law pertaining to HMOs.
- **Medical Information We Receive While Performing Utilization Review.** If we collect or receive your medical information while performing utilization review activities, we may not disclose that information unless the disclosure is required by law or to an individual or entity that we have contracted with to aid us in performing utilization review.

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## Individual Rights

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

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

**Disclosure Accounting:** You have the right to receive a list of instances since April 14, 2003 in which we or our business associates disclosed your PHI for purposes, other than treatment, payment, health care operations, or as authorized by you, and for certain other activities. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fee structure at your request.

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

additional restrictions must be in writing signed by a person authorized to make such an agreement on our behalf. We will not be bound unless our agreement is in writing.

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

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

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

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## Questions and Complaints

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

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this notice. You also may submit a written complaint to

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

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

**Contact :** Corporate Privacy Officer

Privacy Office

**Telephone:** 1-800-607-7418

**Address:** P.O. Box 804836; Chicago, IL 60680-4110

Health Care Service Corporation, a Mutual Legal Reserve Company, does business through its corporate divisions, Blue Cross and Blue Shield of Illinois, Blue Cross and Blue Shield of Texas and Blue Cross and Blue Shield of New Mexico. Health Care Service Corporation is an independent organization governed by its own Board of Directors and is solely responsible for its own debts and other obligations.

The Blue Cross and Blue Shield Association licenses Health Care Service Corporation to offer certain products and services under the Blue Cross and Blue Shield brand names.

Neither the Association nor any other organization using the Blue Cross or Blue Shield brand names acts as a guarantor of Health Care Service Corporation's obligations.

A copy of Health Care Service Corporation's most recent audited financial statement is available upon written request to Public Affairs/Consolidated Balance Sheet, Health Care Service Corporation, 300 East Randolph Street, 19th Floor, Chicago, Illinois 60601.

### **Health Care Service Corporation and Subsidiaries**

Condensed consolidated balance sheet, December 31, 2002  
(In Thousands of Dollars)

<b>ASSETS</b>	
Cash & Investments	\$3,499,379
Premiums & Other Receivables	1,107,564
Property & Equipment	259,665
Other Assets	562,745
Total Admitted Assets	<u>\$5,429,353</u>

<b>LIABILITIES &amp; NET WORTH</b>	
Claim Reserves	\$1,134,866
Aggregate Reserves	990,611
Accounts Payable & Other Liabilities	1,431,332
Long-Term Debt	399,766
Total Liabilities	<u>\$3,956,575</u>
Minority Interest	12,000
Statutory Net Worth	<u>\$1,460,778</u>
Total Liabilities & Net Worth	<u>\$5,429,353</u>

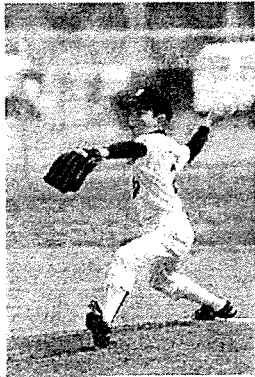
This statement is for information only. No action is required.





# *PPO Select<sup>®</sup> Choice Contract*

*preferred provider  
organization*



**BlueCross BlueShield  
of Texas**

*www.bcbstx.com*



**Notice:** This Contract is subject to: (1) maximum lifetime benefits; (2) premium increases as specified in Article VIII; (3) termination of coverage in accordance with Article VI, and (4) preauthorization requirements.

### **NOTICE OF TEN-DAY RIGHT TO EXAMINE CONTRACT**

Within ten days after its delivery to You, this Contract may be surrendered by delivering or mailing it to Us at Our Administrative Office, branch office, or agent through whom it was purchased. Upon such surrender, any premiums paid will be returned.

### **Blue Cross and Blue Shield of Texas\***

Herein called (We, Us, Our)  
Administrative Office: Richardson, Dallas County, Texas

Has issued this individual

### **PREFERRED PROVIDER CONTRACT**

providing

**Comprehensive Major Medical Expense Coverage**

to

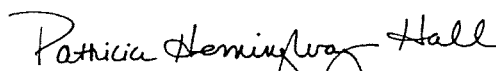
The Subscriber named on the Identification Card provided for this Contract.

This Contract is effective from 12:01 a.m. on the Effective Date shown on the Identification Card.

**In Consideration** of the payment of premiums in accordance with the provisions hereof, We agree to provide benefits to the Subscriber under the terms of this Contract as recited on this and the following pages from the Effective Date of this Contract and for consecutive premium payment periods thereafter, unless this Contract is terminated as provided in Article VI.

This Contract is issued in the State of Texas and is governed in accordance with the laws of this State.

Please review this Contract carefully. It details the necessary requirements and procedures that are important for You to know to receive maximum benefits under this Contract.



President of Blue Cross and Blue Shield of Texas

**THIS IS NOT A CONTRACT OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS CONTRACT, 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.**



## IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call Blue Cross and Blue Shield of Texas toll-free telephone number for information or to make a complaint at:

**1-800-521-2227**

- You may also write to Blue Cross and Blue Shield of Texas at:

**P. O. Box 655488  
Dallas, Texas 75265-5488**

- You may contact the Texas Department of Insurance's toll-free telephone number to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

- You may write the Texas Department of Insurance at:

**P. O. Box 149104  
Austin, Texas 78714-9104  
FAX # (512) 475-1771**

- **PREMIUM OR CLAIM DISPUTES:** Should You have a dispute concerning Your premium or about a claim, You should contact the company first. If the dispute is not resolved, You may contact the Texas Department of Insurance.
- **ATTACH THIS NOTICE TO YOUR CONTRACT/CERTIFICATE:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

- Usted puede llamar al numero de telefono gratis de Blue Cross and Blue Shield of Texas para informacion o para someter una queja al:

**1-800-521-2227**

- Usted tambien puede escribir a Blue Cross and Blue Shield of Texas al:

**P. O. Box 655488  
Dallas, Texas 75265-5488**

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

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas

**P. O. Box 149104  
Austin, Texas 78714-9104  
FAX # (512) 475-1771**

- **DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
- **UNA ESTE AVISO A SU CONTRATO/ CERTIFICADO:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



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## Article I — Definitions

### *As used in this Contract:*

1. **Accidental Injury** means an accidental bodily injury resulting, directly and independently of all other causes, in initial necessary care provided by a Physician or Professional Other Provider within 30 days after the occurrence.
2. **Acquired Brain Injury** means a neurological insult to the brain, which is not hereditary, congenital, or degenerative. The injury 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.
3. **Allowable Amount** means the maximum amount determined by Us to be eligible for consideration of payment for a particular service, supply or procedure.
  - a. ***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.
  - b. ***For Hospitals and Facility Other Providers not contracting with Us in Texas or any other Blue Cross and Blue Shield Plan outside of Texas*** – The Allowable Amount will be the amount BCBSTX would have considered for payment for the same procedure, service, or supply at an equivalent contracting Hospital or Facility Other Provider, using Texas regional or state fee schedules or rate and payment methodologies. For Hospitals or Facility Other Providers where fee schedules or rate payments are not appropriate, the Allowable Amount will be the lesser of billed charge or a per diem established by BCBSTX.
  - c. ***For procedures, services or supplies provided in Texas by Physicians and Professional Other Providers not contracting with Us*** – The Allowable Amount shall be the lesser of the billed charge or the amount We would have

considered for payment for the same covered procedure, service or supply if performed or provided by a Physician or Professional Other Provider with similar experience and/or skill.

If We do not have sufficient data to calculate the Allowable Amount for a particular procedure, service or supply, We will determine an Allowable Amount based on the complexity of the procedure, service or supply and any unusual circumstances or medical complications specifically brought to Our attention, which require additional experience, skill and/or time.

- d. ***For procedures, services or supplies performed outside of Texas by Physicians or Professional Other Providers not contracting with Us, or any other Blue Cross and Blue Shield Plan*** – We will establish an Allowable Amount using, at Our option-Texas regional; or state allowable applicable to procedures, services or supplies of Physicians or Professional Other Providers with similar skills and experience.
  - e. ***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* one-half of the Allowable Amount *for each* of the other procedures performed.
  - f. ***For drugs administered by a Home Infusion Therapy Provider*** – The Allowable Amount will be the lesser of (1) the actual charge, or (2) the Average Wholesale Price (AWP) plus a predetermined percentage mark-up or mark down from the AWP wholesale price established by BCBSTX and updated on a periodic basis.
4. **Average Wholesale Price** means any one of the recognized published averages of the prices charged by wholesalers in the United States for the drug products they sell to a Pharmacy.
  5. **Calendar Year** means the period commencing on a January 1 and ending on the next succeeding December 31.
  6. **Chemical Dependency** means the abuse of or psychological or physical dependence on or addiction to alcohol or a controlled substance.

7. **Clinical Ecology** means the inpatient or outpatient diagnosis or treatment of allergic symptoms by:
  - a. Cytotoxicity testing (testing the result of food or inhalant by whether or not it reduces or kills white blood cells); or
  - b. Urine auto injection (injecting one's own urine into the tissue of the body); or
  - c. Skin irritation by Rinkel method; or
  - d. Subcutaneous provocative and neutralization testing (injecting the patient with allergen); or
  - e. Sublingual provocative testing (droplets of allergenic extracts are placed in mouth).
8. **Coinsurance Amount** means the cumulative dollar amount of Eligible Expenses incurred by a Participant during a Calendar Year to be applied toward the Coinsurance Amount Stop-Loss benefits as described in the "Coinsurance Stop-Loss" section in Article IV of this Contract.
9. **Complications of Pregnancy** means:
  - a. Conditions (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 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, preeclampsia, eclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.
  - b. Termination of pregnancy by nonelective 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.
10. **Compound Drugs** means those drugs which meet the following requirements:
  - a. The drugs in the compounded product have to be Food and Drug Administration (FDA) approved; and
  - b. The approved product must have an assigned National Drug Code (NDC).
11. **Contract Month** means each succeeding monthly period beginning on the Effective Date.
12. **Copayment Amount** means the amount required for most office visits and consultation charges only. If the services provided require a return visit on a different day, a new Copayment Amount will be required for any office visits and/or consultation charge. Eligible Expenses for other covered charges provided at the time of the office visit or consultation (e.g. lab or X-ray) will be subject to the Deductible and Coinsurance Amount. In the case of Copayment Amount in reference to the Prescription Drug Program, the fixed dollar amount paid by the Participant for each Prescription Order dispensed or refilled at a Participating Pharmacy.
13. **Cosmetic, Reconstructive or Plastic Surgery** means surgery that:
  - a. Can be expected or is intended to improve the physical appearance of a Participant; or
  - b. Is performed for psychological purposes; or
  - c. Restores form but does not correct or materially restore a bodily function.
14. **Covered Drugs** means any Legend Drug or injectable drug, including insulin, disposable syringes and needles needed for self-administration:
  - a. Which is Medically Necessary and is ordered by a Provider naming a Participant as the recipient;
  - b. For which a written or verbal Prescription Order is prepared by a Provider;
  - c. For which a separate charge is customarily made;
  - d. Which is not entirely consumed at the time and place that the Prescription Order is written;
  - e. For which the Food and Drug Administration (FDA) has given approval for at least one indication; and

- f. Which is dispensed by a Pharmacy and is received by the Participant while covered under this Contract, **except when** received from a Provider's office, or during confinement while a patient in a Hospital or other acute care institution or facility.

15. **Creditable Coverage** means coverage under any one of the following:

- a. A self-funded or self-insured employee welfare benefit plan that provides health benefits and is established in accordance with the Employee Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 et seq.); or
- b. Any group or individual health benefit plan provided by a health insurance carrier or health maintenance organization; or
- c. Part A or Part B of Title XVIII of the Social Security Act (Medicare); or
- d. Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928; or
- e. Chapter 55 of Title 10, United States Code; or
- f. A medical care program of the Indian Health Service or of a tribal organization; or
- g. A state health benefits risk pool; or
- h. A plan offered under Chapter 89 of Title 5, United States Code; or
- i. A public health plan as defined by federal regulations; or
- j. A health benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C., Section 2504(e)); or
- k. Short-term limited duration coverage.

**Creditable Coverage does not include:**

- (1) Accident only, disability income insurance, or a combination thereof;
- (2) Coverage issued as a supplement to liability insurance;
- (3) Liability insurance, including general liability insurance and automobile liability insurance;

- (4) Workers' Compensation or similar insurance;
- (5) Credit-only insurance;
- (6) Coverage for onsite medical clinics;
- (7) Coverage for limited-scope dental or vision benefits;
- (8) Long-term care, nursing home care, home health care, or community-based care coverage or benefits, or any combination thereof;
- (9) Coverage for a specified disease or illness;
- (10) Hospital indemnity or other fixed indemnity insurance; or
- (11) Medicare supplemental health insurance, supplemental to the group coverage provided under Chapter 55, Title 10, United States Code (10 U.S.C. Section 1071 et seq.), and similar supplemental coverage provided under a group plan;
- (12) Other similar coverage specified in Federal regulations, under which benefits for medical care are secondary or incidental to other insurance benefits; and
- (13) Automobile payment insurance.

16. **Custodial Care** means care comprised of services and supplies, including room and board and other institutional services, provided to a Participant primarily to assist in activities of daily living and to maintain life and/or comfort with no reasonable expectation of cure or improvement of sickness or injury. **Custodial Care** is care which is not a necessary part of medical treatment for recovery, and shall include, but not be limited to, helping a Participant walk, bathe, dress, eat, prepare special diets, and take medication.

17. **Deductible** means the dollar amount of Eligible Expenses that must be incurred by a Participant before benefits under this Contract will be available.

18. **Dependent** means:

- a. A Subscriber's spouse; or
- b. Any unmarried child who is under 25 years of age.

**Child** means:

- a. The natural child of the Subscriber; or
  - b. A legally adopted child of the Subscriber (including a child for whom the Subscriber is a party in a suit in which the adoption of the child is being sought); or
  - c. A stepchild; or
  - d. A child for whom the Subscriber has received a court order or an order requiring that Participant have financial responsibility for providing health insurance; or
  - e. A grandchild of the Subscriber who is dependent upon the Subscriber for Federal income tax purposes at the time application for coverage is made.
19. **Dietary and Nutritional Services** means the education, counseling, or training of a Participant (including printed material) regarding:
- a. Diet;
  - b. Regulation or management of diet; or
  - c. The assessment or management of nutrition.
20. **Durable Medical Equipment Provider** means a Provider that provides therapeutic supplies and rehabilitative equipment.
21. **Eligible Expenses** means either *Inpatient Hospital Expense*, *Medical-Surgical Expense*, or *Extended Care Expense*, all as specified in Article IV, Section 1, of this Contract.
22. **Emergency Care** means health care services provided in a Hospital emergency facility or comparable facility to evaluate and stabilize medical conditions of a recent onset and severity, including but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that the person's condition, sickness, or injury is of such a nature that failure to get immediate medical care could result in:
- a. Placing the patient's health in serious jeopardy;
  - b. Serious impairment to bodily functions,
  - c. Serious dysfunction of any bodily organ or part,
  - d. Serious disfigurement, or
  - e. In the case of a pregnant woman, serious jeopardy to the health of the fetus.
23. **Environmental Sensitivity** means the inpatient or outpatient treatment of allergic symptoms by:
- a. Controlled environment; or
  - b. Sanitizing the surroundings, removal of toxic materials; or
  - c. Use of special nonorganic, non-repetitive diet techniques.
24. **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 or supply has been approved for the condition being treated and, in the case of a drug, in the dosage used on the patient.

As used herein, **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:

- a. Have been demonstrated in peer reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;
- b. Are appropriate for the Hospital or Facility Other Provider in which they were performed; and
- c. The Physician or Professional Other Provider has had the appropriate training and experience to provide the treatment or procedure.

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

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

25. **Extended Care Expense** means the services and supplies provided by a Skilled Nursing Facility, a Home Health Agency, or a Hospice as described in this Contract.

26. **Generic Drug** means a drug, which is pharmaceutically and therapeutically equivalent to the brand name drug prescribed.

27. **Generic Drug Copayment Amount** means the Copayment Amount applicable when a Generic Drug is dispensed. This Copayment Amount is less than the Preferred Drug Copayment Amount and Non-Preferred Drug Copayment Amount.

28. **Health Status Related Factor** means:

- a. Health status;
- b. Medical condition, including both physical and mental illness;
- c. Claims experience;
- d. Receipt of health care;
- e. Medical history;
- f. Genetic information;
- g. Evidence of insurability, including conditions arising out of acts of family violence; and
- h. Disability.

29. **Home Health Agency** means a business that provides Home Health Care and is licensed by the Department of Health. A Home Health Agency located in another state must be licensed, approved, or certified by the appropriate agency of the state in which it is located and be certified by Medicare as a supplier of Home Health Care.

30. **Home Health Care** means the health care services for which benefits are provided under this Contract when such services are provided during a visit by a Home Health Agency to patients confined at home

due to a sickness or injury requiring skilled health care services on an intermittent, part-time basis.

31. **Home Infusion Therapy** means the administration of fluids, nutrition or medication (including all additives and chemotherapy) by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting. Home Infusion Therapy shall include:

- a. Drugs and IV solutions;
- b. Pharmacy compounding and dispensing services;
- c. All equipment and ancillary supplies necessitated by the defined therapy;
- d. Delivery services;
- e. Patient and family education;
- f. Nursing services.

Over-the-counter products which do not require a Physician's or Professional Other Provider's prescription, including but not limited to standard nutritional formulations used for enteral nutrition therapy, are not included within this definition.

32. **Home Infusion Therapy Provider** means an entity that is duly licensed by the appropriate state agency to provide Home Infusion Therapy.

33. **Hospice** means a facility or agency primarily engaged in providing skilled nursing services and other therapeutic services for terminally ill patients and which:

- a. Is licensed in accordance with state law (where the state law provides for such licensing); and
- b. Is certified by Medicare as a supplier of Hospice Care.

34. **Hospice Care** means services for which benefits are provided under this Contract when provided by a Hospice to patients confined at home or in a Hospice facility due to a terminal sickness or terminal injury requiring skilled health care services.

35. **Hospital** means a short-term acute care facility which:

- a. Is duly licensed as a Hospital by the state in which it is located and meets the standards established

for such licensing, or is certified as a Hospital provider under Medicare;

respect to diagnostic imaging services and is licensed through the Texas State Radiation Control Agency.

- b. Is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of Physicians for compensation from its patients;
  - c. Has organized departments of medicine, diagnostic, major surgery (either on its premises or in facilities available to the Hospital on a contractual prearranged basis), and maintains clinical records on all patients;
  - d. Provides 24-hour nursing services by or under the supervision of a registered nurse;
  - e. Is not, other than incidentally, a Skilled Nursing Facility, nursing home, custodial care home, health resort, spa or sanitarium, place for rest, place for the aged or a Hospice.
36. **Hospital Admission** means the period between the time of a Participant's entry into a Hospital as a bed patient and the time of discontinuance of bed-patient care or discharge by the admitting Physician or Professional Other Provider, whichever first occurs. The day of entry, but not the day of discharge or departure, shall be considered in determining the length of a Hospital Admission. If a Participant is admitted to and discharged from a Hospital within a 24-hour period but is confined as a bed patient in a bed accommodation during the period of time he is confined in the Hospital, We shall consider the admission a Hospital Admission.

**Bed patient** means confinement in a bed accommodation located in a portion of a Hospital which is designed, staffed and operated to provide acute, short-term Hospital care on a 24-hour basis; the term does not include confinement in a portion of the Hospital designed, staffed and operated to provide long-term institutional care on a residential basis.

37. **Identification Card** means the card issued to the Subscriber indicating pertinent information applicable to his coverage under this Contract, including applicable Copayment Amounts, and Prescription Drug Deductible.

38. **Imaging Center** means a Facility Other Provider that can furnish technical or total services with

39. **Independent Laboratory** means a Medicare certified laboratory that provides technical and professional anatomical and/or clinical laboratory services.

40. **Inpatient Hospital Expense** means charges incurred for the Medically Necessary items of service or supply listed below for the care of a Participant; provided that such items are: (a) furnished at the direction or prescription of a Physician or Professional Other Provider; (b) provided by a Hospital; and (c) furnished to and used by the Participant during a Hospital Admission.

An expense shall be deemed to have been incurred on the date of provision of the service for which the charge is made. *Inpatient Hospital Expense* shall include:

- a. Room and board charges. If the Participant is confined in a private room, the amount of the room charge in excess of the Hospital's average semiprivate room charge will *not* be an Eligible Expense.
- b. All other usual Hospital services which are Medically Necessary and consistent with the condition of the Participant. Personal items are *not* included as Eligible Expenses.

41. **Legend Drugs** means drugs, biologicals, or compound prescriptions which are required by law to have a label stating "Caution—Federal Law Prohibits Dispensing Without a Prescription" and which are approved by the U.S. Food and Drug Administration (FDA) for at least one indication.

42. **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.

43. **Maternity Care** means care and services provided for treatment of the condition of pregnancy, other than Complications of Pregnancy.

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

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

45. **Medical-Surgical Expense** means the Allowable Amount incurred for the Medically Necessary items of service or supply listed below for the care of a Participant, provided such items are: (a) furnished by or at the direction or prescription of a Physician or Professional Other Provider; and (b) not included as an item of *Inpatient Hospital Expense* or *Extended Care Expense* in this Contract.

A service or supply is furnished at the direction of a Physician or Professional Other Provider if the listed service or supply is: (a) provided by a person employed by the directing Physician or Professional Other Provider; (b) provided at the usual place of business of the directing Physician or Professional Other Provider; and (c) billed to the patient by the directing Physician or Professional Other Provider.

An expense shall be deemed to have been incurred on the date of provision of the service for which the charge is made.

*Medical-Surgical Expense* shall include:

- a. Services of Physicians or Professional Other Providers.
- b. Services of a certified registered nurse-anesthetist.
- c. Physical Medicine Services as described in Article IV, Section 1, Subsection m(2), of this Contract.
- d. Diagnostic x-ray and laboratory procedures.
- e. Radiation therapy.
- f. Dietary formulas necessary for the treatment of phenylketonuria (PKU) or other heritable diseases.
- g. Rental of durable medical equipment required for therapeutic use unless We require purchase of

such equipment. is required by Us. The term ***durable medical equipment*** shall not include:

- (1) Equipment primarily designed for alleviation of pain or provision of patient comfort; or
- (2) Home air-fluidized bed therapy.

Examples of *non-covered* equipment include, but are not limited to, air conditioners, air purifiers, humidifiers, physical fitness equipment, and whirlpool bath equipment

- h. Professional local ground ambulance service or air ambulance service as described in Article IV, Section, 1, Subsection m(3), of this Contract.
- i. Anesthetics and administration when performed by someone other than the operating Physician or Professional Other Provider.
- j. Oxygen and its administration provided the oxygen is actually used.
- k. Blood, including cost of blood, blood plasma and blood plasma expanders, which is not replaced by or for the Participant.
- l. Prosthetic Appliances, excluding all replacements of such devices other than those necessitated by growth to maturity of the Participant.
- m. Orthopedic braces (i.e., an orthopedic appliance used to support, align, or hold bodily parts in a correct position) and 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, Physician-prescribed, directed, or applied dressings, bandages, trusses, and splints which are custom designed for the purpose of assisting the function of a joint.
- n. Home Infusion Therapy. Any item of Home Infusion Therapy covered under this subsection will not be eligible for benefits under any other provision of this Contract.
- o. Services or supplies used by a Participant during an outpatient visit to a Hospital or a Therapeutic Center.
- p. Outpatient Contraceptive Services and prescription contraception devices. However, coverage for prescription oral contraceptive medications is provided under the Prescription Drug Program.

q. Telehealth Services and Telemedicine Medical Services.

46. **Medically Necessary or Medical Necessity** means those services or supplies covered hereunder which are:

- a. Essential to, consistent with, and provided for the diagnosis or the direct care and treatment of the condition, sickness, disease, injury, or bodily malfunction; and
- b. Provided in accordance with and are consistent with generally accepted standards of medical practice in the United States; and
- c. Not primarily for the convenience of the Participant, his Physician, his Hospital, or his Other Provider; and
- d. The most economical supplies or levels of services that are appropriate for the safe and effective treatment of the Participant. When applied to hospitalization this further means that the Participant requires acute care as a bed patient due to the nature of the services provided or the Participant's condition, and the Participant cannot receive safe or adequate care as an outpatient.

Our medical staff will determine whether a service or supply is Medically Necessary and will consider the views of the state and national medical communities, the guidelines and practices of Medicare, Medicaid, or other government-financed programs, and peer reviewed literature. Although a Physician or Professional Other Provider may have prescribed treatment, such treatment may not be Medically Necessary within this definition.

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

48. **Network** means a group of Physicians, specialists, Hospitals and other health care facilities who have executed a managed care agreement with Us for the provision of health care to Participants covered under this Contract.

49. **Network Benefits** means the benefits available under this Contract for services and supplies that are provided by a Network Provider.

50. **Network Physician** means a Physician or Professional Other Provider who has executed a managed care agreement with Us for the provision of

health care to Participants covered under this Contract.

51. **Network Provider** means a Hospital, Physician, or Other Provider that has executed a managed care agreement with Us for the provision of care to Participants covered under this Contract.

52. **Non-Participating Pharmacy** means a Pharmacy which has not entered into an agreement to provide prescription drug services to Participants under the Prescription Drug Program.

53. **Non-Preferred Brand Name Drug** means a brand name drug which does not appear on the Preferred Brand Name Drug List but has a therapeutic equivalent that is listed in the Preferred Drug List.

54. **Non-Preferred Brand Name Drug Copayment Amount** means the Copayment Amount applicable when a Non-Preferred Brand Name Drug is dispensed. This Copayment Amount is higher than the Generic Drug Copayment and Preferred Brand Name Drug Copayment Amount.

55. **Oral Surgery** means maxillofacial surgical procedures limited to:

- a. Excision of non-dental related neoplasms, including benign tumors and cysts and all malignant and premalignant lesions and growths;
- b. Incision and drainage of facial abscess;
- c. Surgical procedures involving salivary glands and ducts and non-dental related procedures of the accessory sinuses; and
- d. Reduction of a dislocation of, excision of, and injection of the temporomandibular joint, except as excluded in Article V, of this Contract.

56. **Organic Brain Disease** means the diagnosis or treatment of a mental disease, disorder or condition as defined by the *American Psychiatric Association in the Diagnostic and Statistical Manual III-R* or the *International Classification of Diseases, Ninth Revision (ICD-9)* Diagnostic Codes 290-294 and 310.

57. **Other Provider** means a person or entity, other than a Hospital or Physician, that is licensed where required to furnish to a Participant an item of service



or supply described herein as Eligible Expenses. "Other Provider" shall include:

a. **Facility Other Provider** — an institution or entity, only as listed:

- (1) Durable Medical Equipment Provider
- (2) Home Health Agency
- (3) Home Infusion Therapy Provider
- (4) Hospice
- (5) Imaging Center
- (6) Independent Laboratory
- (7) Prosthetic/Orthotics Provider
- (8) Renal Dialysis Center
- (9) Skilled Nursing Facility
- (10) Therapeutic Center

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

- (1) Advanced Practice Nurse
- (2) Doctor of Chiropractic
- (3) Doctor of Dentistry
- (4) Doctor of Optometry
- (5) Doctor of Podiatry
- (6) Doctor in Psychology
- (7) Licensed Acupuncturist
- (8) Licensed Audiologist
- (9) Licensed Clinical Social Worker
- (10) Licensed Dietitian
- (11) Licensed Hearing Instrument Fitter and Dispenser
- (12) Licensed Physical Therapist
- (13) Licensed Occupational Therapist
- (14) Licensed Speech-Language Pathologist
- (15) Nurse First Assistant
- (16) Physician Assistant
- (17) Surgical Assistant

Such terms as used herein, unless otherwise defined in this Contract, shall have the meaning assigned to them by the *Texas Insurance Code*. In states where there is a licensure requirement, such Other Providers must be licensed by the appropriate state administrative agency.

58. **Out-of-Network Benefit** means the benefits available under this Contract for services and supplies that are provided by an Out-of-Network Provider.

59. **Out-of-Network Provider** means a Hospital, Physician, or Other Provider, as defined in this Contract, that has not executed a managed care agreement with Us for the provision of health care to Participants covered under this Contract.

60. **Outpatient Contraceptive Services** means a consultation, examination, procedure or medical service that is provided on an outpatient basis and that is related to the use of a drug or device intended to prevent pregnancy.

61. **Participant** means the Subscriber or a Dependent, as defined herein, for whom application has been made by the Subscriber and accepted by Us.

62. **Participating Pharmacy** means a Pharmacy which has entered into an agreement to provide prescription drug services to Participants under the Prescription Drug Program.

63. **Pharmacy** means:

- a. A state licensed establishment where the practice of pharmacy occurs that is physically separate and apart from any Provider's office, and
- b. 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.

64. **Physical Medicine Services** means those modalities, procedures, tests, and measurements listed in the *Physicians' Current Procedural Terminology Manual* (Procedure Codes 97010-97799), whether the service or supply is provided by a Physician or Professional Other Provider, licensed physical therapist or licensed occupational therapist, and includes, but is not limited to, physical therapy, occupational therapy, hot or cold packs, whirlpool, diathermy, electrical stimulation, massage, ultra-sound, manipulation, muscle or strength testing, and orthotics or prosthetic training.

65. **Physician** means a person, when acting within the scope of his license, who is a Doctor of Medicine or Doctor of Osteopathy. The terms Doctor of Medicine or Doctor of Osteopathy shall have the meaning assigned to them by the *Texas Insurance Code*.

66. **Plan Service Area** means the Texas statewide geographical area.
67. **Preexisting Condition** means the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the twelve-month period immediately preceding the Effective Date of the Participant's coverage hereunder or a condition for which medical advice or treatment was recommended by a Physician or Professional Other Provider or received from a Physician or Professional Other Provider within the twelve-month period immediately preceding the Effective Date of the Participant's coverage hereunder.
68. **Preferred Brand Name Drug** means a brand name drug which appears on the Preferred Brand Name Drug List.
69. **Preferred Brand Name Drug Copayment Amount** means the Copayment Amount applicable when a Preferred Brand Name Drug is dispensed. This Copayment Amount is higher than the Generic Drug Copayment Amount.
70. **Preferred Brand Name Drug List** means a sample listing of the most commonly prescribed medications available in the Preferred Brand Name category. This list is developed using monographs written by the American Medical Association, Academy of Managed Care Pharmacies, and other pharmacy and medical related organizations, describing clinical outcomes, drug efficacy; and side effect profiles.
71. **Prescription Order** means a written or verbal order from a Physician and/or Professional Other Provider to a Pharmacist for a drug or device to be dispensed. Orders written by a Physician and/or Professional Other Provider located outside the United States to be dispensed in the United States are not covered under this Contract.
72. **Proof of Loss** means written evidence of a claim including:
- The form on which the claim is made; and
  - Bills and statements reflecting services and items furnished to a Participant and amounts charged for those services and items that are covered by the claim, and correct diagnosis code(s) and procedure code(s) for the services and items.
73. **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 (excluding dental appliances and the replacement of cataract lenses). *For purposes of this definition, a wig or hairpiece is not considered a Prosthetic Appliance.*
74. **Prosthetic/Orthotics Provider** means a certified prosthetist that supplies both standard and customized prostheses and orthotic supplies.
75. **Provider** means a Hospital, Physician, Other Provider, or any other person, company, or institution furnishing to a Participant a service or supply listed as an Eligible Expense in this Contract.
76. **Renal Dialysis Center** means a facility which is Medicare certified as an end-stage renal disease facility providing staff assisted dialysis and training for home and self-dialysis.
77. **Skilled Nursing Facility** means a facility primarily engaged in providing skilled nursing services and other therapeutic services and which: (a) is licensed in accordance with state law (where the state law provides for licensing of such facility); or (b) is Medicare or Medicaid eligible as a supplier of skilled inpatient nursing care.
78. **Speech and Hearing Services** means the measurement, testing, evaluation, prediction, counseling, habilitation, rehabilitation, or instruction related to the development and disorders of speech, voice or language, or to hearing or disorders of hearing.
79. **Subscriber** means the person named on the Identification Card provided for this Contract.
80. **Telehealth Service** means a health service, other than a telemedicine medical service, delivered by a licensed or certified health professional acting within the scope of the health care professional's license or certification who does not perform a telemedicine medical service that requires the use of advanced

telecommunications technology, other than by telephone or facsimile, including:

- a. Compressed digital interactive video, audio, or data transmission;
- b. Clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- c. Other technology that facilitates access to health care services or medical specialty expertise.

81. **Telemedicine Medical Service** means a health care service initiated by a Physician or provided by a health professional acting under Physician delegation and supervision for purposes of patient assessment by a health professional, diagnosis or consultation by a Physician, treatment, or the transfer of medical data, that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including:

- a. Compressed digital interactive video, audio or data transmission;
- b. Clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- c. Other technology that facilitates access to health care services or medical specialty expertise.

82. **Therapeutic Center** means an institution which is appropriately licensed, certified, or approved by the state in which it is located and which is: (a) an ambulatory (day) surgery facility; or (b) a freestanding radiation therapy center.

83. **You, Your, Yourself** means the person named on the Identification Card provided for this Contract.

## **Article II — Effective Date of Dependent Coverage**

### **1. Newborn Child**

Coverage of Your natural child born after Your Effective Date will be in effect from the date of birth through the 31st day following the date of birth.

To continue coverage beyond this 31-day period, You must notify Us within 31 days of the birth and pay the required premium within the first 31 days following

the date of birth. If You wait until after this 31-day period to add the child, coverage shall be contingent upon You making application for such coverage on a form approved by Us.

The application form and satisfactory evidence of insurability must be submitted to Us at Our Administrative Office. Subject to Our approval of the application, evidence of insurability, and payment of the required premium, coverage shall become effective on the first day of the Contract Month following the date We approve the application.

### **2. Court Ordered Coverage for Dependents**

If You have coverage under this Contract and if You are required to provide coverage for a minor child as a result of a medical support order issued under the requirements of Section 14.061, Family Code, coverage will be automatic for the first 31 days following the date on which the court order is issued.

To continue coverage beyond 31 days, You must make application for coverage on a form approved by BCBSTX and pay the required premium within that 31-day period. If notification is received by BCBSTX after the 31-day period, coverage shall be contingent upon the Subscriber's making application for such coverage on a form approved by BCBSTX. The application form and satisfactory evidence of insurability must be submitted to the Administrative Office of BCBSTX. Subject to BCBSTX approval of the application, evidence of insurability, and payment of the first full month's premium, coverage shall become effective of the first day of the Contract Month following the date BCBSTX approves the application.

### **3. Other Dependents**

- a. Coverage for a Dependent (other than a natural newborn child, or a court ordered child) shall be contingent upon You making application for such coverage on a form approved by Us. The application form must be submitted to Us at Our Administrative Office. Subject to Our approval of the application and payment of the required premium, coverage for each Dependent listed on the initial application at the same time as the Subscriber, shall become effective on the Effective Date of this Contract.

- b. Coverage for a Dependent (other than a natural newborn child, or a court ordered child) of a Subscriber already having coverage under this Contract shall be contingent upon You making application for such coverage on a form approved by Us. The application form and satisfactory evidence of insurability must be submitted to Us at Our Administrative Office. Subject to Our approval of the application, evidence of insurability, and the required premium, coverage shall become effective on the first day of the Contract Month following the date We approve the application.

### **Article III — Payment of Benefits; Participant/Provider Relationship**

#### **1. Payment of Benefits**

- a. When benefits are payable, We may choose to pay You or the Provider with certain exceptions. Written contracts between Us and certain Providers may require payment directly to them. Payment to the Provider discharges Our responsibility to the Participant for any benefits available under this Contract.
- b. Except as provided above, the rights and benefits of this Contract shall not be assignable, either before or after services and supplies are provided. However, if a written assignment of benefits is made by a Participant to a Provider and the written assignment is delivered to Us with the claim for benefits, We will make any payment directly to the Provider.
- c. It is understood and agreed that the allowances described in Article IV for services and supplies furnished by a Provider whom We 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.
- d. Any benefits payable to You shall, if unpaid at Your death, be paid to Your surviving beneficiary; if there is no surviving beneficiary, then such benefits shall be paid to Your estate.

#### **2. Participant/Provider Relationship**

The choice of a health care Provider should be made solely by You or Your Dependents. We are not liable for any act or omission by any health care Provider. We do not have any responsibility for a health care Provider's failure or refusal to provide services or supplies to You or Your Dependents.

### **Article IV — Benefits Provided**

- 1. Subject to the conditions described below and the Medical Limitations and Exclusions in this Contract, when any Participant while covered hereunder incurs Eligible Expenses, benefits shall be determined as follows:

#### **a. Introduction**

We have established a network of Providers to serve Participants throughout Texas. By using Providers in the Network, You will maximize the benefits available to You under this Contract. You will receive a directory when You enroll listing Network Providers in Your Plan Service Area. To get a current directory or inquire about a Network Provider, call Our Customer Service Helpline.

You have the freedom to use any health care Provider outside the Network and still receive benefits for covered services under this Contract. However, You will receive the lower level of benefits. See below for discussion on *ParPlan* Providers.

#### **b. How the Medical Plan Works**

- (1) To receive Network Benefit under this Contract, care must be provided by a Network Provider. Refer to the Provider Directory to make Your selections. Network Providers will preauthorize services for you when required. You are generally not required to submit claim forms when You use a Network Provider.

If You choose a Network Provider, the Provider will bill Us — not You — for services provided. The Network Provider has agreed to accept as payment in full the least of:

- (a) The billed charges,
- (b) The Allowable Amount as determined by Us, or
- (c) Other contractually determined payment amounts,

and the Deductible, Copayment and Coinsurance Amounts You are responsible for paying. You are also responsible for limited or non-covered services.

- (2) If Your Network Physician admits You to an out-of-network facility, Network Benefits will be available for the Network Physician's charges and Out-of-Network Benefits will be available for the facility charges.
- (3) If You choose a Provider outside the Network, benefits will be provided at the Out-of-Network Benefits level, except as described under **Emergency Care**. You, Your Physician, Provider of services, or a family member should preauthorize services when required by calling one of the toll-free numbers listed on the back of your Identification Card.

You may have to submit Your own claims forms for reimbursement of out-of-network expenses.

You will be responsible for billed charges above Our payment amount. Coinsurance Amounts, Deductibles, limited or non-covered services, preauthorization and any penalties for not preauthorizing care when required.

- (4) If You choose a Physician outside the Network and he admits You to a facility participating in the Network, Out-of-Network Benefits will be available for the Physician charges and Network Benefits will be available for the facility charges.
- (5) If You require services that are not available from a Network Provider, Network Benefits will be provided when You use Out-of-Network Providers.

c. **Medical Necessity**

All services and supplies for which benefits are available under this Contract must be Medically Necessary as determined by Us. Charges for services and supplies that We determine are not Medically Necessary will not be eligible for benefit consideration and may not be used to satisfy Deductibles or apply to the Coinsurance Amount.

d. **ParPlan Providers**

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

- File all claims for You,
- Accept Our 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 applicable Deductibles and Coinsurance Amounts, and services that are limited or not covered under this Contract.

If Your Physician or Professional Other Provider does not participate in the *ParPlan*, You will be responsible for filing all claims for services rendered and You may be billed for services above Our Allowable Amount determination.

e. **Preauthorization Requirements**

Preauthorization is required for all Hospital Admissions, *Extended Care Expense*, and Home Infusion Therapy, and organ and tissue transplants.

Preauthorization establishes in advance the Medical Necessity of certain care and services covered under this Contract. It ensures that the preauthorized care and services as described below will not be denied on the basis of Medical Necessity. Preauthorization does not guarantee payment of benefits. **However, coverage is**

**always subject to other requirements of this Contract, such as Preexisting Conditions, limitations and exclusions, payment of premium and eligibility at the time care and services are provided.**

You, Your Physician, Provider of services, or a family member calls on of the toll-free numbers listed on the back of your Identification Card. The call should be made between 7:30 a.m. and 6:00 p.m. on business days. Calls made after working hours or on weekends will be recorded and returned the next working day. A benefits management nurse will follow up with your Provider's office. In most cases preauthorization is made within minutes while We are on the telephone with Your Provider's office.

**(1) Hospital Admissions**

You are required to have Your admission preauthorized at least two working days prior to actual admission unless it would delay Emergency Care. In an emergency, preauthorization should take place within two working days after the admission or as soon as reasonably possible.

When a Hospital Admission is preauthorized length-of-stay is assigned. This Contract is required to provide a minimum length of stay in a Hospital for treatment of breast cancer of:

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

If You require a longer stay than was first preauthorized, Your Provider may request an extension for the additional inpatient days. If an admission extension is not preauthorized, benefits may be reduced or denied.

Preauthorization is also required if You transfer to another facility or to or from a specialty unit within the facility.

If an admission is not preauthorized, benefits may be reduced or denied if We determine that the admission is not Medically Necessary.

Failure to preauthorize will result in a penalty in the amount of \$250 that will be deducted from any benefits which may be finally determined to be available for the Hospital Admission. This penalty amount cannot be used to satisfy Deductibles or to apply toward the Coinsurance Amount. Additionally, We will review the Medical Necessity of Your claim.

**(2) Extended Care Expense and Home Infusion Therapy**

Preauthorization is required for Medically Necessary Skilled Nursing Facility services, Home Health Care, Hospice Care or Home Infusion Therapy.

Preauthorization for *Extended Care Expense* and Home Infusion Therapy must be obtained by having the agency or facility providing the services contact Us to request pre-authorization. The request should be made:

- Prior to the start of *Extended Care Expense* or Home Infusion Therapy;
- When an extension of the initially preauthorized service is required; and
- When the treatment plan is altered.

If We have given notification that benefits for the treatment plan requested are not available, claims will be denied.

We will review the information submitted prior to the start of *Extended Care Expense* or Home Infusion Therapy. We will send a letter to You and the agency or facility confirming preauthorization or denying benefits.

If *Extended Care Expense* or Home Infusion Therapy is to take place in less than one week, the agency or facility should call the preauthorization telephone number on the back of Your Identification Card.

Failure to preauthorize will result in a penalty in the amount of 50% not to exceed \$500 which will be deducted from any

benefits which may be finally determined to be available for *Extended Care Expense* or Home Infusion Therapy.

**(3) Organ and Tissue Transplants**

Preauthorization is required for any organ or tissue transplant. Preauthorization of an organ or tissue transplant is the process by which the Medical Necessity of the transplant and the length of stay of the admission is approved or denied. Preauthorization does not guarantee payment of a claim but does ensure that payment for the covered room and board charges for the preauthorized length of stay will not be denied on the basis of Medical Necessity.

At the time of preauthorization, We will assign a length-of-stay for the admission if We determine that the admission is Medically Necessary. Upon request, the length-of-stay may be extended if We determine that an extension is Medically Necessary.

**f. Copayment Amount and Deductible**

The benefits of this Contract will be available after satisfaction of the Copayment Amount, if applicable, and any Deductibles for Network Benefits and Out-of-Network Benefits.

**(1) Copayment Amounts**

- (a) A \$25 Copayment Amount will be required for most Physician office visits and/or consultations only when services are provided by a Network Physician or Professional Other Provider at the time You receive the services. If the services provided require You to return on a different day, a new Copayment will be required for any office visits and/or consultation charges. The Copayment Amount is required even if the Coinsurance Amount has been met.

The following services are not payable under this Copayment

Amount provision, but instead are considered *Medical-Surgical Expense*, subject to the Deductible and Coinsurance:

- Eligible Expenses for other covered charges provided at the time of the office visit or consultation (e.g. lab or X-ray).
- Surgery performed in the Physician's office;
- Physical therapy billed separately from an office visit;
- Occupational modalities in conjunction with physical therapy;
- Allergy injections billed separately from an office visit;
- Therapeutic injections; or
- Any services requiring preauthorization.

- (b) The Copayment Amount does not apply when an Out-of-Network Physician or Professional Other Provider renders the services.

**(2) Deductibles**

- (a) The Deductible amounts indicated in Your application for this Contract will be subtracted once during each Calendar Year from the Participant's total combined *Inpatient Hospital Expense* and/or *Medical-Surgical Expense* incurred for that Calendar Year.
- (b) Any Eligible Expenses applied toward satisfying the Out-of-Network Deductible will apply toward satisfying the Network Deductible.
- (c) Any Eligible Expenses applied toward satisfying the Network Deductible will not apply towards the Out-of-Network Deductible.

- (d) When the total amount of the Deductible incurred in a Calendar Year by Participants under Your coverage equals three times individual Deductible amount indicated in the application for this Contract, all such Participants will have satisfied their Deductible for the remainder of that Calendar Year. No Participant will be allowed to contribute more than the individual Deductible amount to the family Deductible amount.

**g. Coinsurance Amounts**

- (1) When a Participant's Coinsurance Amount during a Calendar Year equals the individual amount indicated on Your application for coverage under this Contract for Network or Out-of-Network Benefits, the benefit percentages automatically become 100% for purposes of determining the benefits available for additional Eligible Expenses incurred by that Participant during the remainder of that Calendar Year.
- (2) When the total amount of the Coinsurance Amounts incurred in a Calendar Year by Participants under Your coverage equals the family Coinsurance Amounts indicated on Your application for coverage under this Contract, all such Participants will have satisfied their Coinsurance Amount for the remainder of that Calendar Year. No Participant will be allowed to contribute more than the individual Coinsurance Amount to the family Coinsurance Amount.
- (3) Any Eligible Expenses applied toward satisfying the Out-of-Network Coinsurance Amount will apply toward satisfaction of the Network Coinsurance Amount.
- (4) Any Eligible Expenses applied toward satisfying the Network Coinsurance Amount will not apply toward satisfaction of the Out-of-Network Coinsurance Amount.

- (5) Most of Your payment obligations are considered as Coinsurance Amounts and are applied to the Coinsurance Amount. Such Eligible Expenses do **not** include:

- (a) Services, supplies, and charges limited or excluded by this Contract; or
- (b) Expenses not covered because a benefit maximum has been reached; or
- (c) Deductibles for Network Benefits and Out-of-Network Benefits; or
- (d) The Copayment Amount for Network Physician office visits/consultations; or
- (e) Any Copayment Amounts under the Prescription Drug Program, or
- (f) Penalties for not precertifying *Inpatient Hospital Expense*, *Extended Care Expense* or Home Infusion Therapy.
- (6) Copayment Amounts will continue to be required after the benefit percentage becomes 100%.

**h. Maximum Benefits**

- (1) The total amount of benefits available during the lifetime of any one Participant under this Contract shall not exceed \$5,000,000.
- (2) The maximum lifetime benefit amount includes all payments made under any benefit provision of this Contract for Network Benefits and Out-of-Network Benefits.
- (3) The maximum lifetime benefit amount is reduced in the amount of any benefits provided under the Subscriber's Select 2000<sup>SM</sup> Plan Contract, the PPO Select<sup>SM</sup> Plan Contract, and PPO Select Advantage<sup>SM</sup> Plan Contract held with Us immediately prior to a Participant's effective date under this Contract.



- (4) All benefit payments made by Us for Physical Medicine Services, ground or air ambulance services, *Extended Care Expense*, preventive care, prescription drugs, whether under the Network Benefits level or Out-of-Network Benefits level, will apply toward the Calendar Year benefit maximums under both levels of benefits.

i. **Benefits for Inpatient Hospital Expense**

If *Inpatient Hospital Expense* is incurred during each Hospital Admission in excess of the applicable Deductible above as indicated on Your application for coverage under this Contract, benefits will be provided at 80% of the Allowable Amount for services received in a Network Hospital; or 75% of the Allowable Amount for services provided in an Out-of-Network Hospital.

j. **Benefits for Medical-Surgical Expense**

- (a) If *Medical-Surgical Expense* is incurred by a Participant during a visit to a Network Physician, We will provide benefits for the Physician office visit and/or consultation only at 100% of the Allowable Amount after satisfaction of the Copayment Amount. All other *Medical-Surgical Expense* for Network Benefits, in excess of the Deductible, will be reimbursed at 80% of the Allowable Amount.
- (b) The remaining unpaid *Medical-Surgical Expense* in excess of the Deductible will be applied to the Network Benefits Coinsurance Amount.
- (c) If *Medical-Surgical Expense* is incurred from an Out-of-Network Provider in excess of the applicable Deductible, benefits will be reimbursed at 75% of the Allowable Amount for Out-of-Network Benefits level. The remaining unpaid *Medical-Surgical Expense* in excess of the Deductible will be applied to the out-of-network Coinsurance Amount.

k. **Benefits for Extended Care Expense**

When *Extended Care Expense* is preauthorized, as explained under Article IV, Section 1e(2), of this Contract, We will provide benefits at: (a) 100% of the Allowable Amount for Network Benefits, and (b) 75% of the Allowable Amount for Out-of-Network Benefits, up to the amount of the combined benefit maximums shown below for each category of *Extended Care Expense*. The Deductible will not apply to *Extended Care Expense*.

Any Home Health Care or home Hospice Care charges for drugs (including antibiotic therapy) and laboratory services will not be *Extended Care Expense* but will be considered *Medical-Surgical Expense*.

Services and supplies for *Extended Care Expense*:

- (1) *For Skilled Nursing Facility — Calendar Year maximum benefit — \$5,000 per Participant*
- (a) All usual nursing care by a registered nurse (R.N.) or by a licensed vocational nurse (L.V.N.);
- (b) Room and board and all routine services, supplies, and equipment provided by the Skilled Nursing Facility;
- (c) Physical, occupational, speech, and respiratory therapy services by licensed therapists.
- (2) *For Home Health Care — Calendar Year maximum benefit — \$5,000 per Participant:*
- (a) Part-time or intermittent nursing care by a registered nurse (R.N.) or by a licensed vocational nurse (L.V.N.);
- (b) Part-time or intermittent home health aide services which consist primarily of caring for the patient;
- (c) Physical, occupational, speech, and respiratory therapy services by licensed therapists;

- (d) Supplies and equipment routinely provided by the Home Health Agency.
  - (e) Benefits will **not** be provided for Home Health Care for the following:
    - (i) Food or home delivered meals;
    - (ii) Social casework or homemaker services;
    - (iii) Services provided primarily for Custodial Care;
    - (iv) Transportation services;
    - (v) Home Infusion Therapy;
    - (vi) Durable medical equipment.
- (3) Hospice Care — *Lifetime maximum benefit — \$10,000 for each Participant*
- (a) For Home Hospice Care:
    - (i) Part-time or intermittent nursing care by a registered nurse (R.N.) or by a licensed vocational nurse (L.V.N.);
    - (ii) Part-time or intermittent home health aide services which consist primarily of caring for the patient;
    - (iii) Physical, speech, and respiratory therapy services by licensed therapists;
    - (iv) Homemaker and counseling services routinely provided by the Hospice agency, including bereavement counseling.
  - (b) For Facility Hospice Care:
    - (i) All usual nursing care by a registered nurse (R.N.) or by a licensed vocational nurse (L.V.N.);
    - (ii) Room and board and all routine services, supplies, and equipment provided by the Hospice facility;
    - (iii) Physical, speech, and respiratory therapy services by licensed therapists.

#### 1. Case Management

Case management identifies Participants with specific chronic or acute illnesses or injuries who have lengthy and complicated treatment plans.

Under certain circumstances, We may offer benefits for expenses, which are not otherwise Eligible Expenses under this Contract. We, at Our sole discretion, may offer such benefits if:

- (1) The Participant, his family, and the Physician agree; and
- (2) The benefits are cost effective; and
- (3) We anticipate future expenditures for Eligible Expenses, which may be reduced by such benefits.

Any decision We make to provide such benefits shall be made on a case-by-case basis. Our case coordinator will initiate case management in appropriate situations. Our determination to provide alternative benefits in one instance shall neither commit Us to provide the same or similar alternative benefits for the same Participant or any other Participant nor cause Us to waive Our right to strictly apply the express provisions of this Contract in the future.

#### m. Special Benefit Provisions

Benefits available under this section are generally determined on the same basis as for other *Inpatient Hospital Expense, Medical-Surgical Expense, and Extended Care Expense*, except to the extent described in the following subsections.

- (1) ***Benefits for Treatment of Complications of Pregnancy***
  - (a) Benefits for Eligible Expenses incurred for treatment of Complications of Pregnancy will be the same as for treatment of sickness.
  - (b) Services and supplies incurred by a Participant for delivery of a child shall be considered Maternity Care and are not covered under this Contract.

(2) ***Benefits for Physical Medical Services***

If a Participant incurs *Medical-Surgical Expense* for Physical Medicine Services, benefits will be provided on the same basis as any other sickness for Network Benefits and Out-of-Network Benefits up to a maximum benefit amount of \$1,000 per Calendar Year for each Participant. The Deductible will be applied.

(3) ***Benefits for Ground and Air Ambulance Services***

If *Medical-Surgical Expense* is incurred for professional local ground ambulance or air ambulance service to the nearest Hospital appropriately equipped and staffed for treatment of the Participant's condition, benefits will be provided at the Network Benefits level, up to a maximum benefit amount of \$1,000 per Calendar Year for each Participant. The Deductible will be applied.

(4) ***Benefits for Routine Mammography Screening***

If a female Participant 35 years of age or older incurs *Medical-Surgical Expense* for a routine screening by low-dose mammography for the presence of occult breast cancer, benefits will be determined at 100% of the Allowable Amount for Network Benefits; and 75% of the Allowable Amount after the Calendar Year Deductible for Out-of-Network Benefits, except that benefits will not be available for more than one routine mammography screening each Calendar Year.

Benefits for *non-routine* mammography will be determined on the same basis as for any other *Medical-Surgical Expense* for Network Benefits and Out-of-Network Benefits. The Calendar Year Deductible will be applied.

(5) ***Benefits for Certain Tests for Detection of Prostate Cancer***

If a male Participant incurs *Medical-Surgical Expense* for diagnostic medical procedures incurred in conducting an annual medically recognized diagnostic examination for the detection of prostate cancer, benefits will be determined at 100%

of the Allowable Amount for Network Benefits; and 75% of the Allowable Amount after the Calendar Year Deductible for Out-of-Network Benefits. Benefits will be provided only for a:

- Physical examination for the detection of prostate cancer; and
- Prostate-specific antigen test used for the detection of prostate cancer for each male Participant under this Contract who is at least:
  - (a) 50 years of age and asymptomatic; or
  - (b) 40 years of age with a family history of prostate cancer or another prostate cancer risk factor.

(6) ***Benefits for Cosmetic, Reconstructive, or Plastic Surgery***

Benefits for Cosmetic, Reconstructive or Plastic Surgery will be the same as for treatment of any other sickness as described in this Contract for the following services only:

- (a) Treatment provided for the correction of defects incurred in an Accidental Injury; or
- (b) Treatment provided for reconstructive surgery following cancer surgery; or
- (c) Surgery performed on a newborn child for the treatment or correction of a congenital defect; or
- (d) Surgery performed on a Dependent child (other than a newborn child) under the age of 19 for the treatment or correction of a congenital defect other than conditions of the breast.
- (e) Reconstruction of the breast on which mastectomy has been performed; surgery and reconstruction of the other breast to achieve a symmetrical appearance; and prostheses and treatment of physical complications, including

lymphedemas, at all stages of the mastectomy.

- (f) Reconstructive surgery performed on a Dependent child under the age of 19 due to craniofacial abnormalities to improve the function of, or attempt to create a normal appearance of an abnormal structure caused by congenital defects, developmental deformities, trauma, tumors, infections or disease.

(7) ***Benefits for Dental Services***

- (a) If a Participant incurs Eligible Expenses for the dental services listed below, benefits will be the same as for treatment of any other sickness as described in this Contract. Benefits will be provided only for:

- (i) Oral Surgery, as defined in Article I of this Contract; or
- (ii) Services provided to a Dependent child which are necessary for treatment or correction of a congenital defect; or

- (iii) The correction of damage caused solely by external, violent Accidental Injury to healthy, unrestored natural teeth and supporting tissues limited to such services and supplies provided:

- a) For 24 months from the date of accident; or
- b) To the termination date of this Contract,

Whichever occurs first; except that an injury sustained as a result of biting or chewing shall not be considered an Accidental Injury.

- (b) Except as excluded in Article V, Section 1, of this Contract, for any other dental services for which a

Participant incurs *Inpatient Hospital Expense* for a Medically Necessary Hospital Admission, benefits will be determined as described in the subsection entitled **Benefits for Inpatient Hospital Expense**.

(8) ***Benefits for Emergency Care***

Benefits for the following Emergency Care services shall be provided at the Network Benefits level until the patient can reasonably be expected to transfer to a Network Hospital:

- (a) Any medical screening examination or other evaluation required by state or federal law to be provided in the emergency department of a Hospital, which is necessary to determine whether an emergency medical condition exists;
- (b) Necessary Emergency Care services including the treatment and stabilization of an emergency medical condition; and
- (c) Services originating in a Hospital emergency department following treatment or stabilization of an emergency medical condition.

(9) ***Benefits for Preventive Care***

*Medical-Surgical Expense* incurred for the following preventive care services will be available under this Contract up to a \$300 combined Calendar Year benefit maximum per Participant for Network and Out-of-Network Benefits:

- (a) Routine physical examinations,
- (b) Well-child care,
- (c) Hemoccult tests,
- (d) Pap smears,
- (e) Immunizations for Participants 8 years of age and over,
- (f) Routine lab and x-ray, and
- (g) Vision and hearing examinations.

Benefits will be determined at 100% of the Allowable Amount after the Copayment Amount for Network Benefits; and 75% of the Allowable Amount for Out-of-Network

Benefits after the Calendar Year Deductible.

Benefits are not available for *Inpatient Hospital Expense* or *Medical-Surgical Expense* for routine physical examinations performed on an inpatient basis, except for the initial examination of a newborn child.

Injections for allergies are not considered immunizations under this benefit provision.

Benefits for routine mammography screening, colorectal cancer screenings and prostate cancer screenings are not available under this preventive care benefit.

**(10) Required Benefits for Childhood Immunizations**

Benefits for *Medical-Surgical Expense* incurred by a Dependent child up to age 8 for childhood immunizations will be determined at 100% of the Allowable Amount for Network and Out-of-Network Benefits. The Deductible, Coinsurance Amount, and Copayment Amounts, if any, will not be applicable.

Benefits are available for:

- (a) Diphtheria,
- (b) Hemophilus influenza type b,
- (c) Hepatitis B,
- (d) Measles,
- (e) Mumps,
- (f) Pertussis,
- (g) Polio,
- (h) Rubella,
- (i) Tetanus,
- (j) Varicella, and
- (k) Any other immunization that is required by law for the child.

Allergy injections are not considered immunizations under this benefit provision.

**(11) Required Benefits for Newborn Screening Tests for Hearing Impairment**

Benefits are available for *Medical-Surgical Expense* incurred by a Dependent child:

- (a) For a screening test for hearing loss from birth through the date the child is 30 days old; and

- (b) Necessary diagnostic follow-up care related to the screening test from the date of birth through the date that the child is 24 months old.

The Deductible will not apply. However, benefits will be subject to all other contractual provisions.

**(12) Benefits for Treatment of Diabetes**

Benefits are available and will be determined on the same basis as any other sickness for those Medically Necessary items for *Diabetes Equipment* and *Diabetic Supplies* (for which a Physician or Professional Other Provider has written an order) and *Diabetic Management Services/ Diabetes Self-Management Training*. Such items, when obtained for a *Qualified Participant*, shall include but not be limited to the following:

**a. Diabetic Equipment**

- (1) Blood glucose monitors (including noninvasive glucose monitors and monitors designed to be used by the blind);
- (2) Insulin pumps (both external and implantable) and associated appurtenances, which include:
  - Batteries
  - Skin preparation items,
  - Adhesive supplies,
  - Infusion sets,
  - Insulin cartridges,
  - Durable and disposable devices to assist in the injection of insulin, and
  - Other required disposable supplies;
- (3) Insulin infusion devices; and
- (4) Podiatric appliances, including up to two pairs of therapeutic footwear per Calendar Year, for the prevention of complications associated with diabetes.

b. Diabetic Supplies

- (1) Test strips for blood glucose monitors,
- (2) Visual reading and urine test strips and tablets for glucose, ketones and protein,
- (3) Lancets and lancet devices,
- (4) Insulin and insulin analogs preparations,
- (5) Injection aids, including devices used to assist with insulin injection and needleless systems,
- (6) Biohazard disposable containers,
- (7) Insulin syringes,
- (8) Prescriptive and non-prescriptive oral agents for controlling blood sugar levels, and
- (9) Glucagon emergency kits.

However, insulin and insulin analog preparations, insulin syringes necessary for self-administration, prescriptive and non-prescriptive oral agents will be covered under the Prescription Drug Program.

- c. 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.
- d. New and improved treatment and monitoring equipment or supplies which are approved by the U. S. Food and Drug Administration if it is determined to be Medically Necessary and appropriate by the treating Physician or Professional Other Provider.
- e. Benefits are available and will be determined on the same basis as any other sickness for those Medically Necessary items for *Diabetes Equipment* and *Diabetic Supplies* (for which a Physician or Professional Other Provider has written an order) and *Diabetic Management Services/Diabetes Self-Management Training*.

Such items, when obtained for a *Qualified Participant*, shall include but not be limited to the following initial and follow-up instruction concerning:

- (1) The physical cause and process of diabetes;
- (2) Nutrition, exercise, medications, monitoring of laboratory values and the interaction of these in the effective self-management of diabetes;
- (3) Prevention and treatment of special health problems for the diabetic patient;
- (4) Adjustment to lifestyle modifications; and
- (5) Family involvement in the care and treatment of the diabetic patient. The family will be included in certain sessions of instruction for the patient.

*Diabetes Self-Management Training* for the *Qualified Participant* will include the development of an individualized management plan that is created for and in collaboration with the *Qualified Participant* (and/or his or family or caretaker) to understand the care and management of diabetes, including nutritional counseling and proper use of *Diabetes Equipment* and *Diabetes Supplies*.

A ***qualified participant*** means an individual eligible for coverage under this Contract who has been diagnosed with (a) insulin dependent or non-insulin dependent diabetes, (b) elevated blood glucose levels induced by pregnancy, or (c) another medical condition associated with elevated blood glucose levels.

(13) **Benefits for Organ and Tissue Transplants**

- (a) Subject to the conditions described below, including the organ and tissue transplant maximum, Network Benefits and Out-of-Network Benefits for covered services and supplies provided to a Participant (donor and/or recipient) by a Hospital, Physician, or Other Provider related to an organ or tissue transplant will be determined as follows, but only if:

- (i) The transplant procedure is not Experimental/Investigational in nature;
  - (ii) Donated human organs or tissue are used;
  - (iii) The recipient is a Participant under this Contract. Benefits are also available to a live donor to the extent that benefits remain under the recipient's contract after benefits for the recipient's expenses have been provided;
  - (iv) The transplant procedure is preauthorized as provided in Section 1, Subsection e(3), of this Article IV;
  - (v) The Participant meets all of the criteria established by Us in Our written medical policy guidelines; and
  - (vi) The Participant meets all of the protocols established by the Hospital in which the transplant is performed.
- Covered services and supplies *related to* an organ or tissue transplants include, but are not limited to, x-rays, laboratory, chemotherapy, radiation therapy, prescription drugs, and complications arising from such transplant.
- (b) Benefits are available and will be determined on the same basis as any other sickness for when the transplant procedure is for the:
    - (i) Liver;
    - (ii) Heart;
    - (iii) Heart-Lung (heart and one lung or heart and two lungs);
    - (iv) Kidney;
    - (v) Cornea;
    - (vi) Lung; or
    - (vii) Bone Marrow.
  - (c) Covered services and supplies include services and supplies provided:
    - (i) For the evaluation of organs or tissues including, but not limited to, the determination of tissue matches;
    - (ii) For the removal of organs or tissues from deceased donors; and
    - (iii) For the transportation and storage of donated organs or tissues.
  - (d) No benefits are available for a Participant for the following services or supplies:
    - (i) Living and/or travel expenses of the live donor or recipient;
    - (ii) Donor search and accept-ability testing of potential living donors;
    - (iii) Expenses related to maintenance of life for purposes of organ or tissue donation; and
    - (iv) Purchase of the organ or tissue.
  - (e) No benefits are available for any organ or tissue transplant procedure (or the services performed in preparation for, or in conjunction with, such procedure) which BCBSTX considers to be Experimental/Investigational.
  - (f) The total amount of benefits for organ and tissue transplants available to any one Participant under this Contract shall not exceed a \$300,000. This maximum shall include benefits provided for prescription drugs used while in the Hospital. Benefits provided for prescription drugs used on an outpatient basis will be provided under the Prescription Drug Program and will be subject to the Calendar Year maximum benefit amount specified in Article IV, Section 2b(3), of this Contract.
- (14) ***Benefits for Acquired Brain Injury***  
 Benefits for Eligible Expenses incurred for Medically Necessary treatment of Acquired Brain Injury will be determined on the same basis as treatment for any other condition. Eligible Expenses include the following services as a result of and related to an Acquired Brain Injury:
- Cognitive rehabilitation therapy — Services designed to address therapeutic cognitive activities, based on an assessment and understanding of the individual's brain-behavioral deficits.

- Cognitive communication therapy — Services designed to address modalities of comprehension and expression, including understanding, reading, writing, and verbal expression of information.
  - Neurocognitive therapy and rehabilitation services — (1) Therapy designed to address neurological deficits in informational processing and to facilitate the development of higher level cognitive abilities and (2) 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.
  - Neurobehavioral treatment — Interventions that focus on behavior and the variables that control behavior.
  - Neurobehavioral testing — An evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and pre-morbid 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.
  - Neuro-physiological testing — An evaluation of the functions of the nervous system.
  - Neuropsychological testing — 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.
  - Neuro-psychological treatment — Interventions designed to improve or minimize deficits in behavioral and cognitive processes.
  - Neuro-physiological treatment — Interventions that focus on the functions of the nervous system.
  - Psychophysiological testing — An evaluation of the interrelationships between the nervous system and other bodily organs and behavior.
  - Psychophysiological treatment — interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.
  - Neurofeedback therapy — Services that utilizes operant conditioning learning procedure based on electroencephalographs (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.
  - Remediation — The process(es) of restoring or improving a specific function.
  - Post-acute transition services — Services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration.
  - Community reintegration services — Services that facilitate the continuum of care as an affected individual transitions into the community.
- Services** means the work of testing, treatment, and providing therapies to an individual with an Acquired Brains Injury.
- Therapy** means the scheduled remedial treatment provided through direct interaction with the individual to improve a pathological condition resulting from an Acquired Brain Injury.

(15) ***Benefits for Certain Tests for Detection of Colorectal Cancer***

Benefits for *Medical-Surgical Expense* incurred for a diagnostic medically recognized screening examination for the detection of colorectal cancer for Participants 50 years of age or older and who are at normal risk for developing colon cancer are provided at 80% of the Allowable Amount after Calendar Year Deductible for Network Benefits; and 75% of the Allowable Amount after the Calendar Year Deductible for



Out-of-Network Benefits. Such Participant shall be entitled to benefits for a:

- (a) Fecal occult blood test performed annually and flexible sigmoidoscopy performed every five years; or
- (b) Colonoscopy performed every ten years.

**(16) Certain Therapies for Children with Development Delays**

a. *Medical-Surgical Expense* benefits are provided for a Dependent child under three years of age with *developmental delays* for the necessary rehabilitative and habilitative therapies in accordance with an *individualized family service plan* issued by Texas Interagency Council on Early Childhood Intervention under Chapter 73, Texas *Human Resources Code*. Such therapies include:

- Occupational therapy evaluation and services;
- Physical therapy evaluations and services;
- Speech therapy evaluations and services; and
- Dietary or nutritional evaluations.

The *individualized family service plan* must be submitted to Us prior to the commencement of services, and when the *individualized family service plan* is altered.

*Developmental delay* means a significant variation in normal development as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas:

- Cognitive development;
- Physical development;
- Communication development;
- Social or emotional development; or
- Adaptive development.

*Individualized family service plan* means an initial and ongoing treatment plan developed by the Texas Interagency Council on Early Childhood Intervention.

- b. After the child has reached age of 3, services under the *individualized family service plan* are completed and Eligible Expenses, as otherwise covered under this Contract, will be available. All contractual provisions of this Contract will apply, including but not limited to, defined terms, limitations and exclusions, and benefit maximums.

**2. Prescription Drug Program**

**a. Your Identification Card**

The Identification Card You received is the key to Your use of the Prescription Drug Program. It tells Participating Pharmacies that You are entitled to prescription drug benefits under the Prescription Drug Program. Participating Pharmacies are not permitted to file claims with the Carrier unless You present the Identification Card with Your Prescription Order.

**Note:** If You do not have Your Identification Card, You must pay the Participating Pharmacy directly for Your prescription charges. You must file a claim with the Carrier. You will then be reimbursed for Your payments less the Deductible, if applicable, the appropriate Copayment Amount and any applicable pricing difference.

Any time a change in Your family takes place it may be necessary for a new Identification Card to be issued to You. Upon receipt of the change information, a new Identification Card will be issued to You.

***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 family members will include, but not be limited to:
  - a. Use of the Identification Card prior to Your Effective Date;
  - b. Use of the Identification Card after your date of termination of coverage under this Contract;

- c. Obtaining prescription drugs or other benefits for persons not covered under this Contract;
  - d. Obtaining prescription drugs or other benefits which are not covered under this Contract;
  - 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 this Contract;
  - 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 this Contract;
  - 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 unauthorized, fraudulent, improper or abusive use of Identification Cards by any Participant can result in, but is not limited to, the following sanctions being applied to all Participants covered under your coverage:
- a. Denial of benefits;
  - b. Cancellation of coverage under this Contract for all Participants under your coverage;
  - c. Limitation on the use of Identification Card to one designated Participating Pharmacy of your choice;
  - d. Recoupment from you or any of your covered family members of any benefit payments made;
  - e. Pre-approval of drug purchases for all Participants covered under your coverage;
  - f. Notice to proper authorities of potential violations of law or professional ethics.
- b. **How It Works**
- When You need a Prescription Order filled, You can elect to go to a Participating Pharmacy or Non-Participating Pharmacy. It is usually financially beneficial to You to utilize Participating Pharmacies.
- (1) ***Participating Pharmacy***  
When You go to a Participating Pharmacy:
- present Your Identification Card to the pharmacist along with Your Prescription Order,
  - provide the pharmacist with the birth date and relationship of the patient,
  - sign the insurance claim log,
  - pay the Pharmacy Deductible, if applicable, and
  - pay the appropriate Copayment Amount for each Prescription Order filled or refilled and the pricing difference, if any.
- Participating Pharmacies have agreed not to bill You for any covered prescription drug expenses in excess of the Pharmacy Deductible, if not previously satisfied, and Copayment Amount plus any pricing difference.
- If You are unsure whether a pharmacy is a Participating Pharmacy, You may contact the Customer Service Helpline. You must present Your Identification Card to Your Participating Pharmacy in order to receive full Contract benefits.
- (2) ***Non-Participating Pharmacy***  
If You have a Prescription Order filled at a Non-Participating Pharmacy, You must pay the Pharmacy the full amount of its

bill and submit to the Carrier a claim form and itemized receipt verifying that the prescription was filled. We will pay benefits equal to 80% of the billed charge (but not more than 80% of the Average Wholesale Price, plus a dispensing fee), less the appropriate Pharmacy Deductible, Copayment Amount and any applicable pricing differences.

(3) **Maximum Prescription Drug Benefit**

The maximum amount of benefits available under the Program is \$2,500 per Calendar Year for each Participant regardless of whether or not benefits are received at a Participating Pharmacy or Non-Participating Pharmacy.

(4) **Deductibles**

The Pharmacy Deductible, based on Your Plan selection is shown on Your application for coverage under this Contract, must be met by each Participant each Calendar Year. This Pharmacy Deductible will be applied to each Prescription Order filled or refilled until it is satisfied.

- If You use a Participating Pharmacy, the Pharmacy Deductible will be applied against the price of the drugs as agreed to by the Participating Pharmacy.
- If You use a Non-Participating Pharmacy, the Pharmacy Deductible will be applied against the retail cost of the drugs.

The pharmacist can tell You once the Pharmacy Deductible has been satisfied or You may contact the Customer Service Helpline.

After the Pharmacy Deductible is met, You will pay the appropriate Copayment Amount as described below.

(5) **Copayment Amounts**

There are three Copayment Amounts shown on Your application for coverage under this Contract for retail pharmacy. The amount You pay depends on the type

of drug dispensed. If the drug dispensed is a:

- a. Generic Drug - You pay the generic drug Copayment Amount,
- b. Preferred Brand Name Drug - You pay the Preferred Brand Name Drug Copayment Amount and any pricing difference described below, if applicable,
- c. Non-Preferred Brand Name Drug - You pay the Non-Preferred Brand Name Drug Copayment Amount.

(6) **Preferred Brand Name Drug List**

A Preferred Brand Name Drug List is a sample listing of the most commonly prescribed medications available in the Preferred Brand Name Drug category. This list does not include all of the Preferred Brand Name Drugs. If a medication is not on the Preferred Brand Name Drug List, You may call the Customer Service Helpline to find out which drugs are on the List and to determine Your benefit level.

This List will be updated from time to time to add new Preferred Brand Name Drugs. A new Preferred Brand Name Drug List will be provided to each Subscriber at least annually.

(7) **How Copayment Amounts Apply**

When Your Physician has marked the Prescription Order "Dispense As Written" (DAW), the pharmacist may *only* dispense the brand name drug and You pay the appropriate Brand Name Copayment Amount.

If the Physician has not stipulated DAW, You may still choose to buy the brand name drug instead of the Generic Drug. If the brand name drug dispensed is on the Preferred Brand Name Drug List, You will pay the Preferred Brand Name Drug Copayment Amount **plus** the difference between the Generic Drug and the Preferred Brand Name Drug.

If the brand name drug is a Non-Preferred Brand Name Drug, You pay the Non-Preferred Brand Name Drug Copayment Amount.

(8) **Generic Drugs**

The Program provides an incentive for using Generic Drugs. You are encouraged to take advantage of this incentive when Your prescribing Provider and pharmacist feel it is safe to do so and where state or federal laws permit. Generic Drugs offer Participants the lowest available Copayment Amount

(9) **Amount of Your Payment**

The amount of Your payment under the Program depends on whether:

- (a) The Prescription Order is filled at a Participating Pharmacy; and
- (b) A Generic Drug or brand name drug is dispensed.

c. **Limitations on Quantities Dispensed**

This Contract will pay for the dispensing of up to a 90-day supply of a Covered Drug on each occasion when You have a Prescription Order filled or refilled. A Copayment Amount applies to each 30-day quantity of drugs dispensed. This means when You receive a 90-day supply of drugs, You will pay *three* Copayment Amounts and any pricing differences.

Payment for benefits covered under this Contract may be denied if drugs are dispensed or delivered in a manner intended to change, or having the effect of changing or circumventing, the quantity limitations described above. For instance, if You obtain multiple refills for the same Prescription Order before the original supply is consumed.

**Article V — Limitations and Exclusions**

1. ***The benefits as described in Article IV, Section 1, of this Contract are not available for:***

- a. Any services or supplies which are not Medically Necessary and essential to the diagnosis or direct care and treatment of a sickness, injury, condition, disease, or bodily malfunction; or any Experimental/Investigational services and supplies.
- b. Any services and supplies provided to any Participant for Maternity Care.
- c. Any portion of a charge for a service or supply that is in excess of the Allowable Amount as determined by Us.
- d. Any services and supplies for which benefits are, or could upon proper claim be, provided under the Workers' Compensation law; or any services or supplies for which benefits are, or could upon proper claim be, provided under any present or future laws enacted by the Legislature of any state, or by the Congress of the United States, including but not limited to, any services or supplies for which benefits are payable under Part A and Part B of Title XVIII of the Social Security Act (Medicare), or any laws, regulations or established procedures of any county or municipality, except as provided in Article VIII, Section 8. This Subsection 1d shall not be applicable to any legislation, which specifies that the benefits of this Contract shall be deducted from the benefits available under such legislation.
- e. Any charges for services and supplies provided which require Our approval when approval is not given.
- f. Any services or supplies for which a Participant is not required to make payment or for which a Participant would have no legal obligation to pay in the absence of this or any similar coverage, (except treatment of mental illness or mental retardation by a tax supported institution).

- g. Any services or supplies provided by a person who is related to the Participant by blood or marriage.
- h. Any services or supplies provided for injuries sustained: (1) as a result of war, declared or undeclared, or any act of war; or (2) while on active or reserve duty in the armed forces of any country or international authority.
- i. Any charges as a result of suicide or attempted suicide, or intentionally self-inflicted injury, while sane or insane.
- j. Any charges: (1) resulting from the failure to keep a scheduled visit with a Physician or Professional Other Provider; or (2) for completion of any insurance forms; or (3) for acquisition of medical records.
- k. Room and board charges incurred during a Hospital Admission for diagnostic or evaluation procedures unless the tests could not have been performed on an outpatient basis without adversely affecting the Participant's physical condition or the quality of medical care provided.
- l. Any services or supplies provided during the course of a Hospital Admission or an admission in a Facility Other Provider which commences before the patient is covered as a Participant hereunder; or any services or supplies provided after the termination of the Participant's coverage, **except** as may be provided in Article VI, Section 1, Subsection f, of this Contract.
- m. Any services or supplies provided for Dietary and Nutritional Services, **except** for:
  - (1) An inpatient nutritional assessment program provided in and by a Hospital and approved by Us;
  - (2) ***Treatment of Diabetes***, and
  - (3) Dietary and nutritional evaluations provided in conjunction with ***Certain Therapies for Children with Developmental Delay***.
- n. Any services or supplies for Custodial Care.
- o. Any services or supplies provided in connection with a routine physical examination (including a routine Pap smear), diagnostic screening, or immunizations. This exclusion does not apply

to the following **except** as may be provided for in the Special Benefit Provision section in Article IV, of this Contract:

- 1. ***Mammography Screening***;
  - 2. ***Preventive Care*** up to the Calendar Year benefit maximum;
  - 3. ***Childhood Immunizations***;
  - 4. ***Certain Tests for the Detection of Prostate Cancer***;
  - 5. ***Newborn Screening Tests for Hearing Impairment***;
  - 6. ***Certain Tests for the Detection of Colorectal Cancer***; and
  - 7. ***Certain Therapies for Children with Developmental Delay***.
- p. Any services and supplies (**except** for Medically Necessary diagnostic and surgical procedures) 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.
  - q. Any services or supplies provided for orthognathic surgery after the Participant's 19th birthday. Orthognathic surgery includes, but is not limited to, correction of congenital, developmental or acquired maxillofacial skeletal deformities of the mandible and maxilla.
  - r. Any items of *Medical-Surgical Expense* incurred for dental care and treatments, dental surgery, or dental appliances, **except** as provided in Article IV, Section 1, of this Contract.
  - s. Any services or supplies provided for Cosmetic, Reconstructive, or Plastic Surgery, **except** as may be provided for in Article IV, Section 1, of this Contract.

- t. Any services or supplies provided for:
  - (1) Treatment of myopia and other errors of refraction, including refractive surgery; or
  - (2) Orthoptics or visual training; or
  - (3) Eyeglasses, contact lenses or hearing aids, provided that intraocular lenses and cochlear implant devices shall be specific exceptions to this exclusion; or
  - (4) Examinations for the prescription or fitting of eyeglasses, contact lenses or hearing aids, **except** as may be provided for in the Special Benefit Provision section in Article IV of this Contract.
- u. Any services or supplies for mental and nervous disorders, except for Organic Brain Disease as defined in Article I of this Contract.
- v. Any services or supplies provided by a Licensed Hearing Instrument Aid Fitter and Dispenser.
- w. Except as specifically included as an Eligible Expense, any Medical Social Services; any outpatient family counseling and/or therapy, bereavement counseling, vocational counseling, or Marriage and Family Therapy and/or counseling; any services provided by a Licensed Clinical Social Worker, a Licensed Professional Counselor, or a Marriage and Family Therapist.
- x. Any services or supplies provided for treatment of adolescent behavior disorders, including conduct disorders and oppositional disorders.
- y. Any services or supplies provided for treatment of Chemical Dependency unless an acute life-threatening condition occurs, in which case benefits for Eligible Expenses incurred in a Hospital during the acute life-threatening stage only will be provided on the same basis as for any other sickness; any services or supplies provided by a Licensed Chemical Dependency Counselor or a Licensed Psychological Associate.
- z. Any occupational therapy services which do not consist of traditional physical therapy modalities and which are not part of an active multi-disciplinary physical rehabilitation program designed to restore lost or impaired body function.
- aa. Travel, whether or not recommended by a Physician or Professional Other Provider, except for local ground ambulance service or air ambulance service otherwise covered hereunder.
- bb. Any services or supplies provided for reduction of obesity or weight, including surgical procedures, even if the Participant has other health conditions which might be helped by a reduction of obesity or weight.
- cc. Any services or supplies provided primarily for:
  - (1) Environmental Sensitivity; or
  - (2) Clinical Ecology or any similar treatment not recognized as safe and effective by the American Academy of Allergists and Immunologists; or
  - (3) Inpatient allergy testing or treatment.
- dd. Any services or supplies provided as, or in conjunction with, chelation therapy, **except** for treatment of acute metal poisoning.
- ee. Any services or supplies provided for, in preparation for, or in conjunction with:
  - (1) Sterilization reversal (male or female);
  - (2) Transsexual surgery;
  - (3) Sexual dysfunction;
  - (4) In vitro fertilization services; and
  - (5) 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.
- ff. Any services or supplies for routine foot care, such as:
  - (1) The cutting or removal of corns or callouses, the trimming of nails (including mycotic nails) and other

hygienic and preventive maintenance care in the realm of self-care, such as cleaning and soaking the feet, the use of skin creams to maintain skin tone of both ambulatory or bedfast patients; and

- (2) Any services performed in the absence of localized illness, injury, or symptoms involving the foot; and
- (3) Any treatment of a fungal (mycotic) infection of the toenail in the absence of:
  - (a) Clinical evidence of mycosis of the toenail;
  - (b) Compelling medical evidence documenting that the patient either:
    - (i) Has a marked limitation of ambulation requiring active treatment of the foot; or
    - (ii) In the case of a non-ambulatory patient, has a condition that is likely to result in significant medical complications in the absence of such treatment; and
    - (iii) Excision of a nail without using an injectable or general anesthetic.

gg. Any drugs and medicines, **except as may be** provided under the Prescription Drug Program, that are:

- Dispensed by a Pharmacy and received by the Participant while covered under this Contract,
- Dispensed in a Provider's office or during confinement in a Hospital or other acute care institution or facility and received by the Participant for use on an outpatient basis,
- Over-the-counter drugs and medicines; or drugs for which no charge is made,
- Prescription antiseptic or fluoride mouthwashes, mouth rinses, or topical oral solutions or preparations,
- Retin-A or pharmacological similar topical drugs, or
- Smoking cessation prescription drug products requiring a Prescription Order.

hh. Any Speech and Hearing Services. This exclusion does not apply to the following **except** as provided for in the Special Benefit

Provisions section in Article IV, Section 1, of this Contract:

- (1) *Extended Care Expense*;
- (2) *Preventive Care* up to the Calendar Year benefit maximum;
- (3) *Newborn Screening Tests for Hearing Impairment*, and
- (4) *Certain Tests for Children with Developmental Delay*.

ii. Any services or supplies for Eligible Expenses incurred for a Preexisting Condition during a period of 12 months beginning with the Participant's Effective Date under this Contract. This Preexisting Condition exclusion shall not apply to a Participant:

- (1) Who was continuously covered for an aggregate of 18 months under Creditable Coverage if the previous coverage was in effect up to a date not more than 63 days before the Effective Date of the Participant's coverage under this Contract, excluding any waiting periods; and
- (2) Whose most recent Creditable Coverage was under a group health plan, a governmental plan, or a church plan.

If a Participant's most recent Creditable Coverage was under a group health plan, a governmental plan, or a church plan, but the Participant does not have aggregate Creditable Coverage totaling 18 months, We will credit the time the Participant was previously covered under Creditable Coverage if the previous coverage was in effect at any time during the 18 months preceding (1) the first day coverage is effective under this Contract if there is not a waiting period, or (2) the day the applicant files a substantially complete application for coverage if there is a waiting period.

jj. Any services or supplies for reduction mammoplasty.

kk. Any services or supplies provided for the following treatment modalities: (1) acupuncture; (2) video-fluoroscopy; (3) intersegmental traction; (4) surface EMGs; (5) manipulation under anesthesia; and (6) muscle testing through computerized kinesiology

machines such as Isostation, Digital Myograph and Dynatron.

- ll. Orthodontic or other dental appliances; splints or bandages provided by a Physician in a non-hospital setting or purchased "over-the-counter" for support of strains and sprains; orthopedic shoes which are a separable part of a covered brace, specially ordered, custom-made or built-up shoes, cast shoes, shoe inserts designed to support the arch or affect changes in the foot or foot alignment, arch supports, elastic stockings and garter belts. This exclusion does not apply to podiatric appliances as described in Article IV, Section 1m (12), of this Contract.
- mm. Any services or supplies provided for or in conjunction with a condition which has been specifically excluded for a Participant as indicated in the application which is attached to and made a part of this Contract.
- nn. Any services or supplies not specifically defined as an Eligible Expense under Article IV, Section 1, of this Contract.

**2. The benefits as described in Article IV, Section 2, of this Contract are not available for:**

- a. Drugs which do not by law require a Prescription Order from a Provider (**except** injectable insulin); and drugs, or covered devices for which no valid Prescription Order is obtained.
- b. Devices or durable medical equipment of any type (even though such devices may require a Prescription Order), such as, but not limited to, prescription contraceptive devices, therapeutic devices, artificial appliances, or similar devices (**except** disposable hypodermic needles and syringes for self-administered injections.) However, coverage for prescription contraceptive devices is provided under the medical portion of this Contract.
- c. Administration or injection of any drugs.
- d. Vitamins (**except** those vitamins which by law require a Prescription Order and for which there is **no** non-prescription alternative).
- e. Drugs dispensed in a Physician's office or during confinement while a patient in a Hospital, or other acute care institution or facility, including take-home drugs; and drugs dispensed by a nursing

home or custodial or chronic care institution or facility.

- f. Covered Drugs, devices, or other Pharmacy services or supplies for which benefits are, or could upon proper claim be, provided under any present or future laws enacted by the Legislature of any state, or by the Congress of the United States (including but not limited to, any services or supplies for which benefits are payable under Part A and Part B of Title XVIII of the Social Security Act (Medicare), or the laws, regulations or established procedures of any county or municipality, except any program which is a state plan for medical assistance (Medicaid), or any prescription drug which may be properly obtained without charge under local, state, or federal programs, unless such exclusion is expressly prohibited by law; provided, however, that the exclusions of this Section (f) shall not be applicable to any coverage held by the Participant for prescription drug expenses which is written as a part of or in conjunction with any automobile casualty insurance policy.
- g. Any services provided or items furnished for which the Pharmacy normally does not charge.
- h. Drugs for which the Pharmacy's usual and customary charge to the general public is less than or equal to the Copayment Amount provided under this Contract.
- i. Infertility medication and fertility medication; prescription contraceptive devices, non-prescription contraceptive materials, (**except** prescription oral contraceptive medications which are Legend Drugs). However, coverage for prescription contraceptive devices is provided under the medical portion of this Contract.
- j. Any prescription antiseptic or fluoride mouthwashes, mouth rinses, or topical oral solutions or preparations.
- k. 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.
- l. Covered Drugs dispensed in quantities in excess of the amounts stipulated in Article IV, Section 2c, of this Contract, or refills of any prescriptions in excess of the number of refills specified by the Physician or by law, or any drugs or medicines



dispensed more than one year following the Prescription Order date.

- m. Legend Drugs which are not approved by the U.S. Food and Drug Administration (FDA).
- n. Fluids, solutions, nutrients, or medications (including all additives and chemotherapy) used or intended to be used by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting; drugs given through routes other than subcutaneously in the home setting. This **exception** does not apply to dietary formula necessary for the treatment of phenylketonuria (PKU) or other heritable diseases.
- o. Drugs prescribed and dispensed for the treatment of obesity or for use in any program of weight reduction, weight loss, or dietary control.
- p. Drugs the use or intended use of which would be illegal, unethical, imprudent, abusive, not Medically Necessary, or otherwise improper.
- q. Drugs obtained by unauthorized, fraudulent, abusive, or improper use of the Identification Card.
- r. Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction which is not covered under this Contract, or for which benefits have been exhausted.
- s. 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.
- t. Any smoking cessation products requiring a Prescription Order.
- u. Compounded drugs that do not meet the definition of Compound Drugs as defined Article I of this Contract.

## Article VI — Termination of Coverage

1. The coverage of the Subscriber and all covered Dependents under this Contract will terminate on the earliest of the following dates:

- a. On the last day of the last period for which the premium for this Contract has been paid to Us, subject to the grace period provided in Article VII, Section 3; or
- b. On the last day of any Contract Month upon written request for termination of this Contract made by the Subscriber and received by Us prior thereto; or
- c. On the Contract Date for fraudulent or intentional misrepresentation of a material fact; or
- d. On the date of death of the Subscriber; or
- e. On the last day of any Contract Month in which a Subscriber no longer resides, lives, or works in an area for which We are authorized to do business; but only if coverage is terminated uniformly without regard to any Health Status Related Factor; or
- f. On the date following 90 days advance notice by Us to the Subscriber, but only if We are terminating all other Form No. PPO-SELCHOICE-2 Plan Contracts; provided that We offer any hospital, medical or surgical insurance coverage on a guaranteed issue basis to all applicants at the time of discontinuance of this Contract.
- g. In the event this Contract is terminated in accordance with the provisions of Subsection g above, a Participant does not elect to purchase another individual hospital, medical or surgical insurance policy, coverage for any continuous illness or injury of a Participant which commenced while this Contract was in force shall, at termination, continue during the continuous Total Disability of the Participant and shall be limited to:
  - (1) The duration of the policy benefit period; or
  - (2) Payment of maximum benefits under this Contract; or
  - (3) A period not less than 90 days.

**Total Disability**, for purposes of this Subsection g, means the complete inability of a Participant as a result of injury or sickness to perform the usual tasks of his occupation, provided such Participant is not otherwise gainfully employed for wage or profit and is under the regular care of a Physician or Professional Other Provider.

h. We may elect to terminate all individual hospital, medical or surgical coverage plans delivered or issued for delivery in this State, but only if We:

- (1) Notify the Texas Department of Insurance Commissioner not later than 180 days prior to the date coverage under the first individual hospital, medical or surgical health benefit plan terminates;
- (2) Notify each covered Participant not later than 180 days prior to the date on which coverage terminates for that Participant; and
- (3) Act uniformly without regard to any Health-Status Related Factor of covered individuals or Dependents of covered individuals who may become eligible for coverage.

2. In addition to the provisions of Section 1, above, the coverage of any Dependent under this Contract shall terminate on the earliest of the following dates:

a. At the end of the Contract Month in which the Dependent ceases to be a Dependent as defined in Article I, Section 18, of this Contract, provided that:

- (1) If such date falls within a period for which We have accepted premium, coverage shall not terminate until the last day of such period; or
- (2) Coverage for any unmarried child who is medically certified as Disabled and dependent upon You shall not terminate upon reaching age 25 if the child continues to be both: (a) Disabled, and (b) dependent upon You for more than one-half of his support as defined by the Internal Revenue Code of the United States.

**Disabled** means any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. The disability must begin while the child is covered under this Contract and before the child attains 25. You must submit satisfactory proof of the disability and dependency to Us within 31 days following the child's attainment of age 25. As a condition to the continued coverage of a child as a disabled Dependent beyond age 25, We may require periodic

certification of the child's physical or mental condition but not more frequently than annually after the two-year period following the child's attainment of age 25.

- b. On the date of death of the Dependent; or
- c. On the last day of any Contract Month on written request for termination of the Dependent's coverage made by the Subscriber and received by Us prior thereto; or
- d. On the last day of any Contract Month in which a Dependent no longer resides, lives, or works in an area for which We are authorized to do business; but only if coverage is terminated uniformly without regard to any Health Status Related Factor.

3. Notwithstanding the provisions of Section 1, above, within 30 days of the death of the Subscriber:

- a. If there is a surviving spouse, all remaining eligible Dependents may jointly elect in written notice to Us to continue this Contract with the surviving spouse as Subscriber.
- b. If there is no surviving spouse, each Dependent may elect in written notice to Us to continue this Contract in his own name.

4. Notwithstanding the provisions of Section 2, above, within 30 days of a divorce, marriage of a child, or a child attaining age 25, the former Dependent losing coverage may elect to apply for coverage in his own name.

5. Upon timely application, We will allow coverage under the name of the applicant without evidence of insurability at the then prevailing premium rate for persons of the same age, sex and geographical location.

In the case of a change in marital status, the new Contract will have the same Effective Date as the Contract under which coverage was afforded prior to the loss of coverage. The rights provided under this Section 4 shall terminate if We do not receive the application within the 30-day period.

## Article VII — Standard Provisions

1. **Claim Forms:** We will furnish to the Subscriber, the Hospital, and/or the Participant's Physician or Other Provider, upon receipt of a notice of claim or prior

thereto, such forms as We usually furnish for filing Proof of Loss. If such forms are not furnished within 15 days after receipt of such notice by Us, the Participant shall be deemed to have complied with the requirements of this Contract as to Proof of Loss upon submitting, within the time fixed in the Contract for filing such Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**2. Contract; Amendments:**

a. This Contract and the application or applications for coverage by the Subscriber and any amendments, riders, or endorsements attached hereto, shall constitute the entire Contract. Any statements made shall be deemed representations and not warranties, and no statement made by the Subscriber in the application for this Contract shall be used in any contest or in defense of a claim hereunder unless a copy of the application is attached to this Contract when issued.

b. Only Our President, Vice President, Secretary, or an Assistant Secretary has the power to change, modify, or waive the provisions of this Contract, and then only in writing prepared at the Administrative Office and attached or endorsed hereto. We shall not be bound by any promise or representation heretofore or hereafter made by or to any agent other than as specified above.

3. **Grace Period:** A grace period of: (a) ten days for monthly, or (b) 31 days for quarterly payment of premiums shall be allowed from the due date of each premium payment, during which grace period this Contract will continue in force, subject to its termination in accordance with the provisions hereof.

4. **Legal Actions:** No action at law or in equity shall be brought to recover on this Contract 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 Contract.

5. **Misstatement of Age:** In the event the age of a Participant has been misstated, the premium rate for

such person shall be determined according to the correct age as provided in this Contract and there shall be an equitable adjustment of premium rate made so that We will be paid the premium rate at the true age of the Participant.

6. **Notice of Claim:** You shall give or cause to be given written notice to Us at Our Administrative Office at Richardson, Dallas County, Texas or Our duly authorized agent within 30 days or as soon as reasonably possible after any Participant receives any of the services for which benefits are provided herein.

Notice given to any Hospital by the Participant at the time of admission as a patient shall satisfy this requirement.

7. **Physical Examinations and Autopsy:** We, at Our own expense, shall have the right and opportunity to examine the person of the Participant for whom claim is made, when and so often as We 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.

**8. Proof of Loss:**

a. Except for services or supplies provided by a Network Provider, written Proof of Loss must be furnished to Our Administrative Office at Richardson, Dallas County, Texas, or Our duly authorized agent, no later than 90 days from the date that the services or supplies are provided to the Participant. 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.

b. Written Proof of Loss for services or supplies provided by a Network Provider must be furnished to Us by the Network Provider in strict compliance with the written contract between BCBSTX or another Blue Cross Plan and the Network Provider. In the event such written contract does not contain a time limitation for furnishing Proof of Loss, the provisions of Subsection a, above, shall be applicable.

9. **Reinstatement:** If default be made in the stipulated premium payments for this Contract, the subsequent acceptance of such premium payments by BCBSTX of Our duly authorized agents shall reinstate the Contract. For purposes of this Section 9, mere receipt and/or negotiation of a late premium payment does not constitute acceptance. The reinstated Contract shall cover only loss resulting from Accidental 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 BCBSTX shall have the same rights hereunder as they had under the Contract immediately before the due date of the defaulted premiums, including the right of the Subscriber to apply the period of time this Contract was in effect immediately before the due date of the defaulted premiums toward satisfaction of any waiting periods for benefits, 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.
10. **Time Limit on Certain Defenses:**
- a. After two years from the Effective Date of coverage for any Participant, no misstatements or omissions, except fraudulent misstatements or omissions, made in his application for coverage shall be used to void his coverage or to deny a claim for benefits on account of hospitalization or medical-surgical services provided after the expiration of such two-year period.
  - b. No claim for loss incurred with respect to any Participant under this Contract on account of hospitalization or medical-surgical services provided after the twelve-month period from the date of issue of this Contract shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Participant's Effective Date of coverage under this Contract. This Subsection b shall not apply to a disease or physical condition for which a fraudulent misstatement or omission was made by the Subscriber in his application for coverage.
11. **Rescission of Coverage:** Any omission of a material fact, or fraudulent misstatements, or intentional misrepresentation of a material fact on the Subscriber's application will result in the cancellation of Your coverage (and/or Your Dependent(s)) coverage retroactive to the Effective Date. In the event of such cancellation, Blue Cross and Blue Shield of Texas 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 effected. At any time when BCBSTX is entitled to rescind coverage already in force, BCBSTX may at its option make an offer to reform the policy already in force. This reformation could include, but not be limited to, the addition of exclusion riders and a change in 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.
- Article VIII — General Provisions**
1. **Disclaimer:** We will not be liable for any act or omission by any Hospital, Physician, or Other Provider, their agents or employees, in caring for a Participant receiving services covered under this Contract, and no responsibility attaches hereunder for inability of any Hospital, Physician, or Other Provider to furnish accommodations or services. Benefits are subject to the rules and regulations of the Hospital, facility or other institution selected by the Participant, and are available only for sickness or injury acceptable to such Hospital, facility, or other institution.
2. **Disclosure Authorization:**
- a. In consideration of Our having waived physical examination in connection with the application, You, on behalf of Yourself and Your Dependents, shall be deemed to have authorized any attending Physician, Other Provider or Hospital to furnish Us all information and records or copies of records relating to the diagnosis, treatment, or care of any Participant included under this Contract; and such Participants shall, by asserting claim for benefits hereunder, be deemed to have waived

all provisions of law forbidding the disclosure of such information and records.

- b. As a condition to the continued coverage of a child as a disabled Dependent beyond the age of 25, We shall have the right to require periodic certification of the child's physical or mental condition and dependency, but not more frequently than annually after the two-year period following the child's attainment of age 25.
3. **Gender:** Use herein of a personal pronoun in the masculine gender shall be deemed to include the feminine unless the context clearly indicates the contrary.
4. **Non-Agency:** You understand that this Contract constitutes a contract solely between You and Blue Cross and Blue Shield of Texas (BCBSTX). BCBSTX is Division of Health Care Service Corporation, a Mutual Legal Reserve Company, 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. You also understand that You have not entered into this Contract based upon representations by any person other than BCBSTX. No person, entity, or organization other than BCBSTX shall be held accountable or liable to You for any of its obligations created under this Contract. This Section 4 shall not create any additional obligations whatsoever on the part BCBSTX other than those obligations created under other provisions of this Contract.
5. **Premiums:**
  - a. The premium applicable to this Contract is determined by You, Your age, Your place of residence on each premium due date, certain health conditions or a combination of such health conditions, including but not limited to, whether or not You or a family member is a smoker or user of tobacco products, and the number and classification of the family members covered hereunder in accordance with the schedules filed with the Texas Department of Insurance. If both husband and wife are included on the same membership, Your premium will be based on the age of each adult.

To notify Us of any change in Your place of residence, You may notify Us in writing or You may call Our Customer Service department within 30 days of the date of the change.

Your place of residence means the address where You principally reside and regularly maintain physical presence.

- b. Notwithstanding the provisions of Subsection a, above, of this Section 5:
    - (1) **Change in Premium Upon Notice:** We reserve the right to adjust the premium upon 30 days notice to You. Such adjustments in rates shall become effective on the date specified in said notice. Except for a change in the number and classification of a family member, or changes in premium resulting from a change in residence or age under Paragraph (2) and/or (3), below, no adjustment in premium rate shall be made within six months of the initial premium rate.
    - (2) **Change of Residence:** If You change Your place of residence and such change results in a change in premium, the premium applicable to this Contract shall automatically change to the rate applicable to the new place of residence effective on the first day of the Contract Month following the date of such change in residence. If such change is to a lower premium rate and You fail to notify Us in writing of such change prior to the date of change, Your right to refund of overpayment shall be limited to the overpayment for the six months immediately preceding the date of notification to Us.
    - (3) **Age:** If You and/or Your spouse attain an age which results in an increased premium rate, the premium applicable to this Contract shall automatically change to the rate applicable to the new age effective on the first day of the Contract Month following Your and/or Your spouse's birthday.

6. **Refund of Benefit Payments:** If and when We determine that benefit payments hereunder have been made erroneously but in good faith, We reserve the right to seek recovery of such benefit payments from the Participant, any other insurance company, or Provider of services to whom such payments were made. We reserve the right to offset subsequent benefit payments otherwise payable by the amount of any such overpayment.

7. **Review of Claim Determinations:**

- a. When a claim is submitted properly and received by Us, it will be processed to determine whether and in what amount benefits should be paid. Some claims take longer to process than others do because they require information not provided with the claim. Examples of such matters include determination of Medical Necessity.

After processing the claim, We will determine and notify the Participant of the exact amount, if any, being paid on the claim; that the claim is being denied in whole or in part and the reason for denial; or that We require additional information before We can determine Our liability. If additional information is requested, it must be furnished before processing of the claim can be completed.

- b. Any Participant (or a parent if he is a minor) has the right to seek and obtain a full and fair review by Us of any determination of a claim, or any other determination made by Us of the Participant's benefits under this Contract.

If a Participant believes We incorrectly denied all or part of his charges and wants to obtain a review of the benefit determination, he must:

- (1) Submit a written request for review mailed to Us at Our Administrative Office in Richardson, Dallas County, Texas. The request must state the Participant's full name and Subscriber identification number and the charges on the claim he wants reviewed.
- (2) Include in the written request the items of concern regarding Our determination and all additional information (including medical information) that the Participant

believes has a bearing on why the determination was incorrect.

On the basis of the information supplied with the request for review, together with any other information available to Us, We will review Our prior determination for correctness and make a new determination. The Participant will be notified in writing of Our decision and the reasons for it within 60 days of Our receipt of the request for review. This determination will be final unless additional information, which has not previously been available for review, is provided within 60 days of the Participant's receipt of the determination.

8. **State Government Programs:**

- a. Benefits for services or supplies under this Contract 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 Article 21.4910 of the *Texas Insurance Code*.
- b. All benefits paid on behalf of a child or children under this Contract 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 Contract 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) We 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.

9. **Subrogation:** If We pay or provide benefits for You or Your Dependents under this Contract, We are subrogated to all rights of recovery which You or Your Dependent has in contract, tort or otherwise against any person, organization or insurer for the amount of benefits We have paid or provided. That means We may use Your rights to recover money through judgment, settlement or otherwise from any person, organization or insurer.

For the purposes of this provision, *Subrogation* means the substitution of one person or entity (BCBSTX) in the place of another (You or Your Dependent) with reference to a lawful claim, demand or right, so that he or she who is substituted succeeds to the rights of the other in relation to the debt or claim, and its rights or remedies.

#### ***Right of Reimbursement***

In jurisdictions where subrogation rights are not recognized, or where subrogation rights are precluded by factual circumstances, We will have a right of reimbursement.

If You or Your Dependent recovers money from any person, organization or insurer for an injury or condition for which We paid benefits under this Contract, You or Your Dependent agrees to reimburse Us from the recovered money for the amount of benefits paid or provided by Us. That means You or Your Dependent will pay Us 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 We paid or provided.

#### ***Right to Recovery by Subrogation or Reimbursement***

You or Your Dependent agrees to promptly furnish to Us all information concerning Your or Your Dependent's rights of recovery from any person, organization or insurer and to fully assist and cooperate with Us in protecting and obtaining its reimbursement and subrogation rights. Your, Your Dependent or Your attorney will notify Us before settling any claim or suit so as to enable Us to enforce Our rights by participating in the settlement of the claim or suit. You or Your Dependent further agrees not to allow the reimbursement and subrogation rights BCBSTX to be limited or harmed by any acts or failure to act on the part of You or Your Dependent.





## Notices

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## **NOTICE OF ANNUAL MEETING**

You are hereby notified that you are a Member of Health Care Service Corporation, a Mutual Legal Reserve Company, and you are entitled to vote in person, or by proxy, at all meetings of Health Care Service Corporation. The annual meeting is held at our principal office at 300 East Randolph, Chicago, Illinois at 12:30 p.m. on the last Tuesday in October.



## **IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies, which are members of the Association, are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law is found in the *Texas Insurance Code*, Article 21.28-D.)

**BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.**

### **Eligibility for Protection by the Association**

When an insurance company, which is a member of the Association, is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- **residents of Texas at the time that their insurance company is impaired**
- **residents of other states, ONLY if the following conditions are met:**
  - 1) The policyholder has a policy with a company based in Texas;
  - 2) The company has never held a license in the policyholder's state of residence;
  - 3) The policyholder's state of residence has a similar guaranty association; and
  - 4) The policyholder's is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

### **Limits of Protection by the Association**

#### ***Accident, Accident and Health, or Health Insurance:***

- up to a total of \$200,000 for one or more policies for each individual covered.

#### ***Life Insurance:***

- net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- death benefits up to a total of \$300,000 under one or more policies on any one life.

#### ***Individual Annuities:***

- net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contractholder.

#### ***Group Annuities:***

- net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contractholder; or
- net cash surrender amount up to \$5,000,000 in unallocated benefits under one contractholder regardless of the number of contracts.

**THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.**

**When you are selecting an insurance company, you should not rely on coverage by the Association.**

Texas Life, Accident, Health and Hospital  
Service Insurance Guaranty Association  
301 Congress, Suite 500  
Austin, Texas 78701  
800-982-6362

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439



## NOTICE OF MANDATED BENEFITS

This notice is to advise you of certain coverage and/or benefits provided in your health plan insured by Blue Cross and Blue Shield of Texas. This notice is required by legislation to be provided to you. *If you have questions regarding this notice, call Blue Cross and Blue Shield of Texas at 1-800-521-2227 or write us at P.O. Box 655730, Dallas, Texas 75265.*

### 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; and
- 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.

### Reconstructive Surgery After Mastectomy

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 mastectomy has been 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 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 *Inpatient Hospital Expense* or *Medical-Surgical Expense*, as shown on the Schedule of Coverage.

**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.

### Prostate Cancer Detection Examinations

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.

Cont'd

## **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 appropriately licensed health care provider, and the mother will have the option of receiving the care at her home, the health care provider's office or a health care facility.

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

## **Coverage for Tests for Detection of Colorectal Cancer**

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

- (a) a fecal occult blood test performed annually and a flexible sigmoidoscopy performed every five years, or
- (b) a colonoscopy performed every ten years.



## **Other Blue Cross and Blue Shields' Separate Financial Arrangements with Providers**

### **BlueCard**

Like all Blue Cross and Blue Shield Licensees, the Plan participates in a program called "BlueCard." Whenever Participants access health care services outside the Plan's service area, the claims for those services may be processed through BlueCard and presented to the Plan for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Participants receive covered services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), the Plan will remain responsible to the Contractholder for fulfilling the Plan's contract obligations.

However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating Providers, handling all interaction with its participating Providers. The financial terms of BlueCard are described generally below.

### **Liability Calculation Method Per Claim**

The calculation of the Participant's liability on claims for covered services incurred outside the Plan's service area and processed through BlueCard will be based on the lower of the Provider's billed charges or the negotiated price the Plan pays the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's Provider contracts. The negotiated price paid to a Host Blue by the Plan on a Claim for health care services processed through BlueCard may represent:

- (i) The actual price paid on the claim by the Host Blue to the health care Provider ("Actual Price"), or
- (ii) An estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Blue's health care Providers or one or more particular Providers ("Estimated Price"), or
- (iii) An average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its Providers or for a specified group of Providers ("Average Price"). An Average Price may result in greater variation to the Participant and the Contractholder from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or an Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over - or underestimation of past prices. However, the amount paid by the Participant is a final price and will not be affected by such prospective adjustment.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating the Participant's liability for covered services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Blue would then calculate Participant's liability for any covered services consistent with the applicable state statute in effect at the time the Participant received those covered services.

### **Return of Overpayments**

Under BlueCard, recoveries from a Host Blue or from participating Providers of a Host Blue can arise in several ways, including but not limited to anti-fraud and abuse audits, Provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.



### IMPORTANT TO YOUR COVERAGE

To pay less out-of-pocket expenses and to receive the higher level of benefits for your health care costs, it is to your advantage to use Network Providers. If you use Network Providers, you will not be responsible for any charges over the Allowable Amount as determined by BCBSTX. What follows is an example of how much you would pay if you use a Network Provider and how much you would pay if you use a non-contracting Out-of-Network Provider. To make the example easier to follow, assume the Allowable Amount is the same:

#### EXAMPLE ONLY

	<b>In-Network</b> 80% of eligible charges \$250 Deductible	<b>Out-of-Network</b> 75% of eligible charges \$500 Deductible
Amount Billed	\$20,000	\$20,000
Allowable Amount	\$5,000	\$5,000
Deductible Amount	\$250	\$500
Plan's Coinsurance Amount	\$3,800	\$3,325
Your Coinsurance Amount	\$950	\$1,675
Non-Contracting Provider's additional charge to you	None	\$15,000 <sup>1</sup>
<b>YOUR TOTAL PAYMENT</b>	<b>\$1,200</b> to a Network Provider	<b>\$17,175</b> to a Non-contracting Out-of- Network Provider

Even when you consult a Network Provider, ask questions about any of the Providers rendering care to you. For example, if you are scheduled for surgery, for example, ensure that your Network surgeon will be using a Network facility for your procedure and a Network Provider for your anesthesia services.

<sup>1</sup> If you choose to receive services from an Out-of-Network Provider, inquire if he participates in a contractual arrangement with BCBCTX. Providers who do not contract with BCBSTX or any other Blue Cross and Blue Shield plan will bill the patient for expenses over the Allowable Amount. Please refer to the section entitled *PARPLAN* in the Contract.



## Amendments

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## An Amendment

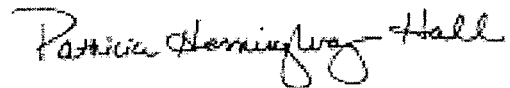
Effective January 1, 2003

To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Plan Insurance Contract.

*Your Contract is amended as follows:*

Article I of this Contract is amended by adding the following new Professional Other Provider:

- Surgical Assistant

A handwritten signature in cursive script, reading "Patricia Hemminger Hall".

President







P.O. Box 660044  
Dallas, Texas 75266-0044

# Claim Form to Pay Insured/Subscriber

**Please Print or Type** **Each item on this form needs to be completed.**  
**Instructions for completion are listed on the reverse side.**

<b>1</b> Insured/Subscriber Name (Last, First, Middle Initial)		<b>2</b> Group Number		Insured/Subscriber Identification Number (from ID card)	
Mailing Address		Patient's Full Name (Last, First, Middle)			
City & State		Zip Code		Patient's Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Patient's Date of Birth Month      Day      Year ____ / ____ / ____
Insured Employed? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Retired		Date of Retirement Month      Date      Year ____ / ____ / ____		Patient's Relationship to Insured 1. <input type="checkbox"/> Self 2. <input type="checkbox"/> Spouse 3. <input type="checkbox"/> Child 4. <input type="checkbox"/> Other (explain) _____	
<b>3</b> Type of treatment received: Check only one type and attach itemized statements. Please use a separate claim form for each different type of treatment. <b>*Please note:</b> Preventive care includes immunizations, routine well baby care, routine physical examinations, vision and hearing exams.		<input type="checkbox"/> Injury — Date of Accident: _____ <input type="checkbox"/> Illness — Date of First Symptom: _____ <input type="checkbox"/> Pregnancy — Date of Conception: _____ <input type="checkbox"/> Preventive — Date of Service: _____		Month      Day      Year ____ / ____ / ____ ____ / ____ / ____ ____ / ____ / ____ ____ / ____ / ____	
<b>4</b> Describe: Diagnosis, Symptoms of Illness or Injury or explain Preventive or Routine care received. _____ _____ _____					
<b>5</b> Was Illness or Injury work connected? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name and Address of Employer _____ _____			
<b>6</b> If Injury, was motor vehicle involved? <input type="checkbox"/> Yes <input type="checkbox"/> No		_____ _____			
<b>7</b> Is patient covered under any other Health Benefits Plan (besides Medicaid, Medicare or CHAMPUS)? <input type="checkbox"/> Yes <input type="checkbox"/> No Insuring Co. _____ Policy # _____ Month      Day      Year Address _____ Effective Date of Coverage ____ / ____ / ____ Employer _____ Sex <input type="checkbox"/> Male <input type="checkbox"/> Female Birthdate ____ / ____ / ____ Insured _____ Relationship to Patient _____ (Insured)      (Insured)					
If the other coverage is primary, attach the other insurance company's Explanation of Benefits					
<b>8</b> Medicare — Is the Patient:		Month      Day      Year			
a) Entitled to Benefits Under Medicare Hospital Insurance (Part A)?		<input type="checkbox"/> Yes <input type="checkbox"/> No    Effective ____ / ____ / ____			
b) Entitled to Benefits Under Medicare Medical Insurance (Part B)?		<input type="checkbox"/> Yes <input type="checkbox"/> No    Effective ____ / ____ / ____			
c) Entitled to Benefits Under Medicare due to a disability?		<input type="checkbox"/> Yes <input type="checkbox"/> No    Effective ____ / ____ / ____			
Patient's Medicare Identification No. (From Medicare ID Card) _____					
<b>9</b> I certify the above is complete and correct and that I am claiming benefits only for charges incurred by the patient named above. Authorization is hereby given to any Hospital, Physician, Dentist, Provider, Insurance Carrier or other entity to give Blue Cross and Blue Shield of Texas, upon request, any medical information which the Plans in their judgment deem necessary to the adjudication of this claim. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.					

Signature of Insured

Date \_\_\_\_\_

Daytime Telephone Number

Itemized Bill(s) for Covered Services and Supplies must be attached  
(See Instructions on Reverse Side)

## Instructions

**Important: Do Not file this form if your Provider of Service is submitting these charges to Blue Cross and Blue Shield of Texas.**

**Please complete every item on claim form.**

- 1** Insured's/Subscriber's Name, Address and Employment Status  
Please show the insured's/subscriber's name exactly as it appears on the Blue Cross and Blue Shield of Texas identification card and specify the current address including the ZIP code. Check appropriate box indicating the insured's /subscriber's employment status. If retired, give date of retirement.
- 2** Patient Information  
Make sure the group number and identification number are exactly as shown on the insured's identification card. List patient's full name; no nicknames or initials please. Check the appropriate blocks for the patient's sex and relationship to the insured. Ensure the patient's correct date of birth is shown.
- 3** Type of Treatment Received  
Check only one treatment type (injury, illness, pregnancy or preventive care) and specify date of injury, date of first symptom, date of conception or date preventive care was received. You may attach multiple itemized statements if they are for one type of treatment (example: illness only, preventive care only).
- 4** Diagnosis or Symptoms of Illness or Injury  
Give diagnosis or a brief description of symptoms. If preventive care services were received, state the type of care (routine physical, hearing exam, vision exam or immunization diagnosis, etc.).
- 5** If Illness or Injury is in any way work related  
Check appropriate box and enter name and address of employer.
- 6** If Motor Vehicle Injury  
Check appropriate box.
- 7** Other Insurance  
Please check appropriate box. If "yes," complete the required information.
- 8** Medicare Information  
Please check appropriate box concerning Medicare eligibility. If "yes," show effective date and give Medicare identification number.  
  
Medicare Enrollees should include a copy(s) of the Medicare Explanation of Benefits Form(s) (EOB) with their itemized statements unless patient is actively employed and requires group coverage to pay primary.
- 9** Insured's Signature, Date and Daytime Telephone Number  
Please sign and date this form and attach your physician's itemized letterhead statement(s). The itemized statement(s) should contain all the information shown in the following example:

### Itemized Bills Cannot Be Returned Example of Itemized Bill

Dayton Penridge, M.D. 101 Fourth Street Healthville, U.S.A.		Name of the person or organization providing the services or supplies.
Name of the patient receiving the Services or supplies	For Professional Services Rendered To: Virginia E. Warowes	Diagnosis: Arthritis
Date each service or supply was provided	3/1/87 Office Care Examination Cortisone Injection 3/2/87 Examination at Home 3/6/87 Physical Therapy	Charge for each service or supply \$XXX XXX XXX XXX

**NOTE:** Bills for Private Duty Nursing Service must show the professional status of the nurse (R.N. — Registered Nurse, L.V.N. — Licensed Vocational Nurse), the nurse's license number, and must be accompanied by a statement from your physician indicating medical necessity and daily nurse's progress notes.

Description of the services or supplies provided

Please cross out those charges which were included on a previous claim.

**FOR OTHER THAN PRESCRIPTION DRUG CARD HOLDERS:** Bills for Prescription Drugs must show the name of each drug, the prescription number, the quantity dispensed, the date of purchase, and the amount charged for each drug. If drug is generic then the pharmacist must also indicate on itemized bill.

*This completed form, together with the itemized bills should be submitted to:*

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

**Additional copies of this form may be obtained from your Employer, our nearest Blue Cross and Blue Shield Area Office, or the above address.**

## Automatic Premium Payment Program

### Authorization Agreement



**BlueCross BlueShield  
of Texas**

**Take these 3 simple steps to hassle-free monthly premium payments**

- Complete and sign this authorization agreement.
- Verify with your financial institution that they can accept automated electronic withdrawals.
- Return this authorization and a blank check marked VOID for the account from which funds are to be withdrawn to:

**Blue Cross and Blue Shield of Texas**

P.O. Box 833819

Richardson, Texas 75083-3819

### A G R E E M E N T

I, as account holder, hereby authorize Blue Cross and Blue Shield of Texas (BCBSTX) to initiate withdrawals on a monthly basis from my account at the financial institution named in this authorization for payment of monthly insurance premium due for the named policyholder; and, I authorize the financial institution to charge such withdrawals to my account. A draft shall be drawn each month on or about the premium due date of the policy/contract. As the account holder, by signing below, I also certify, in the event that this draft is being drawn from a company checking account, that I am authorized to approve this transaction, that the company is not paying any portion of the premium for this subscriber, either directly, or through reimbursement, and that the employer/company is not deducting any part of the premiums from gross income under section 106 or section 162 of the Internal Revenue Code. I understand that both the financial institution and BCBSTX reserve the right to terminate this payment program and/or my participation therein. I also understand that I may discontinue this payment program, (except on individual temporary contracts) at any time with at least 10 days advance notice to BCBSTX by telephone prior to a scheduled withdrawal date.

As policyholder, I am authorizing my insurance premium due be paid as described in this agreement and agree that if any withdrawal is dishonored, the premium payment for such withdrawal will be considered in default. I also authorize, as policyholder, the disclosure of my policy identification/group numbers and any other necessary personal information on the financial institution's statements to identify to the account holder named for whom withdrawals are being made.

#### **Please complete the following • Print or Type information**

\_\_\_\_ Yes, I elect to have my insurance premium paid monthly thru the Automatic Premium Payment Program.

Policyholder: Name \_\_\_\_\_

Group Number \_\_\_\_\_ Subscriber Number \_\_\_\_\_

Daytime Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Accountholder: Name(s) \_\_\_\_\_

*As shown on Account Records*

Daytime Phone Number \_\_\_\_\_

Home Address \_\_\_\_\_

Full Name of Financial Institution \_\_\_\_\_

Account Number \_\_\_\_\_

**I have read and accept the above agreement.**

Policyholder Signature \_\_\_\_\_

Accountholder Signature(s) (if different from the Policyholder) \_\_\_\_\_

*As accepted by Financial Institution*



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





**SECTION A – Individual whose Protected Health Information (PHI) will be disclosed.**

**SECTION B – I authorize the person(s) listed below to inquire/receive information about the following:**

This information will be provided by Blue Cross and Blue Shield of Texas/HCSG employees.

**SECTION C – I understand by completing this form I agree to the following:**

- SECTION D – This Authorization is at my request.**

Today's Date \_\_\_\_\_

Relationship to Individual

City

State

ZIP

8711.894-1003

# **Texas — Individual Products**

## **Authorization to Disclose Protected Health Information (PHI)**

(Instructions for filling out this form)

Under the HIPAA Privacy Rule, an individual may authorize release of his or her protected health information (PHI) to a specific person. Please follow the instructions below for completing the Blue Cross and Blue Shield of Texas (BCBSTX) Direct Markets Authorization to Disclose Protected Health Information (PHI) Form. Please contact BCBSTX at the telephone number on the back of your card if you have questions about completing this form.

**Please Remember:**

- One authorization form can be used for a range of and/or multiple services or providers.
- Authorization forms can be completed claim by claim, procedure by procedure, or for a range of services within specified timeframes.
- The individual's use of an Authorization Form is always totally voluntary.

**Section A:** Include information identifying the individual whose PHI will be disclosed. The individual may be the applicant, subscriber, his or her spouse, a dependent, or any other individual covered or applying for coverage under the subscriber's membership.

**Section B:** Complete information identifying the person(s) authorized to receive the individual's PHI. For example, the individual could authorize disclosure of his or her PHI to a close friend, a broker, an attorney, or a specific member of his or her employer's benefits staff.

The individual may also authorize disclosure of his or her PHI to an organization. Include information identifying the organization's job titles to receive the PHI (e.g., Benefits Representatives, Human Resources Department, ABC Company; or Client Representatives, XYZ Insurance Agency, etc).

**Be sure to check the appropriate boxes to indicate the type of information you are authorizing us to share with the person(s) named in this section.**

**Section C:** Please include an expiration date in the space provided and read carefully before signing the authorization.

**Section D:** Include the signature of the individual whose PHI will be disclosed. If the individual is a minor dependent under age 18, a parent or guardian may sign the authorization. The Individual's Personal Representative may sign if the individual is not able to so do. (A Personal Representative has received legal authority to represent the individual)

**Section E:** If the individual's Personal Representative has signed Section D, the Personal Representative must also complete this section and provide supporting documentation, if necessary.

**Other Information:**

If a brokerage agency is listed on the authorization, the proper job titles allowed to request PHI should be identified (e.g. broker, administrative assistant, etc. in XYZ Insurance Agency). The insured can include a range of dates and multiple providers on one form. These forms can be used on per claim basis, per procedure or a range of services within certain timeframes.

Please mail the completed Texas Direct Markets Authorization Form to the following address:

Blue Cross and Blue Shield of Texas  
Direct Markets Disclosure Authorization  
PO Box 833819  
Richardson, Texas, 75083-3819



*your benefit guide  
and contract*



**BlueCross BlueShield  
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*

8708.829-904





BlueCross BlueShield  
of Texas

## **HIPAA NOTICE OF PRIVACY PRACTICES**

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

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**PLEASE REVIEW IT CAREFULLY.**

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#### **Our Responsibilities**

We are required by applicable federal and state law to maintain the privacy of your protected health information. "Protected health information" (PHI) is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect November 10, 2008 and will remain in effect until we replace it.

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

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

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#### **Uses and Disclosures of Protected Health Information**

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

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

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

**Health Care Operations:** We may use and disclose your PHI in connection with our health care operations. Health care operations include the

business functions conducted by a health insurer. These activities may include providing customer services, responding to complaints and appeals from members, providing case management and care coordination under the benefit plans, conducting medical review of claims and other quality assessment and improvement activities, establishing premium rates and underwriting rules. In certain instances, we may also provide PHI to the plan sponsor of a group health plan. We may also in our health care operations disclose PHI to business associates<sup>1</sup> with whom we have written agreements containing terms to protect the privacy of your PHI.

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<sup>1</sup> A "business associate" is a person or entity who performs or assists Blue Cross Blue Shield of Texas with an activity involving the use or disclosure of medical information that is protected under the Privacy Rules.



We may disclose your PHI to another entity that is subject to the federal Privacy Rules and that has a relationship with you for its health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, case management and care coordination, or detecting or preventing health care fraud and abuse.

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

**On Your Authorization:** You may give us written authorization to use your PHI or to disclose it to another person and for the purpose you designate. If you give us an authorization, you may withdraw it in writing at any time. Your withdrawal will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your PHI for any reason except those described in this notice.

We will make disclosures of any psychotherapy notes we may have only if you provide us with a specific written authorization or when disclosure is required by law.

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

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

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

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

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

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

- to coroners, medical examiners, and funeral directors;
- to an organ procurement organization; and
- in connection with certain research activities.

**Use and Disclosure of Certain Types of Medical Information:** For certain types of PHI we may be required to protect your privacy in ways more strict than we have discussed in this notice. We must abide by the following rules for our use or disclosure of certain types of your PHI:

- **HIV Test Results.** We may not disclose the result of any HIV test unless required by law or the disclosure is to you, your personal representative, a physician or other person who ordered the test, or a health care worker who has a legitimate need to know the results of the test for safety purposes; or pursuant to an authorization signed by you providing us permission to disclose to an insurance medical



information exchange, a reinsurer, or to our attorneys.

- *Genetic Information.* If any genetic test information is included in claims or records we receive, we may not use or disclose your genetic information unless the use or disclosure is authorized by law or you provide us with written permission to disclose such information.
- *Status as Victim of Family Violence.* We may not disclose your status as a victim of family violence unless the disclosure is to you; to a physician or health care provider for the provision of health care services; to a licensed physician designated by you; as required by law or pursuant to an order of the Texas Insurance Commissioner or a court order; to our attorneys; or when necessary for our payment and health care operations if to a reinsurer, a party to a sale of all or part of our business or to medical and claims personnel we contract with, providing we cannot without undue hardship first segregate the medical information in a way that does not disclose your status as a victim of family violence.

- *Mental Health Information.* We may not disclose your mental health information except for the same purposes for which we received the information or as may be required by law.
- *Confidential Communications from a Physician.* We may not disclose confidential information about you that we receive from a physician for any purpose other than for which we received the information or as may be required by law.
- *Medical Information We Receive While Performing Utilization Review.* If we collect or receive your medical information while performing utilization review activities, we may not disclose that information unless the disclosure is required by law or to an individual or entity that we have contracted with to aid us in performing utilization review.

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## Individual Rights

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

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

**Disclosure Accounting:** You have the right to receive a list of instances for the 6-year period, but not before April 14, 2003 in which we or our business associates disclosed your PHI for purposes, other than treatment, payment, health care operations, or as authorized by you, and for certain other activities. If you request this accounting more than

once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fee structure at your request.

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

**Confidential Communication:** You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations. You must make your request in writing. This right only applies if the information could endanger you if it is not communicated by the alternative means or to the alternative location you want. You do not have to explain the basis for your



request, but you must state that the information could endanger you if the communication means or location is not changed. We must accommodate your request if it is reasonable, specifies the alternative means or location, and provides satisfactory explanation how payments will be handled under the alternative means or location you request.

**Amendment:** You have the right, with limited exceptions, to request that we amend your PHI. Your request must be in writing, and it must explain why the information should be amended. We may deny your request if we did not create the information you want amended and the originator remains available or for certain other reasons. If we deny your request, we

will provide you a written explanation. You may respond with a statement of disagreement to be attached to the information you wanted amended. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

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

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## Questions and Complaints

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

If you are concerned that we may have violated your privacy rights, you may complain to using the contact information listed at the end of this notice. You also may submit a written complaint to the U.S.

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

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

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

*You may also contact us using the toll-free number located on the back of your BCBSTX's member identification card.*





## An Amendment

Effective January 1, 2012

To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* PPO Select® Choice Plan Insurance Contract.

Your Contract is amended as follows:

1. Article I of this Contract is amended by deleting the wording of Section 17 in its entirety and substituting the following:

### 17. Dependent means:

- a. A Subscriber's spouse; or
- b. Any unmarried child who is under 25 years of age.

### Child means:

- (1) The natural child of the Subscriber; or
- (2) A legally adopted child of the Subscriber (including a child for whom the Subscriber is a party in a suit in which the adoption of the child is being sought); or
- (3) A stepchild; or
- (4) A child for whom the Subscriber has received a court order or an order requiring that Participant have financial responsibility for providing health insurance; or
- (5) A grandchild of the Subscriber who is dependent upon the Subscriber for federal income tax purposes at the time application for coverage is made.

2. Article I, Section 44, of this Contract is by adding the following new subsections.

Outpatient Contraceptive Services and prescription contraceptive devices. However, coverage for prescription oral contraception medications is provided under the Prescription Drug Program.

Telehealth Service and Telemedicine Medical Service.

3. Article I, Section 56, of this Contract is amended by adding the following Professional Other Provider:

Nurse First Assistant

4. Article I of this Contract is amended by adding the following new definitions:

Outpatient Contraceptive Services means a consultation, examination, procedure or medical service that is provided on an outpatient basis and that is related to the use of a drug or device intended to prevent pregnancy.

Telehealth Service means a health service, other than a telemedicine medical service, delivered by a licensed or certified health professional acting or certification who does not perform a telemedicine medical service that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including:

- a. Compressed digital interactive video, audio, or data transmission;
- b. Clinical data transmission using computer imaging by way of still-image capture and store and forward; and
- c. Other technology that facilitates access to health care services or medical specialty expertise.

**Telemedicine Medical service** means a health care service initiated by a Physician or provided by a health professional acting under Physician delegation and supervision for purposes of patient assessment by a health professional, diagnosis or consultation by a Physician, treatment, or the transfer of medical data, that requires the use of advanced telecommunications technology, other than by telephone or facsimile, including:

- a. Compressed digital interactive video, audio or data transmission;
- b. Clinical data transmission using computer imaging by way of still-image capture; and
- c. Other technology that facilitates access to health care services or medical specialty expertise.

5. Article IV, Section m, of this Contract is amended by adding the following new subsections:

#### **Benefits for Treatment of Acquired Brain Injury**

Benefits for Eligible Expenses incurred for Medically Necessary treatment of acquired brain injury will be determined on the same basis as treatment for any other physical condition. Eligible Expenses include the following services as a result of and related to an acquired brain injury:

- Cognitive rehabilitation therapy;
- Cognitive communication therapy;
- Neurocognitive therapy and rehabilitation;
- Neurobehavioral, neuro-physiological, neuro-psychological, and psychophysiological testing or treatment;
- Neurofeedback therapy;
- Remediation;
- Post-acute transition services; and
- Community reintegration services.

#### **Benefits for Certain Tests for Detection of Colorectal Cancer**

If a Participant 50 years of age or older and who is at normal risk for developing colon rectal cancer incurs *Medical-Surgical Expense* for a diagnostic medically recognized screening examination for the detection of colorectal cancer, benefits will be determined on the same basis as for any other sickness for a:

- Fecal occult blood test performed annually and flexible sigmoidoscopy performed every five years; or
- Colonoscopy performed every ten years.

6. Article V, Section 1, of this Contract is amended by deleting the wording of subsection o in its entirety and substituting the following:

- o. Any services or supplies provided in connection with a routine physical examination (including a routine Pap smear), diagnostic screening, or immunizations. This exclusion does not apply to the following except as provided for in the Special Benefit Provisions section in Article IV, of this Contract:

1. Mammography Screening,
2. Well-Child Care,
3. Childhood Immunizations,
4. Certain Tests for the Detection of Prostate Cancer,
5. Screening Tests for Hearing Impairment, and
6. Certain Tests for the Detection of Colorectal Cancer.

7. Article V, Section 1, of this Contract is amended by deleting the wording of subsection u in its entirety and substituting the following:
- u. Any services or supplies for mental or nervous disorders. This exclusion does not apply to the following **except** as may be provided in this Contract for Organic Brain Disease as defined in Article I, and acquired brain injury as described in Article IV, of this Contract, as amended.
8. Article V, Section 1, of this Contract is amended by deleting the wording of subsection w in its entirety and substituting the following:
- w. Except as specifically included as an Eligible Expense in this Contract, any Medical Social Services; any outpatient family counseling and/or therapy; bereavement counseling, vocational counseling; or any services or supplies provided by a Licensed Master Social Worker-Advanced Clinical Practitioner, Licensed Professional Counselor, or a Marriage and Family Therapist.
9. Article IV, Section 2, of this Contract, is amended by deleting the wording of subsection b in its entirety and substituting the following:
- b. Devices or durable medical equipment of any type (even though such devices may require a Prescription Order), such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, or similar device, artificial appliances, or similar devices (**except** disposable hypodermic needles and syringes for self-administered injections). However, coverage for contraceptive devices is provided under the medical portion of this Contract.
10. Article V, Section 2, of this Contract is amended by deleting the wording of subsection i in its entirety and substituting the following:
- i. Contraceptive devices, non-prescriptive contraceptive materials (**except** oral contraceptive medications which are Legend Drugs), infertility medication and fertility medications. However, coverage for contraceptive devices is provided under the medical portion of this Contract.
11. Article VI, Section 2, Subsection a, of this Contract is amended by deleting the wording of paragraph (2) in its entirety and substituting the following:
- (2) Coverage for any unmarried child who is medically certified as Disabled and dependent upon You shall not terminate upon reaching age 25 if the child continues to be both (a) disabled, and (b) dependent upon You for more than one-half of his support as defined by the *Internal Revenue Code* of the United States.
- Disabled* mean any medically determinable physical or mental condition that prevents the child from engaging in self-sustaining employment. The disability must begin while the child is covered under this Contract and before the child attains age 25. You must submit proof of the disability and dependency to Us within 31 days following the child's attainment of age 25. As a condition to the continued coverage of a child as a disabled Dependent beyond age 25. We may require periodic or mental condition but not more frequently than annually after the two-year period following the child's attainment of age 25.
12. Article VI, of this Contract is amended by deleting the wording of Section 4 in its entirety and substituting the following:
- 4. Notwithstanding the provision of Section 2, above, within 30 days of a divorce, marriage of a child, or attaining age 25, the former Dependent losing coverage may elect to apply for coverage in his own name.

Upon timely application, We will allow coverage under the name of the applicant without evidence of insurability at the then prevailing premium rate for persons of the same age, sex and geographical location.

In the case of a change in marital status, the new Contract will have the same Effective Date as the Contract under which coverage was afforded prior to the loss of coverage. The rights provided under this Section 4 shall terminate if We do not receive the application within the 30-day period.

13. Article VIII, Section 2, of this Contract is amended by deleting the wording of Subsection b, in its entirety and substituting the following:

- b. As a condition to the continued coverage of a child as a disabled Dependent beyond the age of 25, We shall have the right to require periodic certification of the child's physical or mental condition and dependency, but no more frequently than annually after the two-year period following the child's attainment of age 25.

*Patricia Hemingway Hall*  
President

## An Amendment

Effective January 1, 2006 and thereafter

To be attached to and made a part of your Blue Cross and Blue Shield of Texas individual health insurance Contract

Your Contract is amended as follows:

Article I of this Contract is amended by deleting the definition of "Creditable Coverage" in its entirety and substituting the following:

**Creditable Coverage** means coverage under any one of the following:

- a. A group health plan that is a self-funded or self-insured employee welfare benefit plan that provides health benefits and that is established in accordance with the Employee Retirement Income Security Act of 1974;
- b. Health insurance coverage consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any hospital or medical service policy or certificate, hospital or medical service plan contract, or HMO contract offered by a health insurance issuer. Health insurance coverage includes:
  - (1) group health insurance coverage;
  - (2) individual health insurance coverage; and
  - (3) short-term, limited-duration insurance;
- c. Part A or Part B of Title XVIII of the Social Security Act (Medicare);
- d. Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines);
- e. Title 10 Chapter 55, *United States Code* (medical and dental care for members and certain former members of the uniformed services, and for their dependents);
- f. A medical care program of the Indian Health Service or of a tribal organization;
- g. A State health benefits risk pool;
- h. A health plan offered under Title 5 U.S.C. Chapter 89 (the Federal Employees Health Benefits Program);
- i. A public health plan. For purposes of this section, a public health plan means any plan established or maintained by a State, the U.S. government, a foreign country, or any political subdivision of a State, the U.S. government, or a foreign country that provides health coverage to individuals who are enrolled in the plan;
- j. A health benefit plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(c)); or
- k. Title XXI of the Social Security Act (State Children's Health Insurance Program.)

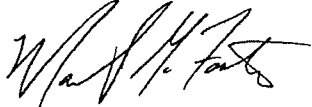
***Creditable Coverage does not include:***

- a. Coverage only for accident (including accidental death and dismemberment);
- b. Disability income coverage;
- c. Liability insurance, including general liability insurance and automobile liability insurance;
- d. Coverage issued as a supplement to liability insurance;
- e. Workers' compensation or similar coverage;

- f. Automobile medical payment insurance;
- g. Credit-only insurance (for example, mortgage insurance);
- h. Coverage for onsite medical clinics;
- i. Limited scope dental benefits, visions benefits, or long-term care benefits if they are provided under a separate policy, certificate, or contract of insurance;
- j. Flexible spending accounts (FSAs) if they meet the definition of a health FSA in IRC Sec. 106(c)(2) and (a) the maximum benefit payable for the employee under the FSA for the year does not exceed two times the employee's salary reduction election under the FSA for the year; and (b) the employee has other coverage available under a group health plan of the employer for the year; and (c) the other coverage is not limited to benefits that are excepted benefits;
- k. Coverage for only a specified disease or illness or Hospital indemnity or other fixed indemnity insurance;
- l. Medicare supplemental health insurance (as defined under section 1882(g)(1) of the Social Security Act; also known as Medigap or MedSupp insurance);
- m. Coverage supplemental to the coverage provided under Chapter 55, Title 10, *United States Code* (also known as TRICARE supplemental programs); and
- n. Similar supplemental coverage provided to coverage under a group health plan.

Except as changed by this amendment, all terms, conditions, limitations and exclusions of the Contract to which this amendment is attached will remain in full force and effect. This amendment shall become effective on the date stipulated above.

Blue Cross and Blue Shield of Texas

By:   
\_\_\_\_\_  
President

Date: \_\_\_\_\_

## An Amendment

Effective July 1, 2007

To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Plan Insurance Contract.

*Your Contract is amended as follows:*

1. **ARTICLE I - DEFINITIONS** Section of Your Contract is amended by deleting the definition of **Health Status Related Factor** and adding the following new definition:

**Health Status Related Factor** means:

- a. Health status;
  - b. Medical condition, including both physical and mental illness;
  - c. Claims experience;
  - d. Receipt of health care;
  - e. Medical history;
  - f. Genetic information;
  - g. Evidence of insurability; and
  - h. Disability.
2. **ARTICLE III - PAYMENT OF BENEFITS; PARTICIPANT/PROVIDER RELATIONSHIP** Section of Your Contract is amended by deleting the last item of the **Payment of Benefits** subsection and replacing it with the following new item:
    - d. Any benefits payable to You shall, if unpaid at Your death, be paid to Your beneficiary; if there is no beneficiary, then such benefits shall be paid to Your estate.
  3. **ARTICLE VI – TERMINATION OF COVERAGE**, Section 1, of Your Contract is amended by deleting the following wording in its entirety:

On the last day of any Contract Month in which a Subscriber no longer resides, lives, or works in an area for which We are authorized to provide coverage, but only if coverage is not renewed or not continued uniformly without regard to any Health Status Related Factor of covered individuals; or

and replacing it with the following:

On the last day of any Contract Month in which a Subscriber no longer resides, lives, or works in an area in which We are authorized to provide coverage, but only if all policies are not renewed or not continued uniformly without regard to any Health-Status Related Factor of covered individuals; or

4. **ARTICLE VI – TERMINATION OF COVERAGE**, Section 2, of Your Contract is amended by deleting the following wording in its entirety:

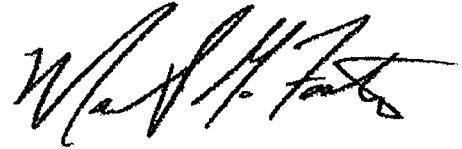
On the last day of any Contract Month in which a Dependent no longer resides, lives, or works in an area for which We are authorized to provide coverage, but only if coverage is not renewed or not continued uniformly without regard to any Health Status Related Factor of covered individuals.

and replacing it with the following:

On the last day of any Contract Month in which a Dependent no longer resides, lives, or works in an area in which We are authorized to provide coverage, but only if all policies are not renewed or not continued uniformly without regard to any Health-Status Related Factor of covered individuals; or

5. **ARTICLE VII – STANDARD PROVISIONS** of Your Contract is amended by adding the following provision:

**Time of Payment of Claims:** Benefits payable under this policy for any loss will be paid immediately upon receipt of due written proof of such loss.



President of Blue Cross Blue Shield of Texas



## An Amendment

**Effective Date January 1, 2008**

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Health Insurance Contract.**

Article IV of this Contract, as previously amended, is amended by deleting the section entitled ***Benefits for Acquired Brain Injury*** in its entirety and substituting the following:

### ***Benefits for Treatment of Acquired Brain Injury***

Benefits for *Eligible Expenses* incurred for Medically Necessary treatment of Acquired Brain Injury will be determined on the same basis as treatment for any other physical condition. Eligible Expenses include the following services as a result of and related to an Acquired Brain Injury:

- Cognitive rehabilitation therapy — Services designed to address therapeutic cognitive activities, based on an assessment and understanding of the individual's brain-behavioral deficits.
- Cognitive communication therapy — Services designed to address modalities of comprehension and expression, including understanding, reading, writing, and verbal expression of information.
- Neurocognitive therapy and rehabilitation services — (1) Therapy designed to address neurological deficits in informational processing and to facilitate the development of higher level cognitive abilities and (2) 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.
- Neurobehavioral treatment — Interventions that focus on behavior and the variables that control behavior.
- Neurobehavioral testing — An evaluation of the history of neurological and psychiatric difficulty, current symptoms, current mental status, and pre-morbid 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.
- Neuro-physiological testing — An evaluation of the functions of the nervous system.
- Neuropsychological testing — 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.
- Neuro-psychological treatment — Interventions designed to improve or minimize deficits in behavioral and cognitive processes.
- Neuro-physiological treatment — Interventions that focus on the functions of the nervous system.
- Psychophysiological testing — An evaluation of the interrelationships between the nervous system and other bodily organs and behavior.
- Psychophysiological treatment — interventions designed to alleviate or decrease abnormal physiological responses of the nervous system due to behavioral or emotional factors.
- Neurofeedback therapy — Services that utilizes operant conditioning learning procedure based on electroencephalographs (EEG) parameters, and which are designed to result in improved mental performance and behavior, and stabilized mood.

- Remediation — The process(es) of restoring or improving a specific function.
- Post-acute transition services — Services that facilitate the continuum of care beyond the initial neurological insult through rehabilitation and community reintegration, including outpatient day treatment or other post-acute care treatment. This shall include coverage for reasonable expenses related to periodic reevaluation of the care of an individual covered under this plan who:
  - has incurred an Acquired Brain Injury;
  - has been unresponsive to treatment; and
  - becomes responsive to treatment at a later date.
- Community reintegration services — Services that facilitate the continuum of care as an affected individual transitions into the community, including outpatient day treatment or other post-acute care treatment.

**Services** means the work of testing, treatment, and providing therapies to an individual with an Acquired Brain Injury.

**Therapy** means the scheduled remedial treatment provided through direct interaction with the individual to improve a pathological condition resulting from an Acquired Brain Injury.

Treatment for an Acquired Brain Injury 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.

The **Limitations and Exclusions** section of Your Contract is amended by deleting the exclusion regarding “Preexisting Conditions” in entirety and substituting the following:

Any services or supplies for Eligible Expenses incurred for a Preexisting Condition during a period of 24 months beginning with the Participant’s Effective Date under this Contract. This Preexisting Condition exclusion shall not apply to a Participant who was continuously covered for an aggregate of 18 months under Creditable Coverage if the previous coverage was in effect up to a date not more than 63 days before the Effective Date of the Participant’s coverage under this Contract, excluding any waiting periods.

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



President of Blue Cross and Blue Shield of Texas

## An Amendment

Effective Date January 1, 2006

To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* PPO Select Choice Plan Insurance Contract.

1. Article IV of this Contract is amended by adding the following new benefit provision:

### Benefits for Certain Tests for Detection of Human Papillomavirus (HPV) and Cervical Cancer

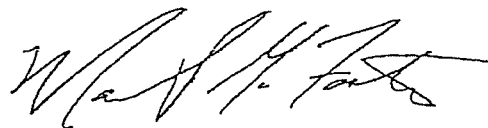
If a female Participant 18 years of age or older incurs *Medical-Surgical Expense* for an annual medically recognized diagnostic examination for the early detection of cervical cancer, benefits provided under this Contract shall include:

- A conventional Pap smear screening or a screening using liquid-based cytology methods, as approved by the United States Food and Drug Administration (FDA), alone or in combination with a test approved by the FDA for the detection of human Papillomavirus.
- Such screening test must be performed in accordance with the guidelines adopted by:
  - (a) The American College of obstetricians and Gynecologists; or
  - (b) Another similar national organization of medical professionals.

2. Article V, Section 1, of this Contract is amended by deleting the wording of subsection o in its entirety and substituting the following:

- o. Any services or supplies provided in connection with a routine physical examination, diagnostic screening, or immunizations. This exclusion does not apply to the following except as may be provided for in the Special Benefit Provision section in Article IV, of this Contract:

1. Mammography Screening;
2. Well-Child Care;
3. Childhood Immunizations;
4. Certain Tests for the Detection of Prostate Cancer;
5. Newborn Screening Tests for Hearing Impairment;
6. Certain Tests for the Detection Colorectal Cancer Screening;
7. Certain Therapies for Children with Developmental Delays; and
8. Certain Tests for Detection of Human Papillomavirus (HPV) and Cervical Cancer.



President of 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**

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



## **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 Services Corporation.

### **Coverage of Tests for Detection of Human Papillomavirus and Cervical Cancer**

Coverage is provided, for each woman enrolled in the plan who is 18 years of age or older, for expenses incurred in conducting an annually medically required diagnostic examination for the early detection of cervical cancer. Coverage required under this section includes at a minimum a conventional Pap smear screening or screening using liquid-based cytology methods as approved by the United States Food and Drug Administration for the detection of human Papillomavirus.

If any person covered by this Plan has a question concerning the above, please call Blue Cross and Blue Shield of Texas at: 1-888-697-0683, or write to us at: P. O. Box 3236, Naperville, Illinois 60566-7236.





## IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call Blue Cross and Blue Shield of Texas toll-free telephone number for information or to make a complaint at:

**1-888-697-0683**

- You may also write to Blue Cross and Blue Shield of Texas at:

P. O. Box 3236  
Naperville, Illinois 60566-7236

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

**1-800-252-3439**

- You may write the Texas Department of Insurance at:

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

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

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

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

- Usted puede llamar al numero de telefono gratis de Blue Cross and Blue Shield of Texas para informacion o para someter una queja al:

**1-888-697-0683**

- Usted tambien puede escribir a Blue Cross and Blue Shield of Texas al:

P. O. Box 3236  
Naperville, Illinois 60566-7236

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

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas:

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

- **DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

