

**ATTACHMENT 9**

**CHILDREN'S HEALTH INSURANCE PROGRAM PERINATAL PROGRAM HEALTH BENEFIT  
PLAN FOR UNBORN CHILDREN  
EVIDENCE OF COVERAGE  
HEALTH MAINTENANCE ORGANIZATION  
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.** HEALTH 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.  
2501 N. Mesa  
El Paso, Texas  
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 Customer Service Department at 915-532-3778 or toll free at 1-877-532-3778

**El Paso First Health Plans, Inc.**

YOU may call (company)'s toll-free telephone number for information or to make a complaint at

**1-877-532-3778**

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su Servicio al Cliente al 915-532-3778 o 1-877-532-3778

**El Paso First Health Plans, Inc.**

Usted puede llamar al numero de telefono gratis de (company)'s para informacion o para someter una queja' al

**1-877-532-3778**

YOU may also write to El Paso First Health Plans, Inc.  
at  
**2501 N. Mesa**  
**El Paso, TX**

Usted tambien puede escribir a El Paso First Health  
Plans, Inc.  
**2501 N. Mesa**  
**El Paso, TX 79902**

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

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

**1-800-252-3439.**

**1-800-252-3439.**

YOU may write the Texas Department of Insurance

Puede escribir al Departamento de Seguros de Texas

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

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

**CLAIM DISPUTES:** Should you have a dispute  
concerning YOUR claim you should contact the  
(agent) (company) (agent or the company) first. If the  
dispute is not resolved, you may contact the Texas  
Department of Insurance.

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

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

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

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**I. INTRODUCTION**

**A. YOUR UNBORN CHILD'S Coverage under El Paso First Health Plans, Inc.**

El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc. YOU have a Contract with El Paso First Health Plans, Inc. 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**

**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 appropriate.

**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 El Paso First Health Plans, Inc. and the Health and Human Services Commission of the State of Texas.

**CLAIMS/CHIP ADMINISTRATOR:** The contractor with the state that administers enrollment functions for CHIP health plans.

**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.

**Disability:** A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

**Emergency and Emergency Condition:** A medical condition of recent onset and severity, including, but not limited to severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that the condition, sickness, or Injury is of such a nature that failure to get immediate care could result in:

- Placing the UNBORN CHILD'S health in serious jeopardy;
- Serious impairment to bodily functions as related to the UNBORN CHILD;
- Serious dysfunction of any bodily organ or part that would effect the UNBORN CHILD; or
- Serious disfigurement to the UNBORN CHILD.

**Emergency Services and Emergency Care:** Health care services provided in an in-network or out-of-network Hospital emergency department or other comparable facility by in-network or out-of-network Physicians, Providers, or facility staff to evaluate and stabilize medical conditions. Emergency Services also include, but are not limited to any medical screening examination or other evaluation required by state or federal law that is necessary to determine whether an Emergency Condition related to the labor and/or delivery of the covered UNBORN CHILD exists.

**Health Benefit Plan or Plan:** The Coverage provided to the UNBORN CHILD issued by El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc.

**Hospital:** A licensed acute care institution that primarily provides, on an inpatient basis, medical care and treatment for sick and injured persons through medical, diagnostic, and major surgical facilities. All services must be provided on its premises under the supervision of a staff of Physicians and with 24 hour per day nursing and Physician services.

**Illness:** A physical or mental sickness or disease.

**Independent Review Organization:** An entity that is certified by the Commissioner of Insurance under Insurance Code Article 21.58C 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; and
- ◆ No more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency.

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 El Paso First Health Plans, Inc. 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 who is contracted with El Paso First Health Plans, Inc. 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, pharmacist, registered nurse, pharmacy, clinic, or home health agency.

**Service Area:** Description of the HMO's geographic service area for CHIP Perinatal Provider: El Paso, Texas.

**Specialist Physician:** A participating Physician, other than a Perinatal Program Physician, under Contract with El Paso First Health Plans, Inc. 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 Care:** Health care for a condition which 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 her UNBORN CHILD requires medical treatment evaluation or treatment within 24 hours by her Perinatal Care Provider or designee to prevent serious deterioration in her 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:** A review of the medical necessity and appropriateness of health care services being provided or proposed to be provided to an UNBORN CHILD.

**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. 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, i.e., 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.

#### **B. Disenrollment by El Paso First Health Plans, Inc.**

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. Failure of YOU and a participating Physician or Perinatal Program Provider to establish a satisfactory patient-physician/provider relationship so long as WE have, in good faith, provided YOU the opportunity to select an alternative participating Physician or Provider. WE will notify YOU in writing 30 days in advance that WE consider the patient-physician/provider relationship to be unsatisfactory and will specify the changes that are necessary to avoid disenrollment. If such changes are not made, your UNBORN CHILD'S Coverage may be cancelled at the end of the 30 days;
5. Mother of the UNBORN CHILD no longer lives or resides in the Service Area.

We will not disenroll an UNBORN CHILD based on a change in the UNBORN CHILD'S health status or because of the amount of Medically Necessary Services that are used to treat the UNBORN CHILD'S condition.

## **V. YOUR UNBORN CHILD'S HEALTH COVERAGE**

### **A. Selecting YOUR UNBORN CHILD'S Perinatal Program Provider**

YOU shall, at time of enrollment in the El Paso First Health Plans, Inc., 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 El Paso First Health Plans, Inc. 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 shall accept recommended 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 no more than once within the first 30 days. YOUR request must be made to El Paso First Health Plans, Inc. 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 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 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 delivery of the covered UNBORN CHILD is required after the UNBORN CHILD is stabilized, the treating Physician/Provider must contact El Paso First Health Plans, Inc. El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc. agrees to the care as proposed by the treating Physician/Provider, or if El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc. within twenty-four (24) hours of any out-of-network Emergency Services, or as soon as reasonably possible.

### **D. Out-of-Network Services**

If Medically Necessary Services are not available to YOUR UNBORN CHILD through network Physicians or Providers, El Paso First Health Plans, Inc., 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. El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc. may deny a referral.

### **E. Continuity of Treatment**

The contract between El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc. 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, at no less than the contract rate 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 El Paso First Health Plans, Inc. network. El Paso First Health Plans, Inc. 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, El Paso First Health Plans, Inc. shall reimburse the terminated Physician or Provider for treatment extending through delivery, immediate postpartum care, and follow-up checkup within six weeks of delivery.

#### **F. Notice Of Claims**

YOU should not have to pay any amount for Covered Health Services. If YOUR UNBORN CHILD receives Emergency Services from out-of-network Physicians, Providers, or Hospitals, YOU may be required to pay for such care at the time it is received. In this instance, YOU should file a claim with the El Paso First Health Plans, Inc. within ninety (90) days from the date YOUR UNBORN CHILD received Covered Health Services. If YOU file a claim after the ninety (90) day period, YOU are required to document why YOU could not submit the claim within the allotted time. Under no circumstances, will payment be made for claims submitted more than one year after a Covered Health Service was received.

#### **G. Payment Of Claims**

Payment of claims described in **Section V.F will be processed no later than 30 days following receipt of the claim by the MCO.**

#### **H. Coordination of Benefits**

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

#### **I. Subrogation**

El Paso First Health Plans, Inc. 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 El Paso First Health Plans, Inc., but only to the extent of such benefits. Upon receiving such benefits from the El Paso First Health Plans, Inc., YOU and YOUR UNBORN CHILD are considered to have assigned such rights of recovery to El Paso First Health Plans, Inc. and YOU agree to give El Paso First Health Plans, Inc. any reasonable help required to secure the recovery.



## **VI. 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 El Paso First Health Plans, Inc.**

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 (30) 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.
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 working 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 Provider a one-page appeal form that must be completed and returned.

Appeals of Adverse Determinations involving ongoing emergencies or denials of continued stays in a Hospital will be resolved no later than 1 working 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 149091, Austin, Texas 78714-9091. Complaints to the Texas Department of Insurance may also be filed electronically at [tdi.state.tx](http://tdi.state.tx).

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.

### **VII. GENERAL PROVISIONS**

#### **A. Entire Agreement, Amendment**

This Contract, and any attachments or amendments are the Entire Agreement between YOU and El Paso First Health Plans, Inc. To be valid, any changes to this Contract must be approved by an officer of El Paso First Health Plans, Inc. and attached to this Contract.

**B. Release and Confidentiality of Medical Records**

El Paso First Health Plans, Inc. agrees to maintain and preserve the confidentiality of any and all your medical records. However, by enrolling in El Paso First Health Plans, Inc., 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 El Paso First Health Plans, Inc., 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. El Paso First Health Plans, Inc. privacy protections are described in more detail in its Notice of Privacy Practices. The Notice of Privacy Practices is available at [www.epfirst.com](http://www.epfirst.com) or you may request a copy by calling 1-877-532-3778.

**C. Clerical Error**

Clerical error or delays in keeping your records for your Contract 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 and permitted adjustment by CHIP Perinatal Program 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 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 other applicable laws or regulations.