



State of New Mexico

## Summary Plan Description

Offered by the State of New Mexico

Administered by Presbyterian Health Plan, Inc.

HMO Medical Plan

HWH20002

## WELCOME

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### Welcome

This *Summary Plan Description* describes your group medical benefits. The State of New Mexico strongly believes in providing for employees' protection and welfare and is pleased to offer this Plan.

This booklet is intended to provide you with easy-to-understand general explanations of your Plan's more significant provisions, effective January 1, 2024. Every effort has been made to make these explanations as accurate as possible. If any conflict should arise between this booklet and the claims administrative procedures of our Third-Party Claim Administrator, Presbyterian Health Plan, Inc. (PHP), or if any provision is not covered or only partially covered, the terms of this benefit booklet will govern in all cases.

This booklet does not imply a contract of employment. The State of New Mexico reserves the right to terminate, discontinue, alter, modify or change this Plan or any provision of this Plan at any time.

It is your responsibility to read and understand the terms and conditions in this booklet. You are urged to read this booklet carefully and use it to make well-informed benefits decisions for you and your family.

Very truly yours,

General Services Department, Risk Management Division (GSD/RMD)

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## SUMMARY OF BENEFITS

### Summary of Benefits

The following are the Highlights of the HMO administered by Presbyterian Health Plan, Inc. (PHP) for State of New Mexico employees Statewide. These benefits are effective January 1, 2024 through December 31, 2024. The specific terms of coverage, limitations and exclusions are detailed in Sections 2, 4 and 5 of the *Summary Plan Description*.

Benefit	National HMO Plan		
	<i>Benefit Highlights</i>	<i>Tier I Presbyterian Preferred Network/Provider</i>	<i>Tier II Presbyterian Nationwide HMO Network/Provider</i>
	Copayments/Coinsurance vary depending on service; see below		
	Member deductible (Calendar Year) Single Two-Party Family	\$350 \$700 \$1,050	\$500 \$1,000 \$1,500
	Out-of-pocket Maximum (Calendar Year) Includes medical and Rx cost -sharing Single Two-Party Family	\$3,750 \$7,500 \$11,250	\$4,250 \$8,500 \$12,750
	Lifetime maximum	Unlimited (Certain services are subject to Calendar Year and/or lifetime maximums or are limited per condition.)	
<b><i>Physician Services</i></b>	Office visit Primary/Gyn care Video visits Specialty care Telehealth	\$25 Copayment <sup>5</sup> \$0 Copayment <sup>5</sup> \$45 Copayment <sup>5</sup> \$0 Copayment per visit <sup>5</sup>	\$40 Copayment <sup>5</sup> \$0 Copayment <sup>5</sup> \$60 Copayment <sup>5</sup> \$0 Copayment per visit <sup>5</sup>
	On-campus student health center	\$25 Copayment per visit <sup>5</sup>	\$40 Copayment per visit <sup>5</sup>
	Preventive services Routine physicals Well-Child care including vision and hearing screening (through age 26) Immunizations Adult wellness Health education programs	No Copayment <sup>5</sup> No Copayment <sup>5</sup>  No Copayment <sup>5</sup> No Copayment <sup>5</sup> Fees Vary (based on service)	No Copayment <sup>5</sup> No Copayment <sup>5</sup>  No Copayment <sup>5</sup> No Copayment <sup>5</sup> Fees Vary (based on service)

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## SUMMARY OF BENEFITS

	Women's Preventive Services Contraceptive Methods •Intrauterine Devices (IUD) •Hormone Contraceptive Injections •Inserted Contraceptive Devices •Implanted Contraceptive Devices Breastfeeding support supplies and counseling (for one year after delivery)	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Laboratory	\$20 Copayment <sup>5</sup>	\$20 Copayment <sup>5</sup>
	X-ray	\$100 Copayment <sup>5</sup>	\$100 Copayment <sup>5</sup>
	Allergy testing and treatment	\$45 Copayment <sup>5</sup>	\$60 Copayment <sup>5</sup>
	Allergy injections by a nurse	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Allergy extract preparation	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
<b><i>Hospital Services</i></b>	Hospitalization (includes room and board, Inpatient Provider care – Provider visits, surgeon and anesthesiologist) <sup>3</sup>	20% Coinsurance after deductible	20% Coinsurance after deductible
<b><i>Hospital Services (continued)</i></b>	Inpatient rehabilitation services <sup>3</sup>	20% Coinsurance after deductible	20% Coinsurance after deductible
	Laboratory	\$20 Copayment <sup>5</sup>	\$20 Copayment <sup>5</sup>
	X-ray	\$100 Copayment <sup>5</sup>	\$100 Copayment <sup>5</sup>
	MRI/PET Scans/CT Scans <sup>3</sup>	\$250 Copayment Maximum of \$250 per test per day <sup>5</sup>	\$250 Copayment Maximum of \$250 per test per day <sup>5</sup>
	Hospital Observation Services (no Admission)	20% Coinsurance after deductible	20% Coinsurance after deductible
	Surgery- Outpatient (no Hospital Admission)- Facility claim only	\$500 Copayment <sup>5</sup>	\$500 Copayment <sup>5</sup>
<b><i>Maternity Services</i></b>	Provider/midwife services (delivery, prenatal/postnatal care) Note: Copayment does not include laboratory or x-ray services	\$25 Copayment- initial visit only, all other visits no Copayment <sup>5</sup>	\$40 Copayment- initial visit only, all other visits no Copayment <sup>5</sup>
	Genetic testing and counseling <sup>3</sup>	Copayment based on place of service	Copayment based on place of service
	Hospital Admission <sup>3</sup>	\$1,000 Copayment per pregnancy <sup>5</sup>	\$1,000 Copayment per pregnancy <sup>5</sup>
	Routine nursery care for newborns	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>

## SUMMARY OF BENEFITS

<b>Emergency Services</b>	Emergency room visit <sup>2</sup>	20% Coinsurance after deductible	20% Coinsurance after deductible
	Urgent Care center	\$100 Copayment <sup>5</sup>	\$100 Copayment <sup>5</sup>
	Ambulance <sup>1</sup>		
	Ground transportation	20% Coinsurance after deductible	20% Coinsurance after deductible
	Air Ambulance	20% Coinsurance after deductible	20% Coinsurance after deductible
<b>Mental Health</b>	Outpatient services	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Inpatient services <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Partial Hospitalization <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Residential Treatment Center <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	(limited to 60 days/Calendar Year, must be Medically Necessary)		
<b>Substance Use Disorder</b>	Outpatient services <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Acute Inpatient Hospital services <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Partial Hospitalization <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Intensive Outpatient (non-Step Down) <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Residential Treatment Center <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
(limited to 60 days/Calendar Year, must be Medically Necessary)			
<b>Autism Spectrum Disorder (Habilitative)</b>	PCP <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Specialist <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Outpatient Physical Therapy <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Outpatient Speech Therapy <sup>3</sup>	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
	Applied Behavioral Analysis (ABA)	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>
<b>Other Services</b>	Biofeedback (for specified medical conditions only)	\$45 Copayment <sup>5</sup>	\$60 Copayment <sup>5</sup>
	Cardiac or pulmonary rehabilitation	\$45 Copayment <sup>5</sup>	\$60 Copayment <sup>5</sup>
	Chemotherapy and/or radiation therapy	No Copayment after deductible	No Copayment after deductible
	Acupuncture Services (Combined with Chiropractic and combined Tier I and Tier II annual limit of 25 visits per calendar year) <sup>4</sup>	\$50 Copayment <sup>5</sup>	\$50 Copayment <sup>5</sup>
	Chiropractic Services (Combined with Acupuncture and combined Tier I and Tier II annual limit of 25 visits per calendar year) <sup>4</sup>	\$25 Copayment <sup>5</sup>	\$40 Copayment <sup>5</sup>

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Naprapathic and Massage Therapy Services <sup>4</sup> (Combined annual limit and combined Tier I and Tier II annual limit of 25 visits per calendar year)	\$55 Copayment <sup>5</sup>  No Copayment for Massage therapy with Behavioral Health Diagnosis Code	\$55 Copayment <sup>5</sup>  No Copayment for Massage therapy with Behavioral Health Diagnosis Code
Dental services (for specified medical conditions only) Inpatient <sup>3</sup>  Outpatient	20% Coinsurance after deductible \$45 office visit Copayment <sup>5</sup>	20% Coinsurance after deductible \$60 office visit Copayment <sup>5</sup>
Dialysis	No Copayment after deductible	No Copayment after deductible
Durable Medical Equipment, orthotics, prosthetics and appliances <sup>3</sup>	20% Coinsurance after deductible	20% Coinsurance after deductible
Injectable drugs received in the office <sup>3</sup> If billed in conjunction with an office visit  If provided by a nurse and no office visit is billed	No Copayment after deductible  No Copayment after deductible	No Copayment after deductible  No Copayment after deductible
Home health care <sup>3</sup>	\$45 Provider Copayment <sup>5</sup> , no Copayment for nursing services	\$60 Provider Copayment <sup>5</sup> , no Copayment for nursing services
Hearing Aids (to include repair, replacement and associated testing) No Age Restriction	Plan pays 100% up to a maximum of \$2,500 per hearing-impaired ear every 36 months. <sup>5</sup>	Plan pays 100% up to a maximum of \$2,500 per hearing-impaired ear every 36 months. <sup>5</sup>
Hospice <sup>3</sup> Bereavement counseling (limited to 3 sessions during the Hospice benefit period) No Copayment <sup>5</sup> Respite care (lifetime maximum of 2 sessions of up to 10 days for each Hospice benefit period)	No Copayment <sup>5</sup>	No Copayment <sup>5</sup>

## SUMMARY OF BENEFITS

<b>Other Services (cont'd)</b>	Infertility related services (only limited services covered)	Copayment based on services	Copayment based on services
	Physical, occupational and speech therapy	\$25 Copayment <sup>5</sup>	\$40 Copayment <sup>5</sup>
	Skilled Nursing Facility (Admission Copayment waived if readmitted within 15 days) <sup>3</sup>	20% Coinsurance after deductible	20% Coinsurance after deductible
	Sleep disorder studies Inpatient <sup>3</sup> or Home/Sleep lab (2 nights)	20% Coinsurance after deductible	20% Coinsurance after deductible
	Smoking cessation	50% Coinsurance after deductible	50% Coinsurance after deductible
	Surgical services Inpatient	Covered as part of Hospital Admission \$500 Copayment <sup>5</sup> (Facility claim only)	Covered as part of Hospital Admission \$500 Copayment <sup>5</sup> (Facility claim only)
	Outpatient		
	In-Office PCP Specialist		
	Reconstructive Surgery <sup>3</sup> Inpatient	20% Coinsurance after deductible \$500 Copayment <sup>5</sup> (Facility claim only)	20% Coinsurance after deductible \$500 Copayment <sup>5</sup> (Facility claim only)
Outpatient			
Weight loss programs (Morbid Obesity treatment only) Inpatient <sup>3</sup>	20% Coinsurance after deductible \$45 office visit Copayment <sup>5</sup>	20% Coinsurance after deductible \$60 office visit Copayment <sup>5</sup>	
Outpatient			
<b>Transplants<sup>3</sup></b> (No Lifetime Maximum)	Coverage for human organ transplants (refer to Sections 4 and 5 for details on transplant coverage)	Copayments based on place of service	Copayments based on place of service
<b>Prescription Drugs</b>	<b>Administered by CVS Caremark. Call CVS Caremark at 1-877-744-5313.</b>		

<sup>1</sup> Ambulance Coinsurance is waived if transportation is Medically Necessary and results in a Hospital Admission.

<sup>2</sup> The Emergency Care Coinsurance is waived if a Hospital Admission results. Then, the Hospital Admission Coinsurance applies. Copay is for the ER visit only; other services are subject to Deductible and Coinsurance.

<sup>3</sup> Prior Authorization may be required. See Section 2 for Prior Authorization requirements and potential penalties.

<sup>4</sup> This benefit includes an annual maximum payment, annual visit limitation, lifetime visit limitation and/or lifetime maximum payment. Refer to Sections 2 and 4 of this booklet.

<sup>5</sup> Not subject to the Deductible.

## SUMMARY OF BENEFITS

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### Health Management

- Presbyterian Health Plan provides Members several tools to better manage all health conditions, including direct access to medical advice any time, day or night through PresRN Nurse Advice Line –**1-866-221-9679**.
- Help manage chronic conditions through Presbyterian Healthy Solutions program – **(505) 923-5487** or **1-800-841-9705**.
- Useful diabetes education and support through our Certified Diabetes Educators. These resources are available through “Find a Doctor” on [www.phs.org](http://www.phs.org).

The State of New Mexico provides group healthcare coverage through the Health Maintenance Organization Plan (Plan) administered by Presbyterian Health Plan, Inc.

## SECTION 1 - INTRODUCTION

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### Section 1 - Introduction

The State of New Mexico provides group healthcare coverage through the HMO-type Medical Plan (Plan) administered by Presbyterian Health Plan, Inc. (PHP). The State of New Mexico medical plan is a Two-Tier Plan. Under this HMO plan, you may use Providers in the Tier I, Presbyterian Preferred Network or the Tier II, Presbyterian Nationwide HMO Network. You will pay the lowest Out-of-pocket costs when using a participating Provider in the Presbyterian Preferred network but have the flexibility to see Providers in the Presbyterian Nationwide HMO Network. (Throughout this booklet you may see the Presbyterian Preferred network referred to as Tier I and the Presbyterian Nationwide HMO Network referred to as Tier II).

This booklet is your *Summary Plan Description (SPD)*. It describes the benefits and limitations of the Plan. It explains how to file claims (if applicable), request reconsideration of a claim or file for an adjustment of a benefit payment.

You should know several basic facts as you read this booklet:

- Providers are Physicians, Hospitals and other Healthcare Professionals or facilities that provide Healthcare Services.
- In-network Primary Care Providers (PCPs) and In-network Providers have contractual agreements with Presbyterian Health Plan that allow lower Out-of-pocket expenses and additional benefits for covered persons.
- Presbyterian Health Plan has arranged to provide additional coverage with out-of-state National HMO Network Providers when you obtain services outside of New Mexico.

Please take the time to read this booklet carefully before placing it in a safe place for future reference. If you have any questions regarding this booklet, please call the Presbyterian Customer Service Center, Monday through Friday, between the hours of 7 a.m. and 6 p.m. at **(505) 923-5600** or toll-free at **1-888-275-7737**. TTY users may call **1-877-298-7407**. It is best to call for clarification before services are rendered to ensure that the proper procedures are followed in order to afford you with the maximum level of benefits available under the Plan.

## SECTION 2 – HOW THE PLAN WORKS

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### Section 2 - How the Plan Works

Your Group healthcare plan is an HMO Two-Tier Plan, whereby you obtain all routine Covered Services from In-network Providers within the Presbyterian Health Plan Provider network or from our National HMO Network Providers outside of New Mexico.

#### Tier I Presbyterian Preferred Network Providers

Tier I features a high-value subset of our HMO network Providers including out integrated system of more than 1,600 Providers in Presbyterian Medical Group and other high performing in-network Providers.

#### Tier II Presbyterian National HMO Network Providers

Tier II includes our HMO network of more than 24,000 New Mexico Providers (Excluding those Providers in Tier I) and the Multiplan national network of nearly 900,000 Providers.

#### Tier I and Tier II In-network Providers

You may choose an In-network Primary Care Provider (PCP) to coordinate your care. In-network PCPs are Providers who have a contract with Presbyterian Health Plan to provide, coordinate and manage your healthcare needs. In-network PCPs include family and general practice, internal medicine and pediatric Providers who are conveniently located throughout the HMO network area. When you see an In-network PCP or any other In-network Provider, you pay a Deductible and/or Copayment for most services. The In-network Provider handles any necessary **Prior Authorizations** for you.

In-network OB/GYNs can be seen. This benefit, called Open Access, allows female Members to see their OB/GYN for care related to pregnancy or any gynecological condition. You do not need **prior authorization** from the State of New Mexico or from any other person (including a Primary Care Provider) in order to obtain access to obstetrical or gynecological care from a healthcare professional in our network who specializes in obstetrics or gynecology. The healthcare professional, however, may be required to comply with certain procedures, including obtaining **prior authorization** for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating professionals who specialize in obstetrics or gynecology, contact Presbyterian Customer Service Center at **(505) 923-5600** or **toll-free at 1-888-275-7737**. The plan does not require **prior authorization** or a female patient's referral to see a participating Provider specializing in OB/GYN care. OB/GYN Providers are allowed to directly refer for or order OB/GYN-related items and services without another Provider's approval, including your PCP.

If you want to know more about your In-network Provider, the Presbyterian Customer Service Center can tell you information such as medical school attended, residency completed and board certification status.

## SECTION 2 – HOW THE PLAN WORKS

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### National HMO Network Providers

You can also obtain Covered Services outside of New Mexico from National HMO Network Providers. Your Deductible, Copayment and/or Coinsurance will be the same as if you received the services from a Participating Provider. You can contact a Presbyterian Customer Service Center representative to help you locate an out-of-state Multiplan/PHCS Provider. However, National HMO Network Providers are not considered “Participating Providers.” If a Covered Service requires **Prior Authorization**, you are responsible for obtaining that **Prior Authorization** before obtaining that Covered Service from Out-of-network Providers or National HMO Network Providers. If you fail to obtain **Prior Authorization** when required, you will be responsible for a \$250 penalty for Covered Services, in addition to Copayments, Deductibles and/or Coinsurance as listed in the *Summary of Benefits*.

You will not have any claims to file or papers to fill out in order to be reimbursed for medical services obtained from Participating Providers and out-of-state National HMO Network Providers. Your participating Provider or out-of-state National HMO Network Provider will bill us directly. Most Provider visits and Hospital Admissions do require Copayment at the time of service. The amount of your Copayment for each service can be found in the *Summary of Benefits*.

### Out-of-network Providers

Out-of-network Providers are those Providers that are not part of the Presbyterian Health Plan Provider network and are not an out-of-state National HMO Network Provider. Services provided by Out-of-network Providers other than in Out-of-network Student Health Centers, and except for injury, urgent or emergency care, are excluded under this Plan.

### How to Obtain Primary Care Services

Primary Care Providers include, but are not limited to, General Providers, Family Practice Providers, Internists, Pediatricians and Obstetricians/Gynecologists (if applicable).

Establishing a relationship with your Primary Care Provider is an important part of your healthcare 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 Provider 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.



## SECTION 2 – HOW THE PLAN WORKS

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### Women's Healthcare Provider

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

### Specialist Care

As our Member, you must carefully follow all procedures and conditions for obtaining care from In-network Specialists and/or Out-of-network Providers. We no longer require a paper referral from your Primary Care Provider (PCP) for your visits to Specialists. However, it is important to your healthcare that your PCP is included in the decisions about the Specialists 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 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 Provider Office Hours

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

If Emergency Healthcare 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 p.m. In such circumstances, it may be necessary to use an emergency room for care 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 Healthcare Services.

## SECTION 2 – HOW THE PLAN WORKS

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### How to Access Care

Though not required, it is highly recommended that you select an In-network PCP to coordinate your healthcare needs. Your In-network PCP will be able to meet most of your healthcare needs. A list of In-network PCPs may be found in the Presbyterian Health Plan Provider Directory or from the Presbyterian Health Plan Web Site at [https://www2.phs.org/providers?directory\\_type=php&insurance\\_plans=state-of-new-mexico-preferred-tier-1-network](https://www2.phs.org/providers?directory_type=php&insurance_plans=state-of-new-mexico-preferred-tier-1-network). You may choose any doctor, nurse practitioner or physician assistant on that list as your In-network PCP.

If you need additional information about a Provider or would like to report an inaccuracy in the Provider Directory, you may call our Presbyterian Customer Service Center, Monday through Friday from 7 a.m. to 6 p.m. at (505) 923-5600 or 1-877-275-7737. Hearing impaired users may call TTY 711.

Additionally, you may submit a Provider Directory inaccuracy report online at [https://www2.phs.org/providers?directory\\_type=php&insurance\\_plans=state-of-new-mexico-preferred-tier-1-network](https://www2.phs.org/providers?directory_type=php&insurance_plans=state-of-new-mexico-preferred-tier-1-network) and by navigating to the identified Provider's details page and choosing the *Report Inaccuracies* option.

The Provider Directory is subject to change, and you should always verify the Practitioner/Provider's network status by visiting our website at [https://www2.phs.org/providers?directory\\_type=php&insurance\\_plans=state-of-new-mexico-preferred-tier-1-network](https://www2.phs.org/providers?directory_type=php&insurance_plans=state-of-new-mexico-preferred-tier-1-network). Updates are made to the Provider Directory on a daily basis, so the online version is always the most current list. However, if you require a printed copy of the directory, you may request it by calling the Presbyterian Customer Service Center at the number above.

If our Provider Directory lists inaccurate information that you relied on in choosing a Provider, you will only be responsible for paying your In-network Cost-sharing amount for care received from that Provider. Please refer to the **Summary of Health Insurance Grievance Procedures Section** to understand your rights for filing an appeal.

You may choose to obtain PCP services from an out-of-state National HMO Network Provider. If you chose this option, no PCP data will appear on your ID Card. If you decide to obtain PCP services from an out-of-state National HMO Network Provider, you will have to manage more of your healthcare. National HMO Network Providers are not required to utilize In-network Providers, In-network Hospitals or facilities or other out-of-state National HMO Network Providers or facilities for laboratory tests, x-rays or any other Covered Service. Therefore, if you choose to obtain services from a National HMO Network Provider and they request laboratory tests, x-rays, etc., or refer you to another Provider/Specialist, it is your responsibility to ensure the Provider or facility providing Covered Services is an In-network or an out-of-state National

## SECTION 2 – HOW THE PLAN WORKS

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HMO Network Provider or facility. Otherwise, the services may not be covered, and your claim may be denied.

### What Is Prior Authorization?

**Prior Authorization** can provide you with the assurance that, when you are using the Plan, you are being treated in the most efficient and appropriate healthcare setting. It will also help manage the rising costs of healthcare. Your participation is essential. Together, we can make **Prior Authorization** an effective program.

If you obtain services from an In-network Provider, the Presbyterian Health Plan Health Services Department staff will ask your In-network PCP/Specialist for information about your medical condition, the proposed treatment plan and the estimated length of stay if hospitalization is required. The Health Services Department staff will evaluate the information and notify your PCP or Specialist (usually at the time of the call) if the proposed treatment or hospitalization is approved. **Prior Authorization** has been completed when your In-network PCP/Specialist has been told that the proposed services are approved. Payment is made as explained in the *Summary of Benefits* and in “Covered Services.”

If you obtain services from an out-of-state National HMO Network Provider, you will have to contact Presbyterian Health Plan to obtain **Prior Authorization** when required. You should discuss the need for **Prior Authorization** with your out-of-state National HMO Network Provider. However, it will remain your responsibility to obtain **Prior Authorization** when required. Failure to do so may result in a \$250 penalty, in addition to the Copayment, Deductible and/or Coinsurance listed on the *Summary of Benefits*.

The **Prior Authorization** requirements affect whether the Plan pays for your Covered Services. However, **Prior Authorization** does not deny your right to be admitted to any Hospital. Important: If you have Two-Party or Family Coverage, **Prior Authorization** requirements apply to your family members who are also covered persons.

To review the **Prior Authorization** Guide, please visit [https://onbaseext.phs.org/PEL/DisplayDocument?ContentID=OB\\_00000002930](https://onbaseext.phs.org/PEL/DisplayDocument?ContentID=OB_00000002930).

### What Procedures Require Prior Authorization?

**Prior Authorization** is required for many services. If you obtain services from an In-network Provider, they will obtain **Prior Authorization**. If you obtain services from an out-of-state National HMO Network Provider, you are responsible for obtaining **Prior Authorization** (when required) prior to obtaining services.

Services of an Out-of-network Provider will not be covered without **Prior Authorization**. If you are obtaining services from an Out-of-network Provider, it is your responsibility to verify that

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**Prior Authorization** has been obtained before any services are obtained. (The only exception is for emergency or urgent care or care in a Student Health Center.)

### **Prior Authorization - Inpatient**

If an In-network Provider recommends you be admitted as an Inpatient to a Hospital or treatment facility, that In-network Provider is responsible for any **Prior Authorization** requirement for Inpatient Admissions. If an out-of-state National HMO Network Provider recommends you be admitted as an Inpatient to a Hospital treatment facility, it is your responsibility to obtain **Prior Authorization** prior to being admitted.

If there has been no **Prior Authorization**, you are Hospitalized, and Presbyterian Health Plan determines that the Admission was for a Covered Service, but hospitalization was not Medically Necessary, no benefits are paid for Inpatient room and board charges, and these expenses do not apply toward the maximum Out-of-pocket provision. Other Covered Services are paid as explained in the *Summary of Benefits* and (Section 4). If the Admission is not for a Covered Service, no payment is made.

**Note:** All Inpatient behavioral health and Alcohol and/or Substance Use Disorder services require **Prior Authorization** from the PHP Behavioral Health Department (**1-800-453-4347**). Services without **Prior Authorization** will not be covered. Presbyterian Health Plan Behavioral Health Department must be notified of emergencies by the end of the next business day, or benefits may be denied.

**Prior Authorization** procedures also apply in the event you are transferred from one facility to another or when a newborn child remains Hospitalized after the mother is discharged.

**Important:** If you have Two-Party or Family Coverage, **Prior Authorization** requirements apply to your family members too.

### **Prior Authorization for Other Medical Services**

**Prior Authorization** determines only the Medical Necessity of a procedure or an Admission and an allowable length of stay. Approvals (for example, to receive non-specified services from a particular Provider) do not guarantee payment and do not validate eligibility. Benefit payments are based on your eligibility and benefits in effect at the time you receive services. Services not listed as covered and services that are not Medically Necessary are not covered.

In addition to **Prior Authorization** for all Inpatient services, **Prior Authorization** is required for the following services:

- Cancer Clinical Trials as specified in (Section 4)
- Selected Durable Medical Equipment and Supplies
- Podiatric and Orthopedic Appliances

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- Home health care
- Hospice
- Hospital Admissions
- Select genetic testing
- Certain injectables received in the Provider's office
- Investigational or Experimental Services
- Magnetic Resonance Imaging (MRI)
- Computer Axial Tomography (CAT/CT)
- Mental Health (Inpatient)
- Some medical supplies
- Morbid obesity Surgery
- Services from Out-of-network Providers (excluding out-of-state National HMO Network Providers), except for injuries, emergencies, a need for Urgent Care or the use of a Student Health Center
- Select Orthotics and Prosthetics
- Positron Emission Tomography (PET) Scans
- Reconstructive Surgery
- Repair or replacement of non-rental DME
- Residential Treatment Centers
- Selected Surgical Procedures
- Skilled Nursing Facilities
- Transplants

**Note:** In-network Providers request **Prior Authorizations**. Discuss the need for **Prior Authorizations** with your In-network Provider before obtaining any of the services listed above. If you obtain any of these services from an out-of-state National HMO Network Provider, you will have to obtain **Prior Authorization** from Presbyterian Health Plan prior to obtaining services. If you fail to obtain **Prior Authorization**, you will be responsible for a \$250 penalty for covered facility services, in addition to Copayments, Deductibles and/or Coinsurance as listed in the *Summary of Benefits*.

### Case Management Program

Presbyterian Health Plan's Case Management Program is a program that identifies patients, as early as possible, who have the potential for having high-cost medical expenses, may require extensive hospitalization or have complicated discharge planning needs so that cost-effective alternative care arrangements can be made. Special care arrangements are coordinated with the Provider and may include benefits for services that are not ordinarily covered. In addition, the case management program acts to assist the patient and Provider in complex situations and coordinates care across the healthcare spectrum.

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### Transition of Care

If you are a new Member and are in an ongoing course of treatment with an Out-of-network Provider, you will be allowed to continue receiving care from this Provider for a transitional period of time (usually not to exceed **90 days**). Similarly, if you are in an ongoing course of treatment with an In-network Provider and that Provider becomes an Out-of-network Provider, you may be allowed to continue care from this Provider for a transitional period of time. An Application must be made within **30 days** of the event. Please contact Presbyterian Health Plan's Health Services Department at **1-888-275-7737** or **(505) 923-5600** for further information on Transition of Care.

### Cost-Sharing Features

The Plan shares the cost of your healthcare expenses with you. The following describes the different cost-sharing methods available, as detailed in the *Summary of Benefits*.

#### Copay/Copayment

For most Covered Services, you pay a Copay/Copayment, and the Plan pays the remainder. The Copayment is stated either as a set dollar or percentage amount or a Coinsurance percentage. See the *Summary of Benefits* for all applicable Copayments.

#### *Hospital Admission – Medical*

The per-Admission Copayment amount is listed in the *Summary of Benefits*. In the event you are hospitalized and subsequently transferred within the facility, no new Copayment will be required.

#### *Hospital Admission – Mental Health*

The per-Admission Copayment amount is listed in the *Summary of Benefits*. In the event you are hospitalized and subsequently transferred within the facility, no new Copayment will be required.

**Note:** In-network and National HMO Network Providers accept the PHP Negotiated Fee-for-Service as their maximum fee. You pay only the Copayment and any non-covered expenses.

If you are re-admitted (Inpatient) to the same Hospital or Inpatient medical facility within **15 days** of being discharged, and the diagnosis is the same or similar, this may be considered one Inpatient stay, and you may be responsible for only one Inpatient Copayment. If this situation occurs, please contact Presbyterian Customer Service Center, Monday through Friday, between the hours of 7 a.m. and 6 p.m. at **(505) 923-5600** or toll-free at **1-888-275-7737**, after you have been discharged the second time.

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### **Coinsurance**

This is the amount of the Covered healthcare expense partially paid by the Plan and partially paid by you on a percentage basis. This Coinsurance is in addition to the Calendar Year Deductible you are responsible for and continues to be your responsibility after the Calendar Year Deductible is met. See the *Summary of Benefits* for Coinsurance amounts.

### **Calendar Year Deductible**

Some services are subject to a Calendar Year Deductible. The amount of your Calendar Year Deductible can be found in the *Summary of Benefits*. The *Summary of Benefits* also illustrates the Two-Party and family Deductible. This Deductible must be paid by you each Calendar Year toward Covered Services before health benefits for that Member will be paid by the Plan (except for those services listed as not subject to the Deductible on the *Summary of Benefits*).

For single Coverage, the annual Deductible requirement is fulfilled when the Member meets the individual Deductible, listed in the Schedule of Benefits, during the Calendar Year.

For Two-Party Coverage, the annual Deductible can be satisfied by any combination of the family members. No one Member can contribute more than the individual Deductible amount toward the Two-Party Deductible. Once a Member meets their individual amount, their Deductible is considered met.

For Family Coverage, the annual Deductible can be satisfied by any combination of the family members. No one Member can contribute more than the individual Deductible amount toward the family Deductible. Once a Member meets their individual amount, their Deductible is considered met. If a Member's individual Deductible is met, no more charges incurred by that Member may be used to satisfy the family Deductible.

The Deductible includes some medical Copayments and prescription Copayments.

### **Calendar Year Out-of-pocket Maximum**

The Plan includes a Calendar Year Out-of-pocket Maximum amount to protect you from catastrophic healthcare expenses. After your Out-of-pocket Maximum is reached, the Plan pays 100 percent for Covered Services for the remainder of that Calendar Year, up to the maximum benefit amounts. See the *Summary of Benefits* for the Out-of-pocket Maximum amounts.

For single Coverage, the Annual Out-of-pocket Maximum requirement is fulfilled when the Member meets the individual Out-of-pocket Maximum, listed in the Schedule of Benefits, during the Calendar Year.

For double or family Coverage, with two enrolled Members, the Annual Out-of-pocket Maximum requirement is fulfilled when both Covered Members have each met their applicable

## SECTION 2 – HOW THE PLAN WORKS

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Individual Out-of-pocket Maximum listed, in the Schedule of Benefits, during the Calendar Year.

For Family Coverage, the Out-of-pocket Maximum can be satisfied by any combination of the family members. No one member can contribute more than the stated member amount. Once a member meets their individual amount, their Out-of-pocket Maximum is considered met.

The Out-of-pocket Maximum does not include penalty amounts, non-covered charges, any amounts over Reasonable and Customary charges. If any one family Member's Out-of-pocket amount equals the individual Out-of-pocket Maximum, the Out-of-pocket Maximum for that Member is met.

### **Calendar Year Family Out-of-pocket Limit**

An entire family meets the applicable Out-of-pocket limit when the total Out-of-pocket amount for all family Members reaches the applicable family Out-of-pocket Maximum indicated on the *Summary of Benefits*. The *Summary of Benefits* also illustrates the Two-Party and family Out-of-pocket limits. If a Member's individual Out-of-pocket is met, no more charges incurred by that Member may be used to satisfy the family Out-of-pocket.

The Out-of-pocket maximum is listed in the *Summary of Benefits* and includes all the Copayments, prescription Copayments, Coinsurance and Deductible. The Out-of-pocket Maximum does not include penalty amounts, non-covered charges, any amounts over Reasonable and Customary charges.

If the Plan's Out-of-pocket Maximums change during the year, then the new amounts are in effect during that same Calendar Year. This means that if you had met your lower Out-of-pocket Maximums and then this Plan changes to higher Out-of-pocket Maximums, you do not continue to receive the 100 percent payment until the increase in the Out-of-pocket Maximum is met during the higher Out-of-pocket period. If your Out-of-pocket Maximum amounts decrease, you do not receive a refund for any Out-of-pocket amounts applied during the higher Out-of-pocket period.

### **Maximum Benefits**

There is no lifetime maximum payment under the Plan. However, certain benefits specifically limited and described in the *Summary of Benefits* and (Section 5) have maximum limits per Calendar Year.

### **Medical Necessity**

The Plan helps pay healthcare expenses that are Medically Necessary and for those routine services specifically covered in this *Summary Plan Description (SPD)*. No benefit is available



## SECTION 2 – HOW THE PLAN WORKS

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for any expense that is not Medically Necessary unless it is for a routine service specifically covered in this SPD.

Medical Necessity or Medically Necessary means Healthcare Services determined by a Provider, in consultation with the healthcare insurer, to be appropriate or necessary, according to any applicable generally accepted principles of good medical practice and practice guidelines developed by the federal government, national or professional medical societies, boards and associations, and any applicable clinical protocols or practice guidelines developed by the healthcare insurer consistent with such federal, national and professional practice guidelines, for the diagnosis or direct care and treatment of a physical or Mental Health condition, illness, injury or disease.

Presbyterian Health Plan determines whether a Healthcare Service or supply is Medically Necessary and, therefore, whether the expense is covered. (**Note:** If you disagree with PHP's decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the PHP decision at any time. See "Grievance Procedures" in (Section 7). The fact that a Provider has prescribed, ordered, recommended or approved a service or supply does not make it Medically Necessary or make the expense a Covered Service, even though it is not specifically listed as an exclusion.

### **Fraud and Abuse**

The Presbyterian Health Plan Special Investigative Unit (SIU) is responsible for detecting, investigating and reporting potential fraud and abuse activity. We are required to cooperate with regulatory and law enforcement agencies in reporting any activity that appears to be suspicious in nature. According to the law, any information that we have concerning such matters must be turned over to the appropriate governmental agencies.

### **How to report Suspicious Activity to PHP**

You can contact the Special Investigative Unit (SIU) **24 hours** a day by leaving a telephone message on the confidential fraud hotline. We will treat any information that you provide with strict confidentiality. When reporting suspected health insurance fraud, you may remain anonymous:

#### **Hotline**

**Albuquerque:** 505-923-5959  
**Toll-Free:** 1-800-239-3147  
**Address:** Presbyterian Health Plan  
Special Investigative Unit (SIU)  
P.O. Box 27489  
Albuquerque, NM 87125-7489  
**Email:** [PHPFraud@phs.org](mailto:PHPFraud@phs.org)

## SECTION 2 – HOW THE PLAN WORKS

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**Online:** <https://www.phs.org/health-plans/understanding-health-insurance/fraud-and-abuse/Pages/form.aspx>

When reporting suspected fraud, please remember to include the names of all applicable parties involved. Specify which person you believe is committing the fraud, identify the dates of service or issues in question and describe in detail why you believe a fraudulent act may have occurred. If possible, please include your name and telephone number so we may contact you if we have any questions during our investigation.

### **What is the definition of Fraud and Abuse?**

**Fraud** is defined as an intentional deception or misrepresentation with the knowledge that the deception could result in some unauthorized benefit to a person or an entity.

**Abuse** is defined as incidents or practices that are inconsistent with accepted, sound business, fiscal or medical administrative practices.

While true fraud involves only a small percentage of individuals, the costs associated with it are high. Suspicious activity exists when there is a reasonable belief that fraud or abuse may have occurred.

### **Examples of Provider Fraud:**

- Billing for services not rendered
- Altering medical records
- Use of unlicensed staff
- Drug diversion
- Kickbacks and bribery

### **Examples of Member Fraud:**

- Falsification of information
- Forging or selling Prescription Drugs
- Using transportation benefit for non-medical related business
- Adding an ineligible Dependent to the plan
- "Loaning" or using another's insurance card

### **Examples of Employer Group Fraud:**

- Providing false employer or group membership information to secure healthcare coverage
- Falsification of information
- Misrepresenting who is actually eligible for coverage by representing them as an employee of the group

## SECTION 2 – HOW THE PLAN WORKS

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### Do I run a risk reporting fraud?

No. Any person reporting insurance fraud in good faith is immune from civil liability. That means that no one can take any adverse action against you for reporting what you reasonably believe to be insurance fraud. A court must award attorney's fees and costs to any person winning a lawsuit arising out of such a report.

### Anti-Fraud Contacts

**Address:** Office of Superintendent of Insurance  
Insurance Fraud Bureau  
P.O. Box 1689  
Santa Fe, NM 87504-1689  
**Phone:** 1-855-427-5674 or 505-827-4601  
**Fax:** (505)-827-4253  
**Email:** [mhcb.grievance@osi.nm.gov](mailto:mhcb.grievance@osi.nm.gov)  
**File a complaint:** <http://www.osi.state.nm.us/pages/misc/mhcb-complaint>

**Address:** New Mexico Medical Assistance Division for Medicaid Fraud  
**Phone:** 1-888-997-2583  
**Website:** <https://www.nmag.gov/medicaid-fraud-control.aspx>

**Address:** Centers for Medicaid and Medicaid Services (CMS)  
Office of the Inspector General (OIG) National Fraud Hotline  
**Phone:** 1-800-447-8477  
**File a complaint:** <http://oig.hhs.gov/fraud/report-fraud/index.asp>

**Address:** The United States Office of Personnel Management (OPM)  
Office of the Inspector General Fraud Hotline  
1900 E Street NW, Room #6400  
Washington, DC 20415-0001  
**Phone:** 1-877-499-7295  
**Website:** <https://www.opm.gov/our-inspector-general/hotline-to-report-fraud-waste-or-abuse/>

**Note:** Presbyterian Health Plan is providing the above information because it may be of interest or useful to you. Presbyterian Health Plan does not own, control or influence these sites, and is not responsible for their content.

## **SECTION 3 – ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES**

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### **Section 3 - Eligibility, Enrollment and Effective Dates**

#### **Employee Eligibility**

An eligible employee includes anyone hired as classified, Governor-exempt, probationary, temporary, term or hourly, scheduled to work an average of at least **20 hours** per week over the course of a pay period and meets the prospective employer's waiting period. Elected Officials, if part of the State or a participating LPB, are considered eligible and do not need to meet the work schedule of at least **20 hours** per week. Independent contractors are not eligible under the State benefit plan.

- Temporary employees who extend to **90 days** may be eligible for coverage if they are scheduled to work at least **20 hours** per week. Employees will be eligible for benefits as long as the employee has met the required eligibility waiting period.
- Dual coverage is not allowed. If both an employee and their spouse/domestic partner are eligible employees, they cannot enroll each other as a spouse/domestic partner, nor can they both cover their children.

#### **Dependent Eligibility**

- **Dual coverage is not allowed.** An eligible Dependent cannot be covered by more than one employee participating in the Plan.
  - An eligible employee's Dependents are eligible to be covered under the State's Group Benefits Plan as follows:
    - An eligible employee's lawful spouse may be enrolled as a Dependent after presenting a marriage certificate or other documentation, establishing that the couple entered into a valid common-law marriage in another jurisdiction. Same-sex marriage certificates from states that legally recognize same-sex spouses (currently including NM) shall be treated as an employee & spouse, with the option of pre-tax premiums for employees only.
    - An eligible employee's domestic partner may be enrolled as a Dependent upon submission of executed Affidavits of Domestic Partnership. Please see Domestic Partner section for further information.
      - **Note:** According to Federal IRS Guidelines, premiums for domestic partners/child(ren) cannot be taken on a pre-tax basis.
    - An eligible employee's children and legal Dependents under the age of 26 may be enrolled as Dependents upon submitting a birth certificate, legal adoption papers and/or guardianship order.
    - Disabled legal Dependents that are incapable of self-support are eligible for medical, dental and vision coverage beyond age 26. Evidence of legal guardianship and disability is required upon enrollment.
    - A court order directing that an employee and/or employee's Dependent provide insurance for someone else does not require the State to grant eligibility. Individual coverage may need to be purchased separately. **Note:** A "Power of Attorney" is not

## **SECTION 3 – ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES**

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- considered a court order to establish State Plan eligibility or otherwise extend coverage under the State Plan.
- If an employee's spouse has stepchildren from a previous marriage, and neither the employee nor spouse has adopted them or obtained legal guardianship, the stepchildren are not eligible for coverage.

To receive benefits under this Plan, you and your eligible Dependents must reside within the Plan's authorized Service Area. However, please review the following as it relates to Dependents who live both in and/or out of the authorized Service Area, who are also eligible for benefits.

- If the Dependent attends school in any Presbyterian Health Plan Service Area, services may either be received through the PCP or at the Student Health Center.
- If the Dependent attends school outside the Service Area, services may be received at the Student Health Center. Services are limited to Medically Necessary services received either from the Student Health Center or the nearest appropriate facility where emergency medical treatment can be secured. While the Dependent is within the Service Area, services must be received through the PCP.
- If the Dependent is eligible for coverage under this Plan as the result of a court order and the Dependent does not live within the Service Area:
  - You or the covered Dependent is responsible for obtaining any required **Prior Authorizations** from the Plan. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an Out-of-network National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.
  - Medically Necessary Covered Services provided by Out-of-network Providers will be reimbursed less the appropriate Copayment up to the Reasonable and Customary Charge. You and/or your Dependent will be responsible for paying any amounts over Reasonable and Customary Charges or for services not covered under this Plan.

During initial enrollment, you must provide proof of incapacity and dependency to your agency group representative. Thereafter, proof of incapacity and dependency may be requested periodically by the Claim Administrator.

Benefits are **not** provided for Hospital room and board or Inpatient Provider care for any Hospital Admission or portion of an Admission that is for a Member who is not covered or who, at the beginning of the Admission was not a Member, an eligible Dependent or the natural-born child of an employee.

**Note:** It is your responsibility to notify your agency group representative, who will then notify the Claim Administrator of any change in your coverage status, including a name or address change.

## **SECTION 3 – ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES**

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The Claim Administrator reserves the right to verify your eligibility for coverage by requesting proof from you or your agency group representative that a valid employer-employee relationship exists and that you otherwise meet all applicable eligibility requirements.

### **Enrolling for Coverage**

You must complete and return an enrollment form within **31 days** of your eligibility date. If you don't elect coverage within **31 days** of your eligibility date and later want coverage, you must wait until the next open enrollment period to receive coverage – unless you have a qualified change in status or you are eligible as a result of a special enrollment event. If you have a qualified change in status or special enrollment event, you will be able to elect coverage within **31 days** of the change.

Once you complete an enrollment form, your elections remain in effect through the Calendar Year – from January 1 to December 31. Each year you will have an opportunity to change your group health plan elections. The change is effective the following January 1. You and your Dependents will be automatically re-enrolled in the Plan each year unless you complete a new enrollment form changing your election during the enrollment period.

### **How to Enroll Dependents**

You may apply for coverage of your eligible Dependents, which may mean changing from Employee only coverage to Two-Party or Family Coverage. Each additional Dependent added to your coverage must be enrolled within **31 days** of becoming eligible for the Plan. Newly adopted children are effective on the date of placement and must be enrolled within **31 days** of that date.

### **When Coverage Starts**

If you enroll on or before the day you become eligible, your coverage becomes effective the day you are eligible. If you enroll within **31 days** of becoming eligible, your coverage becomes effective on the day that you enroll or the first day of the following pay period.

- If you are an eligible employee paid on a biweekly basis, you are eligible for this Plan on the first day of the third full pay period following your date of employment.
- If you are an eligible employee paid on a monthly basis, you are eligible for this Plan on the first day of the month coinciding with or following completion of one month of employment.
- If you are an eligible employee paid on a semi-monthly basis, you are eligible for this Plan on the first day or the 15th day of the month coinciding with or following completion of one month of employment.

Contact your agency group representative for further details.

## **SECTION 3 – ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES**

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The Plan pays for Covered Services that a Member receives on or after the effective date of coverage.

### **Changing Your Coverage**

Once you elect coverage, you generally cannot change your elections until the following switch enrollment period. However, there are certain circumstances when you may be eligible to change coverage earlier. You must request the change in coverage within **31 days** of the event causing the change. Any change must be consistent with the reason the change was permitted. Situations governed by HIPAA special enrollment rules:

- You, your spouse or your Dependent children become eligible for Consolidated Omnibus Reconciliation Act (COBRA) continuation coverage.
- Judgment, decree or order that requires accident or group health coverage for your child.
- You, your spouse or your Dependent children become entitled to Medicare or Medicaid. (You may cancel coverage for the individual who becomes eligible for Medicare or Medicaid coverage.)
- Change in status event, but only when the change causes you or your Dependent to gain or lose eligibility for coverage. The change must correspond with the gain or loss of coverage.

**Note:** It is your responsibility to notify your agency group representative, who will then notify the Claim Administrator of any change in your coverage status, including a name or address change.

### **Family Status or Employment Status Changes (Qualifying Events)**

You may make certain changes to your benefit elections within **31 days** of a change in family/employment status. Evidence of a change in family/employment status must be provided to third party Administrator. Any change in coverage must correspond with the gain or loss of coverage and effective date is based on the specific qualifying event. Contact your agency group representative or third-party administrator for further details. The only exceptions would be birth and adoption, where the additional coverage would take place immediately upon enrollment. The State of New Mexico recognizes the following family/employment status changes:

- Marriage or divorce;
- Legal Separation;
- Birth or adoption of a child;
- Death of a spouse or Dependent child;
- A change in your spouse's employment (loss of job, or a new job that provides healthcare coverage, however, annual enrollment for a spouse's plan is not a family status change);
- A change in legal responsibility for a child;
- The end of the month in which the Dependent child turns 26;
- Marriage of a Dependent child;

## **SECTION 3 – ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES**

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- Qualification or disqualification of a domestic partner; and
- Change in employment status (regular part-time to regular full-time or vice versa).

### **Special Enrollment/Notice of Employee Rights**

Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, if you are declining enrollment for yourself or your Dependents (including your spouse and eligible children) because of other group health insurance coverage, you may in the future be able to enroll yourself or your Dependents in the Plan. You must request enrollment within **31 days** after you or an eligible Dependent lose coverage under another group health plan either because:

- Eligibility ends
- COBRA benefits are exhausted
- You return to work after serving active military/reserve duty
- Employer contributions end

In addition, if you have a new Dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your Dependents, provided that you request enrollment within **31 days** after the marriage, birth, adoption or placement for adoption.

An otherwise eligible employee and Dependent(s) who did not apply for coverage when initially eligible because of other group coverage at another place of employment, but who later lost their coverage due to a change in employment status, may apply within **31 days** if the loss of coverage is due to loss of employment/change in job status, death of a spouse or divorce from a spouse. This provision also applies to employees who return to work after serving active military/reserve duty.

### **ID Card**

Your Plan ID card identifies the cardholder and your HMO coverage. Carry it with you.

When you present your card to In-network Providers, they know that you receive special benefits – they will file claims for you and will obtain any needed pre-Admission review or other **Prior Authorizations**. You are responsible for any Copayments, Coinsurance or expenses for non-Covered Services.

Your Member identification number and your group number are on your ID Card. Each of your Dependents will also receive an ID card. Your ID card's reverse side provides the address for Presbyterian Health Plan and some important telephone numbers for your use while using the Plan. It is important that you always show each individual's own ID card when obtaining care.

If you want additional cards or need to replace a lost card, contact a Presbyterian Customer Service Center representative.



### **SECTION 3 – ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATES**

This card is part of your coverage. Do not let anyone who is not named in your coverage use your card to receive benefits.

## SECTION 4 – COVERED SERVICES

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### Section 4 - Covered Services

Benefits are subject to the Copayments and Coinsurance listed in the *Summary of Benefits*. Please refer to (Section 5) for details regarding the “Limitations and Exclusions” applicable to this Plan. **Any services received must be Medically Necessary to be covered.**

**Note:** If you disagree with Presbyterian Health Plan’s decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the Presbyterian Health Plan decision at any time. See “Grievance Procedure” in (Section 7).

### Accidental Injury/Medical Emergency Care/Urgent Care

#### Medical Emergency Care

Treatment for a Medical Emergency or Accidental Injury in the emergency room of a Hospital or an Urgent Care facility is a benefit and does not require notification to Presbyterian Health Plan after the event. Please refer to the *Summary of Benefits* for emergency room or Urgent Care facility Copayments. Treatment in a Provider’s office or Ambulatory Surgical Facility is also a benefit and is paid as any other illness.

Emergency Care means healthcare procedures, treatments or services delivered to a covered person 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 layperson, to result in a) serious dysfunction of any bodily organ or part; or b) disfigurement to the person.

You may receive your emergency care services from your In-network PCP at their direction. When your In-network PCP is not available to personally handle your care, he/she will arrange for another In-network Provider to be available. In-network PCPs have a **24-hour** telephone number for this purpose.

The Plan will provide reimbursement when a Member, acting in good faith, obtains emergency Medical Care for what reasonably appears to the Member, acting as a reasonable layperson, to be an acute condition that requires immediate medical attention, even if the patient’s condition is subsequently determined to be non-emergent.

If your emergency treatment requires direct Admission to the Hospital, you are responsible for the Hospital Copayment, but you do not have to pay a separate Copayment for the emergency room visit. No notification or **Prior Authorization** is required for Out-of-network (including out-of-state) Hospitals or treatment facilities for Medical Emergency services.

Coverage for trauma services and all other emergency services will continue at least until the Member is medically stable, does not require critical care and can be safely transferred to another facility based on the Attending Provider's judgment in consultation with Presbyterian Health

## SECTION 4 – COVERED SERVICES

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Plan. Presbyterian Health Plan may require that the Member be transferred to an In-network Hospital or a National HMO Network Hospital if the patient is stabilized and the transfer completed in accordance with federal law.

Services received from an Out-of-network Provider other than in a Student Health Center and/or not specifically for diagnosing and treating a Medical Emergency or Urgent Medical needs are not covered under this Plan.

### **Urgent Care**

Urgent Care means Medically Necessary Healthcare Services provided in non-life-threatening situations or after a Primary Care Provider's normal business hours for unforeseen conditions due to illness or injury that are not life-threatening but require prompt medical attention.

These are situations that are not life-threatening but require prompt medical attention or Urgent Care. Examples of Urgent Care situations include, but are not limited to sprains, high fever, minor cuts, minor burns, requiring stitches, significant vomiting or diarrhea, severe stomach pain, swollen glands, rashes, poisoning, strains, cramps, bumps, bruises and back pain.

You will be reimbursed for all services rendered that satisfy this definition unless otherwise limited or excluded if provided by a licensed Provider and/or an appropriate facility for treating urgent medical conditions. Members are encouraged to contact their In-network PCPs for an appointment, if available, before seeking care from another In-network Provider. Members may contact the Presbyterian Customer Service Center for information regarding the closest In-network facility that can provide Urgent Care.

The Copayment for Emergency and Urgent Care amount is determined by the location where care is received (i.e., Hospital, Emergency Room, Urgent Care facility, Provider's office).

For Urgent Care received from an Out-of-network Provider, no notification is required. You will be responsible for charges not covered by the Plan.

### **Acupuncture Services**

Acupuncture treatment is a benefit only if performed by a licensed Provider, Osteopath or Doctor of Oriental Medicine acting within the scope of his/her license.

Benefits for Acupuncture, including office calls, treatment and Acupuncture, are limited as specified in the *Summary of Benefits*, in combination with chiropractic services. In addition, for ancillary treatment modalities associated with Acupuncture services, other Plan limitations may apply.

## SECTION 4 – COVERED SERVICES

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### **Ambulance Services**

Benefits are available for professional Ambulance Services if they are Medically Necessary, and transportation is to the closest Hospital that can provide Covered Services appropriate to the patient's condition.

Ambulance Service means local transportation in a specially designed and equipped vehicle used to transport the sick and injured. Air Ambulance is a benefit when Medically Necessary, such as for a high-risk Maternity or a newborn transport to tertiary care facilities.

A tertiary care facility is a Hospital unit that provides:

- Complete Perinatal care occurring in the period shortly before and after birth;
- Intensive care of intrapartum occurring during childbirth or delivery;
- Care for high-risk prenatal patients; and
- For the coordination of transportation, communication, and data analysis systems for the geographic area served.

The Ambulance Copayment is waived if transportation is Medically Necessary and between medical facilities or results in a Hospital Admission.

There are no benefits when the Ambulance transportation is primarily for the patient's convenience, the patient's family or the healthcare Provider.

### **Biofeedback**

Biofeedback is a benefit when prescribed for the following physical conditions only: chronic pain treatment, Raynaud's disease/phenomenon, tension headaches, migraines, urinary incontinence and craniomandibular joint (CMJ) or temporomandibular joint (TMJ) disorders. Biofeedback is a benefit only when provided by a Medical Doctor, a Doctor of Osteopathy or a professional Psychologist.

Benefits for covered biofeedback services, including office calls, are limited to the conditions listed above.

### **Chiropractic Services**

On an Outpatient basis, a Chiropractor's services are a benefit if necessary for the treatment of an illness or Accidental Injury. No chiropractic benefits are paid for Maintenance Therapy as determined by Presbyterian Health Plan.

Benefits are subject to a Calendar Year limit as shown in the *Summary of Benefits*, in combination with benefits for Acupuncture services. In addition, for ancillary treatment modalities associated with chiropractic services, other Plan limitations may apply.

## SECTION 4 – COVERED SERVICES

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### **Cancer Clinical Trials**

If you are a participant in an approved cancer clinical trial conducted in New Mexico, you may receive coverage for certain routine patient care costs incurred in the trial. The trial must be conducted as part of a scientific study of a new therapy or intervention and be designed to study the reoccurrence, early detection or treatment of cancer. The persons conducting the trial must provide PHP with notice of when the Member enters and leaves a qualified clinical trial.

The routine patient care costs covered must be the same services or treatments that would be covered if you were receiving standard cancer treatment. Benefits also include Food and Drug Administration (FDA) approved Prescription Drugs that are not paid for by the manufacturer, distributor or Provider of the drug. Member Cost-Sharing provisions will apply to these benefits. (See your Prescription Drug booklet for more details.)

If benefits for services provided in the trial are denied, you may contact the Superintendent of Insurance for an expedited appeal.

### **Dental Care and Medical Conditions of the Mouth and Jaw**

#### **Dental Accidents**

Treatment for conditions that directly result from Accidental Injury to the jaw, sound natural teeth, mouth or face is a benefit. Injury as a result of chewing, biting or malocclusion is not considered an Accidental Injury.

Sound natural teeth are teeth that are whole or properly restored by amalgams, without impairment, periodontal or other conditions, and not in need of treatment for any reason other than the Accidental Injury. Teeth with crowns or restorations (including dental implants) are not considered sound natural teeth.

All covered treatments for dental trauma must be completed within two years of the specific traumatic injury.

If craniomandibular joint (CMJ) or temporomandibular joint (TMJ) disorders are a result of trauma such as a bodily injury or blow caused solely through external, violent and unforeseen means, benefits are available for diagnostic examination, x-rays, medications, physical therapy, dental splints, Acupuncture, orthodontic appliances and treatment, crowns, bridges and dentures. Trauma does not include injury as a result of biting, chewing or malocclusion.

When alternative dental or surgical procedures or Prosthetic Devices are available, the dental accident benefit allowance is based upon the least costly procedure or Prosthetic Device.

## SECTION 4 – COVERED SERVICES

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### Hospitalization for Dental Care

Hospitalization, day Surgery, Outpatient services and/or anesthesia for Non-covered dental services are covered if provided in a Hospital or Ambulatory Surgical Center for dental Surgery when approved by Presbyterian Health Plan. 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 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; and
- For other procedures for which hospitalization or general anesthesia in a Hospital or Ambulatory Surgical Center are medically necessary.

### Oral Surgery and TMJ Treatment

Oral dental Surgery benefits are available for cutting procedures for diseases, such as:

- Removal or biopsy of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of mouth when a pathological examination is required;
- External or intraoral cutting and draining of cellulitis (inflammation) that extends beyond the dental space;
- Surgical correction of prognathism with handicapping malocclusion, a marked projection of the lower jaw that interferes with chewing;
- Removal of bony growths on the jaws and hard palate, unless done in preparation of the mouth for dentures;
- Incision of accessory sinuses, salivary glands or ducts;
- Reduction of dislocations such as TMJ Surgery; and
- Frenectomy.

Oral Surgery procedures covered by your dental carrier's coverage are provided only if a covered benefit is covered under this Plan. Benefits are payable based upon the Coordination of Benefits (COB) requirements outlined in (Section 7) of this booklet.

Benefits are also available to treat craniomandibular joint (CMJ) or temporomandibular joint (TMJ) disorders to include surgical and non-surgical treatment, including diagnostic examination, x-rays, medications, physical therapy, dental splints and Acupuncture. Benefits do

## SECTION 4 – COVERED SERVICES

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not include orthodontic appliances and treatment, crowns, bridges or dentures unless the disorder is trauma related. (For treatment due to an Accidental Injury, see “Dental Accidents” in this Section.)

Nonstandard diagnostic, therapeutic and surgical treatments of Temporomandibular Joint Disorder (TMJ) are **not** benefits under any circumstances. Periodontal Surgery and removal of impacted wisdom teeth are also **not covered** benefits. Dental Implants are **not Covered**.

### Diabetes Education

Diabetes education is a covered benefit that includes coverage for any Provider rendering education or instructional services for diabetes. The Copayment applies to the professional Provider’s services **only**.

- Type I Diabetes - For all Members, up to six visits to normalize glucose within two months of diagnosis; thereafter, up to one visit per month as needed to maintain control of diabetes, and if over 18 years of age, there is a four visit per year limit for maintaining control.
- Type II Diabetes - Up to four visits for initial education, plus if insulin is initiated, up to three visits for insulin start-up and management; thereafter, up to four follow-up visits per Calendar Year.
- Diabetes Occurring Only During Pregnancy (“Gestational Diabetes”) - One initial visit; thereafter, two follow-up visits per month. In addition, one visit within six months following delivery for conception counseling for patients planning additional children.
- Hypoglycemia and glucose intolerance - Up to three visits to provide necessary nutritional counseling to delay or prevent the onset of diabetes.
- Insulin Pump Training- One initial session and one follow-up session.
- Additional visits - include following a Provider diagnosis that represents a significant change in the patient’s symptoms or condition that warrants changes in the patient’s self-management; or visits when a healthcare Provider with prescribing authority prescribes re-education or refresher training.
- Medically Necessary diabetes education and self-management training visits upon the diagnosis of diabetes.

### Diabetes Supplies and Services

When prescribed by an In-network or an out-of-state National HMO Network Provider (also contact **CVS Caremark** at **1-877-744-5313** about your Prescription Drug benefits), the following equipment, supplies, appliances and services are available from a Durable Medical Equipment supplier or Pharmacy and are covered for Members with diabetes:

- Standard blood glucose monitors and specialized blood glucose monitors, when Medically Necessary;
- Test strips for blood glucose monitors;

## SECTION 4 – COVERED SERVICES

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- Visual reading urine and ketone strips;
- Lancets and lancet devices;
- Injection aids, including those adaptable to meet the needs of the legally blind;
- Syringes;
- Medically Necessary podiatric appliances for prevention of foot complications associated with diabetes, including therapeutic molded or depth-inlay shoes, functional orthotics, custom molded inserts, replacement inserts, preventive devices and shoe modifications for prevention and treatment when **Prior Authorization** is obtained from Presbyterian Health Plan;
- Glucagon emergency kits; and
- Insulin pumps when Medically Necessary and prescribed by an In-network endocrinologist.

If you obtain services from an In-network Provider, they will request **Prior Authorizations** from Presbyterian Health Plan when required. If you obtain services from a National HMO Network Provider, then it is your responsibility to obtain **Prior Authorization** when required. If you fail to obtain **Prior Authorization** when required, you will be responsible for a \$250 penalty for covered facility services (in addition to Copayments, Deductibles and/or Coinsurance as listed in the *Summary of Benefits*), or benefits may be denied. Discuss the need for **Prior Authorization** with your Provider before obtaining services.

### **Diabetic Supplies and Equipment –Pregnancy-Related**

The following supplies are covered for diabetic Members and individuals with elevated blood glucose levels due to pregnancy, not to exceed a one-month supply purchased during any 34-day periods:

- Autolet, lancets and lancet device
- Insulin pump supplies
- Blood glucose and visual reading urine and ketone test strips
- Injection aids, including those adaptable to meet the needs of the legally blind
- Syringes and needles

The following equipment is also covered for diabetic Members and individuals with elevated blood glucose levels due to pregnancy:

- Insulin pumps
- Glucagon emergency kits
- Blood glucose monitors, including those for the legally blind
- Medically Necessary podiatric appliances for prevention and treatment of foot complications associated with diabetes, including therapeutic molded or depth-inlay shoes, functional orthotics, custom-molded inserts, replacement inserts, preventive



## SECTION 4 – COVERED SERVICES

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devices and shoe modifications when **Prior Authorization** is obtained from Presbyterian Health Plan

### Diagnostic Services

Diagnostic Services including laboratory tests and x-rays to detect a known or suspected illness or Accidental Injury are covered if ordered by a Provider, including:

- Radiology, ultrasound and nuclear medicine
- Laboratory and pathology
- Genetic testing unless it is determined to be Investigational (require **Prior Authorization**)
- Chromosome analysis, including karyotyping and molecular cytogenetic testing (may require **Prior Authorization**)
- EKG, EEG and other electronic diagnostic medical procedures
- Hearing tests **only** for the treatment of an illness or Accidental Injury
- Magnetic Resonance Imaging (MRI)- (require **Prior Authorization**)
- Positron Emissions Tomography (PET) scans - (require **Prior Authorization**)
- Sleep disorders- sleep lab studies can be performed in a certified sleep lab (require **Prior Authorization**) or as part of a home sleep study approved by the Presbyterian Health Plan
- Allergy testing

Unless otherwise noted, **Prior Authorization** is not required for the Diagnostic Services listed above.

### Durable Medical Equipment and Appliances, Hearing Aids, Medical Supplies, Orthotics and Prosthetics

Benefits are available for the following items and supplies when determined to be Medically Necessary:

- The rental or, at the option of Presbyterian Health Plan, the purchase of Durable Medical Equipment when prescribed by a Physician or other professional Provider and required for therapeutic use, including Wheelchairs, Hospital beds, crutches and other necessary Durable Medical Equipment;
- 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 extremity;
- Prosthetic eyes and prosthodontic appliances;
- Breast prosthetics when required as the result of a mastectomy;

## SECTION 4 – COVERED SERVICES

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- Orthotic (a rigid or semi-rigid supportive device) or Orthopedic Appliance (Prefabricated) that supports or eliminates motion of a weak or diseased body part. This does not include foot orthotics, functional or otherwise;
- Custom-Fabricated knee-ankle-foot Orthoses (AFO and/or KAFO) in accordance with existing Medicare guidelines;
- Contact lenses for aphakia (those with no lens in the eye) or keratoconus;
- Sclera shells (white supporting tissue of eyeball);
- Initially, either one set of prescription eyeglasses or one set of contact lenses (whichever is appropriate for your medical needs) when necessary to replace lenses absent at birth or lost through cataract or other intra-ocular Surgery or ocular injury, or prescribed by a Provider as the only treatment available for keratoconus. The following guidelines apply to eyeglasses provided under this benefit:
  - Only standard frames are covered. Deluxe frames are not covered.
  - Ultraviolet (UV) protection is covered.
  - Anti-reflective coating, tints or oversize lenses are covered only when they are Medically Necessary for the individual patient and Medical Necessity is documented by your treating Provider.
  - Bifocal lenses in frames or lenses in frames for far vision and lenses in frames for near vision are covered only when determined to be Reasonable and Customary.
  - Tinted lenses, including photochromatic lenses, used as sunglasses, which are prescribed in addition to regular prosthetic lenses, are not covered.
  - Scratch-resistant coating, mirror coating, polarization and progressive lenses are not covered.
  - Lenses made of polycarbonate or other impact-resistant materials are covered for a patient with functional vision in only one eye.
  - Use of polycarbonate or similar material or high index glass or plastic for indications such as lightweight or thinness is considered deluxe, and therefore, is not covered.
  - Eyeglass cases are not covered.
  - Duplicates are **not covered**, and replacement is covered only if Provider or optometrist recommends a change in prescription due to the medical condition.
- Hearing aids, including repair and replacement, and associated testing. Associated office visits for hearing evaluations are subject to the appropriate Copayment or Coinsurance;
- Stethoscopes and manual blood pressure cuffs that a Provider prescribes. Automatic blood pressure cuffs or monitors are not covered unless the Member is physically unable to use a manual cuff; and
- Repairs or replacement of Durable Medical Equipment, prostheses and orthotics when Medically Necessary due to wear, change in the Member's condition or after the product's normal life expectancy has been reached and when **Prior Authorization** is obtained from Presbyterian Health Plan.

Surgically implantable devices and prostheses are covered as follows:

- Surgically implanted prosthetics or devices, including penile implants required as a result of illness or injury;

## SECTION 4 – COVERED SERVICES

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- Implantable mechanical devices such as cardiac pacemakers or defibrillators, insulin pumps, epidural pain pumps and neurostimulators;
- Intra-ocular lenses;
- Cochlear implants (see “Surgery” for additional information about benefits available for cochlear implantation);
- Teflon ®/Dacron® surgical grafts and meshes; and
- Artificial or porcine heart valves.

When alternative prosthetic/orthotic devices are available, a prosthesis/orthosis allowance will be based upon the least costly item.

### Medical Supplies

The following medical supplies are covered; not to exceed a one-month supply purchased during any **30-day period**:

- Colostomy bags, catheters;
- Gastrostomy tubes;
- Hollister supplies;
- Tracheostomy kits, masks;
- Lamb’s wool or sheepskin pads;
- Ace bandages, elastic supports;
- Mastectomy brassieres when required due to a mastectomy (Benefits are limited to four bras per Calendar Year.);
- Support hose when prescribed by a Provider for the Medically Necessary treatment of varicose veins (Benefits are limited to six pair of hose per Calendar Year.); and
- Other supplies determined by Presbyterian Health Plan to be Medically Necessary and covered under the Plan.

**Prior Authorization** from Presbyterian Health Plan is required for the following:

- Specific Durable Medical Equipment, medical supplies (when Durable Medical Equipment does not require **Prior Authorization**, Medical Necessity must exist).

Benefits are **not** available for the following items:

- Deluxe equipment such as motor-driven wheelchairs, chair lifts or beds, when standard equipment is available and adequate;
- Rental of Durable Medical Equipment if the patient is in a facility that provides such equipment;
- Cost of repairs that exceeds the rental price of another unit for the estimated period of need or that exceeds the purchase price of a new unit;
- Dental appliances including dentures;

## SECTION 4 – COVERED SERVICES

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- Equipment that is primarily non-medical such as heating pads, hot water bottles, water beds, Jacuzzi units, specialized clothing, hot tubs or exercise equipment;
- Environmental control equipment such as air conditioners, dehumidifiers or electronic air filters, regardless of the therapeutic value they may provide;
- Accommodative foot orthotics, which are used to accommodate the structural abnormalities of the foot by providing comfort but not altering function;
- Functional foot orthotics including those for plantar fasciitis, pes planus (flat feet), heel spurs and other conditions (as determined by Presbyterian Health Plan), except for Members with diabetes or other significant neuropathies when **Prior Authorized** by Presbyterian Health Plan;
- Orthopedic or corrective shoes, arch supports, shoe appliances, foot orthotics and custom-fitted braces or splints, except for Members with diabetes or other significant neuropathies when **Prior Authorization** is obtained from Presbyterian Health Plan;
- Duplicate equipment is **not covered** under this Plan.

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

Coverage for children, from birth to age three, for or 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 as defined in NMAC Title 7, Chapter 30, Part 8 Health Family & children Healthcare Services. Benefits used under this section will not be applied to any maximum lifetime or annual plan limits applicable to this plan. This benefit is subject to an annual maximum.

### Family Planning and Related Services

Family Planning services, when provided by an In-network or National HMO Network Provider, are covered for the following procedures:

- Injection of Depo-Provera for birth control purposes;
- Diaphragm, including fitting;
- Implantable contraceptive devices, including surgical implantation and removal;
- Genetic counseling;
- Surgical sterilization procedures such as vasectomies and tubal ligations (if the tubal ligation is done during a delivery, only the Maternity Copayment applies. there will not be an additional Surgery Copayment);
- Elective and therapeutic abortions; and
- RU486 (Mifeprex®) administered by a Provider.

Only the following infertility-related treatment and testing services are covered (note that the following procedures only secondarily also treat infertility):

## SECTION 4 – COVERED SERVICES

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- Surgical treatments such as opening an obstructed fallopian tube, epididymis or vas deferens when the obstruction is not the result of a surgical sterilization; and
- Replacement of deficient, naturally occurring hormones if there is documented evidence of a deficiency of the hormone being replaced.

The above services are the only infertility-related treatments that will be considered for benefit payment. Infertility testing is covered only to diagnose the cause of infertility. Once the cause has been established and the treatment determined to be non-covered, no further testing is covered. This Plan will also cover testing related to one of the covered treatments listed above (such as lab tests to monitor hormone levels). However, daily ultrasounds to monitor ova maturation are not covered since the testing is being used to monitor a non-covered infertility treatment.

This Plan does **not** cover any services or charges for artificial conception, including fertilization and/or growth of a fetus outside the mother’s body in an artificial environment, such as artificial insemination, in-vitro (“test-tube”) or in-vivo fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), all drugs, hormonal manipulation or embryo transfer is not a covered benefit. Any artificial conception method not specifically listed is also excluded.

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

Coverage is provided for diagnosing, monitoring and controlling of disorders of Genetic Inborn Errors of Metabolism (IEM) where there are standard methods of treatment, when Medically Necessary and subject to the “Limitations and Exclusions” (Section 5) and “**Prior Authorization**” (Section 2) requirements listed in the *Summary Plan Description*. Medical services provided by licensed Healthcare Professionals, including Providers, dietitians and nutritionists, with specific training in managing Members diagnosed with Genetic Inborn Errors of Metabolism (IEM) are covered. Covered Services include:

- Nutritional and medical assessment;
- Clinical services;
- Biochemical analysis;
- Medical supplies;
- Prescription Drugs;
- Corrective lenses for conditions related to Genetic Inborn Errors of Metabolism (IEM);
- Nutritional management;
- Elective and therapeutic abortions; and
- Special Medical Foods are used in treatment to compensate for the metabolic abnormality and maintain adequate nutritional status when **Prior Authorization** is obtained from PHP’s pharmacy department.

For Prescription Drug and Special Medical Foods coverage, contact **CVS Caremark**.

## SECTION 4 – COVERED SERVICES

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Please refer to your *Summary of Benefits* for applicable office visit, Inpatient Hospital, Outpatient facility, Prescription Drug and other related Copayments.

### Habilitative

#### Autism Spectrum Disorder

The diagnosis and treatment for Autism Spectrum Disorder is covered 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 Presbyterian Health Plan's Health Services Department prior to services being obtained**. The Health Services Department will review the treatment plans in accordance with state-mandated benefits.

Autism Spectrum Disorder Services must be provided by 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 3 to 22 years of age who have Autism Spectrum Disorder are not covered under this Plan.

#### Heart Artery Calcification Scan

Heart artery calcification scans are a computed tomography scan measuring coronary artery calcium for atherosclerosis and abnormal artery structure and function. These scans are Covered for individuals between the ages of 45-65 and that have an intermediate risk of developing coronary heart disease as determined by a healthcare provider based upon a score calculated from an evidence-based algorithm widely used in the medical community to assess a person's **10-year** cardiovascular disease risk, including a score calculated using a pooled cohort equation. The scans are Covered only once every **five years** if an eligible member has previously received a heart artery calcium score of zero. Coverage will not be provided for future heart artery calcium scans if an eligible member receives a heart artery calcium score greater than zero.

## SECTION 4 – COVERED SERVICES

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### Home Health Care

If a Member needs healthcare at home, benefits are available for services provided by a Home Health Agency. This benefit provides skilled nursing services when ordered by a Provider and administered in the home on an intermittent basis. A visit is one period of home health service of up to **four hours**.

Before the Member receives home health care, the treating Provider, Home Health Agency or Member must request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an In-network Provider, they will request **Prior Authorizations** from Presbyterian Health Plan. If you obtain services from an out-of-state National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to obtain **Prior Authorization** before obtaining services may result in a \$250 penalty for Covered Services (in addition to Copayments, Deductibles and/or Coinsurance as listed in the *Summary of Benefits*), or your benefits may be denied. Discuss the need for **Prior Authorization** with your Provider before obtaining services.

The following home health care services are covered:

- Skilled Nursing Care by a Registered Nurse (RN) or Licensed Practical Nurse (LPN);
- Physical, occupational or respiratory/inhalation therapy, by licensed or certified therapists and speech therapy provided by an American Speech and Hearing Association certified therapist;
- Skilled services by a qualified aide to do such things as change dressings, check blood pressure, pulse and temperature;
- Medical supplies, drugs and laboratory services that a Hospital would have provided had the Member been Hospitalized;
- Provider home visits;
- Home Intravenous services; and
- Enteral feeding equipment and food.

There are **no** home health care benefits provided for care that:

- Is provided primarily for the convenience of the Member or the Member's family;
- Consists mostly of bathing, feeding, exercising, preparing meals, homemaking, moving the patient, giving medications or acting as a sitter; or
- Is provided by a nurse who ordinarily resides in the Member's home or is a member of the patient's immediate family.

### Hospice Care

Hospice benefits are available for Covered Services provided by an approved Hospice agency, or Hospital or other facility, by or on behalf of a Hospice agency and received during a Hospice benefit period.

## SECTION 4 – COVERED SERVICES

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Before the Member receives Hospice care, the treating Provider or Hospice agency must request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an out-of-state National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. If you fail to obtain **Prior Authorization**, you will be responsible for a \$250 penalty for covered facility services (in addition to Copayments, Deductibles and/or Coinsurance as listed in the *Summary of Benefits*), or your benefits may be denied. Discuss the need for **Prior Authorization** with your Provider before obtaining services.

The Hospice benefit period must begin while the patient is covered for these benefits, and coverage must be continued throughout the benefit period. The benefit period is defined as beginning on the date the treating Provider certified that the patient is terminally ill with a life expectancy of six months or less, ending six months after it began or upon the death of the patient, if sooner.

If the patient requires an extension of the benefit period, the Hospice agency must provide a new treatment plan and the treating Provider must re-certify the patient's condition to Presbyterian Health Plan. No more than one additional Hospice benefit will be approved.

Benefits are available **only** for or on behalf of an approved Hospice agency. An approved Hospice agency must be:

- Licensed when required;
- Medicare-certified as a Hospice agency; or
- Accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) as a Hospice agency.

The following services are covered under this Hospice benefit:

- Inpatient Hospice care;
- Hospice care Provider benefits;
- Skilled Nursing Care by a Registered Nurse (RN) or Licensed Practical Nurse (LPN);
- Home health care by a home health aide;
- Physical therapy, speech therapy or Occupational Therapy;
- Medical supplies; and
- Drugs and medications for the terminally ill patient.

In addition to the Hospice services listed above and limits as specified on the *Summary of Benefits*. You have coverage for the following:

- Services of a medical social worker (MA or MSW) for patient or family counseling, to include bereavement counseling limited to three visits; and



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- Respite care for a period not to exceed 10 continuous days. - No more than two respite care stays are available during a six-month Hospice benefit period. Respite care provides a brief break from total care given by the family.

Hospice benefits are **not** available for the following services:

- Food, housing or delivered meals;
- Medical transportation;
- Comfort items;
- Homemaker and housekeeping services;
- Private duty nursing; and
- Pastoral and spiritual counseling.

The following services are **not** benefits under Hospice but may be covered elsewhere under this booklet, subject to applicable Copayment and Coinsurance provisions:

- Acute Inpatient Hospital care for curative services;
- Durable Medical Equipment;
- Non-Hospice care Provider visits; and
- Ambulance Services.

### Hospital Inpatient Services

When a Member receives acute Inpatient medical/surgical or pregnancy-related Hospital care, benefits are available for covered room and board and other covered Hospital services.

Benefits are available for a non-private room with two or more beds. Private room charges are a covered benefit only when Medically Necessary and when the private room is ordered by an In-network Provider or the admitting Provider and **Prior Authorization** is obtained from Presbyterian Health Plan. If the Member requests a private room or the private room is not Medically Necessary, Presbyterian Health Plan bases payment on the Hospital's average non-private room rate and the Member is responsible for the balance. The balance you pay does not apply to the Out-of-pocket Maximum.

Benefits are available for other room accommodations or Special Care Units such as:

- Intensive Care Unit (ICU)
- Cardiac Care Unit (CCU)
- Sub-Intensive Care Unit
- Isolation Room

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### **Blood**

Benefits are available for blood transfusions, blood plasma and blood plasma expanders, and the charges for directed donor or autologous blood storage fees if the blood is to be used during a procedure that has been scheduled for that Member.

### **Physical Rehabilitation- Inpatient**

Benefits are available for Inpatient rehabilitation services that are Medically Necessary to restore and improve lost functions following illness or Accidental Injury and are provided in PHP authorized facilities.

Hospitalization for rehabilitation must begin within one year after the onset of the condition and while the Member is covered under this Plan. Inpatient rehabilitation treatment must be Medically Necessary and not for personal convenience.

Benefits are **not** available for care that a Presbyterian Health Plan authorized facility does not provide. These Inpatient services are **not** eligible for any additional benefits on an Outpatient basis.

There are **no** benefits for Maintenance Therapy or care provided after the patient has reached his/her rehabilitative potential. In the case of a dispute about whether the patient's rehabilitative potential has been reached, the patient is responsible for furnishing documentation from the treating Provider supporting that the patient's rehabilitative potential has not been reached. If you are re-admitted (Inpatient) to the same Hospital or Inpatient medical facility within **15 days** of being discharged, and the diagnosis is the same or similar, this may be considered one Inpatient stay, and you may be responsible for only one Inpatient Copayment. If this situation occurs, please contact Presbyterian Customer Service Center, Monday through Friday, between the hours of 7 a.m. and 6 p.m. at **(505) 923-5600** or toll-free at **1-888-275-7737**, after you have been discharged the second time.

Benefits are subject to a Calendar Year limit as shown in the *Summary of Benefits* in combination with benefits for Acupuncture and chiropractic services.

### **Maternity and Newborn Care**

Benefits include complete prenatal care, pregnancy-related diagnostic tests, Prescription Drugs, visits to an obstetrician, Nurse-Midwife or licensed midwife, and childbirth in a Hospital or in a licensed Birthing Center staffed by a Certified Nurse Midwife or Provider. Lay midwife deliveries are not a covered benefit. Deliveries by cesarean section, ectopic pregnancies, other pregnancy complications, such as miscarriage, and therapeutic or elective abortions are also covered.

## SECTION 4 – COVERED SERVICES

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If Maternity benefits change during a pregnancy, the Member receives the benefits in effect on the day the service is received.

Under Two-Party or Family Coverage, a Dependent daughter is eligible for Maternity benefits. Coverage for the baby is available **only** if covered as an eligible Dependent.

**Note:** To add coverage for your newborn child, you must submit an Application for your child as a Dependent before or within **31 days** of birth. If enrolled within **31 days** of birth, the baby is then covered from the moment of birth. If you have Employee coverage, you must change to Two-Party coverage; if you have Two-Party coverage, you must change to Family Coverage; if you already have Family Coverage; you must submit an Application to add your newborn as a Dependent and select a PCP to coordinate your newborn's care.

If the baby is enrolled within **31 days**, newborn visits in the Hospital by the baby's Provider, circumcision, incubator and routine Hospital nursery charges are covered. If your baby needs special care, including diagnostic tests and Surgery, the Plan pays benefits for that care too.

A separate Deductible and Inpatient Copayment for your newborn applies only when the infant's Inpatient stay exceeds the mother's date of discharge. Additional services above and beyond routine newborn care are not subject to an additional Copayment if the infant is discharged on the same day or before the mother is discharged from the Hospital. If your newborn stays in the Hospital longer than the mother does, you must notify Presbyterian Health Plan Health Services by calling toll-free **1-888-275-7737** before the mother's discharge from the Hospital to coordinate the baby's care.

If a newborn is re-admitted (Inpatient) to the same Hospital or Inpatient medical facility within **15 days** of being discharged and the diagnosis is the same or similar, this may be considered one Inpatient stay, and you may be responsible for only one Inpatient Copayment. If this situation occurs, please contact the Presbyterian Customer Service Center, Monday through Friday, between the hours of 7 a.m. and 6 p.m. at **(505) 923-5600** or toll-free at **1-888-275-7737**, after you have been discharged the second time.

### **Newborns and Mothers Health Protection Act**

Federal law prohibits us from restricting benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than **48 hours** following a normal vaginal delivery or less than **96 hours** following a cesarean section. You need not obtain **Prior Authorization** from Presbyterian Health Plan for a length of stay not in excess of the above periods.

### **Mental Health and Alcohol and/or Substance Use Disorder**

To obtain benefits for services related to Mental Health and Alcohol and/or Substance Use Disorder, Members need only call PHP Customer Service Center at **(505) 923-5600** or toll-free at **1-888-275-7737**.

## SECTION 4 – COVERED SERVICES

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All Admissions or partial hospitalization for Mental Health or Alcohol and/or Substance Use Disorder require **Prior Authorization** by the Presbyterian Health Plan Behavioral Health Department, with the exception of life-threatening emergencies. Services may not be covered, or you may incur a \$250 penalty (in addition to Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) if **Prior Authorization** is not obtained prior to services being rendered.

The following benefits are applicable for Mental Health and Alcohol and/or Substance Use Disorder Services. In all cases, Mental Health treatment and Alcohol and/or Substance Use Disorder treatment must be Medically Necessary in order to be covered.

Copayments for Facility-Based Intensive Outpatient Programs (IOP) are listed below. Non-facility-based programs will apply regular Copayments on a per-visit basis.

- Partial hospitalization with step down from Inpatient – No Copayment
- Intensive Outpatient with step down from Inpatient or Partial hospitalization – No Copayment

Outpatient services are available from the following credentialed Providers:

- Medical Doctors, Board Eligible or Board Certified in Psychiatry (M.D.)
- Licensed Psychologists (L.P.)
- Licensed Independent Social Workers (L.I.S.W.)
- Licensed Clinical Mental Health Counselors (L.P.C.C.)
- Licensed Marriage and Family Therapists (L.M.F.T.)
- Clinical Nurse Specialists (C.N.S.)
- Certified Nurse Practitioners (C.N.P.)

### **Mental Health Services**

Inpatient Mental Health services will be covered in an In-network or National HMO Network facility when performed by a licensed In-network or National HMO Network Provider. Inpatient care requires **Prior Authorization** from Presbyterian Health Plan's Behavioral Health Department. Please call PHP Customer Service Center at (505) 923-5600 or toll-free at 1-888-275-7737.

Partial hospitalization can be substituted for Inpatient Mental Health services. Partial hospitalization is a non-residential Hospital-based day program attended by the Member at least **three hours** a day but not more than **12 hours** in any **24-hour** period that includes various daily and weekly therapies. Two partial hospitalization days are equivalent to one day of Inpatient care. Services require **Prior Authorization** by Presbyterian Health Plan's Behavioral Health Department. If you fail to obtain **Prior Authorization** when required, you will be responsible for a \$250 penalty for covered facility services (in addition to Copayments, Deductibles and/or Coinsurance as listed in the *Summary of Benefits*), or benefits may be denied. Outpatient, non-

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Hospital based, short-term evaluative and therapeutic Mental Health services will be provided based on Medical Necessity.

Coverage includes services for diagnostic tests, anesthetics, x-ray and laboratory examinations, and other care provided by a professional Provider, Hospital or Admission treatment center. Outpatient services also include treatment, to include individual, group or family counseling, medication management and neuropsychological testing for Mental Health and/or Substance Use Disorder for most Mental Health diagnoses. In addition, therapies for marriage, family and relationship problems, physical and/or sexual abuse, and problems related to a Mental Disorder or medical condition are also covered.

### **Alcohol and/or Substance Use Disorder Dependence Services**

Coverage is provided for a combination of Acute Inpatient Hospital services and partial hospitalization services for Alcohol and/or Substance Use Disorder. Acute Inpatient Hospital services, partial hospitalization and services at a Residential Treatment Center require **Prior Authorization** from Presbyterian Health Plan's Behavioral Health Department. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an Out-of-network National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

Coverage for Alcohol and/or Substance Use Disorder Dependence services at a Residential Treatment Center (RTC) is limited to **60 days** per Member per Calendar Year. Coverage for RTC services is limited to two courses of treatment (regardless of the number of days) per Member per lifetime. A course of treatment is a planned, structured and organized program to promote an Alcohol and/or Substance Use Disorder free status that may include different facilities or modalities, including Acute Inpatient Hospital, partial hospitalization, RTC services and Outpatient services. The following limitations apply to a course of treatment:

Acute Inpatient Hospital services in a Hospital or Substance Use Disorder Dependence treatment center requires **Prior Authorization** from Presbyterian Health Plan's Behavioral Health Department prior to Admission. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an Out-of-network National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

- Partial hospitalization is a non-residential day program, attended by the Member at least **eight hours** a day, based in a Hospital or treatment center that includes various daily and weekly therapies. Two partial hospitalization days are equivalent to one day of Acute Inpatient Hospital services care. Partial hospitalization services require **Prior**

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**Authorization** from PHP's Behavioral Health Department. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied. Outpatient, non-Hospital based, evaluative and therapeutic Alcohol and/or Substance Use Disorder Dependence services are covered as individual, family or group counseling. Outpatient visits are defined as visits lasting up to 50 minutes.

- Intensive Outpatient Alcohol and/or Substance Use Disorder Dependence services are covered as individual, family or group counseling. Intensive Outpatient Alcohol and/or Substance Use Disorder Dependence services are defined as a structured program of visits lasting **three hours** per visit and attended by the Member three times per week.
- A course of treatment will be considered complete if any one of the following occurs:
  - the Member is discharged on medical advice from Acute Inpatient Hospital services treatment, partial hospitalization, RTC services and/or intensive Outpatient services;
  - immunization Member has reached the annual maximum benefit for Alcohol and/or Substance Use Disorder Dependence services; or
  - the Member fails to materially comply with any treatment program for a period of **30 days**

### **Naprapathic and Massage Therapy Services**

Any covered service of a Licensed Naprapathic, including hand manipulation of connective tissue, intended to release tension and restore structural balance. Benefits are subject to a Calendar Year limit, as shown in the *Summary of Benefits*.

### **Provider Services**

Please refer to the *Summary of Benefits* for applicable Copayments for the following services:

#### **Allergy Services**

Benefits are available for direct skin (percutaneous and intradermal) and patch allergy tests and radioallergosorbent testing (RAST).

#### **Contraceptive Devices**

Benefits are available for contraceptive devices that require a prescription by a Provider, including:

- IUDs
- Diaphragms
- Other implantable contraceptive devices

## SECTION 4 – COVERED SERVICES

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If you must obtain the IUD, diaphragm or other implantable contraceptive device from a pharmacy, you will have to pay for the item and then file a claim with the PHP. All other contraceptive devices that do not require a prescription are not a benefit. For oral contraceptive Prescription Drug benefits, see the **CVS Caremark** benefits booklet.

### **Injectable Drugs**

FDA-approved therapeutic injections administered in a Provider's office are covered. However, certain injectable drugs (such as growth hormone and interferon alfa-2) are covered only when **Prior Authorization** is received from Presbyterian Health Plan. Your Presbyterian Health Plan In-network Provider has a list of those injectable drugs that require **Prior Authorization**. If you need a copy of the list, contact a Presbyterian Customer Service Center representative. For allergy injections, please refer to the *Summary of Benefits*.

Presbyterian Health Plan reserves the right to exclude any injectable drug currently being used by a Member that is not specifically listed as covered. Proposed new uses for injectable drugs previously approved by the FDA will be evaluated on a medication-by-medication basis. Call a Presbyterian Customer Service Center representative if you have any questions about this policy.

### **Inpatient Provider Visits and Consultations**

Attending Provider visits and consultations in the Hospital are benefits during a covered Admission.

### **Obstetrics/Gynecological Visits**

Women can obtain gynecological care for routine exams and other obstetrical and/or gynecological care from In-network OB/GYN Providers.

### **Office Visits**

Benefits are available as outlined in the *Summary of Benefits*

### **Video Visits**

Video Visits are provided online between a designated Provider and patient about non-urgent healthcare matters.

- PHP Video Visits utilize a nationwide network of Providers and are \$0 for all Members.
- Telehealth appointments through video or telephone are with a network Provider, including Presbyterian Medical Group Providers.

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### Weight Management and Nutritional Counseling

Weight loss management, obesity treatment and nutritional counseling are not a benefit unless dietary advice and exercise are provided by a Provider, licensed nutritionist or registered dietician. Weight loss management, obesity treatment and nutritional counseling must be prescribed by a PCP or In-network Provider and are a benefit only when Medically Necessary and for a body mass index (BMI - weight in kilograms divided by height in meters squared) 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. Member must have demonstrated adherence with all prescribed medications and treatment instructions. Appropriate documentation is required. Specific obesity-related co-morbidities include, but are not limited to:

- Cardiomyopathy
- Congestive heart failure with an ejection fraction of 50 percent or less than predicted
- Documentation of previous myocardial infarction requiring hospitalization
- Documented Type 2 diabetes mellitus
- Uncontrolled/massive leg lymphedema
- Obstructive sleep apnea with baseline AHI or RDI of 15 or greater, or currently under treatment with a positive pressure device (CPAP, BiPAP, C-Flex, etc.)
- Obesity-related osteoarthritis of the lower extremities for which joint replacement Surgery of the knee or ankle has been recommended
- Pickwickian syndrome or cor pulmonale

Weight loss medications require **Pre-Approval** by **CVS Caremark**, your Prescription Drug plan for State of New Mexico employees. **CVS Caremark** can be reached at **1-877-744-5313**. Also, see Morbid Obesity under “Surgery” section.

**Note:** If you disagree with Presbyterian Health Plan’s decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the PHP decision at any time. See “Grievance Procedure” in (Section 7).

### Preventive Services

Preventive care services are those Professional services rendered for the early detection of asymptomatic illnesses or abnormalities and to prevent illness or other conditions.

Benefit payments for services listed in this section are not subject to Copayments.

The services listed below, including the diagnosis of osteoporosis, are covered.

### Cytologic Screening (Pap smear screening)

Benefits are available to determine the presence of pre-cancerous or cancerous conditions and other health problems in accordance with the national medical standards for women and for



## SECTION 4 – COVERED SERVICES

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women who are at risk of cancer or at risk of other health conditions that can be identified through a cytology screening.

### **Human Papillomavirus (HPV) Vaccine**

HPV Vaccine Coverage for the Human Papillomavirus, as approved by the Food and Drug Administration, for females 9 to 26 years of age used for the prevention of Human Papillomavirus infection and cervical pre-cancers. In addition, the HPV vaccine is covered for other populations in accordance with guidelines established by the Advisory Committee on Immunizations Practices.

### **Health Education and Counseling**

Health education and counseling services will be provided if recommended by your treating Provider and if consistent with Presbyterian Health Plan policy, including:

- If you are 21 years of age or older, you may receive an annual consultation to discuss lifestyle behaviors that promote health and well-being. Included in the consultation may be, but not limited to:
  - smoking control
  - nutrition and diet recommendations
  - exercise plans
  - immunization practices
  - use of seat belts in motor vehicles
  - other preventive healthcare practices
- If you are under age 21, educational materials or consultation to discuss lifestyle behaviors that promote health and well-being including, but not limited to:
  - the consequences of tobacco and vaping use
  - nutrition and diet recommendations
  - exercise plans
  - as deemed appropriate by the treating Provider or as requested by the parents or legal guardian for children under 18, educational information on Alcohol and/or Substance Use Disorder, sexually transmitted infections and contraception

### **Mammography Coverage**

This agreement provides coverage for low-dose screening mammograms for determining the presence of breast cancer. This coverage makes available one baseline mammogram to persons **age 35-39**, one mammogram biennially to persons **age 40-49**, and one mammogram annually to persons **age 50 and over**. After July 1, 1992, coverage shall be available only for screening mammograms obtained on equipment designed specifically to perform low-dose mammography in imaging facilities that have met American College of Radiology accreditation standards for mammography. These scans are covered.

## SECTION 4 – COVERED SERVICES

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Additionally, medically necessary and clinically appropriate diagnostic breast examinations using diagnostic mammography, breast magnetic resonance imaging, or breast ultrasound that evaluates an abnormality seen or suspected from a screening examination for breast cancer; or detected by another means of examination and medically necessary and clinically appropriate supplemental breast examinations using breast magnetic resonance imaging or breast ultrasound that is used to screen for breast cancer when there is no abnormality seen or suspected; and based on personal or family medical history or additional factors that may increase the individual's risk of breast cancer are covered

### **Routine Eye Screening**

A comprehensive eye examination should be performed as soon as possible to determine whether a vision problem is the root cause of any developmental delay.

### **Routine Hearing Screening**

Hearing should be screened whenever parents express concern about hearing or language development.

### **Routine Immunizations**

Please contact **CVS Caremark** at **1-877-744-5313** to see what is covered under their preventive program for additional immunization coverage. Ask your PCP or nurse at every office visit if you or your child needs immunizations. You can also check recommendations by the Advisory Committee on immunizations. Practices (ACIP) at <https://www.cdc.gov/vaccines/index.html>.

### **Routine Physical Examinations**

This benefit provides routine physical, breast, gynecological and pelvic examinations and is not subject to an office visit Copayment. In addition, periodic tests to determine blood hemoglobin, blood pressure and blood glucose level are also covered.

Additional preventative services as recommended by the U.S. Preventive Services Task Force:

- Periodic blood cholesterol, or periodic fractionated cholesterol level including a low-density lipoprotein (LDL) and a high-density lipoprotein (HDL) level;
- Colorectal cancer screening for Members age 45-75;

Employment physicals, insurance examinations, examinations at the request of a third party for premarital, camp, international travel and/or other non-preventive services are **not covered**.

## SECTION 4 – COVERED SERVICES

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The Provider's itemized billing must clearly indicate that the office visit and tests were for preventive care, Well-Child care, or an annual physical to prevent claim payment made less a Copayment.

### Well-Child Care

Coverage is provided in accordance with the schedule of Well-Child exams suggested by the American Academy of Pediatrics as follows:

- During 1<sup>st</sup> year of age at 3 to 5 days and 1, 2, 4, 6, 9 and 12 months.
- During 2<sup>nd</sup> year of age at 15, 18 and 24 months.
- Yearly check-ups for ages 3 and 4.
- Every year for ages 3 through 21.

### Preventive Services for Women

- Well-women visits to include adult and female-specific screenings and preventive benefits
  - Counseling for HIV, sexually transmitted infections and domestic violence and abuse
  - Domestic and interpersonal violence screening and counseling for all women
  - Contraception: Food and Drug Administration-approved contraceptive methods, sterilization procedures, and patient education and counseling
    - Intrauterine devices (IUD)
    - Hormone contraceptive injections
    - Inserted contraceptive devices
    - Implanted contraceptive devices
  - Gestational diabetes screening for pregnant women who are 24 weeks gestation or greater 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 21-65 years of age
  - Screenings and counseling for pregnant women, including screenings for bacteriuria, Hepatitis B, and Rh incompatibility and breastfeeding counseling
  - Sexually Transmitted Infections (STI) counseling for sexually active women
  - Well-woman visits to obtain recommended preventive services
  - Folic Acid for the prevention of neural tube defects: preventive medication
  - Breast Cancer: Medication use to reduce risk
- **Prescription Drugs** obtained on an Outpatient basis are **not covered** under the medical portion of this Plan. If you have questions about your Outpatient Prescription Drug benefits, contact **CVS Caremark at 1-877-744-5313**.

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You can obtain additional information about Women’s Preventive Services recommendations and guidelines on our website at <https://www.phs.org/tools-resources/member/health-wellness-> and at the HealthCare.gov website at <https://www.healthcare.gov/preventive-care-women/>.

### Skilled Nursing Facility

A Skilled Nursing Facility provides room and board and skilled nursing services for Medical Care and has one or more licensed nurses on duty at all times supervised on a **24-hour** basis by a Registered Nurse (RN) or a Provider, and the services of the Provider are available at all times by an established agreement. The facility must also comply with the legal requirements that apply to its operation and keep daily medical records on all patients.

A Skilled Nursing Facility is not an institution, or part of one, used mainly for rest care, care of the aged, care of Substance Use Disorder treatment, Custodial Care or educational care.

**Note: Prior Authorization** is required for Skilled Nursing Facility benefits. The Inpatient Copayment is waived if confinement in the Skilled Nursing Facility is within **15 days** after release from the Hospital and the stay is subject to continued stay review for Medical Necessity. If you obtain services from an In-network Provider, they will request **Prior Authorizations** from PHP. If you obtain services from an out-of-state National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied. Discuss the need for **Prior Authorization** with your Provider before obtaining services.

### Smoking Cessation

Benefits are available for smoking cessation expenses up to a maximum benefit per Member per lifetime, as shown in the *Summary of Benefits*. This benefit includes Acupuncture, hypnotherapy and other recognized smoking cessation programs covered through the medical portion of the Plan. In addition, benefits can be accessed through **CVS Caremark**, your Prescription Drug Provider, to include Nicorette or any other drug containing nicotine or other smoking deterrent medications.

In order to use this benefit, Members must secure medical services and/or purchase the smoking deterrent and pay for the services and drugs in full. All claims for medical services must then be filed through the medical portion of the Plan using a Member Claim Form. All prescription and non-Prescription Drug claims must be sent as separate claims to **CVS Caremark**, your Prescription Drug Plan.

### Surgery

Benefits are available for the following surgical services:

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- Necessary anesthesia services by a qualified Provider;
- Sterilization, but not procedures to reverse voluntary sterilization;
- Services of a Provider who actively assists the operating surgeon in the performance of a covered Surgery when the procedure requires an assistant, but not services of a Provider who is on standby, or available should services be needed; and
- Second or third opinion consultants. The second opinion must be received within six months of when the procedure was recommended. The third opinion must be received within six months of the date the second opinion was given. Provider giving the second or third opinion must not be the Provider who recommends or performs the Surgery and must practice in a different office than the Provider who recommends or performs the Surgery.

Cosmetic or plastic Surgery or reconstruction procedures, such as breast augmentations, rhinoplasties, surgical alteration of the eye and surgical correction of prognathism, that PHP determines are not required to materially improve the physiological function of an organ or body part are not Covered Services. Services for the reconstruction of surgically induced scars are not benefits under any circumstances. Also, additional Surgery or treatment required to care for or to correct a complication due to a previous Surgery is **not** a benefit.

### **Cardiac Surgery**

Benefits are available for cardiac Surgery, such as those for valve replacements or pacemakers.

### **Cataract Surgery**

Benefits are available for cataract Surgery. The initial placement of either one set of prescription eyeglasses or one set of contact lenses (whichever is appropriate for your medical needs) will be a Covered Service.

Contact lenses are also available when necessary to replace lenses absent at birth or lost through cataract or other intraocular Surgery or ocular injury or prescribed by a Provider as the only treatment available for keratoconus. Services must be Medically Necessary, and further replacement is covered only if a Provider or optometrist recommends a change in prescription.

### **Cochlear Implants**

Cochlear implantation of a hearing device (such as an electromagnetic bone conductor) to facilitate communication for the profoundly hearing impaired, including training to use the device, is covered.

### **Congenital Anomalies**

Benefits are available for the surgical correction of functional anomalies present from birth. There are no benefits for Cosmetic procedures or procedures that are not Medically Necessary.

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### **Morbid Obesity**

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

- Bariatric Surgery is a Covered Benefit only if a Member meets these criteria and all of the requirements per the **Presbyterian Medical Policy Manual** at <https://www.phs.org/providers/resources/medical-policy-manual/Pages/manual.aspx>.

**Prior Authorization** may be required. Also, see Weight Management.

### **Oral Surgery**

See “Dental Care and Medical Condition of the Mouth and Jaw” in this Section.

### **Outpatient Surgery**

Benefits are available for Medically Necessary surgical procedures performed in an Outpatient setting (there is no Hospital Admission). Some services require **Prior Authorization** before the Outpatient Surgery is covered. The Member or Provider must obtain **Prior Authorization** from PHP before the service is provided.

### **Reconstructive Surgery**

Benefits are available for certain types of reconstructive Surgery needed to restore or correct the function of a body part damaged by illness or Accidental Injury.

Reconstructive Surgery that is required as a consequence of an Accidental Injury or breast reconstruction subsequent to a mastectomy (breast removal) required as a consequence of disease is a benefit. The Member or Provider must obtain **Prior Authorization** from PHP before the service is provided. Reconstructive surgeries provided without prior written **Prior Authorization** are not eligible for benefits under this Plan.

Mastectomy Services – Medically Necessary hospitalization related to a covered mastectomy, including at least **48 hours** of Inpatient care following a mastectomy and **24 hours** following a lymph node dissection is covered.

When breast reconstruction is chosen, Covered Services include;

- Reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications in all mastectomy stages, including lymphedemas, as determined by the Attending Provider and the patient.

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Breast reconstruction Surgery is limited to a surgical procedure or procedures performed following a mastectomy on one or both breasts to reestablish symmetry between the two breasts. Benefits are also available for procedures related to nipple reconstruction following a mastectomy.

Removal of a breast Prosthesis is a covered benefit when deemed Medically Necessary. Replacement of the Prosthesis is not a covered benefit if the original placement was due to a Cosmetic procedure. Reduction mammoplasty Surgery is covered if the patient meets all the criteria to establish Medical Necessity.

**Note:** If you disagree with PHP's decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the PHP decision at any time. See "Grievance Procedure" in (Section 7).

### **Therapy**

#### **Cardiac and/or Pulmonary Rehabilitation**

Benefits are available for Outpatient cardiac and/or pulmonary rehabilitation programs.

#### **Chemotherapy/Dialysis/Radiation Therapy**

Benefits are available for the following Inpatient or Outpatient therapeutic services:

- Treatment of malignant disease by standard chemotherapy;
- Treatment for removal of waste materials from the body; including renal dialysis, hemodialysis or peritoneal dialysis and the cost of equipment rentals and supplies; and
- Treatment of disease by x-ray, radium or radioactive isotopes.

#### **Physical, Occupational and Speech Therapy**

Benefits are available for Outpatient rehabilitation services, including physical therapy from a Licensed Physical Therapist and occupational or speech therapy from a licensed or certified therapist. Benefits are not available for speech therapy in connection with learning disabilities.

These services may also include treatment using cold, heat or similar modalities to relieve pain, restore maximum function and prevent disability following illness, Accidental Injury or loss of a body part.

Benefits are **not** available for Maintenance Therapy or any diagnostic, therapeutic, rehabilitative or health maintenance service provided at or by a health spa or fitness center, even if a licensed or registered Provider provides the service.

## SECTION 4 – COVERED SERVICES

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**Note:** If you disagree with Presbyterian Health Plan’s decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the PHP decision at any time. See “Grievance Procedure” in (Section 7).

### Transplant Services

Transplant services include a surgical process that involves removing an organ from one person and placement of the organ into another. Transplant can also mean removing organs or tissue from a person for the purpose of treatment and re-implanting the removed organ or tissue into the same person.

Human transplant benefits are available for cornea heart, heart/lung, lung, intestinal, kidney, liver, pancreas and pancreas islet cell infusion. Bone marrow transplants are covered **ONLY** for leukemia, aplastic anemia, lymphoma, severe combined immunodeficiency (SCID), Wiskott-Aldrich syndrome, Amyloidosis and multiple myeloma. “Bone Marrow Transplant” includes peripheral bone marrow stem cell harvesting and transplantation following high dose chemotherapy.

Prescreening costs at the time of the transplant evaluation and services necessary to complete the evaluation are included in the benefit. Organ transplant services include the recipient’s medical, surgical and Hospital services; Inpatient immunosuppressive medications; and costs for organ procurement. Transplant services are covered only if required to perform any of the services outlined previously in paragraph two above.

Covered cardiac surgeries, such as valve replacements and pacemaker insertions, are covered under “Surgery.”

**Prior Authorization** must be obtained from PHP before a pre-transplant evaluation is scheduled. A pre-transplant evaluation is not covered if **Prior Authorization** is not obtained from PHP. A PHP case manager will be assigned to you (the transplant recipient candidate) and must later be contacted with the results of the evaluation. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from a National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied. Discuss the need for **Prior Authorization** with your Provider before obtaining services. If you are approved as a transplant recipient candidate, you must ensure that **Prior Authorization** for the actual transplant is also received. None of the benefits described here are available unless you have this **Prior Authorization**.

In addition, benefits are available **only** when the transplant is performed at a facility with a transplant program approved by Presbyterian Health Plan. Call Presbyterian Health Plan toll-free at **1-888-275-7737** for a current list of PHP-approved programs.



## SECTION 4 – COVERED SERVICES

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**Effect of Medicare Eligibility on Coverage:** If you are now eligible for or are anticipating receiving eligibility for Medicare benefits, you are solely responsible for contacting Medicare to ensure that the transplant will be eligible for Medicare benefits.

**Organ Procurement or Donor Expenses:** If a transplant is covered, the surgical removal, storage and transportation of an organ acquired from a cadaver are also covered. If there is a living donor that requires Surgery to make an organ available for a covered transplant (e.g., kidney or liver), coverage is available for expenses incurred by the donor for travel (if required, covered under the "Transplant" provision and approved by the PHP case manager), Surgery, organ storage expenses and Inpatient follow-up care only.

This Plan does not cover donor expenses after the donor has been discharged from the transplant facility.

Coverage for compatibility testing prior to organ procurement is limited to the testing of cadavers and, in the case of a liver donor, to test the donor selected.

Covered Services related to the transplants are subject to usual cost-sharing features and benefit limitations of this Plan (e.g., Copayments and Out-of-pocket limits; annual home health care maximums).

**Note:** Benefits are available **only** when the transplant is performed at a facility with a transplant program approved by Presbyterian Health Plan.

In connection with a pre-approved organ/tissue transplant, travel expenses incurred by you are covered subject to the following conditions and limitations. Benefits for transportation, lodging and food are available to you only if you are the recipient of a pre-approved organ/tissue transplant from a Presbyterian Health Plan approved Organ Transplant facility. The term recipient is defined to include a Member receiving authorized transplant-related services during any of the following: (a) evaluation, (b) candidacy, (c) transplant event, or (d) post-transplant care. Travel expenses for the Member receiving the transplant will include charges for the following:

- Transportation to and from the transplant site (including charges for a rental car used during a period of care at the transplant facility);
- Lodging while at, or traveling to and from transplant site; and
- Food while at or traveling to and from the transplant site.

In addition to you being covered for the charges associated with the item above, such charges will also be considered covered travel expenses for one companion to accompany you. The term companion includes your spouse, a member of your family, your legal guardian or any person not related to you but actively involved as your caregiver.

## SECTION 4 – COVERED SERVICES

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By way of example, but not of limitation, the following are specifically excluded travel expenses:

- Travel costs incurred due to travel within 60 miles of your home
- Laundry bills
- Telephone bills
- Alcohol or tobacco products
- Charges for transportation that exceed coach class rates

These benefits are only available when the Member is the recipient of an organ transplant. No benefits are available where the Member is a donor.

Travel benefits are available for an adult transplant recipient and one other person or for a transplant recipient who is a minor; benefits are available for two adults. Transportation costs will be covered only if travel beyond 60 miles of your home is required. Reasonable expenses for lodging and meals will be covered, up to a maximum of \$125 per day for each person, the transplant recipient and companion(s). All benefits for transportation, lodging and meals are limited to a maximum payment of \$10,000.

Benefits are **not** available for implantation of artificial organs, mechanical devices or for non-human organ transplants and those services otherwise listed as covered elsewhere in this booklet. Follow-up care and complications of non-covered transplants are **not** a covered benefit.

Benefits are subject to the same Copayment, Coinsurance and Out-of-pocket Maximum provisions as other benefits. The Cost-Sharing provisions of the coverage in effect on the date services are rendered apply to the transplant benefits.

**Note:** If you disagree with Presbyterian Health Plan's decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the PHP decision at any time. See "Grievance Procedure" in (Section 7).

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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### Section 5 - Limitations and Exclusions

Please read this section carefully. It identifies the limitations that apply to certain Covered Services and specifies the Healthcare Services and supplies that are **not covered** under this Plan.

**Note:** If you disagree with Presbyterian Health Plan's decision regarding the Medical Necessity of any item or service, you may file a Grievance. You may also request an external review of the PHP decision at any time. See "Grievance Procedure" in (Section 7).

#### Limitations

The following benefits have limits applied:

**Acupuncture treatment** benefits are limited to a combined annual limit and combined Tier I and Tier II limit of 25 visits per Calendar Year per Member for covered expenses, in combination with services provided for Chiropractic.

**Air Ambulance** charges for non-emergencies will be covered only if Medically Necessary.

**Bereavement counseling** is limited to three visits in conjunction with services provided through Hospice for a terminally ill Member.

**Biofeedback** treatment is limited to services for Raynaud's disease/phenomenon, chronic pain treatment, tension headaches, migraines and craniomandibular or temporomandibular joint (CMJ/TMJ) disorders. Biofeedback is a benefit only when provided by a Medical Doctor, a Doctor of Osteopathy or a professional Psychologist.

**Chiropractic (manipulation) services** are limited to a combined annual limit and combined Tier I and Tier II limit of 25 visits per Calendar Year per Member for covered expenses, in combination with services provided for Acupuncture.

**Cochlear implants** and related care are limited to the implantation of a hearing device to facilitate communication for the profoundly hearing impaired, including any necessary training required to use the device.

**Consumable medical supplies** are covered during hospitalization. They are also covered during an office visit or authorized home health visit Presbyterian Health Plan does not cover supplies used at other times by the Member or Member's family. Consumable medical supplies are 1) usually disposable, 2) cannot be used repeatedly by more than one individual, 3) are primarily used for a medical purpose, 4) generally are useful only to a person who is ill or injured and 5) are ordered or prescribed by a licensed Provider.

**Contact lenses or eyeglasses** (initially, one set) are limited to services necessary to replace lenses absent at birth or lost through cataract or other intraocular Surgery or prescribed by a

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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Provider as the only treatment available for keratoconus. Duplicate lenses are not covered; replacement is covered only if a Provider or optometrist recommends a change in prescription due to the medical condition.

**Dental:** This Plan covers only those procedures listed as covered benefits. This Plan does not cover any other oral or dental procedures such as, but not limited to:

- Inpatient Services that are provided when **Prior Authorization** is not obtained from PHP (except initial treatment of Accidental Injuries);
- Nonstandard services (diagnostic, therapeutic or surgical);
- Dental treatment or Surgery, such as extraction of teeth or application or cost of devices or splints, unless required due to an Accidental Injury;
- Removal of impacted teeth; dental services needed due to a medical condition or a medical or surgical procedure (e.g., chemotherapy or radiation therapy); removal of tori or exostosis; procedures involving orthodontic care, the teeth, dental implants, periodontal disease or preparing the mouth for dentures;
- Duplicate or “spare” appliances;
- Artificial devices and/or bone grafts for denture wear; and
- Personalized restorations, cosmetic replacement of serviceable restorations or materials (such as precious metals) that are more expensive than necessary to restore damaged teeth.

**Diagnostic testing** for infertility is limited to testing needed to diagnose the cause of infertility. Once the cause has been established, and the recommended treatment is not covered by this Plan, no further testing will be covered under this Plan.

**Durable Medical Equipment, orthotic and Prosthetic Devices and external prostheses may require Prior Authorization.** If you obtain services from an In-network Provider, they will request **Prior Authorization** from PHP. If you obtain services from a National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

**Family planning** coverage is limited to Depo-Provera injections, diaphragms, implantable contraception devices (insertion and removal), intrauterine devices (IUDs), genetic testing and sterilization procedures. Therapeutic or elective abortions are also covered.

**Home health care** services require **Prior Authorization**. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from a National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Hospice care** benefits are limited to patients terminally ill, as described in (Section 4). **Prior Authorization** is required from the Plan. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an out-of-state National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

**Infertility testing** is limited to testing needed to diagnose the cause of infertility. Once the cause has been established, and the treatment is determined not covered by this Plan, no further testing will be covered under this Plan.

**Infertility treatment** is limited to Surgery to open obstructed tubes, epididymis or vasectomy when not the result of sterilization and replacement of deficient hormones if there is documented evidence of a deficiency.

**Preventive services** are limited to services directed by your PCP and suggested frequency schedules in (Section 4).

**Reconstructive Surgery** requires **Prior Authorization**. If you obtain services from an In-network Provider, they will request **Prior Authorization** from Presbyterian Health Plan. If you obtain services from an Out-of-network National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

**Repair or replacement of non-rental Durable Medical Equipment, orthotic appliances and Prosthetic Devices** due to normal wear and damage requires **Prior Authorization**. If you obtain services from an In-network Provider, they will request **Prior Authorization** from PHP. If you obtain services from an Out-of-network National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

**Respite care** for a Hospice caretaker will be limited to two respite stays of **10 days** per benefit period.

**Routine eye screenings** are limited to Dependents through age 17.

**Routine hearing screenings** are limited to Dependents through age 26.

**Routine physical exams** and other preventive care services are limited to schedules as detailed in (Section 4).

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Skilled Nursing Care** is subject to **Prior Authorization** by PHP. If you obtain services from an In-network Provider, they will request **Prior Authorization** from PHP. If you obtain services from an Out-of-network National HMO Network Provider, it is your responsibility to obtain **Prior Authorization**. Failure to do so will result in a penalty of \$250 (in addition to any Copayment, Deductible and/or Coinsurance amounts listed on the *Summary of Benefits*) or benefits being denied.

**Alcohol and/or Substance Use Disorder** benefits are limited as follows: Services at a Residential Treatment Center (RTC) are limited to **60 days** per Calendar Year. Coverage for RTC is limited to two courses of treatment (regardless of the number of days) per Member per lifetime. All Alcohol and/or Substance Use Disorder services may require **Prior Authorization** to be considered an eligible expense under this Plan.

**Transplants** - Benefits for travel, lodging and meals are limited to the adult transplant recipient and one other person. For minor children, benefits are payable for two other persons. Lodging and meals are limited to \$125 per day per person, including the transplant patient, to a maximum lifetime benefit payment of \$10,000, including transportation. Donor organ procurement costs for the surgical removal, storage and transportation of the donated organ are covered for Reasonable and Customary Charge.

**Weight loss treatment** for obesity is subject to Medical Necessity.

### Exclusions

Any service, supply, item or treatment not listed as a covered service in “Covered Services” (Sections 4) is **not covered** under this Plan. Benefits are not available for any of the following services, supplies, items, situations or related expenses:

**Activities of daily living** are not a covered benefit, to include assistance in bathing, dressing, feeding, exercising, preparing meals, homemaking, moving the patient, giving medications or acting as a sitter.

**Adoption/Surrogate expenses** are not a covered benefit.

**Ambulance** (including Air Ambulance) charges which are not Medically Necessary.

**Amniocentesis and/or ultrasound** to determine the gender of a fetus are not covered benefits under this Plan.

**Artificial conception** including fertilization and/or growth of a fetus outside the mother’s body in an artificial environment, such as artificial insemination, in-vitro (“test-tube”) or in-vivo fertilization, GIFT, ZIFT, all drugs, hormonal manipulation, donor sperm or embryo transfer are not Covered Services. Any artificial conception method not specifically listed is also excluded.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Autopsies** are not a covered benefit under this Plan.

**Before effective date** benefits are not available for any Inpatient treatment that began before the Member's effective date or for any service or supply received before the Member's effective date under this Plan.

**Behavioral disorders** are not a covered benefit under this unless associated with a manifested Mental Disorder.

**Blood** charges if the blood has been replaced and blood donor storage fees if there is not a scheduled procedure.

### **Charges**

- In excess of Plan limits.
- In excess of Reasonable and Customary amounts when services are secured from an Out-of-network Provider in an emergency or urgent need or for transplant services.
- Made by a family member (spouse, parent, grandparent, sibling or child) or someone who lives with you.

**Clinic or other facility services** that the Member is eligible to have provided without charge.

**Complications of non-benefit services**, supplies and treatment received, including, but not limited to complications for non-covered transplants, cosmetic, Experimental or Investigational procedures, sterilization reversal, infertility treatment or gender changes, are not Covered Services.

**Contact lenses or eyeglasses** unless specifically listed as a covered benefit under this Plan.

**Convalescent care** or rest cures.

**Cosmetic and/or plastic Surgery or services**, unless specifically covered in this booklet. Cosmetic Surgery is beautification or aesthetic Surgery to improve an individual's appearance by surgical alteration of a physical characteristic. The Plan does not cover Cosmetic Surgery, services or procedures for psychiatric or psychological reasons or to change family characteristics or conditions caused by aging. This Plan does not cover services related to a cosmetic service, procedure or Surgery or required as a result of a non-covered cosmetic service, procedure or Surgery.

**Counseling** services are not a covered benefit under this Plan unless listed as a covered service.

**Court-ordered services** are not a covered benefit under this Plan.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Custodial Care** such as sitters, homemaker's services or care in a place that serves the patient primarily as a residence when the Member does not require Skilled Nursing Care.

**Dental services except as provided in "Covered Services" in (Section 4)**, "Dental Care and medical Conditions of the Mouth and Jaw." Hospitalization, day Surgery Outpatient services and/or anesthesia for Non-covered dental services are covered if provided in a Hospital or Ambulatory Surgical Center for dental Surgery when approved by Presbyterian Health Plan.

**Dependent of a Dependent** (grandchild) expenses are not a covered benefit unless the Dependent is otherwise eligible for coverage under this Plan.

**Diagnostic testing** for infertility is limited to testing needed to diagnose the cause of infertility. Once the cause has been established, and the treatment is determined to be not covered by this Plan, no further testing will be covered under this Plan.

**Diagnostic, therapeutic, rehabilitative or health maintenance services** provided at or by a health spa or fitness center, even if a licensed or registered Provider provides the service.

**Domiciliary care** or care provided in a residential institution, treatment center, halfway house or school because a Member's own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.

**Donor expenses incurred by a Member** are not a covered benefit under this Plan, except as specified in this SPD.

**Duplicate coverage** including, but not limited to:

- services already covered by other valid coverage;
- services already paid under Medicare or that would have been paid if the Member was entitled to Medicare, had applied for Medicare and had claimed Medicare benefits; and
- if your prior coverage has an extension of benefits provision, this Plan will not cover charges incurred after your effective date under this Plan that are covered under the prior plan's extension of benefits provision.

**Duplicate diagnostic testing or over reads** of laboratory, pathology or radiology tests are not covered.

**Duplicate equipment** is **not covered** under this Plan.

**Durable Medical Equipment, orthotic and Prosthetic Devices and external prostheses** repairs for items not owned by the Member or which exceed the purchase price.

**Educational or institutional services** except for diabetes education and preventive care provided under routine services as described in (Section 4).



## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Environmental control** expenses are not a covered benefit under this Plan.

**Exercise equipment** is not a covered benefit under this Plan.

**Experimental or Investigational services/treatments** are **not covered** benefits. Experimental/Investigational means any treatment, procedure, facility, equipment, drug, device or supply not accepted as a standard medical practice in the state services are provided. In addition, if a federal or other governmental agency approval is required for the use of any items and such approval was not granted at the time services were administered, the service is Experimental. To be considered standard medical practice and not Experimental or Investigational, treatment must meet all five of the following criteria:

- A technology must have final approval from the appropriate regulatory government bodies;
- The scientific evidence as published in peer-reviewed literature must permit conclusions concerning the effect of the technology on health outcomes;
- The technology must improve the net health outcome;
- The technology must be as beneficial as any established alternatives; and
- The improvement must be attainable outside the Investigational settings.

**Eye exercises and refractions** are not a covered benefit under this Plan.

**Food and lodging expenses are not covered** except for those that are eligible for per diem coverage under the “Transplant Services” provision (Section 4).

**Foot care**, including all routine services such as the treatment of flat foot conditions, supportive devices, accommodative orthotics, orthopedic shoes unless jointed to braces, partial dislocations, bunions except capsular or bone Surgery, fallen arches, weak feet, chronic foot strain, symptomatic complaints of the feet and the trimming of corns, calluses or toenails, unless medical conditions such as diabetes exist.

**Hair loss, including** wigs, artificial hairpieces, hair transplants or implants, even if there is a medical reason for hair loss.

**Home births.**

**Home health care** benefits for care that:

- Is provided primarily for the convenience of the Member or the Member’s family;
- Consists mostly of bathing, feeding, exercising, preparing meals, homemaking, moving the patient, giving medications or acting as a sitter; or
- Is provided by a nurse who ordinarily resides in the Member’s home or is a member of the patient’s immediate family.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Hospice benefits** are not available for the following services:

- Food, housing or delivered meals
- Medical transportation
- Comfort items
- Homemaker and housekeeping services
- Private duty nursing
- Pastoral and spiritual counseling
- Volunteer services
- Support services provided to the family when the patient is not a Member of this Plan

Additionally, the following services are not benefits under Hospice but may be covered elsewhere under this booklet:

- Acute Inpatient Hospital care for curative services
- Durable Medical Equipment
- Non-Hospice care Provider visits
- Ambulance Services

**Human Chorionic Gonadotropin (HCG) injections** are not a covered benefit under this Plan.

**Hypnotherapy** or services related to hypnosis, whether for medical or anesthetic purposes, except as covered under the “Smoking Cessation Treatment” provision in (Section 4).

**Infertility testing and treatment** not listed as a covered benefit under this Plan. Also, see the exclusion under Artificial Conception.

**Implantation** of artificial organs or mechanical devices except as specified in this booklet is not a covered benefit under this Plan unless as a result of illness or injury, and **Prior Authorization** is obtained from Presbyterian Health Plan before services are provided.

**Late claims filing:** This plan does not cover services submitted for benefit determination if PHP receives the claim more than 12 months after the date of service. **Note:** If there is a change in the Claims Administrator, this timely filing period's length may also change.

**Learning disabilities and behavioral problems:** This plan does not cover special education, counseling, therapy or care for learning or behavioral conditions.

**Legal payment obligations:** services for which the Member has no legal obligation to pay or that are free, charges made only because benefits are available under this Plan, services for which the Member has received a professional or courtesy discount, services provided by the Member upon oneself or a covered family member or by one ordinarily residing in the Member's household, or by a family member, or Provider charges exceeding the amount specified by the Health and Human Services Department when benefits are payable under Medicare.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Local anesthesia** charges that have been included in the cost of the surgical procedure are not covered.

**Long-term rehabilitation services** are **not covered**. 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**.

**Maintenance or long-term therapy** or care or any treatment (Inpatient or Outpatient) that does not significantly improve your function or productivity, or care provided after you have reached your rehabilitative potential (unless therapy is covered during an approved Hospice benefit period) is not covered under this Plan. In a dispute about whether your rehabilitative potential has been reached, you are responsible for furnishing documentation from your Provider supporting his/her opinion that your rehabilitative potential has not been reached. **Note:** Even if your rehabilitative potential has not yet been reached, this Plan does not cover services that are in excess of maximum benefit limitations.

**Medical equipment** to include, but not be limited to, stethoscopes and blood pressure monitors unless listed as a covered item under this Plan.

**Medically unnecessary services:** This plan does not cover services that are not Medically Necessary as defined at the beginning of (Section 4) unless such services are specifically listed as covered (e.g., see “Preventive Services” in Section 4).

**Membership fees** are not a covered benefit under this Plan.

**Mental Health and Alcohol and/or Substance Use Disorder** for the following are **not covered**:

- Any care which is patient-elected and is not considered Medically Necessary;
- Care which is mandated by court order or as a legal alternative, and lacks clinical necessity as diagnosed by a licensed Provider;
- Workers’ Compensation or disability claims are not covered as part of treatment;
- Long term Custodial Care of children and adolescents;
- Special education, school testing and evaluations, counseling, therapy or care for learning deficiencies or education and developmental disorders;
- Behavioral problems unless associated with manifest mental illness or other disturbances; and
- Non-national standard therapies, including Experimental as determined by the Mental Health professional practice.

**Non-covered Providers:** Members of your immediate family or one normally residing in your home, health spas or health fitness centers, school infirmaries (except for Student Health Centers at institutions of higher education), private sanitariums, nursing homes, rest homes or dental or

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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medical departments sponsored by or for an employer, mutual benefit association, labor union, trustee or any similar person or group.

**Non-human organ transplants**, except for porcine (pig) heart valves, are **not covered** under this Plan.

**Non-medical equipment** is not a covered benefit under this Plan.

**Non-medical expenses:** This Plan does not cover non-medical expenses (even if medically recommended and regardless of therapeutic value), including charges for services such as but not limited to missed appointments, “get-acquainted” visits without physical assessment or Medical Care, provision of medical information to perform pre-Admission or concurrent review, filling out of claim forms, mailing and/or shipping and handling charges, interest expenses, copies of medical records, modifications to the home, vehicle or workplace to accommodate medical conditions, voice synthesizers, other communication devices, membership fees at spas, health clubs or other such facilities even if medically recommended.

**Nonprescription and over the counter drugs** as well as:

- Infertility medications;
- Non-medicinal substances, regardless of intended use;
- Medications or preparations used for cosmetic purposes, such as preparations to promote hair growth or medicated cosmetics; or
- Charges for administering or injecting any drug, including allergens or allergy shots, unless elsewhere covered in this booklet.

**Nonstandard or deluxe equipment** is not a covered benefit under this Plan.

**Nutritional supplements** are not a covered benefit under this Plan unless the supplement is the sole nutrition source. Infant formulas are not a covered benefit.

**Obesity treatment** is not a covered benefit under this Plan unless the Member is being treated for morbid obesity.

**Orthodontic appliances and treatment, crowns, bridges or dentures** for craniomandibular joint (CMJ) treatment or temporomandibular joint (TMJ) disorders unless the disorder is trauma related. Also, nonstandard diagnostic, therapeutic and surgical treatments of TMJ are not benefits under any circumstances.

**Orthopedic shoes** are not a covered benefit under this Plan unless the shoes are attached to a brace or for treatment of diabetes.

**Orthoptics** are not a covered benefit under this Plan.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Personal convenience** items such as air conditioners, humidifiers or physical fitness exercise equipment, or personal services such as haircuts, shampoos and sets, guest meals and radio or television rentals are **not covered**.

**Personal trainers** are **not covered** under the provisions of this Plan.

**Physical examinations and/or immunizations** for purposes of employment, insurance, premarital or international travel tests, sports, school, camp, other non-preventive tests and those requested by a third party are not covered under this Plan unless considered Medically Necessary by the Plan.

**Post-termination care:** This Plan does not cover services received after your coverage is terminated, even if **Prior Authorization** for such services was needed because of an event that occurred while you were covered. Benefits are available for Covered Services related to and received during a covered Hospital Admission that began before coverage ended. Coverage for the Admission and related Inpatient services continues until the earlier of the date: 1) benefits for the Admission are exhausted, or 2) when there is an interruption of the Inpatient stay (such as discharge or a leave of absence from the facility, regardless of the date of discharge).

**Prescription Drugs** obtained on an Outpatient basis are **not covered** under the medical portion of this Plan. If you have questions about your other Outpatient Prescription Drug benefits, contact **CVS Caremark** at **1-877-744-5313**.

**Private room expenses** are not a covered benefit under this Plan unless there is documented Medical Necessity.

**Private duty nursing** charges are **not covered** under this Plan unless services are considered Medically Necessary.

**Protective clothing or devices** are **not covered** under this Plan.

**Radial keratotomy, LASIK** and other eye refractive Surgery are **not covered** benefits under this Plan.

**Repair or replacement of Durable Medical Equipment, orthotic appliances and Prosthetic Devices** due to loss, neglect, theft, misuse, abuse to improve appearance or for convenience.

**Reversals** of surgical procedures are not a covered benefit under this Plan.

**Rolfing** is **not covered** under this Plan

**Self-help programs and therapies** not specifically covered in this booklet.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Services not specifically identified** as a benefit in this booklet or services not listed as a covered benefit in this booklet.

**Sexual dysfunction** testing and treatment, unless related to organic disease or Accidental Injury.

**Speech therapy** charges not otherwise listed as a covered benefit under this Plan.

**Sperm storage** is not a covered benefit under this Plan.

**Standby professional services** are **not covered** under this Plan.

**Surgical sterilization reversal** of voluntary infertility procedures is not covered.

**Thermography** (a technique that photographically represents the body's surface temperatures) is **not covered** under this Plan.

**Transplants** not specifically listed as a covered benefit under this Plan are **not covered**.

**Travel and other transportation expenses**, except as covered under “Ambulance Services” and “Transplants,” are **not covered**.

**Treatment for injuries** sustained by a Member in the course of committing a felony if the Member is subsequently convicted of the felony is **not covered**.

**Unreasonable charges** will not be covered by this Plan.

**Untimely filing:** Claims filed more than 12 months after the date of service are not covered.

**Veterans Administration facility services** or supplies furnished by a Veterans Administration facility for a service-connected disability or while a Member is in active military service are **not covered**.

**Vision care:** The Plan does not cover eyeglasses, contact lenses and routine eye refractions unless listed as covered in this booklet.

**Vision therapy** or any surgical or medical service or supply provided in connection with refractive keratoplasty (Surgery to correct nearsightedness) or any complication related to keratoplasty, including radial keratotomy or any procedure designed to correct myopia, or any procedure to correct refractive defects such as farsightedness, presbyopia or astigmatism are **not covered**.

**Vitamins, dietary supplements, special foods, formulas or diets** Nutritional supplements are not a covered benefit under this Plan unless the supplement is the sole source of nutrition. Infant formulas are not a covered benefit.

## SECTION 5 – LIMITATIONS AND EXCLUSIONS

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**Vocational rehabilitation services** are not a covered benefit under this Plan.

**War-related conditions:** This Plan does not cover any services required as the result of any act of war or any illness or Accidental Injury sustained during combat or active military service.

**Weight loss programs, obesity treatment and nutritional counseling,** except as outlined in (Section 4).

**Work-related conditions:** This Plan does not cover services resulting from work-related illness or injury or charges resulting from occupational accidents or sickness covered under:

- Occupational disease laws,
- Employer's liability,
- Municipal, state or federal law (except Medicaid); or
- Workers' Compensation Act.

To recover benefits for a work-related illness or injury, you must pursue your rights under the Workers' Compensation Act or any of the above provisions that apply, including filing an appeal. (Presbyterian Health Plan may pay claims during the appeal process on the condition that you sign a reimbursement agreement.)

This Plan does not cover a work-related illness or injury, 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 Workers' Compensation insurance. (The employer may be liable for an employee's work-related illness or injury expenses.); or
- You fail to comply with any other provisions of the law.

**Note:** This "Work-related condition" exclusion does not apply to an executive employee or sole proprietor of a professional or business corporation who has affirmatively elected not to accept the provisions of the New Mexico Workers' Compensation Act. You must provide documentation showing that you have waived Workers' Compensation and that you are eligible for the waiver. (The Workers' Compensation Act may also not apply if an employer has a very small number of employees or employs certain types of laborers excluded from the Act.)

## SECTION 6 – TERMINATION

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### Section 6 - Termination

#### How Coverage Stops

Coverage under this Plan terminates on the last day of the earliest of the following:

- The period for which premiums are paid
- On the date when eligibility ceases
- When this Plan ends
- Nonpayment

If you are enrolled in the State of New Mexico Premium Only Plan (POP), coverage can be dropped only with an approved change in family status. (See Section 3 for additional details.)

If a Dependent becomes ineligible due to age, coverage ceases on the applicable birthday.

If a Dependent loses eligibility due to marriage or divorce, coverage ends on the date of marriage or divorce.

Coverage under this SPD does not end for any Member who is a Hospital Inpatient at the time of the Membership termination until benefits applicable to the Admission are exhausted or until the Member is discharged from the Hospital, whichever occurs first.

#### How to Disenroll Dependents

When you lose a Dependent through marriage, death, divorce, annulment or legal separation, or a Dependent is ineligible due to age, please submit an Application to disenroll the Dependent from your coverage. Contact your agency group representative for the necessary forms.

#### Certificate of Coverage

If your coverage is terminated, the Third Party Administer provides evidence of your prior health coverage by supplying you with a Certificate of Coverage.

#### Leave without Pay

Employees on leave without pay must pay the full premium to keep this coverage in force. The State makes no contribution in these instances. Premium payment must be made on the payday of that current pay period. Failure to pay premiums on the due date while on leave without pay will result in the cancellation of coverage. It is extremely important to pay close attention to this requirement so that coverage is not lost. Please make prompt arrangements with your agency group representative. Leave without pay guidelines apply to authorized leave of absence and disability leave.



## SECTION 6 – TERMINATION

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### **Continuation of Coverage under the Family and Medical Leave Act (FMLA)**

If you take a leave of absence that qualifies as a Family and Medical Leave under the Family and Medical Leave Act of 1993 (an FMLA leave), medical coverage for you and your family Members continues as long as you continue paying your portion of the cost of coverage during the FMLA leave. Your agency group representative will advise you of the methods available to continue paying for your coverage. If you elect to discontinue medical coverage during an FMLA leave and subsequently return to work, your coverage will be reinstated with no waiting period or pre-existing condition limitation. For additional information on FMLA leave and the effect on your benefits, please contact your agency group representative.

### **Continuation of Coverage under COBRA**

This Plan is subject to the provisions for continuation of Plan coverage under Federal law Consolidated Omnibus Budget Reconciliation Act (COBRA). The employee and his/her covered Dependents who lose eligibility under this Plan may continue as Group Members for a limited period of time.

On April 7, 1986, a new Federal law was enacted (Public Law 99-272, Title X “COBRA”) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of healthcare coverage (called “COBRA continuation of coverage”) at group rates in certain instances where coverage under the Plan would otherwise end. This section is intended to inform you, in a summary fashion, of your rights and obligations under the continuation of coverage provisions of this law. (Both you and your spouse should take the time to read this section carefully.)

If you are an employee of the State of New Mexico covered by this healthcare Plan, you have the right to choose this continuation coverage if you lose your group health coverage due to a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct).

If you are the spouse of an employee covered by the Group healthcare Plan, you have the right to choose continuation of coverage for yourself if you lose group health coverage under the Group’s Plan for any of the following reasons:

- The death of your spouse
- A termination of your spouse’s employment (for reasons other than gross misconduct) or reduction in your spouse’s hours of employment
- Divorce or legal separation from your spouse

A Dependent child of an employee covered by the Group’s healthcare Plan has the right to continuation of coverage if group healthcare coverage under the Group’s Plan is lost for any of the following reasons:

## SECTION 6 – TERMINATION

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- The death of the parent employee
- The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the employer
- Parent's divorce or legal separation
- The Dependent ceases to be a Dependent child under the Plan

Under this law, the employee or a family member has the responsibility to inform the Plan Administrator (your agency group representative) of a divorce, legal separation or a child losing Dependent status under the Group Plan within **31 days**.

A COBRA qualifying event also occurs upon an employee's death, termination of employment, any reduction in hours that disqualifies the person for group coverage or Medicare entitlement (in the case of terminating employees only).

Should one of the above events have occurred, the Plan Administrator will, in turn, notify you (within **14 days** of receipt of notification) that you have the right to choose continuation of coverage. Under this law, you have at least **60 days** from the date you would lose coverage due to one of these events to inform the Plan administrator that you want continuation of coverage.

If you do not choose continuation of coverage, your group health coverage will end.

If you choose continuation of coverage, your employer is required to give you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. This law requires that you be given the opportunity to maintain continuation of coverage for up to 36 months unless you lost group healthcare coverage due to a termination of employment or reduction in hours, in which case the required continuation coverage period is 18 months unless you have been determined to be disabled under the Social Security Act, in which case the required continuation coverage period is 29 months. However, this law also provides that your continuation coverage may be cut short for any of the following reasons:

- The employer no longer provides group health coverage to any of its employees;
- The premium for your continuation coverage is not paid on time;
- You become covered under another group health plan as a result of employment or re-employment (whether or not you are an employee of that employer) unless the new plan contains an exclusion or limitation relating to any pre-existing condition you may have;
- You are a widow or were divorced from a covered employee and subsequently remarried and are covered under your new spouse's health plan unless the new plan contains an exclusion or limitation relating to any pre-existing condition you may have;
- You become entitled to Medicare benefits (coverage may continue for your spouse); or
- It is determined that you are no longer disabled (shortens the extended period).

## SECTION 6 – TERMINATION

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You do not have to show that you are insurable to choose continuation coverage. However, under this law, you may have to pay 102 percent (150 percent in the case of the 19th through 29th month for a disabled person) of the full premium for your continuation coverage. For more information regarding COBRA, contact your agency group representative.

### **COBRA and the Family and Medical Leave Act (FMLA)**

A leave that qualifies as a Family and Medical Leave under the FMLA does not make you eligible for COBRA coverage. However, whether or not you lose coverage because of nonpayment of premiums during a Family and Medical Leave, you may be eligible for COBRA on the last day of the leave, which is the earliest of the following:

- The date you unequivocally inform your agency group representative that you are not returning at the end of the leave
- The date your leave ends, assuming you do not return
- The date the FMLA entitlement ends

For purposes of a Family and Medical Leave, you will be eligible for COBRA only if:

- You or your Dependent is covered by the Plan on the day before the date the leave begins (or becomes covered during the leave)
- You do not return to employment at the end of the leave
- You or your Dependent loses coverage under the Plan before the end of what would be the maximum COBRA continuation period

## SECTION 7 – FILING CLAIMS

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### Section 7 - Filing Claims

This is an HMO-type Plan wherein the In-network Providers have agreed to file your claims directly to Presbyterian Health Plan (PHP), and payment is made directly to the Provider. PHP has arranged to provide additional coverage with National HMO Network Providers when you obtain covered services outside of New Mexico. If you obtain covered services outside of New Mexico from National HMO Network Providers, they will file the claim with PHP for you.

On occasion, you may access care from an Out-of-network Provider, such as in an emergency when you are traveling out of the Service Area. In such cases, you may have to file a claim yourself.

### Emergency Services or Out-of-network Providers

In some cases, Hospital, laboratory, x-ray and clinic claims are filed by the Out-of-network Providers. Out-of-network Providers may also file claims for you. However, you will be required to submit claim forms when your Out-of-network Provider does not file them for you. Submit all claims as the services are received and attach the itemized bill for services or supplies. Do not file for the same service twice unless requested by a Presbyterian Customer Service Center representative.

**Note:** When the Out-of-network Provider does not bill for you, you will be required to pay that Provider.

The Member Claim Forms are available from your agency group representative, the Presbyterian Health Plan Web site at [www.phs.org](http://www.phs.org) or a Presbyterian Customer Service Center representative. Please mail the claim forms and itemized bills to:

**Address:** Presbyterian Health Plan  
Attn: State of New Mexico Claims  
P.O. Box 27489  
Albuquerque, NM 87125-7489

**Claims must be submitted no later than 12 months after the date a service or supply was received.** If your Provider does not file a claim for you, you are responsible for filing the claim within the 12-month deadline. **Claims submitted after the 12-month deadline are not eligible for benefit payments.** If a claim is returned for further information, you must resubmit it within **90 days.**

## SECTION 7 – FILING CLAIMS

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### Claims Outside the United States

Even overseas, this Plan's coverage travels with you. If you need Hospital or Provider care, claims should be handled the same way as described in "Out-of-network Claims" above. Members are responsible for ensuring that claims are appropriately translated and that the monetary exchange rate is clearly identified when submitting claims for services received outside the United States.

### Itemized Bills

Itemized bills must be submitted on billing forms or the Provider's letterhead stationery and must show:

- Name and address of the Physician or other healthcare Provider;
- Full name of the patient receiving treatment or services; and
- Date, type of service, diagnosis and charge for each service separately.

The only acceptable bills are those from healthcare Providers. Canceled checks, balance due statements, cash register receipts or bills you prepare yourself are not acceptable. Please make a copy of all itemized bills for your records before you send them because the bills are not returned to you. Itemized bills are necessary for your claim to be processed so that all benefits available under this Plan are provided.

If your itemized bill(s) include services previously filed, identify clearly the new charges that you are submitting.

### Prescription Drug Claims

Claims for Prescription Drugs must be sent to the Prescription Drug Plan Administrator, not to PHP. Please refer to the **CVS Caremark** Summary Plan Description or call them at **1-877-744-5313** for the claims filing procedures for Prescription Drugs.

### How Payments are made

Payments for Covered Services usually are sent directly to In-network and National HMO Network Providers, including In-network and National HMO Network Hospitals/treatment facilities. Payments for Covered Services by Out-of-network Providers are sent to the Member unless the Member has assigned benefits to the Provider.

Provider payments are based upon In-network and National HMO Network agreements and the Negotiated Fee Schedule as determined by Presbyterian Health Plan. You are responsible for paying the Deductible and/or any Copayments, Coinsurance and charges for non-Covered Services.

## SECTION 7 – FILING CLAIMS

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If you obtain services from an Out-of-network Provider, you are responsible for paying all Copayments, Coinsurance and charges for non-Covered Services.

Payment of benefits for Members eligible for Medicaid is made to the New Mexico Human Services Department or to the Medicaid Provider when required by law.

Additional information may be requested to process your claim, coordinate benefits or protect the subrogation interest. You must supply the information or agree to have the information released by another person to Presbyterian Health Plan.

You may be requested to have another Provider examine you if there are questions about a **Prior Authorization** review or about a particular service or supply for which you are claiming benefits. In this event, the Plan will cover the requested examination.

### **Overpayments**

If payments made by PHP are greater than the benefits you have under this Plan, you are required to refund the excess. In the event that you do not, future benefits may be withheld and applied to the amount that you owe to the Plan.

### **Coordination of Benefits**

This Plan contains a coordination of benefits (COB) provision that prevents duplication of payments. Under this provision, if a Member is eligible for benefits under any other valid coverage, the combined benefit payments from all coverage cannot exceed 100 percent of the covered expenses. Other valid coverage means all other insurance policies, including Medicare, that provide payments for medical expenses.

If a Member is covered by both Medicare and this Plan and is not a retiree, special COB rules may apply. Contact a Presbyterian Customer Service Center representative for more information.

If a Member is currently covered under COBRA provisions, coverage ceases at the beginning of the month in which the Member either becomes enrolled for any other valid coverage unless a preexisting condition limitation applies or until the COBRA period expires whichever occurs first.

The following rules determine the order of benefit determination between this Plan and any other plan covering a Member not on COBRA continuation on whose behalf a claim is made:

1. No COB Provision. If the other valid coverage does not include a COB provision, that coverage pays first, and this Plan pays secondary benefits.
2. Employee/Dependent. If the Member who received care is covered as the employee under one coverage and as a Dependent under another, the employee's coverage pays first. If the Member is also a Medicare beneficiary, and Medicare is secondary to the plan

## SECTION 7 – FILING CLAIMS

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covering the person as a Dependent of an active employee, then the order of benefit determination is:

- a. Benefits of the plan of an active worker covering the Medicare beneficiary as a Dependent;
- b. Medicare;
- c. Benefits of the plan covering the Medicare beneficiary as the policyholder or as an active or retired employee.

If the Member has other valid coverage, please contact the other carrier's customer service center to determine if that coverage is primary or secondary to Medicare. There are many federal regulations regarding Medicare Secondary Payer provisions, and other coverage may or may not be subject to those provisions.

3. **Dependent Child/Parents Not Separated or Divorced.** If the Member who receives care is a Dependent child, the coverage of the parent whose birthday falls earlier in the Calendar Year pays first. If the other valid coverage does not follow the birthday rule, then the gender rule applies (that is, the male parent's coverage comes first).
4. **Child/Parents Separated or Divorced.** If two or more plans cover a Member as a Dependent child of divorced or separated parents, benefits for the child follow these rules:
  - a. **Court-Decreed Obligations.** Regardless of which parent has custody, if a court decree specifies which parent is financially responsible for the child's healthcare expenses, the coverage of that parent pays first.
  - b. **Custodial/Non-Custodial.** The plan of the parent with custody of the child pays first. The plan of the spouse of the parent with custody of the child pays second. The plan of the parent not having custody of the child pays last.
  - c. **Joint Custody.** When a court decree specifies that the parents share joint custody, without stating that one of the parents is responsible for the healthcare expenses of the child, the plans covering the child follow the order of benefit determination rules applicable to children whose parents are not separated or divorced.
5. **Active/Inactive Employee.** If the Member who received care is covered as an active employee under one coverage and as an inactive employee under another, the coverage through active employment pays first. Likewise, if a Member is covered as the Dependent of an active employee under one coverage and as the Dependent of the same but inactive employee under another, the coverage through active employment pays first. If the other plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, the next rule applies.
6. **Longer/Shorter Length of Coverage.** When none of the above applies, the coverage in effect for the longest continuous period of time pays first. The start of a new plan does not include a change in the amount or scope of a plan's benefits, a change in the entity that pays, provides or administers the plan's benefits or a change from one type of plan to another.

## SECTION 7 – FILING CLAIMS

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If you receive more than you should have when benefits are coordinated, you are required to repay any overpayment.

Your other valid coverage may be with a Health Maintenance Organization (HMO), a Preferred Provider Organization (PPO) or another program that limits or excludes benefits if you do not meet the obligations for obtaining **Prior Authorization** of care, for obtaining the proper level of care for the condition treated or for obtaining services from Providers authorized or recognized by your primary carrier. If you do not meet these obligations and your primary benefits are reduced as a result, Presbyterian Health Plan limits its secondary benefit payment to the difference between the PHP Negotiated Fee-for-Service for the service received and the amount that would have been paid if you had met the obligations recognized by your primary carrier. If you do not meet these obligations and your primary benefits are reduced as a result, PHP limits its secondary benefit payment to the difference between the Presbyterian Health Plan Negotiated Fee-for-Service for the service received and the amount that would have been paid if you had met the obligations.

### **Effect of Medicare on Benefits**

Shortly before you or your spouse become age 65, or if you or any other family Member becomes qualified for Medicare benefits, contact your local Social Security office to establish Medicare eligibility. Then, contact your agency group representative to discuss coverage options.

If you are a working employee age 65 or over or your spouse is age 65 or over, you are eligible to continue the State of New Mexico Plan coverage on the same basis as Members under age 65.

When a retiree becomes eligible for Medicare, Medicare is primary, and benefits are paid according to the Coordination of Benefits provisions of this Plan.

If Medicare coverage coexists with this Plan, Medicare will be secondary until the Plan pays primary for at least 30 months from the date the Member became eligible for or entitled to Medicare on the basis of end-stage renal disease. A person Eligible under Medicare is defined as an employee or Dependent who is enrolled and covered under the voluntary portion (Part B) of Medicare or who has been eligible to enroll under such part. All individuals who are eligible to enroll for Medicare Part B but have not done so will be treated the same as all other persons eligible under Medicare and Presbyterian Health Plan will assume that eligible Members have Part B coverage. Plan benefits will be offset with Medicare Part B benefits whether or not the Member actually receives them.

### **Effect of Medicaid on Benefits**

Benefits payable on behalf of a Member who is qualified for Medicaid will be paid to the Plan when:



## SECTION 7 – FILING CLAIMS

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- The Plan has paid or is paying benefits on behalf of the Member under the Group's Medicaid program pursuant to Title XIX of the Federal Social Security Act; and
- The payment for the services in question has been made by the Plan to the Medicaid Provider.

Benefits payable on behalf of a Member who is qualified for Medicaid are made to the New Mexico Human Services Department or to the Medicaid Provider when required by law.

### **Subrogation**

When this Plan pays for your care, and you have the right to recover those expenses from the person or organization causing your illness or Accidental Injury, PHP has the right of subrogation to recover the amount it has paid. This right of subrogation against the third party may be exercised even if you do not file a legal action. The right of subrogation applies whether you recover directly from the wrongdoer or from the wrongdoer's insurer, or from your uninsured motorist insurance coverage. This applies to any and all moneys a Member 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.

You have the legal obligation to help recover the amounts paid, and you must do nothing that would prejudice PHP's subrogation right. You must notify Presbyterian Health Plan if you file a claim, consult an attorney or bring action against a third party. If contacted by Presbyterian Health Plan, you must provide all requested information. Settlement of a controversy without prior notice to Presbyterian Health Plan is a breach of this agreement. In the event that you fail to cooperate with Presbyterian Health Plan or take any action, through agents or otherwise, to interfere with the exercise of a subrogation right of Presbyterian Health Plan, Presbyterian Health Plan may recover its benefit payments from you.

### **Assignment of Benefits**

Your benefits under the Plan generally cannot be transferred or assigned in any way, except as required under a Qualified Medical Child Support Order (QMCSO). A qualified child support order is a court order, which may be granted in the case of a divorce.

### **Fraudulent Application or Claim**

If you knowingly make a false statement on your enrollment Application or file a false claim, such Application or claim will be revoked retroactively back to the date of the Application or claim. Any premiums collected from the Member for coverage that is later revoked due to a fraudulent Application will be refunded to the Member by the Plan. If a claim is paid by Presbyterian Health Plan and it is later determined that the claim should not have been paid due to a fraudulent Application or claim, the Member shall be responsible for full reimbursement of the claim amount to Presbyterian Health Plan.

## SECTION 7 – FILING CLAIMS

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### Grievance Procedures

#### Overview

Many Grievances or problems can be handled informally by calling Presbyterian Health Plan at **(505) 923-5600** or toll-free at **1-888-275-7737**. Hearing-impaired users may call our TTY line 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 Superintendent of Insurance (OSI) is also available to assist you with Grievances, questions or Complaints. Call **(505) 827-4601** or toll-free at **1-855-427-5674**.

We (Presbyterian Health Plan) have established written procedures for reviewing and resolving your Grievances and concerns. There are two different procedures, depending on the type of Grievance. Any Member dissatisfied with a decision, action or inaction of ours, including a Termination of Coverage, has the right to request an internal review. You may submit your request verbally or in writing.

*Adverse Determination:* means a decision made pre-service by Presbyterian Health Plan that a Healthcare Service requested by a Provider or covered person has been reviewed and, based upon the information available, does not meet Presbyterian Health Plan's requirements for Coverage or Medical Necessity, and the requested Healthcare Service is denied, reduced or terminated.

*Adverse Determination Grievance:* means an oral or written complaint submitted by or on behalf of a covered person regarding an Adverse Determination.

*Administrative Grievance:* means an oral or written complaint submitted by or on behalf of a covered person regarding any aspect of a Health Benefits Plan other than a request for Healthcare Services, including, but not limited to:

- Administrative practices of the Healthcare Insurer that affects the availability, delivery or quality of Healthcare Services.
- Claims payment, handling or reimbursement for Healthcare Services.
- Terminations of Coverage.

Any Grievance may be submitted orally or in writing. If you make an oral Grievance, the Presbyterian Customer Service Center will assist you to complete the required forms. The Managed Health Care Bureau of OSI is also available to assist you. Please be advised that we shall not take any retaliatory action against you for filing a Grievance.

If your Grievance clearly contains administrative and adverse decision issues, then we will begin separate Grievances for each decision. When processing your Grievance, we will provide you with a detailed explanation of the Grievance procedure. The detailed explanation will tell you how we review and resolve Grievances, provide you with a toll-free telephone number, facsimile

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number, email address and mailing address of Presbyterian Health Plan's Consumer Assistance Office.

You may request a copy and detailed written explanation of the Grievance procedures by calling the Presbyterian Customer Service Center at **(505) 923-5600** or toll-free at **1-888-275-7737**. Hearing-impaired users may call our TTY line at **1-877-298-7407**.

Members have **180 days** from the date of the initial denial to file an Appeal with us.

### Initial Determinations

When you or your treating healthcare professional requests a Healthcare Service, we shall initially determine whether the requested Healthcare Service is a covered benefit by your Health Benefits Plan. Before denying a Healthcare Service for lack of Coverage, we will determine that there is no provision under which the requested Healthcare Service could be covered. If we find that the requested Healthcare Service is not covered, PHP will not review for Medical Necessity. If Presbyterian Health Plan finds that the requested Healthcare Service is a covered benefit, Presbyterian Health Plan will then determine if it is Medically Necessary. Before we deny a Healthcare Service because of lack of Medical Necessity, our Medical Director will give an opinion as to Medical Necessity by either consulting relevant Specialists or applying Uniform Standards that we use.

The initial determination must be completed within **24 hours**, where circumstances require expedited review and **five working days** for all other cases. We may extend the review period for a maximum of **10 working days** for pre-service cases if there is a demonstration of reasonable cause beyond control for the delay, the delay will not result in increased medical risk to you, and if a written progress report and explanation for the delay within the original **five working day** review period is sent to you.

An expedited decision will be granted whenever:

- The life or health of a covered person would be jeopardized.
- The covered person's ability to regain maximum function would be jeopardized.
- The Provider reasonably requests an expedited decision
- The medical exigencies of the case require an expedited decision.

If our initial review results in the approval of the requested service, then we will notify you and your Provider of the approval by telephone or written correspondence within **two working days** of the date we approved the service.

If our initial review results in the denial, reduction or termination of the requested Healthcare Service, then we will notify you and your doctor of the determination by telephone no later than **24 hours** after making the initial decision. We will also notify you and your doctor of the initial

## SECTION 7 – FILING CLAIMS

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decision in writing within **one working day** of the telephone notice. The written notice will state:

- If the decision is based on lack of Medical Necessity, we will explain why the service is not Medically Necessary. A statement that the Healthcare Service is not medically necessary is not sufficient.
- If the decision is based on lack of Coverage, all benefit plan provisions and materials will be cited, completely explaining why the requested service is not a covered benefit. A statement that the requested Healthcare Service is not covered by the Health Benefits Plan will not be sufficient.
- How you may request an internal review with us.
- Procedures and provide all the necessary forms you will need to request an internal review.

You may request an internal review orally or in writing by contacting:

**Address:** Presbyterian Health Plan, Inc.  
Grievance Department  
P.O. Box 27489  
Albuquerque, NM 87125-7489

**Phone:** (505) 923-5600 or toll-free at 1-888-275-7737

**Fax:** (505) 923-6111

**Email:** [gappeals@phs.org](mailto:gappeals@phs.org)

You may also contact the OSI's Managed Health Care Bureau for assistance.

### Adverse Determination Grievance Review Procedures

If you are dissatisfied with an Adverse Determination, you have the right to request an internal review by us. Once we receive your request for an internal review, we will date and time stamp your request and send you an acknowledgment letter within **three working days**. Our acknowledgment letter will tell you the name, address and direct telephone number of the individual handling your request.

Our internal Adverse Determination Appeal Review Procedures require an initial review by one of our Medical Directors and then, if necessary, a second review by a medical panel. If your request was initially denied because of lack of Coverage, our Medical Director will review your Healthcare Benefits Plan booklet to determine if there is any provision under which the requested Healthcare Service could be covered. If the initial request was based on lack of Medical Necessity, then our Medical Director will give an opinion as to Medical Necessity by either consulting relevant Specialists or applying the Uniform Standards that we use. If our decision is to approve the requested service, Presbyterian Health Plan will notify you and your Provider by telephone and written correspondence within **two working days** of the date we approved the

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service. If your circumstance requires an expedited review, both reviews must be completed within **72 hours**; or within **30 calendar days** for all cases in which the request for review is made prior to the service requested; and **60 calendar days** for all cases that involve post-service reviews. Presbyterian will initiate separate Grievances for each decision if the Grievance contains clearly divisible administrative and adverse decision issues. An expedited review is conducted when it is determined your life or health could be in jeopardy or your ability to regain maximum function would be jeopardized. In an expedited review, all information will be transmitted between you and us by the most expeditious method available. If an expedited review is conducted during a Hospital stay or course of treatment, the Healthcare Services will be continued without cost (except for applicable Cost Sharing Copayments, Coinsurance and Deductibles) to you until we make a final decision and notify you. We will not conduct an expedited review of an Adverse Determination made after Healthcare Services have been provided to you. Presbyterian Health Plan will work with you if an extension is needed – **10 working days** for pre-service cases and **20 working days** for post-service cases. If you do not make an immediate decision to pursue the Grievance, or you request additional time to supply supporting documents or information, or postponement, the timeframes shall be extended to include the additional time requested by you. We must demonstrate a reasonable cause beyond control when requesting an extension. We will send you a written progress report explaining the reason for the delay. If we fail to comply with the deadline for completion of an internal review, the requested service may be approved unless you agree in writing to an extension.

At any time during your Grievance review, if you indicate that you no longer wish to pursue the Grievance, we will mail to you a written notification of our decision and confirmation of your decision that you do not wish to pursue the matter further within **three working days**.

If our Medical Director decides to uphold the denial, reduction or termination of the requested Healthcare Service, then we will notify you of the Medical Director's decision by telephone within **one business day by telephone**, and **two business days by mail**. We will notify you of the decision and include a self-addressed stamped envelope and response form that asks whether you wish to appeal the Grievance further. The form will include a box for checking "yes" and a box for checking "no." If you do not make an immediate decision to pursue the Grievance, or you request additional time to supply supporting documents or information, the timeframe will be extended to include the additional time if requested. If the review is an expedited review, then we will select a medical panel to further review your request. We will not unreasonably deny your request for a postponement of the internal panel review for up to **30 days**.

If you indicate that you want a second review of your Appeal by a medical panel, then we will notify you of the date, time and location of the medical panel review and of your rights to participate in the review. No fewer than **three working days** before the internal panel review, we will provide you with a copy of your appeal file. Pertaining to the internal panel review, you have the right to:

- Attend and participate in the internal panel review.
- Present your case to the internal panel.
- Submit any additional information before and at the internal panel review.

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- Ask questions of any of the Presbyterian Health Plan representatives, including the internal panel.
- Be assisted or represented by a person of your choice, including legal representation (at your expense).
- Be advised if we will have legal representation at the hearing.
- Hire a Specialist to participate in the internal panel hearing at your own expense, but the Specialist may not participate in making the decision.

We will select one or more Healthcare Professionals who have not been previously involved in your request to serve on the internal panel. At least one Healthcare Professional selected will practice in a specialty that would typically manage the case related to your Grievance. Internal panel review Members will be present physically or by video or telephone conferencing to hear your Grievance. A panel member who is not present to hear the Grievance either physically or by video or telephone conference shall not participate in the decision.

The internal review panel will review your Health Benefits Plan booklet to see if there is any provision under which the requested Healthcare Service could be covered. The internal review panel will give an opinion as to Medical Necessity by either consulting relevant Specialists or applying Uniform Standards that we use.

No fewer than **three working days** prior to the internal panel review, we will provide you with copies of the following:

- Pertinent medical records
- Your Provider's recommendation
- Your Health Benefits Plan booklet
- All of our decision letters
- Any Uniform Standards that we used
- Any reports received from any medical consultants that we retained
- All other evidence or documentation used in your review

For an expedited internal review, all information will be provided to you by the most expeditious method available. If an expedited review is conducted during a Hospital stay or course of treatment, we will continue the Healthcare Service (applicable Cost-Sharing Copayments, Coinsurance and Deductibles apply) until we make a final decision.

Once the internal panel has made their decision, you will be notified within **24 hours** by telephone and in writing within **one working day** of the telephone notice. The written notice will include:

- The names, titles and credentials of the internal review panel Members.
- A statement of the internal panel's understanding of the Grievance and all pertinent facts.
- The rationale for the internal review panel's decision including the following:

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- Identification of those provisions of your Health Benefits Plan booklet that we believe is relevant to the issue in the case under review and explain why each such provision did or did not support the panel’s decision regarding coverage of the requested Healthcare Service.
- Citation to any Uniform Standards relevant to your medical condition and whether such standards support or do not support the panel’s decision regarding the Medical Necessity of the requested service.
- Reference Uniform Standards relevant to the decision.
- Reference any other evidence or documentation used to make the decision.
- Your right to request an external review by the Superintendent of Insurance which will include the address and telephone number of the Managed Health Care Bureau of OSI and a description of all procedures and time deadlines necessary to pursue external review, and copies of any forms required to initiate the external review process.

### **External Review by the Superintendent of Insurance**

If you are dissatisfied with the results of our review of an Adverse Determination, you may request an external review by the Superintendent by filing a written request within **120 calendar days** from the date you receive our decision. You may also file any other supporting documents or information to the Superintendent for review. If you wish to supply supporting documentation or information subsequent to the filing for an external review, the time frames for external review shall be extended up to **90 days** from the receipt of the complaint by the Superintendent or until you submit all supporting documents, whichever occurs first. You may request the Superintendent extend your request if good cause is shown. You may file your request by:

- Address:** The Superintendent of Insurance,  
Attention: Managed Health Care Bureau—External Review Request,  
P.O. Box 1269  
1120 Paseo de Peralta  
Santa Fe, New Mexico 87504-1269
- Email:** The Superintendent of Insurance,  
Attention: Managed Health Care Bureau  
[mhcb.grievance@osi.nm.gov](mailto:mhcb.grievance@osi.nm.gov)
- Fax:** The Superintendent of Insurance,  
Attention Managed Health Care Bureau—External Review Request  
**(505) 827-4253**
- Online:** Online by Completing the OSI Managed Healthcare Complaint Form Available at:  
<https://www.osi.state.nm.us/index.php/consumers/consumer-assistance/>

You or your Provider may request an expedited review by calling the Managed Health Care Bureau at **(505) 827-3928** or **1-855-427-5674**.

You will need to provide a copy of our decision, a fully executed release form authorizing the Superintendent to obtain any necessary medical records from us or other Healthcare Service

## SECTION 7 – FILING CLAIMS

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Provider, and any other supporting documentation. If the Grievance involves an Experimental or Investigational Treatment Adverse Determination, provide a copy of your Provider's certification and recommendation. You may contact the Managed Health Care Bureau to assist you in this process. The Superintendent may require you to exhaust any of our internal Grievance procedures before accepting a Grievance for external review.

Once your request for an external review is received, the Superintendent will send an acknowledgment that your request has been received. The Superintendent will also send us a copy of your external review request. Upon receipt of this request, we, within **five working days** for standard review or the time limit set by the Superintendent for expedited review, will provide the Superintendent:

- Your *Summary of Benefits*
- Your complete Health Benefits Plan booklet
- All pertinent medical records, internal review decisions and rationales, consulting reports and any documents and information submitted by you and us
- Any Uniform Standards that we use
- All evidence or documentation used in your internal review

If we fail to comply with these Superintendent's requirements, the Superintendent may reverse our decision. The Superintendent may waive these requirements if the medical exigencies of the case deem it necessary.

The Superintendent will conduct either a standard or an expedited external review. The Superintendent will complete an expedited external review of your case no later than **72 hours** of receipt of the external review request. The OSI staff will complete your case's initial review within **10 working days** from receipt of your request for an external review. If you are granted an external review hearing, the Superintendent will complete the external review within **30 working days** from receipt of the complete request for external review. The Superintendent may extend the external review period for up to an additional **10 working days** when deemed necessary.

Upon receipt of your request for external review, the OSI staff will review your request to determine whether:

- You have provided the necessary documents.
- You are or were a covered person under our Health Benefits Plan at the time the service was requested or provided.
- You have exhausted all of our internal review procedures.
- The requested service is a covered benefit under your Health Benefit Plan booklet.

OSI staff shall attempt to informally resolve the Grievance in accordance with the procedures set forth in the New Mexico Administrative Code. If your external review request pertains to an Experimental or Investigational treatment, the OSI staff will also consider whether the requested



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service is a covered benefit, is not listed as an excluded benefit under your Plan and whether your doctor has certified that standard Healthcare Services have not been effective or are not medically appropriate for you. The OSI staff will also consider whether there is no standard Healthcare Service that we Cover that is as beneficial as or more beneficial than the requested service.

If your request for external review is incomplete, the OSI staff will notify you and require you to submit the additional information. If your request for an external review does not meet criteria, the Superintendent will notify you and us that your request will be denied. You have the right to request a hearing within **33 days** from the date the notice was mailed to you. If the Superintendent determines your request for an external review is complete and meets the criteria, the Superintendent will notify you and us that your request meets criteria, and an informal hearing will be scheduled. The notice of hearing will be mailed to you no later than **eight working days** prior to the hearing date. The notice will tell you the date, time, place of the hearing, matters to be considered and will advise you and us of your rights. The Superintendent will not unreasonably deny your request or our request for a postponement of the hearing.

The Superintendent may designate a Hearing Officer who will be an attorney licensed to practice in New Mexico. A Hearing Officer, independent Co-hearing Officer or ICO means a healthcare 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. The hearing may be conducted by telephone conference call, video conferencing or other appropriate technology at the OSI's expense. The Superintendent may also designate two independent Co-hearing Officers who will be licensed Healthcare Professionals. At least one of them will practice in a specialty that would typically manage the case related to your Grievance. Each Hearing Officer will disclose any potential conflicts of interest to the Superintendent. Any potential conflicts of interest can include personal or professional relationships to either you or us. The Superintendent will determine reasonable compensation for the appointed Hearing Officers and will annually publish a schedule of Hearing Officer's compensation in a bulletin. The Superintendent or attorney Hearing Officer may require additional information, may exclude any irrelevant evidence, may adjourn or proceed with the hearing if you or we fail to attend the hearing. Staff may attend the hearing, ask questions and request evidence from the parties but will not be present during deliberations between the Superintendent, his designated Hearing Officer and any Co-hearing Officers. All testimony at the hearing will be taken under oath. The Superintendent or Hearing Officers may call and examine you, our designees and other witnesses. The hearing will be recorded, and you and we have the right to attend the hearing. You have a right to designate a person to attend on your behalf, be assisted or represented by an attorney and call, examine and cross-examine witnesses. You and we will each enter into record that the Hearing Officers will be released from civil liability for all communications, findings, opinions and conclusions made during the external review process. At the close of the external hearing, the Hearing Officers will review and consider your entire record and submit their decision to the Superintendent, who will then render a decision in your case to include any further Grievance rights. If the decision requires action on our part, the order will state the timeframe for compliance. Once your external

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review is complete, the Hearing Officers will complete a compensation form indicating the amount of time spent participating in your external review. The completed forms will be submitted to the Superintendent and will be forwarded to us. We will compensate the Hearing Officers for time served within **30 days** of receipt.

The Superintendent's order will be binding to both you and us and will state that both you and PHP have the right to judicial review pursuant to New Mexico Statutes as state and federal law may provide other remedies. You or we cannot file a subsequent request for external review of the same Adverse Determination that was the subject of the Superintendent's order.

### Administrative Grievance Procedures

If you are dissatisfied with a decision, action or inaction of ours regarding a matter that does not involve the denial, reduction or termination of a requested Healthcare Service, then you have the right to request, orally or in writing, that we internally review the matter. Once we receive your request for an internal review, we will date and time stamp your request and send you an acknowledgment letter within **three working days**. Our acknowledgment letter will tell you the name, address and direct telephone number of the individual handling your request. Your request will be conducted by our representative, who will allow you to present any information related to your case and who will take corrective action if necessary. We will review the Grievance and provide you with a written decision within **15 working days** from receipt of the Grievance. We will notify you if an extension is necessary. An extension may be granted when there is a delay in obtaining the documents or records necessary to appropriately review your Grievance. We will notify you in writing of the reasons for the extension and the expected date of resolution. Your written decision will include:

- The name, title and qualifications of the person conducting the initial review
- A statement of the reviewer's understanding of the Grievance and all pertinent facts
- The rationale for the decision
- Every relevant provision of your Health Benefits Plan booklet
- Reference Uniform Standards relevant to the decision
- Reference any other evidence or documentation used to make the decision
- Your right to request a reconsideration within **20 working days**, including all necessary forms

If you are dissatisfied with this decision, you may file a written request for our reconsideration. We will appoint a reconsideration committee, consisting of one or more employees of the Plan who were not involved in the initial decision, to review the Grievance and will schedule a hearing. The hearing shall be held during regular business hours at a location reasonably accessible to the Grievant, and we shall offer the Grievant 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 a Grievant. We will notify you of the date, time and location of the hearing and your rights in this process within **10 working days** after your hearing request is received. No fewer than **three**

## SECTION 7 – FILING CLAIMS

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**working days** prior to your hearing, we will send you all the documents and information the committee will be reviewing. The reconsideration committee hearing will be held within **15 working days** after your hearing request is received. We will mail you a written decision within **seven working days** after the hearing.

Pertaining to the reconsideration committee review, you have the right to:

- Attend and participate in the reconsideration committee review
- Present your case to the internal panel
- Submit any additional information before and at the reconsideration committee review
- Ask questions of any of our representatives, including the internal panel
- Be advised if we will have legal representation at the hearing
- Be assisted or represented at your expense by a person of your choice

You will be mailed a written decision within **seven working days** after the reconsideration committee hearing. Your written decision will include:

- The names, titles and qualifications of the reconsideration committee panel
- The committee's statement of the issues involved in your Administrative Grievance
- An explanation of the rationale of the committee's decision
- References to the evidence or documentation used to make the decision
- A statement that the initial decision will be binding unless you submit a request for an external review by the Superintendent within **20 working days** of receipt of the reconsideration decision
- Instructions, procedures and forms on how to submit the Administrative Grievance to the Superintendent, including address and toll-free telephone number

### External Review by the Superintendent of Insurance

If you are dissatisfied with the results of the review by our reconsideration committee, you may request an external review by the Superintendent by filing a written request within **20 working days** from the date you receive our decision. You may also file any other supporting documents or information to the Superintendent for review. If you wish to supply supporting documents or information subsequent to the filing of the request for external review, the time frames for external review shall be extended up to **90 days** from receipt of the complaint form by the Superintendent or until you submit all supporting documents, whichever comes first. You may file your request for external review on the forms we provided by:

**Address:** The Superintendent of Insurance,  
Attention: Managed Health Care Bureau—External Review Request,  
P.O. Box 1269  
1120 Paseo de Peralta  
Santa Fe, New Mexico 87504-1269

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- Email:** The Superintendent of Insurance,  
Attention: Managed Health Care Bureau  
[mhcb.grievance@osi.nm.gov](mailto:mhcb.grievance@osi.nm.gov)
- Fax:** The Superintendent of Insurance,  
Attention Managed Health Care Bureau—External Review Request  
(505) 827-4253
- Online:** Online by Completing the OSI Managed Healthcare Complaint Form Available at:  
<https://www.osi.state.nm.us/index.php/consumers/consumer-assistance/>

The Superintendent may require you to exhaust any of our internal Grievance procedures before accepting a Grievance for external review.

Once your request for an external review is received, the Superintendent will send an acknowledgment that your request has been received. The Superintendent will also send us a copy of your external review request. Upon receipt of this request, we, within **five working days** for standard review or the time limit set by the Superintendent for expedited review, will provide the Superintendent:

- Your *Summary of Benefits*
- Your complete Health Benefits Plan booklet
- All pertinent medical records, internal review decisions and rationales, consulting reports and any documents and information submitted by you and by us
- Any Uniform Standards that we use
- All evidence or documentation used in your internal review

The Superintendent will review the documents submitted by you and by us and may conduct an investigation or inquiry with the Grievant. The Superintendent will issue a written decision to you within **20 working days** of receipt of the external review request.

### **Retaliatory Action**

In accordance with the federal Patient Protection and Affordable Care Act and the New Mexico Administrative Code's Grievance Procedures Rule, we cannot take retaliatory action against you for filing a Grievance under this Health Benefits Plan.

### **Confidentiality of a Covered Person**

In accordance with the New Mexico Administrative Grievance Procedure Rule, Healthcare Insurers, the Superintendent, independent Co-hearing Officers and all others who acquire access to identifiable medical records and information of covered persons when reviewing Grievances shall treat and maintain such records and information as confidential except as otherwise provided by federal and New Mexico law.

## SECTION 8 – MEMBER RIGHTS AND RESPONSIBILITIES

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### Section 8 - Member Rights and Responsibilities

#### Member Rights

##### All Members have a right to:

1. Be treated with courtesy, consideration, respect and recognition of their dignity
2. Have their privacy respected, including the privacy of medical and financial records maintained by the Claim Administrator and its healthcare Providers as required by law
3. Be advised of the Claim Administrator's policies and procedures regarding products, services, Providers and Appeals procedures, including detailed benefit information, and Member rights and responsibilities
4. Request and obtain information about any financial arrangements between the Claim Administrator and its Providers which might restrict treatment options or limit services offered to Members
5. Be told the details about what is covered, maximum benefits, what is not covered, what drugs or medicines are restricted, and how to obtain **Prior Authorizations**, when needed
6. Receive affordable healthcare, with limits on Out-of-pocket expenses
7. Seek care from an Out-of-network Provider and be advised of their financial responsibility if they receive services from an Out-of-network Provider or receive services without required **Prior Authorization**
8. Be notified promptly of termination, decreases or changes in benefits, services, or the Provider network
9. Select a PCP within the limits of the covered benefits and Provider network
10. Change PCP by following the rules described in this booklet
11. Participate with Providers in decision making regarding their healthcare
12. Clear and candid discussion of Medically Necessary treatment options, regardless of benefit coverage or cost
13. All the rights afforded by law, rule or regulation as a patient in a licensed healthcare facility, including the right to refuse care, treatment or medications after the Provider has explained the care, treatment or other advice in language the Member understands
14. Refuse the care of a specific Provider
15. Be informed of the potential consequences of such refusal as outlined in this booklet
16. Have adequate access to qualified health professionals near where they live or work
17. Receive information from their Provider, in terms that they understand, including an explanation of their complete medical condition, recommended treatment, risks of the

## SECTION 8 – MEMBER RIGHTS AND RESPONSIBILITIES

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- treatment, expected results and reasonable medical alternatives irrespective of the Claim Administrator's position on treatment options
18. Have the explanation provided to next of kin, guardian, agent or surrogate if available, when the Member is unable to understand
  19. Have all explanations to the next of kin, guardian, agent or surrogate recorded in the Member's medical record, including where appropriate, a signed medical release authorizing release of medical information by the Member
  20. Have access to services, when Medically Necessary, as determined by their primary or treating Provider, in consultation with the Claim Administrator, **24 hours** per day, **seven days** a week for urgent or Emergency Care services, and for other health services as defined by this booklet
  21. Have access to translator services for Members who do not speak English as their first language, and translation services for hearing-impaired Members for communication with the Claim Administrator
  22. Receive a complete explanation of why services or benefits are denied a chance to appeal the decision to the Claim Administrator and to receive an answer within a reasonable time
  23. Receive a Certificate of Creditable coverage when a Member's enrollment in this Plan terminates
  24. Make Grievances or Appeals regarding the Claim Administrator or the care provided
  25. Continue an ongoing course of treatment for a period of at least **30 days** if the Member's Provider leaves the Provider network or if a new Member's Provider is not in the Provider network
  26. Make recommendations regarding our Members' rights and responsibilities policies

### Member Responsibilities

#### All Members must:

1. Review this booklet and if there are questions contact the Presbyterian Customer Service Center at **(505) 923-5600** or toll-free at **1-888-275-7737** for clarification of benefits, limitations and exclusions outlined in this booklet
2. Provide, as much as possible, information that the Claim Administrator and Providers need in order to provide services or care or to oversee the quality of such care or services
3. Follow the Claim Administrator's policies, procedures and instructions for obtaining services and care

## **SECTION 8 – MEMBER RIGHTS AND RESPONSIBILITIES**

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4. Follow the Plans and instruction for care that he/she has agreed upon with his/her Provider
5. Follow any instructions and guidelines given by a Provider. A Member may, for personal reasons, refuse to accept treatment recommended by Providers. An In-network Provider may regard such refusal as incompatible with the continuance of the Provider-patient relationship and as obstructing the provision of proper Medical Care
6. Notify the Claim Administrator immediately of any loss or theft of his/her Identification Card
7. Refuse to allow any other person to use his/her Identification Card
8. Advise an In-network Provider of coverage with the Claim Administrator at the time of service. Members may be required to pay for services if they do not inform their In-network Provider of their coverage
9. Pay all required Copayments and/or Coinsurance at the time services are rendered
10. Be responsible for the payment of all services obtained prior to the effective date of this Plan and subsequent to its termination or cancellation
11. Promise that all information given to the Claim Administrator in Applications for enrollment, questionnaires, forms or correspondence is true and complete
12. Understand your health problems and to participate in developing mutually agreed upon treatment plans and goals

## SECTION 9 – GLOSSARY OF TERMS

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### Section 9 - Glossary of Terms

**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.

**ADMISSION** means the period of time between the date a patient enters a Hospital or other facility as an Inpatient and the date he/she is discharged as an Inpatient. The date of Admission is the date of service for the hospitalization and all related services. Admission starts when a provider writes an order for an Inpatient stay and ends when the provider write the discharge order.

**ALCOHOL USE DISORDER** means alcohol dependence or Alcohol Use Disorder 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 situation.

**AMBULATORY SURGICAL FACILITY** means an appropriately licensed Provider with an organized staff of Physicians that meets all of the following criteria:

- Has permanent facilities and equipment for the primary purpose of performing surgical procedures on an Outpatient basis;
- Provides treatment by or under the supervision of Physicians and nursing services whenever the patient is in the facility;
- Does not provide Inpatient accommodations; and
- Is not a facility used primarily as an office or clinic for the private practice of a Physician or other professional Provider.

**APPLICATION** means the form that an employee is required to complete when enrolling for PHP coverage.

**ATTENDING PROVIDER** means the doctor who is responsible for the patient's Hospital treatment or who is charged with the patient's overall care and who is responsible for directing the treatment program. A consulting Provider is not the Attending Provider. A Provider employed by the Hospital is not ordinarily the Attending Provider.



## SECTION 9 – GLOSSARY OF TERMS

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**BIRTHING CENTER** means an alternative birthing facility licensed under state law, with care primarily provided by a Certified Nurse Midwife.

**CALENDAR YEAR** means the period beginning January 1 and ending December 31 of the same year.

**CALENDAR YEAR OUT-OF-POCKET MAXIMUM** means a specified dollar amount of Covered Services received during a Calendar Year that is the Member's responsibility. This amount includes Copayments (except Pharmacy Copayments), Coinsurance and Deductible for PCP and Specialist services.

**CERTIFIED NURSE MIDWIFE** means a licensed Registered Nurse, certified by the American College of Nurse Midwives to administer Maternity care within the scope of the license.

**CHIROPRACTOR** means a person who is a Doctor of Chiropractic licensed by the appropriate governmental agency to practice chiropractic medicine.

**COINSURANCE** means the amount, expressed as a percentage, of a covered healthcare expense that is partially paid by the Plan and partially the Member's responsibility to pay. The cost-sharing responsibility ends for most Covered Services in a particular Calendar Year when the Out-of-pocket Maximum has been reached.

**CONGENITAL ANOMALY** means any condition from birth significantly different from the common form, for example, a cleft palate or certain heart defects.

**COPAY/COPAYMENT** means the amount expressed as a fixed-dollar figure required to be paid by a Member in connection with Healthcare Services. Benefits payable by the Plan are reduced by the amount of the required Copayment for the Covered Service.

**COSMETIC SURGERY** means Surgery that is beautification or aesthetic Surgery to improve an individual's appearance by surgical alteration of a physical characteristic. It is performed to reshape normal structures of the body in order to improve appearance and self-esteem.

**COVERED SERVICES** means services or supplies specified in this SPD, including any supplements, endorsements, addenda or riders, for which benefits are provided, subject to the terms, conditions, limitations and exclusions of this SPD.

**CUSTODIAL CARE** means care provided primarily for maintenance of the patient and designed essentially to assist in meeting the patient's 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.

## SECTION 9 – GLOSSARY OF TERMS

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**CUSTOM-FABRICATED 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.

**DENTIST** means a Doctor of Dental Surgery (DDS) or Doctor of Medical Dentistry (DMA) who is licensed to practice prevention, diagnosis and treatment of diseases, Accidental Injuries and malformation of the teeth, mouth, and jaws.

**DEPENDENT** means any Member of a covered employee's family who meets the requirements of (Section 3) of this SPD and is actually enrolled in the Plan.

**DIAGNOSTIC SERVICES** means procedures ordered by a Provider or other professional Provider to determine a definite condition or disease.

**DIAGNOSTIC BREAST EXAMINATION** a medically necessary and clinically appropriate examination of the breast using diagnostic mammography, breast magnetic resonance imaging or breast ultrasound that evaluates an abnormality:

- Seen or suspected from a screening examination for breast cancer; or
- Detected by another means of examination

**DURABLE MEDICAL EQUIPMENT** means equipment prescribed by a Provider that is Medically Necessary for the treatment of an illness or Accidental Injury or to prevent the patient's further deterioration. This equipment is designed for repeated use, generally 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.

**EMERGENCY MEDICAL CONDITION** means a medical condition which manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in 1) Serious jeopardy to your health, if pregnant the health of you or your unborn child; 2) Serious impairment to the bodily functions; or 3) Serious dysfunction of any bodily organ or part.

**EXPERIMENTAL/INVESTIGATIONAL** means any treatment, procedure, facility, equipment, drug, device or supply not accepted as standard medical practice in the state services are provided. In addition, if a federal or other governmental agency approval is required for use of any items and such approval was not granted at the time services were administered, the service is Experimental. To be considered standard medical practice and not Experimental or Investigational, treatment must meet all five of the following criteria:

## SECTION 9 – GLOSSARY OF TERMS

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- A technology must have final approval from the appropriate regulatory government bodies;
- The scientific evidence as published in peer-reviewed literature must permit conclusions concerning the effect of the technology on health outcomes;
- The technology must improve the net health outcome;
- The technology must be as beneficial as any established alternatives; and
- The improvement must be attainable outside the Investigational settings.

**FAMILY COVERAGE** means coverage for the employee, the employee's spouse and/or the employee's Dependent children.

**FREESTANDING DIALYSIS FACILITY** means a Provider primarily engaged in providing dialysis treatment, maintenance or training to patients on an Outpatient or home basis.

**GENETIC INBORN ERRORS OF METABOLISM (IEM)** means a rare, inherited disorder that is present at birth and results in death or mental disability 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

**GRIEVANCE** means an oral or written complaint submitted by or on behalf of a covered person regarding the:

- Availability, delivery or quality of Healthcare Services;
- Administrative practices of the healthcare insurer that affect the availability, delivery or quality of Healthcare Services;
- Claims payment, handling or reimbursement for Healthcare Services; or
- Matters pertaining to any aspect of the health benefits Plan.

**HEALTHCARE PROFESSIONAL** means a Provider or other healthcare practitioner, including a pharmacist, who is licensed, certified or otherwise authorized by the state to provide Healthcare Services consistent with state law.

**HEALTHCARE 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 behavioral health, including community-based behavioral health.

**HIPAA** means Health Insurance Portability and Accountability Act.

## SECTION 9 – GLOSSARY OF TERMS

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**HOME HEALTH AGENCY** means an appropriately licensed Provider that both:

- Brings skilled nursing and other services on an intermittent, visiting basis into the Member's home in accordance with the licensing regulations for home health agencies in New Mexico or in the locality where the services are administered; and
- Is responsible for supervising the delivery of these services under a plan prescribed and approved in writing by the Attending Provider.

**HOSPICE** means a duly licensed program or facility providing care and support to terminally ill patients and their families.

**HOSPITAL** means a duly licensed Provider that is a short-term, acute, general Hospital that meets all of the following criteria:

- Is a duly licensed institution;
- For compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment and care of injured and sick persons by or under the supervision of Providers;
- Has organized departments of medicine and major Surgery;
- Provides **24-hour** nursing service by or under the supervision of Registered Nurses;
- Is not, other than incidentally, Skilled Nursing Facility, nursing home, Custodial Care home, health resort, spa or sanitarium; and
- Is not a place for rest, for the aged, for the treatment of mental illness, Admission, drug use or pulmonary tuberculosis, and ordinarily does not provide Hospice or rehabilitation care, and is not a residential treatment facility.

**IDENTIFICATION CARD** or **ID CARD** means the card issued to the covered employee enrolled under this Plan.

**IMMUNOSUPPRESSIVE DRUGS (Inpatient only)** means drugs used to inhibit the human immune system. Some of the reasons for using Immunosuppressive Drugs include but are not limited to 1) preventing transplant rejection; 2) supplementing chemotherapy; 3) treating certain diseases of the immune system (i.e., "auto-immune" diseases); 4) reducing inflammation; 5) relieving certain symptoms; and 6) other times when it may be helpful to suppress the human immune response.

**INDEPENDENT CLINICAL LABORATORY** means a laboratory that performs clinical procedures under the supervision of a Provider and that is not affiliated or associated with a Hospital or Provider

**INPATIENT** means a Member who has been admitted by a healthcare Provider to a Hospital for occupancy 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, and which are covered as defined in this Plan.

## SECTION 9 – GLOSSARY OF TERMS

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Admissions are considered Inpatient based on Medical Necessity as identified in the PHP designated level of care criteria, regardless of the length of time spent in the Hospital. Inpatient Admission begins when an order is written by a provider and ends with a discharge order from the Provider.

**LICENSED ACUPUNCTURIST** means an Acupuncture Provider who is licensed by the appropriate state authority. Certification alone does not meet the licensure requirement.

**LICENSED NAPRAPATHIC** means a naprapathy Provider who is licensed by the appropriate state authority. Certification alone does not meet the licensure requirement.

**LICENSED PRACTICAL NURSE (LPN)** means a nurse who has graduated from a formal practical nursing education program and is licensed by the appropriate state authority.

**MAINTENANCE THERAPY** means treatment that does not significantly enhance or increase the patient's function or productivity.

**MATERNITY** means any condition that is pregnancy-related. Maternity care includes prenatal and postnatal care and care for the complications of pregnancy, such as ectopic pregnancy, spontaneous abortion (miscarriage), elective abortion or cesarean section.

**MEDICAID** means Title XIX of the Social Security Act and all amendments thereto.

**MEDICAL CARE** means professional services administered by a Physician or another professional Provider for the treatment of an illness or Accidental Injury.

**MEDICAL EMERGENCY** means an Accidental Injury or a condition that occurs suddenly and unexpectedly and is life-threatening or could result in permanent damage if not treated immediately. To be eligible for possible emergency benefits, the Member must seek treatment within **48 hours** of the Accidental Injury or onset of the condition.

**MEDICAL NECESSITY OR MEDICALLY NECESSARY** means Healthcare Services determined by a Provider, in consultation with the healthcare insurer, to be appropriate or necessary, according to any applicable generally accepted principles of good medical practice and practice guidelines developed by the federal government, national or professional medical societies, boards and associations, and any applicable clinical protocols or practice guidelines developed by the healthcare insurer consistent with such federal, national and professional practice guidelines, for the diagnosis or direct care and treatment of a physical or Mental Health condition, illness, injury or disease.

**MEDICARE** means the program of healthcare for the aged, end-stage renal disease (ESRD) beneficiaries and disabilities established by Title XVIII of the Social Security Act of 1965, as amended.

## SECTION 9 – GLOSSARY OF TERMS

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**MEDICARE SUPPLEMENTAL COVERAGE** means healthcare coverage that provides supplemental benefits to Medicare coverage.

**MEMBER** means the eligible employee or Dependent that is enrolled under this Plan.

**MENTAL DISORDER** means a behavioral or psychological syndrome that causes significant distress (a painful symptom) or disability (impairment in one or more important areas of functioning), or a significantly increased risk of suffering death, pain or an important loss of freedom. The syndrome is considered to be a manifestation of some behavioral, psychological or biological dysfunction in the person (and in some cases, it is clearly secondary to or due to a general medical condition). The term is not applied to behavior or conflicts that arise between the person and society (e.g., political, religious or sexual preference) unless such conflicts are clearly an outgrowth of a dysfunction within that person. In lay usage, “emotional illness” serves as a term for Mental Disorder, although it may imply a lesser degree of dysfunction, whereas the term “Mental Disorder” may be reserved for more severe disturbances.

**NEGOTIATED FEE SCHEDULE** means the contracted amount that PHP agrees to pay to In-network Providers for Hospital, professional services and other charges, and for which In-network Providers agree to accept as payment for services rendered to Members.

**OUT-OF-NETWORK PROVIDER** means a duly licensed healthcare Provider, including medical facilities which has no agreement with PHP for reimbursement of services to Members.

**OBSERVATION** means those furnished by a Hospital and Provider on the Hospital’s premises, which 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 as an Inpatient, 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 Provider’s written order. If not formally admitted as an Inpatient, the patient initially is treated as an Outpatient. The Member does not meet Inpatient Admission criteria as identified in the PHP designated level of care criteria regardless of the length of time spent in the Hospital.

**OCCUPATIONAL THERAPIST** means a person registered to practice Occupational Therapy. An Occupational Therapist treats neuromuscular and psychological dysfunction caused by disease, trauma, Congenital Anomaly or prior therapeutic process through the use of specific tasks or goal-directed activities designed to improve functional performance of the patient.

**ORTHOPEDIC APPLIANCES/ORTHOTIC DEVICE/ORTHOSIS** means an individualized rigid or semi-rigid supportive device constructed and fitted by a licensed orthopedic technician which supports a 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.

## SECTION 9 – GLOSSARY OF TERMS

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**OTHER PROVIDER** means a person or facility other than a Hospital that is licensed in the state where services are rendered to administer Covered Services. Other Providers include:

- An institution or entity only listed as:
  - Ambulance Provider
  - Ambulatory Surgical Facility
  - Birthing Center
  - Durable Medical Equipment Supplier
  - Freestanding Dialysis Facility
  - Home Health Agency
  - Hospice Agency
  - Independent Clinical Laboratory
  - Pharmacy
  - Rehabilitation Hospital
  - Urgent Care Facility
- A person or Provider only listed as:
  - Certified Nurse Midwife
  - Certified Registered Nurse Anesthetist
  - Chiropractor
  - Dentist
  - Licensed Acupuncturist
  - Licensed Practical Nurse
  - Occupational Therapist
  - Physical Therapist
  - Podiatrist
  - Licensed Lay Midwife
  - Registered Nurse
  - Respiratory Therapist
  - Speech Therapist

**OUTPATIENT** means care received in a Hospital department, Ambulatory Surgical Facility, Urgent Care facility or Provider’s office where the patient leaves the same day.

**IN-NETWORK PROVIDER** means Providers, Hospitals and other Healthcare Professionals, facilities and suppliers that have contracted with PHP as In-network Providers.

**PHP VIDEO VISIT** means a virtual visit with a contracted Provider. These visits are scheduled through the myPRES portal.

**PHYSICAL THERAPIST** means a Licensed Physical Therapist. Where there is no licensure law, the Physical Therapist must be certified by the appropriate professional body. A Physical Therapist treats disease or Accidental Injury by physical and mechanical means.

## SECTION 9 – GLOSSARY OF TERMS

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**PODIATRIST** means a licensed Doctor of Podiatric Medicine (DPM). A podiatrist treats conditions of the feet

**PREFABRICATED Orthosis** means an Orthosis which is manufactured in quantity without a specific patient in mind. Prefabricated Orthosis may be trimmed, bent, molded (with or without heat), or otherwise modified for use by a specific patient (i.e., custom-fitted.) An Orthosis that is assembled from Prefabricated components is considered Prefabricated. Any Orthosis that does not meet the definition of a Custom-Fabricated Orthosis is considered Prefabricated.

**PRESCRIPTION DRUGS** means those drugs that, by Federal law, require a Provider's prescription for purchase.

**PRIOR AUTHORIZATION** means the process whereby PHP or PHP's delegated Provider contractor reviews and approves, in advance, the provision of certain Covered Services to Members before those services are rendered. If you obtain services from an In-network Provider, they will request **Prior Authorizations** from Presbyterian Health Plan. If you obtain services from a National HMO Network Provider, then it is your responsibility to obtain **Prior Authorization**. Failure to obtain **Prior Authorization** before obtaining services may result in an additional monetary penalty or denial of benefits. If a required **Prior Authorization** is not obtained for services rendered by an Out-of-network Provider, the Member may be responsible for the resulting charges. **Prior Authorization** is used in the management of healthcare needs; Services rendered beyond the scope of the **Prior Authorization** may not be covered.

**PRIMARY CARE PROVIDER (PCP)** means a duly licensed Doctor of Medicine or Osteopathy, formally selected by the Member to assume primary responsibility for his/her care.

**PROSTHESIS, PROSTHETIC DEVICE** means an externally attached or surgically implanted artificial substitute for an absent body part, for example, an artificial eye or limb.

**PROVIDER** means a duly licensed Hospital, Physician or Other Provider performing within the scope of the appropriate licensure.

**REASONABLE CHARGE OR REASONABLE AND CUSTOMARY (R&C) CHARGE** means the amount determined to be payable by PHP for services rendered to Members by Out-of-network Providers, based upon the following criteria:

- Fees that a professional Provider usually charges for a given service;
- Fees which fall within the range of usual charges for a given service filed by most professional 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 particular case because of unusual circumstances.

**REGISTERED LAY MIDWIFE** means a person licensed by the state to provide Healthcare Services in pregnancy and childbirth within the scope of New Mexico lay midwifery regulations.



## SECTION 9 – GLOSSARY OF TERMS

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**REGISTERED NURSE (RN)** means a nurse who has graduated from a formal program of nursing education diploma school, associated degree or baccalaureate program and is licensed by appropriate state authority.

**REHABILITATION HOSPITAL** means an appropriately licensed facility that, for compensation from its patients, provides rehabilitation care services on an Inpatient basis. Rehabilitation care services consist of the combined use of medical, social, educational and vocational services to enable patients disabled by illness or Accidental Injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Providers. Continuous nursing services are provided under the supervision of a Registered Nurse.

**RESIDENTIAL TREATMENT CENTER** means a facility licensed to provide Residential Treatment (to include room and board) where the primary services are behavioral health treatment provided under the supervision of a psychiatrist in a facility to individuals with behavioral health disorders but whose condition does not require care in an acute Hospital facility

**RESPIRATORY THERAPIST** means a person qualified for employment in the field of respiratory therapy. A Respiratory Therapist assists patients with breathing problems.

**SEMI-PRIVATE** means a two or more bed Hospital room, skilled nursing facility or other healthcare facility or program.

**SERVICE AREA** means the entire state of New Mexico.

**SKILLED NURSING CARE** means services that can be provided only by someone with at least the qualifications of a Licensed Practical Nurse or Registered Nurse.

**SKILLED NURSING FACILITY** means an institution that is licensed under state law to provide Skilled Nursing Care services.

**SPECIAL CARE UNIT** means a designated unit that has concentrated all facilities, equipment and supportive devices for the provision of an intensive level of care for critically ill patients.

**SPECIALIST** means a Doctor of Medicine (MD) or Doctor of Osteopathy (DO). A Specialist is not a family Provider, general Provider, pediatrician or internist.

**SPECIAL MEDICAL FOODS** means nutritional substances in any form that are:

- Formulated to be consumed or administered internally under the supervision of a Provider and prescribed by a Provider;
- Specifically processed or formulated to be distinct in one or more nutrients present in natural food;

## SECTION 9 – GLOSSARY OF TERMS

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- Intended for the medical and nutritional management of Members with limited capacity to metabolize ordinary foodstuffs or certain nutrients contained in ordinary foodstuffs or who have other specific nutrient requirements as established by medical evaluation; and
- Essential to optimize growth, health and metabolic homeostasis.

**SPEECH THERAPIST** means a speech pathologist certified by the American Speech and Hearing Association. A Speech Therapist assists patients in overcoming speech disorders.

**SUBSTANCE USE DISORDER** means impairment in social and occupational functioning resulting from the pathological and “compulsive” use of a substance. The concept is closely related to the definition of substance dependence, which has similar symptoms of impairment by may include evidence of physiological tolerance or withdrawal. Typical symptoms of dependency include a failure to fulfill major role obligations at work, school or home; recurrent use of the substance in situations where such use is physically hazardous; substance-related legal problems; and continued use even though it causes or exaggerates interpersonal problems.

**SUBSTANCE DEPENDENCE** or Chemical Dependence – Sometimes defined in terms of physiological dependence as evidenced by tolerance or withdrawal; at other times defined in terms of impairment in social and occupational functioning resulting from the pathological and repeated use of a substance. In the latter, tolerance and withdrawal symptoms may be present but are not essential. The behaviors and effects associated with substance dependence include taking the substance to relieve or avoid withdrawal symptoms; taking of larger amounts or using over a longer period than intended; unsuccessful efforts to cut down or control intake; interference with meeting major role obligations at work, school or home; recurrent use in situations when it poses a physical hazard (e.g., driving, operating machinery); or substance use taking precedence over important social, occupational or recreational activities.

**SUMMARY PLAN DESCRIPTION (SPD)** means this booklet.

**SUPPLEMENTAL BREAST EXAMINATION** a medically necessary and clinically appropriate examination of the breast using breast magnetic resonance imaging or breast ultrasound that is:

- Used to screen for breast cancer when there is no abnormality seen or suspected; and
- Based on personal or family medical history or additional factors that may increase the individual's risk of breast cancer.

**SURGERY** means the performance of generally accepted operative and cutting procedures, including:

- Specialized instrumentation, endoscopic examinations and other invasive procedures;
- Correction of fractures and dislocations; and
- Usual and related preoperative and postoperative care.

## SECTION 9 – GLOSSARY OF TERMS

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**TEFRA** means Federal law regarding the working-aged.

**TELEMEDICINE** means the use of telecommunications and information technology to provide clinical healthcare from a distance. Telemedicine allows healthcare professionals to evaluate, diagnose and treat patients in remote locations using telecommunications and technology in real-time or asynchronously, including the use of interactive simultaneous audio and video or store-and-forward technology, or remote patient monitoring and telecommunications in order to deliver Healthcare Services to a site where the patient is located, along with the use of electronic media and health information. Telemedicine allows patients in remote locations to access medical expertise without travel.

**TERMINALLY ILL PATIENT** means a Member with a life expectancy of six months or less as certified in writing by the Attending Provider.

### **TIER I PRESBYTERIAN PREFERRED NETWORK PROVIDERS**

Tier I features a high-value subset of our HMO network Providers including out integrated system of more than 1,600 Providers in Presbyterian Medical Group and other high performing in-network Providers.

### **TIER II PRESBYTERIAN NATIONAL HMO NETWORK PROVIDERS**

Tier II includes our HMO network of more than 24,000 New Mexico Providers (Excluding those Providers in Tier I) and the Multiplan national network of nearly 900,000 Providers.

**TWO-PARTY COVERAGE** means coverage for the employee and his/her spouse or coverage for the employee and one Dependent child.

**URGENT CARE** means Healthcare Services provided by an Urgent Care Facility in emergencies.

**URGENT ILLNESS** means an unexpected illness that is non-life-threatening that requires prompt medical attention. Some examples of urgent situations are sprains, strains, vomiting, cramps, diarrhea, bumps, bruises, fever, small lacerations, minor burns, severe stomach pain, swollen glands, rashes, poisoning and back pain.

**WELL-CHILD CARE** means routine pediatric care through the age of 72 months 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.

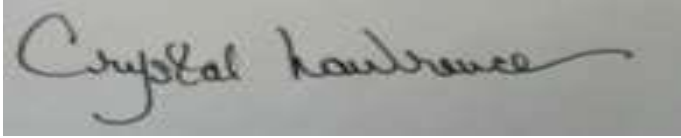
## ACCEPTANCE PAGE

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### Acceptance Page

State of New Mexico agrees that the provisions contained in this Plan Document are acceptable and will be the basis of the administration of the State of New Mexico HMO Plan.

By:

A rectangular box containing a handwritten signature in cursive script that reads "Crystal Lawrence".

## **Notice of Nondiscrimination and Accessibility** *Discrimination is Against the Law*

Presbyterian Healthcare Services is committed to equitable healthcare and exists to improve the health of patients, members and the communities we serve. We value diversity and inclusion and strive to treat all individuals with respect. We do not discriminate on the basis of race; color; ancestry; national origin (including limited English proficiency); citizenship; religion; sex (including pregnancy, childbirth or related medical conditions); marital status; sexual orientation; gender identity or expression; veteran status; military status; family care or medical leave status; age; physical or mental disability; medical condition; genetic information; ability to pay; or any other protected status. Presbyterian will provide reasonable accommodations and language access services for our patients, members, and workforce.

Presbyterian Healthcare Services:

- Provides free aids and services to people with disabilities to communicate effectively with use, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Presbyterian Customer Service Center at (505) 923-5420, 1-855-592-7737, TTY 711.

If you believe that Presbyterian Healthcare Services has failed to provide these services or discriminated against you in another way, you can file a grievance with Presbyterian by calling 1-866-977-3021, TTY 711, fax (505) 923-5124, or

**<https://ds.phs.org/ewcm/frmExample.do?m=complaintentry&complainttype=customer>**.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>**, or by mail or phone at:

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

**Phone:** 1-800-368-1019, 1-800-537-7697 (TDD)

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

# Multi-Language Interpreter Services

English	ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 505-923-5420, 1-855-592-7737 (TTY: 711).
Spanish	ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 505-923-5420, 1-855-592-7737 (TTY: 711).
Navajo	Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 505-923-5420, 1-855-592-7737 (TTY: 711).
Vietnamese	CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 505-923-5420, 1-855-592-7737 (TTY: 711).
German	ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 505-923-5420, 1-855-592-7737 (TTY: 711).
Chinese	注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 505-923-5420, 1-855-592-7737 (TTY: 711)。
Arabic	ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم: 505-923-5420، 1-855-592-7737 رقم هاتف الصم والبكم (TTY: 711).
Korean	주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 505-923-5420, 1-855-592-7737 (TTY: 711) 번으로 전화해 주십시오.
Tagalog-Filipino	PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 505-923-5420, 1-855-592-7737 (TTY: 711).
Japanese	注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。505-923-5420、1-855-592-7737 (TTY: 711) まで、お電話にてご連絡ください。
French	ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 505-923-5420, 1-855-592-7737 (ATS: 711).
Italian	ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 505-923-5420, 1-855-592-7737 (TTY: 711).
Russian	ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 505-923-5420, 1-855-592-7737 (телетайп: 711).
Hindi	ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 505-923-5420, 1-855-592-7737 (TTY: 711) पर कॉल करें।
Farsi	توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 505-923-5420، 1-855-592-7737 (TTY: 711) تماس بگیرید.
Thai	เรียน: ถ้าวัดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 505-923-5420, 1-855-592-7737 (TTY: 711).