

**CHILDREN'S HEALTH INSURANCE PROGRAM PERINATAL PROGRAM
HEALTH BENEFIT PLAN FOR UNBORN CHILDREN
EVIDENCE OF COVERAGE
EL PASO FIRST HEALTH PLANS, INC
NON-FEDERALLY QUALIFIED PLAN**

THIS EVIDENCE OF COVERAGE (CONTRACT) IS ISSUED TO YOU, WHOSE UNBORN CHILD HAS ENROLLED IN EL PASO FIRST HEALTH PLANS, INC BENEFIT PLAN THROUGH THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP) PERINATAL PROGRAM. YOU AGREE TO ADHERE TO THESE PROVISIONS FOR COVERED HEALTH SERVICES BY COMPLETING THE ENROLLMENT FORM AND ACCEPTING THIS EVIDENCE OF COVERAGE. THIS DOCUMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES IN RELATION TO YOUR UNBORN CHILD RECEIVING COVERED HEALTH SERVICES AND BENEFITS FROM EL PASO FIRST HEALTH PLANS, INC THROUGH THE CHIP PERINATAL PROGRAM.

Issued by

EL PASO FIRST HEALTH PLANS, INC
1145 Westmoreland
El Paso, Texas 79925
915-532-3778
1-877-532-3778

In association with:

Children's Health Insurance Program Perinatal Program
P.O. Box 149276
Austin, TX 78714-9983
1-800-647-6558

**CHIP PERINATAL PROGRAM-EOC
IMPORTANT NOTICE**

To obtain information or make a complaint:

YOU may contact YOUR Compliance Director at 1-877-532-3778.

YOU may call El Paso First Health Plans, Inc. toll-free telephone number for information or to make a complaint at

1-877-532-3778

YOU may also write to El Paso First Health Plans, Inc. at
1145 Westmoreland
El Paso, Texas 79925

YOU may contact the Texas Department of Insurance to obtain information on companies, Coverages, rights or complaints at

1-800-252-3439.

YOU may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX #(512) 475-1771
Web: <http://www.tdi.texas.gov>.
E-mail: ConsumerProtection@tdi.texas.gov.

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning YOUR fee or about a claim you should contact the El Paso First Health Plans, Inc., first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su Director de Quejas al 1-877-532-3778.

Usted puede llamar al numero de telefono gratis de El Paso First Health Plans, Inc. para informacion o para someter una queja al

1-877-532-3778

Usted tambien puede escribir a El Paso First Health Plans, Inc. a
1145 Westmoreland
El Paso, Texas 79925

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

1-800-252-3439.

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX #(512) 475-1771
<http://www.tdi.texas.gov>.
ConsumerProtection@tdi.texas.gov.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el El Paso First Health Plans, Inc., primero. So no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

ATTACH THIS NOTICE TO YOUR POLICY: UNA ESTE AVISO A SU POLIZA:
This notice is for information only and does not become a part or condition of the attached document. Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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I. INTRODUCTION

A. YOUR UNBORN CHILD'S Coverage under HEALTH PLAN

HEALTH PLAN provides benefits to YOUR UNBORN CHILD for Covered Health Services under CHIP Perinatal Program and determines whether particular health services are Covered Health Services, as described in **Section [VIII], SCHEDULE OF BENEFITS, EXCLUDED SERVICES AND COVERED HEALTH SERVICES**, below. If properly enrolled, YOUR UNBORN CHILD is eligible for the benefits described in **Section [VIII]**. All services must be provided by participating Physicians and Providers except for Emergency Services and for out-of-network services that are authorized by HEALTH PLAN. YOU have a Contract with HEALTH PLAN regarding matters stated in this Section I.A, as more fully described in this Contract.

B. YOUR Contract with CHIP Perinatal Program

CHIP **Perinatal Program** has determined that YOUR UNBORN CHILD is eligible to receive Coverage and under what circumstances the Coverage will end. CHIP Perinatal Program also has determined YOUR UNBORN CHILD'S eligibility for other benefits under the CHIP Perinatal Program.

II. DEFINITIONS

ADMINISTRATOR: The contractor with the State that administers enrollment functions for CHIP Perinatal Program health plans.

Adverse Determination: A decision that is made by US or OUR Utilization Review Agent that the health care services furnished or proposed to be furnished to YOUR UNBORN CHILD are not medically necessary or are experimental or investigational.

CHIP Perinatal Program: The Children's Health Insurance Program (CHIP) Perinatal Program, which provides Coverage to each UNBORN CHILD in accordance with an agreement between HEALTH PLAN and the Health and Human Services Commission of the State of Texas.

Covered Health Services or Covered Services or Coverage: Those Medically Necessary Services that are listed in **Section [VIII], SCHEDULE OF BENEFITS, EXCLUDED SERVICES AND COVERED HEALTH SERVICES**, of this Health Benefit Plan. Covered Services also include any additional services offered by the HEALTH PLAN as Value Added Services (VAS) in **Section [VIII]**

SCHEDULE OF BENEFITS, EXCLUDED SERVICES AND COVERED HEALTH SERVICES, of this Health Benefit Plan.

Disability: A physical or mental impairment that substantially limits one or more of an individual's major life activities, such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and/or working.

Emergency Behavioral Health Condition: Any condition, without regard to the nature or cause of the condition, which in the opinion of a prudent layperson possessing an average knowledge of health and medicine:

1. requires immediate intervention and/or medical attention without which the mother of the UNBORN CHILD would present an immediate danger to UNBORN CHILD or others, or
2. that renders the mother of the UNBORN CHILD incapable of controlling, knowing or understanding the consequences of their actions.

Emergency Condition: means an Emergency Medical Condition or an Emergency Behavioral Health Condition.

Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of recent onset and sufficient severity (including severe pain), such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical care could result in:

1. placing the UNBORN CHILD'S health in serious jeopardy;
 2. serious impairment to bodily functions to the UNBORN CHILD;
 3. serious dysfunction of any bodily organ or part that would effect the UNBORN CHILD;
 4. serious disfigurement to the UNBORN CHILD; or
- in the case of a pregnant woman, serious jeopardy to the health of a woman or her unborn child.

Emergency Services and Emergency Care: covered inpatient and outpatient services furnished by a provider that is qualified to furnish such services and that are needed to evaluate or stabilize an Emergency Medical Condition and/or an Emergency Behavioral Health Condition, including post-stabilization care services related to labor and delivery of the UNBORN CHILD.

Experimental and/or Investigational: A service or supply is Experimental and/or Investigational if WE determine that one or more of the following is true:

1. The service or supply is under study or in a clinical trial to evaluate its toxicity, safety or efficacy for a particular diagnosis or set of indications. Clinical trials include but are not limited to Phase I, II and III clinical trials.
2. The prevailing opinion within the appropriate specialty of the United States medical profession is that the service or supply needs further evaluation

for the particular diagnosis or set of indications before it is used outside clinical trials or other research settings.

WE will determine if this item 2. Is true based on:

- a. Published reports in authoritative medical literature; and
 - b. Regulations, reports, publications and evaluations issued by government agencies such as the Agency for Health Care Policy and Research, the National Institutes of Health, and the FDA.
3. In the case of a drug, a device or other supply that is subject to FDA approval:
- a. It does not have FDA approval; or
 - b. It has FDA approval only under its Treatment Investigational New Drug regulation or a similar regulation;
 - c. It has FDA approval, but it is being used for an indication or at a dosage that is not an accepted off-label use. Unlabeled uses of FDA-approved drugs are not considered Experimental or Investigational if they are determined to be:
 - (i) Included in one or more of the following medical compendia: The American Medical Association Drug Evaluations, The American Hospital Formulary Service Drug Information, The United States Pharmacopeia Information and other authoritative compendia as identified from time to time by the Secretary of Health and Human Services; or
 - (ii) In addition, the medical appropriateness of unlabeled uses not included in the compendia can be established based on supportive clinical evidence in peer-reviewed medical publications.
 - d. The Physician's or Provider's institutional review board acknowledges that the use of the service or supply is Experimental or Investigational and subject to that board's approval.
 - e. Research protocols indicate that the service or supply is Experimental or Investigational. This item 5, applies for protocols used by the UNBORN CHILD'S Physician or Provider as well as for protocols used by other Physicians or Providers studying substantially the same service or supply.

Health Benefit Plan or Plan: The Coverage provided to the UNBORN CHILD issued by HEALTH PLAN providing Covered Health Services.

HEALTH PLAN: El Paso First Health Plans, Inc., otherwise referred to as US, WE, or OUR.

Home Health Services: Health services provided at a member's home by health care personnel, as prescribed by the responsible Physician or other authority designated by the HEALTH PLAN.

Hospital: A licensed public or private institution as defined by Chapter 241, Texas Health and Safety Code, or in Subtitle C, Title 7, Texas Health and Safety Code.

Illness: A physical or mental sickness or disease.

Independent Review Organization: An entity that is certified by the Commissioner of Insurance under Chapter 4202 to conduct independent review of Adverse Determinations.

Initial Admission: hospitalization from birth including ICU; includes transfers from another hospital to a hospital with an NICU and any readmission that is less than 24 hours post discharge from the initial admission.

Injury or Accidental Injury: Accidental trauma or damage sustained by the UNBORN CHILD or the mother of the UNBORN CHILD to a body part or system that is not the result of a disease, bodily infirmity or any other cause and could cause harm to the UNBORN CHILD.

Life-threatening: A disease or condition for which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Medically Necessary Services: Health services that are:

Physical:

- Reasonable and necessary to prevent Illness or medical conditions, or provide early screening, interventions, and/or treatments for conditions that cause suffering or pain, cause physical malformation or limitations in function, threaten to cause or worsen a Disability, cause Illness or infirmity of an UNBORN CHILD, or endanger life of the UNBORN CHILD;
- Provided at appropriate facilities and at the appropriate levels of care for the treatment of an UNBORN CHILD'S medical conditions;
- Consistent with health care practice guidelines and standards that are issued by professionally recognized health care organizations or governmental agencies;
- Consistent with diagnoses of the conditions;
- No more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency;
- are not Experimental or Investigative; and
- are not primarily for the convenience of the mother of the UNBORN CHILD or health care provider.

Behavioral:

- reasonable and necessary for the diagnosis or treatment of a mental health or Chemical Dependency disorder to improve,

- maintain, or prevent deterioration of function resulting from the disorder;
- provided in accordance with professionally accepted clinical guidelines and standards of practice in behavioral health care;
- are not Experimental or Investigative; and
- are not primarily for the convenience of the mother of the UNBORN CHILD or health care provider.

Medically Necessary Services must be furnished in the most appropriate and least restrictive setting in which services can be safely provided and must be provided at the most appropriate level or supply of service which can safely be provided and which could not be omitted without adversely affecting the UNBORN CHILD'S physical health and/or or the quality of care provided.

Member: Any covered UNBORN CHILD who is eligible for benefits and who is enrolled in the Texas CHIP Perinatal Program.

Out-of-Area: Any location outside HEALTH PLAN'S CHIP Perinatal Program Service Area.

Pediatrician: A Physician who is board eligible/board certified in pediatrics by the American Board of Pediatrics.

Physician: Anyone licensed to practice medicine in the State of Texas.

Perinatal Program Provider: A Physician, Physician Assistant, or Advanced Practice Nurse or other qualified health care providers who is contracted with HEALTH PLAN to provide Covered Health Services to an UNBORN CHILD and who is responsible for providing initial and primary care, maintaining the continuity of care, and initiating referrals for care.

Provider: Any institution, organization or person, other than a Physician, that is licensed to or otherwise authorized to provide a health care service in this State. The term includes, but is not limited to a hospital, doctor of chiropractic, pharmacist, registered nurse, optometrist, registered optician, pharmacy, clinic, skilled nursing facility, or home health agency.

Service Area: CHIP Perinatal Provider Service Area as defined by the Texas Health and Human Services Commission.

Specialist Physician: A participating Physician, other than a Perinatal Program Physician, under Contract with HEALTH PLAN to provide Covered Health Services upon referral by the Perinatal Program Provider.

UNBORN CHILD (CHIP Perinate): Any child from conception to birth whom the CHIP Perinatal Program has determined to be eligible for Coverage and who is enrolled under this Plan.

Urgent Behavioral Health Care: A behavioral health condition that requires attention and assessment within twenty-four (24) hours but that does not place the mother of the UNBORN CHILD in immediate danger to the UNBORN CHILD or others and the mother of the UNBORN CHILD is able to cooperate with treatment.

Urgent Care: A health condition including an Urgent Behavioral Health Care that is not an emergency but is severe or painful enough to cause a prudent layperson, possessing the average knowledge of medicine, to believe that her condition as it relates to the UNBORN CHILD requires medical treatment evaluation or treatment within twenty-four (24) hours by the Prenatal Program Provider or the Prenatal Program Provider's designee to prevent serious deterioration of the UNBORN CHILD's condition or health.

Usual and Customary Charge: The usual charge made by a group, entity, or person who renders or furnishes covered services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies.

Utilization Review: The system for retrospective, concurrent, or prospective review of the medical necessity and appropriateness of Covered Health Services provided, being provided, or proposed to be provided to an UNBORN CHILD. The term does not include elective requests for clarification of coverage.

Utilization Review Agent: An entity that is certified by the Commissioner of Insurance to conduct Utilization Review.

YOU and YOUR: Mother of the UNBORN CHILD.

III. WHEN DOES AN ENROLLED UNBORN CHILD BECOME COVERED?

Coverage of the UNBORN CHILD begins on the first day of the month in which the UNBORN CHILD is determined eligible for the CHIP Perinatal Program.

IV. COST-SHARING

No enrollment fees or cost sharing (such as co-pays) are required for CHIP Perinatal covered services.

V. TERMINATION OF AN UNBORN CHILD'S COVERAGE

A. Disenrollment due to loss of CHIP Perinatal Program eligibility

Disenrollment may occur if your UNBORN CHILD loses CHIP Perinatal Program eligibility. Your UNBORN CHILD may lose CHIP Perinatal Program eligibility for the following reasons:

1. Change in health insurance status, e.g., a parent of an UNBORN CHILD enrolls in an employer-sponsored health plan;
2. Death of an UNBORN CHILD;
3. Mother of UNBORN CHILD permanently moves out of the State;
4. UNBORN CHILD'S parent or Authorized Representative requests (in writing) the voluntary disenrollment of an UNBORN CHILD;
5. Mother of UNBORN CHILD is enrolled in Medicaid or Medicare.

B. Disenrollment by HEALTH PLAN

Your UNBORN CHILD may be disenrolled by US, subject to approval by the Health and Human Services Commission, for the following reasons

1. Fraud or intentional material misrepresentation made by YOU after 15 days written notice;
2. Fraud in the use of services or facilities after 15 days written notice;
3. Misconduct that is detrimental to safe Plan operations and the delivery of services;
4. Mother of the UNBORN CHILD no longer lives or resides in the Service Area.
5. Mother of UNBORN CHILD is disruptive, unruly, threatening or uncooperative to the extent that UNBORN CHILD's membership seriously impairs HEALTH PLAN's or Provider's ability to provide services to the UNBORN CHILD or to obtain a new members, and the mother of the UNBORN CHILD's behavior is not caused by a physical or behavioral health condition.
6. Mother of the UNBORN CHILD steadfastly refuses to comply with HEALTH PLAN restrictions (e.g., repeatedly using emergency room in combination with refusing to allow HEALTH PLAN to treat the underlying medical condition).

We will not disenroll an UNBORN CHILD based on a change in the UNBORN CHILD'S health status, diminished mental capacity of the mother of the UNBORN CHILD, or because of the amount of Medically Necessary Services that are used to treat the UNBORN CHILD'S condition. WE will also not disenroll an UNBORN CHILD because of uncooperative or disruptive behavior resulting from the mother of the UNBORN CHILD's special needs, unless this behavior seriously impairs OUR ability to furnish services to the UNBORN CHILD or other enrollees.

VI. YOUR UNBORN CHILD'S HEALTH COVERAGE

A. Selecting YOUR UNBORN CHILD'S Perinatal Program Provider

YOU shall, at time of enrollment in the HEALTH PLAN, select YOUR UNBORN CHILD'S Perinatal Program Provider. You may select an Obstetrician/Gynecologist (OB/GYN) to provide Covered Health Services within the scope of the professional specialty practice of the OB/GYN. The selection shall be made from those Physicians and Providers listed in HEALTH PLAN'S published list of Physicians and Providers. YOU have the option to choose a Family Practice Physician with experience in prenatal care, or other qualified health care Providers as a Perinatal Program Provider.

YOU shall look to the selected Perinatal Program Provider to direct and coordinate your UNBORN CHILD'S care, and recommend procedures and/or treatment.

B. Changing YOUR UNBORN CHILD'S Perinatal Program Provider

YOU may request a change in YOUR UNBORN CHILD'S Perinatal Program Provider. YOUR request must be made to HEALTH PLAN at least thirty (30) days prior to the requested effective date of the change.

C. Emergency Services

When you are taken to a Hospital emergency department, free-standing emergency medical facility, or to a comparable emergency facility for care directly related to the labor or delivery of your covered UNBORN CHILD, the treating Physician/Provider will perform a medical screening examination to determine whether a medical Emergency directly related to the labor with delivery of the covered UNBORN CHILD exists and will provide the treatment and stabilization of an Emergency Condition.

If additional care directly related to the labor and delivery of the covered UNBORN CHILD is required after the UNBORN CHILD is stabilized, the treating Physician/Provider must contact HEALTH PLAN. HEALTH PLAN must respond within one hour of receiving the call to approve or deny Coverage of the additional care requested by the treating Physician/Provider.

If HEALTH PLAN agrees to the care as proposed by the treating Physician/Provider, or if HEALTH PLAN fails to approve or deny the proposed care within one hour of receiving the call, the treating Physician/Provider may proceed with the proposed care. Post-delivery services or complications resulting in the need for emergency services for the mother of the CHIP Perinatal newborn are not a covered benefit.

YOU should notify HEALTH PLAN within twenty-four (24) hours of any out-of-network Emergency Services, or as soon as reasonably possible.

D. Out-of-Network Services

If Covered Health Services are not available to YOUR UNBORN CHILD through network Physicians or Providers, HEALTH PLAN, upon the request of a network Physician or Provider, shall allow referral to an out-of-network Physician or Provider and shall fully reimburse the out-of-network Physician or Provider at the Usual and Customary Charge or at an agreed upon rate. HEALTH PLAN further must provide for a review by a specialist of the same or similar specialty as the type of Physician or Provider to whom a referral is requested before HEALTH PLAN may deny a referral.

E. Continuity of Treatment

The contract between HEALTH PLAN and a Physician or Provider must provide that reasonable advance notice be given to YOU of the impending termination from the Plan of a Physician or Provider who is currently treating YOUR UNBORN CHILD. The contract must also provide that the termination of the Physician or Provider contract, except for reasons of medical competence or professional behavior, does not release HEALTH PLAN from its obligation to reimburse the Physician or Provider who is treating YOUR UNBORN CHILD of special circumstance, such as an UNBORN CHILD who has a Disability, an acute condition or a life-threatening illness, or is past the twenty-fourth week of gestation, for YOUR UNBORN CHILD'S care in exchange for continuity of ongoing treatment for YOUR UNBORN CHILD then receiving medically necessary treatment in accordance with the dictates of medical prudence.

Special circumstance means a condition such that the treating Physician or Provider reasonably believes that discontinuing care by the treating Physician or Provider could cause harm to YOUR UNBORN CHILD. Special circumstance shall be identified by the treating Physician or Provider who must request that YOUR UNBORN CHILD be permitted to continue treatment under the Physician's or Provider's care and agree not to seek payment from YOU for any amount for which YOU would not be responsible if the Physician or Provider were still on HEALTH PLAN'S network. HEALTH PLAN shall reimburse the terminated Physician or Provider for YOUR UNBORN CHILD'S ongoing treatment. For an UNBORN CHILD who at the time of termination is past the twenty-fourth week of gestation, HEALTH PLAN shall reimburse the terminated Physician or Provider for treatment extending through delivery, immediate postpartum care, and follow-up checkups within sixty days of delivery.

F. Notice Of Claims

YOU should not have to pay any amount for Covered Health Services. If YOU receive a bill from a physician or provider, contact HEALTH PLAN.

G. Coordination of Benefits

Your UNBORN CHILD'S coverage under the CHIP Perinatal Program is secondary when coordinating benefits with any other insurance coverage. This means that the coverage provided under the CHIP Perinatal Program will pay benefits for covered services that remain unpaid after any other insurance coverage has paid.

H. Subrogation

HEALTH PLAN receives all rights of recovery acquired by YOU or YOUR UNBORN CHILD against any person or organization for negligence or any willful act resulting in Illness or Injury covered by HEALTH PLAN, but only to the extent of such benefits. Upon receiving such benefits from the HEALTH PLAN, YOU and YOUR UNBORN CHILD are considered to have assigned such rights of recovery to HEALTH PLAN and YOU agree to give HEALTH PLAN any reasonable help required to secure the recovery.

VII. HOW DO I MAKE A COMPLAINT?

A. Complaint Process

“Complaint” means any dissatisfaction expressed by YOU orally or in writing to US with any aspect of OUR operation, including but not limited to, dissatisfaction with plan administration, procedures related to review or appeal of an Adverse Determination, the denial, reduction, or termination of a service for reasons not related to medical necessity; the way a service is provided; or disenrollment decisions.

If YOU notify US orally or in writing of a Complaint, WE will, not later than the fifth business day after the date of the receipt of the Complaint, send to YOU a letter acknowledging the date WE received YOUR Complaint. If the Complaint was received orally, WE will enclose a one-page Complaint form clearly stating that the Complaint form must be returned to US for prompt resolution.

After receipt of the written Complaint or one-page Complaint form from YOU, WE will investigate and send YOU a letter with OUR resolution. The total time for acknowledging, investigating and resolving your Complaint will not exceed thirty (30) calendar days after the date WE receive YOUR Complaint.

YOUR Complaint concerning an Emergency or denial of continued stay for hospitalization will be resolved in one business day of receipt of YOUR Complaint. The investigation and resolution shall be concluded in accordance with the medical immediacy of the case.

YOU may use the appeals process to resolve a dispute regarding the resolution of YOUR Complaint.

B. Appeals to the HEALTH PLAN

1. If the Complaint is not resolved to YOUR satisfaction, YOU have the right either to appear in person before a Complaint appeal panel where YOU normally receive health care services, unless another site is agreed to by YOU, or to address a written appeal to the Complaint appeal panel. WE shall complete the appeals process not later than the thirtieth (30th) calendar day after the date of the receipt of the request for appeal.
2. WE shall send an acknowledgment letter to YOU not later the fifth day after the date of receipt of the request of the appeal.
3. WE shall appoint members to the Complaint appeal panel, which shall advise US on the resolution of the dispute. The Complaint appeal panel shall be composed of an equal number of OUR staff, Physicians or other Providers, and enrollees. A member of the appeal panel may not have been previously involved in the disputed decision.
4. Not later than the fifth business day before the scheduled meeting of the panel, unless YOU agree otherwise, WE shall provide to YOU or YOUR designated representative:
 - a. Any documentation to be presented to the panel by OUR staff;
 - b. The specialization of any Physicians or Providers consulted during the investigation; and
 - c. The name and affiliation of each of OUR representatives on the panel.
5. YOU, or YOUR designated representative if YOU are a minor or disabled, are entitled to:
 - a. Appear in person before the Complaint appeal panel;
 - b. Present alternative expert testimony; and
 - c. Request the presence of and question any person responsible for making the prior determination that resulted in the appeal.

6. Investigation and resolution of appeals relating to ongoing emergencies or denial of continued stays for hospitalization shall be concluded in accordance with the medical immediacy of the case but in no event to exceed one business day after YOUR request for appeal.

Due to the ongoing Emergency or continued Hospital stay, and at YOUR request, WE shall provide, in lieu of a Complaint appeal panel, a review by a Physician or Provider who has not previously reviewed the case and is of the same or similar specialty as typically manages the medical condition, procedure, or treatment under discussion for review of the appeal.

7. Notice of OUR final decision on the appeal must include a statement of the specific medical determination, clinical basis, and contractual criteria used to reach the final decision.

C. Internal Appeal of Adverse Determination

An "Adverse Determination" is a decision that is made by US or OUR Utilization Review Agent that the health care services furnished or proposed to be furnished to your UNBORN CHILD are not medically necessary or appropriate.

If YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider of record disagree with the Adverse Determination, YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider may appeal the Adverse Determination orally or in writing.

Within 5 business days after receiving a written appeal of the Adverse Determination, WE or OUR Utilization Review Agent will send YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider, a letter acknowledging the date of receipt of the appeal. The letter will also include a list of documents that YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Prenatal Care Provider should send to US or to OUR Utilization Review Agent for the appeal.

If YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider orally appeal the Adverse Determination, WE or OUR Utilization Review Agent will send YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider a one-page appeal form . YOU are not required to return the completed form, but WE encourage YOU to because it will help US resolve YOUR appeal.

Appeals of Adverse Determinations involving ongoing emergencies or denials of continued stays in a Hospital will be resolved no later than 1 business day from the date all information necessary to complete the appeal is received. All other appeals will be resolved no later than 30 calendar days after the date WE or OUR Utilization Review Agent receives the appeal.

D. External Review by Independent Review Organization

If the appeal of the Adverse Determination is denied, YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider of record have the right to request a review of that decision by an Independent Review Organization (IRO). When WE or OUR Utilization Review Agent deny the appeal, YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider will receive information on how to request an IRO review of the denial and the forms that must be completed and returned to begin the independent review process.

In circumstances involving a Life-threatening condition, YOU are entitled to an immediate review by an IRO without having to comply with the procedures for internal appeals of Adverse Determinations. In Life-threatening situations, YOU, YOUR designated representative or YOUR UNBORN CHILD'S Physician or Perinatal Program Provider of record may contact US or OUR Utilization Review Agent by telephone to request the review by the IRO and WE or OUR utilization review agent will provide the required information.

When the IRO completes its review and issues its decision, WE will abide by the IRO's decision. WE will pay for the IRO review.

The appeal procedures described above do not prohibit YOU, YOUR designated representative, or your UNBORN CHILD'S Perinatal Program Provider from pursuing other appropriate remedies, including injunctive relief, declaratory judgment, or other relief available under law, if YOU believe that the requirement of completing the appeal and review process places YOUR UNBORN CHILD'S health in serious jeopardy.

E. Filing Complaints with the Texas Department of Insurance

Any person, including persons who have attempted to resolve complaints through OUR complaint system process and who are dissatisfied with the resolution, may report an alleged violation to the Texas Department of Insurance, P. O. Box 149104, Austin, Texas 78714-9104. Complaints to the Texas Department of Insurance may also be filed electronically at www.tdi.texas.gov..

The Commissioner of Insurance shall investigate a complaint against US to determine compliance within sixty (60) days after the Texas Department of Insurance's receipt of the Complaint and all information necessary for the

Department to determine compliance. The Commissioner may extend the time necessary to complete an investigation in the event any of the following circumstances occur:

1. Additional information is needed;
2. An on-site review is necessary;
3. WE, the Physician or Provider, or YOU do not provide all documentation necessary to complete the investigation; or
4. Other circumstances beyond the control of the Department occur.

F. Retaliation Prohibited

1. WE will not take any retaliatory action, including refusal to renew coverage, against an UNBORN CHILD because the UNBORN CHILD or person acting on behalf of the UNBORN CHILD has filed a Complaint against US or appealed a decision made by US.
2. WE shall not engage in any retaliatory action, including terminating or refusal to renew a contract, against a Physician or Perinatal Program Provider, because the Physician or Perinatal Program Provider has, on behalf of an UNBORN CHILD, reasonably filed a Complaint against US or has appealed a decision made by US.

VIII. GENERAL PROVISIONS

A. Entire Agreement, Amendment

This Contract, and any attachments or amendments are the Entire Agreement between YOU and HEALTH PLAN. To be valid, any changes to this Contract must be approved by an officer of HEALTH PLAN and attached to this Contract.

B. Release and Confidentiality of Medical Records

HEALTH PLAN agrees to maintain and preserve the confidentiality of any and all your medical records. However, by enrolling in HEALTH PLAN, YOU authorize the release of information, as permitted by law, and access to any and all of your medical records for purposes reasonably related to the provision of services under this Contract, to HEALTH PLAN, its agents and employees, YOUR UNBORN CHILD'S Perinatal Program Provider, participating Providers, outside Providers of Utilization Review Committee, CHIP Perinatal Program and appropriate governmental agencies. HEALTH PLAN's privacy protections are described in more detail in its Notice of Privacy Practices. The Notice of Privacy Practices is available at [list website or address] or you may request a copy by calling [].

C. Clerical Error

Clerical error or delays in keeping your records for YOUR and YOUR UNBORN CHILD'S Evidence of Coverage with CHIP Perinatal Program:

1. Will not deny Coverage that otherwise would have been granted; and
2. Will not continue Coverage that otherwise would have terminated.

If any important facts given to the CHIP Perinatal Program about YOU or your UNBORN CHILD are not accurate and they affect Coverage:

1. The true facts will be used by CHIP Perinatal Program to decide whether Coverage is in force; and
2. Any necessary adjustments and/or recoupments will be made.

D. Notice

Benefits under Workers' Compensation are not affected.

E. Validity

The unenforceability or invalidity of any provision of this Evidence of Coverage shall not affect the enforceability or validity of the rest of this Contract.

F. Conformity with State Law

Any provision of this Contract that is not in conformity with the Texas HMO Act, and State or federal laws or regulations governing CHIP, or other applicable laws or regulations shall not be rendered invalid but shall be construed and applied as if it were in full compliance with the Texas HMO Act, and State or federal laws or regulations governing CHIP, and other applicable laws or regulations.

[CHIP Perinatal Program EOC BENEFIT SCHEDULE]

VIII. SCHEDULE OF BENEFITS, EXCLUDED SERVICES AND COVERED HEALTH SERVICES

These health services when medically necessary must be furnished in the most appropriate and least restrictive setting in which services can be safely provided; must be provided at the most appropriate level or supply of service that can safely be provided and that could not be omitted without adversely affecting the Member's physical health or the quality of life.

Emergency Care is a covered CHIP Perinatal Program service limited to those emergency services that directly relate to the delivery of the covered UNBORN CHILD until birth and must be provided in accordance with **Section V. C. Emergency Services**. Please refer to **Section II Definitions**, for the definition of "Emergency and Emergency Condition" and the definition of "Emergency Services and Emergency Care" to determine if an Emergency Condition exists.

Covered Benefit	Limitations	Co-payments
<p>Inpatient General Acute</p> <p>Services include: Covered medically necessary Hospital-provided services</p> <ul style="list-style-type: none"> • Operating, recovery and other treatment rooms ▪ Anesthesia and administration (facility technical component) ▪ Medically necessary surgical services are limited to services that directly relate to the delivery of the unborn child and services related to miscarriage or non-viable pregnancy (molar pregnancy, ectopic pregnancy, or a fetus that expired in utero). ▪ Inpatient services associated with (a) miscarriage or (b) a non-viable pregnancy (molar pregnancy, ectopic pregnancy, or a fetus that expired in utero.) Inpatient services associated with miscarriage or non-viable pregnancy include, but are not limited to: <ul style="list-style-type: none"> ▪ dilation and curettage (D&C) procedures, ▪ appropriate provider-administered 	<p>For CHIP Perinates in families with incomes at or below 185% of the Federal Poverty Level, the facility charges are not a covered benefit; however professional services charges associated with labor with delivery are a covered benefit.</p> <p>For CHIP Perinates in families with incomes above 185% up to and including 200% of the Federal Poverty Level, benefits are limited to professional service charges and facility charges associated with labor with delivery until birth.</p>	<p>None</p>

Covered Benefit	Limitations	Co-payments
<p>medications,</p> <ul style="list-style-type: none"> ▪ ultrasounds, and ▪ histological examination of tissue samples. 		
<p>Comprehensive Outpatient Hospital, Clinic (Including Health Center) and Ambulatory Health Care Center</p> <p>Services include the following services provided in a hospital clinic or emergency room, a clinic or health center, hospital-based emergency department or an ambulatory health care setting:</p> <ul style="list-style-type: none"> ▪ X-ray, imaging, and radiological tests (technical component) ▪ Laboratory and pathology services (technical component) ▪ Machine diagnostic tests ▪ Drugs, medications and biologicals that are medically necessary prescription and injection drugs ▪ Outpatient services 	<ul style="list-style-type: none"> ▪ May require prior authorization and physician prescription <p>Laboratory and radiological services are limited to services that directly relate to ante partum care and/or the delivery of the covered CHIP Perinate until birth.</p> <p>Ultrasound of the pregnant uterus is a covered benefit of the CHIP Perinatal Program when medically indicated. Ultrasound may be indicated for</p>	None

Covered Benefit	Limitations	Co-payments
<p>associated with (a) miscarriage or (b) a non-viable pregnancy (molar pregnancy, ectopic pregnancy, or a fetus that expired in utero.) Outpatient services associated with miscarriage or non-viable pregnancy include, but are not limited to:</p> <ul style="list-style-type: none"> ▪ dilation and curettage (D&C) procedures, ▪ appropriate provider-administered medications, ▪ ultrasounds, and ▪ histological examination of tissue samples. 	<p>suspected genetic defects, high-risk pregnancy, fetal growth retardation, gestational age conformation, or miscarriage or non-viable pregnancy.</p> <p>Amniocentesis, Cordocentesis, Fetal Intrauterine Transfusion (FIUT) and Ultrasonic Guidance for Cordocentesis, FIUT are covered benefits of the CHIP Perinatal Program with an appropriate diagnosis.</p> <p>Laboratory tests for the CHIP Perinatal Program are limited to: nonstress testing, contraction stress testing, hemoglobin or hematocrit repeated one a trimester and at 32-36 weeks of pregnancy; or complete blood count (CBC), urinalysis for protein and glucose every visit, blood type and RH antibody screen; repeat antibody screen for Rh negative women at 28 weeks followed by RHO immune globulin administration if indicated; rubella antibody titer, serology for syphilis, hepatitis B surface antigen, cervical cytology, pregnancy test, gonorrhea test, urine culture, sickle cell test,</p>	

Covered Benefit	Limitations	Co-payments
	<p>tuberculosis (TB) test, human immunodeficiency virus (HIV) antibody screen, Chlamydia test, other laboratory tests not specified but deemed medically necessary, and multiple marker screens for neural tube defects (if the client initiates care between 16 and 20 weeks); screen for gestational diabetes at 24-28 weeks of pregnancy; other lab tests as indicated by medical condition of client.</p> <p>Surgical services associated with (a) miscarriage or (b) a non-viable pregnancy (molar pregnancy, ectopic pregnancy or a fetus that expired in utero) are a covered benefit.</p>	
<p>Physician/Physician Extender Professional Services</p> <p>Services include, but are not limited to the following:</p> <ul style="list-style-type: none"> ▪ Medically necessary physician services are limited to prenatal and postpartum care and/or the delivery of the covered unborn child until birth. ▪ Physician office visits, in-patient and out-patient services ▪ Laboratory, x-rays, 	<p>May require authorization for specialty services</p> <p>Professional component of the ultrasound of the pregnant uterus when medically indicated for suspected genetic defects, high-risk pregnancy, fetal growth retardation, or gestational age conformation.</p> <p>Professional component</p>	<p>None</p>

Covered Benefit	Limitations	Co-payments
<p>imaging and pathology services, including technical component and/or professional interpretation</p> <ul style="list-style-type: none"> ▪ Medically necessary medications, biologicals and materials administered in Physician's office ▪ Professional component (in/outpatient) of surgical services, including: <ul style="list-style-type: none"> - Surgeons and assistant surgeons for surgical procedures directly related to the labor with delivery of the covered unborn child until birth. - Administration of anesthesia by Physician (other than surgeon) or CRNA - Invasive diagnostic procedures directly related to the labor with delivery of the unborn child. - Surgical services associated with (a) miscarriage or (b) a non-viable pregnancy (molar pregnancy, ectopic pregnancy, or a fetus that expired in utero). ▪ Hospital-based Physician services (including Physician- 	<p>of Amniocentesis, Cordocentesis, Fetal Intrauterine Transfusion (FIUT) and Ultrasonic Guidance for Amniocentesis, Cordocentesis, and FIUT.</p>	

Covered Benefit	Limitations	Co-payments
<p>performed technical and interpretive components)</p> <ul style="list-style-type: none"> ▪ Professional component associated with (a) miscarriage or (b) a non-viable pregnancy (molar pregnancy, ectopic pregnancy, or a fetus that expired in utero.) Professional services associated with miscarriage or non-viable pregnancy include, but are not limited to: dilation and curettage (D&C) procedures, appropriate provider-administered medications, ultrasounds, and histological examination of tissue samples. 		
<p>Birthing Center Services</p>	<p>Covers birthing services provided by a licensed birthing center. Limited to facility services (e.g., labor and delivery)</p> <p>Applies only to CHIP Perinate Members (unborn child) with incomes at 186% FPL to 200% FPL.</p>	<p>None</p>
<p>Services rendered by a Certified Nurse Midwife or physician in a licensed birthing center.</p>	<p>Covers prenatal, birthing, and postpartum services rendered in a licensed birthing center. Prenatal services subject to the following limitations:</p>	<p>None.</p>

Covered Benefit	Limitations	Co-payments
	<p>Services are limited to an initial visit and subsequent prenatal (ante partum) care visits that include:</p> <p>(1) One (1) visit every four (4) weeks for the first 28 weeks or pregnancy;</p> <p>(2) one (1) visit every two (2) to three (3) weeks from 28 to 36 weeks of pregnancy; and</p> <p>(3) one (1) visit per week from 36 weeks to delivery.</p> <p>More frequent visits are allowed as Medically Necessary. Benefits are limited to:</p> <p>Limit of 20 prenatal visits and two (2) postpartum visits (maximum within 60 days) without documentation of a complication of pregnancy. More frequent visits may be necessary for high-risk pregnancies. High-risk prenatal visits are not limited to 20 visits per pregnancy. Documentation supporting medical necessity must be maintained and is subject to retrospective review.</p> <p>Visits after the initial visit must include:</p>	

Covered Benefit	Limitations	Co-payments
	<ul style="list-style-type: none"> ▪ interim history (problems, marital status, fetal status); ▪ physical examination (weight, blood pressure, fundalheight, fetal position and size, fetal heart rate, extremities) and ▪ laboratory tests (urinalysis for protein and glucose every visit; hematocrit or hemoglobin repeated once a trimester and at 32-36 weeks of pregnancy; multiple marker screen for fetal abnormalities offered at 16-20 weeks of pregnancy; repeat antibody screen for Rh negative women at 28 weeks followed by Rho immune globulin administration if indicated; screen for gestational diabetes at 24-28 weeks of pregnancy; and other lab tests as indicated by medical condition of client). 	
<p>Prenatal care and prepregnancy family services and supplies</p> <p>Covered services are limited to an initial visit and subsequent prenatal (ante partum) care visits that</p>	<p>May require prior authorization.</p> <p>Limit of 20 prenatal visits and 2 postpartum visits (maximum within 60 days) without documentation of a complication of</p>	<p>None</p>

Covered Benefit	Limitations	Co-payments
<p>include:</p> <p>One visit every four weeks for the first 28 weeks of pregnancy; one visit every two to three weeks from 28 to 36 weeks of pregnancy; and one visit per week from 36 weeks to delivery. More frequent visits are allowed as medically necessary.</p>	<p>pregnancy. More frequent visits may be necessary for high-risk pregnancies. High-risk prenatal visits are not limited to 20 visits per pregnancy.</p> <p>Documentation supporting medical necessity must be maintained in the physician's files and is subject to retrospective review.</p> <p>Visits after the initial visit must include: interim history (problems, maternal status, fetal status), physical examination (weight, blood pressure, fundal height, fetal position and size, fetal heart rate, extremities) and laboratory tests (urinalysis for protein and glucose every visit; hematocrit or hemoglobin repeated once a trimester and at 32-36 weeks of pregnancy; multiple marker screen for fetal abnormalities offered at 16-20 weeks of pregnancy; repeat antibody screen for Rh negative women at 28 weeks followed by Rho immune globulin administration if indicated; screen for gestational diabetes at 24-28 weeks of</p>	

Covered Benefit	Limitations	Co-payments
	pregnancy; and other lab tests as indicated by medical condition of client).	
<p>Emergency Services, including Emergency Hospitals, Physicians, and Ambulance Services</p> <p>Health Plan cannot require authorization as a condition for payment for emergency conditions related to labor and delivery.</p> <p>Covered services are limited to those emergency services that are directly related to the delivery of the covered unborn child until birth.</p> <ul style="list-style-type: none"> ▪ Emergency services based on prudent lay person definition of emergency health condition ▪ Medical screening examination to determine emergency when directly related to the delivery of the covered unborn child. ▪ Stabilization services related to the labor and delivery of the covered unborn child. ▪ Emergency ground, air and water transportation for labor and threatened labor is a covered benefit. ▪ Emergency services 	<p>Post-delivery services or complications resulting in the need for emergency services for the mother of the CHIP Perinate are not a covered benefit.</p>	None

Covered Benefit	Limitations	Co-payments
<p>associated with (a) miscarriage or (b) a non-viable pregnancy (molar pregnancy, ectopic pregnancy, or a fetus that expired in utero.)</p>		
<p>Case Management Services</p> <p>Case management services are a covered benefit for the Unborn Child.</p>	<p>These covered services include outreach informing, case management, care coordination and community referral.</p>	<p>None</p>
<p>Care Coordination Services</p> <p>Care coordination services are a covered benefit for the Unborn Child.</p>		<p>None</p>
<p>Drug Benefits</p> <p>Services include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Outpatient drugs and biologicals; including pharmacy-dispensed and provider-administered outpatient drugs and biologicals; and • Drugs and biologicals provided in an inpatient setting. 	<p>Services must be medically necessary for the unborn child.</p>	<p>None</p>
<p>Value-added services</p> <p>Transportation Help getting a ride to doctor visits or health classes for Members who need a ride.</p>		<p>None</p>

Covered Benefit	Limitations	Co-payments
<p>Discount Pharmacy/Over-the Counter Services Welcome Packet: A \$15 value of over- the-counter items if the request form is completed and mailed back within 30 days of enrollment</p> <p>Gift Programs Gift card for health items for pregnant Members completing a pregnancy visit within 30 days of enrollment and going to a pregnancy class</p>		

CHIP PERINATAL PROGRAM EXCLUSIONS FROM COVERED SERVICES FOR CHIP PERINATES

- For CHIP Perinates in families with incomes at or below 185% of the Federal Poverty Level, inpatient facility charges are not a covered benefit if associated with the initial Perinatal Newborn admission. “Initial Perinatal Newborn admission” means the hospitalization associated with the birth.
- Inpatient and outpatient treatments other than prenatal care, labor with delivery, and postpartum care related to the covered unborn child until birth. Services related to preterm, false or other labor not resulting in delivery are excluded services.
- Inpatient mental health services.
- Outpatient mental health services.
- Durable medical equipment or other medically related remedial devices.
- Disposable medical supplies.
- Home and community-based health care services.
- Nursing care services.
- Dental services.
- Inpatient substance abuse treatment services and residential substance abuse treatment services.
- Outpatient substance abuse treatment services.
- Physical therapy, occupational therapy, and services for individuals with speech, hearing, and language disorders.
- Hospice care.
- Skilled nursing facility and rehabilitation hospital services.
- Emergency services other than those directly related to the delivery of the covered unborn child.
- Transplant services.
- Tobacco Cessation Programs.
- Chiropractic Services.
- Medical transportation not directly related to the labor or threatened labor and/or delivery of the covered unborn child.
- Personal comfort items including but not limited to personal care kits provided on inpatient admission, telephone, television, newborn infant photographs, meals for guests of patient, and other articles that are not required for the specific treatment related to labor and delivery or post partum care.
- Experimental and/or investigational medical, surgical or other health care procedures or services that are not generally employed or recognized within the medical community. This exclusion is an adverse determination and is eligible for review by an Independent Review Organization (as described in D, “External Review by Independent Review Organization”).
- Treatment or evaluations required by third parties including, but not limited to, those for schools, employment, flight clearance, camps, insurance or court.
- Private duty nursing services when performed on an inpatient basis or in a skilled nursing facility.
- Mechanical organ replacement devices including, but not limited to artificial heart.

- Hospital services and supplies when confinement is solely for diagnostic testing purposes and not a part of labor and delivery.
- Prostate and mammography screening.
- Elective surgery to correct vision.
- Gastric procedures for weight loss.
- Cosmetic surgery/services solely for cosmetic purposes.
- Dental devices solely for cosmetic purposes.
- Out-of-network services not authorized by the Health Plan except for emergency care related to the labor and delivery of the covered unborn child.
- Services, supplies, meal replacements or supplements provided for weight control or the treatment of obesity.
- Medications prescribed for weight loss or gain
- Acupuncture services, naturopathy and hypnotherapy.
- Immunizations solely for foreign travel.
- Routine foot care such as hygienic care (routine foot care does not include treatment of injury or complications of diabetes).
- Diagnosis and treatment of weak, strained, or flat feet and the cutting or removal of corns, calluses and toenails (this does not apply to the removal of nail roots or surgical treatment of conditions underlying corns, calluses or ingrown toenails).
- Corrective orthopedic shoes.
- Convenience items.
- Over-the-counter medications
- Orthotics primarily used for athletic or recreational purposes
- Custodial care (care that assists with the activities of daily living, such as assistance in walking, getting in and out of bed, bathing, dressing, feeding, toileting, special diet preparation, and medication supervision that is usually self-administered or provided by a caregiver. This care does not require the continuing attention of trained medical or paramedical personnel.)
- Housekeeping.
- Public facility services and care for conditions that federal, state, or local law requires be provided in a public facility or care provided while in the custody of legal authorities.
- Services or supplies received from a nurse that do not require the skill and training of a nurse.
- Vision training, vision therapy, or vision services.
- Reimbursement for school-based physical therapy, occupational therapy, or speech therapy services are not covered.
- Donor non-medical expenses.
- Charges incurred as a donor of an organ.
- Coverage while traveling outside of the United States and U.S. Territories (including Puerto Rico, U.S. Virgin Islands, Commonwealth of Northern Mariana Islands, Guam, and American Samoa).