

# **Presbyterian Health Plan**

## **SUBSCRIBER AGREEMENT AND GUIDE TO YOUR MANAGED CARE PLAN**

### **[Individual Plan Name] HMO Benefit Plans**

Underwritten By Presbyterian Health Plan

[MPC# Pending]  
[SERF# Pending]  
PHPSAHMOHIX\_2013

INDIVIDUAL HMO PLANS

Eff. [DATE]

## **IMPORTANT PHONE NUMBERS AND ADDRESSES**

### **Presbyterian Customer Service Center:**

Address:  
Presbyterian Health Plan  
Attention: Presbyterian Customer Service Center  
P.O. Box 27489  
Albuquerque, New Mexico 87125-7489

**Phone:**  
[(505) 923-5678 or toll-free  
at 1-800-356-2219  
TTY/TDD for the hearing  
impaired: (505) 923-5699  
Or toll-free (877) 298-7407]

### **Prior Authorization:**

Address:  
Presbyterian Health Plan  
Attention: Health Services Department  
P.O. Box 27489  
Albuquerque, New Mexico 87125-7489

**Phone:**  
[(505) 923-5678 or toll-free  
at 1-888-923-5757]

### **Claims:**

Address:  
Presbyterian Health Plan  
Attention: Claims Department  
P.O. Box 27489  
Albuquerque, New Mexico 87125-7489

**Phone:**  
[(505) 923-5678 or toll-free  
at 1-800-356-2219]

### **Appeals and Grievances:**

Address:  
Presbyterian Health Plan, Inc.  
Attention: Grievance Department  
P.O. Box 27489  
Albuquerque, New Mexico 87125-7489

**Phone:**  
[(505) 923-5678 or toll-free  
at 1-800-356-2219]

### **Website:**

[www.phs.org](http://www.phs.org)

## TABLE OF CONTENTS

<b>Welcome .....</b>	<b>11</b>
Our Agreement with You.....	11
Understanding This Agreement .....	12
Customer Assistance.....	13
<b>Member Rights and Responsibilities.....</b>	<b>14</b>
This Section explains your rights and responsibilities under this Agreement and how you can participate on our Consumer Advisory Board.	
Member Rights .....	14
Additional Member Rights and Responsibilities .....	15
Consumer Advisory Board .....	17
<b>How the Plan Works .....</b>	<b>18</b>
This Section explains how your Health Benefit Plan works, how to access your Primary Care Practitioner to get Health Care Services, requirements you must follow when getting care and how to receive Covered Benefits under this Agreement.	
Provider Directory .....	19
Obtaining Health Care .....	19
How to Obtain Primary Care Services.....	19
Women’s Health Care Practitioner/Provider .....	20
Specialist Care. ....	20
Obtaining Care After Normal Physician Office Hours.....	20
In-network Practitioners/Providers .....	21
Out-of-network Practitioners/Providers.....	21
Restrictions on Services Received Outside of PHP Service Area .....	22
National Health Care Practitioners/Providers .....	23
Cost-sharing – Your Out-of-pocket Costs .....	23

Annual Calendar Year Deductible .....	23
Changes to Deductible .....	23
Coinsurance.....	23
Annual Out-of-pocket Maximum .....	24
Office Visit Copayment .....	24
Utilization Management and Quality .....	26
Technology Assessment Committee .....	26
Transition of Care/Continuity.....	26
Advance Directives .....	27
Health Improvement Related Activities.....	27
<b>Prior Authorization.....</b>	<b>28</b>
This Section explains what Covered Health Care Services require Prior Authorization before you receive these services and how to obtain Prior Authorization.	
What is Prior Authorization? .....	28
Prior Authorization Is Required.....	28
Prior Authorization when In-network.....	28
Prior Authorization when Out-of-network.....	29
Services That Require Prior Authorization In or Out-of-network .....	29
Authorizing Inpatient Hospital Admission following an Emergency.....	31
Prior Authorization and your Coverage .....	32
Prior Authorization Decisions – Non-Emergency. ....	32
Prior Authorization Decisions – Expedited (Accelerated) .....	32
Prior Authorization Review – Initial Adverse Determination .....	32

## **Benefits ..... 33**

This Health Care Benefit Plan offers Coverage for a wide range of Health Care Services. This Section gives you the details about your Covered Benefits, Prior Authorization and other requirements, Limitations and Exclusions.

Specifically Covered.....33

Medical Necessity.....33

Care Coordination and Case Management .....33

Health Management Programs.....34

Covered Benefits.....34

- Accidental Injury (Trauma), Urgent Care, Emergency Health Care Services, and Observation Services .....34
- Ambulance Services.....37
- Bariatric Surgery .....38
- Cancer Clinical Trials .....39
- Certified Hospice Care.....41
- Clinical Preventive Health Services.....42
- Complementary Therapies (Limited).....46
- Dental Services (Limited).....47
- Diabetes Services .....48
- Diagnostic Services (tests performed to determine if you have a medical problem or to determine the status of any existing medical conditions).....50
- Durable Medical Equipment, Orthotic Appliances, Prosthetic Devices, Repair and Replacement of Durable Medical Equipment, Prosthetics and Orthotic Devices, Surgical Dressing Benefit, Eyeglasses/Contact Lenses and Hearing Aids.....50
- Family, Infant and Toddler (FIT) Program.....53
- Genetic Inborn Errors of Metabolism Disorders (IEM) .....53
- Habilitative.....54

➤ Home Health Care Services/Home Intravenous Services and Supplies .....	55
➤ Hospital Services – Inpatient .....	56
➤ Hyperbaric Oxygen.....	57
➤ Mental Health Services and Alcohol and Substance Abuse Services.....	57
➤ Nutritional Support and Supplements.....	58
➤ Outpatient Medical Services .....	59
➤ Practitioner/Provider Services .....	60
➤ Prescription Drugs/Medications.....	61
➤ Reconstructive Surgery.....	65
➤ Rehabilitation and Therapy .....	65
➤ Skilled Nursing Facility Care. ....	67
➤ Smoking Cessation Counseling/Program .....	67
➤ Transplants.....	68
➤ Women’s Health Care.....	69

## **General Limitations ..... 74**

This Section explains the general limitations that apply to your Covered Benefits and other Sections of this Agreement.

Benefit Limitations .....	74
---------------------------	----

Coverage While Away from the Service Area .....	74
---	----

Major Disasters .....	74
-----------------------	----

Presbyterian Health Plan (PHP) Continuation.....	74
--	----

Prior Authorization .....	75
---------------------------	----

## **Exclusions ..... 76**

This Section lists Health Care Services that are not Covered for certain benefits in your Health Benefits Plan. All other benefits and services not specifically listed as Covered in the Benefits Section shall be Excluded Services.

## **Claims..... 90**

Your Health Care Covered Benefits are paid according to the conditions outlined in this Section.  
If you paid Practitioners/Providers for services, this Section also outlines the process you should follow if you need to be reimbursed.

Notice of Claim.....90

Claim Forms.....90

In-network Practitioners/Providers .....90

Out-of-network Practitioner/Providers .....90

Procedure for Reimbursement .....91

Services Received Outside the United States .....91

Claim Fraud .....92

## **Effects of Other Coverage..... 93**

This Section explains how we will coordinate benefits should you have medical coverage through another Health Benefits Plan.

Coordination of Benefits.....93

Medicare .....95

Medicaid .....95

Subrogation (Recovering Health Care Expenses from Others) .....95

## **Complaints, Grievances and Appeals ..... 97**

This Section explains how to file a Complaint, Grievance and Appeal.

Overview .....97

Computation of Time .....97

General Requirements and Information Regarding Grievance Procedures .....97

Information About Grievance Procedures .....98

Confidentiality of Your Records and Medical Information .....99

Preliminary Determination .....99

Timeframes for Initial Determinations .....100

Initial Determinations .....100

Notice of Initial Determinations .....	101
Rights Regarding Internal Review of Adverse Determinations .....	102
Timeframes for Internal Review of Adverse Determinations .....	103
[First and Second Internal Review of Adverse Determinations for Group Health Plans	104]
[Internal Panel Review of Adverse Determinations .....	105]
Additional Requirements for Expedited Internal Review of Adverse Determinations ..	106
Notice of Internal Panel Decision .....	107
External Review of Adverse Determinations .....	107
Filing Requirements for External Review of Adverse Determinations .....	109
Acknowledgement of Request for External Review of Adverse Determination and Copy to Health Care Insurer .....	110
Timeframes for External Review and Adverse Determinations .....	111
Criteria for Initial External Review of Adverse Determination by the Office of Superintendent of Insurance Staff.....	111
Additional Criteria for Initial External Review of Experimental or Investigational Treatment Adverse Determinations by the Office of Superintendent of Insurance.....	112
Initial External Review of Adverse Determination by the Office of Superintendent of Insurance Staff .....	112
Hearing Procedures for External Review of Adverse Determinations .....	113
Independent Co-Health Officers (ICOs) .....	114
Superintendent's Decision on External Review of Adverse Determination.....	115
Internal Review of Administrative Grievances.....	116
Initial Internal Review Decision on Administrative Grievance.....	116
Reconsideration of Internal Review.....	117
Decision of Reconsideration Committee .....	117
External Review of Administrative Grievances .....	118



Filing Requirements for External Review of Administrative Grievance.....	119
--	-----

Acknowledgement of Request for External Review of Administrative Grievance and Copy to Health Care Insurer .....	120
---	-----

Review of Administrative Grievance by Superintendent .....	120
--	-----

## **Records ..... 121**

Your medical records are important documents needed in order to administer your Health Benefits Plan. This Section explains how we ensure the confidentiality of these records and how these records are used to administer your plan.

Creation of Non-Medical Records .....	121
---------------------------------------	-----

Accuracy of Information.....	121
------------------------------	-----

Consent for Use and Disclosure of Medical Records .....	121
---	-----

Professional Review.....	121
--------------------------	-----

Confidentiality of Protected Health Information/Medical Records.....	121
--	-----

## **Eligibility, Enrollment, Effective Dates, Termination and Continuation ..... 128**

This Section explains eligibility requirements for Subscribers and/or their Dependents, important effective dates, conditions for Termination of Coverage and continuing Coverage for Members who become ineligible for this Plan.

How You Can Enroll as a Member.....	128
-------------------------------------	-----

Residence of a Dependent Child.....	130
-------------------------------------	-----

Enrollment and Effective Dates .....	132
--------------------------------------	-----

Full, Accurate and Complete Information .....	135
---	-----

Change in Address, Family Status and Employment.....	135
--	-----

Termination of Coverage .....	135
-------------------------------	-----

Continuation of Coverage of your Plan .....	139
---	-----

## **Premium Payment ..... 141**

This Section explains how Premium Payments are to be made to Presbyterian Health Plan

Prepayments .....	141
-------------------	-----

Changes in Prepayments .....	141
------------------------------	-----

## **General Provisions ..... 142**

This Section explains important information and provisions not covered in other Sections of this Agreement.

Amendments .....	142
------------------	-----

Assignment .....	142
Entire Contract .....	142
Execution of Contract - Application for Coverage .....	142
Federal and State Health Care Reform .....	142
Fraud .....	143
Governing Law .....	144
[HSA Note: Health Savings Account Information .....	144]
Identification Cards.....	144
Legal Actions .....	144
Misrepresentation of Information .....	144
Misstatements .....	145
Notice .....	145
Policies and Procedures .....	145
Practitioner/Provider Liability .....	145
Reinstatements .....	145
Right to Examine .....	146
Waiver by Agents .....	145
Workers' Compensation Insurance .....	146
<b>Glossary of Terms .....</b>	<b>147</b>
This Section defines some of the important terms used in this Agreement. Terms defined in this Section will be capitalized throughout the Agreement.	
<b>Exhibit A – Pediatric Vision.....</b>	<b>167</b>
<b>Exhibit B – Healthways Gym Membership .....</b>	<b>169</b>

## WELCOME TO PRESBYTERIAN HEALTH PLAN!

Welcome and thank you for joining Presbyterian Health Plan. We are a Health Care Insurer operated as a division of Presbyterian Healthcare Services, a locally owned New Mexico health care system. When we use the words "Presbyterian Health Plan", "PHP", "we", "us", and "our" in this document, we are referring to Presbyterian Health Plan. When we use the words "you" and "your" we are referring to each Member.

As part of Presbyterian Healthcare Services, the health plan represents an organization with over 100 years of community service to New Mexicans. Our priority has been and will continue to be improving the health of individuals, families and communities. We are working to make sure that you receive quality care and service.

We are pleased to provide you with access to a comprehensive network of Physicians, Hospitals, and outpatient medical Providers, who provide services for your Covered Benefits. We provide utilization management and quality improvement oversight programs with our commitment to Member service. We work closely with you, your Covered Dependents and your health care Practitioners and Providers to provide a quality, affordable health care plan.

### Our Agreement With You

This is your Subscriber Agreement (Agreement) and it is a legal document. This Agreement, along with the *Summary of Benefits and Coverage*, describes the Covered Health Care Benefits and plan features that you and your eligible Dependents may receive when you enroll.

Information you will find in this Agreement includes:

- Your rights and responsibilities as a Member
- Covered Benefits available through this Plan
- How to access services from physicians, Practitioners, Providers and Pharmacies
- Services that require Prior Authorization
- Limitations and Exclusions for certain Covered Benefits
- Coverage for your Dependents who are outside of New Mexico
- A Glossary Of Terms used in this Agreement
- What to do when you need assistance

Throughout this Agreement, we ask you to refer to your *Summary of Benefits and Coverage*. The *Summary of Benefits and Coverage* is a chart that shows some specific Covered Benefits this Plan provides, the amount you may have to pay (Cost Sharing) and the Coverage **Limitations** and **Exclusions**.

Please take time to read this Agreement and *Summary of Benefits and Coverage*, including Benefits, **Limitations**, and **Exclusions**. This Agreement describes your benefits and your rights and responsibilities as our Member. It also gives details on how to choose or change your Primary Care Physician, what limits are placed on certain benefits, and what services are not Covered at all. Understanding how this Plan works can help you make the best use of your Covered Benefits.

You should keep this Agreement, your *Summary of Benefits and Coverage*, and any other attachments or Endorsements you may receive for future reference.

## Understanding This Agreement

We use visual symbols throughout this Agreement to alert you to important requirements, restrictions and information. When one or more of the symbols is used, we will use bold print in the paragraph or section to point out the exact requirement, restriction, and information. These symbols are listed below:



Refer to

**Refer To** – This “Refer To” symbol will direct you to read related information in other sections of the Agreement or *Summary of Benefits and Coverage* when necessary. The Section being referenced will be bolded.



Exclusion

**Exclusion** – This “Exclusion” symbol will appear next to the description of certain Covered Benefits. The Exclusion symbol will alert you that there are some services that are excluded from the Covered Benefits and will not be paid. You should refer to the Exclusion Section when you see this symbol.



Prior Auth  
Required

**Prior Authorization Required** – This “Prior Authorization” symbol will appear next to those Covered Benefits that require our Authorization (approval) in advance of those services. To receive full benefits, your In-network Practitioner/Provider must call us and obtain Authorization before you receive treatment. You must call us if you are seeking services Out-of-network. In the case of a Hospital in-patient admission following an Emergency Room visit, you should call as soon as possible.



Timeframe  
associated  
with this item

**Timeframe Requirement** – This “Timeframe” symbol appears to remind you when you must take action within a certain timeframe to comply with your Plan. An example of a Timeframe Requirement is when you must enroll your newborn within 31 days of birth.



Important  
Information

**Important Information** – This “Important Information” symbol appears when there are special instructions or important information about your Covered Benefits or your Plan that requires special attention. An example of Important Information would be how Dependent Students may receive Covered Benefits.



Call PCSC  
505-923-5678  
1-800-356-2219

**Call Presbyterian Customer Service Center** – This “Call PCSC” symbol appears whenever we refer to our Presbyterian Customer Service Center or to remind you to call us for information.

In addition, some important terms used throughout this Agreement and the *Summary of Benefits and Coverage* will be capitalized. These terms are defined in the Glossary of Terms Section.

## Customer Assistance

### Presbyterian Customer Service Center (PCSC)

If you have any questions about your Health Benefit Plan, please call our Presbyterian Customer Service Center. We have Spanish and Navajo speaking representatives and we offer translation services for more than 140 languages.



Our Presbyterian Customer Service Center representatives are available Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407**. You may visit our website for useful health information and services at [www.phs.org](http://www.phs.org).

### Consumer Assistance Coordinator

If you need assistance completing any of our forms, if you have special needs, or if you need assistance in protecting your rights as a Member, please call our Consumer Assistance Coordinator at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407** or visit our website at [www.phs.org](http://www.phs.org).

### Written Correspondence

You may write to us about any question or concern at the following address:

Presbyterian Health Plan  
Attention: Presbyterian Customer Service Center  
P.O. Box 27489  
Albuquerque, New Mexico 87125- 7489

## MEMBER RIGHTS AND RESPONSIBILITIES

**This Section explains your rights and responsibilities under this Agreement and how you can participate on our Consumer Advisory Board.**

As a Member of Presbyterian Health Plan (PHP) you have specific rights and certain responsibilities.

In accordance with New Mexico Administrative Code, we implement written policies and procedures regarding the rights and responsibilities of Covered Persons. Your rights and responsibilities are important and are explained in this Section and on our website at [www.phs.org](http://www.phs.org).

### Member Rights

The Subscriber Agreement (SA) shall include a complete statement that a Member shall have the right to:

- Available and accessible services when medically necessary, 24 hours per day, 7 days per week for Urgent or Emergency Health Care Services, and for other Health Care Services as defined by the Agreement;
- Be treated with courtesy and consideration, and with respect for the Covered Person's dignity and need for privacy;
- Be provided with information concerning our policies and procedures regarding products, services, Providers, Appeals procedures and other information about Presbyterian Health Plan;
- To choose a Primary Care Practitioner within the limits of the Covered Benefits, plan network, and as provided by this rule, including the right to refuse care of specific Health Care Professionals;
- Receive from the Covered Person's Physician(s) or Provider, in terms that the Covered Person understands, an explanation of his or her complete medical condition, recommended treatment, risk(s) of the treatment, expected results and reasonable medical alternatives, irrespective of our position on treatment options; if the Covered Person is not capable of understanding the information, the explanation shall be provided to his or her next of kin, guardian, agent or surrogate, if available, and documented in the Covered Person's medical record;
- All the rights afforded by law, rule, or regulation as a patient in a licensed Health Care Facility, including the right to refuse medication and treatment after possible consequences of this decision have been explained in language the Covered Person understands;
- Prompt notification, as required in this rule, of termination or changes in benefits, services or Practitioner/Provider network;
- File a Complaint or Appeal with us or the Superintendent and to receive an answer to those Complaints in accordance with existing law;
- Privacy of medical and financial records maintained by us and our Health Care Providers, in accordance with existing law;

- Know upon request of any financial arrangements or provisions between Presbyterian Health Plan and our Practitioners/Providers which may restrict referral or treatment options or limit the services offered to Covered Persons;
- Adequate access to qualified Health Professionals for the treatment of Covered Benefits near where the Covered Person lives or works within our Service Area;
- To the extent available and applicable to us, to affordable health care, with limits on Out-of-pocket expenses, including the right to seek care from a non-participating (Out-of-network) Provider, and an explanation of a Covered Person's financial responsibility when services are provided by a non-participating (Out-of-network) Provider, or provided without required Prior Authorization;
- An approved example of the financial responsibility incurred by a Covered Person when going Out-of-network; inclusion of the entire "billing examples" provided by the Superintendent available on the Division's website at the time of the filing of the plan will be deemed satisfaction of this requirement; any substitution for, or changes to, the Division's "billing examples" requires written approval by the Superintendent, in our Health Care Benefit Plan that provides benefits for Out-of-network Coverage;
- Detailed information about Coverage, Maximum Benefits, and **Exclusions** of specific conditions, ailments or disorders, including restricted Prescription benefits, and all requirements that a Covered Person must follow for Prior Authorization and Utilization Review;
- A complete explanation of why care is denied, an opportunity to Appeal the decision to our internal review, the right to a secondary Appeal, and the right to request the Superintendent's assistance.

## **Additional Member Rights and Responsibilities**

In addition to the rights and responsibilities afforded you by the state, we provide our Members with the following additional rights to:


- Receive information about our organization, our services and benefits, how to access Health Care Services, our Practitioners and Providers, and your rights and responsibilities;
- Have a clear, private and candid discussion about appropriate or Medically Necessary treatment options for your medical condition regardless of cost or benefit Coverage;
- Participate with your Practitioner/Provider in making decisions about your health care;
- Refuse care, treatment, medication or a specific Practitioner/Provider, after the consequences of your decision have been explained in a language that you understand;
- Seek a second opinion for surgery from another In-network Practitioner/Provider when you need additional information regarding recommended treatment or requested care;
- Receive Health Care Services in a non-discriminatory fashion. This means that you may not be denied Covered Services on the basis of race, color, sex, sexual preference, age, handicap, cultural

or educational background, religion or national origin, economic or health status or source of payment for care. If you have a disability you have the right to receive any information in an alternative format in compliance with the Americans with Disabilities Act;

- Make recommendations regarding our Members' rights and responsibilities policies;
- Make your wishes known through an Advance Directive regarding health care decisions, such as living wills or right-to-die directives, consistent with federal and state laws and regulations;
- Choose a surrogate decision maker to assist with care decisions. If you are unable to understand your medical care, to have the health care explanation provided to the next of kin, guardian, agent or surrogate if available, and recorded in your medical record including, where appropriate, a medical release that you signed authorizing release of medical information;
- Receive a Certificate of Creditable Coverage when your enrollment under this Agreement terminates.

You and or your legal guardian/representative have the responsibility to:

- Provide, whenever possible, the information that we and your Practitioners/Providers need in order to provide services or care and to oversee the quality of those services or care;
- Follow the plans and instructions for care that you have agreed upon with your treating Practitioner/Provider. You may, for personal reasons, refuse to accept treatment recommended by Practitioners/Providers. Practitioners/Providers may regard such refusal as incompatible with continuing the Practitioner/Provider-patient relationship and as obstructing the provision of proper medical care;
- Understand your health problems and to participate in developing mutually agreed upon treatment plans and goals;
- Review your Subscriber Agreement and if you have questions, contact our Presbyterian Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. **at (505) 923-5678 or toll-free at 1-800-356-2219.** Hearing impaired users may call our **TTY line at (505) 923-5699 or toll-free at 1-877-298-7407.** You may visit our website at [www.phs.org](http://www.phs.org) for clarification of Benefits, **Limitations**, and **Exclusions** outlined in this Subscriber Agreement;
- Notify us within 31 days of any change of name, address, telephone number, marital status, eligible Dependents or newborns;
- Immediately notify us of any loss or theft of your PHP Identification Card;
- Refuse to allow any other person to use your PHP Identification Card;
- Advise a Practitioner/Provider of your Coverage with us at the time of service. You may be required to pay for services if you do not inform your Practitioner/Provider of our Coverage;
- Pay all required, pre-determined Cost Sharing (Copayments, Coinsurance, Deductible) at the time services are rendered when amounts due are made clear at that time;



Call PCSC  
505-9235768  
1-800-356-2219



- Pay for all services obtained prior to the effective date of this Agreement and subsequent to its termination or cancellation;
- Insure that all information you give to us in Applications for enrollment, questionnaires, forms or correspondence is true and complete;
- Be informed of the potential consequences of providing us with incorrect or incomplete information as described in this Agreement;
- Obtain Prior Authorization as described in the Prior Authorization Section;
- Pay any charges over Usual, Customary and Reasonable.

## Consumer Advisory Board

We have established a Consumer Advisory Board and we want your participation. This board meets quarterly and provides Members' perspectives, as health care consumers, on the products and services that we offer. In addition, we share information with the Consumer Advisory Board on how well the health plan is performing. The information we receive is very valuable and helps us improve the health of individuals, families and communities. If you are interested in serving on our Consumer Advisory Board, please call our Presbyterian Customer Service Center, Monday through Friday 7:00 am to 6:00 pm, at **(505) 923-5678 or toll free 1-800-356-2219**. Hearing impaired users may call our **TTY line at (505) 923-5699, TTY or (877) 298-7407**. You may also visit our website at [www.phs.org](http://www.phs.org).

 Call PCSC  
505-923-5678  
1-800-356-

## HOW THE PLAN WORKS

**This Section explains how your Health Benefit Plan works, how to access your Primary Care Practitioner to get Health Care Services, requirements you must follow when getting care and how to receive Covered Benefits under this Agreement.**

This plan is an “HMO” (Health Maintenance Organization). People who receive Health Care Benefits through an HMO are sometimes called “Enrollees” or “Subscribers. We strive to work closely with Subscribers, their Covered Dependents, and their health care Practitioners/Providers to prevent illness and provide quality, cost-effective health care. Because of this close working relationship, we consider our Enrollees and Subscribers to be Members of our health plan.

[This plan is a fully qualified High Deductible Health Plan (HDHP) which means that you must meet an individual or family Deductible before any benefits (including pharmacy benefits) are paid out by PHP. Once the Deductible is met, you will be required to pay a Coinsurance (in most cases) or portion of the cost of the Covered services that are provided. This is explained in greater detail in the General Information Section.]

[Some preventive benefits are not subject to the Deductible. This means you can access this benefit and the plan will pay even if you have not met the individual or family Deductible. Please see the “Clinical Preventive Services” benefit on your *Summary of Benefits and Coverage* for further information. Prescription Drugs are not part of the Clinical Preventive Services benefit and thus, are subject to the Deductible and Coinsurance listed in the *Summary of Benefits and Coverage*.

[This Plan is qualified for use in conjunction with a Health Savings Account (HSA). Please see the “HSA Note(s)” posted throughout this document. Please remember, though, that this booklet describes only the medical/surgical benefits available to you. HSAs are not administered by PHP and are regulated by the United States Department of the Treasury (United States Treasury). For more information, please see the United States Treasury’s website at: <http://www.ustreas.gov/offices/public-affairs/hsa>.]

We require that:



- You must physically live in the State of New Mexico (our Service Area) unless you are a Dependent and meet all of the terms and conditions for such Coverage as outlined in the **Eligibility, Enrollment and Effective Dates, Termination and Continuation of Coverage** Section.
- You must be under the age of 65.
- You and/or your Dependents cannot be eligible for Medicare due to age, illness or disability.
- All of your healthcare services are provided by In-Network Contract Practitioner/Providers, except for Urgent and Emergency Health Care Services situations. Please refer to the Benefits Section **Accidental Injury / Urgent Care / Emergency Health Care Services / Observation / Trauma Services**.



- You select a Primary Care Physician (PCP) from the Provider Directory to coordinate all of your care.
- You pay your pre-determined Cost Sharing (Deductible, Coinsurance and/or Copayment) at the time you receive Covered Services. We will reimburse the Practitioner/Provider the balance for Covered Services based upon Total Allowable Charges (some services may not require a Cost Sharing Deductible, Coinsurance and/or Copayment). Refer to your ***Summary of Benefits and Coverage*** to find Covered Services subject to Cost Sharing amounts.



To receive care under our plan, you must select an In-network Primary Care Physician to manage your health care needs. Your Primary Care Physician will be able to meet most of these needs. A list of Practitioners/Providers who serve as In-network Primary Care Physicians may be found in the Provider Directory. Primary Care Physicians include, but are not limited to, General Practitioners, Family Practice Physicians, Internists, Pediatricians, and Obstetricians/Gynecologists (if applicable). As a Member of the health plan, you may choose as your Primary Care Physician any doctor or Nurse Practitioner on that list.

**If you do not designate a Primary Care Physician on your enrollment form, we will select one for you.**

## Provider Directory

You will find our Primary Care Physicians close to where you live and work across the State. The Provider Directory is available on our website at [www.phs.org](http://www.phs.org) or by calling our Presbyterian Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407**.



The Provider Directory is subject to change and you should always verify the Practitioner/Provider's network status by visiting our website at [www.phs.org](http://www.phs.org).

## Obtaining Health Care

### How to Obtain Primary Care Services

To receive care under this plan, you and all Covered Members of your family must select an In-network Primary Care Physician (PCP) to manage your health care needs. Primary Care Physicians include, but are not limited to, General Practitioners, Family Practice Physicians, Internists, Pediatricians and Obstetricians/Gynecologists (if applicable).

Establishing a relationship with your Primary Care Physician is an important part of your health care Benefits. Remember to contact or see your PCP before you seek medical treatment. Your PCP's role extends far beyond treating you when you are ill; he or she understands the importance of preventing illness and promoting healthier lifestyles. Your PCP expects to manage all of your health concerns and develop an understanding of your health history.

You may want to ask relatives or friends if they have a PCP they would recommend. A Physician may not be a PCP for him/herself or immediate family members. If you do not designate a PCP on



your enrollment form, PHP will select one for you. You may change your PCP by contacting our Presbyterian Customer Service Center. The requested change will be effective the next business day after you call our Presbyterian Customer Service Center.

## Women's Healthcare Provider/Practitioner

Any female Member age 13 or older may select an In-Network Women's Healthcare Practitioner/Provider listed as a PCP in our Provider Directory as her Primary Care Physician. In addition, a female Member age 13 or older who has not selected a Women's Healthcare Practitioner/Provider as her Primary Care Physician may consult with an In-network Women's Healthcare Provider/Practitioner, without a referral from her Primary Care Physician, for any gynecological service.

## Specialist Care

As our Member, you must carefully follow all procedures and conditions for obtaining care from specialists and/or Out-of-network Practitioners/Providers. We no longer require a paper referral from your Primary Care Physician (PCP) for your visits to specialists. However, it is important to your health care that your PCP is included in the decisions about the specialists that you visit. Your PCP continues to be your partner for good health and is the best person to help you determine your needs for specialty care.

Effective communication about your medical history and treatment between your PCP and the specialists that provide care for you is very important so that the best decisions can be made about your medical care. We recommend that you contact your PCP's office regarding your desire to visit a specialist.

Please note that some specialists may require written referral even though we do not. Certain procedures require Prior Authorization. Your In-network Practitioner/Provider must obtain this Prior Authorization before providing these services to you. Please refer to the **Prior Authorization Section** of this Agreement.



## Obtaining Care After Normal Physician Office Hours

Most Physicians offer an after-hours answering service. For non-emergency situations, you should phone your Primary Care Physician. The name and address of your PCP appears on your Identification Card. You will also find the phone number of your PCP in the Provider Directory.

If Emergency Health Care Services are needed, you should call 911, or seek treatment at an emergency room. If in need of Urgent Care, you may seek treatment at an Urgent Care Center that is available and open for business. Please note that some Urgent Care Centers are not open after 8:00 p.m. In such circumstances, it may be necessary to use an emergency room for care that is needed on an urgent basis. Please refer to the **Benefits Section, Accidental Injury / Urgent Care / Emergency Health Services / Observation /Trauma Services Benefits Section** of this Agreement for a detailed description of Coverage for Urgent and Emergency Health Care Services.



## In-Network Practitioners/Providers

In-network Practitioners/Providers, including Primary Care Physicians, specialists, facilities and ancillary Health Care Professionals, must be utilized, except in cases of an emergency. Members are responsible for paying the appropriate Cost Sharing (Copayment and/or Coinsurance) directly to the Practitioner/Provider at the time services are rendered when such amounts are clearly specified by the Practitioner/Provider.

Hospital Inpatient Admission and some other Health Care Services require our review and Prior Authorization before the services are provided. If you seek care from an In-network Practitioner/Provider, your In-network Practitioner/Provider will notify us and handle all aspects of your care. If that Practitioner/Provider fails to obtain a required Prior Authorization and the claim is denied, you will not be held accountable for those charges. Please refer to the **Prior Authorization Section** for complete details on Prior Authorization.



Refer to

Generally you will not have claims to file or papers to fill out in order for a claim to be paid. The Practitioner/Provider will bill us directly for the cost of services. Most services require Cost Sharing (Deductible, Coinsurance and/or Copayments) at the time of service. The amount of Cost Sharing for each service can be found in your **Summary of Benefits and Coverage**. In-network Practitioners and Providers cannot bill you for any additional costs over and above your Cost Sharing amounts.



Refer to

We do not require our In-network Practitioners/Providers to comply with any specified numbers, targeted averages, or maximum duration of patient visits.

## Out-of-network Practitioners/Providers

Out-of-network Practitioners/Providers are health care Practitioners/Providers, including non-medical facilities, who have not entered into an agreement with us to provide Health Care Services to PHP Members.

Covered Health Care Services obtained from an Out-of-network Practitioner/Provider **or outside the Service Area will not be Covered** unless such services are not reasonably available from an In-network Practitioner/Provider or in cases of an emergency. You will not pay higher or additional Cost Sharing amounts under such circumstances.

Services provided by an Out-of-network Practitioner/Provider, except Emergency services, require that your Primary Care Physician request and obtain written approval (Authorization) from our Medical Director **BEFORE** services are rendered. Otherwise, **you will be responsible for payment**. Please refer to the **Prior Authorization Section** for more information on Prior Authorization requirements.



Refer to

If the services of an Out-of-network Practitioner/Provider are required, your In-network Practitioner/Provider must request and obtain Prior Authorization from our Medical Director **BEFORE** services are performed, otherwise, we will not Cover the services and you will be responsible for payment.

Before the Medical Director may deny a request for specialist services that are unavailable from an In-Network Practitioner/Provider, the request must be reviewed by a specialist similar to the type of specialist to whom the Prior Authorization is requested.

In determining whether a Prior Authorization to an Out-of-network Practitioner/Provider is reasonable, we will consider the following circumstances:

- Availability – The In-network Practitioner/Provider is not reasonably available to see you in a timely fashion as dictated by the clinical situation.
- Competency – The In-network Practitioner/Provider does not have the necessary training or expertise required to render the service or treatment.
- Geography – The In-network Practitioner/Provider is not located within a reasonable distance from your residence. A “reasonable distance” is defined as travel that would not place you at any medical risk.
- Continuity – If the requested Out-of-network Practitioner/Provider has a well-established professional relationship with you and is providing ongoing treatment of a specific medical problem, you will be allowed to continue seeing that specialist for a minimum of 30 days as needed to ensure continuity of care.
- Any Prior Authorization requested simply for your convenience **will not be considered to be reasonable.**

**Services of an Out-of-network Practitioner/Provider will not be Covered** unless this Prior Authorization is obtained prior to receiving the services. **You may be liable for the charges** resulting from failure to obtain Prior Authorization for services provided by the Out-of-network Practitioner/Provider.

Out-of-network Practitioners/Providers may require you to pay them in full at the time of service. You may have to pay them and then file your claim for reimbursement with us. We will only pay this claim if the service provided was Authorized by us or was due to an Urgent or Emergency Health Care Services situation.

## **Restrictions on Services Received Outside of the PHP Service Area**



Emergency Health Care Services and/or Urgent Care services outside of the State of New Mexico will be Covered. For Emergency Health Care Services and/or Urgent Care services received outside of New Mexico, you may seek services from the nearest appropriate facility where Emergency Health Care Services / Urgent Care services may be rendered.

## **National Health Care Practitioner/Provider Network**

When receiving Urgent or Emergency Health Care Services outside of the State of New Mexico you can help reduce the cost of such services by seeking care from one of our National Health Care Provider Network Practitioners/Providers. These cost savings can help minimize future premium increases.



For additional information regarding National Health Care Practitioner/Providers please call our Presbyterian Customer Service Center prior to obtaining services Monday through Friday from 7:00 a.m. to 6:00 p.m. at (505) 923-5678 or toll-free at 1-800-356-2219. Hearing impaired users may call the TTY line at (505) 923-5699 or toll-free 1-877-298-7407.

## Cost-sharing – Your Out-of-pocket Costs

Many Health Care Services you receive from In-network and Out-of-network Practitioners and Providers require some payment from you. We refer to these payments as Cost Sharing. These are your Out-of-pocket costs and may be Deductibles, Coinsurance and/or Copayment amounts.

## Annual Calendar Year Deductible

Certain services are subject to an Annual Calendar Year Deductible. The Annual Calendar Year Deductible is the amount you and your Covered Dependents must pay for Covered Health Care Services each Calendar Year before we begin to pay Covered Benefits for that Member. The Annual Calendar Year Deductible may not apply to all Health Care Services. Refer to your *Summary of Benefits and Coverage* for the amount of your Annual Calendar Year Deductible.



For Single coverage, the annual Calendar Year Deductible requirement is fulfilled when one Member meets the individual Deductible listed in the *Summary of Benefits and Coverage*.

For double or family coverage, with two or more enrolled Members, the **entire** Family Deductible must be met before benefits will be paid for the family. However, if one (family) Member reaches the Individual Deductible amount before the Family has met the Family Deductible, the Plan will begin paying benefits for that Member who has met the Individual Deductible. The Family and Individual Deductible amounts are listed in the *Summary of Benefits and Coverage*.

## Changes to Deductible

Changes to the Deductible may only be made at renewal.

## Coinsurance

Certain services are subject to a Coinsurance amount. Coinsurance is the percentage of Covered charges that you and your Covered Dependents must pay directly to the In-network Practitioner/Provider for Covered Services after the Annual Calendar Year Deductible has been met. After you pay your Coinsurance amount, we will pay our percentage of the charges. Coinsurance is included in your Annual Out-of-pocket Maximum. The amount of your Coinsurance for each service can be found in your *Summary of Benefits and Coverage*.



## Annual Out-of-pocket Maximum

This Plan includes an Annual Out-of-pocket Maximum amount to help protect you and your Covered Dependents from high-cost catastrophic health care expenses. The Annual Out-of-pocket Maximum is the most you will pay in Cost Sharing in a Calendar Year for certain Covered Services. After you have met your Annual Out-of-pocket Maximum in a Calendar Year, we pay 100% of the cost for Covered Services, for the remainder of that Calendar Year, up to the







maximum benefit amount, if any. Refer to your *Summary of Benefits and Coverage* for the Plan Annual Out-of-pocket Maximum.

For single coverage, the Out-of-pocket Maximum requirement is fulfilled when one Member meets the Individual Out-of-pocket Maximum listed in the *Summary of Benefits and Coverage*.

For double or family coverage, with two or more enrolled Members, the **entire** Family Deductible must be met before benefits will be paid at 100%. However, if one (family) Member reaches the Individual Out-of-pocket maximum amount before the Family has met the Family Out-of-pocket maximum benefits will be paid at 100% for that Member who has met the Individual Out-of-pocket maximum. The Family and Individual Out-of-pocket maximums amounts are listed in the *Summary of Benefits and Coverage*.

The Annual Out-of-pocket Maximum includes Deductible, Coinsurance and Copayments. **It does not include** non-covered charges including charges incurred after the benefit maximum has been reached. PHP pays 100% of Covered charges after the Out-of-pocket Maximum is met.



To inquire about the status of your specific Annual Out-of-pocket Maximum, you may call our Presbyterian Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407**.

## Office Visit Copayment

If your Plan has an Office Visit Copayment, this is the amount of Cost Sharing you must pay each time you have an office visit with an In-network Practitioner/Provider. This Copayment is for the office visit only. All other services provided during the visit are subject to other Cost Sharing (Deductible and Coinsurance). Refer to your *Summary of Benefits and Coverage* for all Cost Sharing Copayment, Deductible and Coinsurance amounts.



## Utilization Management and Quality

We may review medical records, claims, and requests for Covered Services to establish that the services are/were medically Necessary, delivered in the appropriate setting, consistent with the condition reported and with generally accepted standards of medical and surgical practice in the area where performed and according to the findings and opinions of our professional medical consultants. Utilization management decisions are based only on appropriateness of care and service. We do not reward Practitioners or other Health Care Professionals conducting Utilization Review for denying coverage or services and we do not offer incentives to encourage underutilization.

## Technology Assessment Committee

We have a process to continuously evaluate evolving medical technologies, which include medical procedures, drugs and devices. In-network Practitioners from our Provider Network and the community along with other clinical staff are responsible for this process and are known as the Technology Assessment Committee.



The Technology Assessment Committee evaluates new technologies and/or new applications of existing technologies, determines the value of the new technology, and recommends whether the technology should be a specified Covered Benefit of your Plan. Factors to be considered include safety, comparison to existing drugs, procedures and technology, cost and effectiveness of the new technology, and clinical skills and training of those proposing to provide the new technology.

## **Transition of Care/Continuity**

If you are in an ongoing course of treatment with an In-network Practitioner/Provider and that Provider/Practitioner becomes an Out-of-network Practitioner/Provider, you will be allowed to continue care from this Practitioner/Provider for a transitional period of time.

- If a Member's health care Practitioner/Provider leaves the PHP network, the Member may continue an ongoing course of treatment with that Practitioner/Provider for a transitional period of no less than 30 days.
- This "transitional period rule" does not apply for any Practitioner/Provider who has been terminated from the network for reasons related to medical competence, professional misbehavior, or circumstances involving fraud and abuse.

Please contact our Health Services Department at **1-888-923-5757** Monday through Friday from 8:00 a.m. to 5:00 p.m. for further information on Transition of Care/Continuity of Care.

## **Advance Directives**

Advance Directives are the legal documents in which you give written instructions about your health care if in the future you cannot speak for yourself. You have the right to make choices about your own health care and the right to choose someone else to make health care decisions for you. Advance Directives help health care workers care for people.

## **Health Improvement Related Activities**

We may offer incentives to Covered Persons to promote the delivery of preventive care or other health improvement activities. Health improvement activities may include participation in disease management programs, educational health programs or surveys regarding your understanding of your Covered Benefits. Your participation is strictly voluntary. The level and type of incentives will be determined based upon the nature of the preventive care or health improvement activity.

## **PRIOR AUTHORIZATION**

**This Section explains what Covered Health Care Services require Prior Authorization before you receive these services and how to obtain Prior Authorization. This is not an exhaustive list. Further information can be obtained through your PCP or at our website at [www.phs.org](http://www.phs.org).**

Before you are admitted as an Inpatient to a Hospital, Skilled Nursing Facility or other facility or before you receive certain Covered Health Care Services and supplies, you must request and obtain approval, known as Authorization. All diabetes related services are provided in accordance with State law. For diabetes related services, please refer to the Diabetes Services section.

### **What is Prior Authorization?**

Prior Authorization is a clinical evaluation process to determine if the requested Health Care Service is Medically Necessary, a Covered Benefit, and if it is being delivered in the most appropriate health care setting. Our Medical Director or other clinical professional will review the requested Health Care Service and, if it meets our requirements for Coverage and Medical Necessity, it is Authorized (approved) before those services are provided.

The Prior Authorization process and requirements are regularly reviewed and updated based on various factors including evidence-based practice guidelines, medical trends, Practitioner/Provider participation, state and federal regulations, and our policies and procedures.

A Prior Authorization will specify the length of time for which the Authorization is valid, which in no event shall be for more than twenty-four (24) months. You may revoke an Authorization at any time.

A consumer or customer who is the subject of nonpublic personal information may revoke an authorization provided pursuant to this rule at any time, subject to the rights of an individual who acted in reliance on the authorization prior to notice of the revocation.

### **Prior Authorization Is Required**

Certain services and supplies are Covered Benefits only if we Authorize them prior to the actual service or delivery of supplies. Authorization means our decision that a Health Care Service requested by your Practitioner/Provider or by you has been reviewed and, based upon information available, meets our requirements for Coverage and Medical Necessity, and the requested Health Care Service is therefore approved.

If a required Prior Authorization is not obtained for services by Out-of-Network Practitioners/Providers, except for Emergency Care, the Member will be responsible for the resulting charges. Services provided beyond the scope of the Prior Authorization are not Covered.

## Prior Authorization when In-network

When you seek specific Covered Services from In-network Practitioners/Providers, our In-network Practitioner/Provider is responsible for obtaining Prior Authorization from us before providing the Covered Services, except for Emergency Care. You will not be liable for charges resulting from the In-network Practitioner's/Provider's failure to obtain the required Prior Authorization.

## Prior Authorization when Out-of-network

**Covered services obtained from an Out-of-network Practitioner/Provider or outside New Mexico will not be Covered** unless such services are not reasonably available from an In-network Practitioner/Provider or in cases of an emergency.



If required medical services are not available from In-network Practitioners/Providers, the **Primary Care Physician must request Prior Authorization and obtain written Authorization** from our Medical Director before you may receive Out-of-network services. **Services of an Out-of-network Practitioner/Provider will not be Covered** unless this Authorization is obtained prior to receiving the services. You may be responsible for charges resulting from failure to obtain Prior Authorization for services provided by the Out-of-network Practitioner/Provider.

In determining whether a referral to an Out-of-network Practitioner/Provider is necessary, we, in consultation with your referring In-network Physician and/or PCP will consider the following circumstances:

- Availability – The In-network Practitioner/Provider is not reasonably available to see you in a timely fashion as dictated by the clinical situation.
- Competency – The In-network Practitioner/Provider does not have the necessary training or expertise required to render the service or treatment.
- Geography – The In-network Practitioner/Provider is not located within a reasonable distance from the patient's residence. A "reasonable distance" is defined as travel that would not place you at any medical risk.
- Continuity – If the requested Out-of-network Practitioner/Provider has a well-established professional relationship with you and is providing ongoing treatment of a specific medical problem, you will be allowed to continue seeing that specialist for a minimum of thirty (30) days as needed to ensure continuity of care.
- Any Prior Authorization requested simply for your convenience will not be considered to be reasonable.

## Services That Require Prior Authorization In or Out-of Network

Prior Authorization is required for Inpatient admissions, and all services related to the inpatient admission before you receive these services In-network or Out-of-network from any Practitioner/Provider, Health Care Facility or other Health Care Professional. Our network of

Practitioners/Providers will obtain Prior Authorization for you when you receive care In-network. You are responsible for obtaining Prior Authorization before you receive care Out-of-network, except for Emergency Care.



If you want to know more about Prior Authorization, please call our Presbyterian Customer Service Center, as soon as possible before services are provided, Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407**. You may also visit our website at **[www.phs.org](http://www.phs.org)**.



The following services and supplies require Prior Authorization In-network and Out-of-network. Refer to the **Benefits Section** for detailed information about these services.



Please Note: Due to the ever-changing nature of health care services, this is not an all-inclusive list. For access to the most current list, you may contact our Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407**. You may also visit our website at **[www.phs.org](http://www.phs.org)**.

- Acute Medical Detoxification
- All Hospital admissions, Inpatient non-emergent
- Autism Spectrum Disorder
- Bariatric Services and Surgery for the treatment of obesity
- Bone Growth Stimulator
- Certified Hospice Care
- Computed Axial Tomography (CAT) scans in an outpatient setting
- Durable Medical Equipment
- Cancer Clinical Trials (Investigational/Experimental)
- Electroconvulsive Therapy (ECT)
- Foot Orthotics
- Home Health Care Services/Home Health Intravenous Drugs
- Hyperbaric Oxygen
- Injectable Drugs, (includes Specialty Medications and Medical Drugs)
- Magnetic Resonance Imaging (MRI) in an outpatient setting

- Non-emergency care when traveling outside the U.S.
- Nutritional Supplements
- Observation Services greater than 24 hours
- Organ transplants
- Orthotics
- Positron Emission Tomography (PET) scans in an outpatient setting
- Prescription Drugs/Medications
- Prosthetic Devices
- Reconstructive and potentially cosmetic procedures
- Selected Surgical/Diagnostic procedures
- Skilled Nursing Facility care
- Sleep Disorder Studies in an outpatient setting
- Special Inpatient services for example, private room and board and/or special duty nursing
- Special Medical Foods
- Surgical Procedures
- Temporo/Craniomandibular Joint Disorders (TMJ/CMJ)
- Transcranial Magnetic Stimulation Treatment – Planning, Delivery and Management
- Transplant Services
- Virtual Colonoscopy
- Wireless Capsule Endoscopy

### **Authorizing Inpatient Hospital Admission following an Emergency**

You do not need to get Prior Authorization when you receive Emergency Health Care Services. If you are admitted as an Inpatient to the Hospital following your Emergency Health Care Services your Practitioner/Provider or you should contact us as soon as possible.



## Prior Authorization and Your Coverage

Obtaining **Prior Authorization** does not guarantee your eligibility for coverage, or that benefits will be paid.

- Eligibility and benefits are based on the date you received the services, not the date you received Prior Authorization.
- If you lose Coverage under this plan, services received after Coverage ends will not be Covered, even if we provided Prior Authorization.

## Prior Authorization Decisions – Non-Emergency

We will evaluate non-emergent Prior Authorization requests and advise you and your Practitioner/Provider of our decision within five (5) working days.

## Prior Authorization Decision – Expedited (Accelerated)

If your medical condition requires that we make a Prior Authorization decision quickly, we will notify you and your Practitioner/Provider of an expedited decision, within twenty-four (24) hours of our receipt of the written or verbal request for an expedited decision.

## Prior Authorization Review – Initial Adverse Determination

If we do not approve the Prior Authorization request (Adverse Determination) we will notify you and your Practitioner/Provider by telephone (or as required by your medical situation) within twenty-four (24) hours of making our decision.

We will also notify you and your Practitioner/Provider of the Adverse Determination by written or electronic communication sent within one (1) working day of a telephone notice. Our notice will include:

- Reasons for a Medical Necessity denial including why the requested health care service is not Medically Necessary.
- The reason for a denial based on lack of coverage and a reference to all health care plan provisions on which the denial is based and a clear and complete explanation of why the Health Care Service is not Covered.
- An explanation of how you may request our internal review of our Adverse Determination including any forms that must be used and completed.




Please see the **Complaints, Grievances and Appeals Section** for information regarding how to request an internal review of any Adverse Determinations that we make.

## BENEFITS

**This Health Care Benefit Plan offers Coverage for a wide range of Health Care Services. This Section gives you the details about your benefits, and other requirements, Limitations and Exclusions.**

### Specifically Covered

 This Health Care Benefit Plan helps pay for health care expenses that are Medically Necessary and Specifically Covered in this Agreement. Specifically Covered means only those Health Care Benefits that are expressly listed and described in the **Benefits Section** of the Agreement. In addition, you should refer to the **Exclusions Section** that lists services that are not Covered under your Health Care Benefit Plan. All other benefits and services not specifically listed as Covered in the Benefits Section shall be **excluded, except for Clinical Preventive Health Services**.

We determine whether a Health Care Service or supply is a specifically Covered Benefit. The fact that a Practitioner/Provider has prescribed, ordered, recommended, or approved a Health Care Service or supply does not guarantee that it is a Covered Benefit even if it is not listed as an **Exclusion**.

Specifically Covered Benefits are subject to the **Limitations, Exclusions, Prior Authorization** and other provisions of this Agreement.

### Medical Necessity

This Health Care Benefit Plan helps pay for health care expenses that are Medically Necessary and specifically Covered in this Agreement. **Clinical Preventive Services do not have to be “Medically Necessary”.**

Medical Necessity or Medically Necessary means Health Care Services determined by a Practitioner/Provider, in consultation with Presbyterian Health Plan (PHP), to be appropriate or necessary, according to any applicable generally accepted principles and practices of good medical care or practice guidelines developed by the federal government, national or professional medical societies, boards and associations, or any applicable clinical protocols or practice guidelines we developed consistent with such federal, national, and professional practice guidelines, for the diagnosis or direct care and treatment of a physical, behavioral or mental health condition, illness, injury, or disease.

**Experimental or Investigational drugs, medicines, treatments, procedures, or devices are not Covered.**

### Care Coordination and Case Management

Case Coordination and Case Management are provided by our Integrated Care Solutions Department which is staffed with registered nurses, social workers, health educators, behavioral health specialists and non-licensed care coordinators that coordinate Covered and non-Covered Health Care Services for you when you have ongoing or complex diagnoses.

The role of the care manager is to support and educate you and other Members, so that you are able to make informed health care decisions. Our ongoing communication and visits to you and to other Members who may have a chronic illness can trigger prompt intervention and help in the prevention of avoidable episodes of illness. We are committed to the personal service that care management provides to you when you are in need.

When you are in the Hospital, our care managers work with the Hospital, their discharge planners and your Practitioners to make sure you get the appropriate level of care and to coordinate your care after you leave the Hospital.

Disease management lifestyle coaches work with you to help you better manage your chronic disease, such as diabetes, coronary artery disease or congestive heart failure. Care is focused on helping you identify goals and desires for improving management of your chronic disease.

## Health Management Programs

Our clinically trained Health Care Professionals work with your Practitioners/Providers to help enhance your quality of life in three areas: Staying healthy, Living with illness, and Getting Better. We help you reach optimum health through Clinical Preventive Health Services (such as Screening Mammography and childhood immunizations) as well as with disease management for conditions such as asthma, depression, diabetes, smoking cessation, and high-risk pregnancies.

If you would like more information about these services, please call our Presbyterian Customer Services at **(505) 923-6980 or toll-free 1-800-923-6980** Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our TTY number at **(505) 923-5699 or toll-free at (877) 298-7407**. Also, visit our website at [www.phs.org](http://www.phs.org).

## Covered Benefit

### ➤ **Accidental Injury (Trauma), Urgent Care, Emergency Health Care Services, and Observation Services**

**This benefit has one or more exclusions as specified in the Exclusions Section.**

- **Urgent Care**

Urgent Care is Medically Necessary medical or surgical procedures, treatments, or Health Care Services you receive in an Urgent Care Center or in a Practitioner's/Provider's office for an unforeseen condition due to illness or injury. Urgent conditions are not life-threatening, but require prompt medical attention to prevent a serious deterioration in your health.

- Members are encouraged to contact their Primary Care Physicians for an appointment, if available, before seeking care from another Practitioner/Provider.
- We must Prior-Authorize follow-up care by an Out-of-network Practitioner/Provider.  
**The Member will be responsible for charges that we do not Cover.**





If you believe the condition to be treated is life threatening, you should seek Emergency Health Care Services as outlined below.

- **Emergency Health Care Services**

- This Agreement covers acute Emergency Health Care Services 24 hours per day, 7 days per week, when those services are needed immediately to prevent jeopardy to your health. You should seek medical treatment from an In-network Practitioner/Provider or facility whenever possible.
- If you cannot reasonably access an In-network Facility, we will arrange to Cover the care at an Out-of-Network facility without additional cost. Whether Out-of-network Emergency Health Care Service is appropriate will be determined by the Reasonable/Prudent Layperson standard discussed below.

In determining whether you acted as a Reasonable/Prudent Layperson we will consider the following factors:

- ◆ A reasonable person's belief that the circumstances required immediate medical care that could not wait until the next working day or the next available appointment
- ◆ The presenting symptoms
- ◆ Any circumstance that prevented you from using our established procedures for obtaining Emergency Health Care Services
- Coverage for trauma services and all other Emergency Health Care Services will continue at least until you are medically stable, do not require critical care, and can be safely transferred to an In-network facility based on the judgment of the attending Physician in consultant with us and in accordance with federal law.
- We will provide reimbursement when you, acting in good faith, obtain Emergency Health Care Services for what reasonably appears to you, acting as a Reasonable/Prudent Layperson, to be an acute condition that requires immediate medical attention, even if your condition is later determined to not be an emergency.
- Prior Authorization is not required for Emergency Health Care Services. If you are admitted as an Inpatient to the Hospital, you or your Practitioner needs to notify us as soon as possible so we can review your Hospital stay.
- We will not deny a claim for Emergency Health services when the Member was referred to the emergency room by his or her PCP or by our representative.



**Timeframe  
associated  
with this item**



- If your Emergency Health services results in a hospitalization directly from the emergency room, you are responsible for paying the Inpatient Hospital Cost Sharing amounts (Deductible, Coinsurance and/or Copayment) rather than the emergency room visit Copayment. Refer to your *Summary of Benefits and Coverage* for the Cost Sharing amount.



Prior Auth  
Required

- For Emergency Health Care Services received Out-of-network and/or outside of New Mexico (our Service Area), you may seek Emergency Health Care Services from the nearest appropriate facility where Emergency Health Care Services can be rendered. **Non-emergent follow-up care received outside of New Mexico is not Covered** unless transfer to an In-network Practitioner/Provider would be medically inappropriate and a risk to your health. In such circumstances, we must Authorize the Health Care Services. **Non-emergent follow-up care outside of New Mexico is not Covered** for your convenience or preference. **You are responsible for any such charges that we do not Authorize.**

- Follow-up care from an Out-of-network Practitioner/Provider requires our Prior Authorization.

- **Observation Services**

Observation services are defined as Outpatient services furnished by a Hospital and Practitioner/Provider on the Hospital's premises. These services may include the use of a bed and periodic monitoring by a Hospital's nursing staff which are reasonable and necessary to:

- Evaluate an outpatient's condition
- Determine the need for a possible admission to the Hospital
- When rapid improvement of the patient's condition is anticipated or occurs



Prior Auth  
Required

When a Hospital places a patient under Outpatient Observation, it is based upon the Practitioner's/Provider's written order. To transition from Observation to an Inpatient admission, our level of care criteria must be met. The length of time spent in the Hospital is not the sole factor determining Observation versus Inpatient stays. Medical criteria will also be considered. **Observation Services for greater than 24 hours will require Prior Authorization.** It is the responsibility of the facility to notify us.



Refer to

All Accidental Injury (trauma), Urgent Care, Emergency Health Care Services, and Observation Services whether provided within or outside of our Service Area are subject to the **Limitations** listed in the **Limitations Section** and the **Exclusions listed in the Exclusions Section.**

## ➤ Ambulance Services

The following types of Ambulance Services are Covered: (1) Emergency Ambulance Services, (2) High-Risk Ambulance Services, and (3) Inter-facility Transfer services.

- **Emergency Ambulance Services** are defined as ground or air Ambulance Services delivered to a Member who requires Emergency Health Care Services under circumstances that would lead a Reasonable/Prudent Layperson acting in good faith to believe that transportation in any other vehicle would endanger your health. **Emergency Ambulance Services are Covered only under the following circumstances:**
  - Within New Mexico, to the nearest In-network facility where Emergency Health Care Services and treatment can be rendered, or to an Out-of-network facility if an In-network facility is not reasonably accessible. Such services must be provided by a licensed Ambulance Service, in a vehicle that is equipped and staffed with life-sustaining equipment and personnel.
  - Outside of New Mexico, to the nearest appropriate facility where Emergency Health Care Services and treatment can be rendered. Such services must be provided by a licensed Ambulance Service, in a vehicle that is equipped and staffed with life-sustaining equipment and personnel.
  - We will not pay more for air Ambulance Services than we would have paid for ground Ambulance Services over the same distance unless your condition renders the utilization of such ground transportation services medically inappropriate.
  - In determining whether you acted in good faith as a Reasonable/Prudent Layperson when obtaining Emergency Ambulance Services, we will take the following factors into consideration:
    - ◆ Whether you required Emergency Health Care Services, as defined above
    - ◆ The presenting symptoms
    - ◆ Whether a Reasonable/Prudent Layperson who possesses average knowledge of health and medicine would have believed that transportation in any other vehicle would have endangered your health
    - ◆ Whether you were advised to seek an Ambulance Service by your Practitioner/Provider or by our staff. Any such advice will result in reimbursement for all Medically Necessary services rendered, unless otherwise limited or **excluded** under this Agreement
    - ◆ Ground or air Ambulance Services to any Level I or II or other appropriately designated trauma/burn center according to established emergency medical services triage and treatment protocols

Ambulance Service (ground or air) to the coroner's office or to a mortuary is not Covered, unless the Ambulance had been dispatched prior to the pronouncement of death by an individual authorized under state law to make such pronouncements.

- **High-Risk Ambulance Services** are defined as Ambulance Services that are:

- Non-emergency
- Medically Necessary for transporting a high-risk patient
- Prescribed by your Practitioner/Provider

Coverage for High-Risk Ambulance Services is limited to:

- Air Ambulance Service when Medically Necessary. However, we will not pay more for air Ambulance Service than we would have paid for transportation over the same distance by ground Ambulance Services, unless your condition renders the utilization of such ground Ambulance Services medically inappropriate.
  - Neonatal Ambulance Services, including ground or air Ambulance Service to the nearest Tertiary Care Facility when necessary to protect the life of a newborn.
  - Ground or air Ambulance Services to any Level I or II or other appropriately designated trauma/burn center according to established emergency medical services triage and treatment protocols.
- **Inter-facility Transfer Ambulance Services** are defined as ground or air Ambulance Service between Hospitals, Skilled Nursing Facilities or diagnostic facilities. Inter-facility transfer services are Covered only if they are:
    - Medically Necessary
    - Prescribed by your Practitioner/Provider
    - Provided by a licensed Ambulance Service in a vehicle which is equipped and staffed with life-sustaining equipment and personnel

➤ **Bariatric Surgery**



**This benefit has one or more exclusions as specified in the Exclusions section.**

**Exclusion**

Surgical treatment of morbid obesity (bariatric surgery) is Covered only if it is Medically Necessary as defined in this Agreement.

- Bariatric surgery is Covered for patients with a Body Mass Index (BMI) of 35 kg/m<sup>2</sup> or greater who are at high risk for increased morbidity due to specific obesity related co-morbid medical conditions; and

- Is a Covered Benefit only if a Member meets this criteria and all other requirements of the Agreement.



**Prior Auth  
Required**

**Prior Authorization** is required and services must be performed at an In-network facility that is designated by Presbyterian Health Plan, and designated as a bariatric surgery Center of Excellence by Centers for Medicare and Medicaid Services (CMS).

## ➤ **Cancer Clinical Trials**



**Exclusion**

**This benefit has one or more exclusions as specified in the Exclusions section**

Routine patient care costs that are incurred as a result of participation in a Cancer Clinical Trial in New Mexico are Covered.

- Routine patient care costs mean:
  - Medical service or treatment that is a benefit under this Health Benefits Plan that would be Covered if the patient were receiving standard cancer treatment or
  - A drug provided to a patient during a Cancer Clinical Trial if the drug has been approved by the United States Food and Drug Administration (FDA), whether or not that organization has approved the drug for use in treating the patient's particular condition, but only to the extent that the drug is not paid for by the manufacturer, distributor or provider of the drug.
- Routine patient care costs are Covered for Members in a Cancer Clinical Trial if:
  - The Cancer Clinical Trial is undertaken for the purposes of the prevention of or the prevention of reoccurrence, early detection, or treatment of cancer for which no equally or more effective standard cancer treatment exists.
  - The Cancer Clinical Trial is not designed exclusively to test toxicity or disease pathophysiology and it has a therapeutic intent.
  - The Cancer Clinical Trial is being provided in New Mexico as part of a scientific study of a new therapy or intervention.
  - There is no non-Investigational treatment equivalent to the Cancer Clinical Trial.
  - There is a reasonable expectation shown in clinical or pre-clinical data that the Cancer Clinical Trial will be at least as efficacious as any non-Investigational alternative.
  - There is a reasonable expectation based on clinical data that the medical treatment provided in the Cancer Clinical Trial will be at least as effective as any other medical treatment.

- Pursuant to the patient informed consent, Presbyterian is not liable for damages associated with the treatment provided during any phase of a Cancer Clinical Trial.
- The Cancer Clinical Trial is being conducted with the approval of at least one of the following:
  - One of the federal National Institutes of Health
  - A federal National Institutes of Health cooperative group or center
  - The federal Department of Defense
  - The United States Food and Drug Administration (FDA) in the form of an investigational new drug application
  - The federal Department of Veterans Affairs
  - A qualified research entity that meets the criteria established by the federal National Institutes of Health for grant eligibility
- The personnel providing the Cancer Clinical Trial or conducting the study:
  - Are providing the Cancer Clinical Trial or conducting the study within their scope of practice, experience and training and volume of patients treated to maintain their expertise.
  - Agree to accept reimbursement as payment in full from the health plan at the rates that are established by that plan and are not more than the level of reimbursement applicable to other similar services provided by health care Practitioners/Providers within the plan's provider network.
  - Agree to provide written notification to the health plan when a patient enters or leaves a Cancer Clinical Trial.
- If services are not available from an In-network Practitioner/Provider, we will cover services of an Out-of-network Practitioner/Provider only if the Out-of-network Practitioner/Provider agrees to accept our normal reimbursement for similar services and services are provided in New Mexico.
- Any care related to the Cancer Clinical Trial that is Investigational requires **Prior Authorization**. Other medical services that are not Investigational may require **Prior Authorization** as described in the **Prior Authorization Section**.



Prior Auth  
Required

## ➤ Certified Hospice Care



**This benefit has one or more exclusions as specified in the Exclusions section.**

### Exclusion



### Prior Auth Required

Benefits for Inpatient and in-home Hospice services are Covered if you are terminally ill. Services must be provided by an approved Hospice program during a Hospice benefit period and will not be Covered to the extent that they duplicate other Covered Services available to you. Benefits that are provided for by a Hospice or other facility require approval by your Practitioner/Provider and our **Prior Authorization**.

The Hospice benefit period is defined as follows:

- Beginning on the date your Practitioner/Provider certifies that you are terminally ill with a life expectancy of six months or less.
- Ending six months after it began, unless you require an extension of the Hospice benefit period below, or upon your death.
- If you require an extension of the Hospice benefit period, the Hospice must provide a new treatment plan and your Practitioner/Provider must **re-authorize** your medical condition to us. We will not Authorize more than one additional Hospice benefit period.
- You must be a Covered Member throughout your Hospice benefit period.

The following services are Covered:

- Inpatient Hospice care
- Practitioner/Provider visits by Certified Hospice Practitioner/Providers
- Home Health Care Services by approved home health care personnel
- Physical therapy
- Medical supplies
- Prescription Drugs and Medication for the pain and discomfort specifically related to the terminal illness
- Medical transportation
- Respite care (care that provides a relief for the care-giver) for a period not to exceed five continuous days for every 60 days of Hospice care. No more than two respite care stays will be available during a Hospice benefit period.



Where there is not a certified Hospice program available, regular Home Health Care Services benefits will apply. Refer to the **Home Health Care Services/Home Intravenous Services and Supplies** Section of this Agreement.

## ➤ **Clinical Preventive Health Services**



### **Exclusion**

**This benefit has one or more exclusions as specified in the Exclusions section.**

We will provide Coverage for Clinical Preventive Health Services without any Cost Sharing at an age and frequency as determined by your In-network Practitioner/Provider.

Clinical Preventive Health Services Coverage is provided for services under four broad categories:

- Screening and Counseling Services
- Routine Immunizations
- Adult Preventive Services
- Childhood Preventive Services
- Preventive Services for Women

### **Screenings and Counseling Services**

Screenings and counseling services will provide coverage for evidence-based services that have a rating of A or B in the current recommendations of the U.S. Preventive Services Task Force for individuals in certain age groups or based on risk factors. Key screenings include:

- Preventive Physical Examinations
- Health appraisal exams, laboratory and radiological tests, and early detection procedures for the purpose of a routine physical exam
- Periodic tests to determine metabolic, blood hemoglobin, blood pressure, blood glucose level, and blood cholesterol level, or alternatively, a fractionated cholesterol level including a Low-Density Lipoprotein (LDL) level and a High-Density Lipoprotein (HDL) level
- Periodic stool examination for the presence of blood for all persons 40 years of age or older
- Colorectal cancer screening in accordance with the evidence-based recommendations established by the United States Preventive Services Task Force for determining the presence of pre-cancerous or cancerous conditions and other health problems including:
  - Fecal occult blood testing (FOBT)





Prior Auth  
Required

- Flexible Sigmoidoscopy
- Colonoscopy
- Virtual Colonoscopy - Requires **Prior Authorization**
- Double contrast barium enema



Refer to

- Smoking Cessation Program - Refer to **Smoking Cessation Counseling/Program in this Section.**
- Screening to determine the need for vision and hearing correction
- Periodic glaucoma eye test
- Preventive screening services including screening for depression, diabetes, cholesterol, obesity, various cancers, HIV and sexually transmitted infections, as well as counseling for drug and Tobacco use, healthy eating and other common health concerns.
- Health education and consultation from In-network Practitioners/Providers to discuss lifestyle behaviors that promote health and well-being including, but not limited to, the consequences of Tobacco use, and/or smoking control, nutrition and diet recommendations, and exercise plans. For Members 19 years of age or older, health education also includes information related to lower back protection, immunization practices, breast self-examination, testicular self-examination, use of seat belts in motor vehicles and other preventive health care practices.

### **Routine Immunizations**

Routine Immunization includes Coverage for Adult and Child Immunizations (shots or vaccines), in accordance with the recommendations of:

- The American Academy of Pediatrics
- The Advisory Committee on Immunization Practices
- The U.S. Preventive Services Task Force
  - Immunizations for routine use in children, adolescents, and adults that have, in effect, a recommendation from the Advisory Committee on Immunizations Practices of the Centers for Disease Control and Prevention (Advisory Committee) with respect to the individual involved.
  - HPV Vaccine coverage for the Human Papillomavirus as approved by the United States Food and Drug Administration (FDA) and in accordance with all applicable federal and state requirements and the guidelines established by the Advisory Committee on Immunization Practices (ACIP).

## Childhood Preventive Health Services

Childhood Preventive Health Services includes Coverage for Well-Child Care in accordance with the recommendations of the American Academy of Pediatrics.

- With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA). Key preventive care includes:
  - Health appraisal exams, laboratory and radiological tests, and early detection procedures for the purpose of a routine physical exam or as required for participation in sports, school, or camp activities.
  - Hearing and Vision screening for correction. This does not include routine eye exams or Eye Vision and Hearing screening to determine Refractions performed by eye care specialists. One Eye Refraction per Calendar Year is Covered for children under age six when Medically Necessary to aid in the diagnosis of certain eye diseases.
  - [Pediatric Vision – Please refer to Exhibit A at the end of this Agreement for benefit coverage and details.]
  - Behavioral Assessments
  - Screening for Alcohol and drug use, anemia, blood pressure, congenital hypothyroidism, depression, developmental development and surveillance, dyslipidemia, hematocrit/hemoglobin or sickle cell, lead, obesity, oral health, sexuality transmitted diseases, Phenylketonuria (PKU) and Tuberculin testing.
  - Counseling from Practitioners/Providers to discuss lifestyle behaviors that promote health and well-being including, but not limited to, the consequences of Tobacco use, and/or smoking control, nutrition and diet recommendations, and exercise plans. For Members under 19 years of age, this includes (as deemed appropriate by the Member's Practitioner/Provider or as requested by the parents or legal guardian) education information on Alcohol and Substance Abuse, sexually transmitted diseases, and contraception.



## Preventive Health Services for Women

Preventive Services for Women include all Clinical Preventive Health Services discussed in this Benefits Section and those specific to Women.

- Well-woman visits to include adult and female-specific screenings and preventive benefits
  - Breastfeeding comprehensive support, supplies and counseling from trained providers, as well as access to breastfeeding supplies, for pregnant and nursing women are covered for one year after delivery.

- Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling, not including abortifacient drugs.
  - ◆ Methods of preferred generic oral contraceptives, injectable contraceptives or contraceptive devices. For a complete list of these preferred products, please see the Presbyterian Pharmacy website at <http://www.phs.org> “zero copayment – covered under the Patient Protection and Affordable Care Act”.
- Counseling for HIV, sexually transmitted diseases and domestic violence and abuse.
- Domestic and interpersonal violence screening and counseling for all women.
- Gestational diabetes screening for women 24 to 28 weeks pregnant and those at high risk of developing gestational diabetes.
- Human Immunodeficiency Virus (HIV) screening and counseling for sexually active women.
- Human Papillomavirus (HPV) DNA Test: High risk HPV DNA testing every three years for women with normal cytology results who are 30 or older.
- HPV Vaccine coverage for the Human Papillomavirus as approved by the United States Food and Drug Administration (FDA) and in accordance with all applicable federal and state requirements and the guidelines established by the Advisory Committee on Immunization Practices (ACIP).
- Screenings and Counseling for pregnant women including screenings for anemia, bacteriuria, Hepatitis B, and Rh incompatibility and breast feeding counseling.
- Sexually Transmitted Infections (STI) counseling for sexually active women.
- Sterilization services for women only. Other services performed during the procedure are subject to deductible and coinsurance as outlined in your *Summary of Benefits and Coverage*.
- Well–woman visits to obtain recommended preventive services for women.



Refer to



Important  
Information

You can obtain additional information about Women’s Preventive Services recommendations and guidelines on our website at [www.phs.org](http://www.phs.org) and at the HealthCare.gov website at <http://www.healthcare.gov/prevention>.

## ➤ Complementary Therapies



**This Benefit has one or more exclusions as specified in the Exclusions section.**

Exclusion

### • Acupuncture



Important  
Information

- Acupuncture is treatment by means of inserting needles into the body to reduce pain or to induce anesthesia. It may also be used for other diagnoses as determined appropriate by the Practitioner/Provider.
- It is recommended that Acupuncture be part of a coordinated plan of care approved by your Practitioner/Provider.



Refer to

Acupuncture services are limited to a Calendar Year maximum benefit. Refer to your *Summary of Benefits and Coverage* for this maximum.

### • Chiropractic Services



Important  
Information

Chiropractic services are available for specific medical conditions and are not available for maintenance therapy such as routine adjustments. Chiropractic services are subject to the following:

- The Practitioner/Provider determines in advance that Chiropractic treatment can be expected to result in Significant Improvement in your condition within a period of two months.
- Chiropractic treatment is specifically limited to treatment by means of manual manipulation; i.e., by use of hands, and other methods of treatment approved by us including, but not limited to, ultrasound therapy.
- Subluxation must be documented by Chiropractic examination and documented in the chiropractic record. We do not require Radiologic (X-ray) demonstration of Subluxation for Chiropractic treatment.



Refer to

Chiropractic services are limited to a Calendar Year maximum benefits. Refer to your *Summary of Benefits and Coverage* for this maximum.

### • Biofeedback



Important  
Information

Biofeedback is **only Covered** for treatment of Raynaud's disease or phenomenon and urinary or fecal incontinence.



Refer to

Biofeedback is limited to a Calendar Year maximum benefit. Refer to your *Summary of Benefits and Coverage* for this maximum.

## ➤ Dental Services (Limited)



**This benefit has one or more exclusions as specified in the Exclusions section.**

### Exclusion

Dental benefits will be provided in connection with the following conditions when deemed Medically Necessary except in an emergency situation as described in the **Accidental Injury (trauma), Urgent Care, Emergency Health Care Services and Observation Services Section**. Covered Services are as follows:



Refer to

- Accidental Injury to sound natural teeth, jawbones or surrounding tissue. **Dental injury caused by chewing, biting, or Malocclusion is not considered an Accidental Injury and will not be Covered.**
- The correction of non-dental physiological conditions such as, but not limited to, cleft palate repair that has resulted in a severe functional impairment.
- The treatment for tumors and cysts requiring pathological examination of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
- Hospitalization, day surgery, Outpatient and/or anesthesia for non-Covered dental services, are Covered, if provided in a Hospital or ambulatory surgical center for dental surgery, with our approval of a **Prior Authorization** request. Plan benefits for these services include coverage:
  - For Members who exhibit physical, intellectual or medically compromising conditions for which dental treatment under local anesthesia, with or without additional adjunctive techniques and modalities cannot be expected to provide a successful result and for which dental treatment under general anesthesia can be expected to produce superior results.
  - For Members for whom local anesthesia is ineffective because of acute infection, anatomic variation or allergy.
  - For Covered Dependent children or adolescents who are extremely uncooperative, fearful, anxious, or uncommunicative with dental needs of such magnitude that treatment should not be postponed or deferred and for whom lack of treatment can be expected to result in dental or oral pain or infection, loss of teeth or other increased oral or dental morbidity.
  - For Members with extensive oral-facial or dental trauma for which treatment under local anesthesia would be ineffective or compromised.
  - For other procedures for which Hospitalization or general anesthesia in a Hospital or ambulatory surgical center is Medically Necessary.
- Oral surgery that is Medically Necessary to treat infections or abscess of the teeth that involved the fascia or have spread beyond the dental space.



Prior Auth  
Required

- Removal of infected teeth in preparation for an Organ transplant, joint replacement surgery or radiation therapy of the head and neck.
- **Temporo/Craniomandibular Joint Disorders (TMJ/CMJ)**



**Prior Auth  
Required**

The surgical and non-surgical treatment of Temporo/Craniomandibular Joint disorders (TMJ/CMJ) such as arthroscopy, physical therapy, or the use of Orthotic Devices (TMJ splints) are subject to the same conditions, limitations, and require **Prior Authorization** as they apply to treatment of any other joint in the body.

## ➤ **Diabetes Services**



**This Benefit has one or more exclusions as specified in the Exclusions section.**

**Exclusion** Covered Benefits are provided if you have with insulin dependent (Type I) diabetes, non-insulin dependent (Type 2) diabetes, and elevated blood glucose levels induced by pregnancy (gestational diabetes). We will guarantee Coverage for the equipment, appliances, Prescription Drug/Medications, insulin or supplies that meet the United States Food and Drug Administration (FDA) approval, and are the medically accepted standards for diabetes treatment, supplies and education.

- Diabetes Education (**Limited**). The following benefits are available when received from a Practitioner/Provider who is approved to provide diabetes education:
  - Medically Necessary visits upon the diagnosis of diabetes
  - Visits following a Practitioner/Provider diagnosis that represents a significant change in condition or symptoms requiring changes in the patient's self-management
  - Visits when re-education or refresher training is prescribed by a health care Practitioner/Provider with prescribing authority
  - Telephonic visits with a Certified Diabetes Educator (CDE)
  - Medical nutrition therapy related to diabetes management

Approved diabetes educators must be part of our In-Network Practitioners/Providers who are registered, certified or licensed Health Care Professional with recent education in diabetes management.

- Diabetes supplies and services. The following equipment, supplies, appliances, and services are Covered when prescribed by your Practitioner/Provider and when obtained through a designated network Provider. These items require the use of approved brands and must be purchased at an In-network Pharmacy, Preferred vendor or Preferred Durable Medical Equipment (DME) supplier. Please contact our Presbyterian Customer Service Center from 7:00 am to 6:00 pm at **(505) 923-5678 or toll-free at 1-800-356-**

  
Call PCSC  
505-923-5678  
1-800-356-2219

**2219. TTY users may call toll-free 1-877-298-7407.** You may also visit their website at [www.phs.org](http://www.phs.org) for further information.



**Prior Auth  
Required**



**Refer to**

- Insulin pumps when Medically Necessary, prescribed by an In-network endocrinologist
- Specialized monitors/meters for the legally blind
- Medically Necessary Covered Podiatric appliances for prevention of foot complications associated with diabetes. Refer to the **Durable Medical Equipment Benefits Section**.
- Preferred Prescriptive diabetic oral agents for controlling blood sugar levels – Refer to your **Formulary** for Preferred agents
- Glucagon emergency kits
- Preferred Insulin - Refer to your **Formulary** for Preferred Insulin
- Syringes
- Injection aids, including those adaptable to meet the needs of the legally blind
- Preferred Blood glucose monitors/meters – Refer to your **Formulary** for Preferred monitors
- Preferred Test strips for blood glucose monitors – Refer to your **Formulary** for Preferred Test strips
- Lancets and lancet devices
- Visual reading urine and ketone strips

➤ **Diagnostic Services (tests performed to determine if you have a medical problem or to determine the status of any existing medical conditions)**



**Exclusion**

**These benefits may have one or more exclusions as specified in the Exclusions section.**



**Refer to**

- Coverage is provided for Diagnostic Services when Medically Necessary and provided under the direction of your Practitioner/Provider. Some services require Prior Authorization. Refer to the Prior Authorization Section for **Prior Authorization** requirements.



**Prior Auth  
Required**

- Examples of Covered procedures include, but are not limited to, the following:
  - Computerized Axial Tomography (CAT) scans – requires **Prior Authorization**

- Magnetic Resonance Angiogram (MRA) tests, Magnetic Resonance Imaging (MRI) tests – require **Prior Authorization**
- Sleep disorder studies in home or facility – requires **Prior Authorization**
- Bone density studies
- Clinical laboratory tests
- Gastrointestinal lab procedures
- Pulmonary function tests
- Radiology/X-ray services

➤ **Durable Medical Equipment, Orthotic Appliances, Prosthetic Devices, Repair and Replacement of Durable Medical Equipment, Prosthetics and Orthotic Devices, Surgical Dressing Benefit, Eyeglasses/Contact Lenses and Hearing Aids**



These benefits may have one or more exclusions as specified in the Exclusions section.

**Exclusion**

- **Durable Medical Equipment**



**Prior Auth  
Required**

Durable Medical Equipment is equipment that is Medically Necessary for treatment of an illness or Accidental Injury or to prevent further deterioration. This equipment is designed for repeated use, and includes items such as oxygen equipment, functional wheelchairs, and crutches. All Durable Medical Equipment requires **Prior Authorization**. Only Durable Medical Equipment considered standard and/or basic as defined by nationally recognized guidelines are Covered.

- **Orthotic Appliances**



**Prior Auth  
Required**

Orthotic Appliances include braces and other external devices used to correct a body function including clubfoot deformity. Orthotic Appliances must be Medically Necessary and require **Prior Authorization**.

Orthotic Appliances are subject to the following **limitations**:

- Foot Orthotics or shoe appliances are not Covered, except for our Members with diabetic neuropathy or other significant neuropathy. Custom fabricated knee-ankle-foot orthoses (KAFO) and ankle-foot orthoses (AFO) are Covered for our Members in accordance with nationally recognized guidelines.



**Refer to**

Orthotic Appliances are **limited** to a Calendar Year maximum. Refer to your *Summary of Benefits and Coverage* for this maximum.



- **Prosthetic Devices**



**Prior Auth  
Required**

Prosthetic Devices are artificial devices, which replace or augment a missing or impaired part of the body. The purchase, fitting and necessary adjustments of Prosthetic Devices and supplies that replace all or part of the function of a permanently inoperative or malfunctioning body part are Covered when they replace a limb or other part of the body, after accidental or surgical removal and/or when the body's growth necessitates replacement. Prosthetic Devices must be Medically Necessary and require **Prior Authorization**.

Examples of Prosthetic Devices include, but are not limited to:

- breast prostheses when required because of mastectomy and prophylactic mastectomy
- artificial limbs
- prosthetic eye
- prosthodontic appliances
- penile prosthesis
- joint replacements
- heart pacemakers
- tracheostomy tubes and cochlear implants



**Refer to**

Prosthetic Devices are **limited** to a Calendar Year maximum. Refer to your *Summary of Benefits and Coverage* for this maximum.

- **Repair and Replacement of Durable Medical Equipment, Prosthetics and Orthotic Devices**



**Prior Auth  
Required**

- Repair and replacement of Durable Medical Equipment, Prosthetics and Orthotic Devices requires **Prior Authorization, except when provided for diabetes related services**. All diabetes related services are provided in accordance with State law. Please refer to the Diabetes Services section.
- Repair and replacement is Covered when Medically Necessary due to change in your condition, wear or after the product's normal life expectancy has been reached.
- One-month rental of a wheelchair is Covered if you owned the wheelchair that is being repaired.

- **Surgical Dressing**

Surgical dressings that require a Practitioner's/Provider's prescription, and cannot be purchased over the counter, are Covered when Medically Necessary for the treatment of a wound caused by, or treated by, a surgical procedure.

- **Gradient compression stockings** are Covered for:

- Severe and persistent swollen and painful varicosities, or lymphedema/edema or venous insufficiency not responsive to simple elevation.
- Venous stasis ulcers that have been treated by a Practitioner/Provider or other Health Care Professional requiring Medically Necessary debridement (wound cleaning).

- **Lymphedema wraps** and garments prescribed under the direction of a lymphedema therapist are Covered.



- **Eyeglasses and Contact Lenses (Limited)**

The following will only be Covered:

- Contact lenses are Covered for the correction of aphakia (those with no lens in the eye) or keratoconus. This includes the Eye Refraction examination.
- One pair of standard (non-tinted) eyeglasses (or contact lenses if Medically Necessary) is Covered within 12 months after cataract surgery or when related to Genetic Inborn Error of Metabolism. This includes the Eye Refraction examination, lenses and standard frames.

- **Hearing Aids**

Hearing Aids and the evaluation for the fitting of Hearing Aids are not Covered except for school-aged children under 18 years old (or under 21 years of age if still attending high school):



- Every 36 months per hearing impaired ear for school-aged children under 18 years old (or under 21 years of age if still attending high school). Refer to your ***Summary of Benefits and Coverage*** for your Cost Sharing (Deductible, Coinsurance and/or Copayment) amount.
- Shall include fitting and dispensing services, including ear molds as necessary to maintain optimal fit, as provided by an In-network Practitioner/Provider licensed in New Mexico.

## ➤ **Family, Infant and Toddler (FIT) Program**

Important  
Information

Coverage for children, from birth up to age three under the Family, Infant and Toddler Program (FIT) administered by the Department of Health, provided eligibility criteria are met, is provided for Medically Necessary early intervention services provided as part of an individualized family service plan and delivered by certified and licensed personnel in accordance with state law. Benefits used under this Section will not be applied to your Annual Calendar Year Deductible or Annual Out-of-Pocket Maximum.



## ➤ **Genetic Inborn Errors of Metabolism Disorders (IEM)**

Exclusion

**This benefit has one or more exclusions as specified in the Exclusions section.**



Important

Important  
Information

Coverage is provided for diagnosing, monitoring, and controlling of disorders of Genetic

Medically Necessary

Inborn Errors of Metabolism (IEM) where there are standard methods of treatment, when requirements listed in this Agreement. **Medical services provided by licensed Health Care**

Professionals, including Practitioners/Providers, dietitians and nutritionists with specific training in managing Members diagnosed with IEM are Covered.

Covered Services include:

- Nutritional and medical assessment
- Clinical services
- Biochemical analysis
- Medical supplies
- Prescription Drugs/Medications – Refer to **Prescription Drugs/Medications Section**
- Corrective lenses for conditions related to Genetic Inborn Errors of Metabolism
- Nutritional management
- Special Medical Foods are dietary items that are specially processed and prepared to use in the treatment of Genetic Inborn Errors of Metabolism to compensate for the metabolic abnormality and to maintain adequate nutritional status when we approve the **Prior Authorization request** and when provided under the on-going direction of a qualified and licensed health care Practitioner/Provider team.



Prior Auth  
Required



Refer to

Refer to your **Summary of Benefits and Coverage** for applicable Cost Sharing amounts (office visit Copayments, Inpatient Hospital, outpatient facility, Prescription Drug/Medications and other related Deductibles, Copayments, and Coinsurance).

## ➤ **Habilitative**

### • **Autism Spectrum Disorder**

The diagnosis and treatment for Autism Spectrum Disorder is covered for children, from birth to age nineteen (19) or up to age twenty-two (22) if enrolled in high school, in accordance with state mandated benefits as follows:

- Diagnosis for the presence of Autism Spectrum Disorder when performed during a Well-Child or well-baby screening and/or
- Treatment through speech therapy, occupational therapy, physical therapy and Applied Behavioral Analysis (ABA) to develop, maintain, restore and maximize the functioning of the individual, which may include services that are habilitative or rehabilitative in nature

These services are **only Covered when a treatment plan is provided to our Health Services Department prior to services being obtained.** The Health Services Department will review the treatment plans in accordance with state mandated benefits.

**Important  
Information**

Autism Spectrum Disorder Services must be provided by Practitioners/Providers who are certified, registered or licensed to provide these services.

**Limitation** – Services received under the federal Individuals with Disabilities Education Improvement Act of 2004 and related state laws that place responsibility on state and local school boards for providing specialized education and related services to children three (3) to twenty-two (22) years of age who have Autism Spectrum Disorder are not Covered under this Plan.

## **Home Health Care Services/Home Intravenous Services and Supplies**



**Exclusion**

**This benefit has one or more exclusions as specified in the Exclusions section.**

Home Health Care Services are Health Care Services provided to you when you are confined to the home due to physical illness. Home Health Care Services requires **Prior Authorization** and your Practitioner's/Provider's approved plan of care.



**Prior Auth  
Required**

- Any Practitioner's/Provider's prescription and **Prior Authorization** must be renewed at the end of each 60-day period. We will not impose a limitation on the number of related hours per visit.
- Home Health Care Services shall include Medically Necessary skilled intermittent Health Care Services provided by a registered nurse or a licensed practical nurse; physical, occupational, and/or respiratory therapist and/or speech pathologist. Intermittent Home Health aide services are only Covered when part of an approved plan of care which includes skilled services.

- Such services may include collection of specimens to be submitted to an approved laboratory facility for analysis.
- Medical equipment, Prescription Drugs and Medications, laboratory services and supplies deemed Medically Necessary by a Practitioner/Provider for the provision of health services in the home, except Durable Medical Equipment, will be Covered.



**Prior Auth  
Required**

- The following Home Health Care Services will be Covered when we approve a **Prior Authorization** request:
  - Home health care or home intravenous services as an alternative to Hospitalization, as determined by your Practitioner/Provider
  - Total parenteral and enteral nutrition as the sole source of nutrition
  - Medical Drugs: (Medications obtained through the medical benefit): Medical Drugs are defined as medications administered in the office or facility (including Home Health Care) that require a Health Care Professional to administer. These medications include, but are not limited to, injectable, infused, oral or inhaled drugs. They may involve unique distribution and may be required to be obtained from our In-network Specialty Pharmacy vendor. Some Medical Drugs will require **Prior Authorization** before they can be obtained. Office-administered applies to all Outpatient settings including, but not limited to, physician's offices, emergency rooms, Urgent Care Center and outpatient surgery facilities.
  - For a complete list of Medical Drugs to determine which require **Prior Authorization** and what drugs are mandated to our In-network Specialty Pharmacy, please see the Presbyterian Pharmacy website at [www.phs.org](http://www.phs.org). You may call our Presbyterian Customer Service Center for more information at **(505) 923-5678 or toll-free 1-800-356-2219** Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our **TTY number at (505) 923-5699 or toll-free at (877) 298-7407**.



**Call PCSC  
505-923-5678  
1-800-356-2219**

## ➤ Hospital Services - Inpatient



**This benefit has one or more exclusions as specified in the Exclusions section.**

### **Exclusion**

Inpatient means you have been admitted by a health care Practitioner/Provider to a Hospital for the purposes of receiving Hospital services. Eligible Inpatient Hospital services are acute care services provided when you are a registered bed patient and there is a room and board charge. Admissions are considered Inpatient based on Medical Necessity, regardless of the length of time spent in the Hospital.



**Prior Auth  
Required**

Hospital admissions (Inpatient, non-emergent) require **Prior Authorization**.

Inpatient services provided by Out-of-network Practitioners/Providers or facilities are not Covered except as provided in **How This Plan Works, Accidental Injury / Urgent Care /Emergency Health Services / Observation / Trauma Services, and Eligibility, Enrollment and Termination and Continuation Sections** of this Agreement.

Inpatient Hospital benefits also includes Acute Medical Detoxification.

### ➤ **Hyperbaric Oxygen Therapy**



**Prior Auth  
Required**

Hyperbaric Oxygen Therapy is a covered benefit only if the therapy is proposed for a condition recognized as one of the accepted indications as defined by the Hyperbaric Oxygen Therapy Committee of The Undersea and Hyperbaric Medical Society (UHMS). Hyperbaric Oxygen Therapy is **Excluded** for any other condition. Hyperbaric Oxygen Therapy requires **Prior Authorization** and services must be provided by your In-network Practitioner/Provider in order to be Covered.

### ➤ **Mental Health Services and Alcoholism and Substance Abuse Services**



**This benefit has one or more exclusions as specified in the Exclusions section.**

#### **Exclusion • Mental Health Services**



**Refer to**

Some mental health services require Prior Authorization. The In-network Behavioral Health Practitioners/Providers will be responsible for obtaining Prior Authorization, when required. For Out-of-network Services, Members need to contact our Behavioral Health Department to obtain Prior Authorization, when required. Please refer to the **Prior Authorization Section** for services that require Prior Authorization. For assistance or for questions related to mental health services, you may call our Behavioral Health Department directly at **(505) 923-5470 or toll-free at 1-800-453-4347**.



**Prior Auth  
Required**

- Partial Hospitalization can be substituted for the Inpatient mental health services when our Behavioral Health Department approves the **Prior Authorization** request. Partial Hospitalization is a non-residential, Hospital-based day program that includes various daily and weekly therapies.
- Acute medical detoxification benefits are Covered under Inpatient and Outpatient Medical services found in the Benefits Section. All services require **Prior Authorization**.

#### **• Alcohol and Substance Abuse Services**



**Prior Auth  
Required**

- To obtain Alcoholism/Substance Abuse services, Members may contact our Behavioral Health Department at **(505) 923-5470 or toll-free at 1-800-453-4347**. The Behavioral Health Practitioner/Provider will be responsible for any additional **Prior Authorizations**.

- For Out-of-network Services, Members need to contact our Behavioral Health Department in order to obtain Prior Authorization, when required. Please refer to the **Prior Authorization Section**.
- In all cases, treatment must be Medically Necessary in order to be Covered.
- Acute Medical Detoxification Benefits are Covered under Inpatient and Outpatient Hospital Services found in the Benefits Section of this Agreement. Inpatient Hospital Services must be **Prior Authorized**.



## ➤ **Nutritional Support and Supplements**

**This benefit has one or more exclusions as specified in the Exclusions section.**

### **Exclusion**

- Nutritional Supplements for prenatal care when prescribed by a Practitioner/Provider are Covered for pregnant women.



### **Prior Auth Required**

- Nutritional supplements that require a prescription to be dispensed are Covered when prescribed by an In-network Practitioner/Provider and when Medically Necessary to replace a specific documented deficiency. **Prior Authorization is required.**
- Nutritional supplements administered by injection at the Practitioner's/Provider's office are Covered when Medically Necessary.
- Enteral formulas or products, as Nutritional support, are Covered only when prescribed by an In-network Practitioner/Provider and administered by enteral tube feedings.
- Total Parenteral Nutrition (TPN) is the administration of nutrients through intravenous catheters via central or peripheral veins and is Covered when ordered by an In-network Practitioner/Provider.
- Special Medical Foods as listed as Covered benefits in the Genetic Inborn Errors of Metabolism (IEM) Benefit of this Section. **Prior Authorization is required.**

## ➤ **Outpatient Medical Services**



**This benefit has one or more exclusions as specified in the Exclusions section.**

### **Exclusion**

Outpatient Medical Services are services provided in a Hospital, outpatient facility, Practitioner's/Provider's office or other appropriately licensed facility. These services do not require admission to any facility.



### **Refer to**

Outpatient Medical services include reasonable Hospital services provided on an ambulatory (outpatient) basis, and those preventive, Medically Necessary diagnostic and treatment procedures that are prescribed by your In-network Practitioner/Provider. Refer to the **Prior Authorization Section** for services that require Prior Authorization.





Outpatient services provided by Out-of-network Providers/Practitioners are not Covered except as provided in **How the Plan Works, Eligibility and Enrollment, and Accidental Injury / Urgent Care / Emergency Health Services / Observation / Trauma Services Benefit Sections.**

Outpatient Medical benefits include, but are not limited to, the following services:

- Chemotherapy and radiation therapy = Chemotherapy is the use of chemical agents in the treatment or control of disease.



- Hypnotherapy (**Limited**) - Hypnotherapy is only Covered when performed by an anesthesiologist or psychiatrist, trained in the use of hypnosis when:

- Used within two weeks prior to surgery for chronic pain management and
- For chronic pain management when part of a coordinated treatment plan.

- Dialysis



- Diagnostic Services – Refer to the **Diagnostic Services** Section

- Acute Medical Detoxification: Medically Necessary Services for Substance Abuse detoxification

- Medical Drugs (Medications obtained through the medical benefit). Medical Drugs are defined as medications administered in the office or facility that require a Health Care Professional to administer. These medications include, but are not limited to oral, injectable, infused, or inhaled drugs. They may involve unique distribution and may be required to be obtained from our specialty pharmacy vendor. Some Medical Drugs may require **Prior Authorization** before they can be obtained. Office administered applies to all outpatient settings including, but not limited to, physician's offices, emergency rooms, Urgent Care Center and outpatient surgery facilities. For a complete list of Medical Drugs to determine which require Prior Authorization and what drugs are mandated to our Specialty Pharmacy, please see the **Presbyterian Pharmacy website at <http://www.phs.org>**



These drugs may be subject to a separate Copayment to a maximum as outlined in your **Summary of Benefits and Coverage**. These drugs may also be subject to a Calendar Year Out-of-pocket Maximum when provided by an In-network Practitioner/Provider as outlined in your **Summary of Benefits and Coverage**. The Medical Drugs Out-of-pocket Maximum is separate from the Plan's Annual Calendar Year Out-of-pocket maximum.



- Observation following Outpatient Services
- Sleep disorder studies, in home or outpatient facility. Refer to your **Summary of Benefits and Coverage** for Cost Sharing amounts



- Surgery
- Therapeutic and support care services, supplies, appliances, and therapies
- Wound care



## Practitioner/Provider Services

### Exclusion

These benefits have one or more exclusions as specified in the Exclusions section.

Practitioner/Provider services are those services that are reasonably required to maintain good health. Practitioner/Provider services include, but are not limited to, periodic examinations and office visits by:

- A licensed Practitioner/Provider
- Specialist services provided by other Health Care Professionals who are licensed to practice, are certified, and practicing as authorized by applicable law or authority
- A medical group
- An independent practice association
- Other authority authorized by applicable state law



### Refer to

Some Practitioner/Provider services require Prior Authorization. Refer to the **Prior Authorization Section** for Prior Authorization requirements.

This Benefit includes, but not limited to, consultation and Health Care Services and supplies provided by your Practitioner Provider as shown below:

- Office visits provided by a qualified Practitioner/Provider
- Outpatient surgery and Inpatient surgery including necessary anesthesia services. Anesthesia may include hypnotherapy. **All other uses of Hypnotherapy are not Covered.**
- Hospital and Skilled Nursing Facility visits as part of continued supervision of Covered care
- Allergy Services, including testing and sera
- FDA approved contraceptive devices and prescription drugs excluding Over-the-Counter (OTC) items, unless a Covered OTC medication is on the Preferred Drug Listing, and investigational devices/ medications
- Sterilization procedures



- Student Health Centers: Dependent Students attending school either in New Mexico or outside New Mexico may receive care through their Primary Care Physician or at the Student Health Center. A Prior Authorization is not needed prior to receiving care from the Student Health Center. Services provided outside of the Student Health Center are limited to Medically Necessary Covered services for the initial care or treatment of an Emergency Health Care Service or Urgent Care situation.
- Second medical opinions. Cost Sharing will apply when you or your Practitioner/Provider requests the second medical opinion. Cost Sharing will not apply if we require a second medical opinion to evaluate the medical appropriateness of a diagnosis or service.



Exclusion

### ➤ Prescription Drugs/Medications

**This Benefit has one or more exclusions as specified in the Exclusions section.**

- **Covered Prescription Drugs/Medications**



Refer to

The following drugs are Covered when prescribed by a Practitioner/Provider and when purchased through an In-network Pharmacy. Refer to your ***Formulary*** for information on the approved Prescription Drugs/Medications.

- Medically Necessary prescription nutritional supplements for prenatal care when prescribed by the attending Practitioner/Provider for a 30-day supply up to the maximum dosing recommended by the manufacturer. Refer to your ***Summary of Benefits and Coverage*** for the Cost Sharing amount.
- Preferred insulin and diabetic oral agents for controlling blood sugar levels as prescribed by your Practitioner/Provider for a 30-day supply up to the maximum dosing recommended by the manufacturer. Refer to your ***Summary of Benefits and Coverage*** for the Cost Sharing amount.
- Immunosuppressant drugs following transplant surgery as prescribed by your Practitioner/Provider for a 30-day supply up to the maximum dosing recommended by the manufacturer. Refer to your ***Summary of Benefits and Coverage*** for the Cost sharing amount.
- Special Medical Foods used in treatment to compensate and maintain adequate nutritional status for genetic Inborn Errors of Metabolism (IEM). These Special Medical Foods require **Prior Authorization**. Refer to **IEM in this Section** and your ***Summary of Benefits and Coverage*** for more information about Cost Sharing amount.
- Smoking Cessation Pharmacotherapy. Prescription Drugs/Medications as prescribed by your Practitioner/Provider for a 30-day supply up to the maximum dosing recommended by the manufacturer purchased at an In-network Pharmacy limited to two 90-day courses of treatment per Calendar Year. Refer to the



Refer to



Prior Auth  
Required



Refer to

**Covered Prescription Drugs/Medications** in your *Summary of Benefits and Coverage* for your Cost Sharing amounts.

- FDA-approved Contraceptive Prescription Drugs/Medications and devices without Cost Sharing when prescribed by a Practitioner/Provider. Over-the-counter items are **excluded** unless they are listed as a Covered OTC medication/device on our *Formulary*.
- ◆ Methods of preferred generic oral contraceptives, injectable contraceptives or contraceptive devices. For a complete list of these preferred products, please see the Presbyterian Pharmacy website at <http://www.phs.org> “zero copayment – covered under the Patient Protection and Affordable Care Act”.

- **Prescription Drug/Medications Benefit (Outpatient) – if applicable**



Refer to

Outpatient Prescription Drugs/Medications, including FDA approved contraceptives and devices, are a Covered Benefit when prescribed by your Practitioner/Provider for a medically appropriate use and when purchased through an In-network Pharmacy. Refer to your *Formulary* for information on the approved Prescription Drugs/Medications.



Important

For each Prescription Drug/Medication purchased at our In-network Pharmacy, one applicable generic (Preferred), brand (Preferred) or non-Preferred Cost Sharing Copayment

manufacturer FDA. When available, FDA approved generic drugs will be dispensed will be required for a 30-day supply up to the maximum dosing recommended by the  
/  
regardless of the brand name indicated.

Information

The appropriate generic (Preferred), brand (Preferred) or non-Preferred Copayment required for each type of Prescription Drug or refill is as follows:

- One Cost Sharing Copayment per 30-day supply up to the maximum dosing recommended by the manufacturer/FDA.
- Specialty Pharmaceuticals: (Tier 4 medications obtained through the Pharmacy benefit): Specialty Pharmaceuticals are defined as high cost (greater than \$600 per 30 day supply). These drugs are self-administered meaning they are administered by the patient or to the patient by a family member or care-giver. Some Specialty Pharmaceuticals must be obtained at our Preferred In-network Specialty Pharmacy and may require **Prior Authorization** before they are obtained. These drugs may be subject to a separate Copayment to a maximum as outlined in your *Summary of Benefits and Coverage*. These drugs may also be subject to a Calendar Year Out-of-pocket Maximum when provided by our In-network Practitioner/Provider as outlined in your *Summary of Benefits and Coverage*. The Specialty Pharmaceutical Out-of-pocket Maximum is separate from the Plan’s Annual Calendar Year Out-of-pocket Maximum. For a complete list of these drugs, please see the Specialty Pharmaceutical listing at [www.phs.org](http://www.phs.org). You can call our Presbyterian Customer Service Center Monday



Prior Auth  
Required



Refer to

through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678, toll-free 1-800-356-**

Call P  
505-923-5678  
1-800-356-2219

**2219.** Hearing impaired users may call our **TTY line at (505) 923-5699 or toll-free (877) 298-7407.**

- Continuation of therapy using any drug is dependent upon its demonstrable efficacy.
- Prescription Drugs/Medications - 90-Day supply:

You have the option to purchase a 90-day supply of Prescription Drugs/Medications. Under the 90-day at Retail Pharmacy benefit, generic or brand (Preferred) and Non-preferred Prescription Drugs/Medications can be obtained from an In-network Pharmacy. You will be charged three applicable Copayments for a 90-day supply up to the maximum dosing recommended by the manufacturer/FDA. Copayments are as follows:



- ◆ Three (3) 30-day Cost Sharing copayments at the applicable Tier copayment. Refer to your *Summary of Benefits and Coverage* and Pharmacy Drug Rider for your Cost Sharing amounts.

**Certain Prescription Drugs/Medications may not be purchased through a retail pharmaceutical**

Impo

Important  
Information

**pharmacy**, such as medications on the Specialty Pharmaceutical Listing. Specialty Are also limited to a 30-day supply.

- **Mail Order Pharmacy**

You have a choice of obtaining certain Prescription Drugs/Medications directly from a Pharmacy or by ordering them through the mail. Under the mail order pharmacy benefit, Preferred and non-Preferred medications can be obtained through the Mail Order Service Pharmacy. You may purchase a 90-day supply up to the maximum dosing recommended by the manufacturer. You may obtain more information on the Mail Service Pharmacy by calling our Presbyterian Customer Services Center at **(505) 923-5678 or toll-free 1-800-356-2219** Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our **TTY number at (505) 923-5699 or toll-free at (877) 298-7407** or by visiting the Pharmacy page of our website at [www.phs.org](http://www.phs.org). Copayments are as follows for mail order pharmacy:

Call PCSC  
505-923-5678  
1-800-356-2219



- Cost Sharing copayments at the applicable Tier copayment. Refer to your *Summary of Benefits and Coverage* and **Pharmacy Drug Rider** for your Cost Sharing amounts.



Important  
Information

**Certain drugs may not be purchased by mail order, such as Prescription Drugs/Medications on the Specialty Pharmaceutical Listing.**

- **Member Reimbursement**



If a medical Emergency occurs outside of our Service Area and you use an In-network Pharmacy, you will be responsible for payment of the appropriate Copayment. We have a large, comprehensive pharmacy network; however, if you go to an Out-of-network

Pharmacy, and they are unable to process the claim at point of service you can pay for the prescription and submit a *Direct Member Reimbursement (DMR)* form with an itemized receipt to us for reimbursement. The *DMR* form together with the itemized receipt must contain the following information:

- Patient's name and ID number
- Name and quantity of the drug
- Date purchased
- Name and phone number of Practitioner/Provider
- Name and phone number of pharmacy
- Reason for the purchase (nature of emergency)
- Proof of Payment



Direct Member Reimbursement (DMR) forms are available by calling our Presbyterian Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or 1-800-356-2219**. Hearing impaired users may call our **TTY number at (505) 923-5699 or toll-free at (877) 298-7407** or visit the Pharmacy page of our website at [www.phs.org](http://www.phs.org).



## ➤ **Reconstructive Surgery**

### **Exclusion**

**This benefit includes one or more exclusions as specified in the Exclusions section.**



### **Prior Auth Required**

Reconstructive Surgery from which an improvement in physiological function can reasonably be expected will be Covered if performed for the correction of functional disorders. Reconstructive Surgery must be prescribed by a Member's Practitioner/Provider and requires **Prior Authorization**. For information regarding Reconstructive Surgery following a Mastectomy and Prophylactic Mastectomy, refer to the **Women's Health Care Section**.



## ➤ **Rehabilitation and Therapy**

### **Exclusion**

**This benefit includes one or more exclusions as specified in the Exclusions section.**



### **Prior Auth Required**

- Rehabilitation and Therapy Services requires **Prior Authorization**.
- Cardiac Rehabilitation Services. Cardiac Rehabilitation benefits are available for continuous electrocardiogram (ECG) monitoring, progressive exercises and intermittent ECG monitoring. Refer to your *Summary of Benefits and Coverage* for your Cost Sharing amount.



Refer to



Important

o  
Information

- Pulmonary Rehabilitation Services. Pulmonary Rehabilitation benefits are available for progressive exercises and monitoring of pulmonary functions. Refer to your *Summary of Benefits and Coverage* for your Cost Sharing amount.

- Short-term Rehabilitation Services. Short-term Rehabilitation benefits are available for physical therapy and occupational therapy, provided in a Rehabilitation Facility, Skilled

Nursing Facility, Home Health Agency, or Outpatient setting. Short-term Rehabilitation is designed to assist you in restoring functions that were lost or diminished due to a specific episode of illness or injury (for example, stroke, motor vehicle accident, or heart attack). Coverage is subject to the following requirements and **limitations**:



Refer to

- Outpatient physical and occupational therapy require that your Primary Care Practitioner or other appropriate treating Practitioner/Provider must determine in advance that Rehabilitation Services can be expected to result in Significant Improvement in your condition. Refer to your *Summary of Benefits and Coverage* for your visit limitations.



Prior Auth  
Required

- The treatment plans that define expected Significant Improvement must be established at the initial visit. The treatment plan requires **Prior Authorization**. Therapy treatments must be provided and/or directed by a licensed physical or occupational therapist.
- Treatments by a physical or occupational therapy technician must be performed under the direct supervision and in the presence of a licensed physical or occupational therapist.



Refer to

- Massage Therapy is only Covered when provided by a licensed physical therapist and as part of a prescribed Short-term Rehabilitation physical therapy program. Refer to your *Summary of Benefits and Coverage* for your Cost Sharing amount.
- Outpatient Speech therapy means language, dysphagia (difficulty swallowing) and hearing therapy. Speech therapy is Covered when provided by a licensed or certified speech therapist.

Coverage is subject to the following **limitations**:

Your Primary Care Physician must determine, in advance, in consultation with us, that speech therapy can be expected to result in Significant Improvement in your condition. Refer to your *Summary of Benefits and Coverage* for your visit limitations and Cost Sharing. If your Short Term Rehabilitation therapy is provided in an Inpatient setting (such as, but not limited to, Rehabilitation Facilities, Skilled Nursing Facilities, intensive day-Hospital programs that are delivered by a Rehabilitation Facility) or through Home Health



Refer to



Care  
Services,

the therapy is not subject to the time limitation requirements of the Outpatient therapies outlined in the ***Summary of Benefits and Coverage***. These Inpatient and Home Health therapies are not included with Outpatient services when calculating the total accumulated benefit usage.

## ➤ Skilled Nursing Facility Care



**This benefit has one or more exclusions as specified in the Exclusions section.**

### Exclusion

- Room and board and other necessary services furnished by a Skilled Nursing Facility are Covered and require **Prior Authorization**. Admission must be appropriate for your Medically Necessary care and rehabilitation.



Refer to

Refer to your *Summary of Benefits and Coverage* for your visit limitations.

## ➤ Smoking Cessation Counseling/Program



**This benefit has one or more exclusions as specified in the Exclusions section.**

### Exclusion

- Coverage is provided for Diagnostic Services, Smoking Cessation Counseling and pharmacotherapy. Medical services are provided by licensed Health Care Professionals with specific training in managing your Smoking Cessation Program. The program is described as follows:
  - Individual counseling at an In-network Practitioner's/Provider's office is Covered under the medical benefit. The Primary Care Practitioner or the In-network specialist Copayment applies.
  - Group counseling, including classes or a telephone Quit Line, are Covered through an In-network Practitioner/Provider. No Cost Sharing will apply and there are no dollar limits or visit maximums. Reimbursements are based on contracted rates.
  - Some organizations, such as the American Cancer Society and Tobacco Use Prevention and Control (TUPAC), offer group counseling services at no charge. You may want to utilize these services.

Call PSC  
505-923-5678  
1-800-356-2219



For more information contact our Presbyterian Customer Service Center at **(505) 923-5678 or toll-free at 1-800-356-2219**, Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our **TTY line at (505) 923-5699 or toll-free at 1-877-298-7407**.

### Pharmacotherapy benefit Limitations

- Prescription Drugs/Medications purchased at an In-network Pharmacy
- Two 90-day courses of treatment per Calendar Year



Refer to

Refer to your *Summary of Benefits and Coverage* and your *Formulary* for your Cost Sharing amount.

## ➤ Transplants



**This benefit has one or more exclusions as specified in the Exclusions section.**

### Exclusion



### Prior Auth Required

- All Organ t ansplants must be performed at an approved center and require **Prior Authorization**.
- Human Solid Organ transplant benefits are Covered for:
  - Kidney
  - liver
  - pancreas
  - intestine
  - heart
  - lung
  - multi-visceral (3 or more abdominal Organs)
  - simultaneous multi-Organ transplants – unless investigational
  - pancreas islet cell infusion.
- Meniscal Allograft
- Autologous Chondrocyte Implantation – knee only
- Bone Marrow Transplant including peripheral blood bone marrow stem cell harvesting and transplantation (stem cell transplant) following high dose chemotherapy. Bone marrow transplants are Covered for the following indications:
  - multiple myeloma
  - leukemia
  - aplastic anemia
  - lymphoma
  - severe combined immunodeficiency disease (SCID)
  - Wiskott Aldrich syndrome
  - Ewing's Sarcoma

- germ cell tumor
- neuroblastoma
- Wilm's Tumor
- myelodysplastic Syndrome
- myelofibrosis
- sickle cell disease
- thalassemia major

- If there is a living donor that requires surgery to make an Organ available for a Covered transplant for our Member, Coverage is available for expenses incurred by the living donor for surgery, laboratory and X-ray services, Organ storage expenses, and Inpatient follow-up care only. We will pay the Total Allowable Charges for a living donor who is not entitled to benefits under any other health benefit plan or policy.

**Important Information**



**Prior Auth Required**

- **Limited** travel benefits are available for the transplant recipient, live donor and one other person. Transportation costs will be Covered only if out-of-state travel is required. Reasonable expenses for lodging and meals will be Covered for both out-of-state and in-state, up to a maximum of \$150 per day for the transplant recipient, live donor and one other person combined. Benefits will only be Covered for transportation, lodging and meals and are **limited** to a lifetime maximum of \$10,000. All Organ transplants must be performed at site that we approve and require **Prior Authorization**.



**Exclusion**

## **Women's Health Care**

**This benefit has one or more exclusions as specified in the Exclusions section.**



**Prior Auth Required**

The following Woman's Health Care Services, in addition to services listed in the Preventive Care and other Sections of this Agreement are available for our female Members. Inpatient Hospital services require **Prior Authorization**.

- Gynecological care includes:
  - Annual exams
  - Care related to pregnancy
  - Miscarriage
  - Therapeutic abortions
  - Elective abortions up to 24 weeks

- Other gynecological services

- **Prenatal Maternity** care benefits include:

- Prenatal care
- Pregnancy related diagnostic tests, (including an alpha-fetoprotein IV screening test, generally between sixteen and twenty weeks of pregnancy, to screen for certain abnormalities in the fetus)
- Visits to an Obstetrician
- Certified Nurse-midwife
- Midwife



**Prior Auth  
Required**

- Medically Necessary nutritional supplements as determined and prescribed by the attending Practitioner/Provider. Prescription nutritional supplements require **Prior Authorization**.
- Childbirth in a Hospital or in a licensed birthing center

- **Maternity care**



**Prior Auth  
Required**

- Maternity Coverage is available to a mother and her newborn (if a Member) for at least 48 hours of Inpatient care following a vaginal delivery and at least 96 hours of Inpatient care following a cesarean section. Maternity In-patient Hospital admissions and birthing center admissions require **Prior Authorization**.
- In the event that the mother requests an earlier discharge, a mutual agreement must be reached between the mother and her attending Practitioner/Provider. Such discharge must be made in accordance with the medical criteria outlined in the most current version of the “Guid lines for Prenatal Care” prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists including, but not limited to, the criterion that family Members or other support person(s) will be available to the mother for the first few days following early discharge.



**Refer to**

- Maternity Inpatient care in excess of 48 hours following a vaginal delivery and 96 hours following a cesarean section will be Covered if determined to be Medically Necessary by the mother’s attending Practitioner/Provider. An additional stay will be considered a separate Hospital stay and requires **Prior Authorization**. Refer to your ***Summary of Benefits and Coverage*** for Cost Sharing information.
- High-risk Ambulance services are Covered in accordance with the **Ambulance Services Benefits Section**.

- The services of a Midwife or Certified Nurse Midwife are Covered, for the following:
  - ◆ The midwife's services must be provided strictly according to their legal scope of practice and in accordance with all applicable state licensing regulations which may include a supervisory component.
  - ◆ The services must be provided in preparation for or in connection with the delivery of a newborn.
  - ◆ For purpose of Coverage under this Agreement, the only allowable sites of delivery are a Hospital or a licensed birthing center. Elective Home Births and any prenatal or postpartum services connected with Elective Home Births are not Covered. Elective Home Birth means a birth that was planned or intended by the Member or Practitioner/Provider to occur in the home.
  - ◆ The combined fees of the midwife and any attending or supervising Practitioners/Providers, for all services provided before, during and after the birth, may not exceed the allowable fee(s) that would have been payable to the Practitioner/Provider had he/she been the sole Practitioner/Provider of those services.

- **Newborn Care**

- A newborn of a Member will be Covered from the moment of birth when enrolled as follows:



Timeframe  
associated  
with this item

- ◆ Your newborn or the newborn of your Spouse will be Covered from the moment of birth if **we receive the signed and completed Dependent Form within 31 days from the date of birth.**
- ◆ If the Dependent Form is not received **within 31 days** of the birth, then the newborn is not eligible for family coverage. You may apply for a qualifying product through a separate Enrollment Application Form, which will be subject to medical underwriting.



Prior Auth  
Required

- ◆ If the above conditions are not met, we will not enroll the newborn for Coverage until the next Annual Enrollment Period.



Refer to

- ◆ Neonatal care is available for the newborn of a Member for at least 48 hours of Inpatient care following a vaginal delivery and at least 96 hours of Inpatient care following a Cesarean section. If the mother is discharged from the Hospital and the newborn remains in the Hospital, it is considered a separate Hospital stay and requires **Prior Authorization**. Refer to your *Summary of Benefits and Coverage* for your Cost Sharing amount.

- ◆ Benefits for a newborn who is a Member shall include Coverage for injury or sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities. Where necessary to protect the life of the infant Coverage includes transportation, including air Ambulance Services to the nearest available Tertiary facility. Newborn Member benefits also include Coverage for newborn visits in the Hospital by the baby's Practitioner/Provider, circumcision, incubator, and routine Hospital nursery charges.
- ◆ A newborn of a Member's Dependent child **cannot** be enrolled unless the newborn is legally adopted by the Subscriber, or the Subscriber is appointed by the court as the newborn's legal guardian.

- **Additional Women's Health Care Benefits**



Prior Auth  
Required

- Mammography Coverage.
- Mastectomy, Prophylactic Mastectomy, Prosthetic Devices and Reconstructive surgery. All care requires **Prior Authorization**.

- ◆ Coverage for Medically Necessary surgical removal of the breast (mastectomy) is for not less than 48 hours of Inpatient care following a mastectomy and not less than 24 hours of Inpatient care following a lymph node dissection for the treatment of breast cancer, unless you and the attending Practitioner/Provider determine that a shorter period of Hospital stay is appropriate.



Refer to

- ◆ Coverage for minimum Hospital stays for mastectomies and lymph node dissections for the treatment of breast cancer is subject to Cost Sharing amounts consistent with those imposed on other benefits. Refer to your *Summary of Benefits and Coverage* for Cost Sharing amounts.
- ◆ Coverage is provided for external breast prostheses following Medically Necessary surgical removal of the breast (mastectomy). Two bras per year are Covered for Members with external breast prosthesis.
- ◆ As an alternative, post mastectomy reconstructive breast surgery is provided, including nipple reconstruction and/or tattooing, tram flap (or breast implant if necessary), and reconstruction of the opposite breast if necessary to produce symmetrical appearance.
- ◆ Prostheses and treatment for physical complications of mastectomy, including lymph edema are Covered at all stages of mastectomy.
- Osteoporosis Coverage for services related to the treatment and appropriate management of osteoporosis when such services are determined to be Medically Necessary.

- The Alpha-fetoprotein IV screening test for pregnant women, generally between sixteen and twenty weeks for pregnancy, to screen for certain genetic abnormalities in the fetus.



## GENERAL LIMITATIONS

**This Section explains the general limitations that apply to your Covered Benefits and other Sections of this Agreement.**

### Benefit Limitations

Your Covered Benefits may have specific **limitations** or requirements and are listed under the specific benefit section of this document:

- Some Benefits may be subject to dollar amount and/or visit **limitations**.
- Benefits may be **excluded** if the services are provided by Out-of-network Practitioners/Providers.
- Some Benefits may be subject to **Prior Authorization**.



Refer to

Refer to your *Summary of Benefits and Coverage* and the **Benefits Section** for details about these limitations.

### Coverage while away from the Service Area

When you are away from the Service Area, Covered Benefits are limited to Emergency Health Care Services and Urgent Care.

### Major Disasters

In the event of any major disaster, epidemic or other circumstances beyond our control, we shall render or attempt to arrange Covered Benefits with In-network Practitioners/Providers insofar as practical, according to our best judgment, and within the limitations of facilities and personnel as are then available. However, no liability or obligation shall result from nor shall be incurred for the delay or failure to provide any such service due to the lack of available facilities or personnel if such lack is the result of such disaster, epidemic or other circumstances beyond our control, and if we have made a good-faith effort to provide or arrange for the provision of such services. Such circumstances include complete or partial disruption of facilities, war, act(s) of terrorism, riot, civil insurrection, disability of a significant part of a Hospital, our personnel or In-network Practitioners/Providers or similar causes.

### Prior Authorization



Refer to

Benefits for certain services and supplies are subject to Prior Authorization as specified in the **Prior Authorization Section**. Benefits will not be payable for services from Out-of-network Practitioners/Providers if you fail to obtain Prior Authorization.

## EXCLUSIONS

**This Section lists services that are not Covered (Excluded Services) under your Health Benefit Plan. All other benefits and services not specifically listed as Covered in the Benefits Section shall be Excluded Services.**

Any service, treatment, procedure, facility, equipment, drugs, drug usage, device or supply determined by PHP to be not Medically Necessary when subject to medical necessity review, is not Covered. This includes any service, which is not recognized according to any applicable generally accepted principles and practices of good medical care or practice guidelines developed by the federal government, national or professional medical societies, boards and associations, or any applicable clinical protocols or practice guidelines developed by the Health Care Insurer consistent with such federal, national, and professional practice guidelines, or any service for which the required approval of a government agency has not been granted at the time the service is provided.

### **Accidental Injury (Trauma), Urgent Care, Emergency Health Care Services, and Observation Services**

#### ➤ **Emergency Health Care Services**

Use of an emergency facility for non-emergent services is not Covered.

### **Ambulance Services**

Ambulance service (ground or air) to the coroner's office or to a mortuary is not Covered, unless the Ambulance has been dispatched prior to the pronouncement of death by an individual authorized under state law to make such pronouncements.

### **Autopsies**

Autopsy costs for deceased Members are not Covered.

### **Before or After the Effective Date of Coverage**

Services received, items purchased, prescriptions filled or health care expenses incurred before your effective date of Coverage or after the termination of your Coverage are not Covered.

### **Cancer Clinical Trials**

➤ Any Cancer Clinical Trials provided outside of New Mexico, as well as those that do not meet the requirements indicated in the Benefits Section, are not Covered.

➤ Costs of the Clinical Trial that are customarily paid for by government, biotechnical, pharmaceutical or medical device industry sources are not Covered.



**Prior Auth  
Required**

➤ Services from Out-of-network Practitioners/Providers, unless services from an In-network Practitioner/Provider is not available are not Covered. **Prior Authorization** is required for any Out-of-network Services and such services must be provided for in New Mexico.

- The cost of a non-FDA approved Investigational drug, device or procedure is not Covered.
- The cost of a non-health care service that the patient is required to receive as a result of participation in the Cancer Clinical Trial is not Covered.
- Costs associated with managing the research that is associated with the Cancer Clinical Trials are not Covered.
- Costs that would not be Covered if non-Investigational treatments were provided are not Covered.
- Costs of tests that are necessary for the research of the Clinical Trial are not Covered.
- Costs paid for or not charged by the Cancer Clinical Trial Providers are not Covered.

### **Care for military service connected disabilities**

Care for military service connected disabilities to which you are legally entitled and for which facilities are reasonably available to you is not Covered.

**Certified Hospice Care benefits** are not Covered for the following services.

- Food, housing, and delivered meals are not Covered.
- Volunteer services are not Covered.
- Personal or comfort items such as, but not limited to, aromatherapy, clothing, pillows, special chairs, pet therapy, fans, humidifiers, and special beds (excluding those Covered under Durable Medical Equipment benefits) are not Covered.
- Homemaker and housekeeping services are not Covered.
- Private duty nursing is not Covered.
- Pastoral and spiritual counseling are not Covered.
- Bereavement counseling is not Covered.



Refer to



Prior Auth  
Required

- The following services are not Covered under Hospice care, but may be **Covered Benefits elsewhere in this Agreement** subject to the Cost Sharing requirements:
  - Acute Inpatient Hospital care for curative services – requires **Prior Authorization**
  - Durable Medical Equipment
  - Practitioner/Provider visits by other than a Certified Hospice Practitioner/Provider

- Ambulance Services

### **Charges in excess of Usual, Customary and Reasonable or Unreasonable**

Charges that we determine to be in excess of Usual, Customary and Reasonable Charges and charges we determine to be unreasonable are not Covered.

### **Clothing or other protective devices**

Clothing or other protective devices, including prescribed photoprotective clothing, windshield tinting, lighting fixtures and/or shields, and other items or devices whether by prescription or not, are not Covered.

### **Clinical Preventive Health Services**

- Physical examinations, vaccinations, drugs and immunizations for the primary intent of medical research or non-Medically Necessary purpose(s) such as, but not limited to, licensing, certification, employment, insurance, flight, foreign travel, passports or functional capacity examinations related to employment are not Covered.
- Immunizations for the purpose of foreign travel are not Covered.

### **Complementary Therapies**



Complementary Therapies, except those specified in the **Complementary Therapies Benefits Section**, are not Covered.

- **Acupuncture**
  - Except as specified under Complementary Therapies in the Benefits Section.
- **Chiropractic Services**
  - Except as specified under Complementary Therapies in the Benefits Section.
- **Biofeedback**
  - Except as specified under Complementary Therapies in the Benefits Section.

### **Cosmetic Surgery**

Cosmetic Surgery is not Covered. Examples of Cosmetic Surgery that are not Covered include breast augmentation, dermabrasion, dermaplaning, excision of acne scarring, acne surgery (including cryotherapy), asymptomatic keloid/scar revision, microphlebectomy, sclerotherapy (except for truncal veins), and nasal rhinoplasty.

Circumcisions, performed other than during the newborn's initial Hospital stay, are not Covered unless Medically Necessary.



Reconstructive Surgery following a mastectomy is not considered Cosmetic Surgery and will be covered. Refer to the **Benefits Section**.

### **Cosmetic treatments, devices, Orthotics, and Prescription Drugs/Medications**

Cosmetic treatment, devices, Orthotics and Prescription Drugs/Medications are not Covered.

### **Costs for extended warranties and premiums for other insurance coverage**

Costs for extended warranties and premiums for other insurance coverage are not Covered.

### **Dental Services (over age 19)**



- Dental care and dental X-rays are not Covered, except as provided in the **Benefits Section**.
- Dental implants are not Covered.
- Malocclusion treatment, if part of routine dental care and orthodontics, is not Covered.
- Orthodontic appliances and orthodontic treatment (braces), crowns, bridges and dentures used for the treatment of Temporo/Craniomandibular Joint disorders are not Covered, unless the disorder is trauma related.

### **Diabetes Services**

Routine foot care, such as treatment of flat feet or other structural misalignments of the feet, removal of corns, and calluses, is not Covered, unless Medically Necessary due to diabetes or other significant peripheral neuropathies.

### **Durable Medical Equipment, Orthotic Appliances, Prosthetic Devices, Repair and Replacement of Durable Medical Equipment, Prosthetics and Orthotic Devices, Surgical Dressing Benefit, Eyeglasses/Contact Lenses and Hearing Aids**

#### **➤ Durable Medical Equipment**

- Upgraded or deluxe Durable Medical Equipment is not Covered.
- Convenience items are not Covered. These include, but are not limited to, an appliance, device, object or service that is for comfort and ease and is not primarily medical in nature, such as, shower or tub stools/chairs, seats, bath grab bars, shower heads, hot tubs/Jacuzzis, vaporizers, accessories such as baskets, trays, seat or shades for wheelchairs, walkers and strollers, clothing, pillows, fans, humidifiers, and special beds and chairs (excluding those Covered under Durable Medical Equipment Benefits).

- Duplicate Durable Medical Equipment items (i.e., for home and office) are not Covered.

#### ➤ **Repair and Replacement**

- Repair or replacement of Durable Medical Equipment, Orthotic Appliances and Prosthetic Devices due to loss, neglect, misuse, abuse, to improve appearance or convenience is not Covered.
- Repair and replacement of items under the manufacturer or supplier's warranty are not Covered.
- Additional wheelchairs are not Covered, if the Member has a functional wheelchair, regardless of the original purchaser of the wheelchair.

#### ➤ **Orthotic Appliances**

- Functional foot Orthotics including those for plantar fascitis, pes planus (flat feet), heel spurs and other conditions (as we determine), Orthopedic or corrective shoes, arch supports, shoe appliances, foot Orthotics, and custom fitted braces or splints are not Covered, except for patients with diabetes or other significant peripheral neuropathies.
- Custom-fitted Orthotics/Orthosis are not Covered except for knee-ankle-foot (KAFO) Orthosis and/or ankle-foot Orthosis (AFO) except for Members who meet national recognized guidelines.

#### ➤ **Prosthetic Devices**



- Artificial aids including speech synthesis devices are not Covered, except items identified as being Covered in the **Benefits** Section.

#### ➤ **Surgical Dressing**

- Common disposable medical supplies that can be purchased over the counter such as, but not limited to, bandages, adhesive bandages, gauze (such as 4 by 4's), and elastic wrap bandages are not Covered, except when provided in a Hospital or Practitioner's/Provider's office or by a home health professional.
- Gloves are not Covered, unless part of a wound treatment kit.
- Elastic Support hose are not Covered.

#### ➤ **E eglasses and Contact Lenses (over age 19)**



- Routine vision care and Eye Refractions for determining prescriptions for corrective lenses are not Covered, except as identified in the **Benefits** Section.

- Corrective eyeglasses or sunglasses, frames, lens prescriptions, contact lenses or the fitting thereof, are not Covered except as identified in the **Benefits** Section.
  - Eye refractive procedures including radial keratotomy, laser procedures, and other techniques are not Covered.
  - Visual training is not Covered.
  - Eye movement therapy is not Covered.
- **Exercise equipment, Personal Trainers, [Club Memberships]**  
Exercise equipment, videos, personal trainers, club membership and weight reduction programs are not Covered.

**Experimental or Investigational drugs, medicines, treatments, procedures, or devices** are not Covered.

**Experimental or Investigational** medical, surgical, other health care procedures or treatments, including drugs. As used in this Agreement, “Experimental” or “Investigational” as related to drugs, devices, medical treatments or procedures means:

- The drug or device cannot be lawfully marketed without approval of the FDA and approval for marketing has not been given at the time the drug or device is furnished; or
- Reliable evidence shows that the drug, device or medical treatment or procedure is the subject of on-going phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- Reliable evidence shows that the consensus of opinion among experts regarding the drug, medicine, and/or device, medical treatment, or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with the standard means of treatment or diagnosis; or
- Except as required by state law, the drug or device is used for a purpose that is not approved by the FDA; or
- For the purposes of this section, “reliable evidence” shall mean only published reports and articles in the authoritative medical and scientific literature listed in state law; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure; or

- As used in this section, “Experimental” or “Investigational” does not mean cancer chemotherapy or other types of therapy that are the subjects of on-going phase IV clinical trials.

### **Extracorporeal shock wave therapy**

Extracorporeal shock wave therapy involving the musculoskeletal system is not Covered.

### **Foot Care**

Routine foot care, such as treatment of flat feet or other structural misalignments of the feet, removal of corns, and calluses, is not Covered, unless Medically Necessary due to diabetes or other significant peripheral neuropathies.

### **Genetic Inborn Errors of Metabolism Coverage does not include the following items**



- Food substitutes for lactose intolerance or other carbohydrate intolerances, including soy foods or elemental formulas or other Over-the-counter (OTC) digestive aids are not Covered, unless listed as a Covered Over-the-counter (OTC) medication on our *Formulary*.
- Ordinary foodstuffs that might be part of an exclusionary diet are not Covered.
- Food substitutes that do not qualify as Special Medical Foods for the treatment of IEM are not Covered.
- Special Medical Foods for conditions that are not present at birth are not Covered.
- Dietary supplements and items for conditions including, but not limited to, Diabetes Mellitus, Hypertension, Hyperlipidemia, Obesity, Autism Spectrum Disorder, Celiac Disease and Allergies to food products are not Covered.

### **Hair-loss (or baldness)**

Hair-loss or baldness treatments, medications, supplies and devices, including wigs, and special brushes are not Covered regardless of the medical cause of the hair-loss or baldness.

### **Home Health Care Services/Home Intravenous Services and Supplies**

- Private duty nursing is not Covered.
- Custodial Care needs that can be performed by non-licensed medical personnel to meet the normal activities of daily living do not qualify for Home Health Care Services and are not Covered. Examples of Custodial Care that are not Covered include, but are not limited to, bathing, feeding, preparing meals, or performing housekeeping tasks.



## Hospital Services

- Acute Medical Detoxification in a Residential Treatment Center is not Covered.
- Rehabilitation is not Covered as part of acute medical detoxification.

## Mental Health and Alcoholism and Substance Abuse

### ➤ Mental Health

- Codependency treatment is not Covered.
- Bereavement, pastoral/spiritual and sexual counseling are not Covered.
- Psychological testing when not Medically Necessary is not Covered.
- Special education, school testing or evaluations, counseling, therapy or care for learning deficiencies or disciplinary or behavioral problems are not Covered. This applies whether or not associated with manifest mental illness or other disturbances except as Covered under the Family, Infant and Toddler Program. Refer to the **Benefits Section**.
- Court ordered evaluation or treatment, or treatment that is a condition of parole or probation or in lieu of sentencing, such as psychiatric evaluation or therapy is not Covered.
- Alcohol and/or Substance Abuse services are not considered mental health benefits.



### ➤ Alcoholism Services and Substance Abuse Services

- Treatment in a halfway house is not Covered.
- Residential Treatment Centers are not Covered, unless for the treatment of Alcoholism and/or Substance Abuse.
- Codependency treatment is not Covered.
- Bereavement, pastoral/spiritual and sexual counseling are not Covered.
- Court-ordered treatment, or treatment that is a condition of parole or probation or in lieu of sentencing, such as Alcohol or Substance Abuse programs, is not Covered.
- Any treatment for Alcoholism and/or Substance Abuse services after the maximum episodes of treatment allowed under this Agreement have been completed is not Covered.

## Nutritional Support and Supplements

Baby food (including baby formula or breast milk) or other regular grocery products that can be blenderized and used with the enteral system for oral or tube feedings is not Covered.

## Prescription Drugs/Medications

- Compounded Prescription Drugs/Medications are not Covered.
- New Medications for which the determination of criteria for Coverage has not yet been established by our Pharmacy and Therapeutics Committee are not Covered.
- Over-the-counter (OTC) medications and drugs are not Covered. The exceptions are approved Over-the-counter (OTC) medications and devices as determined by our Pharmacy and Therapeutics Committee. Refer to our **Formulary** for a list of Covered Over-the-counter (OTC) medications.
- Prescription Drugs/Medications that require a Prior Authorization when Prior Authorization was not obtained are not Covered.
- Prescription Drugs/Medications purchased outside the United States are not Covered.
- Replacement Prescription Drugs/Medications resulting from loss, theft, or destruction are not Covered.
- Prescription Drugs/Medications, medicines, treatments, procedures, or devices that we determine are Experimental or Investigational are not Covered.
- Disposable medical supplies, except when provided in a Hospital or a Practitioner's/Provider's office or by a home health professional, are not Covered.
- Treatments and medications for the purpose of weight reduction or control, except for Medically Necessary treatment for morbid obesity, are not Covered.
- Nutritional supplements as prescribed by the attending Practitioner/Provider or as sole source of nutrition are not Covered. Infant formula is **not Covered** under any circumstance.
- Prescription Drugs/Medications used for the treatment of sexual dysfunction are not Covered.
- Prescription Drugs/Medications used for the treatment of Infertility are not Covered.
- Prescription Drugs/Medications used for cosmetic purposes are not Covered.



## Practitioner/Provider Services

- Services provided by an Excluded Provider are not Covered. Any benefit or service, including pharmaceuticals, provided by an Excluded Provider as defined and maintained by the



following regulatory agencies: Department of Health and Human Services; Office of the Inspector General (OIG); U.S. Department of Health; the General Services Administration; and the Office of Personnel Management, Office of Inspector General, which includes, but is not limited to, the:

- Excluded Parties Lists System (EPLS),
- List of Excluded Individuals/Entities (LEIE),
- Office of Personnel Management (OPM).

➤ **Office Visits**, listed below, are not Covered.

- Telephone visits, except for telephonic visits with a Certified Diabetes Educator (CDE) for Members that have been diagnosed with diabetes, are not Covered.
- Electronic mail (e-mail) by a Practitioner/Provider or consultation by telephone for which a charge is made to the patient, is not Covered.
- Get acquainted visits without physical assessment or diagnostic or therapeutic intervention provided are not Covered.

➤ **Infertility services**, listed below, are not Covered.

- Prescription Drugs and Injections
- Reversal of voluntary sterilization is not Covered.
- Donor sperm is not Covered.
- In-vitro, Gamete Intra Fallopian Transfer (GIFT) and zygote intrafallopian transfer (ZIFT) fertilization are not Covered.
- Storage or banking of sperm, ova (human eggs), embryos, zygotes or other human tissue is not Covered.

## **Reconstructive Surgery for Cosmetic purposes is not Covered**

Cosmetic Surgery is not Covered. Examples of Cosmetic Surgery include breast augmentation, dermabrasion, dermaplaning, excision of acne scarring, acne surgery (including cryotherapy), asymptomatic keloid/scar revision, microphlebectomy, sclerotherapy (except for truncal veins), and nasal rhinoplasty.

## **Rehabilitation and Therapy, as listed below, is not Covered**

➤ Short or Long-term Rehabilitation services listed are not Covered:

- Athletic trainers or treatments delivered by Athletic trainers are not Covered.
- Vocational Rehabilitation Services are not Covered.
- Long-term Therapy or Rehabilitation Services are not Covered. These therapies include treatment for chronic or incurable conditions for which rehabilitation produces minimal or temporary change or relief. Therapies are considered Long-term Rehabilitation when:
  - You have reached maximum rehabilitation potential.
  - You have reached a point where Significant Improvement is unlikely to occur.
  - You have had therapy for four consecutive months.

Long-Term Therapy includes treatment for chronic or incurable conditions for which rehabilitation produces minimal or temporary change or relief. Treatment of chronic conditions is not Covered. Chronic conditions include, but are not limited to, Muscular Dystrophy, Down's Syndrome, Cerebral Palsy, Autism, and Developmental Delays not associated with a defined event of illness or injury.

- Treatment of chronic conditions is not Covered. Chronic conditions include, but are not limited to, Muscular Dystrophy, Down Syndrome, and Cerebral Palsy.

➤ **Speech Therapy services listed below are not Covered.**

- Therapy for stuttering is not Covered.
- Hearing Aids and the evaluation for the fitting of Hearing Aids are not Covered, except for school aged children under 18 years old (or under 21 years of age if still attending high school).
- Additional benefits beyond those listed in the **Speech Therapy Benefit** Section are not Covered.



Refer to

### **Services for which you or your Dependent are eligible under any governmental program**

Services for which you or your Dependent are eligible under any governmental program (except Medicaid), to the extent determined by law, are not Covered. Services for which, in the absence of any health service plan or insurance plan, no charge would be made to you or your Dependent, are not Covered.



### **Services requiring Prior Authorization when Out-of-network**

If you fail to obtain **Prior Authorization** for services received Out-of-network that require **Prior Authorization**, those services are not Covered. However, Members are not liable when an In-network Practitioner/Provider does not obtain Prior Authorization. Refer to **Prior Authorization Section** for specific information.



### **Sexual dysfunction treatment**

Treatment for sexual dysfunction, including medication, counseling, and clinics, are not Covered, except for penile prosthesis as listed in the **Benefits Section**.

### **Sex transformation**

Surgery and drugs related to sex transformation are not Covered.

### **Skilled Nursing Facility Care**

Custodial or Domiciliary care is not Covered.

### **Smoking Cessation services listed below are not Covered.**

- Hypnotherapy for Smoking Cessation Counseling is not Covered,
- Over-the-counter (OTC) drugs are not Covered, unless listed as a Covered Over-the-counter (OTC) medication on our *Formulary*.
- Acupuncture for Smoking Cessation Counseling is not Covered.



### **Thermography Services are not Covered.**

### **Transplant Services listed below are not Covered.**

- Non-human Organ transplants, except for porcine (pig) heart valve, are not Covered.
- Transportation costs for deceased Members are not Covered.
- The medical and Hospital services of an Organ transplant donor when the recipient of an Organ transplant is not a Member or when the transplant procedure is not a Covered Benefit are not Covered.
- Travel and lodging expenses are not Covered except as provided in the **Benefits Section**.



### **Treatment while incarcerated**

Services or supplies a member receives while in the custody of any state or federal law enforcement authorities or while in jail or prison are not Covered.

## **Women's Health Care**

- Elective abortions [after the 24<sup>th</sup> week of pregnancy] are not Covered.
- [Maternity and newborn care, as follows, are not Covered:
  - Use of an emergency facility for non-emergent services is not Covered.]
  - Elective Home Birth and any prenatal or postpartum services connected with an Elective Home Birth are not Covered. Allowable sites for a delivery of a child are Hospitals and licensed birthing centers. Elective Home Birth means a birth that was planned or intended by the Member or Practitioner/Provider to occur in the home.

## **Work-related illnesses or injuries are not Covered, even if:**

- You fail to file a claim within the filing period allowed by the applicable law.
- You obtain care not authorized by Workers' Compensation Insurance.
- Your employer fails to carry the required Worker's Compensation Insurance.
- You fail to comply with any other provisions of the law.

## CLAIMS

**Your health care benefits are paid according to the conditions outlined in this Section. If you paid Practitioners/Providers for services, this Section also outlines the process you should follow if you need to be reimbursed.**



You generally won't have any claims to file or claim forms to fill out for medical services obtained from In-network Practitioners/Providers. Your In-network Practitioner/Provider will bill us directly. Most medical services do, however, require a Cost Sharing amount (Copayments, Deductible and/or Coinsurance) that you pay at the time of service. The amount of your Cost Sharing responsibility for each service can be found in your *Summary of Benefits and Coverage*.

### Notice of Claim



Timeframe  
associated  
with this item

Written notice of claim must be given to us within **twenty days** after the date of loss or as soon as reasonably possible. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

### Claim Forms

You may call or write to us to notify us of a claim. Upon receipt of a notice of claim, we will furnish you with the forms needed for filing proof of service. Forms will be furnished within 15 days after we receive such notice. You may access our web site, [www.phs.org](http://www.phs.org) to obtain a claim form.

### In-network Practitioners/Providers

We pay In-network Practitioners/Providers directly for Covered Services they provide to you. You should not be required to pay sums to any In-network Practitioner/Provider except for the required Cost Sharing amount. You will be responsible for the payment of charges for missed appointments or appointments cancelled without adequate notice.



If you are asked by an In-network Practitioner/Provider to make any payments in addition to the Cost Sharing amount specified in this Agreement, you should consult our Presbyterian Customer Service Center at **(505) 923-5678 or toll-free at 1-800-356-2219**, Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our **TTY line at (505) 923-5699 or toll-free at 1-877-298-7407** before making any such additional payments. You will not be liable to an In-network Practitioner/Provider for any sums that we owe to the Practitioner/Provider.

### Out-of-network Practitioners/Providers

Except for Emergency Health Care Services described in the **Accidental Injury / Urgent Care / Emergency Health Services / Observation / Trauma Services Benefit** Section, you must receive our written **Prior Authorization** prior to receiving services from an Out-of-network Practitioner/Provider. Otherwise, you will be responsible for all charges incurred.



Refer to

If you are Authorized to obtain services from an approved Out-of-network Practitioner/Provider, as specified in the **Prior Authorization Section**, you may be required to make full payment to that Out-of-network Practitioner/Provider at the time services are rendered. You should then submit satisfactory evidence to us that such payment was made to an Out-of-network Practitioner/Provider. Upon review and approval of the evidence of payment and Prior Authorization, we shall reimburse you for Covered Benefits, based upon Usual, Reasonable and Customary Charges, less any required Copayment and/or Coinsurance you would have been required to pay if the services had been obtained from an In-network Practitioner/Provider. You **will be responsible for charges not specifically Covered by us.**

Emergency Health Care Services rendered to a Member while traveling outside of New Mexico shall be Covered as specified in the **Accidental Injury/ Urgent Care/Emergency Health Services/Observation/Trauma Services Benefits** Section of this Agreement.

## Procedure for Reimbursement



Timeframe  
associated  
with this item

When you receive Covered Services from a Practitioner/Provider and the Practitioner/Provider charged for that service, written proof (claim) of such charge must be furnished to us within **90 days** from the date of service for In-network Practitioners/Providers and within **one year** from the date of service for Out-of-network Practitioners/Providers in order for you to receive reimbursement. If you are relying on an Out-of-network Practitioner/Provider to furnish a claim on your behalf, you are still responsible for ensuring claims have been submitted within one year from the date of service. Any such charge shall be paid upon our receipt of a Practitioner/Provider billing or completed valid claim for the Health Care Services for which claim is made.

Call PCSC  
505-923-5678  
1-800-356-2219

If you need a claim form or have questions regarding a charge made by your Practitioner/Provider, please contact our Presbyterian Customer Service Center at **(505) 923-5678 or toll-free at 1-800-356-2219**, Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our **TTY line at (505) 923-5699 or 1-877-298-7407**. Claim forms are also available on our website at [www.phs.org](http://www.phs.org).

Please submit your completed claim form to:

Presbyterian Health Plan  
Attn: Claims  
P.O. Box 27489  
Albuquerque, NM 87125-7489

## Services Received Outside the United States



Refer to

Benefits are available for Emergency Health Care Services and Urgent Care services received outside the United States. These services are Covered as explained in the **Benefits Section**. You are responsible for ensuring that claims sent to us, at the address cited above, are appropriately translated and that the monetary exchange rate effective on the date(s) you received medical care is clearly identified when submitting claims for services received outside the United States.



## Claim Fraud



Anyone who knowingly presents a false or fraudulent claim for payment of a loss, or benefit or knowingly presents false information for services is guilty of a crime and may be subject to civil fines and criminal penalties. We may terminate your Coverage for any type of fraudulent activity. For further information regarding Fraud, refer to the **General Provisions Section**.

## EFFECTS OF OTHER COVERAGE

**This Section explains how we will coordinate benefits should you have medical coverage through another Health Benefits Plan.**

### Coordination of Benefits

If you have medical coverage under any other Health Benefits Plan, other public or private group programs, or any other health insurance policy, the benefits provided or payable hereunder shall be reduced to the extent that benefits are available to you under such other plan, policy or program.

The rules establishing the order of benefit determination between this Agreement and any other plan covering a Member not on COBRA continuation on whose behalf a claim is made are as follows:

- Employee/Dependent Rule
  - The plan, which covers you as an employee, pays first.
  - The plan, which covers you as a Dependent, pays second.
- Birthday Rule for Dependent children of parents who are not separated or divorced
  - The plan, which covers the parent whose birthday falls earlier in the year, pays first. The plan, which covers the parent whose birthday falls later in the year, pays second. The birthday order is determined by the month and the day of birth, not the year of birth.
  - If both parents have the same month and day of birth, the plan that Covered the parent longer, will pay claims first. The plan which covered the parent for a shorter period of time pays second.
- Dependent children of separated or divorced parents
  - The plan of the parent decreed by a court of law to have responsibility for medical coverage pays first.
  - In the absence of a court order:
    - The plan of the parent with physical custody of the child pays first.
    - The plan of the Spouse of the parent with physical custody (i.e., the stepparent) pays second.
    - The plan of the parent not having physical custody of the child pays third.

➤ Active/Inactive Employee

- The plan, which covers you as an active employee (or Dependent of an active employee), pays first.
- The plan, which covers you as a retired or laid-off employee (or Dependent of a retired or laid-off employee), pays second.

➤ Longer/Shorter Employment

- In the case where you are the Subscriber under more than one group health insurance policy, then the plan that has Covered you for a longer period of time will pay first. A change of insurance carrier by the group employer does not constitute the start of a new plan.

➤ No Coordination Provision

- In spite of the rules listed above, the plan that has no provision regarding coordination of benefits will pay first.

➤ If you are covered under a motor vehicle or homeowner's insurance policy which provides benefits for medical expenses resulting from a motor vehicle accident or accident in your own home, you shall not be entitled to benefits under this Agreement for injuries arising out of such accident to the extent they are covered by the motor vehicle or home owner's insurance policy. If we have provided such benefits, we shall have the right to recover any benefits we have provided from you or from the motor vehicle or homeowner's insurance to the extent they are available under the motor vehicle or homeowner's insurance policy.

In no event shall the Covered Benefits received under this Agreement and all other plans combined exceed the total reasonable actual expenses for the services provided under this Agreement.

For purposes of coordination of benefits,

- We may release, request, or obtain claim information from any individual or organization. In addition, any Member claiming benefits from us shall furnish us with any information which we may require.
- We have the right, if we make overpayments because of your failure to report other coverage or any other reason, to recover such excess payment from any individual to whom, or for whom, such payments were made.
- We will not be obligated to pay for non-Covered Services or Covered Benefits not obtained in compliance with our policies and procedures.

## **Medicare**

If you are enrolled in Medicare, the Covered Benefits provided by this Agreement are not designed to duplicate any benefit to which you are entitled under the Social Security Act. Covered Benefits will be coordinated in compliance with current applicable federal regulations.

[HSA Note: If you are entitled to and/or enrolled in Medicare, then you may not be eligible to contribute to a Health Savings Account (HSA). Please contact your HSA administrator or financial institution for further information.]

## **Medicaid**

The Covered Benefits payable by us under this Agreement, on behalf of a Member who is qualified for Medicaid, will be paid to the state Human Services Department, or its designee, when:

- The Human Services Department has paid or is paying benefits on behalf of the Member under the state's Medicaid program pursuant to Title XIX and/or Title XXI of the Federal Social Security Act.
- The payment for the services in question has been made by the state Human Services Department to the Medicaid Practitioner/Provider.

[HSA Note: If you are entitled to and/or enrolled in Medicare, then you may not be eligible to contribute to a Health Savings Account (HSA). Please contact your HSA administrator or financial institution for further information.]

## **Subrogation (Recovering Health Care Expenses from Others)**

- The Covered Benefits under this Agreement will be available to you if you are injured by the act or omission of another person, firm, operation or entity. If you receive Covered Benefits under this Agreement for treatment of such injuries, we will be subrogated to your rights or the Personal Representative of a deceased Member, or Dependent Member, to the extent of all such payments made by us for such benefits. This means that if we provide or pay Covered Benefits, you must repay us the amounts recovered for all such payments made by us in any lawsuit, settlement, or by any other means. This rule applies to any and all monies you may receive from any third party or insurer, or from any uninsured or underinsured motorist insurance benefits, as well as from any other person, organization or entity.
- By way of illustration only, our right of subrogation includes, but is not limited to, the right to be repaid when you recover money for personal injury sustained in a car accident. The subrogation right applies whether you recover directly from the wrongdoer or from the wrongdoer's insurer, or from your uninsured motorist insurance coverage. You agree to sign and deliver to us such documents and papers as may be necessary to protect our subrogation right. You also agree to keep us advised of:

- Any claims or lawsuits made against any person, firm or entity responsible for any injuries for which we have paid Covered Benefits.
  - Any claim or lawsuit against any insurance company, or uninsured or underinsured motorist insurance carrier.
- Settlement of a legal claim or controversy without prior notice to us is a violation of this Agreement. In the event you fail to cooperate with us or take any action, through agents or otherwise, to interfere with the exercise of our subrogation right, we may recover our Covered Benefit payments from you.
- When reasonable collection costs and reasonable legal expenses have been incurred in recovering sums which benefit both you and us, we will, upon request by you or your attorney, share such collection costs and legal expenses, in a manner that is fair and equitable, but only if we receive appropriate documentation of such collection costs and legal expenses.

**[HSA Note:** Generally, an individual is ineligible for a Health Savings Account (HSA) if the individual, while Covered under a qualified HDHP, is also Covered under another health plan (whether as an individual, spouse, or Dependent) that is not a qualified HDHP. However, certain other kinds of health coverage may be maintained (by an individual) without losing eligibility for an HSA. Please contact your HSA administrator or financial institution for further information.

An individual does not fail to be eligible to contribute to an HSA merely because, in addition to a qualified HDHP, the individual has Coverage for any benefit provided by “permitted insurance”. Permitted insurance is insurance under which substantially all of the coverage provided relates to liabilities incurred under workers’ compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.

Please contact your HSA administrator or financial institution for further information on eligibility requirements.]

## COMPLAINTS, GRIEVANCES AND APPEALS

**This Section explains how to file a Complaint, Grievance and Appeal.** When we use the words "we", "us", and "our" in this document, we are referring to Presbyterian Health Plan as the Health Care Insurer. When we use the words "you" and "your" we are referring to each You (Member) and/or your representative.

### Overview

Many Complaints or problems can be handled informally by calling Presbyterian Health Plan (PHP) Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call our **TTY line at (505) 923-5699 or toll-free at 1-877-298-7407** or visit our website at [www.phs.org](http://www.phs.org). The Managed Health Care Bureau of the Office of the Superintendent of Insurance is also available to assist you with Grievances, questions or Complaints; call **1-855-4ASK-OSI (1-855-4ASK-OSI)**.

### Computation of Time

Whenever the following requirements and procedures, in accordance with State Law, requires that an action be taken within a certain period of time from receipt of a request or document, the request or document shall be deemed to have been received within three (3) working days of the date it was mailed.

### General Requirements Regarding Grievance Procedures

#### Written Grievance procedures required.

We shall establish and maintain separate written procedures to provide for the presentation, review, and resolution of:

- Adverse Determination Grievances; we shall establish procedures for both standard and expedited review of Adverse Determination Grievances that comply with the requirements of the state law,
- Administrative Grievances; we shall establish procedures for reviewing Administrative grievances that comply with the requirements of state law, and
- If a Grievance contains clearly divisible administrative and adverse decision issues, then we shall initiate separate complaints for each issue with an explanation of our actions contained in one acknowledgement letter.

## **Assistance to You When You Are A Grievant**

In those instances where you make an oral Grievance or request for internal review to us, or express interest in pursuing a written Grievance, we shall assist you to complete all the forms required to pursue internal review and shall advise you that the Managed Health Care Bureau of the Office of Superintendent of Insurance is available for assistance.

### **Retaliatory action prohibited**

No person shall be subject to retaliatory action by us for any reason related to a Grievance.

## **Information About Grievance Procedures**

### **For You as a Grievant**

We shall:

- Include a clear and concise description of all Grievance procedures, both internal and external, in boldface type in the enrollment materials, including in member handbooks or evidences of coverage, issued to you,
- For a person who has been denied Coverage, provide him or her with a copy of the Grievance procedures.
- Notify you that our representative and the Managed Health Care Bureau of the Office of Superintendent of Insurance are available upon request to assist you with Grievance procedures by including such information, and a toll-free telephone number for obtaining such assistance, in the enrollment materials and *Summary of Benefits and Coverage* issued to you.
- Provide a copy of its Grievance procedures and all necessary Grievance forms at each decision point in the Grievance process and immediately upon request, at any time, to you, your Practitioner/Provider or other interested person.
- Provide a detailed written explanation of the appropriate Grievance procedure and a copy of the Grievance form to you or your Practitioner/Provider when we make either an Adverse Determination or Adverse Administrative Decision. The written explanation shall describe how we review and resolve Grievances and provide our Customer Service toll-free telephone number, facsimile number, e-mail address, and mailing address of our consumer assistance office.
- Provide consumer education brochures and materials developed and approved by the Superintendent, annually or as directed by the Superintendent in consultation with us for distribution.

- Provide notice to Members in a Culturally and Linguistically appropriate manner as defined in our Glossary and in the state law.
- Provide continued coverage for an ongoing course of treatment pending the outcome of an internal Appeal if requested.
- Not reduce or terminate an ongoing course of treatment without first notifying you sufficiently in advance of the reduction or termination to allow you to appeal and obtain a determination on review of the proposed reduction or termination.
- Allow individuals in Urgent Care situations and receiving an ongoing course of treatment to proceed with an expedited external review at the same time as the internal review process.

### **Special Needs**

Information about Grievance procedures must be provided in accordance with the Americans with Disabilities Act and state law regarding Managed Health Care, particularly Cultural and Linguistic Diversity.

## **Confidentiality of Your Records and Medical Information**

### **Confidentiality**

We, the Superintendent, Independent Co-Hearing Officers, and all others who acquire access to identifiable medical records and information of yours when reviewing Grievances shall treat and maintain such records and information as confidential except as otherwise provided by federal and New Mexico law.

### **Procedures required**

The Superintendent and Presbyterian Health Plan shall establish procedures to ensure the confidential treatment and maintenance of your identifiable medical records and information submitted as part of any Grievance.

### **Examination**

We shall make such record available for examination upon request and provide such documents free of charge to you, or state or federal agency officials, subject to any applicable federal or state law regarding disclosure of personally identifiable health information.

## **Preliminary Determination**

Upon receipt of a Grievance, we shall first determine the type of Grievance at hand.

- If the Grievance seeks review of an Adverse Determination of a pre- or post- Health Care Service, it is an Adverse Determination Grievance and we shall review the Grievance in



accordance with our procedures for Adverse Determination Grievances and the requirements of state law.

- If the Grievance is not based on an Adverse Determination of a pre- or post- Health Care Service, it is an Administrative Grievance and we shall review the Grievance in accordance with its procedures for Administrative Grievances and the requirements of state laws.

## **Timeframes for Initial Determinations**

- **Expedited decision.** We shall make our initial Certification or Adverse Determination decision in accordance with the medical exigencies of the case. We shall make decisions within **twenty-four (24) hours** of the written or verbal receipt of the request for an expedited decision whenever:
  - the life or health of a Grievant would be jeopardized,
  - the Grievant's ability to regain maximum function would be jeopardized,
  - the Practitioner/Provider reasonably requests an expedited decision,
  - in the opinion of the Practitioner/Provider with knowledge of the Grievant's medical condition, would subject the Grievant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim,
  - the medical exigencies of the case require an expedited decision or
  - the Grievant's claim involves Urgent Care.
- **Standard decision.** We shall make all other initial utilization management decisions **within five (5) working days**. We may extend the review period for a maximum of **ten (10) working days** if we:
  - can demonstrate reasonable cause beyond its control for the delay,
  - can demonstrate that the delay will not result in increased medical risk to the Grievant, and
  - provide a written progress report and explanation for the delay to the Grievant and Practitioner/Provider within the original **five (5) working day** review period.

## **Initial Determinations**

- **Coverage.** When considering whether to certify a Health Care Service requested by a Practitioner/Provider or you, we shall determine whether the requested Health Care Service is Covered by the Health Benefits Plan. Before denying a Health Care Service requested by a Practitioner/Provider or Grievant on grounds of a lack of Coverage, we shall determine

that there is no provision of the Health Benefits Plan under which the requested Health Care Service could be Covered. If we find that the requested Health Care Service is not Covered by the Health Benefits Plan, we need not address the issue of Medical Necessity.

➤ **Medical Necessity**

- If we find that the requested Health Care Service is covered by the Health Benefits Plan, then when considering whether to certify a Health Care Service requested by a Practitioner/Provider or you, a Physician, registered nurse, or other Health Care Professional shall, within the timeframe required by the medical exigencies of the case, determine whether the requested Health Care Service is Medically Necessary.
- Before we deny a Health Care Service requested by a Practitioner/Provider or you on grounds of a lack of Medical Necessity, a Physician shall render an opinion as to Medical Necessity, either after consultation with specialists who are experts in the area that is the subject of review, or after application of Uniform Standards that we use. The Physician shall be under the clinical authority of the Medical Director responsible for Health Care Services provided to you.

## **Notice of Initial Determination**

- **Certification.** We shall notify the you and your Practitioner/Provider of the Certification by written or electronic communication within **two (2) working days** of the date the Health Care Service was certified, unless earlier notice is required by the medical exigencies of the case.
- **24-hour notice of Adverse Determination; Explanatory contents.** We shall notify a you and the Practitioner/Provider of an Adverse Determination by telephone or as required by the medical exigencies of the case, but in no case later than **twenty-four (24) hours** after making the Adverse Determination, unless you fail to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the plan or have insurance coverage. If you fail to provide such information, you must be afforded a reasonable amount of time, taking into account the circumstances, but not less than **forty-eight (48) hours**, to provide the specified information. Additionally, we shall notify you and the Practitioner/Provider of the Adverse Determination by written or electronic communication sent within **one (1) working day** of the telephone notice.
- **Contents of notice of Adverse Determination.**
- If the Adverse Determination is based on a lack of Medical Necessity, clearly and completely explain why the requested Health Care Service is not medically necessary. A statement that the Health Care Service is not medically necessary will not be sufficient.
  - If the Adverse Determination is based on a lack of Coverage, identify all health benefits plan provisions relied on in making the Adverse Determination, and clearly and completely explain why the requested Health Care Service is not Covered by any

provision of the health benefits plan. A statement that the requested Health Care Service is not Covered by the Health Benefits Plan will not be sufficient.

- The date of service, the Practitioner/Provider, the claim amount (if applicable), and a statement describing the availability, upon request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning.
- Include a description of our Uniform Standard that was used in denying the claim.
- Provide a summary of the discussion which triggered the final determination.
- Advise you that you may request internal or external review of our Adverse Determination and
- Describe the procedures and provide all necessary forms you will need to request internal Appeals and external reviews.

## **Rights Regarding Internal Review of Adverse Determinations**

- **Right to internal review.** Every Grievant who is dissatisfied with an Adverse Determination shall have the right to request that we conduct an internal review of the Adverse Determination.
- **Acknowledgement of request.** Upon receipt of a request for internal review of an Adverse Determination, we shall date and time stamp the request and, within **one (1) working day** from receipt, send you an acknowledgment that the request has been received. The acknowledgment shall contain the name, address, and direct telephone number of an individual representative of ours of who may be contacted regarding the Grievance.
- **Full and fair hearing.** To ensure that you receive a full and fair internal review, we must, in addition to allowing you to review the claim file and to present evidence and testimony as part of the internal claims and Appeals process, provide you, free of charge, with any new or additional evidence, and new or additional rationale, considered, relied upon, or generated by us, as soon as possible and sufficiently in advance of the date of the notice of final internal Adverse Benefit Determination to allow you a reasonable opportunity to respond before the final internal Adverse Benefit Determination is made.
- **Conflict of interest.** We must ensure that all internal claims and Appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decisions in such a way that decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

## Timeframes for Internal Review of Adverse Determinations

Upon receipt of a request for internal review of an Adverse Determination, we shall conduct either a standard or expedited review, as appropriate.

- **Expedited review.** We shall complete our internal review as required by the medical exigencies of the case but in no case later than **seventy-two (72) hours** from the time the internal review request was received whenever:
  - Your life or health would be jeopardized.
  - Your ability to regain maximum function would be jeopardized.
  - The Practitioner/Provider reasonably requests an expedited decision.
  - In the opinion of the Practitioner/Provider with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim or
  - The medical exigencies of the case require an expedited decision.
- **Standard review.** We shall complete a standard review of both internal reviews as described in state laws within **twenty (20) working days** of receipt of the request for internal review in all cases in which the request for review is made prior to the service requested, and does not require expedited review, and within **forty (40) working days** of receipt of the request in all post-service requests for internal review. We may extend the review period for a maximum of **ten (10) working days** in pre-service cases, and **twenty (20) working days for post-service cases** if we:
  - can demonstrate reasonable cause beyond its control for the delay,
  - can demonstrate that the delay will not result in increased medical risk to you and
  - provide a written progress report and explanation for the delay to your Practitioner/Provider within the original **thirty (30) days** for pre-service or **sixty (60) days** for post-service review period,
  - if the Grievance contains clearly divisible Administrative and Adverse Decision issues, then we shall initiate separate complaints for each decision.
- **Failure to comply with deadline.** If we fail to comply with the deadline for completion of an internal review, the requested Health Care Service shall be deemed approved unless you, after being fully informed of your rights, have agreed in writing to extend the deadline.

## First and Second Internal Review of Adverse Determinations for Group Health Plans

- **Applicability.** This section applies only to our Group Health Care Benefits Plans and entities subject to the Health Care Purchasing Act that conduct the first level of the internal Appeal, and to Health Care Insurers who offer Group Health Care Benefits Plans that conduct the second level of the internal Appeal.
- **Scope of review.** Health Care Insurers that offer Group Health Care Benefits Plans and entities subject to the Health Care Purchasing Act shall complete the review of the Adverse Determination within the timeframes established in state law.
  - **Coverage.** If the initial Adverse Determination was based on a lack of Coverage, we shall review the Health Benefits Plan and determine whether there is any provision in the plan under which the requested Health Care Service could be Certified.
  - **Medical Necessity.** If the initial Adverse Determination was based on a lack of Medical Necessity, we shall render an opinion as to Medical Necessity, either after consultation with specialists who are experts in the area that is the subject of review, or after application of Uniform Standards that we use.
- **Decision to reverse.** If we reverse the initial Adverse Determination and certify the requested Health Care Service, we shall notify you and the Practitioner/Provider as required by state law.
- **Decision to uphold.** If we uphold the initial Adverse Determination to deny the requested Health Care Service, we shall notify you and the Practitioner/Provider as required by state law and shall ascertain whether you wish to pursue the Grievance.
  - If you do not wish to pursue the Grievance, we shall mail written notification of our decision, and confirmation of your decision not to pursue the matter further, to you within **three (3) working days** of our decision.
  - If we are unable to contact You by telephone within **seventy-two (72) hours** of making the decision to uphold the Adverse Determination, we shall notify you by mail of our decision and shall include in the notification a self-addressed stamped response form which asks you whether you wish to pursue the Grievance further and provides a box for checking "yes" and a box for checking "no." If you do not return the response form within **ten (10) working days**, we shall again contact you by telephone.
  - If you respond affirmatively to the telephone inquiry or by response form, we will select a medical panel to further review the Adverse Determination as described in state law.
  - If you do not respond to our telephone inquiries or return the response form, we shall select a medical panel to further review the Adverse Determination when the review is an expedited review.

- **Extending the timeframe for standard review.** If you do not make an immediate decision to pursue the Grievance, or you have requested additional time to supply supporting documents or information, or postponement pursuant to state law, the timeframe described in that law shall be extended to include the additional time required by you.

## **Internal Panel Review of Adverse Determinations**

- **Selection of an internal review panel.** In cases of Appeal from an Adverse Determination or from a third party administrator's decision to uphold an Adverse Determination, we shall select an internal review panel to review the Adverse Determination or the decision to uphold the Adverse Determination.
- **Notice of review.** Unless you choose not to pursue the Grievance, we shall notify you of the date, time, and place of the internal panel review. The notice shall advise you of the rights specified in the Right of Grievant in this section. If we indicate that we will have an attorney represent our interests, the notice shall advise you that an attorney will represent us and that you may wish to obtain legal representation of your own.
- **Panel membership.** We shall select one or more representatives of our Company and one or more health care or other professionals who have not been previously involved in the Adverse Determination being reviewed to serve on the internal review panel. At least one of the Health Care Professionals selected shall practice in a specialty that would typically manage the case that is the subject of the Grievance or be mutually agreed upon by you and us.
- **Scope of review**
  - **Coverage.** The internal review panel shall review the Health Benefits Plan and determine whether there is any provision in the plan under which the requested Health Care Service could be Certified.
  - **Medical Necessity.** The internal review panel shall render an opinion as to Medical Necessity, either after consultation with specialists who are experts in the area that is the subject of review, or after application of Uniform Standards that we used.
- **Information to You.** No fewer than **three (3) working days** prior to the internal panel review, we shall provide to you copies of:
  - Your pertinent medical records
  - The treating Practitioner/Provider's recommendation
  - Your Health Benefits Plan
  - Our notice of Adverse Determination

- Uniform Standards relevant to your medical condition that is used by the internal panel in reviewing the Adverse Determination
  - Questions sent to or reports received from any medical consultants that we retained and
  - All other evidence or documentation relevant to reviewing the Adverse Determination.
- **Request for postponement.** We shall not unreasonably deny a request for postponement of the internal panel review made by you. The timeframes for internal panel review shall be extended during the period of any postponement.
- **Rights of Grievant.** You have the right to:
- attend and participate in the internal panel review,
  - present your case to the internal panel,
  - submit supporting material both before and at the internal panel review,
  - ask questions of any of our representative,
  - ask questions of any health care professionals on the internal panel,
  - be assisted or represented by a person of her choice, including legal representation, and
  - hire a specialist to participate in the internal panel review at his or her own expense, but such specialist may not participate in making the decision.
- **Timeframe for review; attendance.** The internal review panel will complete its review of the Adverse Determination as required by the medical exigencies of the case and within the timeframes set forth in state law. Internal review panel members must be present physically or by video or telephone conferencing to hear the Grievance. An internal review panel member who is not present to hear the Grievance either physically or by video or telephone conferencing shall not participate in the decision.

### **Additional Requirements for Expedited Internal Review of Adverse Determinations**

- In an expedited review, all information required by state law, as described in the Scope of Review section above, shall be transmitted between you and us by the most expeditious method available.
- If an expedited review is conducted during a patient's hospital stay or course of treatment, Health Care Services shall be continued without cost (except for applicable co-payments and deductibles) to you until we makes a final decision and notify you.

- We shall not conduct an expedited review of an Adverse Determination made after Health Care Services have been provided to you.

## Notice of Internal Panel Decision

- **Notice required.** Within the time period allotted for completion of its internal review, we shall notify you and the Practitioner/Provider of the internal review panel's decision by telephone within **twenty-four (24) hours** of the panel's decision and in writing or by electronic means within **one (1) working day** of the telephone notice.
- **Contents of notice.** The written notice shall contain:
  - the names, titles, and qualifying credentials of the persons on the internal review panel,
  - a statement of the internal panel's understanding of the nature of the Grievance and all pertinent facts,
  - a description of the evidence relied on by the internal review panel in reaching its decision,
  - a clear and complete explanation of the rationale for the internal review panel's decision
    - The notice shall identify every provision of your Health Benefits Plan relevant to the issue of Coverage in the case under review, and explain why each provision did or did not support the panel's decision regarding coverage of the requested Health Care Service.
    - The notice shall cite the Uniform Standards relevant to your medical condition and explain whether each supported or did not support the panel's decision regarding the Medical Necessity of the requested Health Care Service.
  - notice of your right to request external review by the Superintendent, including the address and telephone number of the Managed Health Care Bureau of the Office of Superintendent of Insurance, a description of all procedures and time deadlines necessary to pursue external review, and copies of any forms required to initiate external review. This notice of your right to request external review is in addition to the same notice provided you in the *Summary of Benefits and Coverage* and Health Benefits Plan.

## External Review of Adverse Determinations

- **Right to external review.** Every Grievant who is dissatisfied with the results of a medical panel review of an Adverse Determination by us and where applicable, with the results of a Grievance review by an entity that purchases or is authorized to purchase health care benefits pursuant to the New Mexico Health Care Purchasing Act, may request external review by the Superintendent at no cost to you. There shall be no minimum dollar amount of a claim before you may exercise this right to external review.



- **Exhaustion of internal appeals process.** The Superintendent may require you to exhaust any Grievance procedures adopted by us or the entity that purchases Health Care Benefits pursuant to the New Mexico Health Care Purchasing Act, as appropriate, before accepting a Grievance for external review.
- **Deemed exhaustion.** If exhaustion of internal Appeals is required prior to external review, exhaustion must be unnecessary and the internal Appeals process will be deemed exhausted if:
  - we waive the exhaustion requirement,
  - we are considered to have exhausted the internal Appeals process by failing to comply with the requirements of the internal appeals process or
  - you simultaneously request an expedited internal Appeal and an expedited external review.
- **[Exception to exhaustion requirement]**
  - Notwithstanding the Exhaustion of Internal Appeals Process section of this section, the internal claims and Appeals process will not be deemed exhausted based on violations by us that are *de minimus* and do not cause, and are not likely to cause, prejudice or harm to you, so long as we demonstrate that the violation was for good cause or due to matters beyond the our control, and that the violation occurred in the context of an ongoing, good faith exchange of information between the you and us. This exception is not available if the violation is part of a pattern or practice of violations on our part.
  - You may request a written explanation of the violation from us, and we must provide such explanation within **ten (10) days**, including a specific description of our bases, if any, for asserting that the violation should not cause the internal claims and Appeals process to be deemed exhausted. If an external reviewer or a court rejects your request for immediate review under the Exhaustion of Internal Appeals Process section in this section on the basis that we met the standards for the exception under the preceding paragraph of this section, you have the right to resubmit and pursue the internal Appeal of the claim. In such a case, within a reasonable time after the external reviewer or court rejects the claim for immediate review (not to exceed 10 days), we shall provide you with notice of the opportunity to resubmit and pursue the internal Appeal of the claim. Time periods for re-filing the claim shall begin to run upon your receipt of such notice.]

## Filing Requirements for External Review of Adverse Determinations

### ➤ **Deadline for filing request**

- **When required by the medical exigencies of the case.** If required by the medical exigencies of the case, you or your Practitioner/Provider may telephonically request an expedited review by calling the Managed Health Care Bureau at the Office of Superintendent of Insurance at **1-855-427-5674**.
- **In all other cases.** To initiate an external review, you must file a written request for external review with the Superintendent within one hundred twenty (120) calendar days from receipt of the written notice of internal review decision unless extended by the Superintendent for good cause shown. The cost of the external review will be borne by us. The request shall be:
  - mailed to the Office of Superintendent of Insurance, Attn: Managed Health Care Bureau - External Review Request, Post Office Box 1689, 1120 Paseo de Peralta, Santa Fe, New Mexico 87504-1689, or
  - e-mailed to [mhcb.Grievance@state.nm.us](mailto:mhcb.Grievance@state.nm.us), subject External Review Request,
  - faxed to the Office of Superintendent of Insurance, Attn: Managed Health Care Bureau - External Review Request, at (505) 827-3833 or
  - completed on-line with an Office of Superintendent of Insurance (OSI) Complaint Form available at <http://www/OSI.state.nm.us>.

### ➤ **Documents required to be filed by You.** You shall file the request for external review on the forms provided to you by us (or entity that purchases health care benefits pursuant to the New Mexico Health Care Purchasing Act) pursuant state law and shall also file:

- a copy of the notice of internal review decision,
- a fully executed release form authorizing the Superintendent to obtain any necessary medical records from us or any other relevant Practitioner/Provider and
- if the Grievance involves an Experimental or Investigational treatment Adverse Determination, the Practitioner/Provider's certification and recommendation as described in state law.

### ➤ **Other filings.** You may also file any other supporting documents or information you wish to submit to the superintendent for review.

### ➤ **Extending timeframes for external review.** If you wish to supply supporting documents or information subsequent to the filing of the request for external review, the timeframes for external review shall be extended up to **90 days** from the receipt of the complaint form, or until you submit all supporting documents, whichever occurs first.

## Acknowledgement of Request for External Review of Adverse Determination and Copy to Health Care Insurer

- Upon receipt of a request for external review, the Superintendent shall immediately send:
  - You an acknowledgment that the request has been received and
  - us a copy of the request for external review.
- Upon receipt of the copy of the request for external review, we shall, within five (5) working days for standard review or the time limit set by the Superintendent for expedited review, provide to the Superintendent and you by any available expeditious method:
  - the *Summary of Benefits and Coverage*
  - the complete Health Benefits Plan, which may be in the form of a member handbook/evidence of coverage
  - all pertinent medical records, internal review decisions and rationales, consulting physician reports, and documents and information submitted by you and us
  - Uniform Standards relevant to your medical condition that were used by the internal panel in reviewing the Adverse Determination and
  - any other documents, records, and information relevant to the Adverse Determination and the internal review decision or intended to be relied on at the external review hearing.
- If we fail to comply with the requirements of this section, the Superintendent may reverse the Adverse Determination.
- The Superintendent may waive the requirements of this section if necessitated by the medical exigencies of the case.

## Timeframes for External Review of Adverse Determinations

The Superintendent shall conduct either a standard or expedited external review of the Adverse Determination, as required by the medical exigencies of the case.

### ➤ Expedited review

- The Superintendent shall complete an external review as required by the medical exigencies of the case but in no case later than **seventy-two (72) hours** of receipt of the external review request whenever:

- Your life or health would be jeopardized or
- Your ability to regain maximum function would be jeopardized.
- If the Superintendent's initial decision is made orally, written notice of the decision must be provided **within forty-eight (48) hours** of the oral notification.
- **Standard review.** The Superintendent shall conduct a standard review in all cases not requiring expedited review. Office of Superintendent of Insurance staff shall complete the initial review within **ten (10) working days** from receipt of the request for external review and the information required of you and us as listed in Filing Requirements, Documents Required to be Filed by You and Acknowledgement of Request for External Review of Adverse Determination sections and in state law. If a hearing is held in accordance with state law, the Superintendent shall complete the external review within **forty-five (45) working days** from receipt of the complete request for external review in compliance with state law. The Superintendent may extend the external review period for up to an **additional ten (10) working days** when the Superintendent has been unable to schedule the hearing within the required timeframe and the delay will not result in increased medical risk to you.

### **Criteria for Initial External Review of Adverse Determination by Office of Superintendent of Insurance Staff**

Upon receipt of the request for external review, Office of Superintendent of Insurance staff shall review the request to determine whether:

- you have provided the documents required as described in Documents Required to be Filed by You,
- you are or you were our Member at the time the Health Care Service was requested or provided,
- you have exhausted our internal review procedure and (any applicable Grievance review procedure of an entity that purchases or is authorized to purchase health care benefits pursuant to the New Mexico Health Care Purchasing Act) and
- the Health Care Service that is the subject of the Grievance reasonably appears to be a Covered Benefit under the Health Benefits Plan.

### **Additional Criteria for Initial External Review of Experimental or Investigational Treatment Adverse Determinations by the Office of Superintendent of Insurance**

If the request is for external review of an Experimental or Investigational treatment Adverse Determination, the Office of Superintendent of Insurance staff shall also consider whether:

- **Coverage:** The recommended or requested Health Care Service
  - reasonably appears to be a Covered Benefit under your Health Benefit Plan except for our determination that the Health Care Service is Experimental or Investigational for a particular medical condition and
  - is not explicitly listed as an excluded benefit under your Health Benefit Plan and
- **Medical Necessity:** Your treating Practitioner/Provider has certified that
  - standard Health Care Services have not been effective in improving your condition or
  - standard Health Care Services are not medically appropriate for you or
  - there is no standard Health Care Service covered by us that is as beneficial or more beneficial than the Health Care Service:
    - recommended by your treating Practitioner/Provider that the treating Practitioner/Provider certifies in writing is likely to be more beneficial to you, in the treating Practitioner/Provider's opinion, than standard Health Care Services; or
    - requested by you regarding which your treating Practitioner/Provider, who is a licensed, board certified or board eligible Physician qualified to practice in the area of medicine appropriate to treat your condition, has certified in writing that scientifically valid studies using accepted protocols demonstrate that the Health Care Service requested by you is likely to be more beneficial to you than available standard Health Care Services.

### **Initial External Review of Adverse Determination by the Office of Superintendent of Insurance Staff**

- **Request incomplete.** If the request for external review is incomplete, the Office of Superintendent of Insurance staff shall immediately notify you and require you to submit the information required by state law within a specified period of time.
- **Request does not meet criteria.** If the request for external review does not meet the criteria prescribed by Criteria for Initial External Review of Adverse Determination or Additional Criteria for Initial External Review of Experimental or Investigational Treatment Adverse Determination described in this section, Office of Superintendent of Insurance staff shall so inform the Superintendent. The Superintendent shall notify you and us that the request does not meet the criteria for external review and is thereby denied, and that you have the right to request a hearing in the manner provided state law within **thirty-three (33) days** from the date the notice was mailed.
- **Request meets criteria.** If the request for external review is complete and meets the criteria prescribed by state law and the sections cited above, Office of Superintendent of Insurance

staff shall so inform the Superintendent. The Superintendent shall notify you and us that the request meets the criteria for external review and that an informal hearing pursuant to state law has been set to determine whether, as a result of our Adverse Determination, you were deprived of Medically Necessary Covered Services. Prior to the hearing, Office of Superintendent of Insurance staff shall attempt to informally resolve the Grievance in accordance with state law.

- **Notice of hearing.** The notice of hearing shall be mailed no later than **eight (8) working days** prior to the hearing date. The notice shall state the date, time, and place of the hearing and the matters to be considered and shall advise you and us of the rights of both parties as specified in state law. The Superintendent shall not unreasonably deny a request for postponement of the hearing made by you or us.

## **Hearing Procedures for External Review of Adverse Determinations**

- **Conduct of hearing.** The Superintendent may designate a Hearing Officer who shall be an attorney licensed to practice in New Mexico. The hearing may be conducted by telephone conference call, video conferencing, or other appropriate technology at the Office of Superintendent of Insurance's expense.
- **Co-Hearing Officers.** The Superintendent may designate two (2) independent Co-Hearing Officers who shall be licensed health care professionals and who shall maintain independence and impartiality in the process. If the Superintendent designates two (2) independent Co-Hearing Officers, at least one of them shall practice in a specialty that would typically manage the case that is the subject of the Grievance.
- **Powers.** The Superintendent or attorney Hearing Officer shall regulate the proceedings and perform all acts and take all measures necessary or proper for the efficient conduct of the hearing. The Superintendent or attorney Hearing Officer may:
  - require the production of additional records, documents, and writings relevant to the subject of the Grievance,
  - exclude any irrelevant, immaterial, or unduly repetitious evidence, and
  - if you or we fail to appear, proceed with the hearing or adjourn the proceedings to a future date, giving notice of the adjournment to the absent party.
- **Staff participation.** Staff may attend the hearing, ask questions, and otherwise solicit evidence from the parties, but shall not be present during deliberations among the Superintendent or his designated Hearing Officer and any independent Co-Hearing Officers.
- **Testimony.** Testimony at the hearing shall be taken under oath. The Superintendent or Hearing Officers may call and examine you, the Health Care Insurer, and other witnesses.

- **Hearing recorded.** The hearing shall be stenographically recorded at the Office of Superintendent of Insurance's expense.
- **Rights of parties.** Both you and we have the right to:
  - attend the hearing; we shall designate a person to attend on our behalf and you may designate a person to attend on your behalf if you choose not to attend personally;
  - be assisted or represented by an attorney or other person;
  - call, examine and cross-examine witnesses; and
  - submit to the ICO, prior to the scheduled hearing, in writing, additional information that the ICO must consider when conducting the internal review hearing and require that the information be submitted to us and the MHCB staff.
- **Stipulation.** You and we shall each stipulate on the record that the Hearing Officers shall be released from civil liability for all communications, findings, opinions, and conclusions made in the course and scope of the external review.

### **Independent Co-Health Officers (ICOs)**

- **Identification of ICOs.** The Superintendent shall provide for maintenance of a list of licensed professionals qualified to serve as independent Co-Hearing Officers. The Superintendent shall select appropriate professional societies, organizations, or associations to identify licensed health care and other professionals who are willing to serve as independent Co-Hearing Officers in external reviews who maintain independence and impartiality of the process.
- **Disclosure of interests.** Prior to accepting designation as an ICO, each potential ICO shall provide to the Superintendent a list identifying all Health Care Insurers and Practitioner/Providers with whom the potential ICO maintains any health care related or other professional business arrangements and briefly describe the nature of each arrangement. Each potential ICO shall disclose to the Superintendent any other potential conflict of interest that may arise in hearing a particular case, including any personal or professional relationship to you or to the Health Care Insurer or Practitioner/Providers involved in a particular external review.
- **Compensation of Hearing Officers and ICOs.**
  - **Compensation schedule.** The Superintendent shall consult with appropriate professional societies, organizations, or associations in New Mexico to determine reasonable compensation for health care and other professionals who are appointed as ICOs for external Grievance reviews and shall annually publish a schedule of ICO compensation in a bulletin.

- **Statement of ICO compensation.** Upon completion of an external review, the attorney and Co-Hearing Officers shall each complete a statement of ICO compensation form prescribed by the Superintendent detailing the amount of time spent participating in the external review and submit it to the Superintendent for approval. The Superintendent shall send the approved statement of ICO compensation to us.
  - **Direct payment to ICOs.** Within **thirty (30) days** of receipt of the statement of ICO compensation, we shall remit the approved compensation directly to the ICO.
  - **No compensation with early settlement.** If the parties provide written notice of a settlement up to **three (3) working days** prior to the date set for external review hearing, compensation will be unavailable to the Hearing Officers or ICOs.
- The Hearing Officer and ICOs must maintain written records for a period of three (3) years and make them available upon request to the state.

### **Superintendent's Decision on External Review of Adverse Determination**

- **Deliberation.** At the close of the hearing, the Hearing Officers shall review and consider the entire record and prepare findings of fact, conclusions of law, and a recommended decision. Any Hearing Officer may submit a supplementary or dissenting opinion to the recommended decision.
- **Order.** Within the time period allotted for external review, the Superintendent shall issue an appropriate order. If the order requires action on our part, the order shall specify the timeframe for compliance.
- The order shall be binding on you and us and shall state that you and we have the right to judicial review pursuant to state law and that state and federal law may provide other remedies.
  - Neither you nor we may file a subsequent request for external review of the same Adverse Determination that was the subject of the Superintendent's order.

### **Internal Review of Administrative Grievances**

- **Request for internal review of Grievance.** Any person dissatisfied with a decision, action or inaction of ours, including termination of coverage, has the right to request internal review of an Administrative Grievance orally or in writing.
- **Acknowledgement of Grievance.** Within **three (3) working days** after receipt of an Administrative Grievance, we shall send you a written acknowledgment that we have received the Administrative Grievance. The acknowledgment shall contain the name, address, and direct telephone number of our individual representative who may be contacted regarding the Administrative Grievance.



- **Initial review.** We shall promptly review the Administrative Grievance. The initial review shall
  - be conducted by our representative authorized to take corrective action on the Administrative Grievance and
  - allow you to present any information pertinent to the Administrative Grievance.

### **Initial Internal Review Decision on Administrative Grievance**

We shall mail a written decision to you within **fifteen (15) working days** of receipt of the Administrative Grievance. The fifteen (15) working day period may be extended when there is a delay in obtaining documents or records necessary for the review of the Administrative Grievance, provided that we notify you in writing of the need and reasons for the extension and the expected date of resolution, or by mutual written agreement of both you and us. The written decision shall contain:

- the name, title, and qualifications of the person conducting the initial review
- a statement of the reviewer's understanding of the nature of the Administrative Grievance and all pertinent facts
- a clear and complete explanation of the rationale for the reviewer's decision
- identification of the Health Benefits Plan provisions relied upon in reaching the decision
- reference to evidence or documentation considered by the reviewer in making the decision
- a statement that the initial decision will be binding unless you submit a request for reconsideration within twenty (20) working days of receipt of the initial decision and
- a description of the procedures and deadlines for requesting reconsideration of the initial decision, including any necessary forms.

### **Reconsideration of Internal Review**

- **Committee.** Upon receipt of a request for reconsideration, we shall appoint a reconsideration committee consisting of one or more of our employees who have not participated in the initial decision. We may include one or more employees other than you to participate on the reconsideration committee.

- **Hearing.** The reconsideration committee shall schedule and hold a hearing within **fifteen (15) working days** after receipt of a request for reconsideration. The hearing shall be held during regular business hours at a location reasonably accessible to you, and we shall offer you the opportunity to communicate with the committee, at our expense, by conference call, video conferencing, or other appropriate technology. We shall not unreasonably deny a request for postponement of the hearing made by you.
- **Notice.** We shall notify you in writing of the hearing date, time and place at least **ten (10) working days** in advance. The notice shall advise you of the rights specified in by state law. If we will have an attorney represent its interests, the notice shall advise you that we will be represented by an attorney and that you may wish to obtain legal representation of your own.
- **Information to You.** No fewer than three (3) working days prior to the hearing, we shall provide to you all documents and information that the committee will rely on in reviewing the case.
- **Rights of A Grievant.** You have the right to:
  - attend the reconsideration committee hearing
  - present your case to the reconsideration committee
  - submit supporting material both before and at the reconsideration committee hearing
  - ask questions of our representative and
  - be assisted or represented by a person of their choice.

## Decision of Reconsideration Committee

We shall mail a written decision to you within **seven (7) working days** after the reconsideration committee hearing. The written decision shall include:

- the names, titles, and qualifications of the persons on the reconsideration committee,
- the reconsideration committee's statement of the issues involved in the Administrative Grievance,
- a clear and complete explanation of the rationale for the reconsideration committee's decision,
- the Health Benefits Plan provision relied on in reaching the decision,
- references to the evidence or documentation relied on in reaching the decision,

- a statement that the initial decision will be binding unless you submit a request for external review by the Superintendent **within twenty (20) working days** of receipt of the reconsideration decision and
- a description of the procedures and deadlines for requesting external review by the Superintendent, including any necessary forms. The notice shall contain the toll-free telephone number and address of the Superintendent's office.

## **External Review of Administrative Grievances**

- **Right to external review.** Every Grievant who is dissatisfied with the results of the internal review of an Administrative decision shall have the right to request external review by the Superintendent.
- **Exhaustion of remedies.** The Superintendent may require you to exhaust any Grievance procedures adopted by us (or the entity that purchases health care benefits pursuant to the New Mexico Health Care Purchasing Act, as appropriate,) before accepting a Grievance for external review.
- **Deemed exhaustion.** If exhaustion of internal Appeals is required prior to external review, exhaustion must be unnecessary and the internal Appeals process will be deemed exhausted if:
  - we waive the exhaustion requirement,
  - we are considered to have exhausted the internal Appeals process by failing to comply with the requirements of the internal appeals process, or
  - you simultaneously requests an expedited internal Appeal and an expedited internal appeal and an expedited external review.
- **Exception to exhaustion requirement.**
  - Notwithstanding the above section, Deemed Exhaustion, the internal claims and appeals process will not be deemed exhausted based on violations by us that are *de minimus* and do not cause, and are not likely to cause, prejudice or harm to you, so long as we demonstrate that the violation was for good cause or due to matters beyond our control, and that the violation occurred in the context of an ongoing, good faith exchange of information between our plan and you. This exception is not available if the violation is part of a pattern or practice of violations by us.
  - You may request a written explanation of the violation from us, and we must provide such explanation within **ten (10) days**, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and Appeals process to be deemed exhausted. If an external reviewer or a court rejects your request for immediate review under Exhaustion of Remedies of this section and state law on the

basis that we met the standards for the exception under Exception to Exhaustion Requirement of this section, you have the right to resubmit and pursue the internal Appeal of the claim. In such a case, within a reasonable time after the external reviewer or court rejects the claim for immediate review (not to exceed **ten (10) days**), we shall provide you with notice of the opportunity to resubmit and pursue the internal Appeal of the claim. Time periods for re-filing the claim shall begin to run upon your receipt of such notice.

## **Filing Requirements for External Review of Administrative Grievance**

- **Deadline for filing request.** To initiate an external review, you must file a written request for external review with the Superintendent within **twenty (20) working days** from receipt of the written notice of reconsideration decision. The request shall either be:
  - mailed to the Office of Superintendent of Insurance, Attn: Managed Health Care Bureau – External Review Request, Post Office Box 1689, 1120 Paseo de Peralta, Santa Fe, New Mexico 87504-1689;
  - e-mailed to [mhcb.Grievance@state.nm.us](mailto:mhcb.Grievance@state.nm.us), subject External Review Request;
  - faxed to the Office of Superintendent of Insurance, Attn: Managed Health Care Bureau - External Review Request, **(505) 827-3833** or
  - completed on-line using an Office of Superintendent of Insurance (OSI) Complaint Form available at <http://www.OSI.state.nm.us>.
- **Documents required to be filed by you.** You shall file the request for external review on the forms provided to you by the Health Care Insurer pursuant to state law.
- **Other filings.** You may also file any other supporting documents or information you wishes to submit to the Superintendent for review.
- **Extending timeframes for external review.** If you wish to supply supporting documents or information subsequent to the filing of the request for external review, the timeframes for external review shall be extended up to **90 days** from the receipt of the complaint form, or until you submits all supporting documents, whichever occurs first.

## **Acknowledgement of Request for External Review of Administrative Grievance and Copy to Health Care Insurer**

- Upon receipt of a request for external review, the Superintendent shall immediately send
  - You an acknowledgment that the request has been received
  - us a copy of the request for external review.

- Upon receipt of the copy of the request for external review, we shall provide to the Superintendent and you by any available expeditious method within **five (5) working days** all necessary documents and information considered in arriving at the Administrative Grievance decision.

### **Review of Administrative Grievance by Superintendent**

The Superintendent shall review the documents submitted by us and you, and may conduct an investigation or inquiry or consult with you, as appropriate. The Superintendent shall issue a written decision on the Administrative Grievance within **twenty (20) working days** of receipt of the complete request for external review in compliance with state law.

## **RECORDS**

**Your medical records are important documents needed in order to administer your Health Benefits Plan. This Section explains how we ensure the confidentiality of these records and how these records are used to administer your plan.**

### **Creation of Non-Medical Records**

We shall keep your records related to personal identification information, which does not specifically relate to your medical diagnosis or treatment. You shall forward information periodically to us as we may require in connection with the administration of this Agreement.

### **Accuracy of Information**

We shall not be liable to fulfill any obligation which is dependent upon information submitted by you prior to its receipt in a satisfactory manner. We are entitled to rely on such information as submitted. We at our sole discretion may make any necessary corrections due to recognizable clerical error. We will date and initial the correction of the error.

### **Consent for Use and Disclosure of Medical Records**

We are entitled to receive from any Practitioner/Provider of services Protected Health Information (PHI) about you to the extent permitted by applicable law, for any permitted purpose, including but not limited to, quality assurance, Utilization Review, processing of claims, financial audits or other purposes related to payment and certain of our health care operation activities. A determination of benefit Coverage may be suspended pending receipt of this information. By acceptance of Coverage under this Agreement, you give consent to each Practitioner/Provider rendering services hereunder to disclose all information to us (to the extent permitted by applicable law) pertaining to you for any permitted purpose specified in the law. This consent shall not permit a use or disclosure of PHI when an authorization is required by law or when another condition must be met for such use or disclosure to be permitted under applicable law. We will comply with the Health Insurance Portability and Accountability Act (HIPAA) rules and regulations.

### **Professional Review**

We are permitted by law to use your records to conduct professional/regulatory review programs for Health Care Services without your consent/authorization. Such review programs include, but are not limited to, the National Committee for Quality Assurance (NCQA), Healthcare Effectiveness Data and Information Set (HEDIS), and the Office of Superintendent of Insurance (OSI).

### **Confidentiality of Protected Health Information/Medical Records**

You will receive a Notice of Privacy Practices that we issue, which will contain a statement of your rights with respect to PHI and a brief description of how you may exercise your rights.

➤ **What is PHI?**

Protected Health Information, or PHI, is any health information about you that clearly identifies you or that could reasonably be used to identify you and your health needs that we send, receive, or keep as part of our daily work to improve your health. This includes information sent, received, and kept by electronic, written and oral means. Medical records and claims are two examples of PHI.

We keep your PHI safe. Unless otherwise permitted or required by law, we will not disclose confidential information without your consent/authorization. Your privacy in all settings is important to us.

As a Member you (or your legal guardian/Personal Representative) have the right to:

- Request restrictions on certain uses and disclosures of PHI, although we are not required to agree to a requested restriction.
- Receive confidential communications of PHI from us.
- With certain exceptions, inspect and receive a copy of PHI.
- Request an amendment to PHI you believe to be incorrect or incomplete.
- Receive an accounting of certain disclosures of PHI.
- Obtain a paper copy of the Notice of Privacy Practices from us upon request (even if you previously agreed to receive the Notice(s) electronically).

➤ **Access to PHI**

All confidential documents are kept in a physically secure location with access limited to authorized Plan personnel only. You (or your legal guardian/Personal Representative) have the right, with certain exceptions, to request access to inspect and obtain a copy of your PHI. We may charge a reasonable fee for providing a copy, summary or explanation of the information you request. If there is a fee, we will tell you how much it will cost before we provide the requested information. You may change your request to avoid or reduce the fee.

You do not have the right to inspect or obtain a copy of PHI that consists of:

- Psychotherapy notes
- Information gathered in reasonable expectation of, or for use in, a civil, criminal, or Administrative action or proceeding
- PHI maintained by us that is subject to the Clinical Laboratory Improvement Amendments of 1988 (CLIA) [42 U.S.C. 263a], to the extent the provision of access to

you would be prohibited by law; or exempt from the Clinical Laboratory Improvements Amendments of 1988 (CLIA), pursuant to [42 CFR 493.3(a)(2)]

To request access to inspect or obtain a copy of your PHI, you must submit your request in writing to:

Presbyterian Health Plan  
Attn: Director, Presbyterian Customer Service Center  
P.O. Box 27489  
Albuquerque, NM 87125-7489

We will act on your request for access to PHI no later than thirty (30) days after receipt of the request. If we are unable to take an action within the required timeframe, the Plan may take up to thirty (30) additional days, provided that, no later than thirty (30) days after receiving your request, the Plan provides you with a written statement of the reason for the delay and date by which we will complete its action on your request.

➤ **Routine Uses and Disclosures of PHI**

We routinely use PHI for a number of important and appropriate purposes, including:

- Claims payment
- Fraud and abuse prevention
- Data collection
- Performance measurements
- Meeting state and federal requirements
- Utilization management
- Accreditation activities
- Preventive health services
- Early detection and disease management programs
- Coordination of care
- Quality assessment and measurement, including surveys, research of Complaints and Grievances, billing and other stated uses
- Responding to your requests for information, products or services



We do not disclose PHI to anyone other than as permitted by the plan documents or required by law. We use and disclose information we collect only as necessary to deliver health care products and services to you in accordance with our Contracts, or to comply with legal requirements.

Our employees refer to your Personal Health Information only when necessary to perform assigned duties for their job. Our employees handle your health records according to our stringent confidentiality policies.

➤ **Consents/Authorizations**

Although consent from you (or your legal guardian/Personal Representative) is not required to use or disclose PHI for certain purposes specified in the law, a Practitioner/Provider shall request that you (or your legal guardian/Personal Representative) sign a consent form permitting disclosure of medical records (to the extent permitted by law) to us at the time of your first visit to the Practitioner/Provider.

In the event that the Practitioner/Provider fails to obtain such consent for disclosure to us, or you refuse to sign such consent for disclosure to us, we shall use our best efforts to obtain such written consent from you (or your legal guardian/Personal Representative) prior to the Practitioner's/Provider's release of PHI (i.e., health records) to us for purposes permitted by law.

When you sign your enrollment form (Application), you are giving consent (to the extent permitted by applicable law) to the use or the release of your PHI by any person or entity including without limitation, Practitioners/Providers and insurance companies, to us or our designees (including its authorized agents, regulatory agencies and affiliates) for any permitted purpose, including but not limited to, quality assurance, Utilization Review, processing of claims, financial audits or other purposes related to the payment, or certain health care operations activities of our Plan. This consent does not permit a use or disclosure of PHI when an authorization is required by law.

We will not further release PHI about you without your permission/authorization unless permitted or required by law.

We require all In-network Practitioners/Providers and facilities to maintain confidential patient information in accordance with federal and state laws including, HIV/AIDS status, mental health, sexually transmitted diseases or alcohol/drug abuse. State and federal law prohibits further disclosure of HIV/AIDS, other sexually transmitted disease, mental health and alcohol abuse and drug abuse information to any person or agency without obtaining specific valid written authorization for that purpose from the patient (or legal guardian/Personal Representative), or as otherwise permitted by state or federal law.

  
Call PCSC  
505-923-5678  
1-800-356-2219

To request an Authorization Form, please contact our Presbyterian Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678** or toll-free at **1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699** or toll-free **1-877-298-7407** or visit our website at [www.phs.org](http://www.phs.org). Authorization Forms will be kept in your medical record or enrollment file.

➤ **Members Who Are Unable to Give Consent/Authorization**

Sometimes courts or doctors decide that certain people are unable to understand enough to make decisions for themselves. Usually, a person with legal authority to make health care decisions for a child or other person (for example, a parent or legal guardian) can exercise the health information rights described herein for the child or other person, but not always. Unless otherwise required or permitted by law, when we need an Authorization Form signed for a person who can't make health care decisions for themselves, we will have it signed by their legal guardian/Personal Representative.

➤ **Right to Request Amendments (Changes) to PHI**

We recognize your right to request amendment of PHI or a record containing PHI for as long as the PHI is maintained in our records. Our Presbyterian Customer Service Center will accept written requests to amend PHI. We must approve or deny your request to amend the disputed PHI no later than 60 days after receipt of the request. If we are unable to take an action within the required timeframe, we may take up to 30 additional days, provided that, no later than 60 days after receiving your request, we provide you with a written statement of the reason for the delay and date by which we will complete our action on your request and notify you in writing of the determination no later than 60 to 90 days after receipt of such a request.

➤ **Process for Members to Request an Accounting of Disclosures of PHI**

You (or your legal guardian/Personal Representative) may request an accounting of PHI disclosures by submitting a request to our Presbyterian Customer Service Center by calling Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678 or toll-free at 1-800-356-2219**. Hearing impaired users may call the **TTY line at (505) 923-5699 or toll-free 1-877-298-7407** or visit our website at [www.phs.org](http://www.phs.org). With some exceptions, as described in the Notice of Privacy Practices issued by us in a separate document, the accounting will show when we disclosed PHI about you to others without authorization from you.



➤ **Restriction of PHI Use or Disclosures:**

You (or your legal guardian/Personal Representative) have the right to request that use or disclosure of your PHI be restricted for the following purposes:

- Our treatment, payment and health care operations
- To persons involved in your care (i.e., family member, other relative, close personal friend, or any other person identified by you)
- For notification purposes of your location, general condition, or death
- To a public or private entity authorized by law or its charter to assist in disaster relief efforts

We are not required by law to agree to any requested restriction. If we agree to honor a requested restriction, we will not violate such restriction, except as permitted by law. We will accept your written request to restrict the use or disclosure of your PHI, or will document your verbal request in our records.

➤ **Use of Measurement Data**

It is important for us to know about your illnesses to help us improve the quality of care our health care Practitioners/Providers provide to you. We sometimes use medical data (laboratory results, diagnoses, etc.) which does not identify you for this purpose.

➤ **Internal Protection of Oral, Written and Electronic PHI Across PHP**

To ensure internal protection of oral, written, and electronic PHI across our organization, the following rules are strictly adhered to:

- PHI is accessed by Plan personnel only if such information is necessary to the performance of job related tasks.
- PHI is not discussed inside or outside our facility unless the data is necessary to the performance of job related tasks.
- PHI reports and other written materials are reasonably safeguarded throughout the facility against unauthorized access by Plan personnel or public viewing.
- All employees, volunteers, and any external entity with a business relationship with us that involves health information will be held responsible for the proper handling of our data and business communications and are required to sign a confidentiality statement or business associate agreement, respectively.

Violation of the above rules by any member of our workforce is grounds for disciplinary action, up to and including immediate dismissal.

➤ **Website Internet Information**

We enforce security measures to protect PHI that is maintained on the website, network, software, and applications. We collect two types of information from visitors to our website:

- Website traffic statistics, including:
  - Where visitor traffic comes from
  - How traffic flows within the website
  - Browser type

We monitor traffic statistics to help us improve the website and find out what visitors find interesting and useful.

- Personal information that you provide to us (such as your name, address, billing information, Health Benefit Plan enrollment status, etc.) if you fill out a form on our website

We use your personal information to reply to your concerns. We save this information as needed to keep responsible records and handle inquiries.

We do not sell, trade, or rent personal information provided by visitors to our website to other persons, companies or partners.

➤ **Protection of Information Disclosed to Plan Sponsors, Employers or Government Agencies**

Our policies and procedures prohibit sharing your PHI with any fully insured employer Group's plan sponsor without your (or your legal guardian/Personal Representative's) authorization. We are careful not to release PHI to your employer as part of routine financial and operating reports. We may disclose summary health information that does not identify you to plan sponsors for allowable purposes. We may disclose information to government agencies or accrediting organizations that monitor our compliance with applicable laws and standards as permitted by law.



If you have any questions regarding your PHI or would like to access your health records, you can contact our Presbyterian Customer Service Center Monday through Friday from 7:00 a.m. to 6:00 p.m. at **(505) 923-5678** or toll-free at **1-800-356-2219**. Hearing impaired users may call the **TTY line** at **(505) 923-5699** or toll-free **1-877-298-7407** or visit our website at [www.phs.org](http://www.phs.org).

## **ELIGIBILITY, ENROLLMENT, EFFECTIVE DATES, TERMINATION AND CONTINUATION**

**This Section explains eligibility requirements for Subscribers and/or their Dependents, important effective dates, conditions for Termination of Coverage and continuing Coverage for Members who become ineligible for this plan.**

### **How You Can Enroll as a Member**

To be eligible for Covered Benefits in accordance with the terms of this Agreement, you must be enrolled as a Member. To be eligible to enroll as a Member, you must be a Subscriber or a Dependent of the Subscriber and meet the criteria listed below.

#### **Eligible Subscribers**

A Subscriber is the person to whom the Contract is issued. To be eligible to enroll as a Subscriber, you must:

- Physically live within the State of New Mexico, our Service Area
- Be under the age of 65
- You and/or your Dependents cannot be eligible for Medicare due to age, illness or disability



A Subscriber who has had a prior Contract or Agreement with us terminated for Good Cause, as described in the **Glossary of Terms Section** or under any similar Sections of our other Agreements, is not eligible to enroll.

#### **Eligible Dependents**



A Dependent is a family member of a Subscriber as described in this Section. To be eligible to enroll as a Dependent for Coverage and become a Member, your Dependent must be:

- Your legally married Spouse (of the Subscriber), as defined by state law
  - Physically live in the State of New Mexico, our Service Area
  - Must not be Medicare Eligible
- Your Dependent child who is
  - under 26 years of age
  - your natural child, a legally adopted child, or a child for whom you are legal guardian or have legal custody as defined by state law

- your stepchild (foster children are not eligible)
- a child of non-custodial parent(s)
- in your custodial care as appointed by court order
- a child for which a court or qualified administrative order is imposed
- you or your Spouse's Dependent child for whom you are required by court order to provide health care Coverage

We will require proof, such as legal adoption or guardianship papers, income tax forms, court orders or administrative orders that a child qualifies as a Dependent for Coverage under this Agreement.

The enrollment of a Dependent child for Covered Benefits under this Contract shall terminate at the end of the month of the child's 26th birthday unless the Dependent child is totally and permanently disabled.



A Dependent who has had a prior Contract or Agreement with us terminated for Good Cause, as described in the **Glossary of Terms section** or under any similar Sections of our other Agreements, is not eligible to enroll.

### **Court Ordered Coverage for Dependent Children in the Service Area**

The Dependent who is eligible due to a court order will be allowed to apply. Other siblings of the court-ordered Dependent, who do not meet the eligibility requirements as explained above, will not be eligible for Coverage.

### **Dependents of Non-Custodial Parents**

When a Dependent child has Coverage through a non-custodial parent, we shall:

- Provide such information to the custodial parent as may be necessary for the child to obtain Covered Benefits.
- Permit the custodial parent or the Practitioner/Provider, with the custodial parent's approval, to submit claims for Covered Benefits without the approval of the non-custodial parent.
- Make payment on claims for Covered Benefits submitted by the custodial parent (as explained above) directly to the custodial parent, the Practitioner/Provider or the state Medicaid agency.

**[HSA Note:** For the purposes of establishing a qualified Health Savings Account, you are reminded that an eligible individual means, with respect to any month, any individual who:

- Covered under a Qualified High Deductible Health Plan (HDHP);
- Is not also Covered by any other health plan that is not a qualified HDHP (with certain exceptions for plans providing certain limited types of Coverage);
- Is not entitled to benefits under Medicare (generally, has not reached age 65); and
- May not be claimed as a Dependent on another person's tax return.

Please see the Effects of Other Coverage Section for further eligibility information or contact your HSA administrator or financial institution.]

## **Residence of a Dependent Child**

### **Dependent Student**



Dependent Students attending school within New Mexico may either receive care through their Primary Care Physician or at the Student Health Center. A Prior Authorization form is not needed prior to receiving care from the Student Health Center.

Dependent Students attending school outside of New Mexico may also receive care at the Student Health Center without Prior Authorization from us. Services provided outside of the Student Health Center are limited to Medically Necessary services for the initial care or treatment of Emergency Health Care Services or an Urgent Care situation.

For emergencies outside of New Mexico, you may seek Emergency Health Care Services from the nearest appropriate facility where emergency medical treatment can be provided. Refer to **Benefits Accidental Injury / Urgent Care / Emergency Health Care Services / Observation / Trauma Services Section** for further information on Emergency Health Care Services and follow-up care.

### **Total and Permanent Disability of an Enrolled Dependent Child**



When an enrolled Dependent child reaches his or her **26<sup>th</sup> birthday** and is totally and permanently disabled, the Coverage of the Dependent under this Agreement will not terminate. The enrolled Dependent must be incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent upon the Subscriber for support and maintenance. For Coverage to be continued for such Dependent child, you must furnish us with proof of such disability, incapacity and dependence within **31 days** of the Dependent child's attainment of age 26. If we approve continued Coverage, we may request proof of the disability on each birthday thereafter.



## Subscribers and Dependents Who May NOT Enroll

- A Subscriber's grandchild is not eligible for Coverage unless the grandchild meets the eligibility criteria for a Dependent.
- A child born of a Member, when the Member is acting as a surrogate parent, is not eligible for Coverage.



- A Subscriber and/or Dependent is not eligible to enroll for Coverage if either Subscriber or Dependent has had a prior Contract or Agreement with us terminated for Good Cause as described in the **Glossary of Terms Section** or under any similar Sections of our other Agreements, unless we review and approve the new enrollment, in writing.

## Enrollment and Effective Dates

If you meet the Subscriber or Dependent eligibility criteria, you may enroll in our Coverage by submitting completed Application forms to:

Presbyterian Health Plan,  
PO Box 27489  
Albuquerque, New Mexico, 87125-7489

- This benefit plan is medically underwritten. Subscribers and eligible Dependents may begin receiving services for Covered Benefits at 12:01 a.m. on the approved effective date following our approval of medical review and after all of the requirements below have been met.
- The names of the Subscribers and eligible Dependents have been received in writing by us.
- All submission deadlines have been met.

## Family Status Changes During the Year

When you are enrolled as the Subscriber, you may make certain changes to your Coverage due to a change in family status. We will require evidence of a change in family status in order to change your Coverage.

You must complete and sign an Application and submit it within **31 days** of the date of the change in family status. Terminating Coverage for a Dependent from your benefit plan Coverage is not an event that allows you to change your benefit Plan.

We recognize the following family status changes as a reason for adding or removing Dependents:

- Marriage

Your newly acquired Spouse (and any children of the Spouse eligible for Coverage under this Section) is eligible to be enrolled as a Dependent. Your spouse (and any child of the spouse





eligible for Coverage) must complete and sign an Application and submit it within **31 days** from the date of marriage. Coverage will be effective as the first day of the month following the date we receive the notification.

➤ Divorce or legal separation

You must notify us within **31 days** of the date of divorce or legal separation of the change in Dependent Coverage. Coverage will be effective as the first day of the month following the date we receive the notification.

➤ Birth of a child

Your newborn or the newborn of your Spouse will be Covered from the moment of birth if we receive the signed and completed Dependent Form within **31 days** from the date of birth.

If the Dependent Form is not received **within 31 days** of the birth, then the newborn is not eligible for family coverage. You may apply for a qualifying product through a separate Enrollment Application Form, which will be subject to medical underwriting.

➤ Adoption of a child

- A child under age 18 who is placed in your home for the purposes of adoption and for whom you have commenced adoption proceedings is eligible to be enrolled as a Dependent.
- The child will be Covered from the date of placement for the purpose of adoption when we receive the signed and completed Application within **31 days** the date of placement.
- The term "placement" as used in this paragraph means the assumption and retention of a legal obligation for total or partial support of the child in anticipation of adoption of the child.
- Such child shall continue to be eligible for Coverage unless placement is disrupted prior to legal adoption. The legal obligation terminates when placement terminates or is disrupted.

➤ Legal Guardianship

- If you or your Spouse becomes the legal guardian for any child pursuant to court order, the child is eligible to be enrolled as a Dependent for the duration of the guardianship unless otherwise ineligible for Coverage. You must submit a completed, signed Application within **31 days** of the date of the court and/or qualified administrative order granting guardianship.



Timeframe  
associated  
with this item

- The Dependent child will become a Member on the first day of the month following the date the order is filed with the clerk of the court. The Dependent child will continue to be eligible until such time as you or your Spouse are no longer the legal guardian for such child.

➤ Court ordered or qualified administrative ordered eligible Dependent Coverage

- If you are required by a court or administrative order to provide Coverage for an eligible Dependent child, the Dependent child may be enrolled provided the Subscriber is eligible for family Coverage.
- You must submit a completed and signed Application within **31 days** from the date on which the Subscriber receives the court order or qualified administrative order.
- The Coverage for the eligible Dependent child will become effective on the date in accordance with the court or administrative order. If the court order does not stipulate an effective date, the Dependent child will become Covered effective the first day of the month following the date the order was filed as public record with the court. In a case where the Subscriber was not previously compliant to the order, the effective date for the Dependent child will be the first day of the month following our receipt of the request.
- A grandchild is not eligible for Coverage under this plan unless the Subscriber has adopted the grandchild, or is the legal guardian or has been ordered by a court of law or qualified administrative order to provide health care Coverage for the grandchild as identified above. This includes, but is not limited to children of non-custodial children.
- **If we do not receive an Application within 31 days** of adoption or legal guardianship as identified above, coverage for the newly acquired child will not begin until the first day of the month following receipt of the Application and any applicable payment.



➤ The last day of the month in which your Dependent child turns age 26, Dependent Coverage will terminate unless the Dependent child is as described in the **Totally and Permanently Disabled Dependent Child in this Section.**

- Upon the death of your Spouse or Dependent child, their Coverage will terminate.

## Full, Accurate and Complete Information

You, as a Subscriber, must fully and accurately complete and sign an Application for Coverage as required. False or fraudulent statements or intentional misrepresentations of material fact provided in an Application may result in the Termination of all Coverage for you and your Dependents.

A retroactive Termination of Coverage or rescissions (back to the initial date of enrollment) for fraud or intentional misrepresentation of material fact, except for those attributable to failure to

pay prepayments, premiums or contributions may occur. This rule does not apply to prospective Termination of Coverage.

We will provide at least 30 days advance written notice to each participant who would be affected prior to rescinding coverage.

## Change in Address and/or Family Status

Changes in your Dependents, marital status, or address may affect your Coverage under this Agreement. You may notify us by calling our Presbyterian Customer Service Center at **(505) 923-5678 or toll-free at 1-800-356-2219**, Monday through Friday from 7:00 a.m. to 6:00 p.m. Hearing impaired users may call our **TTY line at (505) 923-5699 or toll-free at 1-877-298-7407**. Or visit our website at [www.phs.org](http://www.phs.org).

## Termination of Coverage

This Agreement shall be canceled and shall terminate in the event that any of the following conditions occurs:

### ➤ Non-payment

- In the event any Contract charge, including a Prepayment and any applicable finance charge or charges, is not paid to us when due, we will mail a notice of cancellation to you, the Subscriber, by first-class mail at his/her current address. Our receipt of payment of the Contract charge (including any Prepayment and all other applicable amounts and charges) within **fifteen (15) days of the issuance** of the notice of cancellation shall be sufficient to prevent cancellation and termination under this item. If payment of such charge is not received within this **fifteen (15)-day period**, we may, at our option, either:
  - Require that a new Application for Coverage be submitted, notifying you, the Subscriber, of the conditions under which a new Contract will be issued or the original Application reinstated; or
  - Elect to abide by this cancellation by returning to you, the Subscriber, within twenty (20) business days after receipt, any Prepayment for Coverage for periods after the effective date of cancellation.
- Cancellation and termination of this Agreement under this paragraph shall become effective as of the last date of Prepayment. We shall be entitled to recover from the Subscriber any and all payments for Covered Benefits made on behalf of any Subscriber or the Subscriber's Dependent(s) after the last date of the period for which Prepayment was received.

  
Call PCSC  
505-923-5678  
1-800-356-2219

  
Timeframe  
associated  
with this item

➤ **Voluntary Termination**

Coverage may be terminated by the Subscriber by one of the following termination dates:

- You will be required to submit an Individual Member Voluntary Termination Form when requesting termination of Coverage. If the required Termination Form is received on or before the 25<sup>th</sup> of the month, then Coverage will terminate at the end of the same month,
- If the required Termination Form is received after the 25<sup>th</sup> of the month, Coverage will terminate at the end of the following month.



Timeframe  
associated  
with this item

➤ **Ten-day review of Contract**

You are allowed a **ten-day period**, from the effective date of the Contract, to examine and return the Contract and have the premium refunded. If services were received during the ten-day period, and you return the Contract to receive a refund of the premium paid, you must pay for such services.

➤ **Automatic Termination**

This Agreement shall be cancelled and your (Subscriber and Dependent) Coverage shall terminate in the event any one of the following conditions occurs:

- **Your failure to pay required Cost Sharing**  
On the date we specify, this Agreement will terminate if you refuse to pay any required Cost Sharing amounts (Copayment and/or Coinsurance) for Health Care Services rendered, provided that we send written notice to you (the Subscriber) at least **30 days** in advance of such termination. We will not terminate your Coverage for nonpayment of Cost Sharing amounts during any period in which you are Hospitalized and receiving treatment for a life-threatening condition. In addition, we will not terminate your Coverage for refusal to follow any prescribed course of treatment.
- **False Material Information/Rescissions**

On the date we specify, this Agreement will terminate if you (the Subscriber) have knowingly given false material information in connection with your eligibility or enrollment of you or any of your Dependents, provided we send written notice to you (the Subscriber) at least **30 days** in advance of such termination. In such case we, at our sole discretion, may terminate Coverage for you (the Subscriber) and all of your Dependents, and may make such termination effective retroactively as of the date of enrollment. You shall be responsible for payment for all Health Care Services rendered hereunder as of the effective date of such termination and shall reimburse us for all such Health Care Benefit payments that we made on your behalf or on behalf of any of your Dependents.

- Medicare Eligibility

On the date that you or any Covered Dependent becomes eligible for Medicare Coverage will terminate. It is your responsibility to advise us when you become eligible for Medicare. We will terminate the coverage. You shall be responsible for payment for all Health Care Services rendered hereunder as of the effective date of such termination and shall reimburse us for all such Health Care Benefit payments that we made on your behalf or on behalf of your Covered Dependent who is eligible for Medicare at the end of the month for which premiums have been paid.



Timeframe  
associated  
with this item

- When you turn age 65
- Military Service: Coverage for you (Subscriber) and your eligible Dependents will terminate at the end of the month during which you entered into active military duty (except for temporary duty of 30 days or less).
- At the end of the Contract month in which you (the Subscriber) cease to physically live within the State of New Mexico, our Service Area. Coverage for all Dependents will terminate on the same date as your (the Subscriber's) coverage.
- At the end of the month in which you (Subscriber) or your Dependents ceases to be eligible.
- On the date that adoption placement for the child originally placed for adoption, is disrupted prior to legal adoption, and is removed from placement.
- As of the date on which you permit the use of our Identification Card by any other person, we may, at our discretion, terminate Coverage for you and for all Dependents. We must send written notice to you (Subscriber) at least **30 days** in advance of such termination.
- If two or more Practitioners/Providers, after a reasonable effort, are unable to establish and maintain a satisfactory Practitioner/Provider-patient relationship with you or any of your Dependents, then the rights of that Member under this Agreement may be terminated provided we send written notice to you (Subscriber) at least **30 days** in advance of such termination.
- If you or any of your Dependents are responsible for a material failure to abide by our rules and/or policies and procedures, then the rights of such Member under this Agreement may be terminated upon the date we specify, provided we send written notice to you (Subscriber) at least **30 days** in advance of such termination.
- We may terminate the Contract with you at the end of any month for Good Cause by giving written notice of termination **30 days** prior to the effective date of termination. Upon termination of this Agreement, all payments and fees which are accrued and unpaid at the time of termination shall be due to us.



- If you or any of your Dependents are terminated for Good Cause, as defined in the **Glossary of Terms Section**, then you or any of your Dependents are not eligible for Individual Conversion.
- No statement (except a fraudulent statement) made by any Member in any Application for Coverage which is more than two years old can void this Coverage; or be used to deny a claim for loss incurred under this policy unless the Application or a true copy of it is incorporated in or attached to the Contract.

We will not terminate Coverage under this Agreement for any Member based solely upon the Member's health status, requirements for Health Care Service, race, gender, age, sexual orientation, or for refusal to follow a prescribed course of treatment. If you or your Covered Dependents believe that Coverage was terminated due to health status or health care requirements, you may Appeal the cancellation to the Office of Superintendent of Insurance by mail, Attention: External Review Request, [P.O. Box 1689, 1120 Paseo de Peralta, Santa Fe, New Mexico 87504-1689]; or by e-mail at [mhcb.grievances@state.nm.us](mailto:mhcb.grievances@state.nm.us); or fax at [(505) 827-3833.]

Unless we agree, in writing, no Covered Benefits shall be provided under this Agreement following the date this Agreement terminates including, but not limited to, when you or your Covered Dependent remains in the Hospital after the date of termination of this Agreement.

We shall be entitled to recover from you (Subscriber) any and all payments for Covered Benefits made on behalf of you or your Dependents after the last date this Agreement was in force.

- **Notice of Termination to Members**

If this Agreement is terminated for cause, we will send a Notice of Cancellation to you (the Subscriber) no less than **30 days** prior to the effective date of termination.

- The notice will be dated
  - It will state the reason(s) for termination
  - It will state your right to file a Complaint with the Office of Superintendent of Insurance if you feel you have been wrongly disenrolled (had your Coverage terminated) and
  - Provide information about your ability to enroll in a conversion plan and
  - Include other matters required by law, including information related to premium refunds, if any, and reinstatement.

## Continuation of Coverage of your Plan

A Dependent(s) may transfer to a separate individual policy without further proof of insurability if a Dependent(s) loses eligibility due to any of these involuntary events:

- Divorce, annulment or dissolution of a marriage, or legal separation of the spouse from the Subscriber
- The 26<sup>th</sup> birthday of a Dependent child
- The Subscriber's eligibility for Medicare



Timeframe  
associated  
with this item

Coverage will be continuous if a notice of change is received by us **within 31 days** of the qualifying event; however, the plan must remain the same as the original plan issued. If the notice of change is not received **within 31 days** of the qualifying event, this transfer of Coverage will not be available. The applicant may apply for new Coverage, and if approved by medical underwriting, Coverage will become effective the first of the month following approval.

In the event of the death of the Subscriber, Coverage for enrolled Dependents will be continued without further proof of insurability as long as Prepayments are continued. Please contact us for the appropriate paperwork required for this continuation of Coverage.

- Continuation of Coverage is not available when the terminating Member resides outside of the State of New Mexico.
- Continuation of Coverage is not available to any Dependent who is eligible for or enrolled in Medicare.

## PREMIUM PAYMENT

**This Section explains how premium payments are to be made to Presbyterian Health Plan**

### ➤ Prepayments

Prepayments, as identified in the approval letter or any notice of Prepayment change, are payable in advance of the next month by the Subscriber or the financially responsible party to us at our offices in Albuquerque, New Mexico. Prepayments will be drafted each month from the Subscriber's or financially responsible party's bank account as specified on the Subscriber's application and outlined in the Subscriber's approval letter.



If the transaction is returned by the Subscriber's or financially responsible party's financial institution for insufficient funds, account closed, authorization revoked, or any other reason caused by an act of the Subscriber or financially responsible party, payment of the amount billed plus a finance charge must be received by us within **31 days** from the date the Prepayment was due. Failure to remit payment in full (including any applicable finance charge) within this timeframe will result in termination effective as of the last day of the month for which payment has been received.

### • Changes in Prepayments

We reserve the right to change the Prepayment amount for the Covered Benefits provided under this Agreement as follows:

- At the beginning of any month in which we have given the Subscriber sixty (60) days prior written notice of change in Prepayment or
- At the beginning of the month in which you (the Subscriber) changes Coverage classifications such as:
  - New age category or geographic location
  - Addition of Dependent(s)
- On any date that the provisions of the Agreement are amended which result in a premium change. We shall give written notice of such change in Prepayment amount to you (the Subscriber) at least sixty (60) days prior to the effective date of the Prepayment change.



## **GENERAL PROVISIONS**

**This Section explains important information and provisions not covered in other sections of this Agreement.**

### **Amendments**

This Subscriber Agreement (Agreement) shall be subject to amendment, modification, or termination in accordance with their provisions or by mutual agreement in writing between us and the Subscriber. By electing Coverage or accepting benefits under this Agreement, you (the Subscriber) and all Members legally capable of contracting, agree to all the terms, conditions, and provisions of this Agreement.

### **Assignment**

All your rights to receive benefits and services are personal and may not be assigned.

### **Availability of Provider Services**

PHP does not guarantee that a Hospital, facility, Physician, or other Practitioner/Provider will be available in the PHP network.

### **Entire Contract**

This Agreement, the *Summary of Benefits and Coverage*, any amendments, Endorsements, supplements or riders, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurance company and unless such approval and countersignature be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

### **Execution of Contract - Application for Coverage**

The parties acknowledge and agree that your signature or execution of the Application shall be deemed to be your acceptance of the Contract, including this Agreement. All statements, in the absence of fraud, made by any applicant (you and/or your Dependents) shall be deemed representations and not warranties. No such statements shall void Coverage or reduce benefits unless contained in a written Employee Action Form and/or Uniform Medical Assessment Form, which is an Application for Coverage.

### **Federal and State Health Care Reform**

We shall comply with all applicable state and federal laws, rules and regulations. In addition, upon the compliance date of any change in law, or the promulgation of any final rule or regulation which directly affects our obligations under this Agreement, this Agreement will be deemed automatically amended such that we shall remain in compliance with the obligations imposed by such law, rule or regulation.

## **Fraud**

We are required to cooperate with government, regulatory and law enforcement agencies in reporting suspicious activity. This includes both Practitioner/Provider activity and Member activity.

### **Practitioner/Provider Activity**

If you suspect that a Practitioner, pharmacy, Hospital, facility or other Health Care Professional has done any of the items listed below, please call the Practitioner or Provider and ask for an explanation. There may be an error.

- Charged for services that you did not receive
- Billed more than one time for the same service
- Billed for one type of service, but gave you another service (such as charging for one type of equipment but delivering another less expensive type)
- Misrepresented information (such as changing your diagnosis or changing the dates that you were seen in the office)

If you are unable to resolve the issue, or if you suspect any other suspicious activity, please contact our Special Investigative Unit (SIU) hotline at **(505) 923-5959** or toll-free within New Mexico at **1-(800) 239-3147**.

This confidential voicemail box is available 24 hours a day. Any information you provide will be treated with strict confidentiality. When reporting suspected health insurance fraud, you may remain anonymous. You can also contact the SIU via email at [PHPFraud@phs.org](mailto:PHPFraud@phs.org) or by mail at:

Presbyterian Health Plan Special  
Investigative Unit (SIU) P.O.  
Box 27489  
Albuquerque, NM 87125-7489

### **Member Activity**

Anyone who knowingly presents a false or fraudulent claim for payment of a loss, or benefit or knowingly presents false information for services is guilty of a crime and may be subject to civil fines and criminal penalties. We may terminate enrollment for any Member for any type of fraudulent activity. Some examples of fraudulent activity are:

- Falsifying enrollment information
- Allowing someone else to use your ID Card
- Forging or selling prescriptions

- Misrepresenting a medical condition in order to receive Covered Benefits to which you would not normally be entitled

## **Governing Law**

This Agreement is made and shall be interpreted under the laws of the State of New Mexico and applicable federal rules and regulations.

## **[HSA Note: Health Savings Account Information**

This *Subscriber Agreement* describes only the medical/surgical plan benefits that are available to Members under this plan. Please contact the Health Savings Account (HSA) administrator or financial institution you chose to be the administrator of your HSA about the details of that account, your banking arrangement(s), the amount of money you add to that account, administration fees, and the rules regarding the use of the account to pay for medical expenses not paid under this plan.]

## **Identification Cards**

We issue Identification (ID) Cards to you for identification purposes only. Possession of our ID Card confers no rights to services or other benefits under this Contract. To be entitled to such services or benefits, the holder of the ID Card must, in fact, be a Member on whose behalf all applicable Contract charges have actually been paid. If you or any family Member permits the use of your ID Card by any other person, all your rights and those of other Members of your family pursuant to this Agreement may be immediately terminated at our discretion. Any person receiving services or other benefits to which he or she is not then entitled pursuant to the provisions of this Contract shall be charged therefore at the rates generally charged in the area for medical, Hospital and other Health Care Services.

## **Legal Actions**

No action at law or in equity shall be brought to recover on this Agreement by a Member prior to the expiration of 60 days after written proof of loss has been furnished, in accordance with the requirements of this Agreement. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

## **Misrepresentation of Information**

If, in the first two (2) years from the effective date of your and/or your Dependents Coverage, we determine that you intentionally omitted information from your Application, the Universal/Uniform Medical Assessment form or other Coverage Application and/or you provided fraudulent or false information, the Coverage for you and/or your Dependent shall be null and void from the effective date. In the case of fraud, no time limits shall apply and you will be required to pay for all benefits that we have provided.

## **Misstatements**

After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the you on behalf of yourself and/or your Dependents, in the Application or other Coverage forms, for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in this Subscriber Agreement) commencing after the expirations of such two-year period. All statements in the absence of fraud, made by an applicant shall be deemed representations and not warranties, and that no such statement shall void the insurance or reduce the benefits there under unless contained in a written Application for such insurance.

## **Notice**

If we are required or permitted by this Agreement to give any Notice to the Subscriber or Member, it shall be given appropriately if it is in writing and delivered personally or deposited in the United States mail with postage prepaid and addressed to the Subscriber or Member at the address of record on file at our principal office. The Subscriber and/or Member is solely responsible for ensuring the accuracy of his/her address of record on file with us.

## **Policies and Procedures**

We may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of this Agreement.

## **Reinstatements**

We may reinstate this Agreement after termination without the execution of a new Application or the issuance of a new Identification Card or any notice to the Subscriber or Member, other than the unqualified acceptance of an additional payment from the Subscriber.

## **Right to Examine**

We, at our own expense, shall have the right and opportunity to examine you when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## **Waiver by Agents**

No agent or other person, except an officer of Presbyterian Health Plan, has the authority to waive any conditions or restrictions of this Agreement, to extend the time for making payment, or to bind Presbyterian Health Plan, by making promise or representation or by giving or receiving any information. No such waiver, extension, promise, or representation shall be valid or effective unless evidenced by an Endorsement or amendment in writing to this Agreement or the applicable non-Group Membership Letter of Agreement signed by one of the aforesaid officers.

## **Workers' Compensation Insurance**

This Agreement is not in lieu of and does not affect any requirement for Coverage by the New Mexico Workers Compensation Act. However, an employee of a professional or business corporation may affirmatively elect not to accept the provisions of the New Mexico Workers Compensation Act. More specifically, an employee may waive workers' compensation Coverage provided that the following criteria have been met:

- the "employee" is an executive officer of a professional or business corporation; and
- the "employee" owns ten percent (10%) or more of the outstanding stock of the professional or business corporation.

For purposes of the New Mexico Workers Compensation Act, an "executive officer" means the chairman of the board, president, vice-president, secretary or treasurer of a professional or business corporation.

In the event that an employee chooses to opt out of workers' compensation Coverage, and meets the criteria as stated above, PHP will provide 24-hour health care Coverage to those employees, subject to the eligibility requirements for Coverage with PHP. In addition to meeting all of PHP's eligibility requirements, documentation indicating that the aforementioned criteria have been met will be required in order for Coverage with PHP to become effective.

## GLOSSARY OF TERMS

**This Section defines some of the important terms used in this Agreement. Terms defined in this Section will be capitalized throughout the Agreement.**

**Accidental Injury** means a bodily injury caused solely by external, traumatic, and unforeseen means. Accidental Injury does not include disease or infection, hernia or cerebral vascular accident. Dental injury caused by chewing, biting, or Malocclusion is not considered an Accidental Injury.

**Acupuncture** means the use of needles inserted into and removed from the body and the use of other devices, modalities and procedures at specific locations on the body for the prevention, cure or correction of any disease, illness, injury, pain or other condition by controlling and regulating the flow and balance of energy and functioning of the person to restore and maintain health.

**Administrative Grievance** means an oral or written Complaint submitted by or on behalf of a Grievant regarding any aspect of a Health Benefits Plan other than a request for Health Care Services, including but not limited to:

- Administrative practices of the Health Care Insurer that affects the availability, delivery, or quality of Health Care Services
- Claims payment, handling or reimbursement for Health Care Services
- Terminations of Coverage

**Adverse Determination** means any of the following: any rescission of coverage (whether or not the rescission has an adverse effect on any particular benefit at the time), a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payments, that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan, and including, with respect to group health plans, a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from the application of any Utilization Review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

**Adverse Determination Grievance** means an oral or written Complaint submitted by or on behalf of a Grievant regarding an Adverse Determination.

**Agreement** means this Subscriber Agreement, including supplements, Endorsements or riders, if any.

**Alcoholism** means alcohol dependence or alcohol abuse meeting the criteria as stated in the Diagnostic and Statistical Manual IV for these disorders.

**Ambulance Service** means a duly licensed transportation service capable of providing Medically Necessary life support care in the event of a life-threatening emergency situation.

**Annual Out-of-pocket Maximum** means a specified dollar amount of Covered Services received in a Calendar Year that is the most the Member will pay (Cost Sharing responsibility) for that Calendar Year.

**Appeal** means a request from a Member, or their representative, or a Practitioner/Provider who is representing a Member, to Presbyterian Health Plan, for a reconsideration of an Adverse Determination (denial, reduction, suspension or termination of a benefit).

**Application** means the forms, including the Employee Action Form and required medical underwriting questionnaires, if any, that each Subscriber is required to complete when enrolling for our Coverage.

**Authorized** means Prior Authorization was obtained (when required) prior to obtaining Health Care Services both In-network and Out-of-network.

**Authorization** means a decision by a Health Care Insurer that a Health Care Service requested by a Practitioner/Provider or Covered Person has been reviewed and, based upon the information available, meets the Health Care Insurer's requirements for Coverage and Medical Necessity, and the requested Health Care Service is therefore approved. See **Certification**

**Autism Spectrum Disorder** means a condition that meets the diagnostic criteria for the pervasive development disorders published in the *Diagnostic and Statistical Manual of Mental Disorders*, published by the American Psychiatric Association, including Autistic Disorder; Asperger's Disorder; Pervasive Development Disorder not otherwise specified; Rett's Disorder; and Childhood Disintegrative Disorder.

**Bariatric Surgery** means surgery that modifies the gastrointestinal tract with the purpose of decreasing calorie consumption and therefore decreasing weight.

**Biofeedback** means therapy that provides visual, auditory or other evidence of the status of certain body functions so that a person can exert voluntary control over the functions, and thereby alleviate an abnormal bodily condition.

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

**Cancer Clinical Trial** means a course of treatment provided to a Member for the purpose of prevention or reoccurrence, early detection or treatment of cancer that is being provided in New Mexico.

**Cardiac Rehabilitation** means a program of therapy designed to improve the function of the heart.

**Certificate of Creditable Coverage** means a Certificate given to a Member when his/her enrollment from our Coverage terminates and which states the period of time that we Covered the Member under a benefit plan for Health Care Services. Either we or the Member's Employer may be responsible to prepare and deliver the Certificate, in compliance with all applicable requirements of state and federal law, to the Member.

**Certification** means a decision by a Health Care Insurer that a Health Care Service requested by a Practitioner/Provider or Grievant has been reviewed and, based upon the information available, meets the Health Care Insurer's requirements for Coverage and Medical Necessity, and the requested Health Care Service is therefore approved. See **Authorized**.

**Certified Nurse Midwife** means any Person who is licensed by the board of nursing as a registered nurse and who is licensed by the New Mexico Department of Health as a Certified Nurse-Midwife.

**Certified Nurse Practitioner** means a registered nurse whose qualifications are endorsed by the board of nursing for expanded practice as a Certified Nurse Practitioner and whose name and pertinent information is entered on the list of Certified Nurse Practitioners maintained by the board of nursing.

**Codependency** means a popular term referring to all the effects that people who are dependent on alcohol or other substances have on those around them, including the attempts of those people to affect the dependent Person (DSM IV - The Diagnostic & Statistical Manual of Mental Disorders Fourth Edition Copyright 1994).

**Coinsurance** is part of the payment that a Member must pay toward Health Care Services, also known as Cost Sharing. It means the amount of Covered charges calculated as a percentage, after any Copayment and Deductible have been paid, that a Member must pay, , directly to the Practitioner/Provider in connection with Covered Health Care Services.

**Complaint** means the first time we are made aware of an issue of dissatisfaction that is not complex in nature. For more complex issues of dissatisfaction see definition for **Grievance**.

**Complications of Pregnancy** means conditions due to pregnancy, labor and delivery that require medical care to prevent serious harm to the health of the mother or the fetus. Morning sickness and a non-emergency caesarean section are not Complications of Pregnancy.

**Continuous Quality Improvement** means an ongoing and systematic effort to measure, evaluate and improve our processes in order to continually improve the quality of Health Care Services provided to our Members.

**Contract** means the Application and all forms submitted as the basis for issuance of this Subscriber Agreement (Agreement). This Agreement including the *Summary of Benefits and Coverage*, any supplements, Endorsements or riders, the Application, medical questionnaire (if applicable), and the issued Identification Card, and the non-Group Membership Letter of Agreement constitute the entire Contract.

**Conversion Subscriber** means a Member who has converted to our non-Group (Individual Conversion) Membership as a Subscriber, pursuant to the Continuation of Coverage Section.

**Copayment** is part of the contribution that Members make toward the cost of their Health Care Services also known as Cost Sharing. It means the fixed amount that the Member must pay directly to the Practitioner/Provider in connection with Covered Health Care Services. The fixed amount may vary by the type of Covered Health Care Service provided.



**Cosmetic Surgery** means surgery that is performed primarily to improve appearance and self-esteem, which may include reshaping normal structures of the body.

**Cost Sharing** means any contribution Members make towards the cost of their Covered Health Care Services as defined in their health insurance Agreement. This includes Deductibles, Coinsurance and Copayments.

**Coverage/Covered** means benefits extended under this Agreement, subject to the terms, conditions, **limitations**, and **exclusions** of this Agreement.

**Covered Benefits** means benefits payable extended under this Agreement for Covered Health Services provided by Health Care Professionals subject to the terms, conditions, **limitations** and **exclusions** of this Contract.

**Covered Person** means a Subscriber, Enrollee, Member or other individual entitled to receive Covered Health Care Benefits provided by a Health Benefits Plan, and includes Medicaid recipients enrolled in a Health Care Insurer's Medicaid plan and individuals whose health insurance Coverage is provided by an entity that purchases or is authorized to purchase health care benefits pursuant to the New Mexico Health Care Purchasing Act.

**Cranio-mandibular** means the joint where the jaw attaches to the skull. Also refer to Temporomandibular Joint (TMJ).

**Culturally and Linguistically appropriate manner of notice** means:

➤ The notice that meets the following requirements:

- The Health Care Insurer must provide oral language services (such as a telephone customer assistance hotline) that includes answering questions in any applicable non-English language and providing assistance with filing claims and appeals (including external review) in any applicable non-English language.
- The Health Care Insurer must provide, upon request, a notice in any applicable non-English language.
- The Health Care Insurer must include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Health Care Insurer.
- For purposes of this definition, with respect to an address in any New Mexico county to which a notice is sent, a non-English language is an applicable non-English language if ten percent (10%) or more of the population residing in the county is literate only in the same non-English language, as determined by the Department of Health and Human services (HHS). The counties that meet this ten percent (10%) standard, as determined by HHS, are found at <http://cciio.cms.gov/resources/factsheets/clas-data.html> and any necessary changes to this list are posted by HHS annually.

**Custodial or Domiciliary Care** means care provided primarily for maintenance of the patient and designed essentially to assist in meeting the patient's normal daily activities. It is not provided for its therapeutic value in the treatment of an illness, disease, Accidental Injury, or condition. Custodial Care includes, but is not limited to, help in walking, bathing, dressing, eating, preparation of special diets, and supervision over self-administration of medication not requiring the constant attention of trained medical personnel.

**Custom-fitted Orthosis** means an Orthosis which is individually made for a specific patient starting with the basic materials including, but not limited to, plastic, metal, leather, or cloth in the form of sheets, bars, etc. It involves substantial work such as cutting, bending, molding, sewing, etc. It may involve the incorporation of some prefabricated components. It involves more than trimming, bending, or making other modifications to a substantially prefabricated item.

**Cytologic Screening (PAP Smear)** means a Papanicolaou test or liquid based cervical cytopathology, a Human Papillomavirus Screening test and a pelvic exam for symptomatic as well as asymptomatic female patients.

**Deductible** is part of the contribution that Members make toward the cost of their health care, also known as Cost Sharing. It means the amount the Member is required to pay each Calendar Year, directly to the Practitioner/Provider in connection with Covered Health Care Services before Presbyterian Health Plan begins to pay Covered Benefits. The Deductible may not apply to all Health Care Services.

**Dependent** means any Member of a Subscriber's family who meets the requirements of the **Eligibility, Enrollment and Effective Dates Section** of this Agreement, who is enrolled as our Member, and for whom we have actually received an Application and the payment.

**Diagnostic Service** means procedures ordered by a Practitioner/Provider to determine a definite condition or disease or review the medical status of an existing condition or disease.

**[Domestic Partner]** means a legal or personal relationship between two individuals who live together and share a common domestic life but are neither joined by marriage nor a civil union if recognized by the Employer Group.]

**Durable Medical Equipment** means equipment or supplies prescribed by a Practitioner/Provider that is Medically Necessary for the treatment of an illness or Accidental Injury, or to prevent the Member's further deterioration. This equipment is designed for repeated use, generally is not useful in the absence of illness or Accidental Injury, and includes items such as oxygen equipment, wheelchairs, Hospital beds, crutches, and other medical equipment.

**Elective Home Birth** means a birth that was planned or intended by the Member or Practitioner/Provider to occur in the home.

**Emergency Health Care Services** means health care evaluations, procedures, treatments, or services delivered to a Member after the sudden onset of what reasonably appears to be a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the

absence of immediate medical attention could reasonably be expected by a Reasonable/Prudent Layperson, to result in:

- Jeopardy to the person's health
- Serious impairment of bodily functions
- Serious dysfunction of any bodily Organ or part
- Disfigurement to the person

**Emergency Medical Condition** means an illness, injury, symptom or condition that is so serious that a Reasonable/Prudent Layperson, who is without medical training and who uses his or her experience and knowledge when deciding whether or not to seek Emergency Health Care Services would seek care right away to avoid severe harm. Refer to **Reasonable/Prudent Layperson** definition in this Glossary.

**Endorsement** means a provision added to the Subscriber Agreement that changes its original intent.

**Enrollee** means anyone who is entitled to receive Health Care Benefits that we provide. Refer to **Member** in this Glossary.

**Evidence-based Medical Literature** means only published reports and articles in authoritative, peer-reviewed medical and scientific literature.

**Excluded Services** means Health Care Services that are not Covered Services and that we will not pay for.

**Experimental or Investigational** medical, surgical, other health care procedures or treatments, including drugs. As used in this Agreement, "Experimental" or "Investigational" as related to drugs, devices, medical treatments or procedures means:

- The drug or device cannot be lawfully marketed without approval of the FDA and approval for marketing has not been given at the time the drug or device is furnished; or
- Reliable evidence shows that the drug, device or medical treatment or procedure is the subject of on-going phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- Reliable evidence shows that the consensus of opinion among experts regarding the drug, medicine, and/or device, medical treatment, or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with the standard means of treatment or diagnosis; or

- Except as required by State law, the drug or device is used for a purpose that is not approved by the FDA; or
- For the purposes of this section, “reliable evidence” shall mean only published reports and articles in the authoritative medical and scientific literature listed in State law; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure; or
- As used in this section, “Experimental” or “Investigational” does not mean cancer chemotherapy or other types of therapy that are the subjects of on-going phase IV clinical trials.

**Eye Refraction** means the measurement of the degree of refractive error of the eye by an eye care specialist for the determination of a prescription for eyeglasses or contact lenses.

**Family, Infant and Toddler (FIT) Program** means an early intervention services program provided by the Healthy Family and Children’s Health Care Services to eligible children and their families.

**FDA** means the United States Food and Drug Administration.

**Formulary** means a list of drugs approved for Coverage and the tier level at which each is Covered under this Agreement. Our Pharmacy and Therapeutics Committee continually updates this listing. A copy of this listing is available on our website at [www.phs.org](http://www.phs.org) or by calling our Presbyterian’s Customer Service Center at **(505) 923-5678 or toll-free at 1-800-356-2219**, Monday through Friday, 7:00 a.m. to 6:00 p.m. Hearing impaired users may call **TDD Line at (505) 923-5699 or toll-free (877) 298-7407**.

**Genetic Inborn Errors of Metabolism (IEM)** means a rare, inherited disorder that is present at birth and results in death or mental retardation if untreated and requires consumption of Special Medical Foods. Categories of IEMs are as follows:

- Disorders of protein metabolism (i.e. amino acidopathies such as PKU, organic acidopathies, and urea cycle defects)
- Disorders of carbohydrate metabolism (i.e. carbohydrate intolerance disorders, glycogen storage disorders, disorders of gluconeogenesis and glycogenolysis)
- Disorders of fat metabolism

**Good Cause** means nonpayment of premium, fraud or a cause for cancellation or a failure to renew which the Office of Superintendent of Insurance of the state of New Mexico has not found to be objectionable by regulation.

**Grievance** means any expression of dissatisfaction from any Member, the Member’s Representative, or a Practitioner/Provider representing a Member.

**Grievant** means any of the following:

- A policyholder, subscriber, enrollee, or other individual, or that person's authorized representative or Practitioner/Provider, acting on behalf of that person with that person's consent, entitled to receive health care benefits provided by the health care plan.
- An individual, or that person's authorized representative, who may be entitled to receive health care benefits provided by the health care plan.
- Individuals whose health insurance coverage is provided by an entity that purchases or is authorized to purchase health care benefits pursuant to the New Mexico Health Care Purchasing Act.

**Habilitative Services** means services that help a person learn, keep, or improve skills and functional abilities that they may not be developing normally.

**Health Benefits Plan** means a health plan or a policy, Contract, certificate or Agreement offered or issued by a Health Care Insurer or plan administrator to provide, deliver, arrange for, pay for, or reimburse the costs of Health Care Services. This includes a traditional fee-for-service Health Benefits Plan.

**Health Care Facility** means an institution providing Health Care Services, including a Hospital or other licensed Inpatient center; an ambulatory surgical or treatment center; a Skilled Nursing Facility; a Residential Treatment Center, a Home Health Agency; a diagnostic laboratory or imaging center; and a Rehabilitation Facility or other therapeutic health setting.

**Health Care Insurer** means a person that has a valid certificate of authority in good standing issued pursuant to the Insurance Code to act as an insurer, health maintenance organization, nonprofit health care plan, fraternal benefit society, vision plan, or pre-paid dental plan.

**Health Care Professional** means a physician or other health care Practitioner, including a pharmacist, who is licensed, certified or otherwise authorized by the state to provide Health Care Services consistent with state law. See **Practitioner**.

**Health Care Services** means services, supplies and procedures for the diagnosis, prevention, treatment, cure or relief of a health condition, illness, injury, or disease, and includes, to the extent offered by the Health Benefits Plan, physical and mental health services, including community-based mental health services, and services for developmental disability or developmental delay.

**Health Maintenance Organization (HMO)** means any person who undertakes to provide or arrange for the delivery of basic Health Care Services to Covered Persons on a prepaid basis, except for Cover Person responsibility for Cost Sharing (Copayments, Deductibles and/or Coinsurance).

**Hearing Aid** means Durable Medical Equipment that is of a design and circuitry to optimize audibility and listening skills in the environment commonly experienced by children.

**Hearing Officer, Independent Co-Hearing Officer or ICO** means a health care or other professional licensed to practice medicine or another profession who is willing to assist the Superintendent as a Hearing Officer in understanding and analyzing Medical Necessity and Coverage issues that arise in external review hearings.

**Home Health Agency** means a facility or program, which is licensed, certified or otherwise authorized pursuant to state laws as a Home Health Agency.

**Home Health Care Services** means Health Care Services provided to a Member confined to the home due to physical illness. Home Health Care Services and home intravenous services and supplies will be provided by a Home Health Agency at a Member's home when prescribed by the Member's Practitioner/Provider and we approve a Prior Authorization request for such services.

**Hospice** means a duly licensed facility or program, which has entered into an agreement with us to provide Health Care Services to Members who are diagnosed as terminally ill.

**Hospital** means an acute care general Hospital, which:

- Has entered into an agreement with us to provide Covered Hospital services to our Members.
- Provides Inpatient diagnostic and therapeutic facilities for surgical or medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of duly licensed Practitioners/Providers.
- Is not, other than incidentally, a place for rest, a place for the aged, or a nursing home.
- Is duly licensed to operate as an acute care general Hospital under applicable state or local law.

**Human Papillomavirus Screening** means a test approved by the Federal Food and Drug Administration for detection of the Human Papillomavirus.

**Identification Card (ID or Card)** means the card issued to a Subscriber (Member) upon our approval of an Application that identifies you as a Covered Member of your Health Benefits Plan.

**Immunosuppressive Drugs** means Prescription Drugs/Medications used to inhibit the human immune system. Some of the reasons for using Immunosuppressive Drugs include, but are not limited to:

- Preventing transplant rejection
- Supplementing chemotherapy
- Treating certain diseases of the immune system (i.e. "autoimmune" diseases)
- Reducing inflammation

- Relieving certain symptoms
- Other times when it may be helpful to suppress the human immune response

**Independent Quality Review Organization (IQRO)** means an organization independent of the Health Care Insurer or managed health care organization that performs external quality audits of Managed Health Care Plans and submits reports of its findings to both the Health Care Insurer and the managed health care organization and to the Division.

**In-network Pharmacy** means any duly licensed pharmacy, which has entered into an agreement with us to dispense Prescription drugs/Medications to our Members.

**In-network Physician** means any duly licensed Practitioner of the healing arts acting within the scope of his or her license who has entered into an agreement directly with us to provide Health Care Services to our Members.

**In-network Practitioner/Provider** means a Practitioner/Provider who, under a contract or through other arrangements with us, has agreed to provide Health Care Services to Covered Persons, known as Members, with an expectation of receiving payment, other than Cost Sharing (Copayments, Deductibles or Coinsurance), directly or indirectly from us.

**Inpatient** means a Member who has been admitted by a health care Practitioner/Provider to a Hospital for the purposes of receiving Hospital services. Eligible Inpatient Hospital services shall be those acute care services rendered to Members who are registered bed patients, for which there is a room and board charge. Admissions are considered Inpatient based on Medical Necessity, regardless of the length of time spent in the Hospital. This may also be known as Hospitalization.

**Long-term Therapy or Rehabilitation Services** means therapies that the Member's Practitioner/Provider, in consultation with us, does not believe will likely result in Significant Improvement within a reasonable number of visits. Long-term Therapy includes, but is not limited to, treatment of chronic or incurable conditions for which Rehabilitation Services produce minimal or temporary change or relief. Chronic conditions include, but are not limited to, Muscular Dystrophy, Down Syndrome and Cerebral Palsy.

**Malocclusion** means abnormal growth of the teeth causing improper and imperfect matching.

**Managed Care** means a system or technique(s) generally used by Health Care Insurers or their agents to affect access to and control payment for Health Care Services. Managed Care techniques most often include one or more of the following:

- Prior, concurrent, and retrospective review of the Medical Necessity and appropriateness of services or site of services
- Contracts with selected health care Practitioner/Providers

- Financial incentives or disincentives for Covered Persons to use specific Practitioners/Providers, services, prescription drugs, or service sites
- Controlled access to and coordination of services by a case manager
- Insurer efforts to identify treatment alternatives and modify benefit restrictions for high cost patient care

**Managed Health Care Plan (MHCP or Plan)** means a Health Benefit Plan that we offer as a Health Care Insurer that provides for the delivery of Comprehensive Basic Health Care Services and Medically Necessary services to individuals enrolled in the plan (known as Members) through our own contracted health care Practitioners/Providers. This Plan either requires a Member to use, or creates incentives, including financial incentives, for a Member to use health care Practitioners/Providers that we have under contract. This Plan (Agreement) is considered to be a Managed Health Care Plan.

**Maternity** means Coverage for prenatal, intrapartum, perinatal or postpartum care.

**Medicaid** means Title XIX and/or Title XXI of the Social Security Act and all amendments thereto.

**Medical Drugs** (Medications obtained through the medical benefit). Medical drugs are defined as medications administered in the office or facility that require a Health Care Professional to administer. They may involve unique distribution and may be required to be obtained from our specialty pharmacy vendor. Some Medical Drugs may require Prior Authorization before they can be obtained. Office administered applies to all outpatient settings including, but not limited to, physician's offices, emergency rooms, Urgent Care facilities and outpatient surgery facilities. For a complete list of Medical Drugs to determine which require Prior Authorization please see the Presbyterian Pharmacy website at [www.phs.org](http://www.phs.org).

**Medical Director** means a licensed physician in New Mexico, who oversees our Utilization Management Program and Quality Improvement Program, that monitors access to and appropriate utilization of Health Care Services and that is responsible for the Covered medical services we provide to you as required by New Mexico law.

**Medical Necessity or Medically Necessary** means Health Care Services determined by a Provider, in consultation with the Health Care Insurer, to be appropriate or necessary, according to any applicable generally accepted principles and practices of good medical care or practice guidelines developed by the federal government, national or professional medical societies, boards and associations, or any applicable clinical protocols or practice guidelines developed by the Health Care Insurer consistent with such federal, national, and professional practice guidelines, for the diagnosis or direct care and treatment of a physical, behavioral, or mental health condition, illness, injury, or disease.

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

**Medicare Eligible** means people age 65 and older, people under age 65 with certain illnesses or disability and people of any age with kidney disease that require kidney dialysis or kidney transplant.



**Member** means the Subscriber or Dependent eligible to receive Covered Benefits for Health Care Services under this Agreement. Also known as an **Enrollee**.

**National Health Care Network** means Out-of-network Practitioner/Providers, including medical facilities, with whom we have arranged a discount for Health Care Service(s) provided out-of-state (outside of New Mexico).

**Nurse Practitioner** means any person licensed by the board of nursing as a registered nurse approved for expanded practice as a **Certified Nurse Practitioner** pursuant to the Nursing Practice Act.

**Nutritional Support** means the administration of solid, powder or liquid preparations provided either orally or by enteral tube feedings. It is Covered only when enteral tube feedings are required.

**Observation Services** means outpatient services furnished by a Hospital and Practitioner/Provider on the Hospital's premises. These services may include the use of a bed and periodic monitoring by a Hospital's nursing staff, which are reasonable and necessary to evaluate an outpatient's condition or determine the need for a possible admission to the Hospital, or where rapid improvement of the patient's condition is anticipated or occurs. When a Hospital places a patient under outpatient observation stay, it is on the Practitioner/Providers written order. Our level of care criteria must be met in order to transition from Observation Services to an Inpatient admission. The length of time spent in the Hospital is not the sole factor determining Observation versus Inpatient status. Medical criteria will also be considered. Observation for greater than 24 hours will require Prior Authorization.

**Obstetrician/Gynecologist** means a Practitioner/Provider who is board eligible or board certified by the American Board of Obstetricians and Gynecologists or by the American College of Osteopathic Obstetricians and Gynecologists.

**Organ** means an independent body structure that performs a specific function.

**Orthopedic Appliances /Orthotic Device /Orthosis** means an individualized rigid or semi-rigid supportive device constructed and fitted by a licensed orthopedic technician which supports or eliminates motion of a weak or diseased body part. Examples of Orthopedic Appliances are functional hand or leg brace, Milwaukee Brace, or fracture brace.

**Orthotic Appliance** means an external device intended to correct any defect of form or function of the human body.

**Out-of-network Practitioner/Provider** means a health care Practitioner/Provider, including medical facilities, who has not entered into an agreement with us to provide Health Care Services to our Members.

**Out-of-network Services** means Health Care Services obtained from an Out-of-network Practitioner/Provider as defined above.

**Out-of-pocket Maximum** means the most that a Member will pay, in total Cost Sharing, during the Calendar Year. Once a Member has reached the Annual Out-of-pocket Maximum limit, we will pay 100% of the Usual, Customary and Reasonable charges up to any Lifetime Maximum Benefit limit. The Annual Out-of-pocket Maximum includes Deductible, Coinsurance and Copayments. **It does not include** non-covered charges including charges incurred after the benefit maximum has been reached. Covered charges for In-network Practitioner/Provider services do not apply to the Out-of-network Practitioner/Provider Annual Out-of-pocket Maximum, and Covered charges for Out-of-network Practitioner/Provider services do not apply to the In-network Practitioner/Provider Annual Out-of-pocket Maximum.

**Over-the-counter (OTC)** means a drug for which a prescription is not normally needed.

**Personal Representative** means a parent, guardian, or other person with legal authority to act on behalf of an individual in making decisions related to health care.

**PHP** means Presbyterian Health Plan, a corporation organized under the laws of the state of New Mexico.

**PPACA** means Patient Protection And Affordable Care Act.

**Physician** means any dully licensed Practitioner of the healing arts acting within the scope of his/her license.

**Practitioner/Provider** means any duly licensed Practitioner of the healing arts acting within the scope of his/her license.

**Practitioner/Provider Assistant** means a skilled person who is a graduate of a Practitioner/Provider Assistant or surgeon assistant program approved by a nationally recognized accreditation body or who is currently certified by the national commission on certification of Practitioner/Provider Assistants, and who is licensed in the state of New Mexico to practice medicine under the supervision of a licensed Practitioner/Provider.

**Preferred (as it refers to medication and diabetic supplies)** means medication that is selected for inclusion on Preferred tiers of the *Formulary* based on clinical efficacy, safety, and financial value.

**Premium** means the amount paid for a Contract of health insurance.

**Prepayment** means the monthly amount of money we charge, payable in advance, for Covered Benefits provided under this Agreement.

**Prescription Drugs/Medications** means those drugs that, by federal law, require a Practitioner's/Provider's prescription for purchase (the original packaging of which, under the federal Food, Drug and Cosmetic Act, is required to bear the legend, Caution: Federal law prohibits dispensing without a prescription or is so designated by the New Mexico State Board of Pharmacy as one which may only be dispensed pursuant to a prescription).

**Primary Care Physician or Practitioner (PCP)** means a Health Care Professional who, within the scope of his or her license, supervises, coordinates, and provides initial and basic care to Members, who may initiate their referral for specialist care, and who maintains continuity of patient care. We designate Practitioners/Providers to be Primary Care Physicians, provided they:

- Provide care within their scope of practice as defined under the relevant state licensing law
- Meet PHP's eligibility criteria for health care Providers/Practitioners who provide primary care
- Agree to participate and to comply with PHP's care coordination and referral policies

Primary Care Physicians include, but are not limited to, General Practitioners, Family Practice Physicians, Internists, Pediatricians, and Obstetricians / Gynecologists (if applicable), Practitioner/Provider Assistants and Nurse Practitioners. Other Health Care Professionals may also provide primary care as necessitated by a Member's health care needs. A list of Practitioners/Providers who serve as In-network Primary Care Physicians may be found online in the PHP Provider Directory at [www.phs.org](http://www.phs.org).

**Prior Authorization** is a clinical evaluation process to determine if the requested Health Care Service is Medically Necessary, a Covered Benefit, and if it is being delivered in the most appropriate health care setting. Our Medical Director or other clinical professional will review the requested Health Care Service and, if it meets our requirements for Coverage and Medical Necessity, it is **Authorized** (approved) before those services are provided.

The Prior Authorization process and requirements are regularly reviewed and updated based on various factors including Evidence-Based Medical Literature and practice guidelines, medical trends, Practitioner/Provider participation, state and federal regulations, and our policies and procedures.

**Prosthetic Device** means an artificial device to replace a missing part of the body.

**Provider** means any duly licensed Hospital or other licensed facility, physician, or other Health Care Professional authorized to furnish Health Care Services within the scope of their license.

**Pulmonary Rehabilitation** means a program of therapy designed to improve lung functions.

**[Qualified High Deductible Plan]** means a plan that does not provide/pay benefits until the respective Deductible for that year has been satisfied. The Federal Government has established minimum Deductibles and maximum out-of-pocket limits for a plan to be considered qualified and thus, satisfy one of the requirements for members wishing to contribute to a Health Savings Account (HSA). Please contact your HSA administrator or financial institution for further information on eligibility for enrollment in or contribution towards an HSA.]

**Reasonable/Prudent Layperson** means a person who is without medical training and who uses his or her experience and knowledge when deciding whether or not to seek Emergency Health Care Services. A Reasonable/Prudent Layperson is considered to have acted "reasonably" if someone else in their same situation would also have believed that emergency care was necessary. Acting "reasonably" could include

deciding that severe pain and other symptoms require emergency health care. In determining whether the Member acted as a Reasonable/Prudent Layperson we will consider the following factors:

- A reasonable person's belief that the circumstances required immediate medical care that could not wait until the next working day or the next available appointment
- The presenting symptoms
- Any circumstance that prevented the Member from using our established procedures for obtaining Emergency Health Care Services

**Reconstructive Surgery** means the following:

- Surgery and follow-up treatment to correct a physical functional disorder resulting from a disease or congenital anomaly.
- Surgery and follow-up treatment to correct a physical functional disorder following an injury or incidental to any surgery.
- Reconstructive Surgery and associated procedures following a mastectomy that resulted from disease, illness, or injury, and internal breast prosthesis incidental to the surgery.

**Rehabilitation Facility** means a Hospital or other freestanding facility licensed to perform Rehabilitation Services.

**Rehabilitation Services** means Health Care Services that help a Member keep, get back or improve skills and functioning for daily living that have been lost or impaired because a Member was sick, injured or disabled. These services may include physical and occupational therapy, and speech-language pathology in a variety of Inpatient and/or Outpatient settings.

**Rescission of Coverage** means a cancellation or discontinuance of Coverage that has retroactive effect. A cancellation or discontinuance of coverage is not a rescission if:

- The cancellation or discontinuance of Coverage has only a prospective effect, or
- The cancellation or discontinuance of coverage is effective retroactively to the extent it is attributable to a failure to timely pay required premiums, Prepayments or contributions towards the cost of Coverage.

**Residential Treatment Center** means a non-acute level facility that is credentialed and provides overnight lodging that is monitored by medical personnel, has a structured treatment program, and has staff available twenty-four hours a day.

**Screening Mammography** means a radiologic examination utilized to detect unsuspected breast cancer at an early stage in asymptomatic Members and includes the X-ray examination of the breast using equipment that is specifically for mammography, including the X-ray tube, filter, compression device, screens, film, and cassettes, and that has a radiation exposure delivery of less than one rad mid-breast.

Screening Mammography includes two views for each breast. Screening Mammography includes the professional interpretation of the film, but does not include diagnostic mammography.

**Service Area** means the geographic area in which we are authorized to provide services as a Health Maintenance Organization and includes the entire state of New Mexico.

**Short-term Rehabilitation** means Rehabilitation Services and therapy, including physical, occupational, speech and hearing therapies from which Significant Improvement of the physical condition may be expected. See *Summary of Benefits and Coverage* for the number of visits.

**Significant Improvement** means that:

- The patient is likely to meet all therapy goals for a reasonable number of visits of therapy or
- The patient has met all therapy goals in the preceding visits of therapy, as specifically documented in the therapy record.

**Skilled Nursing Facility** means an institution that is licensed under state law to provide skilled care nursing care services and has entered into an agreement with PHP to provide Covered Services to our Members.

**Smoking Cessation Counseling/Program** means a program, including individual, group, or proactive telephone quit line, that:

- Is designed to build positive behavior change practices and provides for quitting Tobacco use, understanding nicotine addiction, various techniques for quitting Tobacco use and remaining Tobacco free, discussion of stages of change, overcoming the problems of quitting, including withdrawal symptoms, short-term goal setting, setting a quit date, relapse prevention information and follow up.
- Operates under a written program outline, that at a minimum includes an overview of service, service objectives and key topics covered, general teaching/learning strategies, clearly stated methods of assessing participant success, description of audio or visual materials that will be used, distribution plan for patient education material and method for verifying a Member's attendance.
- Employs counselors who have formal training and experience in Tobacco cessation programming and are active in relevant continuing education activities.
- Uses a formal evaluation process, including mechanisms for data collection and measuring participant rate and impact of the program.

**Special Medical Foods** means nutritional substances in any form that are used in treatment to compensate and maintain adequate nutritional status for genetic Inborn Errors of Metabolism (IEM). These Special Medical Foods require Prior Authorization through Presbyterian's Pharmacy Department.

**Specialty Pharmaceuticals** (Tier 4 Medications obtained through the Prescription Drug/Medication pharmacy benefit) are defined as any drug defined as high cost (greater than \$600 per 30 day supply). These drugs are self-administered meaning they are administered by the patient or to the patient by a family Member or care-giver. Some Specialty Pharmaceuticals must be obtained at our Preferred Network Specialty Pharmacy and may require Prior Authorization before they are obtained. These drugs may be subject to a separate Copayment to a maximum as outlined in your *Summary of Benefits and Coverage*. These drugs may also be subject to a Calendar Year Out-of-pocket Maximum when provided by our In-network Practitioner/Provider as outlined in your *Summary of Benefits and Coverage*. [The Specialty Pharmaceutical Out-of-pocket Maximum is separate from the Plan's Annual Calendar Year Out-of-pocket Maximum.] For a complete list of these drugs, please see the Specialty Pharmaceutical listing at [www.phs.org](http://www.phs.org). You can call our Presbyterian Customer Service Center at **(505) 923-5678, toll-free 1-800-356-2219. Hearing impaired users may call our TTY line at (505) 923-5699 or toll-free (877) 298-7407.**

**Specialty Pharmacy** – Presbyterian's In-network Pharmacy vendor that, under contract or other arrangement with us, provides Covered Specialty Pharmaceuticals to Members.

**Spouse** - Legally married husband or wife.

**Subluxation (Chiropractic)** means misalignment, demonstrable by x-ray or Chiropractic examination, which produces pain and is correctable by manual manipulation.

**Subscriber** means the Person in whose name the Contract is issued.

**Subscriber Agreement (Agreement)** means the booklet which describes the Covered Benefits, including the terms, **limitations** and **exclusions**, for which the Member and his/her eligible Dependents (if any) are eligible.

**Substance Abuse** means dependence on or abuse of substances meeting the criteria as stated in the Diagnostic and Statistical Manual IV for these disorders.

**Summary of Benefits and Coverage** means the written materials required by state law to be given to the Covered Person/Grievant by the Health Care Insurer or Contract holder.

**Superintendent** means The Superintendent of Insurance.

**Temporomandibular Joint (TMJ)** is the joint that hinges the lower jaw (mandible) to the temporal bone of the skull.

**Termination of Coverage** means the cancellation or non-renewal of Coverage provided by a Health Care Insurer to a Covered Person/Grievant but does not include a voluntary termination by a Covered Person/Grievant or termination of the Health Benefits Plan that does not contain a renewal provision.

**Tertiary Care Facility** means a Hospital unit which provides complete perinatal care and intensive care of intrapartum and perinatal high-risk patients with responsibilities for coordination of transport, communication, education and data analysis systems for the geographic area served.

**Tobacco** means cigarettes (including roll-your own or handmade cigarettes), bidis, kreteks, cigars (including little cigars, cigarillos, regular cigars, premium cigars, cheroots, chuttas, and dhumti), pipe, smokeless Tobacco (including snuff, chewing Tobacco and beetle nut), and novel Tobacco products, such as *eclipse*, *accord* or other low-smoke cigarettes.

**Total Allowable Charges** means, for In-network Practitioner/Providers, the Total Allowable Charges may not exceed the amount the Practitioner/Provider has agreed to accept from us for a Covered service. For Out-of-network Practitioner/Providers, the Total Allowable Charges may not exceed the Usual, Customary and Reasonable Charge as we determine for a service.

**Traditional Fee-for-Service Indemnity Benefit** means a fee-for-service indemnity benefit, not associated with any financial incentives that encourage Covered Persons/Grievants to utilize preferred (In-network) Practitioners/Providers, to follow pre-authorization (Prior Authorization) rules, to utilize Prescription Drug Formularies or other cost-saving procedures to obtain Prescription Drugs, or to otherwise comply with a plan's incentive program to lower cost and improve quality, regardless of whether the benefit is based on an indemnity form of reimbursement for services.

**Uniform Standards** means all generally accepted practice guidelines, evidence-based practice guidelines or practice guidelines developed by the federal government or national and professional medical societies, boards and associations, and any applicable clinical review criteria, policies, practice guidelines, or protocols developed by a Health Care Insurer consistent with the federal, national, and professional practice guidelines that are used by a Health Care Insurer in determining whether to certify (authorize) or deny a requested Health Care Service.

**Urgent Care** means Medically Necessary Health Care Services provided in urgent situations for unforeseen conditions due to illness or injury that are not life threatening but require prompt medical attention.

**Urgent Care Center** means a facility operated to provide Health Care Services in emergencies or after hours, or for unforeseen conditions due to illness or injury that are not life-threatening but require prompt medical attention.

**Usual, Customary and Reasonable** means the amount we determine to be payable for Covered Services rendered to Members by Out-of-network Practitioner/Providers, based upon the following criteria:

- The PHP Fee Schedule for the services provided
- Fees that a professional Practitioner/Provider usually charges for a given service based on recognized bench marks or percentage of billed amount, as selected or determined by us, and
- Fees which fall within the range of usual charges for a given service filed by most professional Practitioners/Providers in the same locality who have similar training and experience, and
- Fees which are usual and customary or which could not be considered excessive in a particular case because of unusual circumstances.

**Utilization Review** means a system for reviewing the appropriate and efficient allocation of medical services and Hospital resources given or proposed to be given to a patient or group of patients.

**Vocational Rehabilitation** means services which are required in order for the individual to prepare for, enter, engage in, retain or regain employment.

**Well-child Care** means routine pediatric care and includes a history, physical examination, developmental assessment, anticipatory guidance, and appropriate immunizations and laboratory tests in accordance with prevailing medical standards as published by the American Academy of Pediatrics.

**Women's Health Care Practitioner/Provider** means any Practitioner/Provider who specializes in Women's Health Care and who we recognize as a Women's Health Care Practitioner/Provider.



## EXHIBIT A

[PLACEHOLDER VSP Pediatric Vision]

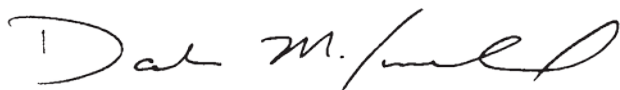
## EXHIBIT B

### [PLACEHOLDER HEALTHWAYS] GYM MEMBERSHIP

This Subscriber Agreement is issued to the Subscriber named in an Application received and accepted by Presbyterian Health Plan, a New Mexico corporation. The terms and conditions appearing herein and any applicable amendments are part of this Subscriber Agreement.

**IN WITNESS THEREOF, Presbyterian Health Plan has caused this Subscriber Agreement to be executed by a duly authorized agent.**

PRESBYTERIAN HEALTH PLAN

A handwritten signature in black ink, appearing to read "Dale M. Maxwell". The signature is fluid and cursive, with the first name "Dale" and last name "Maxwell" clearly distinguishable.

Dale Maxwell  
Senior Vice President, Chief Financial Officer  
Presbyterian Health Plan