



# Master Benefit Plan Document

## Employees Retirement System of Texas HealthSelect<sup>SM</sup> of Texas (HealthSelect Secondary) Plan

Effective: September 1, 2017  
Group Number: 238000



**BlueCross BlueShield  
of Texas**

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## SECTION 1 - WELCOME

### Quick Reference Box

- Member services, claim inquiries, personal health support and Mental Health/Substance Use Disorder Administrator: (800) 252-8039 toll-free;
- Claims address: Blue Cross and Blue Shield of Texas - Claims, P.O. Box 660044; Dallas, Texas 75266-0044; and
- Online assistance: [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

HealthSelect of Texas<sup>SM</sup> (HealthSelect Secondary) is a self-funded benefit plan offered through the Texas Employees Group Benefits Program (GBP or Program) by the Employees Retirement System of Texas (ERS).

HealthSelect is pleased to provide you with this Master Benefit Plan Document (MBPD), which describes the health Benefits available to you and your eligible covered family members. It includes information regarding:

- who is eligible;
- services that are covered, called Covered Health Services;
- services that are not covered, called Exclusions;
- how Benefits are paid; and
- your rights and responsibilities under the Plan.

This MBPD is designed to meet your information needs. It supersedes any previous printed or electronic MBPD for this Plan.

### Important

A health care service, supply or Medications and Injections, are only a Covered Health Service if Medically Necessary (See definitions of Medically Necessary and Covered Health Service in Section 15, *Glossary*). The fact that a Physician or Other Provider has performed or prescribed a procedure or treatment, or the fact that it may be the only available treatment for a Sickness, Injury, Mental Illness, substance-related and addictive disorder, disease or its symptoms, does not make the procedure or treatment a Covered Health Service under the Plan.

ERS intends to continue this Plan, but reserves the right, in its sole discretion, to modify, change, revise, amend or terminate the Plan at any time, for any reason, and without prior notice, or as directed by the state of Texas. This MBPD is not to be construed as a contract for any purposes or employment benefits creating an employment contract or any rights or benefits, except as expressly provided herein as authorized and limited by Chapter 1551 of the Texas Insurance Code.

Blue Cross and Blue Shield of Texas is a health care Claims Administrator and the third party administrator for HealthSelect. One of Blue Cross and Blue Shield of Texas' goals is to give you the tools you need to make wise health care decisions. Blue Cross and Blue Shield of Texas also administers HealthSelect claims. Although Blue Cross and Blue Shield of Texas will assist you in many ways, it does not guarantee any Benefits. The GBP, as administered by ERS, is ultimately responsible for paying Benefits described in this MBPD.

Please read this MBPD thoroughly to learn how the HealthSelect Secondary Plan works. If you have questions, contact your Benefits Coordinator or call a Blue Cross and Blue Shield of Texas (BCBSTX) Personal Health Assistant toll-free at (800) 252-8039.

### How To Use This MBPD

- Read the entire MBPD, and share it with your family. Then keep it in a safe place for future reference.
- If you are a Medicare-Eligible Retiree or a Medicare-Eligible Dependent of a Medicare-Eligible Retiree, refer to Section 3 and 8 of this MBPD for specific details on your coverage and claims procedures.
- If you are a Medicare-Eligible Return-to-Work Retiree who chooses Retiree Level Benefits, a Medicare-Eligible Dependent of a Medicare-Eligible Return-to-Work Retiree who chooses Retiree Level Benefits, or a Participant enrolled in the Plan due to your address of work or residence being outside of the United States (i.e., an Out-of-Country Participant), refer to Section 4 and 9 of this MBPD for specific details on your coverage and claims procedures.
- Many of the sections of this MBPD are related to other sections. You may not have all the information you need by reading just one section.
- You can find copies of your MBPD and any future Amendments at [www.healthselectoftexas.com](http://www.healthselectoftexas.com) or you may request printed copies by calling Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free.
- Capitalized words in the MBPD have special meanings and are defined in Section 15, *Glossary*.
- If eligible for coverage, the words "you" and "your" refer to Participants as defined in Section 15, *Glossary*.
- The Employees Retirement System of Texas (ERS) is also referred to as the Plan Administrator.
- If there is a conflict between this MBPD, MBPD Amendments and any benefit summaries provided to you, this MBPD and its Amendments will control.

#### Please Note

Your Provider does not have a copy of your MBPD, and is not responsible for knowing or communicating your Benefits.

## Nondiscrimination and Accessibility Requirements

Blue Cross and Blue Shield of Texas on behalf of itself and its affiliated companies and ERS comply with applicable federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Neither Blue Cross and Blue Shield of Texas nor ERS excludes people or treats them differently because of race, color, national origin, age, disability, or sex.

Blue Cross and Blue Shield of Texas and ERS provide free aids and services to people with disabilities to communicate with them effectively, such as:

- qualified sign language interpreters;
- written information in other formats (large print, audio, accessible electronic formats, other formats);
- free language services to people whose primary language is not English, such as: qualified interpreters; and
- information written in other languages.

If you need these services, please call Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free, TTY 711, or you may call ERS.



If you believe that Blue Cross and Blue Shield of Texas has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in writing by mail or email with the Civil Rights Coordinator identified below. A grievance must be sent within 60 calendar days of the date that you become aware of the discriminatory action and contain the name and address of the person filing it along with the problem and the requested remedy.

A written decision will be sent to you within 30 calendar days. If you disagree with the decision, you may file an appeal within 15 calendar days of receiving the decision.

<b>Blue Cross and Blue Shield of Texas Civil Rights Coordinator</b>
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<p><b>Blue Cross and Blue Shield of Texas Civil Rights Coordinator</b></p>
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<p>Blue Cross and Blue Shield of Texas Civil Rights Grievance</p>
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<p>300 E. Randolph St, - 35<sup>th</sup> Floor</p>
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<p>Chicago, Illinois 60601</p>
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<p>(855) 664-7270 toll-free, TTY 711</p>
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<p>CivilRightsCoordinator@hcsc.net</p>
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If you need help filing a grievance, the Civil Rights Coordinator identified above is available to help you.

You can also file a complaint directly with the U.S. Dept. of Health and Human services online, by phone or mail:

Online <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>.

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: toll-free (800) 368-1019, (800) 537-7697 (TDD).

Mail: U.S. Dept. of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201.

## Getting Help in Other Languages or Formats

You have the right to get help and information in your language at no cost. To request an interpreter, call Blue Cross and Blue Shield of Texas at (855) 710-6984 toll-free, press 0. TTY 711.

This notice is also available in other formats such as large print. To request the document in another format, please call Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free, TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

Language	Translated Taglines
1. Spanish	Tiene derecho a recibir ayuda e información en su idioma sin costo. Para solicitar un intérprete, llame al número de teléfono gratuito para miembros que se encuentra en su tarjeta de identificación del plan de salud y presione 0. TTY 711
2. Vietnamese	Quý vị có quyền được giúp đỡ và cấp thông tin bằng ngôn ngữ của quý vị miễn phí. Để yêu cầu được thông dịch viên giúp đỡ, vui lòng gọi số điện thoại miễn phí dành cho hội viên được nêu trên thẻ ID chương trình bảo hiểm y tế của quý vị, bấm số 0. TTY 711
3. Chinese	您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員，請撥打您健保計劃會員卡上的免付費會員電話號碼，再按 0。聽力語言殘障服務專線 711
4. Korean	귀하는 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 통역사를 요청하기 위해서는 귀하의 플랜 ID카드에 기재된 무료 회원 전화번호로 전화하여 0번을 누르십시오. TTY 711 만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 회원 카드 뒷면에 있는 고객 서비스 번호로 전화하십시오. 회원이 아니시거나 카드가 없으시면 (855) 710-6984 으로
5. Arabic	لك الحق في الحصول على المساعدة والمعلومات بلغتك دون تحمل أي تكلفة. لطلب مترجم فوري، اتصل برقم الهاتف المجاني الخاص بالأعضاء المدرج ببطاقة معرف العضوية الخاصة بخططك الصحية، واضغط على 0. الهاتف النصي (TTY) 711
6. Urdu	آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ کسی ترجمان سے بات کرنے کے لئے، ٹول فری ممبر فون نمبر پر کال کریں جو آپ کے ہیلتھ پلان آئی ڈی کارڈ پر درج ہے، 0 دبائیں۔ TTY 711
7. Tagalog	May karapatan kang makatanggap ng tulong at impormasyon sa iyong wika nang walang bayad. Upang humiling ng tagasalin, tawagan ang toll-free na numero ng telepono na nakalagay sa iyong ID card ng planong pangkalusugan, pindutin ang 0. TTY 711 Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa numero ng serbisyo para sa kustomer sa likod ng iyong kard ng miyembro. Kung ikaw ay hindi isang miyembro, o kaya ay walang kard, tumawag sa (855) 710-6984.
8. French	Vous avez le droit d'obtenir gratuitement de l'aide et des renseignements dans votre langue. Pour demander à parler à un interprète, appelez le numéro de téléphone sans frais figurant sur votre carte d'affilié du régime de soins de santé et appuyez sur la touche 0. ATS 711. Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, composez le numéro du service client indiqué au verso de votre carte de membre. Si vous n'êtes pas membre ou si vous n'avez pas de carte, veuillez composer le (855) 710-6984.

Language	Translated Taglines
9. Hindi	<p>आप के पास अपनी भाषा में सहायता एवं जानकारी निःशुल्क प्राप्त करने का अधिकार है। दुभाषिए के लिए अनुरोध करने के लिए, अपने हैल्थ प्लान ID कार्ड पर सूचीबद्ध टोल-फ्री नंबर पर फ़ोन करें, 0 दबाएं। TTY 711 यदि आपके, या आप जिसकी सहायता कर रहे हों उसके, प्रश्न हों, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है।</p> <p>किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए ग्राहक सेवा नंबर पर कॉल करें। यदि आप सदस्य नहीं हों, या आपके पास कार्ड नहीं है, तो (855) 710-6984 पर कॉल करें।</p>
10. Persian-Farsi	<p>اگر شما یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان اب وگتفگ تھج رایگان کمک و اطلاعات دریافت نمایید، به طور یک مترجم شد فاهی، با خدمات مشتری به شماره ای که در پشت کارت عضویت شما درج شده است تماس بگیرید. اگر عضو نیستید، یا کارت عضویت ندارید، با شماره تماس حاصل نمایید (855) 710-6984 شما حق دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت نمایید. برای درخواست مترجم شفاهی با شماره تلفن رایگان قید شده در کارت شناسایی برنامه بهداشتی خود تماس حاصل نموده و 0 را فشار دهید. TTY 711</p>
11. German	<p>Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um einen Dolmetscher anzufordern, rufen Sie die gebührenfreie Nummer auf Ihrer Krankenversicherungskarte an und drücken Sie die 0. TTY 711 Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Kundenservicenummer auf der Rückseite Ihrer Mitgliedskarte an. Falls Sie kein Mitglied sind oder keine Mitgliedskarte besitzen, rufen Sie bitte (855) 710-6984 an.</p>

Language	Translated Taglines
12. Gujarati	<p>તમને વિના મૂલ્યે મદદ અને તમારી ભાષામાં માહિતી મેળવવાનો અધિકાર છે. દુભાષિયા માટે વિનંતી કરવા, તમારા હેલ્થ પ્લાન ID કાર્ડ પરની સૂચીમાં આપેલ ટોલ-ફ્રી મેમ્બર ફોન નંબર ઉપર કોલ કરો, ૦ દબાવો. TTY 711 જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. દુભાષિયા સાથે વાત કરવા માટે, તમારા સપ્તપદના</p> <p>કાર્ડની પાછળ આપેલ ગ્રાહક સેવા નંબર પર કોલ કરો. જો આપ સપ્તપદ ના ધરાવતા હોવ, અથવા આપની પાસે કાર્ડ નથી તો (855) 710-6984 નંબર પર કોલ કરો.</p>
13. Russian	<p>Вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы подать запрос переводчика позвоните по бесплатному номеру телефона, указанному на обратной стороне вашей идентификационной карты и нажмите 0. Линия TTY 711 Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на</p> <p>вашем языке. Чтобы поговорить с переводчиком, позвоните в отдел обслуживания клиентов по телефону, указанному на обратной стороне вашей</p> <p>карточки участника. Если вы не являетесь участником или у вас нет карточки, позвоните по телефону (855) 710-6984.</p>
14. Japanese	<p>ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳をご希望の場合は、医療プランのIDカードに記載されているメンバー用のフリーダイヤルまでお電話の上、0を押してください。TTY専用番号は711です。ご本人様、またはお客様の身の回りの方でも、ご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手し</p> <p>たりすることができます。料金はかかりません。通訳とお話される場合、メンバーカードの裏のカスタマーサービス番号までお電話ください。メンバーでない場合またはカードをお持ちでない場合は(855) 710-6984 までお電話ください。</p>

Language	Translated Taglines
15. Laotian	<p>ທ່ານມີສິດທີ່ຈະໄດ້ຮັບການຊ່ວຍເຫຼືອແລະຂໍ້ມູນຂ່າວສານທີ່ເປັນພາສາຂອງທ່ານບໍ່ມີຄ່າໃຊ້ຈ່າຍ.</p> <p>ເພື່ອຂໍຮ້ອງນາຍພາສາ, ໂທຟຣີຫາຫມາຍເລກໂທລະສັບສໍາລັບສະມາຊິກທີ່ໄດ້ລະບຸໄວ້ໃນບັດສະມາຊິກຂອງທ່ານ, ກົດເລກ 0. TTY 711 ຖາ້ທາ່ ນ ຫຼື ຄົນ ທີ່ທາ່ ນກາ່ ລັງ ໃຫກ້ ານຊວ່ ຍເຫຼືອມຄື າ່ ຖາມ, ທາ່ ນມສີ ດີ ຂໍເອົາການຊວ່ ຍເຫຼືອ ແລະ ຂໍມນູ ເປັນພາສາຂອງທາ່ ນໄດໄ້ ດຍບໍ່ມຄື າ່</p> <p>ໃຊຈ້ າ່ ຍ. ແ່ ືອລມີ ກບໍ່ ນາຍແປພາສາ, ໃຫໄ້ ທຫາເບຜີ າ່ ຍບໍລິການລກູ ຄາ້ ທ່ ືມຍີ ດ່ ູ າ້ ນຫຼັງ ບດັ ສະມາຊກີ ຂອງທາ່ ນ. ຖາ້ ທາ່ ນບໍ່ແມ່ນ ສະມາຊກີ, ຫຼື ບໍ່ມບີ ດັ, ໃຫ້ ໂທຫາເບີ (855) 710-6984.</p>

## SECTION 2 - INTRODUCTION

### What This Section Includes

- Who's eligible for coverage under the Plan;
- The factors that impact your cost for coverage;
- Instructions and timeframes for selecting coverage for yourself and your eligible Dependents;
- When coverage begins; and
- When you can make coverage changes under the Plan.

### Eligibility for the Texas Employees Group Benefits Program

You are eligible to enroll in health coverage offered by the Texas Employees Group Benefits Program (GBP or Program) if you are a regular full-time or part-time State Agency Employee as defined in Section 15, *Glossary*, an Institution of Higher Education Employee as defined in Section 15, *Glossary*, or a Retiree as defined in Section 15, *Glossary*, with at least 10 years of service credit at the time of retirement, or required or permitted to enroll by Chapter 1551 of the Texas Insurance Code.

#### *Eligibility for the HealthSelect Secondary Plan*

As an **Employee**, you are eligible for coverage in the HealthSelect Secondary Plan if:

- you are a Medicare-Eligible Return-to-Work Retiree who chooses Retiree Benefits;
- you base your country of eligibility for coverage on file with ERS at an address/county/country outside of the United States;

As a **Retiree**, you are eligible for coverage in the HealthSelect Secondary Plan if:

- you are age 65 or older and retired with Medicare;
- you are under age 65 and retired with Medicare;

**Important Reminder:** If you retired after September 1, 1992, or if you are a Dependent of a Subscriber who retired after September 1, 1992, and you are eligible for Medicare, you will need to enroll in Medicare. If you do not enroll in Medicare, Benefits payable under the Plan will be reduced by the amount that Medicare would have paid just as if you had been enrolled. For more information on how and when to enroll, contact Medicare at (800) 633-4227, or visit [Medicare.gov](http://Medicare.gov).

If you are eligible for Medicare due to End Stage Renal Disease, you should enroll in Medicare. If you choose not to enroll, you will be liable for the amounts Medicare would have paid.

Your eligible Dependents may also participate in the Secondary Plan if they are Medicare-Eligible. If your eligible Dependent does not have Medicare, they may be eligible to participate in the HealthSelect of Texas In-Area or HealthSelect Out-of-State Plan, depending on where they live. Visit the ERS website at [www.ers.texas.gov](http://www.ers.texas.gov) for more information on your plan eligibility.

An eligible Dependent is:

- a Subscriber's spouse – an individual to whom the Subscriber is legally married. This includes a ceremonially married spouse whose marriage is documented by a valid marriage license or an informally married spouse whose marriage is documented by a valid

Declaration of Informal Marriage filed with the appropriate governmental authority prior to the date of the spouse's enrollment in the Program;

- a Subscriber's child who is under age 26, including a natural child, a stepchild, a foster child, a legally adopted child, and a child placed for adoption or ward, as defined in Section 1002.030, Texas Estates Code;
- a child who is related to the Subscriber by blood or marriage and was claimed as the Subscriber's dependent on his/her federal income tax return for the year prior to enrolling the child and for each subsequent year in which the child is enrolled (unless the child is born in the year first enrolled or the Subscriber has shown good cause for not claiming the child); or
- a child age 26 or over who (i) is certified by an approved practitioner to be mentally or physically incapacitated from gainful employment and (ii) either earns less than the monthly wage standard for enrolling in Children's Health Insurance Program in Texas for a family of one at the time of application or reevaluation or earns more than this wage standard for a period of six months or longer in any calendar year and demonstrates that he/she is dependent on the Subscriber for care or support and either lives with the Subscriber or has care provided by the Subscriber on a regular basis.

A child who is at least 26 years of age, and who is unmarried on the date of, and following the expiration of the child's continuation coverage under COBRA, ceases to be a Dependent and may continue coverage as a Subscriber who is a Former COBRA Unmarried Child.

A Former COBRA Unmarried Child may enroll a newly acquired dependent child within 31 days of the child's date of birth or placement for adoption, but the Former COBRA Unmarried Child may not enroll any other Dependents.

An eligible Dependent who lives outside of the Plan Service Area may elect to participate in the Out-of-State Benefits Plan even if the Subscriber, under whose coverage the Dependent is covered, participates in the In-Area Benefits Plan. If the Dependent returns to live in the Plan Service Area, he or she may elect to change participation to the In-Area Plan.

The Subscriber's Dependents may not enroll in a GBP health plan unless the Subscriber is also enrolled in a GBP health plan. The Subscriber and Dependents must be enrolled in the same health plan unless (i) the Subscriber and/or Dependents have different Medicare-eligibility status, or (ii) either the Subscriber or the Dependent enrolls in the HealthSelect Out-of-State plan because their county of residence or work on file with ERS is outside of the Plan Service Area. . If the Subscriber and his/her Dependent are both eligible to enroll in a GBP health plan as the Subscriber, he/she may each be enrolled as the Subscriber or be covered as a Dependent of the other person's plan, but not both. In addition, if you and your spouse are both Subscribers under a GBP health plan, only one parent may enroll your child as a Dependent on this Plan.

## Cost of Coverage

The Subscriber and his/her Employer may share in the cost of the Plan. The Subscriber contribution amount may depend on GBP eligibility, length of enrollment and whether the Subscriber chooses to enroll any Dependents.

The Subscriber's contributions are deducted from his/her paychecks or annuity checks depending on the elections chosen. If the Subscriber is receiving Retiree benefits, contributions are deducted from his/her annuity post-tax. If the Subscriber is receiving full-time Employee Benefits, then contributions are deducted from his/her paycheck on a pre-tax basis. This means contributions are deducted before tax dollars come out of the Subscriber's check, before federal income and Social Security taxes are withheld, and (in most states) before state and local taxes are withheld. This gives the Subscriber's contributions a special tax advantage and lowers the Subscriber's actual out-of-pocket costs. The amount of contributions is subject to review, and the Employees Retirement System of Texas Board of Trustees reserves the right to change the contribution amount from time to time.

You can obtain current contribution rates by calling your Benefits Coordinator or logging on to [www.ers.texas.gov](http://www.ers.texas.gov).

## How to Select Coverage When You Retire

You will need to select coverage with your Benefits Coordinator, or online, on or before your eligibility date. If you do not want HealthSelect coverage, you must either select another coverage, if available, or waive coverage.

If your Employer is an Institution of Higher Education as defined in Section 15, *Glossary*, and your Employer pays the contribution for your health coverage for the first 60 days of employment, you are automatically enrolled in either the In-Area or Out-of-State Plan, depending on your eligibility county, on the first day of Active Work. If you do not want HealthSelect coverage, you must either select another coverage, if available, or waive coverage with your Benefits Coordinator or online, on or before the 30th day of Active Work. The change in coverage is effective on the first day of the following month.

To enroll a Dependent, you must provide the Dependent information to your Benefits Coordinator on a Benefits Election Form and a Dependent Child Certification form online.

### **Important**

As a Retiree, if you wish to change your Benefit elections following a Qualifying Life Event (QLE), you must make the change through ERS Online at [ers.texas.gov/account-login](http://ers.texas.gov/account-login), or contact ERS, within 31 days of the Qualifying Life Event. If the change in Benefit elections is based on a change in Medicare or Medicaid status, or Children's Health Insurance Program (CHIP) status, you have 60 days. Otherwise, you will need to wait until the next Annual Enrollment to change your elections. Retirees may drop their health plan coverage or change to a different GBP health plan coverage for which they are eligible at any time, with the coverage change effective the first of the month following the coverage change date.

## When Coverage Begins

Once your Benefits Coordinator or ERS receives your properly completed enrollment information, coverage for Subscribers will begin as follows:

- if you are new to the Program or you have a break in Active Service, on the first day of the month following the completion of a 60-day waiting period, unless the 60th day falls on the first day of a month; in which case coverage begins that day;
- if you have previous Program health coverage with no break in Active Service, on the first day of Active Work or retirement; or
- if you are employed by an Institution of Higher Education on the first day of Active Work if your Employer pays for coverage during the waiting period; otherwise on the first day of the month following the completion of a 60-day waiting period, unless the 60th day falls on the first day of a month, in which case coverage begins that day.

Coverage for the Subscriber's eligible Dependents will begin as follows:

- if the Subscriber is eligible for coverage without a waiting period and the Subscriber's Dependent information is received on or before the Subscriber's first day of eligibility, coverage will be effective on the first day of eligibility. If the Subscriber's Dependent information is received within 31 days after the Subscriber's eligibility date, the coverage will become effective on the first day of the month following receipt of the Dependent information;
- if the Subscriber is subject to a waiting period and the Subscriber's Dependent information is received before the first day of the month after the 60-day waiting period, Dependent coverage will be effective on the first day of the month after the waiting period; or



- if the Subscriber's Dependent information is not received before these deadlines, then the Subscriber will need to wait until the next Annual Enrollment to add coverage for his or her eligible Dependents.

For eligible Dependents acquired after a Subscriber's eligibility date, or as addressed in the *Changing Your Coverage* subsection below, coverage will begin as follows:

<b>NEWLY ACQUIRED DEPENDENT</b>	<b>DATE COVERAGE IS EFFECTIVE</b>	<b>ENROLLMENT NOTIFICATION REQUIREMENT</b> <b>(the Subscriber must notify his/her Benefits Coordinator to enroll, or enroll through ERS OnLine, the newly acquired Dependent in the time frame indicated below)</b>
Spouse or Dependent stepchild that the Subscriber acquires via marriage	The first of the month following the date of the marriage	Enroll within 31 days of the date of the marriage
Newborn natural child	At birth for 31 days without enrollment	Enroll within 31 days after the date of birth to continue the child's coverage
An eligible newborn who is not the Subscriber's natural child and meets the definition of Dependent of the Subscriber	The first of the month following the date of the birth	Enroll within 31 days of the date of the birth
An eligible child related by blood or marriage who is not the Subscriber's natural child and meets the definition of Dependent of the Subscriber	The first of the month following the date the child related by blood or marriage becomes a Dependent of Subscriber	Enroll within 31 days of the date the child becomes a Dependent of the Subscriber
A child placed with the Subscriber for adoption	On the date of placement with the Subscriber for adoption	Enroll within 31 days of the placement for adoption
A foster child placed with the Subscriber	On the first day of the month following the date on which the foster child becomes a Dependent of the Subscriber	Enroll within 31 days of the date the foster child becomes a Dependent of the Subscriber
A child in possession of a Subscriber designated as managing conservator	On the first day of the month following the date on which the Subscriber is designated the child's managing conservator	Enroll within 31 days of the date the Subscriber is designated the child's managing conservator
An eligible Dependent who is the subject of a National Medical Support Notice	On the date a valid National Medical Support Notice is received by the Plan	Enroll within 31 days of the date of a valid National Medical Support Notice

NEWLY ACQUIRED DEPENDENT	DATE COVERAGE IS EFFECTIVE	ENROLLMENT NOTIFICATION REQUIREMENT <b>(the Subscriber must notify his/her Benefits Coordinator to enroll, or enroll through ERS OnLine, the newly acquired Dependent in the time frame indicated below)</b>
An eligible child who is not the Subscriber's natural child, stepchild, child related by blood or marriage, adopted child, or foster child, and meets the definition of Dependent of the Subscriber	Effective the first of the month following the date the child becomes a Dependent of Subscriber	Enroll within 31 days of the date the child becomes a Dependent of the Subscriber
An eligible Dependent who has lost eligibility for Medicaid or CHIP, or who has become eligible for premium assistance through Medicaid or the Health Insurance Premium Payment Program (HIPP)	On the first day of the month following the date on which the Dependent loses eligibility for Medicaid or CHIP, or becomes eligible for premium assistance through Medicaid or HIPP	Enroll within 60 days of the date the Dependent loses eligibility for Medicaid or CHIP, or becomes eligible for premium assistance through Medicaid or HIPP

### *If You Are Hospitalized When Your Coverage Begins*

If you are Inpatient in a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility on the day your coverage begins, the Plan will pay Benefits for Covered Health Services related to that Inpatient Stay beginning the first day of eligible coverage, as long as you receive Covered Health Services in accordance with the terms of the Plan.

You should notify Blue Cross and Blue Shield of Texas of the inpatient hospitalization within 48 hours of the day your coverage begins, or as soon as is reasonably possible. When Medicare is your Primary Plan you will pay less if your provider accepts Medicare Assignment (Medicare-approved payment amounts).

For Covered Health Services, that Medicare doesn't cover, or when your HealthSelect Secondary Plan pays first, you may pay less if you use a Contracted Provider. Visit the HealthSelect website at [www.healthselectoftexas.com](http://www.healthselectoftexas.com) or contact a BCBSTX Personal Health Assistant, to be sure your Provider is Contracted.

#### **Note**

To locate a Provider who accepts Medicare Assignment, visit [Medicare.gov](http://www.Medicare.gov).

### **Changing Your Coverage**

You may make coverage changes during the plan year only if you experience a Qualifying Life Event (QLE), or during Annual Enrollment. The change in coverage must be consistent with the QLE (e.g., you cover your spouse following your marriage or your child following an adoption). The following are considered QLEs for purposes of the Plan:

- change in marital status;
- change in Dependent status;

- change in employment status;
- significant cost of Benefits or coverage change imposed by a third party;
- loss of coverage due to the exhaustion of another employer's COBRA Benefits, provided you were paying for premiums on a timely basis;
- change of address that results in loss of coverage eligibility;
- change in Medicare, Medicaid, or Children's Health Insurance Program (CHIP) status; or
- an applicable National Medical Support Notice.

If you wish to change your elections, you must contact your Benefits Coordinator or ERS, or make the change through ERS Online at [ers.texas.gov/account-login](https://ers.texas.gov/account-login), within 31 days of the QLE. If the change in Benefits election is based on a change in Medicare, Medicaid or CHIP status, you have 60 days. Otherwise, you will need to wait until the next Annual Enrollment to change your elections. Retirees may drop their health plan coverage or change to a different GBP health plan coverage for which they are eligible at any time, with the coverage change effective the first of the month following the coverage change date.

**Notes:**

- Any child who is placed with the Subscriber for adoption will be eligible for coverage on the date the child is placed with the Subscriber, even if the legal adoption is not yet final. If the Subscriber does not legally adopt the child, all Plan coverage for the child will end when the placement ends. No provision will be made for continuing coverage (such as COBRA coverage) for the child.
- Any changes based on a QLE are effective on the first day of the month following the date of the QLE (except when a child is newborn, adopted or subject to a National Medical Support Order, as previously stated in this section).

**Example - Change in Coverage Due to Qualifying Life Event**

Jane is married and has two children who are eligible Dependents. At Annual Enrollment, she elects not to participate in the GBP's health plan because her husband, Tom, has family coverage under his employer's medical plan. In October, Tom loses his job as part of a downsizing. As a result, Tom loses his eligibility for medical coverage. Due to Tom's change in employment status, Jane can elect family medical coverage under the GBP's health plan outside of Annual Enrollment.

## SECTION 3 - HOW THE PLAN WORKS FOR MEDICARE-ELIGIBLE RETIREES AND THEIR MEDICARE-ELIGIBLE DEPENDENTS

### When Medicare Pays Primary:

This section is applicable for you and your Medicare-Eligible Dependents if you are:

- under age 65 and retired with Medicare;
- age 65 or older and retired with Medicare;
- a Medicare-eligible Dependent of a Retiree who is under age 65 and retired with Medicare;
- a Medicare-eligible Dependent of a Retiree who is age 65 or older and retired with Medicare;

#### What This Section Includes

- Accessing Benefits;
- Accessing Your Healthcare Benefits While Traveling;
- Allowable Amounts;
- Deductibles;
- Coinsurance; and
- Out-of-Pocket Coinsurance Maximum

### Accessing Benefits

As a Medicare-Eligible Retiree or Medicare-Eligible Dependent of a Retiree in this Plan, your Medicare usually pays primary. You have the freedom to choose the Physician or health care professional you prefer each time you need to receive Covered Health Services. However, the choices you make affect the amount you pay. Generally, when you receive Covered Health Services from a Provider who accepts Medicare Assignment, you pay less than you would if you receive the same care from a Provider who does not.

If you receive care from Providers who do not accept Medicare Assignment, you may have to pay the entire amount at the time of service. If the provider does not file a claim for you, call Medicare at (800) 633-4227 for assistance. Providers who do not accept Medicare Assignment may bill you more than the Medicare-Approved Amount, but there is a maximum called the Medicare Limiting Charge. Not all services are subject to the Medicare Limiting Charge and the amounts could be significant. To find out more about your Medicare benefits and coverage, visit [Medicare.gov](https://www.medicare.gov). You may want to ask your Provider who does not accept Medicare Assignment about his/her billed charges before you receive care.

If you need help locating a Provider that accepts Medicare Assignment, you can visit [Medicare.gov](https://www.medicare.gov). Please note that this website is managed by the Centers for Medicare and Medicaid Services (CMS).

### Accessing Your Healthcare Benefits While Traveling

Whenever you travel within the United States, Medicare usually pays first for your services and your HealthSelect plan will usually pay second for Covered Health Services. You generally pay less when you use providers who accept Medicare Assignment. To locate a provider who accepts Medicare Assignment, visit [Medicare.gov](https://www.medicare.gov). In general, Medicare does not pay for services outside of the United States; however, certain Emergency services may be covered. Visit [Medicare.gov](https://www.medicare.gov)

for details on coverage. When Medicare does not pay, this Plan will usually pay for Covered Health Services as the Primary Plan. If you are traveling outside of the country, Blue Cross Blue Shield Global Core provides access to providers abroad.

### *Traveling Prepared*

If you know you will be traveling, there are some things you can do to travel prepared:

- Call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039, Monday–Friday from 7 a.m. - 7 p.m. central time (CT) or Saturday from 7 a.m. - 3 p.m. CT with any questions.
- Bring your medical ID card.
- If you receive care while traveling, keep all the associated receipts and paperwork.

### *How to Find a Provider*

Finding a provider while traveling is just like finding a provider at home. You have a few options:

- **Call** a BCBSTX Personal Health Assistant toll-free at (800) 252-8039, Monday–Friday from 7 a.m. - 7 p.m. CT or Saturday from 7 a.m. - 3 p.m. CT.
- **Go online** to use the Provider Finder® tool.
  - For travel within the United States, visit [Medicare.gov](https://www.medicare.gov) or call Medicare at (800) 633-4227 to locate a Provider who accepts Medicare Assignment.
  - For travel outside of the United States, the international Provider Finder is accessible via [www.bcbsglobalcore.com](https://www.bcbsglobalcore.com).
- **Download** the Blue Cross and Blue Shield of Texas Mobile App and use the Provider Finder tool. Text BCBSTXAPP to 33633 to get the app on your mobile device.

### *Emergency Care*

In the event of a true Emergency, visit the nearest Emergency Facility.

If you have an Emergency, the Plan pays Benefits for Covered Health Services after Medicare pays Primary, regardless of where you receive care. (For details on your Medicare coverage visit [Medicare.gov](https://www.medicare.gov).) If Medicare does not pay for a service, this Plan will pay as Primary for Covered Health Services.

However, in some cases you may have to pay up front and file a claim to be reimbursed. Keep all your paperwork and follow the instructions for filing a claim below.

For more information on Emergency Health Services Benefits, including the difference in Benefits for Emergency Health Services received in a Hospital, a Freestanding Emergency Department or a Freestanding Emergency Room, go to Section 5, *Schedule of Benefits and Coverages* under the heading *Emergency Services*, and Section 6, *Details for Covered Health Services*. For more information about potential Balance Billing related to Emergency Health Services, see the discussion of *Allowable Amounts* below in this Section 3, *How the Plan Works*.

### **Traveling Within the United States**

As a reminder, you do not need a Referral under this Plan to see a Provider. However, to receive the highest level of Benefits under this Plan and your Medicare plan, it is best to find a Contracted Provider who accepts Medicare Assignment. If you see a Provider who does not accept the Medicare Approved Amount, you will pay more. To locate a Provider who accepts Medicare Assignment, call Medicare at (800) 633-4227 or visit [Medicare.gov](https://www.medicare.gov).

### **Virtual Visits**

If you are traveling within the United States, Virtual Visits are a convenient option for non-Emergency care. You can speak to a board-certified doctor using live audio and video technology for treatment. If necessary, a doctor can prescribe medication and electronically send to your selected pharmacy. The service is available 24-hours a day, including nights, weekends and

holidays. Virtual Visits are not available while traveling outside of the United States. Please note that if Medicare does not cover a Virtual Visit, HealthSelect does.

***Traveling Outside of the United States – Blue Cross Blue Shield Global® Core***

Medicare does not cover most services outside of the United States. For coverage details visit [Medicare.gov](http://www.Medicare.gov). When Medicare does not provide coverage, the Plan pays Primary for Covered Health Services. If you see a Blue Cross Blue Shield Global® Core Contracted Provider (verify via [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com) or by calling a Personal Health Assistant) while traveling outside of the United States, the Plan pays for Covered Health Services at the Benefit levels described in Section 5, *Schedule of Benefits and Coverage*, subject to the Annual Deductible. If you see a Non-Contracted Provider, the Plan still pays for Covered Health Services at the Benefit levels described and subject to the Annual Deductible, but you could be Balance Billed. For details, contact a BCBSTX Personal Health Assistant toll-free at (800)-252-8039.

***How to Submit a Claim***

***For care received within the United States Medicare usually pays first.***

If your Provider accepts Medicare Assignment, they will file the claim for you. Medicare submits your claim directly to Blue Cross and Blue Shield of Texas when they have your Medicare information on file.

If you visited a Non-Contracted Provider within the United States, you'll likely need to submit a claim to your Medicare plan and the HealthSelect Plan for reimbursement. For information on how to submit a claim to Medicare, visit [Medicare.gov](http://www.Medicare.gov).

To file a claim to Blue Cross and Blue Shield of Texas, submit the claim form, found online at [www.healthselectoftexas.com](http://www.healthselectoftexas.com), with your Medicare Explanation(s) of Benefits and an itemized bill of services rendered. Please put your group and ID number on all pages of your submission.

Claims can be submitted by mail to:

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

For assistance with the claims submission process, call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039, Monday–Friday from 7 a.m. - 7 p.m. CT or Saturday from 7 a.m. - 3 p.m. CT.

**Important**

Call Blue Cross and Blue Shield of Texas at (800) 252-8039, if you have not already done so, to ensure your Medicare or other insurance information is on file. This will help to ensure your claims are processed correctly.

***For care received abroad, submit claims to the Blue Cross Blue Shield Global® Core Service Center.***

Send a completed Blue Cross Blue Shield Global Core claim form, found online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com), with an itemized bill of services rendered to the Global Core Service Center to begin the claims process.

Claims can be submitted by mail to:

Blue Cross Blue Shield Global Core Service Center  
PO Box 2048  
Southeastern, PA 19399

Claims also can be emailed to [claims@bcbsglobalcore.com](mailto:claims@bcbsglobalcore.com)

Following the instructions on the claim form will help ensure timely processing of your claim. If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global Core Service Center at (800) 810-BLUE (2583) 24 hours a day, 7 days a week.

The Blue Cross Blue Shield Global<sup>®</sup> Core program was formerly known as BlueCard Worldwide<sup>®</sup>.

Blue Cross, Blue Shield, the Blue Cross and Blue Shield symbols, BlueCard, BlueCard Worldwide, and Blue Cross Blue Shield Global<sup>®</sup> are trademarks of the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield companies.

**Note:** Whether you receive care within the United States or Outside of the United States, Participants have 18 months to submit a claim from the date of service. Providers have 365 days from the date of service to submit a claim. Claims received outside of this time frame will be denied.

**Don't Forget Your Medicare & HealthSelect Medical ID Card**

Remember to show your Medicare and HealthSelect medical ID card every time you receive Covered Health Services from a Provider. If you do not show your ID card, a Provider has no way of knowing that you are enrolled.

## Allowable Amounts

As a Retiree enrolled in Medicare, your Medicare coverage usually pays first. Medicare determines the Medicare-Approved Amount. When your Provider accepts Medicare Assignment, they agree to accept the Medicare-Approved Amount and will not bill you above that amount. This Plan utilizes the Medicare-Approved Amount to determine the Allowable Amount. The Allowable Amount is the maximum reimbursement amount this Plan will pay for Covered Health Services provided while the Plan is in effect. To locate Providers who accept Medicare Assignment visit [Medicare.gov](http://Medicare.gov).

For certain Covered Health Services, the Plan pays after Medicare and will not pay Benefits until you have met this Plan's Annual Deductible. The amounts that apply to your Medicare Deductibles also apply to your HealthSelect Annual Deductible.

When you have Medicare Primary and your provider does not accept Assignment, the Allowable Amount (i.e., the Medicare-Approved Amount) is less, which means you will likely pay more. A Provider who does not accept Medicare Assignment can also bill you the difference between the Medicare-Approved Amount and the Medicare Limiting Charge (the maximum amount a provide may bill for most services, when you have Medicare coverage). If Medicare is your Primary Plan, this plan will reimburse up to the Medicare-Approved Amount for Covered Health Services after Medicare pays.

There may be some services Medicare does not cover that may be Covered Health Services under this Plan. When this happens, this Plan will usually pay first. See *Section 4, Allowable Amounts*, for details on how Blue Cross and Blue Shield of Texas determines the Allowable Amount when this Plan is Primary. When this Plan pays Primary, you should try to choose Contracted Providers when possible to keep your costs as low as possible. For help locating a Contracted Provider, contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039 or use the Provider Finder at [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

### When Medicare is your Primary Plan and this Plan is Secondary:

- Medicare pays up to the limits of its coverage first.
- As your Secondary Plan, this Plan pays only if there are Covered Health Services that the Primary Plan (Medicare, in this example) covered but did not pay.
- This Plan may not pay all of the non-covered costs after your Primary Plan (Medicare) pays.



- This Plan will only pay for Medically Necessary Covered Health Services and up to the policy limits set forth in this Master Benefit Plan Document.

ERS has delegated to Blue Cross and Blue Shield of Texas the discretion to determine whether a treatment or supply is a Covered Health Service and how the Allowable Amounts will be determined and otherwise covered under the Plan, per guidelines established by the Plan and Blue Cross and Blue Shield of Texas. ERS has the discretion to interpret all terms and conditions under the Plan, as described under *Interpretation of the Plan* in Section 14, *Other Important Information*.

Allowable Amounts are the amounts Blue Cross and Blue Shield of Texas determines that Blue Cross and Blue Shield of Texas will pay for Benefits. Allowable Amount determinations are subject to Blue Cross and Blue Shield of Texas' reimbursement policy guidelines, as described under the definition of Allowable Amounts in Section 15, *Glossary*.

**When Medicare is your Primary Plan**, Allowable Amounts are based on the following:

- The Medicare-Approved Amount is the Allowable Amount for Covered Health Services.
- Even when your Provider does not accept Medicare Assignment, this Plan uses the Medicare-Approved Amount as the Allowable Amount. However, your Provider may bill you the difference between the Medicare-Approved Amount and the Medicare Limiting Charge.
- If Medicare is your Primary Plan but does not cover your services, Allowable Amounts are determined as referenced in Section 4, *How the Plan Works for Medicare-Eligible Return-to-Work Retirees and Their Medicare-Eligible Dependents and Participants Who Live or Work Outside of the United States* under the heading "Allowable Amounts."

#### **Don't Forget Your Medicare & HealthSelect Medical ID Card**

Remember to show both your Medicare ID card and your HealthSelect medical ID card every time you receive Covered Health Services. If you do not show your ID card, a Provider has no way of knowing that you are enrolled.

#### **Important**

If services are not covered by Medicare and the Plan pays Primary, Blue Cross and Blue Shield of Texas utilizes the HealthSelect Allowable Amount, as defined in Section 4, *How the Plan Works for Medicare-Eligible Return-to-Work Retirees and Their Medicare-Eligible Dependents and Participants Who Live or Work Outside of the United States* under the heading "Allowable Amounts". If Medicare is your Primary Plan but does not cover your services, you generally pay less if you use a Contracted Provider. For more information or for help locating a Contracted Provider, contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039.

## Deductibles

### *Annual Deductible*

When Medicare is your Primary Plan, you must meet your applicable Medicare Deductible before Medicare will pay for services. The amounts that apply to your Medicare Deductibles for Covered Health Services under this Plan are also applied to your Annual Deductible.

The Annual Deductible is the amount you must pay each Calendar Year for Covered Health Services before you are eligible to begin receiving Benefits under this Plan. The amounts you pay toward your Annual Deductible accumulate over the course of the Calendar Year.



Covered Health Services that are subject to the Annual Deductible, and are also subject to a visit or day limit, will be included in reaching both the Annual Deductible and the maximum day or visit Benefit limit.

The Annual Deductible for each Participant is \$200, with a family maximum of \$600 per Calendar Year. If two or more Participants who are covered by the same Subscriber are injured in the same accident, this Plan's family maximum will not apply. Instead, only one Participant's Annual Deductible is required for the Calendar Year in which the accident occurred.

**Note Regarding Your Medicare Deductibles**

Participants enrolled in Medicare are subject to a Medicare Part A and Part B Deductible. Because this Plan's Annual Deductible is typically less than the Medicare Deductible amounts, it is likely this Plan could pay for Covered Health Services before the Medicare Deductible is met. For information about Medicare and to find out more about the current Medicare Deductibles, visit [Medicare.gov](https://www.medicare.gov) or call Medicare at (800) 633-4227. The Medicare Deductibles will be applied prior to certain services being paid by Medicare.

## Coinsurance

Coinsurance is a fixed percentage of Allowable Amounts that you are responsible for paying for certain Covered Health Services. The amount you pay for Coinsurance is determined after you meet the Annual Deductible.

The amounts applied to Coinsurance apply to your Out-of-Pocket Coinsurance Maximum.

**Example – Coinsurance**

Let's assume that you receive Benefits for a medical service for this Plan. Since the Plan pays 70% of Allowable Amounts after your Annual Deductible is met, you are responsible for paying the other 30%. This 30% is your Coinsurance. When you have Medicare as your Primary Plan, the amount you owe may be less.

## Out-of-Pocket Coinsurance Maximum

The annual Out-of-Pocket Coinsurance Maximum is the most you pay for Coinsurance each Calendar Year for Covered Health Services. Once you reach the applicable Out-of-Pocket Coinsurance Maximum, you will not be required to pay any more Coinsurance for the remainder of the Calendar Year.

Except as noted below, if your eligible out-of-pocket Coinsurance expenses in a Calendar Year exceed the Out-of-Pocket Coinsurance Maximum, the Plan pays 100% of Allowable Amounts for Covered Health Services that apply Coinsurance through the end of the Calendar Year.

Table 1 below identifies what does and does not apply toward your Out-of-Pocket Coinsurance Maximum.

**Important**

If you are retired and Medicare-Enrolled, Medicare usually pays first. Visit [Medicare.gov](https://www.medicare.gov) to find out if Medicare covers your service.

<b>TABLE 1</b>	
<b>This Plan's Features</b>	<b>Applies to the Out-of-Pocket Coinsurance Maximum?</b>
Payments toward this Plan's Annual Deductible	No
Coinsurance payments for Covered Health Services	Yes
Services or supplies that are for non-Covered Health Services excluded under this Plan	No
Expenses not covered because a maximum Benefit under this Plan has been reached	No
Charges that exceed Allowable Amounts as determined by Blue Cross and Blue Shield of Texas	No

### Special Note Regarding Medicare

You are not required to obtain Prior Authorization from Blue Cross and Blue Shield of Texas before receiving Covered Health Services (regardless of whether Medicare covers them or not) if you are enrolled in Medicare. The Plan will pay Benefits Secondary to Medicare when Medicare is your Primary Plan as described in Section 11, *Coordination of Benefits (COB)*.

#### *How the Plan Works - Example*

The following example illustrates how Annual Deductibles and Coinsurance work in practice and the difference between receiving services from a Provider who accepts Medicare Assignment and one who does not when Medicare is your Primary Plan.

Let's say Gary has individual coverage under the Plan. Gary met this Plan's Annual Deductible (\$200) and his Medicare Part B Deductible, and needs to see a Physician. The flow chart below shows what happens when he visits a Provider who accepts Medicare Assignment rather than a Provider who does not.

**Provider Who Accepts Medicare Assignment**

1. Gary goes to see his Primary Care Provider (who accepts Medicare Assignment), and presents his Medicare ID card and HealthSelect medical ID card.

2. He receives treatment from his Primary Care Provider. His Physician does not bill him directly at the time of his visit, and submits the claim for the visit to both of his insurance plans for payment.

3. The Physician submits the bill to Medicare as the Primary Plan. The total amount billed by the provider is \$270.00. When Medicare processes and pays the claim, they determine the Medicare-Approved Amount is \$138.41, and Medicare pays 80% of the Medicare-Approved Amount (\$110.73). The remaining amount of the claim after Medicare paid is \$27.68. Medicare sends the processed claim data electronically to Blue Cross and Blue Shield of Texas (BCBSTX) if BCBSTX is aware of your Medicare coverage.

4. When the claim is submitted to the HealthSelect Plan after Medicare has paid, the HealthSelect Plan determines it would have paid 70% of the Allowable Amount (in this case, the Allowable Amount is the Medicare-Approved Amount,) which is \$96.89. Since this amount is greater than the amount remaining to be paid on the claim after Medicare, the HealthSelect Plan pays the full amount left (\$27.68). In this example, the Participant has no out-of-pocket costs for his Physician's visit.

5. Since the Physician accepts Medicare Assignment, Gary is not responsible for the difference between the Medicare-Approved Amount and the Medicare Limiting Charge.  
Blue Cross and Blue Shield of Texas applies the amount it paid for the claim (\$27.68) toward Gary's Coinsurance Out-of-Pocket Maximum.

**Provider Who Does Not Accept Medicare Assignment**

1. Gary goes to see his Primary Care Provider (who does not accept Medicare Assignment), and presents his Medicare ID card and HealthSelect medical ID card.

2. He receives treatment from his Primary Care Provider. His Physician does not bill him directly at the time of his visit, and submits the claim for the visit to both of his insurance plans for payment.

3. The Physician submits the bill to Medicare as the Primary Plan. The total amount billed by the provider is \$270.00. When Medicare processes and pays the claim they determine the Medicare-Approved Amount is \$131.49 (this amount is less for Providers who do not accept Medicare Assignment) and Medicare pays 80% of that amount (\$105.19). The remaining amount of the claim after Medicare paid is \$26.30. Medicare sends the processed claim data electronically to Blue Cross and Blue Shield of Texas (BCBSTX) if BCBSTX is aware of your Medicare coverage.

4. When the claim is submitted to the HealthSelect Plan after Medicare has paid, the HealthSelect Plan determines it would have paid 70% of the Allowable Amount (in this case, the Allowable Amount is the Medicare-Approved Amount) which is \$92.04. Since this amount is greater than the amount remaining to be paid on the claim after Medicare, the HealthSelect Plan pays the full amount left (\$26.30). In this example, the Participant will have additional out-of-pocket expenses because the Physician does not accept Medicare Assignment.

5. Since the Physician does not accept Medicare Assignment, Gary is responsible for the difference between the Medicare-Approved Amount and the Medicare Limiting Charge. (The Medicare Limiting Charge is the maximum amount the provider may bill, which is usually no more than 15% greater than the Medicare-Approved Amount.) Gary is responsible for \$19.72, which is the amount the Provider may bill ( $\$131.48 \times 15\% = \$19.72$ ).  
Blue Cross and Blue Shield of Texas applies only the amount it paid for the claim (\$26.30) toward Gary's Coinsurance Out-of-Pocket Maximum.

## SECTION 4 - HOW THE PLAN WORKS FOR MEDICARE ELIGIBLE RETURN-TO-WORK RETIREES AND THEIR MEDICARE-ELIGIBLE DEPENDENTS, AND OUT-OF-COUNTRY PARTICIPANTS

### When Medicare Pays Secondary:

This section is applicable for you and your Eligible Dependents if you are:

- a Medicare-Eligible Return-to-Work Retiree who selected Retiree Level Benefits;
- a Medicare-Eligible Dependent of a Return-to-Work Retiree who selected Retiree Level Benefits; and
- a Medicare-Eligible Out-of-Country Participant.

**Important Note\***- If you are an Out-of-Country participant and you are enrolled in this Plan but you do not have Medicare coverage, the HealthSelect plan pays primary (and Medicare coverage is not applicable.)

#### What This Section Includes

- Accessing Benefits;
- Accessing Your Healthcare Benefits While Traveling;
- Allowable Amounts;
- Deductibles;
- Coinsurance; and
- Out-of-Pocket Coinsurance Maximum.

### Accessing Benefits

As a Medicare Eligible Return-to-Work Retiree with Retiree Level Benefits, a Dependent of a Medicare Eligible Return-to-Work Retiree with Retiree Level Benefits, or a Medicare-eligible Participant whose address of residence on file with ERS is outside of the United States, this Plan pays for Covered Health Services first before your Medicare coverage.

If you are enrolled in this Plan, reside outside of the United States, and are not eligible for Medicare, this Plan will usually be your Primary Plan. See Section 11, *Coordination of Benefits* for more information. Medicare information does not apply when you are not eligible for Medicare.

Participants in this Plan have the freedom to choose the Physician or health care professional to provide Covered Health Services. The choices you make affect the amount you pay. Generally, when you receive Covered Health Services from a Contracted Provider, you pay less than you would if you received the same care from a Provider who is Non-Contracted.

If you are enrolled in Medicare, you may also want to ensure the Provider accepts Medicare Assignment to help you reduce your out-of-pocket cost and to avoid filing claims directly to Medicare. If you need help locating a Provider that accepts Medicare Assignment, you can visit [Medicare.gov](http://www.Medicare.gov). Please note that this website is managed by the Centers for Medicare and Medicaid Services (CMS).

If you receive care from Non-Contracted Providers, you may also be required to pay the difference between the Non-Contracted Provider's billed charges and the amount paid by this Plan (sometimes referred to as Balance Billing). The amount could be significant, and this amount does not apply to your Coinsurance Out-of-Pocket Maximum.

If you need help locating a Contracted Provider in the HealthSelect Secondary Network, contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039 for assistance or go to [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

## Accessing Your Healthcare Benefits While Traveling

Wherever you travel, you have access to healthcare benefits.

If you are traveling within the United States, Blue Cross and Blue Shield of Texas provides access to Contracted Providers. If you are traveling outside of the country, Blue Cross Blue Shield Global<sup>®</sup> Core provides access to Providers abroad.

If you have Medicare coverage, please note that, in general, Medicare does not pay for services outside of the United States; however, certain Emergency services may be covered. Visit [Medicare.gov](http://Medicare.gov) for details on coverage if you have Medicare.

### *Traveling Prepared*

If you know you will be traveling, there are some things you can do to travel prepared:

- Call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039, Monday–Friday from 7 a.m. - 7 p.m. central time (CT) or Saturday from 7 a.m. - 3 p.m. CT with any questions.
- Bring your medical ID card(s).
- If you receive care while traveling, keep all the associated receipts and paperwork.

### *How to Find a Provider*

Finding a Provider while traveling is just like finding a Provider at home. You have a few options:

- **Call** a BCBSTX Personal Health Assistant toll-free at (800) 252-8039, Monday–Friday from 7 a.m. - 7 p.m. CT or Saturday from 7 a.m. - 3 p.m. CT.
- **Go online** to use the Provider Finder<sup>®</sup> tool.
  - For travel within the United States, Provider Finder is accessible via [www.healthselectoftexas.com](http://www.healthselectoftexas.com) and by logging in to the secure participant portal, Blue Access for Members<sup>SM</sup>.
  - For travel outside of the United States, the international Provider Finder is accessible via [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).
- **Download** the Blue Cross and Blue Shield of Texas Mobile App and use the Provider Finder tool. Text BCBSTXAPP to 33633 to get the app on your mobile device.

### *Emergency Care*

In the event of a true Emergency, visit the nearest Emergency Facility.

If you have an Emergency, the Plan pays Benefits for Covered Health Services, regardless of where you receive care. However, in some cases you may have to pay up front and file a claim to be reimbursed. Keep all your paperwork and follow the instructions for filing a claim below.

For more information on Emergency Health Services Benefits, including the difference in Benefits for Emergency Health Services received in a Hospital, a Freestanding Emergency Department or a Freestanding Emergency Room, go to Section 5, *Schedule of Benefits and Coverages* under the heading *Emergency Services*, and Section 6, *Details for Covered Health Services*. For more information about potential Balance Billing related to Emergency Health Services, see the discussion of *Allowable Amounts* below in this Section 3, *How the Plan Works*.

### *Non-Emergency Care*

To visit a provider while traveling, you can find a Contracted Provider using the Provider Finder at [www.healthselectoftexas.com](http://www.healthselectoftexas.com) or by calling a BCBSTX Personal Health Assistant toll-free at (800)252-8039.

### ***Traveling Within the United States***

As a reminder, you do not need a Referral under this Plan to see any Providers. However, to receive the highest level of Benefits under this Plan, it is best to find a Provider who is a Contracted Provider with this Plan. If you see a Contracted Provider (verify via [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com) Finder or by calling a BCBSTX Personal Health Assistant) while traveling within the United States, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands, the Plan pays Benefits for Covered Health Services.

If you see a Non-Contracted Provider for non-emergency services, the Plan pays for Covered Health Services subject to the Annual Deductible. Generally, when you receive Covered Health Services from a Contracted Provider, you pay less than you would if you received the same care from a Non-Contracted Provider.

### ***Virtual Visits***

If you are traveling within the United States, Virtual Visits are a convenient option for non-emergency care. You can speak to a board-certified doctor using live audio and video technology for treatment. If necessary, a doctor can prescribe medication and send the prescription to a nearby pharmacy. The service is available 24-hours a day, including nights, weekends and holidays. Virtual Visits are not available while traveling outside of the United States. If you have Medicare coverage, please note that if Medicare does not cover Virtual Visits, HealthSelect does.

### ***Traveling Outside of the United States***

If you see a Blue Cross Blue Shield Global<sup>®</sup> Core Contracted Provider (verify via Provider Finder or by calling a BCBSTX Personal Health Assistant) while traveling outside of the United States, the Plan pays for Covered Health Services at the Benefit levels described in Section 5, *Schedule of Benefits and Coverage*, and subject to the Annual Deductible. If you see a Non-Contracted Provider, the Plan still pays for Covered Health Services at the Benefit levels described and subject to the Annual Deductible, but you could be Balance Billed. If you have Medicare coverage, please note that Medicare does not cover most services outside of the United States. For coverage details visit [Medicare.gov](http://Medicare.gov). For more details, contact a BCBSTX Personal Health Assistant toll-free at (800)-252-8039.

### ***How to Submit a Claim***

If you visited a Non-Contracted Provider within the United States or any Provider outside of the United States, you'll likely need to submit a claim for reimbursement.

### ***For care received within the United States, submit claims to Blue Cross and Blue Shield of Texas.***

Submit the domestic claim form, found online at [www.healthselectoftexas.com](http://www.healthselectoftexas.com), with an itemized bill of services rendered. Please put your group and ID number on all pages of your submission.

Claims can be submitted by mail to:

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

For assistance with the claims submission process, call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039, Monday–Friday from 7 a.m. - 7 p.m. CT or Saturday from 7 a.m. - 3 p.m. CT.

**For care received abroad, submit claims to Blue Cross Blue Shield Global<sup>®</sup> Core.**

Send a completed Blue Cross Blue Shield Global<sup>®</sup> Core claim form, found online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com), with an itemized bill of services rendered to the Global Core Service Center to begin the claims process.

Claims can be submitted by mail to:

Blue Cross Blue Shield Global<sup>®</sup> Core Service Center  
PO Box 2048  
Southeastern, PA 19399

Claims also can be emailed to [claims@bcbsglobalcore.com](mailto:claims@bcbsglobalcore.com)

Following the instructions on the claim form will help ensure timely processing of your claim. If you need assistance with your claim submission, you should call the Blue Cross Blue Shield Global<sup>®</sup> Core Service Center at (800) 810-BLUE (2583) 24 hours a day, 7 days a week.

The Blue Cross Blue Shield Global<sup>®</sup> Core program was formerly known as BlueCard Worldwide<sup>®</sup>.

Blue Cross, Blue Shield, the Blue Cross and Blue Shield symbols, BlueCard, BlueCard Worldwide, and Blue Cross Blue Shield Global<sup>®</sup> are trademarks of the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield companies.

**Note:** Whether you receive care within the United States or Outside of the United States, Participants have 18 months to submit a claim from the date of service. Providers have 365 days from the date of service to submit a claim. Claims received outside of this time frame will be denied.

**Don't Forget Your HealthSelect Medical ID Card**

Remember to show your HealthSelect medical ID card every time you receive Covered Health Services from a Provider. If you do not show your ID card, a Provider has no way of knowing that you are enrolled in the Plan.

**Allowable Amounts**

Allowable Amounts are the amounts, determined by Blue Cross and Blue Shield of Texas, that the Plan will pay for Benefits for Covered Health Services while the Plan is in effect. Allowable Amount determinations are subject to Blue Cross and Blue Shield of Texas' reimbursement policy guidelines, as described under the definition of Allowable Amounts in Section 15, *Glossary*.

For Covered Health Services, the Plan pays after you have met your Annual Deductible. If you are a Medicare-Eligible Retiree with Retiree-Level Benefits, a Dependent of a Medicare-Eligible Retiree with Retiree Level Benefits, or a Medicare-Eligible Out-of-Country Participant, Medicare is usually your Secondary Plan and this Plan is your Primary Plan.

For Covered Health Services provided by a Contracted Provider, you are not responsible for the difference in cost between Allowable Amounts and the amount the Provider bills. For Covered Health Services from Non-Contracted Providers, you may be responsible for paying, directly to the Non-Contracted Provider, any difference between the amount the Provider bills you and the amount paid by the Plan. This is also referred to as Balance Billing.

ERS has delegated to Blue Cross and Blue Shield of Texas the discretion to determine whether a treatment or supply is a Covered Health Service and how the Allowable Amounts will be determined and otherwise covered under the Plan, per guidelines established by the Plan and Blue Cross and Blue Shield of Texas. ERS has the discretion to interpret all terms and conditions under the Plan, as described under *Interpretation of the Plan* in Section 14, *Other Important Information*.

**For Covered Health Services provided by Contracted Providers**, Allowable Amounts are based on the following:

- When Covered Health Services are received from a Contracted Provider, Allowable Amounts are Blue Cross and Blue Shield of Texas' contracted fee(s) with that Provider.
- When Covered Health Services are received from a Non-Contracted Provider as a result of an Emergency or as arranged by Blue Cross and Blue Shield of Texas, Allowable Amounts are billed charges unless a lower amount is negotiated by Blue Cross and Blue Shield of Texas or otherwise established by Blue Cross and Blue Shield of Texas as permitted by law.

**For Covered Health Services provided by Non-Contracted Providers**, Allowable Amounts are based on the following:

- For non-Emergency Covered Health Services, Blue Cross and Blue Shield of Texas will reimburse Non-Contracted Hospital-based Providers/Physicians (defined in this MBPD as: Emergency care Physician, consulting Physician, assistant surgeon, Durable Medical Equipment Provider, surgical assistant, laboratory technician, radiologist, anesthesiologist or pathologist), for non-emergent Covered Health Services, when performed in a licensed defined Facility (including: acute Hospital, Freestanding Emergency Room, ambulatory surgical center, Skilled Nursing Facility, long term acute care), at 110% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the same geographic market; regardless of the Facility's contracted status. CMS rates are updated on a quarterly basis.
- Blue Cross and Blue Shield of Texas will reimburse Non-Contracted professional Providers, for Covered Health Services performed in a place of treatment other than a Facility, at 85% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the same geographic market. For mental health professional services received with Non-Network Providers outside the state of Texas, the Mental Health/Substance Use Disorder Administrator will reimburse Covered Health Services received by a Physician (Medical Doctor [MD] or Doctor of Osteopathy[DO]) or PhD at 85% of the published rates allowed by CMS for Medicare for the same or similar service within the same geographic market. For other Providers, including but not limited to Licensed Professional Counselor, Licensed Clinical Social Workers, or other licensed covered Providers that are not MDs, DOs, or PhDs, the Mental Health/Substance Use Disorder Administrator will reimburse Covered Health Services at 75% of 85% of the published rates allowed by CMS for Medicare for the same or similar service within the same geographic market.
- Blue Cross and Blue Shield of Texas will reimburse Non-Contracted Facilities at 85% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the same geographic market. For mental health services received at a Non-Network Facility outside the state of Texas, the Mental Health/Substance Use Disorder Administrator will reimburse Facilities at 85% of the published rates allowed by Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the same geographic market.
- When rates are not published by CMS for episodic claims, Blue Cross Blue Shield will reimburse claims at an Allowable Amount based on 50% of billed charges.
- To be considered Preventive Care, Covered Health Services, services must be received from a Contracted Provider and/or Facility:
  - For non-emergent, Non-Contracted claims for which a Medicare rate is not available and a gap methodology rate is not available, Blue Cross and Blue Shield of Texas will reimburse claims at an Allowable Amount based on 50% of billed charges.
  - Non-Contracted freestanding dialysis center claims will be reimbursed at 75% of Blue Cross and Blue Shield of Texas' average PPO network dialysis Provider contracted rates.



- Non-Contracted home health claims will be reimbursed at 75% of Blue Cross and Blue Shield of Texas' average PPO network home health Provider contracted rates.
- Non-Contracted Skilled Nursing Facility claims will be reimbursed at 75% of Blue Cross and Blue Shield of Texas' average PPO network Skilled Nursing Facility Provider contracted rates.
- Effective January 1, 2018, non-Contracted Freestanding Emergency Room Facility claims will be reimbursed at 75% of the average contracted rate for PPO network Hospitals and Freestanding Emergency Room Facilities for Emergency Services within Blue Cross and Blue Shield of Texas established regions.

**Important**

In general, a Non-Contracted Allowable Amount is less than a Contracted Allowable Amount. As a result, when you receive Covered Health Services from a Non-Contracted Provider, your cost is generally higher. You may be responsible for the amount exceeding the Plan's Allowable Amount, which can be significantly more than when you receive Covered Health Services from a Contracted Provider. (This is referred to as Balance Billing.) For example, this applies if you receive Covered Health Services at a Contracted Facility from a Non-Contracted Provider.

To find a Contracted Provider, call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039 or use Provider Finder at [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

## Deductibles

### *Annual Deductible*

The Annual Deductible is the portion of the Allowable Amounts you must pay each Calendar Year for Covered Health Services before you are eligible to begin receiving Benefits under this Plan. The amounts you pay toward your Annual Deductible accumulate over the course of the Calendar Year.

Covered Health Services that are subject to the Annual Deductible and are also subject to a visit or day limit, will be included in reaching both the Annual Deductible and the maximum day or visit Benefit limit.

The Annual Deductible for each Participant is \$200, with a family maximum of \$600 per Calendar Year. However, if two or more Participants who are covered by the same Subscriber are injured in the same accident, the family maximum will not apply. Instead, only one Participant's Annual Deductible is required for the Calendar Year in which the accident occurred.

**Important note if you have Medicare:**

Medicare Participants are subject to a Medicare Part A and Part B Deductible. For information about Medicare and to find out more about the current Medicare Deductibles, visit [Medicare.gov](http://Medicare.gov) or call Medicare at (800) 633-4227. The Medicare Deductibles will be applied prior to certain services being paid by Medicare.

## Coinsurance

Coinsurance is a fixed percentage of Allowable Amounts that you are responsible for paying for certain Covered Health Services. The amount you pay for Coinsurance is determined after you meet the Annual Deductible.

The amounts applied to Coinsurance apply to your Out-of-Pocket Coinsurance Maximum.

**Example – Coinsurance:** Let's assume that you receive Plan Benefits for a medical service under this Plan. Since the Plan pays 70% of Allowable Amounts, you are responsible for paying the other 30%. This 30% is your Coinsurance. If you have Medicare, the part you owe may be less.

## Out-of-Pocket Coinsurance Maximum

The annual Out-of-Pocket Coinsurance Maximum is the most you pay for Coinsurance each Calendar Year for Covered Health Services. Once you reach the Out-of-Pocket Coinsurance Maximum, you will not be required to pay any more Coinsurance for the remainder of the Calendar Year.

If your eligible Out-of-Pocket Coinsurance expenses, except as noted below, in a Calendar Year exceed the Out-of-Pocket Coinsurance Maximum, the Plan pays 100% of Allowable Amounts for Covered Health Services that apply Coinsurance through the end of the Calendar Year.

Table 2 below identifies what does and does not apply toward your annual Out-of-Pocket Coinsurance Maximum.

### Important Reminder

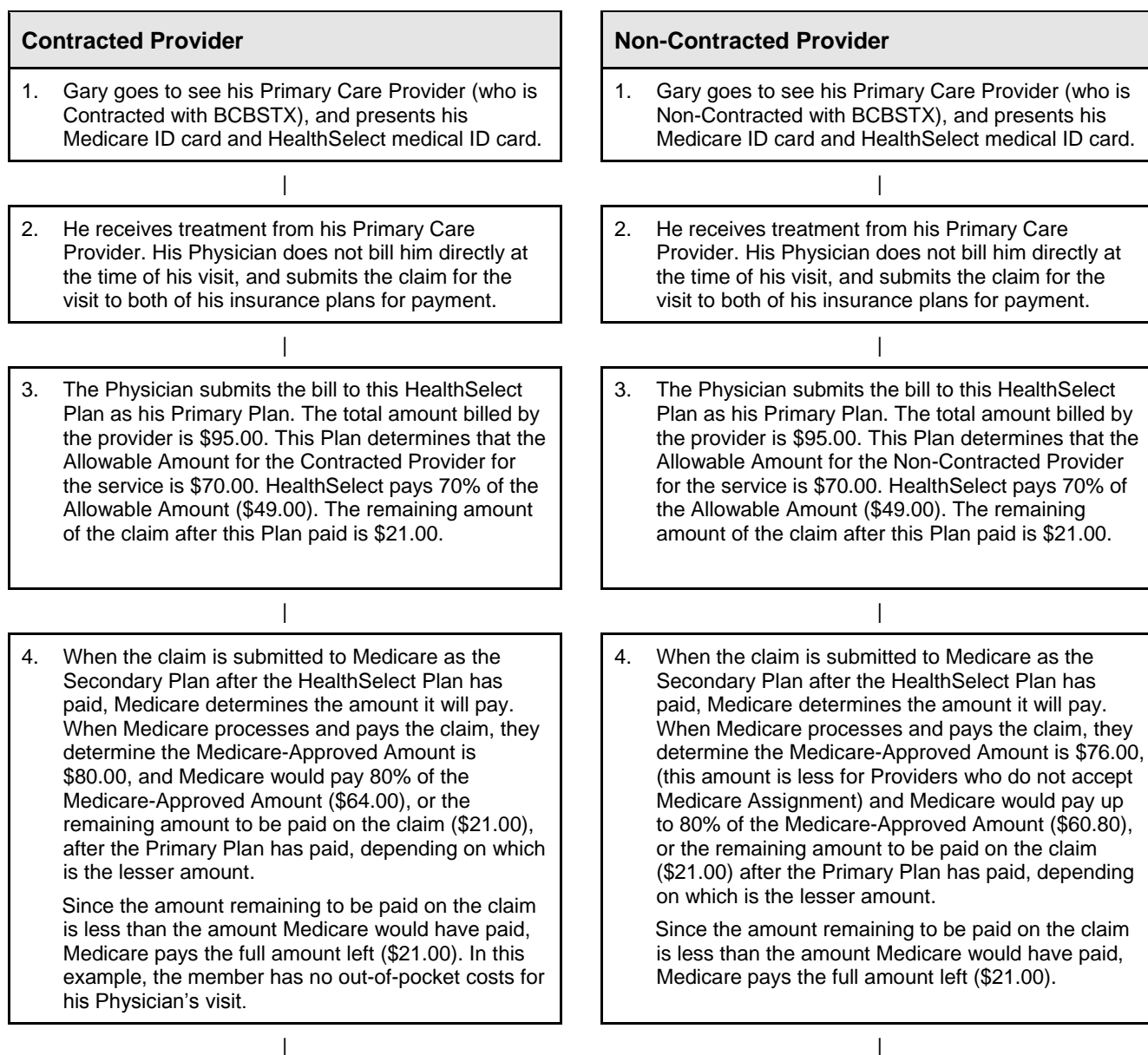
If you are a Medicare Eligible Return-to-Work Retiree with Retiree Level Benefits, a Medicare Eligible Dependent of a Return-to-Work Retiree with Retiree Level Benefits, or a Medicare-Eligible Out-of-Country Participant, the Plan pays Benefits first.

<b>This Plan's Features</b>	<b>Applies to the Out-of-Pocket Coinsurance Maximum?</b>
Payments toward this Plan's Annual Deductible	No
Coinsurance payments for Covered Health Services	Yes
Services or supplies that are for non-Covered Health Services excluded under this Plan	No
Expenses not covered because a maximum Benefit has been reached under this Plan	No
Charges that exceed Allowable Amounts as determined by Blue Cross and Blue Shield of Texas	No

*How the Plan Works – Example*

The following example illustrates how Annual Deductibles, Out-of-Pocket Coinsurance Maximums, and Coinsurance work in practice and the difference between seeing a Contracted Provider and seeing a Non-Contracted Provider.

Let's say Gary has individual coverage under this Plan and has Medicare as his Secondary Plan. He has met his Annual Deductible (\$200) and needs to see a Physician. The flow chart below shows what happens when he visits a Contracted Provider versus a Non-Contracted Provider.



**Contracted Provider**

5. Since the Physician is Contracted with Blue Cross and Blue Shield of Texas, Gary is not responsible for the difference between the billed amount and the HealthSelect Allowable Amount.

Blue Cross and Blue Shield of Texas applies the amount it paid for the claim (\$49.00) toward Gary's Coinsurance Maximum.

**Non-Contracted Provider**

5. Since the Physician is Non-Contracted with Blue Cross and Blue Shield of Texas and does not Accept Medicare Assignment, Gary is responsible for \$9.12, which is the difference between the Medicare-Approved Amount and the Medicare Limiting Charge).

Blue Cross and Blue Shield of Texas applies only the amount it paid for the claim (\$49.00) toward Gary's Coinsurance Maximum.

**Special Note Regarding Medicare**

You are not required to obtain Prior Authorization from Blue Cross and Blue Shield of Texas before receiving Covered Health Services (regardless of whether Medicare covers them or not) if you are enrolled in Medicare. The Plan will pay Benefits Primary for participants enrolled in this Plan as described in Section 11, *Coordination of Benefits (COB)*.

## SECTION 5 - SCHEDULE OF BENEFITS AND COVERAGE FOR ALL PARTICIPANTS IN THIS PLAN

This section applies to all Participants enrolled in this Plan, regardless if you have Medicare coverage.

Table 3 below contains this Plan's Annual Deductibles, Out-of-Pocket Coinsurance Maximums, and other maximums applicable for Covered Health Services under this Plan.

If Medicare is your Primary Plan, the amounts that apply to the annual Medicare Deductible also apply to this Plan's Annual Deductible for Covered Health Services. Visit [Medicare.gov](https://www.medicare.gov) for the most current Medicare Deductible amounts.

TABLE 3	
Plan Features	HealthSelect Secondary Plan Benefits
<b>Annual Deductible<sup>1</sup></b>	
• Participant, per Calendar Year	\$200
• Family, per Calendar Year (not to exceed the applicable Individual amount per Participant)	\$600
<b>Coinsurance Maximum per Calendar Year, per Participant</b>	\$3,000
<b>Lifetime Maximum Benefit</b>	Unlimited

<sup>1</sup> If two or more Participants who are covered by the same Subscriber are injured in the same accident, the family Annual Deductible will not apply. Instead, only one Participant's Annual Deductible is required for the Calendar Year in which the accident occurred.

Table 4 below contains the percentages of Allowable Amounts that the Plan applies for the Covered Health Services listed. The percentage of Allowable Amounts not paid by the Plan is the Coinsurance for which you may be responsible. For detailed descriptions of Covered Health Services and Benefits, refer to Section 6, *Details for Covered Health Services*.

Remember if you are retired and enrolled in Medicare, Medicare usually pays first. For details on Medicare coverage, including when Medicare is considered Primary, visit [Medicare.gov](http://Medicare.gov).

For Medicare covered services, Blue Cross and Blue Shield of Texas reimburses Covered Health Services based on the Medicare-Approved Amount after this Plan's Annual Deductible is met. For more information on how the plan works when you have Medicare Primary, see Section 3, *How the Plan Works for Medicare-Eligible Retirees and their Medicare-Eligible Dependents*.

<b>TABLE 4</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<b>Acquired Brain Injury</b>	
• Physician's Office Services	70%
• Hospital - Inpatient Stay	70%
• Physician Fees for Surgical and Medical Services	70%
• Rehabilitation Services - Outpatient Therapy	70%
<b>Allergy Treatment</b>	70%
<b>Ambulance Services</b> (Emergency and Non-Emergency)	70% of billed charges
<b>Chiropractic Treatment</b> Maximum Benefits of \$75 per visit and maximum of 30 visits per Calendar Year. (Airrosti Providers have a benefit maximum of 30 visits per Calendar Year. Maximum benefit of \$75 per visit does not apply to Airrosti Providers.)	70%
<b>Christian Science Practitioner Services</b>	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<b>Clinical Trials</b>	
• Physician's Office Services	70%
• Physician Fees for Surgical and Medical Services	70%
• Hospital - Inpatient Stay	70%
<b>Congenital Heart Disease (CHD) Services</b>	
• Hospital - Inpatient Stay	70%
• Physician's Office Services	70%
• Physician Fees for Surgical and Medical Services	70%
• Scopic Procedures - Outpatient Diagnostic and Therapeutic	70%
• Surgery - Outpatient	70%
<b>Dental Services</b>	
• Accident Related	70%
• Medical Condition-Related	70%
• Dental Anesthesia	
- Hospital - Inpatient Stay	70%
- Surgery - Outpatient	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<p><b>Diabetes Services</b> See <i>Durable Medical Equipment</i> in Section 6, <i>Details for Covered Health Services</i>, for limits.</p>	
<ul style="list-style-type: none"> <li>• Diabetes Self-Management and Training/ Diabetic Eye Examinations/Foot Care <ul style="list-style-type: none"> <li>- Physician's Office Services</li> </ul> </li> </ul>	70%
<ul style="list-style-type: none"> <li>• Diabetes Self-Management Items <ul style="list-style-type: none"> <li>- Diabetes equipment</li> <li>- Diabetes supplies</li> </ul> </li> </ul>	70%
<b>Durable Medical Equipment (DME)</b>	70%
<b>Emergency Services</b>	70%
<ul style="list-style-type: none"> <li>• Hospital Emergency Room - Outpatient <ul style="list-style-type: none"> <li>• True Emergency</li> </ul> </li> </ul>	<i>Contracted Provider</i> 70%  <i>Non-Contracted Provider</i> 70% of billed charges
<ul style="list-style-type: none"> <li>• Non-Emergency</li> </ul>	70%
<ul style="list-style-type: none"> <li>• Freestanding Emergency Room (FSER not affiliated with Hospital)</li> </ul> <p><b>IMPORTANT:</b> Free Standing Emergency Rooms cannot accept Medicare. In these instances, HealthSelect will pay Primary and you will pay more of the cost.</p>	
<ul style="list-style-type: none"> <li>• True Emergency</li> </ul>	<i>Effective September 1, 2017 - December 31, 2017</i>  <i>Contracted Provider</i> 70%  <i>Non-Contracted Provider</i> 70% of billed charges  <i>Effective January 1, 2018 – August 31, 2018</i>  <i>Contracted Provider</i> 70%  <i>Non-Contracted Provider</i> 70%



<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<ul style="list-style-type: none"> <li>Non-Emergency</li> </ul>	70%
<ul style="list-style-type: none"> <li>Freestanding Emergency Department - (FSER Department that is Hospital-affiliated)</li> </ul>	
<ul style="list-style-type: none"> <li>True Emergency</li> </ul>	<i>Contracted Provider</i> 70% <i>Non-Contracted Provider</i> 70% of billed charges
<ul style="list-style-type: none"> <li>Non-Emergency</li> </ul>	70%
<ul style="list-style-type: none"> <li><b>Hospital-Based Providers</b> (includes Radiologists, Anesthesiologists, Pathologists and Labs, and Emergency Room Physicians, and could include other Hospital-based Providers)</li> </ul>	
<ul style="list-style-type: none"> <li>True Emergency</li> </ul>	<i>Contracted Provider</i> 70% <i>Non-Contracted Provider</i> 70% of billed charges
<ul style="list-style-type: none"> <li>Non-Emergency</li> </ul>	70%
<b>Family Planning and infertility Services</b>	
<ul style="list-style-type: none"> <li>FDA-approved women's contraception methods, voluntary sterilization and contraceptive counseling</li> </ul>	100% Annual Deductible does not apply
<ul style="list-style-type: none"> <li>All other family planning services and supplies</li> </ul>	70%
<b>Habilitation and Rehabilitation Services - Outpatient Therapy</b> (including physical therapy, occupational and speech therapy)	70%
<b>Hearing Aids</b> Maximum Benefits of \$1,000 per ear for any consecutive 36-month period and \$1 per battery.	100% Annual Deductible does not apply
<b>High-Tech Radiology - CT, PET, MRI, MRA and Nuclear Medicine – Outpatient</b>	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<b>Home Health Care</b>	
<ul style="list-style-type: none"> <li>Home infusion therapy</li> </ul>	70%
<ul style="list-style-type: none"> <li>All other home health care services</li> </ul>	100% Annual Deductible does not apply
Maximum of 100 visits per Calendar Year when provided by Non-Contracted Providers.	
<b>Hospice Care</b>	70% Annual Deductible does not apply
<b>Hospital - Inpatient Stay</b>	70%
<b>Lab, X-Ray and Diagnostics - Outpatient</b>	70%
<b>Maternity Care</b>	
<ul style="list-style-type: none"> <li>Physician's Office Services</li> </ul> <p>Coinsurance does not apply to prenatal visits and obstetrician delivery services by a Contracted Provider. Complications of Pregnancy are treated as Physician's Office Services - Sickness and Injury.</p>	100% Annual Deductible does not apply
<ul style="list-style-type: none"> <li>Hospital - Inpatient Stay</li> </ul> <p>A separate Coinsurance and Deductible will not apply for a newborn child unless the child's length of stay in the Hospital exceeds the mother's or unless the mother is not a HealthSelect Plan Participant.</p>	70%
<ul style="list-style-type: none"> <li>Physician Fees for Surgical and Medical Services (Non-obstetric services)</li> </ul>	70%
<ul style="list-style-type: none"> <li>Lab, X-Ray and Diagnostics - Outpatient</li> </ul>	70%* *If services are billed by a Contracted Provider as preventive, coverage will be at 100% and the Annual Deductible will not apply.
<b>Medical Supplies</b>	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<p><b>Medications and Injections – Outpatient</b>  <b>Note:</b> Medications and Injections that are preventive in nature are covered as shown under <i>Preventive Care Services</i> in this section.</p> <p>Outpatient prescription medications may be covered under HealthSelect’s Prescription Drug Program administered by OptumRx or the HealthSelect Medicare RX plan administered by UnitedHealthcare, depending on whether you are enrolled in Medicare or not.</p>	70%
<b>Mental Health Services</b>	
<i>See Neurobiological Disorders - Autism Spectrum Disorder Services and Serious Mental Illness Services in this section for these Benefits.</i>	
• Hospital - Inpatient Stay	70%
• Outpatient Facility Care (Partial Hospitalization/Day Treatment and Intensive Outpatient Treatment)	70%
• Outpatient Physician or Mental Health Provider Services	70%
<b>Neurobiological Disorders - Autism Spectrum Disorder Services</b>	
• Hospital - Inpatient Stay	70%
• Outpatient Facility Care (Partial Hospitalization/Day Treatment and Intensive Outpatient Treatment)	70%
• Outpatient Physician or Mental Health Provider Services	70%
<b>Nutritional Counseling</b>	70%
<b>Ostomy Supplies</b>	70%
<b>Physician Fees for Surgical and Medical Services (includes services for Second Opinion)</b>	70%
<b>Physician's Office Services - Sickness and Injury (includes services for Second Opinion)</b>	
• PCP	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<ul style="list-style-type: none"> <li>Specialist Physician</li> <li>Obstetrician or gynecologist</li> </ul>	70%
<ul style="list-style-type: none"> <li>Outpatient Clinic Facility Services</li> </ul>	70%
<ul style="list-style-type: none"> <li>In addition to the Benefits stated in this section, the Coinsurance and any Deductible for the following services apply when the Covered Health Service is performed in a Physician's office</li> <li>high-tech radiology and nuclear medicine described under High-Tech Radiology - CT, PET, MRI, MRA and Nuclear Medicine – Outpatient</li> <li>diagnostic and therapeutic scopic procedures described under Scopic Procedures - Outpatient Diagnostic and Therapeutic and Outpatient surgery procedures described under Surgery – Outpatient.</li> </ul>	
<ul style="list-style-type: none"> <li>Lab, X-Ray and Diagnostics – Outpatient</li> </ul>	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<p><b>Preventive Care Services</b> (See chart on pages 141-142 for list of services.)</p> <ul style="list-style-type: none"> <li><b>Note:</b> Under the Affordable Care Act, certain Preventive Care Services are paid at 100% (i.e., at no cost to the Participant) conditioned upon Physician billing and diagnosis. In some cases, you may be responsible for payment on certain related services, such as diagnostic services and/or services provided by a Non-Contracted Provider) that are not guaranteed payment at 100% by the Affordable Care Act</li> </ul>	<p>100% Annual Deductible does not apply</p>
<b>Private Duty Nursing - Outpatient</b>	70%
<b>Prosthetic Devices</b>	70%
<b>Reconstructive Procedures</b>	
• Physician's Office Services	70%
• Hospital - Inpatient Stay	70%
• Physician Fees for Surgical and Medical Services	70%
• Prosthetic Devices	70%
• Surgery - Outpatient	70%
<b>Retail Health Clinic</b>	70%
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<b>Serious Mental Illness Services</b>	
• Hospital - Inpatient Stay	70%
• Outpatient Facility Care (Partial Hospitalization/Day Treatment and Intensive Outpatient Treatment)	70%
• Outpatient Physician or Mental Health Provider Services	70%
<b>Skilled Nursing Facility/Inpatient Rehabilitation Facility Services</b>	100% Annual Deductible does not apply
<b>Substance Use Disorder Services</b>	
• Hospital - Inpatient Stay	70%
• Outpatient Facility Care (Partial Hospitalization/Day Treatment and Intensive Outpatient Treatment)	70%
• Outpatient Physician or Mental Health Provider Services	70%
<b>Surgery - Outpatient</b>	70%
<b>Temporomandibular Joint (TMJ) Services and Orthognathic Surgery</b>	
• Physician's Office Services	70%
• Hospital - Inpatient Stay	70%
• Physician Fees for Surgical and Medical Services	70%
• Surgery - Outpatient	70%
<b>Therapeutic Treatments - Outpatient</b>	70%

<b>TABLE 4 (Cont'd)</b>	
<b>Covered Health Services</b>	<b>Percentage of Allowable Amounts Payable by this Plan after Annual Deductible is Met:</b>
<b>Transplant Services</b>	
• Physician's Office Services	70%
• Hospital - Inpatient Stay	70%
• Physician Fees for Surgical and Medical Services	70%
<b>Urgent Care Center Services</b>	70%
<b>Virtual Visits</b> Benefits are available only when services are delivered through a Contracted Virtual Network Provider. You can find a Contracted Virtual Network Provider by going to <a href="http://www.healthselectoftexas.com">www.healthselectoftexas.com</a> or by calling Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free.	<i>Contracted Provider</i> 100% Annual Deductible does not apply  <i>Non-Contracted Provider</i> Not Covered
<b>Vision Examinations</b>	
• Routine Eye Exam  Maximum of one routine exam per Participant per Calendar Year.	70%
• Non-routine or follow-up visits	70%

## SECTION 6 - DETAILS FOR COVERED HEALTH SERVICES

### What This Section Includes

- Covered Health Services for which the Plan pays Benefits.

This section supplements Table 4 in Section 5, *Schedule of Benefits and Coverage*.

While Table 4 provides you with the percentage of Allowable Amounts payable by the Plan, along with Benefit limitations, and Annual Deductible information for each Covered Health Service, this section provides more details of Covered Health Services and the Benefits for those services. These details provide any additional limitations that may apply. The Covered Health Services in this section appear in the same order as they do in Table 4 for easy reference. Health care services that are not covered are described in Section 7, *Exclusions: What the Medical Plan Will Not Cover*.

**Important Note-** If you are enrolled in Medicare, Medicare may not provide coverage for all services covered under this Plan. Visit [Medicare.gov](https://www.medicare.gov) to find out if your service is covered.

### Reminder

All Covered Health Services must be determined by the Plan to be Medically Necessary. Capitalized terms are defined in Section 15, *Glossary*, and may help you to understand the Benefits in this section.

### Acquired Brain Injury

The Plan pays Benefits for the treatment of conditions that are the result of, and related to, acquired brain injury. Covered Health Services include, but are not limited to:

- cognitive communication therapy;
- cognitive rehabilitation therapy;
- community reintegration services;
- neurobehavioral, neurophysiological, neuropsychological, and psychophysiological testing or treatment;
- neurocognitive therapy and rehabilitation;
- neurofeedback therapy;
- post-acute transition services; and
- remediation.

### Allergy Treatment

The Plan pays for Benefits for allergy treatment, including injections, testing and antigens/serum, received in a Physician's office or other Outpatient Facility when no other health service is received.

### Ambulance Services

The Plan covers Emergency ambulance services and transportation provided by a licensed ambulance service to the nearest Hospital that offers Emergency Health Services. See Section 15, *Glossary*, for the definition of Emergency and Emergency Health Services.



Ambulance service by air is covered in an Emergency if ground transportation is impossible, or would seriously jeopardize your life or health. If special circumstances exist, the Plan may pay Benefits for Emergency air transportation to a Hospital that is not the closest Facility to provide Emergency Health Services.

The Plan also covers transportation provided by a licensed professional ambulance (either ground or air ambulance, as the Plan determines appropriate) between Facilities when the transport is requested by a Physician and is:

- from a Non-Contracted Hospital to a Contracted Hospital;
- to a Hospital that provides a higher level of Medically Necessary care that was not available at the original Hospital;
- to a more Cost-Effective acute care Facility; or
- from an acute Facility to a sub-acute setting;

## Chiropractic Treatment

The Plan provides Benefits for Chiropractic Treatment when provided by a licensed Doctor of Chiropractic.

Benefits can be denied or limited for Participants who are not progressing in goal-directed Chiropractic Treatment or if treatment goals have previously been met. Benefits under this section are not available for maintenance or preventive Chiropractic Treatment.

Benefits for Chiropractic Treatment are limited to \$75 per visit, regardless of whether the Provider is Contracted or Non-Contracted. Any combination of Contracted Benefits and Non-Contracted Benefits for Chiropractic Treatment is limited to 30 visits per Calendar Year.

If you receive Chiropractic Treatment from Airrosti Rehab Centers, the maximum Benefit of \$75 per visit will not apply to Airrosti Rehab Center Providers. The 30 visit Benefit maximum will still apply.

**Note:** Airrosti providers are not able to treat Participants with Medicare coverage (regardless if Medicare is your Primary or Secondary Plan). If you have Medicare and are seeking additional treatment options, talk to your PCP about other treatment options, or call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039 for help locating other Contracted Providers.

## Christian Science Practitioner Services

Benefits are provided for recognized services of a Christian Science Practitioner when in lieu of Physician or Other Provider services.

## Clinical Trials

Benefits are provided for routine patient care costs incurred during participation in a qualifying Phase I, II, III or IV Clinical Trial for the prevention, detection or treatment of a life-threatening disease or condition. Benefits are provided for the reasonable and necessary items and services used to prevent, detect and treat complications arising from participation in a qualifying Clinical Trial. Benefits are available only when the Participant is clinically eligible for participation in the Clinical Trial as defined by the researcher.

Benefits for routine patient care costs for Clinical Trials include, but are not limited to:

- Covered Health Services for which Benefits are typically provided absent a Clinical Trial;
- Covered Health Services required solely for the provision of the investigational item or service, the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and

- Covered Health Services needed for reasonable and necessary care arising from the provision of an investigational item or service.

The following are not considered routine patient care costs for Clinical Trials and no Benefits are payable:

- the Experimental or Investigational Service or item;
- items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- items and services associated with managing the Clinical Trial;
- items and services that are inconsistent with widely accepted and established standards of care for the particular diagnosis;
- any item or service that is not a Covered Health Service or is specifically excluded under the Plan, regardless of whether the item or service is required in connection with participation in a Clinical Trial; and
- items and services provided by the research sponsors free of charge for any person enrolled in the trial.

A qualifying Clinical Trial is a Phase I, Phase II, Phase III, or Phase IV Clinical Trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition and is described in any of the following bullet points:

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH), including the National Cancer Institute (NCI) (including a cancer center that has been designated by the NCI as a Clinical Cancer Center or Comprehensive Cancer Center);
  - Centers for Disease Control and Prevention (CDC);
  - Agency for Healthcare Research and Quality (AHRQ);
  - Centers for Medicare and Medicaid Services (CMS);
  - a cooperative group or center of any of the entities described above, the Department of Defense (DOD) or the Department of Veterans Affairs (VA);
  - a qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants;
  - the Department of Veterans Affairs, the Department of Defense or the Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the Secretary of Health and Human Services to both:
    - be comparable to the system of peer review of studies and investigations used by the National Institutes of Health; and
    - assure unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review; or
  - an institutional review board of an institution in Texas that has an agreement with the Office for Human Research Protections of the U.S. Department of Health and Human Services;
- the study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration;
- the study or investigation is a drug trial that is exempt from having such an investigational new drug application;

- the Clinical Trial must have a written protocol that describes a scientifically sound study and have been approved by all relevant institutional review boards (IRBs) before Participants are enrolled in the trial. The Plan may, at any time, request documentation about the trial; or
- the subject or purpose of the trial must be the evaluation of an item or service that meets the definition of a Covered Health Service and is not otherwise excluded under the Plan.

## Congenital Heart Disease (CHD) Services

The Plan pays Benefits for Congenital Heart Disease (CHD) services ordered by a Physician. Benefits include, but are not limited to, the Facility charge and the charge for supplies and equipment. Benefits are available for the following CHD services:

- evaluation;
- fetal echocardiograms;
- interventional cardiac catheterizations;
- in-utero surgery to correct CHD or heart defects;
- Outpatient diagnostic testing; and
- surgical interventions.

CHD services other than those listed above are excluded from coverage, unless determined by Blue Cross and Blue Shield of Texas to be proven procedures for the involved diagnoses. Contact Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free for information about CHD services.

If you receive Congenital Heart Disease services, the Plan pays Benefits as described under:

- Hospital - Inpatient Stay;
- Physician Fees for Surgical and Medical Services;
- Physician's Office Services - Sickness and Injury;
- Scopic Procedures - Outpatient Diagnostic and Therapeutic;
- Surgery – Outpatient; and
- Therapeutic Treatments - Outpatient.

## Dental Services

### *Accident-Related*

Dental services are covered by the Plan when all the following are true:

- treatment is necessary because of accidental damage caused by physical trauma, including but not limited to such Injury resulting from domestic violence or a medical condition to sound and natural teeth (i.e., teeth with no major restorations and no periodontal involvement) and/or dental work that was in place at the time of the Injury, including, but not limited to, crowns, veneers, bridges and implants;
- the dental damage did not occur because of normal activities of daily living or extraordinary use of the teeth;

- dental services are performed by a Doctor of Dental Surgery or a Doctor of Medical Dentistry; and
- the dental damage is severe enough that initial contact with a Physician or dentist occurred within 72 hours of the accident (You may request an extension of this time period provided that you do so within 60 days of the dental damage and if extenuating circumstances exist due to the severity of the accident that caused the dental damage).

Dental services for final treatment to repair the accidental dental damage must be completed within 24 months of the accident.

The Plan provides Benefits for only the following treatment of accidental dental damage:

- endodontic (root canal) treatment;
- Emergency examination;
- extractions;
- necessary diagnostic X-rays;
- post-traumatic crowns if such are the only clinically acceptable treatment;
- prefabricated post and core;
- replacement of lost teeth due to the Injury;
- restoration or replacement of dental work that was in place at the time of the Injury, including, but not limited to, crowns, veneers, bridges and implants;
- simple minimal restorative procedures (fillings);
- temporary repairs immediately following the Injury that will allow any of the above permanent repairs to be performed; and
- temporary splinting of teeth.

#### *Alternate Benefit for Accident-Related Dental Services*

If you require new dental work, such as crowns or implants, or repair/replacement of dental work that was in place at the time of the Injury, as described above, the Plan will pay benefits for the most Cost-Effective procedure(s) recommended by the treating Provider. However, if you choose to have a costlier procedure(s), the Plan may reimburse you for a portion of your costs, up to a maximum of the amount of the more Cost-Effective procedure. When you submit your claim, you must include an estimate from the Provider for the more Cost-Effective procedure(s) in addition to receipts for the alternate procedure(s) actually performed. You will receive a maximum reimbursement of the amount estimated for the more Cost-Effective procedure(s).

#### *Medical Condition-Related*

The Plan also covers dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition limited to:

- medical transplant procedures;
- initiation of immunosuppressives (medication used to reduce inflammation and suppress the immune system);
- treatment or correction of a Congenital Anomaly when provided to an eligible Dependent child; and
- direct treatment of cancer or cleft palate.

The Plan also provides Benefits for Covered Health Services for oral surgery for the following:

- excision of neoplasms, including benign, malignant and premalignant lesions, tumors and non-odontogenic cysts;
- incision and drainage of cellulitis;
- surgical procedures involving sinuses, salivary glands and ducts;
- removal of teeth if integral to a medical procedure prior to radiation therapy of the head and neck, but not the dental reconstruction for the replacement of the extracted teeth;
- replacement of natural teeth lost as a result of radiation therapy performed while you are a Participant in the Plan;
- reconstruction after tumor removal (including bone grafting and dental implants if necessary to stabilize a maxillofacial prosthesis such as an obturator); and
- removal of broken teeth if necessary to reduce jaw fracture.

### *Dental Anesthesia*

The Plan provides Benefits for dental anesthesia for a Participant whose dentist provides documentation that states he or she cannot undergo local anesthesia because of a documented physical, mental or medical reason.

Charges for the dental procedure itself, including, but not limited to, the professional fees of the dentist, are not covered.

### Diabetes Services

The Plan pays Benefits for the Covered Health Services identified in the table below:

<b>Covered Diabetes Services</b>	
Diabetic Eye Examinations/Foot Care	Benefits under this section include, but are not limited to, medical eye examinations (dilated retinal examinations) and preventive foot care for Participants with diabetes.
Diabetes Self-Management Training Programs	<p>Benefits are provided for Outpatient self-management training, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• training after the initial diagnosis of diabetes regarding the care and management of diabetes, nutritional counseling and proper use of diabetes equipment and supplies;</li> <li>• training after a significant diagnosed change in symptoms or condition requiring change in self-management regime; and</li> <li>• periodic training warranted by the development of new techniques and treatment for diabetes.</li> </ul> <p>These services must be ordered by a Physician and provided by appropriately licensed or registered health care professionals.</p>

Covered Diabetes Services (Cont'd)	
Diabetic Self-Management Items	<p>Insulin pumps and supplies for the management and treatment of diabetes, based upon the medical needs of the Participant.</p> <p>Covered diabetes equipment is specifically defined as:</p> <ul style="list-style-type: none"> <li>• blood glucose monitors, including monitors designed to be used by blind individuals;</li> <li>• insulin infusion devices;</li> <li>• insulin pumps and associated appurtenances; and</li> <li>• podiatric appliances (shoes, shoe inserts and foot orthotics) for the prevention of complications associated with diabetes</li> </ul> <p>Insulin pumps are subject to all the conditions of coverage stated under <i>Durable Medical Equipment</i> in this section.</p> <p>Covered diabetes supplies are specifically defined as:</p> <ul style="list-style-type: none"> <li>• alcohol wipes;</li> <li>• glucagon Emergency kits;</li> <li>• injection aids;</li> <li>• lancets and lancet devices;</li> <li>• syringes;</li> <li>• test strips for blood glucose monitors; and</li> <li>• visual reading and urine tests strips.</li> </ul> <p><b>Note:</b> Insulin, prescriptive and non-prescriptive oral agents for controlling blood sugar levels as well as insulin pens and syringes/pen needles are covered under the HealthSelect Prescription Drug Program through OptumRx or the HealthSelect Medicare Rx plan through United HealthCare.</p>

## Durable Medical Equipment (DME)

The Plan pays for Durable Medical Equipment (DME) that is:

- ordered or provided by a Physician for Outpatient use;
- not consumable or disposable;
- used for medical purposes with respect to treatment of a Sickness, Injury or disability or their symptoms;
- durable enough to withstand repeated use;
- not implantable within the body (except as noted below); and
- appropriate for use, and primarily used, within the home.

If more than one piece of DME can meet your functional needs, you will receive Benefits only for the most Cost-Effective piece of equipment. Benefits are provided for a single unit of DME (example: one insulin pump) and for repairs of that unit.

Examples of DME include, but are not limited to:

- continuous positive airway pressure device (CPAP or BIPAP);
- equipment to administer oxygen (e.g., respirator);
- equipment to assist mobility, such as a standard wheelchair;
- Hospital beds;
- delivery pumps for tube feedings;
- negative pressure wound therapy pumps (e.g., wound vacuums);
- burn garments;
- insulin pumps and all related insulin pump supplies as described under *Diabetes Services* in this section;
- external cochlear devices and systems (**Note:** Cochlear implants are also covered by the Plan under Hospital - Inpatient Stay, Rehabilitation Services - Outpatient Therapy or Surgery - Outpatient in this section);
- cranial remolding orthotics (e.g., cranial helmets);
- braces that stabilize an injured body part, including, but not limited to, necessary adjustments to shoes to accommodate braces. Braces that stabilize an injured body part and braces to treat curvature of the spine are considered Durable Medical Equipment and are a Covered Health Service. Braces that straighten or change the shape of a body part are excluded from coverage. Dental braces are also excluded from coverage; and
- equipment for the treatment of chronic or acute respiratory failure or conditions.

The Plan also covers batteries, tubings, nasal cannulas, connectors, headgear and masks used in connection with DME.

Benefits also include speech aid devices and tracheo-esophageal voice devices required for treatment of severe speech impediment or lack of speech directly attributed to Sickness or Injury.

**Note:** DME is different from prosthetic devices – see *Prosthetic Devices* in this section.

Benefits are provided for the repair/replacement of a type of Durable Medical Equipment once every three Calendar Years.

At the Plan's discretion, replacements may be covered when the DME is damaged beyond repair due to normal wear and tear, when repair costs exceed new purchase price or when a replacement piece of DME is required due to the Participant's growth or other physical change or a change in the Participant's abilities or medical condition occurs sooner than the three-year timeframe. Repairs, including, but not limited to, the replacement of essential accessories, such as hoses, tubes, mouth pieces, etc., for necessary DME are only covered when required to make the item/device serviceable and the estimated repair expense does not exceed the cost of purchasing or renting another item/device. Requests for repairs may be made at any time and are not subject to the three-year timeline for replacement.

Important note: In some geographic areas, if you are enrolled in Medicare, Medicare requires DME equipment and supplies to be purchased from specific providers. To find out more about your Medicare benefits and coverage, visit [Medicare.gov](https://www.medicare.gov).

## Emergency Room Services - Outpatient

The Plan's Emergency room services Benefit pays for Outpatient treatment at a Hospital or Alternate Facility when required to stabilize a patient or initiate treatment.

Emergency room Benefits may be available when you seek such services to treat a condition you reasonably believe is an Emergency even if, once diagnosed, the condition is not determined by the Plan to have been an Emergency.

A Freestanding Emergency Room and Freestanding Emergency Department are medical care Facilities that are structurally separate and distinct from a Hospital that provides Emergency Health Services.

Please note that Benefits may be different for Freestanding Emergency Rooms and Freestanding Emergency Departments as described in Section 5- *Schedule of Benefits and Coverage* under the heading *Emergency Services*.

## Family Planning and Infertility Services

The Plan pays Benefits for voluntary family planning services and supplies. Coverage is provided for contraceptive counseling, elective sterilization procedures (tubal ligation or vasectomy), contraceptives drugs administered by a Provider (e.g., Depo-Provera, Norplant) and contraceptive devices (e.g., diaphragm, intrauterine device (IUD)), including fitting and removal.

**Note:** Oral contraceptives are covered under the HealthSelect Prescription Drug Program administered by OptumRx or the HealthSelect Medicare Rx plan administered by UnitedHealthCare.

Coverage for infertility services includes only diagnostic laboratory and X-ray procedures, therapeutic injections and surgical treatment necessary for the diagnosis and treatment of involuntary infertility (i.e., infertility that is not a result of voluntary sterilization).

For services specifically excluded, refer to Section 7, *Exclusions: What the Medical Plan Will Not Cover*, under the heading *Reproduction/Infertility*.

## Habilitation and Rehabilitation Services - Outpatient Therapy

The Plan provides short-term Outpatient Habilitation services and rehabilitation services for the following types of therapy:

- cardiac rehabilitation
- cognitive rehabilitation therapy following a traumatic brain Injury or cerebral vascular accident;
- occupational therapy;
- physical therapy;
- post-cochlear implant aural therapy
- pulmonary rehabilitation; and
- speech therapy.

Benefits provided under this section include “Habilitation” services, which are health care services that help a person keep, learn or improve skills and functioning for daily living prescribed by a Participant’s treating Physician pursuant to a treatment plan to develop a function not previously developed as a result of a disabling condition, or a disorder resulting from Sickness, Injury, trauma or other event or condition suffered by the Participant prior to the development by that Participant of one or more functional life skills such as walking or talking. Benefits for Habilitation services do not apply to Educational services. Custodial Care, respite care, day care, therapeutic recreation, vocational training and residential treatment are not Habilitation services.

To be Covered Health Services, all Habilitation services or rehabilitation services must be performed by a licensed therapy Provider under the direction of a Physician (when required by state law) and must be provided in a Physician's office or on an Outpatient basis at a Hospital or



Alternate Facility. Your Provider will be required to submit a treatment plan that outlines goal-directed Habilitation services or rehabilitation services. Benefits can be denied or shortened for Participants who are not progressing in goal-directed rehabilitation services or if rehabilitation goals have previously been met.

Benefits for Durable Medical Equipment and prosthetic devices, when used as a component of Habilitation services, are described under *Durable Medical Equipment* and *Prosthetic Devices* in this section.

Massage therapy is a Covered Health Service when Medically Necessary and provided by a licensed therapy Provider, subject to all the conditions of this section.

Except as described below under *Therapies for Children with Developmental Delay Services*, the Plan will pay Benefits for speech therapy for the treatment of disorders of speech, language, voice, communication and auditory processing only when:

- the speech impediment or dysfunction results from a Congenital Anomaly or Injury or Sickness, including, but not limited to, stroke, cancer or Autism Spectrum Disorder;
- needed following the placement of a cochlear implant; or
- used to treat stuttering, stammering, or other articulation disorders not related to an underlying medical condition.

## Hearing Aids

The Plan pays Benefits for hearing aids required for the correction of a hearing impairment (a reduction in the ability to perceive sound which may range from slight to complete deafness). Hearing aids are electronic amplifying devices designed to bring sound more effectively into the ear. A hearing aid consists of a microphone, amplifier and receiver.

Benefits are available for a hearing aid that is purchased as a result of a written recommendation by a Physician. Benefits are provided for the hearing aid and for charges for associated fitting and testing.

Benefits for hearing aids, including fitting, testing and molds, are limited to \$1,000 per hearing impaired ear for any consecutive 36-month period.

Hearing aid batteries are not included in the hearing aid Benefit limit. Hearing aid batteries are covered at 100% up to maximum of \$1 per battery. You must submit a receipt with a completed claim form located under the *Publications and Forms* section at [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

Benefits do not include dispensing fees or repairs to a hearing aid, even if the hearing aid purchase was a Covered Health Service under the Plan.

**Note:** Limited coverage of bone anchored hearing aids is provided as described under *Prosthetic Devices* in this section.

## High-Tech Radiology - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient

The Plan pays Benefits for CT scans, PET scans, MRI, MRA, nuclear medicine, and major diagnostic services received on an Outpatient basis at a Hospital or Alternate Facility or in a Physician's office.

Benefits under this section include, but are not limited to:

- the Facility charge and the charge for supplies and equipment; and
- Physician services for radiologists, anesthesiologists and pathologists.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

## Home Health Care

Covered Health Services are services that a Home Health Agency provides if you need care in your home due to the nature of your condition. Services must be:

- ordered by a Physician;
- provided by or supervised by a registered nurse (R.N.) or licensed vocational nurse (L.V.N.) or provided by either a home health aide or licensed practical nurse (L.P.N.) and supervised by a registered nurse, in your home;
- not considered Custodial Care, as defined in Section 15, *Glossary*; and
- provided on a part-time or Intermittent Skilled Nursing Care schedule when Skilled Care is required. Refer to Section 15, *Glossary*, for the definition of Skilled Care.

Blue Cross and Blue Shield of Texas will decide if Skilled Care is needed by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be Skilled Care simply because there is not an available caregiver.

Covered Health Services for home health care include, but are not limited to:

- physical, occupational (when consisting of traditional physical therapy modalities), speech and respiratory therapy services provided by a licensed therapist; and
- supplies and equipment routinely provided by a Home Health Agency.

For services specifically excluded, refer to Section 7, *Exclusions: What the Medical Plan Will Not Cover*, under the heading *Types of Care*.

Benefits under this section are provided for home infusion therapy, which is the administration of fluids, nutrition or medication (including, but not limited to, all additives, and chemotherapy) by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting. There is no coverage for home infusion therapy unless it is performed by a Contracted Provider.

Home infusion therapy includes, but is not limited to:

- all equipment and ancillary supplies necessitated by the defined therapy;
- delivery services;
- drug and intravenous solutions;
- nursing services;
- patient and family education; and
- pharmacy compounding and dispensing services.

Benefits for home health care provided by a Non-Contracted Provider are limited to 100 visits per Calendar Year. One visit equals four hours of Skilled Care services.

## Hospice Care

Hospice care is an integrated program recommended by a Physician which provides comfort and support services for the terminally ill Participant. Hospice care can be provided on an Inpatient or Outpatient basis and includes physical, psychological, social, spiritual and respite care for the terminally ill Participant and short-term grief (bereavement) counseling for immediate family members while the Participant is receiving Hospice care. Benefits are available only when Hospice care is received from a licensed Hospice, which can include a Hospital.

Benefits for Outpatient Hospice care include, but are not limited to:

- part-time or intermittent nursing care by a registered nurse (R.N.) or licensed vocational nurse (L.V.N.); and
- part-time or intermittent home health aide services that consist primarily of caring for the Participant.

Benefits for Inpatient Hospice care include, but are not limited to:

- all usual nursing care by a registered nurse (R.N.) or licensed vocational nurse (L.V.N.); and
- room and board and all routine services, supplies and equipment provided by the Hospice Facility.

Benefits for Inpatient or Outpatient Hospice care include, but are not limited to:

- physical, occupational (when consisting of traditional physical therapy modalities), speech, and respiratory therapy services provided by a licensed therapist; and
- counseling services by licensed social workers and pastoral counselors routinely provided by the Hospice agency, including bereavement counseling.

For services specifically excluded, refer to Section 7, *Exclusions: What the Medical Plan Will Not Cover*, under the heading *Types of Care*.

## Hospital - Inpatient Stay

Hospital - Inpatient Stay Benefits are available for:

- non-Physician services and supplies received during an Inpatient Stay;
- room and board in a Semi-private Room; and
- Physician services for radiologists, anesthesiologists, pathologists, assistant surgeons, surgical assistants, consulting Physicians and Emergency room Physicians.

**Note:** The Plan will pay the difference in cost between a Semi-private Room and a private room only when a Semi-private Room is not available or if a private room is Medically Necessary according to generally accepted medical practice.

Benefits for a Hospital - Inpatient Stay are available only when the Inpatient Stay is necessary to prevent, diagnose or treat a Sickness or Injury. Benefits for other Hospital-based Physician services are described in this section under *Physician Fees for Surgical and Medical Services*

Benefits for Emergency admissions and admissions of less than 24 hours are described under *Emergency Room Services and Surgery - Outpatient*, *Scopic Procedures - Diagnostic and Therapeutic*, and *Therapeutic Treatments - Outpatient*, respectively.

### **Important Reminder**

If you are Retired and Medicare eligible, Medicare usually pays first. Visit [Medicare.gov](https://www.medicare.gov) to find out if Medicare covers your service.

## Lab, X-Ray and Diagnostics - Outpatient

Covered Health Services for Sickness and Injury-related diagnostic purposes, received on an Outpatient basis at a Hospital or Alternate Facility include, but are not limited to:

- lab and radiology/X-ray;
- mammography; and
- bone density screening.

Benefits under this section include, but are not limited to:

- the Facility charge and the charge for supplies and equipment; and
- Physician services for radiologists, anesthesiologists and pathologists.

When these services are performed in a Physician's office, Benefits are described under *Physician's Office Services - Sickness and Injury* in this section.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*. Lab, X-ray and diagnostic services for Preventive Care are described under *Preventive Care Services* in this section. CT scans, PET scans, MRI, MRA, nuclear medicine and major diagnostic services are described under *High-Tech Radiology - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient* in this section.

## Maternity Care

The Plan provides Benefits for Covered Health Services related to Pregnancy and maternity care. Covered Health Services include, but are not limited to, all maternity-related medical services for prenatal care, postnatal care, delivery services provided by the delivering Physician, laboratory tests, sonograms, stress tests, amniocentesis and expenses for the Hospital- Inpatient Stay, including assistant surgeon or anesthesiologist fees if required. Benefits to treat any related Complications of Pregnancy will be paid at the same level as Benefits for any other medical condition, Sickness, or Injury.

Dependent children will be eligible for maternity care benefits.

The Plan will pay Benefits for an Inpatient Stay of at least:

- 48 hours for the mother and newborn following an uncomplicated vaginal delivery; or
- 96 hours for the mother and newborn following an uncomplicated delivery by caesarean section.

These are federally mandated requirements under the Newborns' and Mothers' Health Protection Act of 1996 which apply to this Plan.

If the mother or newborn is discharged before the minimum hours of coverage, the Plan provides coverage for Postdelivery Care for the mother and newborn. The Postdelivery Care may be provided at the mother's home, a health care Provider's office, or a health care Facility.

Both before and during a Pregnancy, Benefits include the services of a genetic counselor when provided or referred by a Physician. These Benefits are available to all Participants in the immediate family. Covered Health Services include related tests and treatment.

**Charges for well-baby nursery care, including the initial examination, of a newborn child during the mother's Hospital Admission for the delivery will be considered Hospital – Inpatient Stay expenses of the child and will be subject to the benefit provisions and benefit maximums as described under *Hospital – Inpatient Stay* in this section.**

## Medical Supplies

The Plan pays Benefits for medical or disposable supplies when the supplies are prescribed by a Physician. Covered Health Services include, but are not limited to:

- urinary catheters;
- wound care or dressing supplies given by a Provider during treatment for Covered Health Services; and
- medical-grade compression stockings when considered Medically Necessary. The stockings must be prescribed by a Physician, individually measured and fitted to the patient.

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

## Medications and Injections

The Plan pays for Medications and Injections that are administered on an Outpatient basis in a Hospital, Alternate Facility or Physician's office. The Plan also pays for Medications and Injections that are administered in a Participant's home. Examples of what would be included under this category are antibiotic injections in the Physician's office, inhaled medication in an Urgent Care Center for treatment of an asthma attack or Medically Necessary growth hormone therapy.

Benefits under this section are provided only for Medications and Injections that, due to their characteristics (as determined by Blue Cross and Blue Shield of Texas), must typically be administered or directly supervised by a qualified Provider or licensed/certified health professional, unless approved for self-administration by the United States Food and Drug Administration (FDA).

Benefits under this section do not include medications that are typically available by prescription order or refill at a pharmacy under the HealthSelect Prescription Drug Program through OptumRx or the HealthSelect Medicare Rx plan through UnitedHealthCare. Additional information for the HealthSelect Prescription Drug Program is located at [www.healthselectrx.com](http://www.healthselectrx.com). More information on the HealthSelect Medicare Rx plan is located at [www.hsmedicarerx.com](http://www.hsmedicarerx.com).

## Mental Health Services

The Plan pays Benefits for Mental Health Services for the treatment of Mental Illness received on an Inpatient or Outpatient basis in a Hospital, an Alternate Facility or in a Provider's office. Services must be received from a Mental Health Provider as defined in Section 15, *Glossary*.

**Note:** Benefits for Serious Mental Illness, as defined in Section 15, *Glossary*, will be paid at the same level as Benefits for any other condition, Sickness or Injury. See *Serious Mental Illness Services* in this section and in Section 5, *Schedule of Benefits and Coverage*.

Covered Health Services include, but are not limited to, the following services:

- crisis intervention;
- diagnostic evaluations and assessment;
- electroconvulsive treatment;
- individual, family, therapeutic group and Provider-based case management services;
- individual or group psychotherapy;
- Intensive Outpatient Treatment;
- medication management;
- mental health counseling;
- Partial Hospitalization/Day Treatment;
- psychodynamic therapy;
- psychological testing and assessment;
- psychotropic drugs, including their administration;
- referral services;

- services at a Residential Treatment Center;
- treatment and/or procedures; and
- treatment planning.

Blue Cross and Blue Shield of Texas is the Mental Health/Substance Use Disorder Administrator for this Plan, and will determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis.

**Note:** The Plan will pay the difference in cost between a Semi-private Room and a private room only when a Semi-private Room is not available or if a private room is Medically Necessary according to generally accepted medical practice.

You are encouraged to contact the Mental Health/Substance Use Disorder Administrator for coordination of care. Inpatient Mental Health Services are overseen by the Mental Health/Substance Use Disorder Administrator.

#### **Reminder**

Whether Medicare pays first or second, you may want to contact [Medicare.gov](https://www.medicare.gov) for information on benefits provided under Medicare Part A and Part B.

### *Special Mental Health Programs and Services*

Special programs and services that are contracted under the Mental Health/Substance Use Disorder Administrator may become available to you as part of your Mental Health Services Benefit. Special programs or services provide access to services that are beneficial for the treatment of your Mental Illness which may not otherwise be covered under this Plan. You must be referred to such programs through the Mental Health/Substance Use Disorder Administrator, who is responsible for coordinating your care or through other pathways as described in the program introductions. Any decision to participate in such a program or service is at the discretion of the Participant and is not mandatory.

### **Neurobiological Disorders - Autism Spectrum Disorder Services**

The Plan pays Benefits for behavioral services for Autism Spectrum Disorders including Intensive Behavioral Therapies such as Applied Behavior Analysis (ABA) that are all of the following:

- focused on the treatment of core deficits of Autism Spectrum Disorder;
- provided by a Mental Health Provider who is a Board-Certified Behavior Analyst (BCBA) or an appropriately trained and qualified paraprofessional directly supervised by the BCBA;
- focused on treating maladaptive/stereotypic behaviors that are posing danger to self, others and property and impair daily functioning; and
- backed by credible peer-reviewed research demonstrating that the services have a measurable and beneficial effect on health outcomes;

These Covered Health Services include only the behavioral component of treatment for Autism Spectrum Disorders. Medical treatment of Autism Spectrum Disorders is a Covered Health Service for which Benefits are available under the applicable medical Covered Health Services categories as described in this section and subject to the terms and limitations of the Plan.

Covered Health Services include, but are not limited to, the following services provided on either an Outpatient or Inpatient basis:

- crisis intervention;
- diagnostic evaluations and assessment;

- individual, family, therapeutic group and Provider-based case management services;
- Intensive Outpatient Treatment;
- medication management;
- Partial Hospitalization/Day Treatment;
- referral services;
- services at a Residential Treatment Facility;
- treatment and/or procedures; and
- treatment planning.

The Mental Health/Substance Use Disorder Administrator will help determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis.

**Note:** The Plan will pay the difference in cost between a Semi-private Room and a private room only when a Semi-private Room is not available or if a private room is Medically Necessary according to generally accepted medical practice.

You are encouraged to contact the Mental Health/Substance Use Disorder Administrator for coordination of care. Inpatient Mental Health Services for Autism Spectrum Disorders are overseen by the Mental Health/Substance Use Disorder Administrator. In addition, the Mental Health/Substance Use Disorder Administrator will oversee Benefits for Intensive Behavioral Therapy.

**Clinical Management:** The Mental Health/Substance Use Disorder Administrator will perform clinical management of Intensive Behavioral Therapy Benefits. Clinical management includes Provider eligibility verification. In addition, an Autism specialist will review detailed treatment plans from the treating Provider for both initial and ongoing treatment. At a minimum, treatment plans are reviewed every six months by the Autism specialist for progress and appropriateness of care.

## Nutritional Counseling

The Plan will pay for Covered Health Services provided in a Physician's office or Inpatient setting by an appropriately licensed health care professional when:

- medical education services are required for a disease in which patient self-management is an important component of treatment; and
- there exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Some examples of such medical conditions include, but are not limited to:

- congestive heart failure;
- coronary artery disease;
- diabetes;
- gout (a form of arthritis);
- hyperlipidemia (excess of fatty substances in the blood);
- phenylketonuria (a genetic disorder diagnosed at infancy);
- renal failure; and

- severe obstructive airway disease.

Nutritional counseling services include, but are not limited to, the education, counseling, or training of a Participant regarding diet, regulation or management of diet or the assessment or management of nutrition.

In addition, the Plan provides Benefits for dietary or nutritional evaluations for Participants with Developmental Delay that are determined to be necessary to, and provided in accordance with, an Individualized Family Service Plan issued by the Interagency Council on Early Childhood Intervention.

## Ostomy Supplies

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

- pouches, face plates and belts;
- irrigation sleeves, bags and ostomy irrigation catheters;
- skin barriers; and
- deodorants, filters, lubricants, tape, appliance cleaners, adhesive and adhesive remover.

## Physician Fees for Surgical and Medical Services

The Plan pays Benefits for Physician fees for surgical procedures and other medical care received from a Physician in a Hospital, Skilled Nursing Facility, Inpatient Rehabilitation Facility, Alternate Facility, or for Physician house calls.

Benefits under this section include Second Opinions from Physicians related to Medical Necessary Covered Health Services and surgical procedures or other medical care as described above.

## Physician's Office Services - Sickness and Injury

Benefits are paid by the Plan for Covered Health Services received in a Physician's office for the evaluation, diagnosis and treatment of a Sickness or Injury. Benefits are provided under this section regardless of whether the Physician's office is free-standing, located in a clinic or located in a Hospital or is an Outpatient Clinic Facility. Benefits under this section include, but are not limited to, allergy injections and hearing exams in case of Injury or Sickness.

Benefits under this section include Second Opinions from Physicians related to Medically Necessary Covered Health Services and procedures provided in a Physician's office.

Covered Health Services include genetic counseling. Benefits are available for Genetic Testing that is determined to be Medically Necessary following genetic counseling when ordered by the Physician.

Covered Health Services also include Telehealth and Telemedicine services, such as the use of electronic media for diagnosis, consultation, treatment, transfer of medical data and medical education.

Benefits under this section include lab, radiology/x-ray or other diagnostic services performed in the Physician's office. Benefits for high-tech radiology such as CT scans, PET scans, MRI, MRA, nuclear medicine and major diagnostic services performed in the Physician's office are described under *High-Tech Radiology - CT, PET Scans, MRI, MRA and Nuclear Medicine - Outpatient* in this section.

Benefits for preventive services are described under *Preventive Care Services* in this section.



**Important**

Your Physician does not have a copy of your MBPD, and is not responsible for knowing or communicating your Benefits.

## Preventive Care Services

The Plan pays Benefits for Preventive Care services provided on an Outpatient basis at a Physician's office, an Alternate Facility or a Hospital. Preventive Care services encompass medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to have a beneficial effect on health outcomes and include the following as required under applicable law:

- evidence-based items or services that have a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- immunizations that have a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- with respect to infants, children and adolescents, evidence-informed Preventive Care and screenings provided for in the comprehensive guidelines supported by the federal Health Resources and Services Administration; and
- with respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the federal Health Resources and Services Administration.

Preventive Care services described in this section are those that are relevant for implementing the Affordable Care Act to the extent required by applicable law, and as it may be amended, and subject to determination and interpretation by the Plan.

Preventive Services that are currently rated as A or B according to the United States Preventive Services Task Force (USPSTF) are listed in Addendum - *List of Covered Preventive Care Services*. This list is subject to change according to the guidelines and recommendation provided by USPSTF as determined by the Plan. Coverage is subject to guidelines based on age, dosage, and frequency.

**Note:** If the Preventive Care guidelines include an annual limit, the limit will apply on a Calendar Year basis.

**Important**

If you are Retired and Enrolled in Medicare, Medicare usually pays first. Visit [Medicare.gov](https://www.medicare.gov) to find out if Medicare covers your service.

## *Breastfeeding Support, Services and Supplies*

The Plan provides Benefits for lactation support and counseling sessions for female Participants in conjunction with childbirth. To be considered Preventive Care, Covered Health Services, services must be received from a Contracted Provider and/or Facility.

Benefits will be provided for breastfeeding counseling and support services when rendered by a Provider, during Pregnancy and/or in the post-partum period. Benefits include the rental or the purchase of manual or electric breast pumps, accessories and supplies. Benefits for breast pumps are limited to one per Pregnancy. Limited benefits are also included for the rental only of Hospital grade breast pumps. You may be required to pay the full amount and submit a claim form to Blue Cross and Blue Shield of Texas with a written prescription and the itemized receipt for the manual electric or Hospital grade breast pump, accessories and supplies. Visit [www.healthselectoftexas.com](https://www.healthselectoftexas.com) to obtain a claim form.

Preventive Care Benefits defined under the federal Health Resources and Services Administration requirement provide for the cost of purchasing one breast pump per Pregnancy in conjunction with childbirth. You may purchase a breast pump from a Contracted DME Provider or Physician. You may also purchase a breast pump at a retail location and submit a claim as described in Section 8 or 9 (dependent on your eligibility), *Claims Procedures*. Benefits for breast pumps are provided at 100% of Allowable Amounts.

If you use a Non-Contracted Provider, you may pay more of the cost.

For more information, contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039.

The earliest date that a breast pump can be purchased for a delivery is 30 days prior to the estimated delivery date. You or your Provider should indicate on your claim the estimated date. Breast pumps are covered under the Plan as long as they are purchased within the duration of breastfeeding.

The earliest date that a breast pump can be purchased for a delivery is 30 days prior to the estimated delivery date. You or your Provider should indicate on your claim the estimated date. Breast pumps are covered under the Plan as long as they are purchased within the duration of breastfeeding.

**Note:** Any shipping costs related to purchase of a breast pump are not Covered Health Services under this Benefit.

## Private Duty Nursing - Outpatient

The Plan covers Private Duty Nursing care when ordered and provided under the direction of a Physician and given on an Outpatient basis by a licensed nurse such as a Registered Nurse (R.N.), Licensed Vocational Nurse (L.V.N.) or Licensed Practical Nurse (L.P.N.).

Benefits are available when Skilled Care is needed and nursing intervention is required at least every two to three hours and when one or more of the following is true:

- the Participant's condition makes him or her homebound; or
- the Participant's condition plus the geographic distance make it unreasonable for him or her to obtain the needed services in an Outpatient Facility or Physician's office; or
- the Participant's condition makes him or her technology dependent;
- services are needed on a continuous basis (e.g., suctioning or hemodynamic monitoring) to assure immediate intervention if required; or
- the services are more Cost-Effective in the home than an alternative setting.

The Participant's treatment plan should be reviewed periodically (no less than every 60 days, or as determined by the Plan) and updated by the Physician.

Benefits are provided for the time devoted to providing the Participant with services that are Medically Necessary.

## Prosthetic Devices

Benefits are paid by the Plan for prosthetic devices and appliances that replace a limb or body part, or help an impaired limb or body part work. Examples include, but are not limited to:

- artificial arms, legs, feet and hands;
- artificial face, eyes, ears and nose; and
- breast prosthesis following mastectomy as required by the Women's Health and Cancer Rights Act of 1998, including mastectomy bras and lymphedema stockings for the arm.

Benefits under this section are also provided for bone anchored hearing aids only for Participants who have either of the following:

- craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid; or
- hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid.

**Note:** Procedures related to covered bone anchored hearing aids are also covered by the Plan under *Hospital - Inpatient Stay* or *Surgery - Outpatient* in this section.

Benefits under this section are provided only for external prosthetic devices and do not include any device that is fully implanted into the body.

If more than one prosthetic device can meet your functional needs, Benefits are available only for the most Cost-Effective prosthetic device. The device must be ordered or provided either by a Physician or under a Physician's direction. If you purchase a prosthetic device that exceeds these minimum specifications, the Plan may pay only the amount that it would have paid for the prosthetic that meets the minimum specifications, and you may be responsible for paying any difference in cost.

At the Plan's discretion, replacements may be covered when the prosthetic device is damaged beyond repair due to normal wear and tear, when repair costs are less than the cost of replacement or when a replacement prosthetic device is required due to the Participant's growth or other physical change or a change in the Participant's abilities or medical condition. Replacement of artificial limbs or any part of such devices may be covered when the condition of the device or part requires repairs that cost more than the cost of a replacement device or part.

**Note:** Prosthetic devices are different from DME - see *Durable Medical Equipment (DME)* in this section.

## Reconstructive Procedures

Reconstructive Procedures are services performed when the primary purpose of the procedure is either to treat a medical condition or to improve or restore physiologic function for an organ or body part, not primarily changing or improving physical appearance of a healthy organ or body part. Reconstructive procedures include surgery or other procedures that are associated with an Injury, Sickness or Congenital Anomaly.

Improving or restoring physiologic function means that the organ or body part is made to work better. An example of a Reconstructive Procedure is surgery on the inside of the nose so that a person's breathing can be improved or restored.

Benefits for Reconstructive Procedures include breast reconstruction following a mastectomy and reconstruction of the non-affected breast to achieve symmetry. Replacement of an existing breast implant is covered by the Plan if the initial breast implant followed mastectomy. Other services required by the Women's Health and Cancer Rights Act of 1998, including, but not limited to, breast prostheses and treatment of complications, are provided in the same manner and at the same level as those for any other Covered Health Service. You can contact Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free for more information about Benefits for mastectomy-related services.

When the purpose of a procedure is to improve the appearance of a healthy body part, it is a Cosmetic Procedure and it is excluded from coverage under the Plan. For Participants age 19 and over, procedures that correct an anatomical Congenital Anomaly without improving or restoring physiologic function are considered Cosmetic Procedures. A good example is upper eyelid surgery. At times, this procedure will be done to improve vision, which is considered a Reconstructive Procedure. In other cases, improvement in appearance is the primary intended purpose, which is considered a Cosmetic Procedure. This Plan does not provide Benefits for Cosmetic Procedures, as defined in Section 15, *Glossary*.

The fact that a Participant may suffer negative psychological consequences or socially avoidant behavior as a result of an Injury, Sickness or Congenital Anomaly does not classify surgery to address the condition (or other procedures done to relieve such consequences or behavior) as a covered Reconstructive Procedure.

For Participants under the age of 19, Reconstructive Procedures that improve the function of, or attempt to create a normal appearance of, an abnormal structure caused by a Congenital Anomaly, development deformity, trauma, tumor, infection or disease are not considered Cosmetic Procedures and are Covered Health Services under the Plan.

## Retail Health Clinic

The Plan pays Benefits for Covered Health Services in a Retail Health Clinic. Benefits for Retail Health Clinics will be determined as shown in Section 5, *Schedule of Benefits and Coverage*. Retail Health Clinics provide diagnosis and treatment of uncomplicated minor conditions in situations that can be handled without a traditional Provider office visit or Emergency Care visit. Retail Health Clinics are often located in a retail setting such as a supermarket or pharmacy and may be staffed by Advanced Practice Nurses or Physician Assistants.

## Scopic Procedures - Outpatient Diagnostic and Therapeutic

The Plan pays Benefits for diagnostic and therapeutic scopic procedures and related services received on an Outpatient basis at a Hospital or Alternate Facility or in a Physician's office.

Diagnostic scopic procedures are minimally invasive medical examinations that enable visualization, performance of biopsies and polyp removal. Examples of diagnostic scopic procedures include, but are not limited to, colonoscopy, sigmoidoscopy, and endoscopy. Therapeutic scopic procedures are usually surgical in nature. Examples of therapeutic scopic procedures include, but are not limited to, bronchoscopy and esophagoscopy.

Benefits under this section include, but are not limited to:

- the Facility charge and the charge for supplies and equipment; and
- Physician services for anesthesiologists, pathologists and radiologists.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

Please note that Benefits under this section do not include surgical scopic procedures, which are for the purpose of performing surgery. Benefits for surgical scopic procedures are described under *Surgery - Outpatient*. Examples of surgical scopic procedures include, but are not limited to, arthroscopy, laparoscopy, bronchoscopy, hysteroscopy.

## Serious Mental Illness Services

Benefits for the Medically Necessary treatment of Serious Mental Illness, as defined in Section 15, *Glossary*, will be paid at the same level as Benefits for any other condition, Sickness or Injury.

The Plan pays Benefits for Covered Health Services received on an Inpatient or Outpatient basis in a Hospital, an Alternate Facility or in a Provider's office. Services must be received from a Physician or a Mental Health Provider as defined in Section 15, *Glossary*.

Covered Health Services include, but are not limited to, the following services:

- crisis intervention;
- diagnostic evaluations and assessment;
- electroconvulsive treatment;
- individual, family, therapeutic group and Provider-based case management services;

- individual or group psychotherapy;
- Intensive Outpatient Treatment;
- medication management;
- mental health counseling;
- Partial Hospitalization/Day Treatment;
- psychodynamic therapy;
- psychological testing and assessment;
- psychotropic drugs, including their administration;
- referral services;
- services at a Residential Treatment Facility;
- treatment and/or procedures; and
- treatment planning.

Covered Health Services also include transcranial magnetic stimulation (TMS) provided on an Outpatient basis for an adult patient with a major depressive disorder that is a Serious Mental Illness that has not been responsive to other Medically Necessary treatments.

The Mental Health/Substance Use Disorder Administrator will determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis.

**Note:** The Plan will pay the difference in cost between a Semi-private Room and a private room only when a Semi-private Room is not available or if a private room is Medically Necessary according to generally accepted medical practice.

You are encouraged to contact the Mental Health/Substance Use Disorder Administrator for coordination of care. Inpatient Mental Health Services are overseen by the Mental Health/Substance Use Disorder Administrator.

### Skilled Nursing Facility/Inpatient Rehabilitation Facility Services

The Plan pays Benefits for Facility services for an Inpatient Stay in a Skilled Nursing Facility or Inpatient Rehabilitation Facility. Benefits include, but are not limited to:

- non-Physician services and supplies received during the Inpatient Stay;
- room and board in a Semi-private Room; and
- Physician services for radiologists, anesthesiologists and pathologists.

**Note:** The Plan will pay the difference in cost between a Semi-private Room and a private room only when a Semi-private Room is not available or if a private room is Medically Necessary according to generally accepted medical practice.

Benefits are available when skilled nursing and/or Inpatient Rehabilitation Facility services are needed on a daily basis. Benefits are also available in a Skilled Nursing Facility or Inpatient Rehabilitation Facility for treatment of a Sickness or Injury that would have otherwise required an Inpatient Stay in a Hospital.

Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

The Plan will determine if Benefits are available by reviewing both the skilled nature of the service and the need for Physician-directed medical management. A service will not be determined to be "skilled" simply because there is not an available caregiver.

Benefits are available only if:

- the initial confinement in a Skilled Nursing Facility or Inpatient Rehabilitation Facility was or will be a Cost-Effective alternative to an Inpatient Stay in a Hospital; and
- the Skilled Care services to be provided are not primarily Custodial Care.

You are expected to improve to a predictable level of recovery. Your Provider will be required to submit a treatment plan that outlines goal-directed rehabilitation services. Benefits can be denied or shortened for Participants who are not progressing in goal-directed rehabilitation services or if discharge rehabilitation goals have previously been met.

**Note:** The Plan does not pay Benefits for Custodial Care or Domiciliary Care, even if ordered by a Physician, as defined in Section 15, *Glossary*.

#### **Important**

If you are Retired and Enrolled in Medicare, Medicare usually pays first. Visit [Medicare.gov](https://www.medicare.gov) to find out if Medicare covers your service.

## Substance Use Disorder Services

The Plan pays Benefits for Substance Use Disorder Services (also known as substance-related and addictive disorders services) received on an Inpatient or Outpatient basis in a Hospital, an Alternate Facility or in a Provider's office.

Covered Health Services include, but are not limited to, the following services:

- crisis intervention;
- detoxification (sub-acute/non-medical);
- diagnostic evaluations and assessment;
- individual, family, therapeutic group and Provider-based case management services;
- Intensive Outpatient Treatment;
- medication management;
- Partial Hospitalization/Day Treatment;
- referral services;
- services at a Residential Treatment Facility;
- treatment and/or procedures; and
- treatment planning.

The Mental Health/Substance Use Disorder Administrator will determine the appropriate setting for the treatment. If an Inpatient Stay is required, it is covered on a Semi-private Room basis.

**Note:** The Plan will pay the difference in cost between a Semi-private Room and a private room only when a Semi-private Room is not available or if a private room is Medically Necessary according to generally accepted medical practice.

You are encouraged to contact the Mental Health/Substance Use Disorder to help locate Providers and coordination of care. Inpatient Substance Use Disorder Services are overseen by the Mental Health/Substance Use Disorder Administrator.

### *Special Substance Use Disorder Programs and Services*

Special programs and services that are contracted under the Mental Health/Substance Use Disorder Administrator may become available to you as part of your Substance Use Disorder Services Benefit. Special programs or services provide access to services that are beneficial for the treatment of your substance-related and addictive disorder which may not otherwise be covered under this Plan. You must be referred to such programs through the Mental Health/Substance Use Disorder Administrator, who is responsible for coordinating your care or through other pathways as described in the program introductions. Any decision to participate in such program or service is at the discretion of the Participant and is not mandatory.

### **Surgery - Outpatient**

The Plan provides Benefits for surgery and related services received on an Outpatient basis at a Hospital or Alternate Facility or in a Physician's office.

Covered Health Services under this section include, but are not limited to:

- surgery and related services;
- the Facility charge and the charge for supplies and equipment;
- certain surgical scopic procedures (examples of surgical scopic procedures include arthroscopy, laparoscopy, bronchoscopy and hysteroscopy); and
- Physician services for radiologists, anesthesiologists and pathologists.

Examples of surgical procedures performed in a Physician's office include, but are not limited to, ear wax removal and mole removal.

### **Temporomandibular Joint (TMJ) Services and Orthognathic Surgery**

The Plan pays Benefits for diagnostic and surgical treatment of conditions affecting the temporomandibular joint when provided by or under the direction of a Physician. Coverage includes, but is not limited to, necessary treatment required as a result of accident, trauma, a Congenital Anomaly, developmental defect, or pathology.

Covered diagnostic treatment includes, but is not limited to, examination, radiographs and applicable imaging studies and consultation.

Benefits are provided for surgical treatment if:

- there is clearly demonstrated radiographic evidence of significant joint abnormality;
- non-surgical treatment has failed to adequately resolve the symptoms; and
- pain or dysfunction is moderate or severe.

Benefits for surgical services include, but are not limited to, arthroscopy, arthroplasty, arthrotomy and open or closed reduction of dislocations. Benefits also include oral surgery to reduce a dislocation of, excisions of and injection of the temporomandibular joint.

The Plan also provides Benefits for orthognathic surgery.

Benefits for an Inpatient Stay in a Hospital and Hospital-based Physician services are described in this section under *Hospital – Inpatient Stay* and *Physician Fees for Surgical and Medical Services*, respectively.

## Therapeutic Treatments - Outpatient

The Plan pays Benefits for therapeutic treatments received on an Outpatient basis at a Hospital or Alternate Facility or in a Physician's office, including, but not limited to, dialysis (both hemodialysis and peritoneal dialysis), intravenous chemotherapy or other intravenous infusion therapy and radiation oncology.

Covered Health Services include medical education services that are provided on an Outpatient basis at a Hospital or Alternate Facility by appropriately licensed or registered health care professionals when:

- education is required for a disease in which patient self-management is an important component of therapeutic treatment; and
- there exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Covered Health Services under this section include, but are not limited to:

- the Facility charge and the charge for related supplies and equipment; and
- Physician services for anesthesiologists, pathologists and radiologists. Benefits for other Physician services are described in this section under *Physician Fees for Surgical and Medical Services*.

## Therapies for Children with Developmental Delays

The Plan provides Benefits for rehabilitation and habilitation services for Dependent children with Developmental Delay that are determined to be necessary to, and provided in accordance with, an Individualized Family Service Plan issued by the Interagency Council on Early Childhood Intervention. Covered Health Services include:

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

Once the child reaches the age of three, when services under the Individualized Family Service Plan are completed, Allowable Amounts, as otherwise covered under this Plan, will be available. All contractual provisions of this Plan will apply, including but not limited to, defined terms, limitations and exclusions, and benefit maximums.

Please contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039 for additional information.

## Transplant Services

The Plan pays Benefits for transplant services only if Inpatient Facility services (including, but not limited to, evaluation for transplant, organ procurement and donor searches) for transplant procedures are ordered by a Physician. Benefits are available to the donor and the recipient when the recipient is covered under this Plan. If the recipient is not a Participant in this Plan but the donor is a Participant in this Plan, then the recipient's plan is the Primary Plan and this Plan is the Secondary Plan for the donor's expenses in all cases, regardless of coordination of benefits rules to the contrary. The transplant must meet the definition of a Covered Health Service and cannot be Experimental or Investigational, or Unproven. Examples of transplants for which Benefits are available include, but are not limited to:



- bone marrow (either from you or from a compatible donor) and peripheral stem cell transplants, with or without high dose chemotherapy. Not all bone marrow transplants meet the definition of a Covered Health Service;
- cornea;
- heart;
- heart/lung;
- intestinal;
- kidney;
- kidney/pancreas;
- liver;
- liver/kidney;
- liver/intestinal;
- lung; and
- pancreas.

Donor costs that are directly related to organ removal are Covered Health Services for which Benefits are payable through the organ recipient's coverage under the Plan or through the donor's coverage under this Plan with the recipient's plan being the Primary Plan and this Plan being the Secondary Plan.

The Plan has specific guidelines regarding Benefits for transplant services. Contact Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free for information about these guidelines.

**Support in The Event of Serious Illness**

If you or a covered family member has cancer or needs an organ or bone marrow transplant, Blue Cross and Blue Shield of Texas can put you in touch with quality treatment centers around the country. Please call Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free.

## Urgent Care Center Services

The Plan provides Benefits for professional services received at an Urgent Care Center, as defined in Section 15, *Glossary*. When Urgent Care services are provided in a Physician's office, the Plan pays Benefits as described under *Physician's Office Services - Sickness and Injury* earlier in this section.

## Virtual Visits

The Plan covers Virtual Visits for certain Covered Health Services, including the diagnosis and treatment of low acuity, non-Emergency medical conditions for Covered Persons, through the use of interactive audio and video telecommunication and transmissions, and audio-visual communication technology. Virtual Visits provide communication of medical information in real-time between the patient and a distant Physician or health care specialist, through use of interactive audio and video communications equipment outside of a medical Facility (for example, from home or from work). A Virtual Visit should not be used in place of regular visits to your Physician.

Benefits are available only when services are delivered through a Virtual Network Provider. This Virtual Visits benefit does not include local Providers who offer virtual services. You can find a Virtual Network Provider by going to [www.healthselectoftexas.com](http://www.healthselectoftexas.com) and clicking on the medical

benefits tab to access the Virtual Visit link or by calling a BCBSTX Personal Health Assistant toll-free at (800) 252-8039.

**Please Note:** Not all medical conditions can be appropriately treated through Virtual Visits. The Virtual Network Provider will identify any condition for which treatment by in-person Physician contact is necessary. Some Virtual Visit Provider groups may list other services such as nutritional counseling, lactation services or behavioral health services. These services are not covered by the Plan when received from a virtual Provider.

Benefits under this section do not include charges related to email, fax and standard telephone calls, or for telehealth/telemedicine visits that occur within medical facilities, including facilities defined by the Centers for Medicare & Medicaid Services (CMS) as originating facilities.

## Vision Examinations

The Plan pays Benefits for:

- vision screenings, which could be performed as part of an annual physical examination in a Provider's office (vision screenings do not include refractive examinations to detect vision impairment);
- one routine eye exam, including, but not limited to, refraction and glaucoma screening, to detect vision impairment by a Provider in the Provider's office every Calendar Year. Routine eye exams do not include contact lens exams.
- non-routine or follow-up visits.

## SECTION 7 - EXCLUSIONS: WHAT THE MEDICAL PLAN WILL NOT COVER

### What This Section Includes

- Services, supplies and treatments that are not Covered Health Services, except as may be specifically provided for in Section 6, *Details for Covered Health Services*.

When Benefits are limited within any of the Covered Health Services categories described in Section 6, *Details for Covered Health Services*, those limits are reflected in the corresponding Covered Health Service category in Section 5, *Schedule of Benefits and Coverage*. Additional limits may apply to some Covered Health Services that fall under more than one Covered Health Service category. When this occurs, those limits are also stated in Section 5, *Schedule of Benefits and Coverage*. Please review all limits carefully, as the Plan will not pay Benefits for any of the services, treatments, items or supplies that exceed the Benefit limits.

**Please note that in listing services or examples, when the MBPD says "this includes," or "including, but not limited to," it is not the Plan's intent to limit the items to that specific list. When the Plan does intend to limit a list of services or examples, the MBPD specifically states that the list is limited to or covers only the specific items listed.**

The Plan does not pay Benefits for the excluded services, treatments or supplies even if they are recommended or prescribed by a Provider, are the only available treatment for your condition or are determined by the Plan to be Medically Necessary. You are solely responsible for payment of charges for all services and supplies excluded by the Plan and described in this section.

**The following services, treatments and supplies are excluded from coverage under the Plan:**

### Alternative Treatments

1. acupressure.
2. acupuncture.
3. aromatherapy.
4. hypnotism.
5. massage therapy except as described under *Rehabilitation Services - Outpatient Therapy* in Section 6, *Details for Covered Health Services*.
2. rolfing (holistic tissue massage).
3. art therapy, music therapy, dance therapy, horseback therapy, wilderness experience therapy and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Chiropractic Treatment and non-manipulative osteopathic care for which Benefits are provided as described in Section 6, *Details for Covered Health Services*.

### Dental

1. dental care, including, but not limited to, endodontics, periodontal surgery and restorative treatment, except as identified under *Dental Services* in Section 6, *Details for Covered Health Services*.
2. dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. An example of what is not covered is treatment of dental caries resulting from dry mouth due to radiation treatment or medication.

3. diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include, but are not limited to:
  - extractions (including, but not limited to, wisdom teeth);
  - restoration and replacement of teeth;
  - medical or surgical treatments of dental conditions; and
  - services to improve dental clinical outcomes.

This exclusion does not apply to dental services for which Benefits are provided as described under *Dental Services* in Section 6, *Details for Covered Health Services*.

4. dental implants, bone grafts, and other implant-related procedures.

This exclusion does not apply to dental services for which Benefits are provided as described under *Dental Services* in Section 6, *Details for Covered Health Services*.

5. dental braces (orthodontics).

6. dental X-rays, supplies and appliances and all associated expenses, including, but not limited to, hospitalizations and anesthesia.

This exclusion does not apply to:

- dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition; or
- hospitalization and anesthesia for certain Participants who cannot undergo local anesthesia for which Benefits are available under the Plan, as described in Section 6, *Details for Covered Health Services*.

7. treatment of malpositioned or supernumerary (extra) teeth, even if part of a Congenital Anomaly.

## Devices, Appliances and Prosthetics

1. devices used specifically as safety items or to affect performance in sports-related activities.
2. orthotic appliances and devices that straighten or re-shape a body part, except as described under *Durable Medical Equipment (DME)* in Section 6, *Details for Covered Health Services*.

Examples of excluded orthotic appliances and devices include, but are not limited to, foot orthotics or any orthotic braces available over-the-counter. This exclusion does not include podiatric appliances for the prevention of complications associated with diabetes as described under *Diabetes Services* in Section 6, *Details for Covered Health Services*.

3. the following items are excluded, even if prescribed by a Physician:
  - blood pressure cuff/monitor;
  - enuresis alarm;
  - non-wearable external defibrillator;
  - trusses; and
  - ultrasonic nebulizers.

4. the repair and replacement of prosthetic devices when damaged due to misuse, malicious breakage or gross neglect.

5. the replacement of lost or stolen prosthetic devices.

6. devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices for which Benefits are provided as described under *Durable Medical Equipment* in Section 6, *Details for Covered Health Services*.
7. oral appliances for snoring.

## Drugs

1. prescription drugs for Outpatient use that are filled by a prescription order or refill.  
**Note:** Outpatient prescription medications are covered under the HealthSelect Prescription Drug Program through OptumRx or the HealthSelect Medicare Rx plan through UnitedHealthcare. Go to [www.HealthSelectRx.com](http://www.HealthSelectRx.com) or [www.hsmedicarerx.com](http://www.hsmedicarerx.com) for more information on covered Outpatient use prescription medications.
2. self-injectable medications, except as described under *Medications and Injections* in Section 6, *Details for Covered Health Services*.  
  
(This exclusion does not apply to medications which, due to their characteristics, as determined by the Plan, must typically be administered or directly supervised by a qualified Provider or licensed/certified health professional in an Outpatient setting). **Note:** Insulin and certain self-injectable medications are Outpatient prescription medications covered under the HealthSelect Prescription Drug Program administered by OptumRx or the HealthSelect Medicare Rx plan through UnitedHealthcare.
3. growth hormone therapy that is not Medically Necessary.
4. non-injectable medications given in a Physician's office except as required in an Emergency and consumed in the Physician's office.
5. over-the-counter drugs and treatments.

## Educational Services

1. Services that are Educational in nature, as defined in Section 15, *Glossary*.  
  
This exclusion does not apply to Diabetes Self-Management Training Programs for which Benefits are provided as described under *Diabetes Services* in Section 6, *Details for Covered Health Services*.

## Experimental or Investigational or Unproven Services

1. Experimental or Investigational Services or Unproven Services, as described in Section 15, *Glossary*.  
  
This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition.

This exclusion does not apply to Covered Health Services provided during a Clinical Trial for which Benefits are provided as described under *Clinical Trials* in Section 6, *Details for Covered Health Services*.

## Foot Care

1. routine foot care services that include, but are not limited to:
  - cutting or removal of corns and calluses;
  - nail trimming or cutting; and
  - debriding (removal of dead skin or underlying tissue).

This exclusion does not apply to foot care for severe systemic disease or preventive foot care for Participants with diabetes for which Benefits are provided as described under Diabetes Services in Section 6, *Details for Covered Health Services*.

2. hygienic and preventive maintenance foot care, except for Participants who are at risk of neurological or vascular disease arising from diseases such as diabetes. Examples include, but are not limited to:
  - cleaning and soaking the feet;
  - applying skin creams in order to maintain skin tone; and
  - other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot.
3. treatment of flat feet.
4. treatment of subluxation of the foot.
5. arch supports.
6. shoe inserts, shoes (standard or custom), lifts and wedges and shoe orthotics.

This exclusion does not include podiatric appliances for the prevention of complications associated with diabetes as described under Diabetes Services in Section 6, *Details for Covered Health Services*.

## Medical Supplies and Equipment

1. prescribed or non-prescribed medical and disposable supplies. Examples of excluded supplies include, but are not limited to, compression stockings, ace bandages and wound care or dressing supplies purchased over the counter.

This exclusion does not apply to:

- ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in Section 6, *Details for Covered Health Services*;
  - disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 6, *Details for Covered Health Services*;
  - urinary catheters;
  - wound care or dressing supplies given by a Provider during treatment for Covered Health Services;
  - medical-grade compression stockings when considered Medically Necessary. The stockings must be prescribed by a Physician, individually measured and fitted to the patient; and
  - diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 6, *Details for Covered Health Services*.
2. batteries, tubings, nasal cannulas, connectors and masks except when used with Durable Medical Equipment.
  3. the repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect.
  4. the replacement of lost or stolen Durable Medical Equipment.

## Mental Health/Substance Use Disorder Services

In addition to all other exclusions listed in this Section 7, *Exclusions*, the exclusions listed directly below apply to services described under *Mental Health Services*, *Neurobiological Disorders - Autism Spectrum Disorder Services*, *Serious Mental Illness Services* and/or *Substance Use Disorder Services* in Section 6, *Details for Covered Health Services*.

1. services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
2. health services or supplies that do not meet the definition of a Covered Health Service - see the definition in Section 15, *Glossary*.
3. Mental Health Services as treatments for R-, T- and Z-code conditions as listed within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
4. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep-wake disorders, sexual dysfunction disorders, feeding disorders, communication disorders, motor disorders, binge eating disorders, neurological disorders and other disorders with known physical bases.
5. treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorders.
6. tuition for or services that are school-based for children and adolescents under the *Individuals with Disabilities Education Act*.
7. treatment for intellectual disability as a primary diagnosis defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
8. Mental Health Services as a treatment for other conditions that may be a focus of clinical attention as listed in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
9. all unspecified disorders in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*.
10. methadone treatment, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents for drug addiction. **Note:** For information about Medication Assisted Therapy (MAT) covered under the HealthSelect Prescription Drug Program administered by OptumRx or the HealthSelect Medicare Rx Program administered by UnitedHealthcare, refer to the applicable Master Benefit Plan Document at [www.HealthSelectRx.com](http://www.HealthSelectRx.com) or [www.hsmedicarerx.com](http://www.hsmedicarerx.com).
11. gambling disorders.
12. substance-induced sexual dysfunction disorders and substance-induced sleep disorders.
13. services, supplies and related expenses that the Plan determines to be Educational in nature, unless expressly covered under the Plan.
14. any treatments or other specialized services designed for Autism Spectrum Disorder that are not supported by credible research demonstrating that the treatments or services have a measurable and beneficial health outcome and therefore are considered to be Educational in nature, or to be Experimental or Investigational or Unproven Services.
15. services for any family, marital or other relational disorder or condition, except in the case of Marriage and Family Therapy/Counseling as defined in Section 15, *Glossary*, as required under a Participant's Physician-directed treatment plan for a specific disease or condition.
16. self-treatment by a Provider as a part of their training; treatment by an individual or Facility outside the scope of licensed or otherwise authorized scope of practice.

17. Medical Social Services provided as mental health or substance-related and addictive disorder treatment. This exclusion does not apply to Medical Social Services provided as part of Physician-ordered treatment provided for home health care, Hospice care or Private Duty Nursing or provided while you are confined in a Skilled Nursing or Inpatient Rehabilitation Facility.
18. vocational counseling.

## Nutrition

1. services or supplies for Dietary and Nutritional Services, including home testing kits, vitamins, dietary supplements and replacements, and special food items, except an Inpatient nutritional assessment program provided in and by a Hospital and approved by Blue Cross and Blue Shield of Texas.
2. nutritional counseling for either individuals or groups, except as identified under *Diabetes Services*, under *Therapies for Children with Developmental Delay Services* and under *Nutritional Counseling* in Section 6, *Details for Covered Health Services*.
3. enteral formulas and other nutritional and electrolyte formulas, including, but not limited to, infant formula and donor breast milk (infant formula available over-the-counter is always excluded) and home infusion therapy for over-the-counter fluids that do not require a prescription, including, but not limited to, standard nutritional formulations used for enteral nutrition therapy.

This exclusion does not apply to:

- enteral feedings or other nutritional formulas that are the only source or the majority of nutrition or that are specifically created to treat inborn errors of metabolism or heritable diseases such as phenylketonuria (PKU);
  - Medically Necessary amino-acid based elemental formulas that are used for the diagnosis and treatment of:
    - immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins;
    - severe food protein-induced enterocolitis syndrome;
    - eosinophilic disorders, as evidenced by a biopsy; or
    - impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract.
4. food of any kind. Examples include, but are not limited to:
    - high-protein, low-protein or low-carbohydrate foods;
    - foods to control weight, treat obesity (including, but not limited to, liquid diets), lower cholesterol or control diabetes;
    - oral vitamins and minerals;
    - meals you can order from a menu, for an additional charge, during an Inpatient Stay; and
    - other dietary, nutritional and electrolyte supplements.
  5. health education classes unless offered by Blue Cross and Blue Shield of Texas or its affiliates, including, but not limited to, asthma, smoking cessation, and weight control classes.

## Personal Care, Comfort or Convenience

1. beauty/barber service.
2. guest service.



3. health club membership and programs.
4. personal or comfort items, including but not limited to televisions, telephones, guest beds, admission kits, maternity kits and newborn kits provided by a Hospital or other Inpatient Facility.
5. breast pumps except as Benefits are provided under the federal Health Resources and Services Administration (HRSA) requirement as described under *Preventive Care Services* in Section 6, *Details for Covered Health Services*.
6. supplies, equipment and similar incidentals for personal comfort. Examples include, but are not limited to:
  - air conditioners;
  - air purifiers and filters;
  - batteries and battery chargers, except as described under *Hearing Aids* and under *Durable Medical Equipment* in Section 6, *Details for Covered Health Services*;
  - car seats;
  - chairs, bath chairs, feeding chairs, toddler chairs, chair lifts and recliners;
  - dehumidifiers and humidifiers;
  - ergonomically correct chairs;
  - exercise equipment and treadmills;
  - home modifications to accommodate a health need (including, but not limited to, ramps, swimming pools, elevators, handrails, and stair glides);
  - hot tubs, Jacuzzis, saunas and whirlpools;
  - medical alert systems;
  - music devices;
  - non-Hospital beds, comfort beds, motorized beds and mattresses;
  - personal computers;
  - personal hygiene protection (for example, adult diapers);
  - pillows;
  - power-operated vehicles;
  - radios;
  - strollers;
  - safety equipment;
  - vehicle modifications such as van lifts; and
  - video players.

### Physical Appearance

1. services or supplies for Cosmetic, Reconstructive or Plastic Surgery, even when Medically Necessary, except as described in Reconstructive Procedures.

Examples include, but are not limited to:

- scar removal or revision procedures;
- breast enhancement procedures; and

- removal or replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure
- 2. physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, spa treatments, and diversion or general motivational programs.
- 3. services or supplies for reduction of obesity or weight, including surgical procedures and prescription drugs, even if the Participant has other health conditions which might be helped by a reduction of obesity or weight, except for healthy diet counseling and obesity screening/counseling as may be provided under Section 6, *Details for Covered Health Services, Preventive Care Services*.
  - This exclusion does not apply to:
    - The covered HealthSelect weight loss programs Naturally Slim and Real Appeal;
- 4. wigs regardless of the reason for the hair loss.
- 5. treatment of benign gynecomastia.

## Procedures and Treatments

1. biofeedback.
2. tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures).
3. hair removal or treatments for hair loss by any means.
4. procedures and treatments for skin wrinkles or any procedure or treatment to improve the appearance of the skin, including, but not limited to, face lifts.
5. treatment for spider veins.
6. skin abrasion procedures performed as a treatment for acne.
7. medical and surgical treatment of snoring, except when provided as a part of treatment for documented obstructive sleep apnea.
8. rehabilitation services and Chiropractic Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including, but not limited to, routine, long-term or maintenance/preventive treatment.
9. speech therapy, except as described under *Therapies for Children with Developmental Delay Services* or under *Rehabilitation Services – Outpatient Therapy* in Section 6, *Details for Covered Health Services*.
10. a procedure or surgery to remove fatty tissue and/or hanging skin on any part of the body including, but not limited to, panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy, even if hanging skin is due to weight loss or to bariatric surgery otherwise covered under the Plan.
11. psychosurgery (lobotomy).
12. stand-alone multi-disciplinary smoking cessation programs. These programs usually include services by health care Providers specializing in smoking cessation, such as a psychologist or social worker, and also usually include intensive psychological support, behavior modification techniques and medications to control cravings.
13. chelation therapy, except to treat heavy metal poisoning.

14. services provided by a chiropractor to treat a condition unrelated to an identifiable neuromusculoskeletal condition, such as asthma or allergies, or services that do not meet the definition of Chiropractic Treatment shown in Section 15, *Glossary*.
15. therapy treatments or procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter.
16. gender reassignment surgery and related services.
17. non-surgical bariatric treatment, even if for morbid obesity.
18. bariatric surgery.
19. oral appliances and devices used to treat TMJ pain disorders or dysfunction of the joint, jaw, jaw muscles and nerves.
20. the following services for the diagnosis and treatment of TMJ: any non-surgical treatment, including, but not limited to, clinical examinations, arthrocentesis and trigger-point injections; surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment and dental restorations.
21. health care services performed at a diagnostic Facility (Hospital or Alternate Facility) without a written order from a Provider.
22. health care services which are self-directed to a free-standing or Hospital-based diagnostic Facility.
23. health care services performed at a diagnostic Facility (Hospital or Alternate Facility), when ordered by a Provider affiliated with the diagnostic Facility and when that Provider is not actively involved in your medical care either prior to ordering the service or after the service is received.

This exclusion does not apply to mammography testing or bone density screening.
24. breast reduction surgery that is determined to be a Cosmetic Procedure.

This exclusion does not apply to breast reduction surgery that the Plan determines is for the treatment of a physiologic functional impairment or is coverage required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under *Reconstructive Procedures* in Section 6, *Details for Covered Health Services*.

## Providers

1. health care services performed by a Provider who is your family member by birth or marriage, including, but not limited to, your spouse, brother, sister, parent or child.
2. health care services that a Provider performs on himself or herself.
3. health care services performed by a Provider who has your same legal residence.
4. health care services performed by an unlicensed Provider or a Provider who is providing health care services outside of the scope of his/her license.
5. any annual fee, retainer or similar fee paid to a Provider.

## Reproduction/Infertility

1. health services and associated expenses for infertility treatments, including, but not limited to, artificial insemination, intra-fallopian transfer or other assisted reproductive technology, regardless of the reason for the treatment. Also excluded are any services or supplies used in any procedure in preparation for or performed as a direct result of and immediately after any of the excluded procedures.

This exclusion does not apply to services required to treat or correct underlying causes of infertility.

**Note:** If a Pregnancy results from excluded infertility treatment, Pregnancy and newborn services will be covered as described under *Maternity Care* in Section 5, *Schedule of Benefits and Coverage* and Section 6, *Details for Covered Health Services*.

2. storage and retrieval of all reproductive materials (examples include, but are not limited to, eggs, sperm, testicular tissue and ovarian tissue).
3. in vitro fertilization regardless of the reason for treatment. Also excluded are any services or supplies used in any procedure in preparation for or performed as a direct result of and immediately after in vitro fertilization.
4. surrogate parenting, donor eggs, donor sperm and host uterus.
5. the reversal of voluntary sterilization.
6. artificial reproductive treatments done for genetic or eugenic (selective breeding) purposes.
7. selective reduction surgery for multiple gestations.

This exclusion does not apply if a Physician states the Participant's life would be endangered if the fetus was carried to term.

8. elective surgical, non-surgical or drug induced Pregnancy termination.

This exclusion does not apply if the Pregnancy termination is Medically Necessary or if the Pregnancy is caused by a criminal act.

9. services provided by a labor aide (doula).
10. parenting, pre-natal or birthing classes.

This exclusion does not apply to breastfeeding counseling as mandated by the Affordable Care Act.

## Services Provided Under Another Plan

Services for which coverage is available:

1. under another plan, except for Allowable Amounts payable as described in Section 11, *Coordination of Benefits (COB)*.
2. under workers' compensation, no-fault automobile coverage or similar plan if you could purchase or elect it, or could have it purchased or elected for you.
3. while on active military duty.
4. for treatment of military service-related disabilities when you are legally entitled to other coverage, and Facilities are reasonably accessible, as determined by the Plan.

## Transplants

1. any and all transplants of organ cells, and other tissues, except as described in *Transplant Services* in Section 6, *Details for Covered Health Services*.
2. mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (for example, a device that supports the heart while the patient waits for a suitable donor heart to become available).

## Travel

1. travel or transportation expenses, even if ordered by a Physician. This exclusion does not apply to ambulance transportation for which Benefits are provided as described under *Ambulance Services* in Section 6, *Details for Covered Health Services*.

## Types of Care

1. Custodial Care as defined in Section 15, *Glossary*, or maintenance care.
2. Domiciliary Care, as defined in Section 15, *Glossary*.
3. multi-disciplinary pain management programs provided on an Inpatient basis for acute pain or for exacerbation of chronic pain, unless determined by the Plan to be Medically Necessary.
4. Private Duty Nursing received on an Inpatient basis.
5. with respect to home health care, Hospice care, Outpatient Private Duty Nursing services or care received in a Skilled Nursing Facility or Inpatient Rehabilitation Facility, the following:
  - services provided for the convenience of the Participant or Participant's family, such as assistance with bathing, feeding, mobilizing, exercising or homemaking;
  - services as a "sitter" or companion; and
  - general supervision of exercises taught to the Participant including, but not limited to, the actual carrying out of a maintenance program.
6. with respect to home health care, Hospice care or Outpatient Private Duty Nursing services, the following:
  - administration of oral medication;
  - periodic turning and positioning in bed;
  - food or home-delivered meals;
  - social casework or homemaker services; and
  - transportation services.
7. respite care (Skilled Care or unskilled care to provide relief for a permanent caregiver), unless provided as part of an integrated Hospice care program of services provided by a licensed Hospice care agency for which Benefits are provided as described under *Hospice Care* in Section 6, *Details for Covered Health Services*.
8. rest cures.
9. services of personal care attendants.
10. work hardening programs (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

## Vision and Hearing

1. implantable lenses used only to correct a refractive error, including advanced lenses.
2. contact lens exams; purchase cost and associated fitting charges for eyeglasses or contact lenses. This exclusion does not apply to contact lenses when prescribed to treat a Sickness or Injury of the cornea.
3. dispensing fees for hearing aids.
4. repairs to a hearing aid, even if the hearing aid purchase was a Covered Health Service under the Plan.

5. bone anchored hearing aids except when either of the following applies:
  - for Participants with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid; or
  - for Participants with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid, as documented by a Physician.

The Plan will not pay for more than one bone anchored hearing aid per Participant who meets the above coverage criteria during the entire period of time the Participant is enrolled in this Plan. In addition, repairs and/or replacement for a bone anchored hearing aid for Participants who meet the above coverage are not covered, other than for malfunctions.

6. eye exercise or vision therapy, except any of the following therapies when ordered by a Physician to treat the specific related condition:
  - occlusion therapy for amblyopia;
  - prism adaptation therapy for esotropia; or,
  - orthoptic or vision therapy for convergence insufficiency.
7. surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

## All Other Exclusions

1. autopsies and other coroner services and transportation services for a corpse.
2. charges for:
  - missed appointments;
  - room or Facility reservations;
  - completion of claim forms; and
  - record processing.
3. charges prohibited by federal anti-kickback or self-referral statutes.
4. diagnostic tests that are:
  - delivered in other than a Physician's office or health care Facility; or
  - self-administered home diagnostic tests, including but not limited to, HIV and Pregnancy tests, except for Cologuard screening as defined in Section 6, *Details for Covered Health Services*.
5. expenses for health services and supplies:
  - that would otherwise be considered Covered Health Services and are received as a result of war or any act of war, whether declared or undeclared, while part of any armed service force of any country. This exclusion does not apply to Participants who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone;
  - that are received after the date your coverage under this Plan ends, including health services for medical conditions that began before the date your coverage under the Plan ends;
  - for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under this Plan;

- that exceed Amounts or any specified limitation in this MBPD; or
  - for which a Non-Contracted Provider waives the Annual Deductible or Coinsurance amounts.
6. foreign language and sign language services.
7. long term (more than 30 days) storage of blood, umbilical cord or other biological material. Examples include, but are not limited to, cryopreservation of tissue, blood and blood products.
8. health services and supplies that do not meet the definition of a Covered Health Service as shown in Section 15, *Glossary*.
9. health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service even if the treatment of the complication is considered to be Medically Necessary, prescribed by a Physician or if the Participant has medical or psychological conditions that could be helped by the surgery, services, supplies, treatments, or procedures.
- For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.
10. physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when:
- required solely for purposes of education, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration;
  - conducted for purposes of medical research. This exclusion does not apply to Covered Health Services provided during a Clinical Trial for which Benefits are provided as described under Clinical Trials in Section 6, Details for Covered Health Services;
  - related to judicial or administrative proceedings or orders; or
  - required to obtain or maintain a license of any type.

## SECTION 8 - CLAIMS PROCEDURES FOR MEDICARE-ELIGIBLE RETIREES, THEIR MEDICARE-ELIGIBLE DEPENDENTS, AND MEDICARE-ELIGIBLE OUT-OF-COUNTRY PARTICIPANTS

### What This Section Includes

- How Contracted and Non-Contracted Provider claims work when Medicare pays first; and
- What you may do if your claim is denied, in whole or in part.

**Note:** When you are retired and eligible for Medicare, Medicare usually pays first. If a service is denied by Medicare, you may have the right to appeal. Visit [Medicare.gov](https://www.medicare.gov) for details.

**Note:** You may designate an Authorized Representative who has the authority to represent you in all matters concerning your claim or appeal of a claim determination. If you have an Authorized Representative, any references to “you” or “Participant” in this Section 8 will refer to the Authorized Representative. See *Authorized Representative* below for details.

### Remember

When you are Retired and enrolled in Medicare, Medicare usually pays first. Seeing a Provider who accepts Medicare Assignment will reduce your out-of-pocket expenses.

Seeing a Provider who is also Contracted with Blue Cross and Blue Shield may help to reduce your out-of-pocket expenses when Medicare does not cover a service or if your Medicare benefits are exhausted. When this happens, the Plan will pay first for Covered Health Services.

**Note:** Contracted Providers have agreed to accept the Plan’s Allowable Amount.

In general, if you receive Covered Health Services from a Provider who accepts Medicare Assignment, the provider must file the claim to Medicare. Be sure Blue Cross and Blue Shield of Texas has your Medicare information so Medicare may send claims directly to Blue Cross and Blue Shield of Texas for processing as the Secondary Plan. This is called Medicare Crossover. See *Coordination of Benefits, Medicare Crossover Program*, Section 10 for additional information.

When you have Medicare as a Primary Plan, once the claim is processed by Medicare, it will usually be forwarded to this Plan for processing of secondary Benefits. If you receive a bill for Covered Health Services from a Non-Contracted Provider, you (or the Provider if they prefer) must send the bill to Blue Cross and Blue Shield of Texas along with the Medicare Summary Notice for processing. To make sure the claim is processed promptly and accurately, a completed claim form must be attached and mailed to Blue Cross and Blue Shield of Texas at the following address:

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

### If Your Provider Does Not File Your Claim

Providers who accept Medicare Assignment must file your claim to Medicare. If you use a provider who does not accept Medicare Assignment, you may have to file your claims directly. For information on where and how to file your Medicare claims, visit [Medicare.gov](https://www.medicare.gov).

If Blue Cross and Blue Shield of Texas does not receive the claim from your Provider directly, you may file the claim. You can obtain a claim form by visiting [www.healthselectoftexas.com](https://www.healthselectoftexas.com) or by



calling Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free. If you do not have a claim form, simply attach a brief letter or explanation to the bill, and verify that the bill contains the information listed below. If any of these items are missing from the bill, you can include them in your letter:

- your name and address;
- the Participant's name, age and relationship to the Subscriber;
- the ID number as shown on your HealthSelect medical ID card;
- the name, address and tax identification number of the Provider of the service(s);
- a diagnosis from the Physician;
- the date of service;
- an itemized bill from the Provider that includes;
  - the Current Procedural Terminology (CPT) codes;
  - a description of, and the charge for, each service;
  - the date the Sickness or Injury began;
  - a statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name and address of the other insurer(s); and
- Medicare Summary Notice (when Medicare pays first).

Failure to provide all the information listed above may delay any reimbursement that may be due you.

**Intentionally false statements of material fact may result in adverse action against you, including, but not limited to, termination of your health coverage and expulsion from the GBP.**

The above information should be filed with Blue Cross and Blue Shield of Texas at the following address:

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

## Claim Payment and Assignment

After Blue Cross and Blue Shield of Texas has processed your claim, you will receive payment for Benefits that the Plan allows. If you have used a Provider that does not accept Medicare Assignment or a Non-Contracted Provider, it is your responsibility to pay the Provider the balance as indicated as your responsibility on your Explanation of Benefits.

Blue Cross and Blue Shield of Texas will pay Benefits to you for services from a Non-Contracted Provider, unless:

- the Provider notifies Blue Cross and Blue Shield of Texas that you have provided signed authorization to assign Benefits directly to that Provider; or
- you make a written request for the Non-Contracted Provider to be paid directly at the time you submit your claim.

Blue Cross and Blue Shield of Texas will only pay Benefits to you or, with written authorization by you, to your Provider, and not to a third party, even if your Provider has assigned Benefits to that party.

### Explanation of Benefits (EOB)

Blue Cross and Blue Shield of Texas will send you a paper copy of an Explanation of Benefits (EOB) after processing each of your medical claims submitted. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. Please note that your EOB will not reflect amounts you may have already paid to the Provider. If you would like to stop receiving paper copies of the EOBs and only receive EOBs electronically, you may “go green” and turn off paper copies online at [www.healthselectoftexas.com](http://www.healthselectoftexas.com). See Section 15, *Glossary*, for the definition of Explanation of Benefits.

**Important – Timely Filing of Claims provided by Non-Contracted Providers**

All claim forms for Non-Contracted Providers services must be submitted within 18 months after the date of service. Claims submitted after that date will not be considered and the Plan will not pay any Benefits for that claim. This 18-month requirement does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

When Medicare pays first you will need to submit claims based on the Medicare filing rules. Visit [Medicare.gov](http://Medicare.gov) for more information.

## SECTION 9 - CLAIMS PROCEDURES FOR MEDICARE ELIGIBLE RETURN-TO-WORK RETIREES, THEIR MEDICARE-ELIGIBLE DEPENDENTS AND OUT-OF-COUNTRY PARTICIPANTS WHO DO NOT HAVE MEDICARE PRIMARY

### What This Section Includes

- How Contracted and Non-Contracted Provider claims work when Medicare pays Secondary; and
- What you may do if your claim is denied, in whole or in part.

**Note:** You may designate an Authorized Representative who has the authority to represent you in all matters concerning your claim or appeal of a claim determination. If you have an Authorized Representative, any references to “you” or “Participant”, in this Section 9, will refer to the Authorized Representative. See *Authorized Representative* below for details.

Blue Cross and Blue Shield of Texas has a Network of participating Providers also, referred to as Contracted Providers in this MBPD. Utilizing a Contracted Provider will reduce your out-of-pocket expenses. Contracted Providers have agreed to accept the Allowable Amount.

In general, if you receive Covered Health Services from a Contracted Provider, Blue Cross and Blue Shield of Texas will pay the Physician or Facility directly. If a Contracted Provider bills you for any Covered Health Service other than your Annual Deductible or Coinsurance, please contact the Provider or call Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free for assistance.

If you receive a bill for Covered Health Services from a Non-Contracted Provider, you (or the Provider if they prefer) must send the bill to Blue Cross and Blue Shield of Texas. To make sure the claim is processed promptly and accurately, a completed claim form must be attached and mailed to Blue Cross and Blue Shield of Texas at the following address:

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

### If Your Provider Does Not File Your Claim

You can obtain a claim form by visiting [www.healthselectoftexas.com](http://www.healthselectoftexas.com), calling Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free or contacting your Benefits Coordinator if you are Actively at Work. If you do not have a claim form, simply attach a brief letter of explanation to the bill, and verify that the bill contains the information listed below. If any of these items are missing from the bill, you can include them in your letter:

- your name and address;
- the Participant’s name, age and relationship to the Subscriber;
- the ID number as shown on your HealthSelect medical ID card;
- the name, address and tax identification number of the Provider of the service(s);
- a diagnosis from the Physician;
- the date of service;
- an itemized bill from the Provider that includes;

- the Current Procedural Terminology (CPT) codes;
- a description of, and the charge for, each service;
- the date the Sickness or Injury began; and
- a statement indicating either that you are, or you are not, enrolled for coverage under any other health insurance plan or program. If you are enrolled for other coverage you must include the name and address of the other insurer(s).

Failure to provide all the information listed above may delay any reimbursement that may be due you.

**Intentionally false statements of material fact may result in adverse action against you, including, but not limited to, termination of your health coverage and expulsion from the GBP.**

The above information should be filed with Blue Cross and Blue Shield of Texas at the following address:

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

## Claim Payment and Assignment

After Blue Cross and Blue Shield of Texas has processed your claim, you will receive payment for Benefits that the Plan allows. If you have used a Provider that is not a Non-Contracted Provider, it is your responsibility to pay the Provider the balance as indicated as your responsibility on your Explanation of Benefits.

Blue Cross and Blue Shield of Texas will pay Benefits to you for services from a Non-Contracted Provider, unless:

- the Provider notifies Blue Cross and Blue Shield of Texas that you have provided signed authorization to assign Benefits directly to that Provider; or
- you make a written request for the Non-Contracted Provider to be paid directly at the time you submit your claim.

Blue Cross and Blue Shield of Texas will only pay Benefits to you or, with written authorization by you, to your Provider, and not to a third party, even if your Provider has assigned Benefits to that party.

## Explanation of Benefits (EOB)

Blue Cross and Blue Shield of Texas will send you a paper copy of an Explanation of Benefits (EOB) after processing each of your medical claims submitted. The EOB will let you know if there is any portion of the claim you need to pay. If any claims are denied in whole or in part, the EOB will include the reason for the denial or partial payment. Please note that your EOB will not reflect amounts you may have already paid to the Provider. If you would like to stop receiving paper copies of the EOBs and only receive EOBs electronically, you may “go green” and turn off paper copies online at [www.healthselectoftexas.com](http://www.healthselectoftexas.com). See Section 15, *Glossary*, for the definition of Explanation of Benefits. If you do not receive an EOB or would like a copy of your EOB, call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039,.

**Important - Timely Filing of Claims provided by Non-Contracted Providers**

All claim forms for Non-Contracted Providers services must be submitted within 18 months after the date of service. Otherwise, the Plan will not pay any Benefits for that eligible service, as determined by Blue Cross and Blue Shield of Texas. This 18-month requirement does not apply if you are legally incapacitated. If your claim relates to an Inpatient Stay, the date of service is the date your Inpatient Stay ends.

## SECTION 10 - CLAIM DENIALS AND APPEALS

The below information applies to all Participants enrolled in this Plan.

### *If Your Claim Is Denied*

If you are enrolled in Medicare and Medicare denies your services in part or in whole, you may have the right to appeal. For information on how to file an appeal to Medicare visit [Medicare.gov](https://www.medicare.gov).

If Blue Cross and Blue Shield denies your service in part or in whole you may call a BCBSTX Personal Health Assistant toll-free at (800) 252-8039 before requesting a formal appeal. If Blue Cross and Blue Shield of Texas cannot resolve the issue to your satisfaction over the phone, you have the right to file a formal appeal as described below.

### *How to Appeal a Denied Claim from Blue Cross and Blue Shield of Texas*

If you wish to appeal a denied Pre-Service Request for Benefits, concurrent claim, or Post-Service Claim, or appeal a rescission of coverage you or your Authorized Representative must submit your appeal as described below in writing within 180 days of receiving the adverse benefit determination. This communication should include:

- the Participant's name and ID number as shown on the HealthSelect medical ID card;
- the Provider's name;
- the date of medical service;
- the reason you disagree with the denial; and
- any documentation or other written information to support your appeal.

You or your Authorized Representative may send a written appeal to:

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

You do not need to submit appeals of Urgent Care Requests for Benefits in writing. For Urgent Care Requests for Benefits that have been denied, you or your Provider should call Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free to request an appeal.

#### **Types of claims**

The timing of the claims appeal process is based on the type of claim you are appealing. If you wish to appeal a claim, it helps to understand whether it is an:

- Urgent Care Request for Benefits;
- Pre-Service Request for Benefits;
- concurrent care claim;
- Post-Service Claim; or
- rescission of coverage.

### *First Internal Appeal*

Blue Cross and Blue Shield of Texas will conduct a full and fair review of your appeal. The appeal may be reviewed by:

- an appropriate individual(s) who did not make the initial benefit determination; and

- a health care professional with appropriate expertise who was not consulted during the initial Benefit determination process.

Once the review is complete, if Blue Cross and Blue Shield of Texas upholds the denial, you and your Provider will receive a written explanation of the reasons and facts relating to the denial and a description of the additional appeal procedures. If Blue Cross and Blue Shield of Texas overturns the denial, you and your Provider will receive notification of its decision and Benefits will be paid, as appropriate.

**Notes:**

- A denial of Benefits for medical services does not mean that you cannot receive the medical services. A denial of the Benefits simply means that the medical services are not covered under the Plan and no payments will be made to you or any Providers by the Plan if you receive the denied medical services, unless you win a subsequent appeal.
- If your Urgent Care Request for Benefits was denied, you may request an expedited external review at the same time that you request an expedited internal appeal to Blue Cross and Blue Shield of Texas. Blue Cross and Blue Shield of Texas will review the request to determine if the appeal should go directly to the expedited external review instead of through the internal appeal process. If the request for appeal does not meet the expedited external appeal criteria as determined by Blue Cross and Blue Shield of Texas, the appeal will be handled as an expedited internal appeal to Blue Cross and Blue Shield of Texas.

*Second Internal Appeal to Blue Cross and Blue Shield of Texas (of an Urgent Care Request for Benefits, a Pre-Service Request for Benefits, or a Concurrent Claim)*

If you are not satisfied with the first internal appeal decision regarding an Urgent Care Request for Benefits, a Pre-Service Request for Benefits, or a concurrent claim, you have the right to request a second internal appeal from Blue Cross and Blue Shield of Texas. You must file a written request for the second internal appeal within 60 days from your receipt of the first internal appeal determination notification.

If your non-urgent Pre-Service Request for Benefits is denied, you may file a second internal appeal to Blue Cross and Blue Shield of Texas. If the denial is upheld at the second internal appeal level, Blue Cross and Blue Shield of Texas will notify you of the reasons for its decision and that your internal appeal options are exhausted. If the appeal involves issues of medical judgment, you may request an external review. If Blue Cross and Blue Shield of Texas overturns its decision at the second internal appeal level, Blue Cross and Blue Shield of Texas will notify you of its decision and Benefits will be paid, as appropriate.

**Note:** Upon written request and free of charge, Participants may examine documents relevant to their claims and/or appeals and submit opinions and comments. Blue Cross and Blue Shield of Texas will review all claims in accordance with the rules established by the U.S. Department of Labor.

*Second Internal Appeal to ERS of a Post-Service Claim or a Rescission of Coverage*

If you are not satisfied with the first internal appeal decision regarding a Post-Service Claim or a rescission of coverage, you have the right to request a second internal appeal from ERS. You must file a written request for the second internal appeal within 90 days from your receipt of the first level appeal determination notification.

If ERS upholds the denial at the second internal appeal level, ERS will notify you of the reasons for its decision and that your internal appeal options are exhausted. If your appeal involves issues of medical judgment or a rescission of coverage, you may request an external review. If ERS overturns the denial, Blue Cross and Blue Shield of Texas will notify you and Benefits will be paid, as appropriate.

ERS does not review denials of Pre-Service Requests for Benefits, Urgent Care Requests for Benefits or concurrent claims.

Blue Cross and Blue Shield of Texas and ERS will complete reviews within legally applicable time periods; however, Blue Cross and Blue Shield of Texas and ERS have the right to an extension under certain circumstances.

### *Mediation Rights*

You may have mediation rights under Chapter 1467 of the Texas Insurance Code if your out-of-pocket obligation for certain Non-Contracted Emergency or medical services is greater than \$500 after your payment of any Annual Deductibles and Coinsurance relating to your claim. You may refer to your EOB for specific information about any available medication rights. You may assert your mediation rights by filing a mediation request with the Texas Department of Insurance (TDI). Please submit a Health Insurance Mediation Request Form directly to TDI and not to ERS.

Tables 5 through 7 below describe the time frames which you and Blue Cross and Blue Shield of Texas are required to follow.

<b>TABLE 5</b>	
<b>Urgent Care Request for Benefits<sup>1</sup></b>	
<b>Action to Be Taken</b>	<b>Timing<sup>2</sup></b>
If your Request for Benefits is complete, Blue Cross and Blue Shield of Texas must notify you within:	<b>72 hours</b>
If your Request for Benefits is incomplete, Blue Cross and Blue Shield of Texas must notify you that it is incomplete within:	<b>24 hours</b>
You must then provide the completed Request for Benefits to Blue Cross and Blue Shield of Texas within:	<b>48 hours</b> after receiving notice of additional information required
Blue Cross and Blue Shield of Texas must notify you and your Provider of the benefit determination within:	<b>48 hours after receipt of additional information</b>
If Blue Cross and Blue Shield of Texas denies your Request for Benefits, you must appeal an adverse benefit determination no later than:	<b>180 days</b> after receiving the adverse benefit determination
Blue Cross and Blue Shield of Texas must notify you of the first internal appeal decision within:	<b>72 hours</b> after receiving the appeal

<sup>1</sup>You do not need to submit Urgent Care appeals in writing. You should call Blue Cross and Blue Shield of Texas as soon as possible to appeal an Urgent Care Request for Benefits.

<sup>2</sup>From when the request is made unless otherwise noted below.



<b>TABLE 6</b>	
<b>Pre-Service Request for Benefits</b>	
<b>Action to Be Taken</b>	<b>Timing<sup>1</sup></b>
If your Request for Benefits is filed improperly with Blue Cross and Blue Shield of Texas, it must notify you within:	<b>5 days</b>
If your Request for Benefits is incomplete Blue Cross and Blue Shield of Texas must notify you within:	<b>15 days</b>
You must then provide completed Request for Benefits information to Blue Cross and Blue Shield of Texas within:	<b>45 days</b>
Blue Cross and Blue Shield of Texas must notify you of the Benefit determination:	
<ul style="list-style-type: none"> <li>• if your Request for Benefits is complete, within:</li> </ul>	<b>15 days</b>
<ul style="list-style-type: none"> <li>• after receiving the completed Request for Benefits (if your Request for Benefits was incomplete as filed), within:</li> </ul>	<b>15 days</b>
You must appeal an adverse benefit determination no later than:	<b>180 days</b> after receiving the adverse benefit determination
Blue Cross and Blue Shield of Texas must notify you of the first internal appeal decision within:	<b>15 days</b> after receiving the first internal appeal
You must appeal the denial of your first internal appeal (by filing a second internal appeal) no later than:	<b>60 days</b> after receiving the first internal appeal decision
Blue Cross and Blue Shield of Texas must notify you of the second internal appeal decision within:	<b>15 days</b> after receiving the second internal appeal

<sup>1</sup>From when the request is made unless otherwise noted below.

<b>TABLE 7</b>	
<b>Post-Service Claims</b>	
<b>Action to Be Taken</b>	<b>Timing<sup>1</sup></b>
If your claim is incomplete, Blue Cross and Blue Shield of Texas must notify you within:	<b>30 days</b>
You must then provide completed claim information to Blue Cross and Blue Shield of Texas within:	<b>45 days</b>
Blue Cross and Blue Shield of Texas must notify you of the Benefit determination:	
• if the claim was complete as filed, within:	<b>30 days</b>
• after receiving the completed claim (if the claim was incomplete as filed), within:	<b>30 days</b>
You must appeal an adverse benefit determination no later than:	<b>180 days</b> after receiving the adverse benefit determination
Blue Cross and Blue Shield of Texas must notify you of the first internal appeal decision no later than:	<b>30 days</b> after receiving the first internal appeal
You must appeal the denial of your first internal appeal (by filing a second internal appeal with ERS) no later than:	<b>90 days</b> after receiving the first internal appeal decision
Blue Cross and Blue Shield of Texas or ERS must notify you of the second internal appeal decision within:	<b>30 days</b> after receiving the second internal appeal

<sup>1</sup>From when the request is made unless otherwise noted below.

## External Review Program

If, after exhausting your internal appeals, you are not satisfied with the determination made by Blue Cross and Blue Shield of Texas or ERS, or if Blue Cross and Blue Shield of Texas or ERS fails to respond to your appeal in accordance with applicable regulations regarding timing, you may be entitled to request an immediate external review of the determination made by Blue Cross and Blue Shield of Texas or ERS. The process is available at no charge to you.

If one of the above conditions is met, you may request an external review of an adverse benefit determination based upon any of the following:

- clinical reasons (the determination involves a question of medical judgment);
- rescission of coverage (coverage that was terminated retroactively); or
- as otherwise required by applicable law.

**Note:** You may also have the right to pursue external review in the event that Blue Cross and Blue Shield of Texas or ERS failed to comply with the internal claims and appeals process, except for those failures that are based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to you.

You or your Authorized Representative may request a standard external review by sending a written request to the address set out in the determination letter. You or your Authorized Representative may request an expedited external review, in urgent situations as detailed below, by calling Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free or by sending a written request to the address set out in the determination letter. A request must be made within four months after the date you receive Blue Cross and Blue Shield of Texas' or ERS' determination.

An external review request should include all of the following:

- a specific request for an external review;
- the Participant's name, address, and insurance ID number;
- your Authorized Representative's name and address, when applicable;
- the service that was denied, the date of service, the Provider's name; and
- any new, relevant information that was not provided during the internal appeal.

An external review will be performed by an Independent Review Organization (IRO). Blue Cross and Blue Shield of Texas has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available:

- a standard external review; and
- an expedited external review.

#### *Standard External Review*

A standard external review is comprised of all of the following:

- a preliminary review by Blue Cross and Blue Shield of Texas of the request;
- a referral of the request by Blue Cross and Blue Shield of Texas to the IRO;
- the review by the IRO; and
- a decision by the IRO.

Within the applicable time frame after receipt of the request, Blue Cross and Blue Shield of Texas will complete a preliminary review to determine whether the Participant for whom the request was submitted meets all of the following:

- was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided;
- has exhausted the applicable internal appeals process; and
- has provided all the information and forms required so that Blue Cross and Blue Shield of Texas may process the request.

After Blue Cross and Blue Shield of Texas completes the preliminary review, Blue Cross and Blue Shield of Texas will issue you a notification in writing within five business days of receiving the request for the external review. If the request is eligible for external review, Blue Cross and Blue Shield of Texas will assign an IRO to conduct such review. Blue Cross and Blue Shield of Texas will assign requests by either rotating claims assignments among the IROs or by using a random selection process.

Blue Cross and Blue Shield of Texas will provide the assigned IRO with the documents and information considered in making Blue Cross and Blue Shield of Texas' or ERS' determination. The documents include:

- all relevant medical records;

- all other documents relied upon by Blue Cross and Blue Shield of Texas or ERS;
- all other information or evidence that you or your Provider submitted regarding the claim; and
- all other information or evidence that you or your Provider wish to submit regarding the claim, including, as explained below, any information or evidence you or your Provider wish to submit that was not previously provided.

The IRO will notify you in writing of the request's eligibility and acceptance for external review. You may submit in writing to the IRO within ten business days following the date you receive notice from the IRO, any additional information that you want the IRO to consider when conducting the external review. The IRO is not required to, but may, accept and consider additional information submitted by you after ten business days. In reaching a decision, the IRO will review the claim anew and will not be bound by any decisions or conclusions reached by Blue Cross and Blue Shield of Texas or ERS. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless the IRO requests additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and Blue Cross and Blue Shield of Texas, and it will include the clinical basis for the determination.

Upon receipt of a Final External Review Decision reversing Blue Cross and Blue Shield of Texas' or ERS' determination, Blue Cross and Blue Shield of Texas will notify you within 48 hours of receiving the IRO's decision. The Plan will immediately provide coverage or payment of the Benefits at issue in accordance with the terms and conditions of the Plan. If the Final External Review Decision is that payment or referral will not be made, the Plan will not be obligated to provide Benefits for the health care service or procedure and you will have exhausted your appeal rights.

All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

### *Expedited External Review*

An expedited external review is similar to a standard external review. The most significant difference between the two is that the time periods for completing certain portions of the review process are much shorter, and in some instances you may file an expedited external review before completing the internal appeals process.

You may make a written or verbal request for an expedited external review if you receive either of the following:

- an adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the Participant or would jeopardize the Participant's ability to regain maximum function and you have filed a request for an expedited internal appeal; or
- a final appeal decision, if the determination involves a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the Participant or would jeopardize the Participant's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or health care service, procedure or product for which the Participant received Emergency services, but has not been discharged from a Facility.

Immediately upon receipt of the request, Blue Cross and Blue Shield of Texas will determine whether the Participant meets both of the following:

- was covered under the Plan at the time the health care service or procedure that is at issue in the request was provided; and
- has provided all the information and forms required so that Blue Cross and Blue Shield of Texas may process the request.

After completing the review, Blue Cross and Blue Shield of Texas will immediately send a notice in writing to you. Upon a determination that a request is eligible for expedited external review, Blue Cross and Blue Shield of Texas will assign an IRO in the same manner Blue Cross and Blue Shield of Texas utilizes to assign standard external reviews to IROs. Blue Cross and Blue Shield of Texas will provide all necessary documents and information considered in making the adverse benefit determination or final adverse benefit determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information and documents considered in a standard external review.

In reaching a decision, the IRO will review the claim anew and not be bound by any decisions or conclusions reached by Blue Cross and Blue Shield of Texas. The IRO will provide notice of the Final External Review Decision for an expedited external review as expeditiously as the Participant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the IRO's notice of the Final External Review Decision is not in writing, within 48 hours of providing such notice, the assigned IRO will provide written confirmation of the decision to you and to Blue Cross and Blue Shield of Texas.

All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

You may contact Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free for more information regarding external review rights, or if making a verbal request for an expedited external review.

Table 8 below describes the time frames which you, Blue Cross and Blue Shield of Texas and the IRO are required to follow.

<b>TABLE 8</b>	
<b>External Review</b>	
<b>Action to Be Taken</b>	<b>Timing<sup>1</sup></b>
You must submit a request for external review to Blue Cross and Blue Shield of Texas within:	<b>Four months</b> after the date you receive the second internal appeal determination
For an expedited external review, the IRO will provide notice of its determination within:	<b>72 hours</b>
For a standard external review, Blue Cross and Blue Shield of Texas will complete a preliminary review to ensure the request meets requirements for an external review within:	<b>5 business days</b>
You may submit in writing to the IRO any additional information that you want the IRO to consider within:	<b>10 business days</b>
For a standard external review, the IRO will provide written notice of its determination within:	<b>45 days<sup>2</sup></b> after receiving the request for the external review

<sup>1</sup>From when the request is made unless otherwise noted below.

<sup>2</sup>This time frame may be extended if the IRO requests additional time and you agree.

### *Concurrent Care Claims*

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an Urgent Care Request for Benefits as defined above, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. Blue Cross and Blue Shield of Texas will make a determination on your request for the extended treatment within 24 hours from receipt of your request.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an Urgent Care Request for Benefits and decided according to the time frames described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new request and decided according to post-service or pre-service time frames, whichever applies.

### **Authorized Representative**

A Participant may have one Authorized Representative, and only one Authorized Representative at a time, to assist in submitting a claim or appealing a claim.

An Authorized Representative shall have the authority to represent the Participant in all matters concerning the Participant's claim or appeal of a claim determination. If the Participant has an Authorized Representative, any references to "you" or "Participant", in this Section 10, will refer to the Authorized Representative.

One of the following persons may act as a Participant's Authorized Representative:

- an individual designated by the Participant in writing on a form approved by Blue Cross and Blue Shield of Texas;
- a health care Provider if the claim is an Urgent Care claim, or if the Participant has designated the Provider in writing in a form approved by Blue Cross and Blue Shield of Texas. However, a health care Provider may not be an Authorized Representative for the appeal of a claim;
- a person holding the Participant's durable power of attorney;
- if the Participant is legally incapacitated, a person appointed as guardian to have care and custody of the Participant by a court of competent jurisdiction; or
- if the Participant is a minor, the Participant's parent or legal guardian, unless Blue Cross and Blue Shield of Texas is notified that the Participant's claim involves health care services where the consent of the Participant's parent or legal guardian is or was not required by law then the Participant shall represent himself or herself with respect to the claim.

The authority of an Authorized Representative shall continue for the period specified in the Participant's appointment of the Authorized Representative or until the Participant is legally competent to represent himself or herself and notifies Blue Cross and Blue Shield of Texas in writing that the Authorized Representative is no longer required.

### **Communication with Authorized Representative**

1. If the Authorized Representative represents the Participant because the Authorized Representative is the Participant's parent or legal guardian or attorney in fact under a durable power of attorney, Blue Cross and Blue Shield of Texas shall send all correspondence, notices and benefit determinations in connection with the Participant's Claim to the Authorized Representative.

2. If the Authorized Representative represents the Participant in connection with the submission of a Pre-Service Claim, including a claim involving Urgent Care, Blue Cross and Blue Shield of Texas shall send all correspondence, notices and benefit determinations in connection with the Participant's claim to the Authorized Representative.
3. If the Authorized Representative represents the Participant in connection with the submission of a Post-Service Claim, Blue Cross and Blue Shield of Texas will send all correspondence, notices and benefit determinations in connection with the Participant's Claim to the Participant, but Blue Cross and Blue Shield of Texas will provide copies of such correspondence to the Authorized Representative upon request.
4. It will take Blue Cross and Blue Shield of Texas at least 30 days to notify all of its personnel about the termination of the Participant's Authorized Representative. It is possible that Blue Cross and Blue Shield of Texas may communicate information about the Participant to the Authorized Representative during this 30-day period.

## Section 11 - COORDINATION OF BENEFITS (COB)

### What This Section Includes

- How your Benefits under this Plan coordinate with other medical plans;
- Procedures in the event the Plan overpays Benefits.

Coordination of Benefits (COB) applies to you if you are covered by more than one health benefits plan, including, but not limited to, any one of the following:

- another employer-sponsored health benefits plan;
- another group insurance plan;
- a medical component of a group long-term care plan, such as skilled nursing care;
- no-fault or traditional "fault" type medical payment benefits or personal injury protection benefits under an automobile insurance policy;
- medical payment benefits under any premises liability or other types of liability coverage; or
- Medicare or other governmental health benefit.

COB does not apply if your other health plan is a health insurance policy that is individually underwritten or issued.

If coverage is provided under two or more plans, COB determines which plan is Primary and which plan is Secondary. The plan considered Primary pays its benefits first, without regard to the possibility that another plan may cover some expenses. Any remaining allowable expense may be paid under the other plan, which is considered Secondary. The Secondary Plan may determine its benefits based on the benefits paid by the Primary Plan.

### Don't forget to update your Dependents' Medical Coverage Information

Avoid delays on your Dependent claims by updating your Dependent's medical coverage information. Just log on to [www.healthselectoftexas.com](http://www.healthselectoftexas.com) or call (800) 252-8039 toll-free to update your COB information. You will need the name of your Dependent's other medical coverage, along with the policy number.

## Determining Which Plan Is Primary

If you are covered by two or more plans, the benefit payment follows the rules below in this order:

- a plan that covers a Participant as an employee pays benefits before a plan that covers the Participant as a Dependent;
- the plan that has covered the individual claimant for the longest period will pay first; the expenses must be covered in part under at least one of the plans;
- the plan that covers an Active Employee pays before a plan covering a laid-off or retired employee;
- your Dependent children will receive Primary coverage from the parent whose birth date occurs first in a Calendar Year. If both parents have the same birth date, the plan that has been in effect the longest is the Primary Plan. This birthday rule applies only if:
  - the parents are married or living together whether or not they have ever been married and not legally separated; or
  - a court decree awards joint custody to the parents without specifying that one parent has the responsibility to provide health care coverage;



- if two or more plans cover a Dependent child of divorced or separated parents and if there is no court decree stating that one parent is responsible for health care, the child will be covered under the plan of:
  - the parent with custody of the child; then
  - the spouse of the parent with custody of the child; then
  - the parent not having custody of the child; then
  - the spouse of the parent not having custody of the child;
- if you have coverage under two or more medical plans and only one has COB provisions, the plan without COB provisions will be the Primary Plan;
- if you are receiving COBRA continuation coverage under another employer plan, this Plan is the Primary Plan; and
- finally, if none of the above rules determines which plan is Primary or Secondary, the allowable expenses (as defined below in the textbox titled What is an allowable expense?) shall be shared equally between the plans meeting the definition of Plan.

The following examples illustrate how the Plan determines which plan pays first and which plan pays second.

**Determining Primary and Secondary Plan – Examples**

1) Let's say you and your spouse both have family medical coverage through your respective employers. You are unwell and go to see a Physician. Since you're covered as a Subscriber under this Plan, and as a Dependent under your spouse's plan, this Plan will pay Benefits for the Physician's office visit first.

2) Again, let's say you and your spouse both have family medical coverage through your respective employers. You take your Dependent child to see a Physician. This Plan will look at your birthday and your spouse's birthday to determine which plan pays first. If you were born on June 11 and your spouse was born on May 30, your spouse's plan will pay first.

Table 9 summarizes common situations of dual coverage and whether HealthSelect would be considered the Primary Plan or the Secondary Plan.

<b>TABLE 9</b>		
<b>Subscriber is...</b>	<b>...and is covered as a dependent under another plan by:</b>	<b>...then HealthSelect is:</b>
an Active Employee	spouse's employer plan	the Primary Plan
an Active Employee	spouse's retiree plan	the Primary Plan
a Retiree	spouse's employer plan	the Primary Plan
a Retiree	spouse's retiree plan	the Primary Plan
<b>Subscriber is...</b>	<b>...and has other coverage through:</b>	<b>...then HealthSelect is:</b>
an Active Employee	the Subscriber's second active employment	either Primary or Secondary depending on which plan is in force the longest
an Active Employee	the Subscriber's retirement from another employer	the Primary Plan
a Retiree	the Subscriber's second active employment	the Secondary Plan
a Retiree	the Subscriber's retirement from another employer	either Primary or Secondary depending on which plan is in force the longest
<b>Dependent is...</b>	<b>...and is covered by a Subscriber who is:</b>	<b>...then HealthSelect is:</b>
an active employee of a non-GBP Employer	an Active Employee	the Secondary Plan
an active employee of a non-GBP Employer	a Retiree	the Secondary Plan
a retiree of a non-GBP Employer	an Active Employee	the Primary Plan
a retiree of a non-GBP Employer	a Retiree	the Secondary Plan

## When This Plan Is Secondary

When this Plan is the Secondary Plan, the Plan determines the amount it will pay for a Covered Health Service according to the following:

- this Plan determines the amount it would have paid based on its Allowable Amount.
- this Plan pays the difference between the amount paid by the Primary Plan and this Plan's Allowable Amount.
- this Plan does not pay more than the Allowable Amount this Plan would have paid had it been the only plan providing coverage.

- the maximum combined payments from all plans cannot exceed 100% of this Plan's Allowable Amount as determined by this Plan.
- this Plan's Benefits may be reduced because of the Primary Plan's benefits.

*Determining the Allowable Amount When This Plan Is Secondary*

If this Plan is Secondary and the health care services meet the definition of a Covered Health Service under this Plan, this Plan will determine its Allowable Amount using the methodology described in Section 3 or 4- *How the Plan Works*, under the heading *Allowable Amounts*.

The Allowable Amount is the maximum amount this Plan will pay for Covered Health Services you receive. If you receive services from a Contracted Provider, you are not responsible for the difference between the amount determined as your patient share by the Primary Plan and the HealthSelect Allowable Amount. When the Primary Plan payment and the amount paid by this Plan are equal to the HealthSelect Allowable Amount, you pay \$0. If you receive Covered Health Services from a Non-Contracted Provider, you may be responsible for additional amounts.

**Example One:** Below is an example of how COB works when you have two health plans. In this example, you have Medicare Primary and this Plan is the Secondary Plan. The Participant has a Part B Medicare Deductible of \$183 as their Primary Plan and a \$200 Annual Deductible under this plan. **This example assumes all Deductibles are satisfied and that your Primary Plan has 20% Coinsurance after the Deductible and your Secondary Plan (this Plan) has 30% Coinsurance after the Annual Deductible is met.**

Primary Plan (Medicare)	Amount Billed by Provider	Primary Plan allowable amount (Medicare-Approved Amount)	Primary Plan Deductible	Primary Plan Applied to Deductible	Patient / Plan Responsibility
	\$1,000.00	\$400.00	\$183.00	\$0.00 (Deductible is satisfied)	Patient: \$80.00 (20% of \$400) Plan: \$320.00 (80% of \$400)
Secondary Plan (HealthSelect)	Amount Billed by Provider	Secondary Plan Allowable Amount (Medicare-Approved Amount)	Secondary Plan Deductible	Secondary Plan Applied to Annual Deductible	Patient / Plan Responsibility
	\$1000.00	\$400.00	\$200.00	\$0.00 (Deductible is satisfied)	Patient: \$0.00 Plan: \$80.00  The Secondary Plan calculates the amount it would have paid as Primary, which is \$280.00 (70% of \$400). Since the total payment of both plans will not exceed the Allowable Amount, (Medicare-Approved Amount) of \$400.00), this Plan will pay the remaining \$80.00 not covered by the Primary Plan.

You are not responsible for any amount exceeding your patient share as shown on the HealthSelect Explanation of Benefits (EOB) document.

**Example Two:** This example illustrates how COB works when you have two health plans. In this example, the Participant is a Return-to-Work Retiree with Retiree Level Benefits, so this Plan is the Primary Plan and Medicare is the Secondary Plan. The Participant has a \$200 Annual Deductible under this Plan as their Primary Plan, and a Part B Medicare Deductible of \$183 under the Secondary Plan. **This example assumes the Deductibles have not been met in either plan.**

Primary Plan (HealthSelect)	Amount Billed by Provider	Primary Plan Allowable Amount	Primary Plan Deductible	Primary Plan Applied to Deductible	Patient / Plan Responsibility
	\$1,000.00	\$400.00	\$200.00	\$200.00	Patient: \$260.00 (\$200.00 Annual Deductible plus 30% of \$200.00 remaining) Plan: \$140.00 (70% of \$200.00 remaining after the Annual Deductible is met)
Secondary Plan (Medicare)	Amount Billed by Provider	Secondary Plan Allowable Amount (Medicare-Approved Amount)	Secondary Plan Deductible	Secondary Plan Applied to Deductible	Patient / Plan Responsibility
	\$1000.00	\$400.00	\$183.00	\$183.00	Patient: \$0.00 Plan: \$33.60 The Secondary Plan (Medicare) calculates the amount it would have paid as Primary, which is \$173.60 (80% of amount remaining after the \$183.00 Deductible is met). Since the total payment of both plans will not exceed the Allowable Amount, (Medicare-Approved Amount) of \$400.00, the Secondary Plan will pay \$86.40. (\$400-\$140 Primary Plan Payment – \$173.60 Secondary Plan liability= \$86.40)

You are not responsible for any amount exceeding your patient share as shown on the HealthSelect Explanation of Benefits (EOB) document.

## When a Participant Qualifies for Medicare

### *Determining Which Plan Is Primary*

To the extent permitted by law, the Plan will pay Benefits as the Secondary Plan to Medicare when you become eligible for Medicare, even if you don't elect to have Medicare. There are, however, Medicare-eligible individuals for whom the Plan pays Benefits first and Medicare pays Benefits second:

- persons who are Actively at Work with a State Agency or with an Institution of Higher Education and their spouses; and
- individuals with End-Stage Renal Disease (ESRD) for a limited period of time, as determined by Medicare. Current federal legislation related to Medicare for individuals with End-Stage Renal Disease states that group health plan coverage will be Primary for 30 months (during your coordination period). After the coordination period, Medicare is the Primary Plan and this Plan is Secondary. Please note that if you do not sign up for Medicare Part B prior to Medicare becoming your Primary Plan, you will be liable for the amounts Medicare would have paid. For more information regarding ESRD and Coordination of Benefits visit Medicare.gov

If you are Actively at Work and not Medicare-eligible but your spouse is Medicare-eligible (for reasons other than End-Stage Renal Disease), this Plan will be Primary for your spouse if he or she is your Dependent.

If you are a Retiree and are Medicare-eligible, but are actively employed and covered under another group health plan through that employer, then your active coverage will be Primary, Medicare will be Secondary and this Plan will be Tertiary (i.e., will pay third).

### *Determining the Allowable Amount When This Plan Is Secondary or Tertiary to Medicare*

If the Plan is Secondary or Tertiary to Medicare, the Medicare-Approved Amount is the Allowable Amount. When the Provider accepts Medicare Assignment you cannot be billed the amount over the Medicare-Approved Amount. If the Provider does not accept Medicare Assignment, the Medicare Limiting Charge (the most a Provider can charge you if they don't accept Medicare) is the Allowable Amount. Medicare payments, combined with Plan Benefits, will never exceed 100% of the total Allowable Amount. When Providers do not accept Medicare Assignment, you may be liable for the amount over the Allowable Amount. The Medicare Limiting Charge applies only to certain Medicare-covered services and doesn't apply to some supplies and Durable Medical Equipment. When the Medicare Limiting Charge does not apply, you may be liable for more of the cost. Visit Medicare.gov for more information on Medicare-Approved Amounts and the Medicare Limiting Charge.

If you retired and turned age 65 on or before September 1, 1992, Medicare is the Primary Plan and this Plan is Secondary Plan for Part A Benefits. However, if you do not have Medicare Part B, the Plan is the Primary Plan for Part B Benefits, making Medicare the Secondary Plan for Part B Benefits. This also applies to your covered spouse if he or she turned age 65 on or before September 1, 1992.

If you retired after September 1, 1992 or if you are the Dependent of a Subscriber who retired after September 1, 1992 and you are eligible for Medicare, the Plan is the Secondary or Tertiary Plan to Medicare Part A and Part B Benefits, whether or not you are enrolled in Medicare. Benefits payable under the Plan will be reduced by the amount that Medicare would have paid just as if you had been enrolled in Medicare.

If you are not eligible for Medicare Part A because you or your spouse did not contribute to Social Security, the Plan will be the Primary Plan for Medicare Part A Benefits if no other medical coverage is available to you or your covered spouse.

However, unless you retired and turned age 65 on or before September 1, 1992, the Plan is the Secondary Plan to Medicare Part B Benefits.

### *When This Plan Is Tertiary*

When this Plan is the Tertiary Plan, the Plan determines the amount it will pay for a Covered Health Service according to the following:

- the Plan determines the amount it would have paid based on its Allowable Amount.
- After both the Primary Plan and Medicare (the Secondary Plan) have paid, the Plan pays the difference between the amount paid by the Primary and Secondary Plans and this Plan's Allowable Amount.
- the Plan does not pay more than the Allowable Amount the Plan would have paid had it been the only plan providing coverage.
- the maximum combined payments from all plans cannot exceed 100% of this Plan's Allowable Amount as determined by this Plan.
- this Plan's Benefits may be reduced because of the Primary Plan or Secondary Plan's benefits.

## Medicare Crossover Program

The Plan offers a Medicare Crossover program for Medicare Part A and Part B and Durable Medical Equipment (DME) claims. Under this program, you do not have to file a separate claim with the Plan to receive secondary Benefits for these expenses. Your Dependent will also have this automated crossover, as long as he or she is eligible for Medicare and this Plan is your only secondary medical coverage.

Once the Medicare Part A and Part B and DME carriers have reimbursed your health care Provider, the Medicare carrier will electronically submit the necessary information to Blue Cross and Blue Shield of Texas to process the balance of your claim under the provisions of this Plan.

You can verify that the automated crossover took place when your copy of the Medicare Summary Notice (MSN) states your claim has been forwarded to your secondary carrier.

This crossover process does not apply to expenses that Medicare does not cover. You must continue to file claims for these expenses.

For information about enrollment or if you have questions about the program, call Blue Cross and Blue Shield of Texas at (800) 252-8039 toll-free.

## Overpayment and Underpayment of Benefits

If you are covered under more than one medical plan, there is a possibility that the other plan will pay a benefit that the Plan should have paid. If this occurs, the Plan may pay the other plan the amount it should have paid.

If the Plan pays you more than it should under this COB section, you should pay the excess back promptly. Otherwise, ERS may recover the overpayment by offsetting the amount owed by ERS from future Benefits or by taking other legal action.

If the Plan overpays a health care Provider, the Plan may recover the excess amount from the Provider pursuant to *Refund of Overpayments*, below.

*Refund of Overpayments*

If the Plan pays Benefits to or for a Participant, that Participant, or any other person or organization that was paid, must make a refund to the Plan if:

- the Plan's obligation to pay Benefits was contingent on the expenses incurred being legally owed and paid by the Participant, but all or some of the expenses were not paid by the Participant or were not legally required to be paid by the Participant;
- all or some of the payment the Plan made exceeded the Benefits under the Plan; or
- all or some of the payment was made in error.

The amount that must be refunded equals the amount the Plan paid in excess of the amount that the Plan should have paid under the Plan. If the refund is due from another person or organization, the Participant agrees to help the Plan get the refund if requested.

If the Participant, or any other person or organization that was paid, does not promptly refund the full amount, ERS may reduce the amount of any future Benefits for the Participant that are payable under the Plan. The reductions will equal the amount of the required refund. Alternatively, ERS may impose one or more sanctions against the involved Participant(s) under Section 1551.351, Texas Insurance Code.



## SECTION 12 - SUBROGATION AND REIMBURSEMENT

### What This Section Includes

- How your Benefits are impacted if you suffer a Sickness or Injury caused by a third party.

The Plan has a right to subrogation and reimbursement, as defined below.

### Right of Recovery

The Plan has the right to recover Benefits it has paid on the Participant's behalf that were:

- made in error;
- due to a mistake in fact;
- incorrectly paid by the Plan during the time period of meeting the Annual Deductible for the Calendar Year; or

Benefits paid because the Participant misrepresented facts are also subject to recovery.

If the Plan provides a Benefit for the Participant that exceeds the amount that should have been paid, the Plan will:

- require that the overpayment be returned when requested; or
- reduce a future Benefit payment for you or your Dependent by the amount of the overpayment.

If the Plan incorrectly pays Benefits to you or your Dependent during the time period of meeting the Annual Deductible and/or meeting the Coinsurance Out-of-Pocket Maximum for the Calendar Year, the Plan will send you or your Dependent a monthly statement identifying the amount you owe with payment instructions. The Plan has the right to recover Benefits by:

- submitting a reminder letter to you or a covered Dependent that details any outstanding balance owed to the Plan; and
- conducting courtesy calls to you or a covered Dependent to discuss any outstanding balance owed to the Plan.

### Right to Subrogation

The right to subrogation means the Plan is substituted to and shall succeed to any and all legal claims that the Participant may be entitled to pursue against any third party for Benefits that the Plan has paid that are related to the Sickness or Injury for which a third party is or may be considered responsible. Subrogation applies when the Plan has paid to or on behalf of the Participant Benefits for a Sickness or Injury for which a third party is or may be considered responsible, e.g. a third party's insurance carrier if the Participant is involved in an auto accident with a third party.

To the maximum extent allowed by Texas law, the Plan shall be subrogated to, and shall succeed to, all rights of recovery from any or all third parties, under any legal theory of any type, for Benefits the Plan has paid to or on behalf of the Participant relating to any Sickness or Injury for which any third party is or may be responsible.

### Right to Reimbursement

The right to reimbursement means that if a third party is or may be responsible to pay for the Participant's Sickness or Injury for which the Participant receives a settlement, judgment, or other recovery from any third party, the Participant must use those proceeds to return to the Plan, to

the maximum extent allowed by Texas law, Benefits the Participant received for that Sickness or Injury.

### Third Parties

The following persons and entities are considered third parties:

- a person or entity alleged to have caused the Participant to suffer a Sickness, Injury or medical damages, or who is legally responsible to pay for the Sickness, Injury or medical damages;
- any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Sickness, Injury or medical damages; or
- any other persons or entities who are responsible for paying losses caused by the Participant's Sickness or Injury when such payments are subject to subrogation under Texas law.

### Subrogation and Reimbursement Provisions

As a Participant, you agree to the following:

- up to the maximum amount allowed by Texas law, the Plan has a first priority right to receive payment on any claim against a third party before you receive payment from that third party. Further, to the extent allowed by law, the Plan's first priority right to payment is superior to any and all claims, debts or liens asserted by any medical Providers, including, but not limited to, Hospitals or Emergency treatment facilities, that assert a right to payment from funds you recover from an allegedly responsible third party.
- the Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to you or your representative, no matter how those proceeds are captioned or characterized and whether or not the third party disclaims liability. Payments include, but are not limited to, economic, non-economic, and punitive damages. The Plan is not required to help you to pursue your claim for damages or personal injuries, and no amount of associated costs, including, but not limited to, attorneys' fees and out-of-pocket expenses shall be deducted from the Plan's recovery without the Plan's express written consent, except as required by Texas law. No so-called equitable or common law, "Made-Whole Doctrine," "Fund Doctrine," or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall defeat or limit this right.
- regardless of whether you have been fully compensated or made whole, the Plan may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) arbitration, judgment or other monetary award, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule shall limit the Plan's subrogation and reimbursement rights that are allowed under Texas law.
- you will cooperate with the Plan and its agents in a timely manner to protect its legal and equitable rights to subrogation and reimbursement, including, but not limited to:
  - complying with the terms of this section;
  - providing any relevant information requested;
  - signing and/or delivering such documents as the Plan or its administering firm reasonably request to secure the subrogation and reimbursement claim;
  - notifying the Plan, in writing, of any potential legal claim(s) you may have against any and all third parties for acts which caused Benefits to be paid or become payable;
  - responding promptly to requests for information about any accident or injuries;

- appearing at medical examinations and legal proceedings, such as depositions or hearings; and
  - obtaining the Plan's consent or its administering firm's consent before releasing any party from liability or payment of medical expenses.
- if you receive payment as part of a settlement or judgment from any third party as a result of a Sickness or Injury, and the Plan alleges some or all of those funds are due and owed to it under Texas law, you agree to hold those settlement funds in trust, either in a separate bank account in your name or in your attorney's trust account. You agree that you will serve as a trustee over those funds to the extent of the Benefits the Plan has paid.
  - if the Plan incurs attorneys' fees and costs in order to collect third party settlement funds held by you or your representative, the Plan has the right to recover those fees and costs from you to the maximum extent allowed by Texas law.
  - you may not accept any settlement that does not fully reimburse the Plan to the maximum extent allowed by Texas law, without its written approval.
  - upon the Plan's request, you will assign to the Plan all rights of recovery against third parties to the extent of Benefits the Plan has paid for a Sickness or Injury allegedly caused by a third party or for which a third party is legally responsible to pay for your Sickness or Injury.
  - the Plan's rights to recovery will not be reduced due to your own comparative negligence.
  - the Plan may, at its option, take necessary and appropriate action to assert its rights under this section, including, but not limited to, filing suit in your name, which does not obligate it in any way to pay you part of any recovery the Plan might obtain.
  - the provisions of this section also apply to the Participant's spouse, parents, guardian, or other representative of a Dependent child or Dependent spouse who incurs a Sickness or Injury caused by a third party. If a parent or guardian may bring a claim for damages arising out of a minor's Sickness or Injury, the terms of this subrogation and reimbursement clause shall apply to that claim.
  - the Participant's spouse and the Dependent's spouse are jointly and severally liable for the Plan's subrogation and reimbursement rights herein.
  - in case of your wrongful death or survival claim, the provisions of this section apply to your estate, the personal representative of your estate; your surviving spouse, parents, and children, and your heirs or beneficiaries.
  - your failure to cooperate with the Plan or its agents is considered a violation of the Plan. As such, the Plan has the right to terminate your Benefits, deny future Benefits, take legal action against you, and/or set off from any future Benefits the value of Benefits the Plan has paid relating to any Sickness or Injury alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to you or your representative not cooperating with the Plan.
  - if a third party causes or is alleged to have caused you to suffer a Sickness or Injury while you are covered under this Plan, the provisions of this section continue to apply, even after you are no longer a Participant.
  - the Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.
  - subject to ERS' oversight and control, the Plan and all administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and

reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

- no allocation of damages, settlement funds or any other recovery, by you, your estate, the personal representative of your estate, your heirs, your beneficiaries or any other person or party, shall be valid if it does not reimburse the Plan for 100% of its interest allowed under Texas law unless the Plan provides written consent to the allocation.
- BCBSTX does not have the authority to accept any negotiable instrument or any payment containing any terms or conditions that differ from or adds to the terms and conditions in this MBPD or the terms and conditions previously accepted in a Mutual Release and Settlement Agreement.

The retention, cashing, or depositing by BCBSTX of a negotiable instrument, such as a check, with any additional or different terms or conditions or a restrictive endorsement shall not be considered a discharge of the participant's existing obligations nor an acceptance of an offer by BCBSTX or ERS. Such action on the part of BCBSTX shall not create a new contract between the parties nor constitute an accord and satisfaction of the obligations. Moreover, such action shall not create an alteration or modification of the terms and conditions of the Plan or the MBPD. BCBSTX and ERS retain the right to pursue the totality of the amount due.

As a participant in the Plan, you are obligated under the terms of the MBPD to cooperate with the Plan to protect its subrogation rights and not prejudice the Plan's right of recovery and reimbursement.

As used in this Section 12, "Texas law" includes, but is not limited to, Texas Civil Practices and Remedies Code, Chapter 140.

**Note:** The subrogation rights and obligations under the Plan shall be governed by Texas law regardless of where the Participant resides or whether the Injury occurs in or outside the state of Texas.

**Example**

Suppose you are injured in a car accident that is not your fault, and you receive Benefits under the Plan to treat your injuries. If you subsequently bring suit against the insurer of the person who caused the accident and receive a settlement, or receive payment from the insurer without bringing suit, the Plan is entitled to direct payment from you for the Benefits it paid.

## SECTION 13 - WHEN COVERAGE ENDS

### What This Section Includes

- Circumstances that cause coverage to end;
- Extended coverage; and
- How to continue coverage after it ends.

Your eligibility for Benefits automatically ends on the date that your coverage ends. When your coverage ends, the Plan will still pay claims for Covered Health Services that you received before your coverage ended. However, once your coverage ends, Benefits are not provided for health services that you receive after your coverage ended, even if the underlying medical condition occurred before your coverage ended, you are hospitalized, or are otherwise receiving medical treatment.

Your coverage under the Plan will end on the earliest of:

- the last day of the month your employment with your Employer ends;
- the last day of the month your contributions were paid in full if you stop making the required contributions;
- the last day of the month you are no longer eligible for coverage;
- the last day of the month that Blue Cross and Blue Shield of Texas receives written notice from ERS to end your coverage, or the date specified in the notice;
- the last day of the month you retire, unless you are eligible for other coverage as a Retiree; or
- the effective date you are expelled from the Plan as provided under Chapter 1551, Texas Insurance Code.

Coverage for your eligible Dependents will end on the earliest of:

- the date your coverage ends;
- the last day of the month your contributions were paid in full if you stop making the required contributions;
- the last day of the month that Blue Cross and Blue Shield of Texas receives written notice from ERS to end your coverage, or the date specified in the notice;
- the last day of the month your Dependents become ineligible as Dependents under this Plan; or
- the effective date you are expelled from the Plan as provided under Chapter 1551, Texas Insurance Code.

### Extended Coverage

#### *Coverage for a Disabled Child*

If an unmarried enrolled Dependent child with a mental or physical disability reaches 26 years of age, the Plan will continue to cover the child, as long as the child is mentally or physically incapacitated to such an extent that he or she is dependent upon you for care or support.

You must apply with ERS to continue benefits before the first day of the month following the child's 26<sup>th</sup> birthday. If an extension of coverage is temporarily approved, you must reapply with

ERS for an additional extension of coverage for the child before the prior temporary extension approval's expiration date.

If you have a disabled Dependent who was not covered at the time they turned age 26, or if your Dependent becomes disabled after they turn age 26, you may apply for coverage for them during your next Annual Enrollment period or within the first 30 days from the date of your Dependent child's first medical treatment related to his or her disability.

As a new Employee, you may apply for coverage for a disabled Dependent age 26 and over during your initial enrollment period as a new Employee.

Coverage for a Dependent child past age 26 is not guaranteed and is subject to approval by ERS.

## COBRA

If you lose your Plan coverage, you may have the right to extend it under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as defined in Section 15, *Glossary*.

Much of the language in this section comes from the federal law that governs continuation coverage under COBRA. You should call ERS if you have questions about your right to continue coverage under COBRA.

In order to be eligible for continuation coverage under COBRA, you must meet the definition of a "Qualified Beneficiary." A Qualified Beneficiary is any of the following persons who were covered under the Plan on the day before a qualifying event:

- a Subscriber;
- a Subscriber's covered Dependent; or
- a Subscriber's covered spouse upon divorce.

### *Qualifying Events for Continuation Coverage Under COBRA*

Visit [Medicare.gov](https://www.medicare.gov) for details on Medicare and COBRA.

Table 10 below describes situations in which you may elect to continue coverage under COBRA for yourself and your Dependents, and the maximum length of time you can receive continued coverage. These situations are qualifying events, for purposes of continuation of coverage under COBRA.

TABLE 10			
If Coverage Ends Because of the Following Qualifying Events:	You May Elect continuation coverage under COBRA for up to the following maximum periods:		
	For Yourself	For Your Spouse	For Your Child(ren)
Your work hours are reduced <sup>1</sup>	18 months	18 months	18 months
Your employment terminates for any reason (other than gross misconduct)	18 months	18 months	18 months
You or your Dependent becomes eligible for Social Security disability benefits at any time within the first 60 days of losing coverage <sup>2</sup>	Up to 29 months	Up to 29 months	Up to 29 months
You die	N/A	36 months	36 months
You divorce	N/A	36 months	36 months <sup>3</sup>
Your child is no longer an eligible Dependent (e.g., reaches the maximum age limit)	N/A	N/A	36 months
You become entitled to Medicare	N/A	See Table 11	See Table 11

<sup>1</sup>This can be a qualifying event under COBRA only for Employees of Institutions of Higher Education covered under the Plan. The specific Institution of Higher Education determines the number of hours in a month an Employee must work to be eligible for coverage under the Plan. When the number of hours is decreased so that the Employee is not eligible for coverage under the Plan, then this a qualifying event under COBRA.

<sup>2</sup>Subject to the following conditions: (i) the Qualified Beneficiary must give ERS notice of the disability not later than the end of the first 18 months; (ii) the Qualified Beneficiary must agree to pay any increase in the required premium for the additional 11 months over the original 18 months; and (iii) if the Qualified Beneficiary entitled to the 11 months of coverage has non-disabled family members who are also Qualified Beneficiaries, then those non-disabled Qualified Beneficiaries are also entitled to the additional 11 months of continuation coverage. Notice of any final determination that the Qualified Beneficiary is no longer disabled must be provided to ERS within 30 days of such determination. Thereafter, continuation coverage may be terminated on the first day of the month that begins more than 30 days after the date of that determination.

<sup>3</sup>This period applies to children who lose coverage due to the divorce. If the former spouse's children were covered under the Plan, they will lose coverage and may elect continuation coverage under COBRA. The COBRA election does not apply to the Subscriber's children who continue to be eligible for coverage as the Subscriber's Dependents.

**Note:** While some Qualifying Life Events (QLE) as described in Section 2, *Introduction*, are similar to qualifying events under COBRA, you, or your eligible Dependent, do not need to elect COBRA continuation coverage to take advantage of the special enrollment rights listed in that section.

### *How Your Medicare Eligibility Affects Dependent Continuation Coverage Under COBRA*

Table 11 below outlines how your Dependents' continuation of coverage under COBRA is impacted if you become eligible for Medicare.

<b>TABLE 11</b>	
<b>If Dependent Coverage Ends When:</b>	<b>Your Dependent May Elect Continuation Coverage Under COBRA For Up To:</b>
You become eligible for Medicare and don't experience any additional qualifying events	36 months
You become eligible for Medicare, after which you experience a second qualifying event <sup>1</sup> before the initial 18-month period expires	36 months
You experience a qualifying event <sup>1</sup> , after which you become eligible for Medicare before the initial 18-month period expires; and, if absent this initial qualifying event, your Medicare eligibility would have resulted in loss of Dependent coverage under the Plan	36 months

<sup>1</sup>For example, your employment is terminated for reasons other than gross misconduct.

#### *Getting Started*

ERS will notify you by mail if you become eligible for continuation coverage under COBRA. The notification will give you instructions for electing continuation coverage under COBRA, and advise you of the monthly cost. Your monthly cost is the full cost, including both Subscriber and Dependent costs, if applicable, plus a 2% administrative fee or other cost as permitted by law.

You will have up to 105 days from the date you receive notification or from the date your coverage ends, whichever is later, to elect and pay the cost of your continuation coverage under COBRA. The payment must include the monthly cost for all months retroactive to the date your Plan coverage ended.

During the 105-day election period, the Plan will, only if you request, inform the Provider of your right to elect continuation coverage under COBRA, retroactive to the date your COBRA eligibility began.

While you are a Participant in the Plan under COBRA, you have the right to change your coverage election:

- during Annual Enrollment; and
- following a QLE, as described under Changing Your Coverage in Section 2, *Introduction*.

#### *Notification Requirements*

If your covered Dependents lose coverage due to divorce or loss of Dependent status, you or your Dependents must notify the ERS or your Benefit Coordinator within 60 days of the latest of:

- the date of the divorce or an enrolled Dependent's loss of eligibility as an enrolled Dependent;
- the date your enrolled Dependent would lose coverage under the Plan; or
- the date on which you or your enrolled Dependent are informed of your obligation to provide notice and the procedures for providing such notice.



You or your Dependents must also notify ERS when a secondary qualifying event occurs that will extend continuation coverage under COBRA.

If you or your Dependents fail to notify ERS of these events within the 60-day period, the Plan is not obligated to provide continued coverage to the affected Qualified Beneficiary. If you are continuing coverage under COBRA, you must also notify ERS within 31 days of any QLE.

Once you have notified ERS, you will then be notified by mail of your election rights under COBRA.

### *Notification Requirements for Disability Determination*

If you extend your COBRA continuation coverage beyond 18 months because you are eligible for disability benefits from Social Security, you must provide ERS with notice of the Social Security Administration's determination within 60 days after you receive that determination, and before the end of your initial 18-month continuation period.

The notice requirements will be satisfied by providing written notice to ERS at the address stated in Section 16, *Important Administrative Information*. The contents of the notice must be such that ERS is able to determine the covered Employee and qualified beneficiary(ies), the qualifying event or disability, and the date on which the qualifying event occurred.

### *Trade Act of 2002*

The Trade Act of 2002 amended COBRA to provide for a special second 60-day COBRA continuation coverage election period for certain Subscribers who have experienced a termination or reduction of hours and who lose group health plan coverage as a result. The special second COBRA continuation coverage election period is available only to a very limited group of individuals: generally, those who are receiving trade adjustment assistance (TAA) or 'alternative trade adjustment assistance' under a federal law called the Trade Act of 1974. These Subscribers are entitled to a second opportunity to elect COBRA continuation coverage for themselves and certain family members (if they did not already elect COBRA continuation coverage), but only within a limited period of 60 days from the first day of the month when an individual begins receiving TAA (or would be eligible to receive TAA but for the requirement that unemployment benefits be exhausted) and only during the six months immediately after his/her group health plan coverage ended.

If a Subscriber qualifies or may qualify for assistance under the Trade Act of 1974, he or she should contact ERS for additional information. The Subscriber must contact ERS promptly after qualifying for assistance under the Trade Act of 1974 or the Subscriber will lose his or her special COBRA rights. COBRA continuation coverage elected during the special second election period is not retroactive to the date that Plan coverage was lost, but begins on the first day of the special second election period.

### *When Continuation Coverage Under COBRA Ends*

COBRA continuation coverage will end, before the maximum continuation period, on the earliest of the following dates:

- the date, after electing continuation coverage, that coverage is first obtained under any other group health plan;
- the date, after electing continuation coverage, that you or your covered Dependent first becomes entitled to Medicare;
- the date coverage ends for failure to make the required premium payment; or
- the date coverage would otherwise terminate under the Plan as described in the beginning of this section.

**Note:** If you selected continuation coverage under a prior plan which was then replaced by coverage under this Plan, continuation coverage will end as scheduled under the prior plan or in accordance with the terminating events listed in this section, whichever is earlier.

### *Uniformed Services Employment and Reemployment Rights Act*

A Subscriber who is absent from employment for more than 30 days by reason of service in the Uniformed Services may elect to continue Plan coverage for the Subscriber and the Subscriber's Dependents in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA).

The terms "Uniformed Services" or "Military Service" mean the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

If qualified to continue coverage pursuant to the USERRA, Subscribers may elect to continue coverage under the Plan by notifying their Employer in advance, and providing payment of any required contribution for the health coverage. This may include the amount the Employer normally pays on a Subscriber's behalf. If a Subscriber's Military Service is for a period of time less than 31 days, the Subscriber may not be required to pay more than the regular contribution amount, if any, for continuation of health coverage.

A Subscriber may continue Plan coverage under USERRA for up to the lesser of:

- the 24-month period beginning on the date of the Subscriber's absence from work; or
- the day after the date on which the Subscriber fails to apply for, or return to, a position of employment.

Regardless of whether a Subscriber continues health coverage, if the Subscriber returns to a position of employment that is eligible for participation in the GBP, the Subscriber's health coverage and that of the Subscriber's eligible Dependents will be reinstated under the Plan. No exclusions or waiting period may be imposed on a Subscriber or the Subscriber's eligible Dependents in connection with this reinstatement, unless a Sickness or Injury is determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of military service.

You should call your Benefits Coordinator if you have questions about your rights to continue health coverage under USERRA.

## SECTION 14 - OTHER IMPORTANT INFORMATION

### What This Section Includes

- Qualified Medical Child Support Orders;
- Your relationship with Blue Cross and Blue Shield of Texas and the Employees Retirement System of Texas;
- Relationships between Providers, Blue Cross and Blue Shield of Texas and HealthSelect;
- Interpretation of the Plan;
- Records; and
- How to access the Master Benefit Plan Document.

### Qualified Medical Child Support Orders (QMCSOs)

A qualified medical child support order (QMCSO) is a judgment, decree or order issued by a court or appropriate state agency that requires a child to be covered for medical benefits. Generally, a QMCSO is issued as part of a paternity, divorce, or other child support settlement.

If the Plan receives a National Medical Support Notice for your child that instructs the Plan to cover the child, your Benefits Coordinator will review it to determine if it meets the requirements for a QMCSO. If it is determined that it does, and your child meets the definition of an eligible Dependent, your child will be enrolled in the Plan as your Dependent, and the Plan will be required to pay Benefits as provided under the Plan.

**Note:** A National Medical Support Notice will be recognized as a QMCSO if it meets the requirements of a QMCSO.

### Your Relationship with Blue Cross and Blue Shield of Texas and the Employees Retirement System of Texas

In order to make choices about your health care coverage and treatment, it is important for you to understand how Blue Cross and Blue Shield of Texas interacts with the Plan and how it may affect you. The ERS Board of Trustees has contracted with Blue Cross and Blue Shield of Texas as a third-party administrator of the Plan to assist in the administration of the Plan. Neither ERS nor Blue Cross and Blue Shield of Texas provides medical services or makes treatment decisions.

Blue Cross and Blue Shield of Texas processes claims for Benefits and communicates with you regarding decisions about whether the Plan will cover the health care that you may receive. The Plan pays for Covered Health Services, which are more fully described in this MBPD.

Blue Cross and Blue Shield of Texas is not an employer or employee of ERS for any purpose with respect to the administration or provision of Benefits under this Plan.

## Relationships Between Contracted Providers, Blue Cross and Blue Shield of Texas and HealthSelect

The relationships between Blue Cross and Blue Shield of Texas and Contracted Providers are solely contractual relationships between independent contractors. Contracted Providers are not agents or employees of ERS, HealthSelect or Blue Cross and Blue Shield of Texas. ERS and its employees are not agents or employees of Contracted Providers, nor are Blue Cross and Blue Shield of Texas and its employees' agents or employees of Contracted Providers.

Blue Cross and Blue Shield of Texas arranges for health care Providers to participate in the HealthSelect Network and administers the HealthSelect Plan, on behalf of ERS subject to ERS' oversight. Contracted Providers are independent practitioners who run their own offices and Facilities. Blue Cross and Blue Shield of Texas' credentialing process confirms public information about the Providers' licenses and other credentials, but does not assure the quality of the services provided. ERS and Blue Cross and Blue Shield of Texas do not have any other relationship with Contracted Providers. ERS and Blue Cross and Blue Shield of Texas are not liable for any act or omission of any Provider in caring for any Participant receiving health care services covered under the Plan.

## Your Relationship with Providers

The relationship between you and any Provider is that of Provider and patient. Your Provider is solely responsible for the quality of the health care goods and services provided to you. You are responsible for:

- choosing your own Provider;
- paying, directly to your Provider, any amount identified as a Participant's responsibility, including Coinsurance, any Annual Deductible, other deductibles and any amount a Non-Contracted Provider charges that exceeds Allowable Amounts;
- paying, directly to your Provider, the cost of any health care service not covered by the Plan;
- deciding if each Provider treating you is right for you (this includes Contracted and Non-Contracted Providers you choose as well as Providers to whom you have been referred); and
- deciding with your Provider what care you should receive, even if it is not covered under the Plan.

## Interpretation of the Plan

ERS has discretion to interpret Plan provisions including this MBPD and any Amendment or Addendum.

ERS has delegated to Blue Cross and Blue Shield of Texas the discretion to determine whether a treatment or supply is a Covered Health Service and how the Allowable Amounts will be determined and otherwise covered under the Plan, according to guidelines established by the Plan and/or Blue Cross and Blue Shield of Texas.

In certain circumstances, for purposes of overall cost savings or efficiency, ERS, in its discretion, may approve Benefits for services that would otherwise not be Covered Health Services. The fact that ERS does so in any particular case shall not in any way be deemed to require ERS to do so in other similar cases.

## Records

All Participant records that are in the custody of ERS or Blue Cross and Blue Shield of Texas are confidential and not subject to public disclosure under Chapter 552, Texas Government Code;

Section 1551.063, Texas Insurance Code; and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

For complete listings of your medical records or billing statements, Blue Cross and Blue Shield of Texas recommends that you contact your health care Provider. Providers may charge you reasonable fees to cover their costs for providing records or completing requested forms. If you request medical forms or records from Blue Cross and Blue Shield of Texas, it also may charge you reasonable fees to cover costs for completing the forms or providing the records.

### **How to Access the Master Benefit Plan Document**

A copy of this Master Benefit Plan Document and other Plan information may be downloaded from [www.healthselectoftexas.com](http://www.healthselectoftexas.com). You may also request a copy of this Master Benefit Plan Document by making a written request to ERS. The copy will be provided for a reasonable charge within 30 days of its receipt of the request.

## SECTION 15 - GLOSSARY

### What This Section Includes

- Definitions of terms used throughout this Master Benefit Plan Document.

Many of the terms used throughout this Master Benefit Plan Document may be unfamiliar to you or have a specific meaning with regard to the way the Plan is administered and how Benefits are paid. This section defines terms used throughout this Master Benefit Plan Document, but it does not describe the Benefits provided by the Plan.

**Act** – the Texas Employees Group Benefits Act (Texas Insurance Code, Chapter 1551).

**Actively at Work, Actively Working, Active Work, Active Service or Active Duty** – the active expenditure of time and energy in the service of the Employer, including elected officials of the State who are eligible for coverage under the Act. An Employee will be considered to be on Active Duty on each day of a regular paid vacation or regular paid sick leave, or on a regular non-working day, provided he was Actively at Work on the last preceding work-day.

**Addendum** – an attached written description of additional or revised provisions to the Plan. The Benefits and exclusions of this Master Benefit Plan Document and any Amendments thereto shall apply to the Addendum except that in the case of any conflict between the Addendum and Master Benefit Plan Document and/or Amendments to the Master Benefit Plan Document, the Addendum shall be controlling.

**Affordable Care Act (ACA)** – federal law that includes the Patient Protection and Affordable Care Act (Public Law 111-148; March 23, 2010; 124 Stat. 119) and the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152; March 30, 2010; 124 Stat. 1029). This is also referred to as the federal health care reform statute.

**Airrosti Rehab Center** - a Facility that provides Chiropractic Treatment by using applied integration for the rapid recovery of soft tissue injuries.

**Allowable Amounts** – for Covered Health Services incurred while the Plan is in effect, Allowable Amounts are determined by Blue Cross and Blue Shield of Texas as stated below and as detailed in Sections 3 and 4, *How the Plan Works*.

Allowable Amounts determinations are subject to Blue Cross and Blue Shield of Texas' reimbursement policy guidelines. Blue Cross and Blue Shield of Texas develops the reimbursement policy guidelines, at Blue Cross and Blue Shield of Texas' discretion, following evaluation and validation of all Provider billings in accordance with one or more of the following methodologies:

- as indicated in the most recent edition of the Current Procedural Terminology (CPT), a publication of the American Medical Association, and/or the Centers for Medicare and Medicaid Service (CMS);
- as reported by generally recognized professionals or publication;
- as used for Medicare; or
- as determined by medical staff and outside medical consultants pursuant to other appropriate source or determination that Blue Cross and Blue Shield of Texas accepts;

**Alternate Facility** – a health care Facility that is not a Hospital and that provides one or more of the following services on an Outpatient basis, as permitted by law:

- surgical services.
- Emergency Health Services; or
- rehabilitative, laboratory, diagnostic or therapeutic services.

An Alternate Facility may also provide Mental Health or Substance Use Disorder Services on an Outpatient basis or Inpatient basis (for example a Residential Treatment Facility).

**Amendment** – any attached written description of additional or alternative provisions to the Plan. Amendments are effective only when distributed by the Plan Administrator. Amendments are subject to all conditions, limitations and exclusions of the Plan, except for those that the Amendment specifically changes.

**Annual Deductible (or Deductible)** – the amount you must pay for Covered Health Services in a Calendar Year before the Plan will begin paying Benefits in that Calendar Year. The Deductibles are shown in Table 4 in Section 5, *Schedule of Benefits and Coverage*.

**Annual Enrollment** – the period of time during which eligible Subscribers may enroll themselves and their Dependents in the Plan. ERS determines the period of time that is the Annual Enrollment period.

**Applied Behavior Analysis** – Intensive Behavioral Therapy, given or supervised by a Board-Certified Behavior Analyst (BCBA), which consists of a series of behavioral and/or rehabilitative interventions for the treatment of Autism Spectrum Disorders.

**Authorized Representative** – a person authorized to act on behalf of a Participant. This does not include a Provider or other entity acting as an assignee of a Participant's claim. See Authorized Representative in Sections 8 and 9, *Claims Procedures*, for information on how to properly designate an Authorized Representative. An Authorized Representative must be properly designated in order to protect against improper disclosure of information about a Participant including protected health or other confidential information.

**Autism Spectrum Disorders** – a neurodevelopmental disorder marked by enduring problems communicating and interacting with others, along with restricted and repetitive behavior, interests or activities.

**Balance Billing** – The difference between the Allowable Amount and the amount billed by a Provider. This difference can be billed by the Non-Contracted Provider.

**Behavioral Health Practitioner** – means a Physician or Professional Other Provider who renders services for Mental Health Care, Serious Mental Illness or Chemical Dependency, only as listed throughout Master Benefit Plan Document.

**Benefits** – Plan payments for Covered Health Services, subject to the Act, the ACA, the Rules of the ERS Board of Trustees, the terms and conditions of the Plan and any Addendums and/or Amendments.

**Benefits Coordinator** – a person employed by your Employer to provide assistance for Participants with various benefit programs, including the Plan. ERS is the Benefits Coordinator for Retirees.

**BlueCard<sup>®</sup> Program** – a Blue Cross Blue Shield Association program that allows participants to access care while traveling within the United States and its territories.

**Blue Cross Blue Shield Global<sup>®</sup> Core** – a Blue Cross Blue Shield Association program that allows participants to access care while traveling within the United States and its territories.

**Blue Cross and Blue Shield of Texas, or BCBSTX** – the company that, with its affiliates, provides certain claim administration services for the Plan on behalf of the Plan Administrator.

**Body Mass Index (BMI)** – a calculation used in obesity risk assessment which uses a person's weight and height to approximate body fat.

**BMI** – see Body Mass Index (BMI).

**Calendar Year** – the annual period of time from January 1 to December 31, inclusive, as distinguished from plan year which is from September 1 through August 31, inclusive.

**CHD** – see Congenital Heart Disease (CHD).

**Chiropractic Treatment** – the therapeutic application of chiropractic treatment and/or manipulative treatment with or without ancillary physical therapy and/or rehabilitative methods rendered to restore or improve motion, reduce pain and improve function in the management of an identifiable neuromusculoskeletal condition.

**Claim Administrator** – means Blue Cross and Blue Shield of Texas, a division of Health Care Service Corporation and the Plan’s third-party administrator, when providing claims administration.

**Clinical Trial** – a scientific study designed to identify new health services that improve health outcomes. In a Clinical Trial, two or more treatments are compared to each other and the Participant is not allowed to choose which treatment he or she will receive.

**COBRA** – see Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

**Coinsurance** – the percentage of Allowable Amounts you are required to pay for certain Covered Health Services as described in Sections 3 and 4, *How the Plan Works*. The percentage of Allowable Amounts paid by the Plan for Covered Health Services is shown in Table 4 in Section 5, *Schedule of Benefits and Coverage*.

**Complications of Pregnancy** – complications (when Pregnancy is not terminated) for which diagnoses are distinct from Pregnancy but adversely affected or caused by Pregnancy, such as nephritis, cardiac decompensation and miscarriage. It does not include false labor, occasional spotting, Physician prescribed rest during Pregnancy, morning Sickness, hyperemesis gravidarum, preeclampsia, eclampsia, and similar conditions associated with Pregnancy not constituting a nosologically distinct complication of Pregnancy. Covered Health Services for Complications of Pregnancy do not include services and supplies provided at termination of Pregnancy.

**Congenital Anomaly** – a physical developmental defect that is present at birth and is identified within the first twelve months after birth.

**Congenital Heart Disease (CHD)** – any structural heart condition or abnormality that has been present since birth. Congenital heart disease may:

- be passed from a parent to a child (inherited);
- develop in the fetus of a woman who has an infection or is exposed to radiation or other toxic substances during her Pregnancy; or
- have no known cause.

**Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)** – a federal law that requires employers to offer continued health insurance coverage at the insured’s expense to certain Employees and their Dependents whose group health insurance has been terminated.

**Contracted Provider** – means a Hospital, Physician, Behavioral Health Practitioner, or Other Provider who has entered into an agreement with Blue Cross and Blue Shield of Texas (or other participating Blue Cross and/or Blue Shield Plan).

**Cosmetic Procedures** – procedures or services that change or improve appearance without significantly improving physiological function, as determined by the Plan. Reshaping a nose with a prominent bump is a good example of a Cosmetic Procedure because appearance would be improved, but there would be no improvement in a function, e.g., breathing.

**Cost-Effective** – the least expensive item or service that performs the necessary function. This term applies to Durable Medical Equipment, prosthetic devices and certain other Covered Health Services.

**Covered Drug** – **Note:** this term applies to Outpatient prescription medications covered under the HealthSelect of Texas Prescription Drug Program administered by OptumRx or the HealthSelect Medicare Rx plan administered by UnitedHealthcare. Any legend drug (a drug that,



by law, can be obtained only by prescription) or injectable insulin, including disposable syringes and needles needed for self-administration that meets the following requirements:

- that is Medically Necessary and is ordered by a Prescriber naming a Participant as the recipient;
- for which a written or verbal Prescription Order or Refill is prepared by a Prescriber;
- for which a separate charge is customarily made;
- that is used for the purpose for which U.S. Food and Drug Administration (FDA) approval has been given, or used consistent with the applicable program criteria approved by the Prescription Drug List (PDL) Management Committee;
- that is dispensed by a Pharmacy and is received by the Participant while covered under this Program, except when received in a Physician's or Other Provider's office, or during confinement while a patient in a Hospital or other acute care institution or Facility; and
- that is not identified in Section 7, Exclusions: *What the Prescription Drug Program Will Not Cover*, as not covered.

**Covered Health Services** – those health services, supplies and Medications and Injections, which the Plan determines to be:

- Medically Necessary;
- included in Sections 5 and 6, *Schedule of Benefits and Details for Covered Health Services*, described as a Covered Health Service;
- provided to a Participant who meets the Plan's eligibility requirements, as described under Eligibility in Section 2, *Introduction*; and
- not identified in Section 7, Exclusions: *What the Medical Plan Will Not Cover*, as not covered.

**Custodial Care** – services that do not require special skills or training and that:

- provide assistance in activities of daily living (including, but not limited to, feeding or cooking, dressing, going to the toilet, preventive and pain-relieving skin care, bathing, ostomy care, incontinence care, checking of routine vital signs and ambulating or exercising functions);
- are provided for the primary purpose of meeting the personal needs of the Participant or maintaining a level of function (even if the specific services are considered to be skilled services), as opposed to improving that function to an extent that might allow for a more independent existence; or
- do not require continued administration by trained medical personnel in order to be delivered safely and effectively.

**Declaration of Informal Marriage** – a document that memorializes that a man and a woman desire to consider themselves married for all legal purposes. The completed document requires the notarized signatures of both parties and must be filed with the District Clerk of the county of the couple's residence.

**Deductible** – see Annual Deductible.

**Dependent** – an individual who, because of a statutorily defined relationship with a Subscriber, meets the eligibility requirements specified in the Plan, as described under *Eligibility* in Section 2, *Introduction*, and is enrolled as a Participant in the Plan. A Dependent does not include anyone who is enrolled in the Plan as a Subscriber. No one can be enrolled as a Dependent of more than one Subscriber.

**Developmental Delay** – 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.

**DME** – see Durable Medical Equipment (DME).

**Domiciliary Care** – a supervised living arrangement in a home-like environment, providing assistance with activities of daily living, for Participants who are unable to live independently because of age-related impairments or physical, mental or visual disabilities.

**Durable Medical Equipment (DME)** – any medical equipment appropriate for use in the home to aid in a better quality of living for Participants with a Sickness, Injury or disability, and that meets the requirements specified under *Durable Medical Equipment (DME)* in Section 6, *Details for Covered Health Services*.

**Educational** – services, supplies, and related expenses provided to address a Participant’s Developmental Delays, or otherwise provide training, skills, practice and exercises designed to enhance academic performance, to teach positive behaviors and/or discourage inappropriate, destructive or otherwise negative conduct. It includes, but is not limited to, special education or conventional learning techniques, operant conditioning or other forms of training.

**Emergency** – a serious medical condition or symptom resulting from Injury, Sickness or Mental Illness, or substance-related and addictive disorder which:

- arises suddenly; and
- in the judgment of a reasonable person, requires immediate care and treatment, generally received within 24 hours of onset, to avoid jeopardy to life or health.

The Plan determines if a medical condition is an Emergency based on factors that include, but are not limited to, medical information supplied by the Participant’s Provider.

**Emergency Health Services** – health care services and supplies necessary for the treatment of an Emergency.

**Employee** – an appointive or elective state officer (including a judicial officer) or employee in the service of the state of Texas, including an employee of an Institution of Higher Education, as defined in Section 1551.003 of the Act and in this *Glossary*, and any persons required or permitted by the Act to enroll as Subscribers. Eligibility for participation in the Plan for Employees is limited to the specific statutes that include them as Employees. This definition does not infer any greater eligibility for or right of access to the Benefits provided by this Plan than the statutes establishing each class of eligible persons.

**Employer** – the state of Texas and all its agencies, certain political subdivisions or Institutions of Higher Education, as defined in this *Glossary*, that employ or employed a Subscriber.

**End-Stage Renal Disease (ESRD)** – permanent kidney failure, where the kidneys stop working well enough for a Participant to live without dialysis or a kidney transplant.

**EOB** – see Explanation of Benefits (EOB).

**Experimental or Investigational Services** - medical, surgical, diagnostic, psychiatric, mental health, substance-related and addictive disorder or other health care services, technologies, supplies, treatments, procedures, drug or other therapies, medications or devices that, at the time

the Plan makes a determination regarding coverage in a particular case, the Plan determines to be any of the following:

- not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Hospital Formulary Service or the United States Pharmacopoeia Dispensing Information as appropriate for the proposed use;
- subject to review and approval by any institutional review board for the proposed use (Devices which are FDA approved under the Humanitarian Use Device exemption are not considered to be Experimental or Investigational); or
- the subject of an ongoing Clinical Trial that meets the definition of a Phase I, II or III Clinical Trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight.

Exceptions:

- routine patient care costs for Clinical Trials for which Benefits are available as described under Clinical Trials in Section 6, Details for Covered Health Services.
- If you have a significantly life-threatening Sickness, Injury or other medical condition, ERS, or Blue Cross and Blue Shield of Texas as its designee, may, at its discretion, consider an otherwise Experimental or Investigational Service to be a Covered Health Service for that Sickness, Injury or other medical condition. Prior to such a consideration, the Plan must first establish, based on good faith medical judgment supported by sufficient scientific evidence, that although Experimental or Investigational, the service has significant potential as an effective life-sustaining treatment for that Sickness, Injury or other medical condition.

In making its determination, ERS, or Blue Cross and Blue Shield of Texas as its designee, will refer to a certification the Participant's Physician must provide stating that he or she, based on good-faith medical judgment, believes:

- the Sickness, Injury or other medical condition is significantly life threatening and imminently fatal if the treatment is limited to Covered Health Services; and
- although designated as Experimental or Investigational, the service has significant potential as an effective life-sustaining treatment for the Sickness, Illness or condition.

In addition to clinical studies regarding the Experimental or Investigational Service, the Plan may consider scientifically grounded standards based on Physician specialty society recommendations and professional standards of care. The Plan reserves the right to obtain expert opinion(s) in determining whether an otherwise Experimental or Investigational Service shall be considered as a Covered Health Service for a particular Sickness, Injury or other medical condition. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within the Plan's sole discretion.

Appeals from a Blue Cross and Blue Shield of Texas pre-service decision not to consider the Experimental or Investigational Service to be a Covered Health Service will be handled as an appeal of an Urgent Care Request for Benefits under Sections 8 or 9, *Claims Procedures* of this MBPD.

**Explanation of Benefits (EOB)** – a statement provided by Blue Cross and Blue Shield of Texas to you, your Physician, or another health care professional regarding a specific claim for health services or supplies that explains:

- the Benefits provided (if any);
- the allowable reimbursement amounts;

- Deductibles;
- Coinsurance and Copays;
- any other reductions;
- the net amount paid by the Plan;
- the amount that is your responsibility (the amount you may owe your Provider); and
- the reason(s) why the service or supply was not covered by the Plan.

**Facility** – a Hospital, Alternate Facility, Inpatient Rehabilitation Facility, Freestanding Emergency Room, Freestanding Emergency Department, Skilled Nursing Facility, Residential Treatment Facility or Urgent Care Center (all as defined in this *Glossary*) or other institution that is licensed to provide services and supplies covered by the Plan and that is approved by Blue Cross and Blue Shield of Texas. Other Facilities include, but are not limited to:

- substance-related and addictive disorder treatment facilities;
- birthing centers;
- Hospices;
- imaging centers;
- independent laboratories;
- psychiatric day treatment facilities;
- radiation therapy centers; and
- renal dialysis centers.

In states where there is a licensure requirement, other Facilities must be licensed by the appropriate state administrative agency.

**Former COBRA Unmarried Child** – A child of an Employee or Retiree who is unmarried; whose GBP coverage as a dependent has ceased; and who upon expiration of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act, Public Law 99-272 (COBRA) reinstates GBP coverage.

**Freestanding Emergency Department** – medical care Facility that provides Emergency Health Services that is affiliated with a Hospital but that is not physically connected to a Hospital (i.e., structurally separate and distinct).

**Freestanding Emergency Room** - medical care Facility that provides Emergency Health Services that is **not** affiliated with a Hospital and is not physically connected to a Hospital (i.e., structurally separate and distinct).

**Genetic Testing** – examination of blood or other tissue for chromosomal and DNA abnormalities and alterations, or other expressions of gene abnormalities that may indicate an increased risk for developing a specific disease or disorder.

**Group Benefits Program (GBP or the Program)** – the Texas Employees Group Benefits Program as established by the Act and administered by the Employees Retirement System of Texas and its Board of Trustees pursuant to the Act.

**HealthSelect of Texas<sup>SM</sup> Plan or HealthSelect** - a self-funded health benefit plan offered through the Texas Employees Group Benefits Program by ERS. It includes an In-Area Plan, an Out-of-State Plan, a High Deductible Health Plan that is part of Consumer Directed HealthSelect, a HealthSelect Secondary Plan and a Prescription Drug Program

**Home Health Agency** – a program or organization authorized by law to provide health care services in the home and certified by Medicare as a supplier of Home Health Care.

**Hospice** – a Facility or agency primarily engaged in providing Hospice care as described in Section 6, *Details for Covered Health Services*, licensed under state law, and certified by Medicare as a supplier of Hospice care.

**Hospital** – an institution, operated as required by law, that is:

- primarily engaged in providing health care services, on an Inpatient basis, for the acute care and treatment of sick or injured individuals. Care is provided through medical, mental health, substance-related and addictive disorder, diagnostic and surgical Facilities, by or under the supervision of a staff of Physicians; and
- has 24-hour nursing services.

A Hospital is not primarily a place for rest, Custodial Care, Domiciliary Care or care of the aged and it is not a Skilled Nursing Facility, convalescent home or similar institution.

**Injury** – bodily damage other than Sickness or disability, including all related conditions and recurrent symptoms.

**Inpatient** – a Participant who has been admitted to a Hospital, Nursing Facility or Inpatient Rehabilitation Facility or an Inpatient Facility for Mental Health Services, Serious Mental Illness Services or Substance Use Disorder Services.

**Inpatient Rehabilitation Facility** – a long term acute rehabilitation center, a Hospital (or a special unit of a Hospital designated as an Inpatient Rehabilitation Facility) that provides rehabilitation services (including physical therapy, occupational therapy and/or speech therapy) on an Inpatient basis, as authorized by law.

**Inpatient Stay** – an uninterrupted confinement, following formal admission to a Hospital, Skilled Nursing Facility or Inpatient Rehabilitation Facility or an Inpatient Care Facility for Mental Health Services, Serious Mental Illness Services or Substance Use Disorder Services.

**Institution of Higher Education** – a public junior college, a senior college or university, or any other agency of higher education within the meaning and jurisdiction of Chapter 61, Texas Education Code. It does not include an entity in The University of Texas System, as described in Section 65.02, Texas Education Code and an entity in The Texas A&M University System, as described in Subtitle D, Title 3, Texas Education Code, including the Texas Veterinary Medical Diagnostic Laboratory.

**Intensive Behavioral Therapy** – an umbrella term for a variety of outpatient behavioral interventions that aim to reinforce adaptive behaviors, reduce maladaptive behaviors and improve the mastery of functional age appropriate skills in people with Autism Spectrum Disorder. The most common Intensive Behavioral Therapy is Applied Behavior Analysis (ABA).

**Intensive Outpatient Treatment** – a structured Outpatient mental health or substance-related and addictive disorder treatment program that may be free-standing or Hospital-based and provides services for at least three hours per day, two or more days per week.

**Intermittent Skilled Nursing Care** – skilled nursing care that is provided either for:

- fewer than seven days each week; or
- fewer than eight hours each day for a period of 21 days or less.

The Plan may make exceptions for special circumstances when the need for additional skilled nursing care is finite and predictable.

**Marriage and Family Therapy/Counseling** – the provision of professional therapy services to individuals, families, or married couples, singly or in groups, involving the professional application of family systems theories and techniques in the delivery of therapy services to those persons.

The term includes, but is not limited to, the evaluation and remediation of cognitive, affective, behavioral, or relational dysfunction within the context of marriage or family systems.

**Medicaid** – a federal program administered and operated individually by participating state and territorial governments and providing health care coverage to eligible low-income people.

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

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

**Medical Supplies** - expendable items required for care related to a Sickness or Injury. Not all Medical Supplies are Covered Health Services under the Plan. See *Medical Supplies* in Section 6, *Details for Covered Health Services* and *Medical Supplies and Equipment* in Section 7, *Exclusions*, for a description.

**Medically Necessary, Medical Necessity** – health care services provided for the purpose of preventing, evaluating, diagnosing or treating a Sickness, Injury, Mental Illness, substance-related and addictive disorder, Serious Mental Illness, or disease (and symptoms), that are all of the following as determined by the Plan. The health care services must be:

- performed in accordance with Generally Accepted Standards of Medical Practice;
- clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for your Sickness, Injury, Mental Illness, substance-related and addictive disorder, Serious Mental Illness, or disease (and symptoms);
- not primarily performed for your comfort or convenience or that of your health care Provider; and
- not costlier than an alternative drug, service(s) or supply that is at least as likely to produce equivalent therapeutic or diagnostic results as alternatives with respect to the diagnosis or treatment of your Sickness, Injury, Mental Illness, substance-related and addictive disorder, Serious Mental Illness, or disease (and symptoms).

Generally Accepted Standards of Medical Practice are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled Clinical Trials, or, if not available, observational studies from more than one institution that suggest a causal relationship between the health care services and positive health outcomes.

If no credible scientific evidence is available, then standards based on Physician specialty society recommendations or professional standards of care may be considered. The Plan reserves the right to consult expert opinion in determining whether health care services are Medically Necessary. The decision to apply Physician specialty society recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within the Plan's sole discretion.

Blue Cross and Blue Shield of Texas develops and maintains clinical policies that describe the *Generally Accepted Standards of Medical Practice* scientific evidence, prevailing medical standards and clinical guidelines supporting its determinations regarding specific health services. These clinical policies (as developed by Blue Cross and Blue Shield of Texas and revised from time to time), are available to Participants at [www.bcbstx.com](http://www.bcbstx.com) or by calling (800) 252-8039 toll-free, and to Physicians and other health care professionals at [www.bcbstx.com](http://www.bcbstx.com).

The authority of the Plan to determine Medical Necessity is subject to the right of the Employees Retirement System of Texas Board of Trustees to order payment of a claim even though Blue Cross and Blue Shield of Texas has not abused its discretion in denying the claim.

**Medicare** – Parts A, B, C and D of the insurance program for Americans 65 years of age and over as well as younger Americans with certain disabilities, established by Title XVIII, United States Social Security Act, as amended by 42 U.S.C. Sections 1394, et seq. and as later amended.

**Medicare-Approved Amount** –the maximum amount a Provider that accepts Medicare Assignment can be paid by Medicare. It may be less than the actual amount a doctor or supplier bills.

**Medicare Assignment** – means that your Provider agrees (or is required by law) to accept the Medicare-Approved Amount as full payment for services covered by Medicare.

**Medicare Deductible** – if you are enrolled in Medicare, this is the amount Medicare determines you must pay for health care before Medicare begins to pay for services. Medicare has separate deductibles for Medicare Part A and Medicare Part B services. To learn more about the current Medicare Deductible amounts, go to [Medicare.gov](https://www.medicare.gov).

**Medicare-Eligible Retiree** – A Retiree who is eligible for Medicare coverage. In most cases, Medicare is the Primary Plan when you are a Medicare-Eligible Retiree.

**Medicare-Eligible Return-to-Work Retiree** – A Return-to-Work Retiree who is eligible for Medicare coverage. In most cases, Medicare is the Secondary Plan when you are a Medicare-Eligible Return-to-Work Retiree.

**Medicare Limiting Charge** – if you are enrolled in Medicare, this is the maximum amount Medicare allows Providers who do not accept Medicare Assignment to bill Participants. Not all services are subject to the Medicare Limiting Charge, including supplies or equipment. For more information on the Medicare Limiting Charge, go to [Medicare.gov](https://www.medicare.gov).

**Medicare Summary Notice (MSN)** – a statement provided by Medicare to you, your Physician, or another health care professional regarding a specific claim for health services processed by Medicare and explains:

- the Benefits provided (if any);
- the Medicare-Approved Amounts;
- Deductibles;
- the net amount paid by Medicare;
- the amount you may owe your Provider; and
- the reason(s) why the service or supply was not covered by the Plan.

**Medications and Injections** – U.S. Food and Drug Administration (FDA) approved prescription medication and injections administered in connection with a Covered Health Service by a Physician or other health care Provider within the scope of the Provider's license and not otherwise excluded under the Plan. Medications and Injections do not include medications that are typically available by prescription order or refill at a pharmacy under the HealthSelect Prescription Drug Program administered by OptumRx or the HealthSelect Medicare Rx Program administered by UnitedHealthcare.

**Mental Health Provider** - a Provider who is licensed to provide services and/or supplies for treatment of Mental Illness and acts within the scope of that license. Mental Health Providers include, but are not limited to:

- Doctor of Psychology (Psy.D. or Ph.D.) (certified as a health service Provider);
- psychiatrist (M.D. or D.O.);
- addictionologist (M.D. or D.O.);
- nurse-practitioner;
- Licensed Clinical Social Worker (LCSW) or Licensed Masters Social Worker – Advanced Practice (LMSW-AP);
- Licensed Marriage and Family Therapist (LMFT);
- licensed professional counselor;
- licensed dependency counselor; and
- licensed psychological associate.

If the Mental Health Provider provides services outside of the state of Texas, Mental Health Providers must be licensed by the appropriate state administrative agency where the services are provided.

Mental Health Provider also includes an Applied Behavior Analysis (ABA) Provider – a Mental Health Provider who has advanced training in developmental disorders and ABA at the Masters or higher level and is certified as a Board-Certified Behavior Analyst (BCBA) by the Behavior Analyst Certification board, or an appropriately trained and qualified paraprofessional directly supervised by the above. If the state where services are provided licenses ABA professionals, the state licensure is required in addition to the above.

**Mental Health Services** – Covered Health Services performed for the diagnosis and treatment of Mental Illnesses, as described in Section 6, *Details for Covered Health Services*. The fact that a condition is listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association* does not mean that treatment for the condition is a Covered Health Service.

**Mental Health/Substance Use Disorder Administrator** – the organization or individual designated by Blue Cross and Blue Shield of Texas who provides or arranges Mental Health, Serious Mental Illness and Substance Use Disorder Services under the Plan. For this Plan, Blue Cross and Blue Shield of Texas is the Mental Health/Substance Use Disorder Administrator. For questions, please contact the Administrator at (888) 372-3397.

**Mental Illness** – mental health or psychiatric diagnostic categories listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*, or any other diagnostic coding system as used by the Plan, whether or not the cause of the disease, disorder or condition is physical, chemical, or mental, in nature or origin, unless the service or diagnostic category is listed in Section 7, *Exclusions: What the Medical Plan Will Not Cover*.

**MSN** – see Medicare Summary Notice (MSN).

**Non-Contracted Provider** – means a Hospital, Physician, Behavioral Health Practitioner, or Other Provider who has not entered into an agreement with Blue Cross and Blue Shield of Texas (or other participating Blue Cross and/or Blue Shield Plan) as a Non-Contracted Provider.

**Other Provider** – means a person or entity, other than a Hospital or Physician, that is licensed where required to provide to a Participant service or supply described herein as Covered Health Services. Other Provider shall include:

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



- d. Home Health Agency
  - e. Home Infusion Therapy Provider
  - f. Hospice
  - g. Imaging Center
  - h. Independent Laboratory
  - i. Prosthetics/Orthotics Provider
  - j. Psychiatric Day Treatment Facility
  - k. Renal Dialysis Center
  - l. Residential Treatment Facility for Children and Adolescents
  - m. Skilled Nursing Facility
  - n. Therapeutic Center
2. **Professional Other Provider** - a person or practitioner, when acting within the scope of his license and who is appropriately certified, only as listed:
- a. Advanced Practice Nurse
  - b. Doctor of Chiropractic
  - c. Doctor of Dentistry
  - d. Doctor of Optometry
  - e. Doctor of Podiatry
  - f. Doctor in Psychology
  - g. Licensed Acupuncturist
  - h. Licensed Audiologist
  - i. Licensed Chemical Dependency Counselor
  - j. Licensed Dietitian
  - k. Licensed Hearing Instrument Fitter and Dispenser
  - l. Licensed Marriage and Family Therapist
  - m. Licensed Clinical Social Worker
  - n. Licensed Occupational Therapist
  - o. Licensed Physical Therapist
  - p. Licensed Professional Counselor
  - q. Licensed Speech-Language Pathologist
  - r. Licensed Surgical Assistant
  - s. Nurse Anesthetist
  - t. Nurse First Assistant
  - u. Physician Assistant
  - v. Psychological Associates who work under the supervision of a Doctor in Psychology

In states where there is a licensure requirement, Other Providers must be licensed by the appropriate state administrative agency.

**Out-of-Country Participant** – a Participant whose address of residence (or work) on file with ERS is outside of the United States.

**Out-of-Pocket Coinsurance Maximum** – the most you are required to pay each Calendar Year for Coinsurance. Refer to Section 5, *Schedule of Benefits and Coverage*, for the Out-of-Pocket Coinsurance Maximum amount. Refer to Sections 3 and 4, *How the Plan Works*, for a description of how the Out-of-Pocket Coinsurance Maximum works.

**Out-of-State** – describes the part of the HealthSelect Plan that is available to Participants whose eligibility county is outside the Plan Service Area or who are Retirees 65 years of age or over and their Dependents.

**Outpatient** – a Participant who has been treated at a Hospital or Facility for other than Inpatient treatment.

**Outpatient Clinic Facility** – a health care Facility that is not a Hospital or an Alternate Facility and that provides Physician's office services for Sickness or Injury on an Outpatient basis, as permitted by law.

**Partial Hospitalization/Day Treatment** – a structured ambulatory program that may be free-standing or Hospital-based and that provides services for at least 20 hours per week.

**Participant** – an Employee, Retiree, or a Dependent, as defined in the Act, and surviving Dependents of deceased Employees and Retirees, or other persons eligible for coverage as provided under the Act while eligible for coverage and enrolled under the Plan. References to "you" and "your" throughout this Master Benefit Plan Document are references to a Participant.

**Participating Provider** – (also known as Par Plan or Contracted Provider) see Contracted Provider in *Glossary*.

**PCP** – see Primary Care Provider

**Personal Health Assistant (PHA)** – a BCBSTX Personal Health Assistant provides live customer service resources to help members navigate the health care system, including information on cost and quality transparency, Prior Authorization coordination, connecting with clinical Educational resources and appointment scheduling.

**Physician** – any Doctor of Medicine or Doctor of Osteopathy who is properly licensed and qualified by law. Please note: The fact that a Provider is described as a Physician does not mean that Benefits for services from that Provider are available to you under the Plan.

**Plan** – the HealthSelect of Texas Secondary Plan.

**Plan Administrator** – the Employees Retirement System of Texas (ERS) or its designee.

**Plan Service Area** – the geographical area or areas designated by the Employees Retirement System of Texas Board of Trustees as the area in which In-Area Benefits are available. See Section 2, *Introduction*, for more details.

**Postdelivery Care** – postpartum health care services provided in accordance with accepted maternal and neonatal physical assessments. The term includes:

- parent education;
- assistance and training in breast-feeding and bottle feeding; and
- the performance of any necessary and appropriate clinical tests.

**Post-Service Claim** - a claim for Benefits that is not a Pre-Service Request for Benefits or Urgent Care Request for Benefits. Post-Service Claims include claims that involve only the payment or reimbursement of Allowable Amounts for Covered Health Services that have already been provided.

**Pregnancy** – includes, but is not limited to, prenatal care, postnatal care and childbirth. Complications of Pregnancy are considered separately as defined in this section.

**Prescriber** – any health care professional who is properly licensed and qualified by law to prescribe Prescription Drugs to humans. The fact that a Prescriber has prescribed a medication or product, or the fact that it may be the only available treatment for a Sickness, Injury, Mental Illness, substance-related and addictive disorder, disease or its symptoms does not make the product a Covered Drug under the Program.

**Pre-Service Request for Benefits** – a claim for Benefits where the Plan conditions receipt of the Benefit, in whole or in part, on approval of the Benefit in advance of obtaining medical care. This includes Covered Health Services which the Plan must approve from Blue Cross and Blue Shield of Texas before non-Urgent Care is provided.

**Preventive Care** – care that consists of measures taken for disease prevention, as opposed to disease treatment.

**Primary or Primary Plan** - when you are covered by more than one health benefits plan, the Primary Plan is the plan that pays benefits first under coordination of benefits (COB) guidelines. Remaining Allowable Amounts may be paid under the other plan, which is called the Secondary Plan. Refer to Section 11, *Coordination of Benefits (COB)*, for details on COB guidelines.

**Primary Care Provider (PCP)** – a Physician, Nurse Practitioner, or Physician Assistant who has a majority of his or her practice in general pediatrics, internal medicine, obstetrics/gynecology, family practice or general medicine. A PCP does not have to be on file for a Participant in this Plan. However, a PCP can help to coordinate medical treatment.

**Private Duty Nursing** – shift or continuous nursing care that encompasses nursing services for Participants who require more individual and continuous care than is available from a visiting nurse through a Home Health Agency. Private Duty Nursing services are provided where longer durations of Skilled Care are required and may include shift care or continuous care 24 hours a day, 7 days a week in certain settings. Private Duty Nursing care is not care provided primarily for the comfort or convenience of the Participant.

**Program** – See Group Benefits Program (GBP).

**Provider** – a Facility, Hospital, Physician or Mental Health Provider) that is licensed to provide health care services and supplies and acts within the scope of that license and that is approved by Blue Cross and Blue Shield of Texas.

**Qualifying Life Event (QLE)** – a life experience whose occurrence allows a Participant to change health care coverage during a plan year, provided that the change in coverage is consistent with the life event. See *Changing Your Coverage* in Section 2, *Introduction*, for a list of Qualifying Life Events and how to change your coverage.

**Reconstructive Procedure** – a procedure performed to address a physical impairment where the expected outcome is restored or improved function. The primary purpose of a Reconstructive Procedure is either to treat a medical condition or to improve or restore physiologic function. Reconstructive Procedures include, but are not limited to, surgery or other procedures which are associated with an Injury, Sickness or Congenital Anomaly. The primary intended result of the procedure is not changed or improved physical appearance. The fact that a person may suffer psychologically as a result of the condition does not classify surgery or any other procedure done to relieve the condition as a Reconstructive Procedure.

**Residential Treatment Facility** – a Facility that provides a program of effective Mental Health Services or Substance Use Disorder Services treatment and meets all of the following requirements:

- it is established and operated in accordance with applicable state law for residential treatment programs;
- it provides a program of treatment under the active participation and direction of a Physician and approved by the Mental Health/Substance Use Disorder Administrator;
- it has or maintains a written, specific and detailed treatment program requiring full-time residence and full-time participation by the patient; and
- it provides at least the following basic services in a 24-hour per day, structured group setting:
  - room and board;
  - evaluation and diagnosis;
  - counseling; and
  - referral and orientation to specialized community resources.

A Residential Treatment Facility that qualifies as a Hospital is considered a Hospital.

**Retail Health Clinic** – Health care clinic often located in a retail setting, such as a supermarket or pharmacy, that provides treatment of common illnesses and routine Preventive Care services that can be rendered by appropriately licensed Providers located in the clinic.

**Retiree** – (also known as annuitant) an Employee who has retired as defined in the Act.

**Retiree Level Benefits** – Benefits for Return-to-Work Retirees who return to work and who are in a benefits eligible position and choose to maintain their retiree benefit enrollment, rather than enroll in benefits as an active employee. A Return-to-Work Retiree who chooses Retiree Level Benefits will be enrolled in the Secondary Plan. Current information about the difference between enrollment in retiree benefits or active employee benefits as a Return-to-Work Retiree may be found at [www.ers.texas.gov](http://www.ers.texas.gov) or by contacting ERS at 877-275-4377.

**Return-to-Work Retiree** – Employee who retires from the state and returns to work at a State Agency in a benefits eligible position.

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

Routine patient care costs do not include:

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

**Second Opinion** – an opinion from a second Provider or Other Provider as covered under this Plan. Applicable Benefits for all Covered Health Services will apply. For coverage details, see Section 5- *Schedule of Benefits and Coverage* and Section 6- *Details for Covered Health Services*.

**Secondary or Secondary Plan** - when you are covered by more than one health benefits plan, the Secondary Plan is the plan that pays benefits second, following the Primary Plan, under coordination of benefits (COB) guidelines. The Secondary Plan may or may not pay all remaining Allowable Amounts after the Primary Plan has paid, depending on how COB is determined. Refer to Section 11, *Coordination of Benefits (COB)*, for details on COB guidelines.

**Semi-private Room** - a room with two or more beds.

**Serious Mental Illness** - the following psychiatric illnesses as defined in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*:

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

**Sickness** – physical illness, disease or Pregnancy. The term Sickness as used in this Master Benefit Plan Document includes Mental Illness and substance-related and addictive disorder, regardless of the cause or origin of the Mental Illness or substance-related and addictive disorder.

**Skilled Care** – skilled nursing, skilled teaching, and skilled rehabilitation services when:

- they are delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome and provide for the safety of the Participant;
- a Physician orders them;
- they are not delivered for the purpose of assisting with activities of daily living, including, but not limited to, dressing, feeding, bathing or transferring from a bed to a chair;
- they require clinical training in order to be delivered safely and effectively; and
- they are not Custodial Care, as defined in this section.

**Skilled Nursing Facility** – a nursing Facility that is licensed and operated as required by law. A Skilled Nursing Facility that is part of a Hospital is considered a Skilled Nursing Facility for purposes of the Plan.

**Specialty Drug** – Prescription Drugs that are used in the treatment of rare or complex conditions and are:

- typically administered by injection or infusion;
- are high cost;
- have special delivery and storage requirements; or
- require close monitoring or care coordination by a pharmacist or Prescriber.

To find out whether a medication you take is considered a Specialty Drug, call the HealthSelect Prescription Drug Program at (855) 828-9834. If you have questions about the Benefits that apply to Specialty Drugs under this medical Plan, call a BCBSTX Personal Health Assistant toll-free at (800)252-8039.

**Specialist Physician** - (sometimes known as specialty care Physician) a Physician who has a majority of his or her practice in areas other than general pediatrics, internal medicine, family practice or general medicine.

**State Agency** – a commission, board, department, division, Institution of Higher Education, or other agency of the state of Texas created by the constitution or statutes of this state. This term also includes the Texas Municipal Retirement System, the Texas County and District Retirement System, the Teachers Retirement System and ERS.

**Subscriber** – the Participant who is the Employee, Retiree, or other person enrolled in the Plan as provided for under the Act, and who is not a Dependent.

**Substance Use Disorder (Chemical Dependency) Services** - Covered Health Services for the diagnosis and treatment of alcoholism and substance-related and addictive disorder that are listed in the current *Diagnostic and Statistical Manual of the American Psychiatric Association*, unless those services are specifically excluded by the Plan. The fact that a disorder is listed in the Diagnostic and Statistical Manual of the American Psychiatric Association does not mean that treatment of the disorder is a Covered Health Service.

**Telehealth and Telemedicine** - the use of interactive audio, video, other electronic media or advanced telecommunications technology to provide health services. The term includes the use of electronic media for diagnosis, consultation, treatment, transfer of medical data, and medical education. Telehealth also includes 1) compressed digital interactive video, audio, or data transmission; 2) clinical data transmission using computer imaging by way of still image capture and store and forward; and 3) other technology that facilitates access to health care services or

medical specialty expertise. The term does not include services performed using a telephone or facsimile machine.

**Tertiary or Tertiary Plan** - when you are covered by more than one health benefits plan, the Tertiary Plan is the plan that pays benefits third, following both the Primary and Secondary Plans, under coordination of benefits (COB) guidelines. The Tertiary Plan may or may not pay all remaining Allowable Amounts after the Primary and Secondary Plans have paid, depending on how COB is determined. Refer to Section 11, *Coordination of Benefits (COB)*, for details on COB guidelines.

**Transitional Care** – Mental Health Services/Substance Use Disorder Services that are provided through transitional living Facilities, group homes and supervised apartments that provide 24-hour supervision that are either:

- sober living arrangements such as drug-free housing and alcohol/drug halfway houses. These are transitional, supervised living arrangements that provide stable and safe housing, an alcohol/drug-free environment and support for recovery. A sober living arrangement may be utilized as an adjunct to ambulatory treatment when treatment doesn't offer the intensity and structure needed to assist the Participant with recovery; or
- supervised living arrangements that are residences such as transitional living Facilities, group homes and supervised apartments that provide Participants with stable and safe housing and the opportunity to learn how to manage their activities of daily living. Supervised living arrangements may be utilized as an adjunct to treatment when treatment does not offer the intensity and structure needed to assist the Participant with recovery.

**Unproven Services** – health services, including medications, that have not been determined to be effective for treatment of the Sickness, Injury or other medical condition and/or not to have a beneficial effect on health outcomes due to insufficient and inadequate clinical evidence from well-conducted randomized controlled trials or cohort studies in the prevailing published peer-reviewed medical literature:

- Well-conducted randomized controlled trials are two or more treatments compared to each other, with the patient not being allowed to choose which treatment is received.
- Well-conducted cohort studies from more than one institution are studies in which patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.

Blue Cross and Blue Shield of Texas has a process by which it compiles and reviews clinical evidence with respect to certain health services. From time to time, Blue Cross and Blue Shield of Texas issues medical and drug policies that describe the clinical evidence available with respect to specific health care services. These medical and drug policies are subject to change without prior notice. You can view these policies at [www.bcbstx.com](http://www.bcbstx.com)

In making its determination, ERS, or Blue Cross and Blue Shield of Texas as its designee, will refer to a certification the Participant's Physician must provide stating that he or she, based on good-faith medical judgment, believes:

- the Sickness, Injury or other medical condition is significantly life threatening and imminently fatal if the treatment is limited to Covered Health Services; and
- although designated as Experimental or Investigational, the service has significant potential as an effective life-sustaining treatment for the Sickness, Illness or condition.

In addition to clinical studies regarding the Unproven Service, the Plan may consider scientifically grounded standards based on Physician specialty society recommendations and professional standards of care. The Plan reserves the right to obtain expert opinion(s) in determining whether an otherwise Unproven Service shall be considered as a Covered Health Service for a particular Sickness, Injury or other medical condition. The decision to apply Physician specialty society

recommendations, the choice of expert and the determination of when to use any such expert opinion, shall be within the Plan's sole discretion.

Appeals from an ERS or Blue Cross and Blue Shield of Texas decision not to consider the Experimental or Investigational Service to be a Covered Health Service will be handled as an appeal of an Urgent Care Request for Benefits under Section 8, *Claims Procedures* of this Master Benefit Plan Document

**Urgent Care** – treatment of an unexpected Sickness or Injury that is not life-threatening but requires Outpatient medical care that cannot be postponed. An urgent situation requires prompt medical attention to avoid complications and unnecessary suffering, such as high fever, a skin rash, or an ear infection.

**Urgent Care Center** – a Facility that provides Urgent Care services, as previously defined in this section. In general, Urgent Care Centers:

- are open outside of normal business hours, so you can get medical attention for a minor Sickness or Injury that occurs at night or on weekends;
- do not require an appointment; and
- provide an alternative to an Emergency room if you need immediate medical attention, but your Physician cannot see you right away.

**Urgent Care Request for Benefits** – a claim for medical care or treatment with respect to which application of the time periods for making non-urgent determinations (a) could seriously jeopardize the life or health of the Participant or the ability of the Participant to regain maximum function, or (b) in the opinion of the Participant's Physician, would subject the Participant to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim.

**Virtual Network Provider** – a licensing Provider that has entered into a contractual agreement with Blue Cross and Blue Shield of Texas to provide diagnosis and treatment of injuries and illnesses through a Virtual Visit.

**Virtual Visits** – services provided for the diagnosis and treatment of low acuity, non-Emergency medical health conditions through the use of interactive audio and video telecommunication and transmission, and audio-visual communication technology.

## SECTION 16 - IMPORTANT ADMINISTRATIVE INFORMATION

### What This Section Includes

- Plan administrative information.

This section includes information on the administration of the Plan. While you may not need this information for your day-to-day participation, it is information you may find important.

**Plan Administrator:** The Plan Administrator is the Employees Retirement System of Texas (ERS). ERS may, from time to time in its sole discretion, contract with outside parties to arrange for the provision of administrative services including arrangement of access to a Contracted Provider; claims processing and payment services, including coordination of Benefits and subrogation; utilization management and complaint resolution assistance. This contracted administrator for the Plan is Blue Cross and Blue Shield of Texas. For Benefits as described in this Master Benefit Plan Document, ERS also has selected a Provider Network established by Blue Cross and Blue Shield of Texas.

The Employees Retirement System of Texas  
200 East 18th Street  
Austin, TX 78701

(877) 275-4377

ERS retains all fiduciary responsibilities with respect to the Plan except to the extent ERS has allocated to other persons or entities one or more fiduciary responsibility(s), as it has to Blue Cross and Blue Shield of Texas, with respect to the Plan.

**Blue Cross and Blue Shield of Texas:** The company that provides certain administrative services for the Plan described in this Master Benefit Plan Document.

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

(800) 252-8039

Blue Cross and Blue Shield of Texas shall not be deemed or construed as an Employer for any purpose with respect to the administration or provision of Benefits under the Plan. Blue Cross and Blue Shield of Texas shall not be responsible for fulfilling any duties or obligations of an Employer with respect to the Plan.



## ATTACHMENT I - THE EMPLOYEES RETIREMENT SYSTEM OF TEXAS SUMMARY NOTICE OF PRIVACY PRACTICES

**The Employees Retirement System of Texas (“ERS”) administers the Texas Employees Group Benefits Program, including your health plan, pursuant to Texas law. THIS NOTICE DESCRIBES HOW ERS MAY USE OR DISCLOSE MEDICAL INFORMATION ABOUT YOU AND HOW YOU CAN GET ACCESS TO YOUR OWN INFORMATION PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”) PRIVACY RULE. PLEASE REVIEW THIS NOTICE CAREFULLY.**

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

ERS and/or a third-party administrator under contract with ERS may use health information about you on behalf of your health plan to authorize treatment, to pay for treatment, and for other allowable health care purposes. Health care providers submit claims for payment for treatment that may be covered by the group health plan. Part of payment includes ascertaining the medical necessity of the treatment and the details of the treatment or service to determine if the group health plan is obligated to pay. Information may be shared by paper mail, electronic mail, fax, or other methods.

By law, ERS may use or disclose identifiable health information about you without your authorization for several reasons, including, subject to certain requirements, for public health purposes, for auditing purposes, for research studies, and for emergencies. ERS provides information when otherwise required by law, such as for law enforcement in specific circumstances. In any other situation, ERS will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures. ERS cannot use or disclose your genetic information for underwriting purposes. ERS may change its policies at any time. When ERS makes a significant change in its policies, ERS will change its notice and post the new notice on the ERS website at [www.ers.state.tx.us](http://www.ers.state.tx.us). Our full notice is available at [http://www.ers.state.tx.us/about/legislation/documents/hipaa\\_longform.pdf](http://www.ers.state.tx.us/about/legislation/documents/hipaa_longform.pdf).

For more information about our privacy practices, contact the ERS Privacy Officer. ERS originally adopted its Notice of Privacy Practices and HIPAA Privacy Policies and Procedures Document April 14, 2003, and subsequently revised them effective February 17, 2010, and September 23, 2013.

### **Individual Rights:**

In most cases, you have the right to look at or get a paper or electronic copy of health information about you that ERS uses to make decisions about you. If you request copies, we will charge you the normal copy fees that reflect the actual costs of producing the copies including such items as labor and materials. For all authorized or by law requests made by others, the requestor will be charged for production of medical records per ERS' schedule of charges. You also have the right to receive a list of instances when we have disclosed health information about you for reasons other than treatment, payment, healthcare operations, related administrative purposes, and when you explicitly authorized it. If you believe that information in your record is incorrect or if important information is missing, you have the right to request that ERS correct the existing information or add the missing information. You have the right to request that ERS restrict the use and disclosure of your health information above what is required by law.

If ERS accepts your request for restricted use and disclosure, then ERS must abide by the request and may only reverse its position after you have been appropriately notified. You have the right to request an alternative means of communications with ERS. You are not required to explain why you want the alternative means of communication.

**Complaints:**

If you are concerned that ERS has violated your privacy rights, or you disagree with a decision ERS has made about access to your records, you may contact the ERS Privacy Officer. You also may send a written complaint to the U.S. Department of Health and Human Services. The ERS Privacy Officer can provide you with the appropriate address upon request.

**Our Legal Duty:**

ERS is required by law to protect the privacy of your information, provide this notice about our information practices, follow the information practices that are described in this Notice, and obtain your acknowledgement of receipt of this Notice.

**Detailed Notice of Privacy Practices:**

For further details about your rights and the federal Privacy Rule, refer to the detailed statement of this Notice. You can ask for a written copy of the detailed Notice by contacting the Office of the Privacy Officer or by visiting ERS' web site at [www.ers.state.tx.us](http://www.ers.state.tx.us). If you have any questions or complaints, please contact the ERS Privacy Officer by calling (512) 867-7711 or toll-free (877) 275-4377 or by writing to ERS Privacy Officer, The Employees Retirement System of Texas, P.O. Box 13207, Austin, TX 78711-3207.

## ADDENDUM - LIST OF COVERED PREVENTIVE CARE SERVICES

Preventive services listed below may change as USPSTF, CDC, and HRSA guidelines are modified and implemented by the Plan as required by applicable law or regulatory guidance. Coverage is subject to guidelines based on age, risk factors, dosage, and frequency.

Under the Affordable Care Act, certain preventive health services are paid at 100% (i.e., at no cost to the participant), conditioned upon Physician billing and diagnosis. In some cases, you may be responsible for payment on certain related services that are not guaranteed payment at 100% by the Affordable Care Act.

For details on covered preventive services, visit the Blue Cross and Blue Shield of Texas Preventive Care website at [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

List of Covered Preventive Care Services		
Children	Adults	
<b>Newborns</b> <ul style="list-style-type: none"> <li>• Screening for hearing loss, hypothyroidism, sickle cell disease, and phenylketonuria (PKU)</li> <li>• Gonorrhea preventive medication for eyes</li> </ul>	<b>General Health Screenings</b> <ul style="list-style-type: none"> <li>• Blood pressure screening</li> <li>• Cholesterol screening</li> <li>• Type 2 diabetes screening</li> <li>• HIV, HPV and STI screenings</li> <li>• Hepatitis B screening</li> <li>• Hepatitis C screenings</li> <li>• Obesity screening and counseling</li> <li>• Tuberculosis screening</li> <li>• Syphilis screening</li> </ul>	<b>Men</b> <ul style="list-style-type: none"> <li>• Abdominal aortic aneurysm one-time screening</li> </ul>
<b>Immunizations</b> <ul style="list-style-type: none"> <li>• Diphtheria, Tetanus, Pertussis</li> <li>• Haemophilus influenzae type B</li> <li>• Hepatitis A and B</li> <li>• Human Papillomavirus (HPV)</li> <li>• Influenza (Flu)</li> <li>• Measles, Mumps, Rubella</li> <li>• Meningococcal</li> <li>• Pneumococcal (pneumonia)</li> <li>• Inactivated Poliovirus</li> <li>• Rotavirus</li> <li>• Varicella (chicken pox)</li> </ul>	<b>Cancer Screenings</b> <ul style="list-style-type: none"> <li>• Breast cancer mammography</li> <li>• Breast cancer chemoprevention counseling</li> <li>• Cervical cancer pap test for women*</li> <li>• Colorectal cancer screenings including fecal occult blood testing, sigmoidoscopy, or colonoscopy, including specialist consultation prior to visit, if required</li> <li>• Prostate cancer (PSA) screening for men</li> <li>• Lung cancer screening</li> </ul>	<b>Women</b> <ul style="list-style-type: none"> <li>• Osteoporosis screening</li> <li>• Chlamydia infection screening</li> <li>• Gonorrhea and syphilis screening</li> <li>• BRCA Genetic Testing and counseling</li> <li>• Breast cancer preventive medications</li> <li>• Contraceptive methods and counseling</li> <li>• Well-woman visits</li> </ul>

\*The HealthSelect Plan does not impose the age limitations outlined in the current USPSTF guidelines.

List of Covered Preventive Care Services		
Children	Adults	
<p>General Health Screenings</p> <ul style="list-style-type: none"> <li>• Medical history for all children throughout development</li> <li>• Height, weight, and Body Mass Index (BMI) measurements</li> <li>• Developmental screening</li> <li>• Autism screening*</li> <li>• Behavioral assessment</li> <li>• Visual acuity screening</li> <li>• Oral health risk assessment</li> <li>• Dental caries prevention</li> <li>• Hematocrit or hemoglobin screening</li> <li>• Obesity screening and weight management counseling</li> <li>• Lead screening</li> <li>• Dyslipidemia screening</li> <li>• Tuberculin testing</li> <li>• Depression screening</li> <li>• Alcohol and drug use assessment</li> <li>• Counseling to prevent sexually transmitted infections (STIs)</li> <li>• Cervical dysplasia screening</li> <li>• HIV screening</li> <li>• Blood Pressure screening</li> <li>• Tobacco use interventions</li> <li>• Hepatitis B screening for adolescent from countries with 2% or more Hepatitis B prevalence, and U.S. born adolescent not vaccinated as infants and with at least one parent born in a region with 8% or more Hepatitis B prevalence 11-17 years</li> </ul>	<p>Health Counseling</p> <p>Doctors are encouraged to counsel patients about these health issues and refer them to appropriate resources as needed:</p> <ul style="list-style-type: none"> <li>• Healthy diet</li> <li>• Weight loss</li> <li>• Tobacco use</li> <li>• Alcohol misuse</li> <li>• Depression</li> <li>• Prevention of STIs</li> <li>• Use of aspirin to prevent cardiovascular disease</li> <li>• Falls prevention</li> <li>• Intimate partner violence screening</li> <li>• Skin cancer behavioral health counseling</li> </ul> <p>Immunizations</p> <ul style="list-style-type: none"> <li>• Haemophilus influenzae type B</li> <li>• Hepatitis A and B</li> <li>• Herpes Zoster (Shingles)</li> <li>• Shingrix (Shingles)</li> <li>• Human Papillomavirus (HPV)</li> <li>• Influenza (Flu)</li> <li>• Measles, Mumps, Rubella</li> <li>• Meningococcal</li> <li>• Pneumococcal (pneumonia)</li> <li>• Tetanus, Diphtheria, Pertussis</li> <li>• Varicella (chicken pox)</li> </ul>	<p>Pregnant Women</p> <ul style="list-style-type: none"> <li>• Anemia screening for iron deficiency</li> <li>• Tobacco cessation counseling</li> <li>• Syphilis screening</li> <li>• Hepatitis B screening</li> <li>• Rh incompatibility blood type testing</li> <li>• Bacteriuria urinary tract infection screening</li> <li>• Breastfeeding support, supplies, and counseling</li> <li>• Gestational diabetes screening</li> <li>• HIV Screening</li> </ul>

\*The HealthSelect Plan does not impose the age limitations outlined in the current USPSTF guidelines.

## ADDENDUM - RESOURCES TO HELP YOU STAY HEALTHY

### Holistic Health Management Program

Blue Cross and Blue Shield of Texas offers a holistic model to health that goes beyond a core set of specific diagnoses. The approach addresses all of the conditions you may struggle with, including diabetes, coronary artery disease (CAD), cardiovascular cluster (angina, peripheral artery disease and atherosclerosis), congestive heart failure (CHF), asthma, chronic obstructive pulmonary disease (COPD), cancer, chronic kidney disease, musculoskeletal conditions such as low back pain, and complex, catastrophic conditions.

Social determinants of health have a significant impact on health outcomes, which is why we have incorporated them into every step of our approach. Your health status is affected by your access to services, the availability of community resources and healthy food choices, caregiver support, and your financial status.

The Blue Cross and Blue Shield of Texas holistic health management program provides you access to a clinician who:

- facilitates your holistic health needs, regardless of your chronic condition. You will be able to work with a single, dedicated nurse for the duration of your enrollment in the program or your benefit coverage.
- focuses his or her efforts on prevention and education.
- coordinates your health needs through multiple levels of care until you achieve your optimal health.
- identifies clinical interventions and helps coordinate your care with community resources to help eliminate duplicative services and reduce avoidable inpatient hospital stays, readmissions and Emergency room visits.
- helps you find high quality, cost-efficient Providers to reduce your out-of-pocket expenses.
- works with your doctors to coordinate your appointments and referrals, if appropriate.

Whether you have an upcoming surgery and have questions, recently had a surgery and need follow up support, or if you are managing a condition or are recently diagnosed, a Blue Cross and Blue Shield of Texas clinician can support you.

If you have questions about this program or wish to enroll, contact Blue Cross and Blue Shield of Texas toll-free at (800) 252-8039 and ask to speak with a clinician.

### 24/7 Nurseline Support and Services: The Right Care at the Right Time

The 24/7 Nurseline is available in English and Spanish to all HealthSelect Participants. The Nurseline can help you decide if you should see your Primary Care Provider, go to an Urgent Care Center or an Emergency room, or find other care as necessary.

You can speak with a nurse 24 hours a day, 7 days a week toll-free at (800) 581-0368.

### Web and Mobile Wellness Programs and Blue Points

The Well onTarget web portal provides a wealth of resources to support your quest for learning and promote your success and health through a range of interactive, educational features.

Key features of the Well onTarget web portal include:

- Self-directed wellness programs designed to support and motivate you to take charge of your health.

- A health assessment and customized report.
- Online courses on various health and wellness topics; each course includes 12 lessons that you can complete at your own pace.
- Health tools and activity trackers; you can also sync your fitness device.
- Reminders you can set to help you take action or complete an activity.
- Integration with wellness coaching.
- As part of Well onTarget, you have access to Blue Points – rewards for health living. You earn points by completing activities in Well onTarget. You can redeem your points in the online shopping mall available through Blue Access for Members.

To access the Well onTarget portal, log in to your Blue Access for Members account at [www.healthselectoftexas.com](http://www.healthselectoftexas.com).

You can take your wellness resources on the go with Always On – the Well onTarget mobile app, which is available from both the Apple Store and Google Play.

## **Fitness Program**

The Blue Cross and Blue Shield of Texas Fitness Program is a flexible membership program that gives you unlimited access to a nationwide network of more than 9,000 fitness centers.

Other program perks include:

- No long-term contract required: membership is month-to-month. After you pay a one-time enrollment fee of \$25 per participant, the monthly fees are \$25 per month per participant.
- Convenient payment: once you sign up, your monthly fees are paid via automatic credit card or bank account withdrawal.
- Health and wellness discounts: save money using the nationwide complementary and alternative medicine network of 40,000 health and well-being providers such as massage therapists, personal trainers and nutrition counselors.
- Web resources: locate participating gyms and track your visits online.

It's easy to join the Fitness Program. Call the toll-free number (888) 762-BLUE (2583) Monday-Friday from 8 a.m.-9 p.m. in any continental U.S. time zone.

## **Programs for Weight Loss and Weight Management: Weight Management Coaching and Tobacco Cessation Coaching**

The following programs are available to eligible Participants at no additional cost:

### *Naturally Slim*

The Naturally Slim program can provide lasting weight loss, and it doesn't include starving, counting calories or eating diet food.

It's 10-week online program that helps you eat right to reduce your risk of getting a serious disease, like diabetes or heart disease, and improves your chances of living a happier and healthier life. The easy-to-follow program is led by subject matter experts who will provide ongoing support at the end of the program to help you maintain your weight loss success.

The program features informative videos and learning tools to teach you how to lose weight and improve your overall health. You can connect on your computer or mobile device – apps for iPhone and Android devices are available – and access videos, programs and recipes. A starter kit is mailed directly to your home.

Naturally Slim is available to eligible employees, spouses and Dependents 18 and older (excluding Medicare primary participants) enrolled in HealthSelect of Texas or Consumer Directed HealthSelect who have a BMI of 23 or higher.

To enroll, go to [www.naturallyslim.com/healthselect](http://www.naturallyslim.com/healthselect) from your smartphone, tablet or computer.

### *Real Appeal*

Real Appeal is an online weight loss program that provides a fresh approach to help you lose weight. The program helps you develop healthy habits that can lead to long-lasting results. Whether you want to drop a few pounds or make a more significant change, Real Appeal may help you shed pounds and lead a healthier life.

Real Appeal provides you with online coaching support sessions for 52 weeks to teach you healthy habits. You'll also receive a Success Kit and access to online resources to help you apply what you've learned.

Real Appeal is available to eligible employees, spouses and Dependents 18 and older (excluding Medicare primary participants) enrolled in HealthSelect of Texas or Consumer Directed HealthSelect who have a BMI of 23 or higher.

To enroll, go to <https://healthselect.realappeal.com> from your smartphone, tablet or computer.

Please Note: Real Appeal is not available outside the United States, except for Puerto Rico.

#### **Important note about dual enrollment in Naturally Slim and Real Appeal:**

HealthSelect participants are not able to receive services and Benefits from Naturally Slim and Real Appeal at the same time.

If you receive services from both Naturally Slim and Real Appeal within a 7-calendar day period, those services will be denied because the Benefit maximum will have been reached.

### *Weight Management Coaching*

Losing weight can help you feel better, have more energy and cut your risk for many conditions like diabetes, heart disease and stroke.

By participating in the Weight Management program, you get:

- Personal coaching over the phone: A weight management specialist who is a health care professional is assigned to you. You and your specialist create a personalized plan to reach your weight loss goals. He or she can show you how different choices affect your health and offer you the support you need. You'll have regular phone calls with your weight management specialist until you reach your goals.
- Access to online, self-directed courses: You can also take online courses at your own pace to learn more about weight management, nutrition, fitness and stress.

To enroll in weight management coaching, contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039.

### *Tobacco Cessation Coaching*

Quitting tobacco can be one of the most difficult things you will ever do, but we are here to help. Using tobacco use can raise your chance of getting cancer, heart disease, lung diseases and diabetes.

When you are ready to quit using tobacco and improve your health and the way you feel, the Blue Cross and Blue Shield of Texas Tobacco Cessation Program can help inspire and support you each step of the way.

When you join the Tobacco Cessation Program, you are Holistic Health Manager who can help you work toward becoming tobacco-free. Through telephone coaching sessions, you and your coach will build a customized plan to quit your way. You'll cover the basics of tobacco cessation, set goals, get rid of barriers, find healthy choices and learn how to notice and manage triggers.

To enroll with a tobacco cessation coach, contact a BCBSTX Personal Health Assistant toll-free at (800) 252-8039.