

**Section 12**  
**MEDICAL BENEFIT INFORMATION UNDER THE CORE PLAN**

- A) GENERAL.** For Participants in this Plan, the obligations of the Plan and the Employer shall be fully satisfied by the payment of Benefits in accordance with the Schedule of Benefits of this Article. Benefits shall be paid for the reimbursement of Medical Expenses incurred by a Participant if:
- 1) The Medical Expenses are included in Covered Charges Section
  - 2) The Medical Expenses are not excluded under the Exclusions Section;
  - 3) This Plan's Benefits payable by this Plan are not reduced by the Coordination of Benefits and Order of Benefit Determination provisions;
  - 4) The Claims Procedures Section have been followed; and
  - 5) All other provisions of the Plan are satisfied.
- B) SERVICES NOT AVAILABLE IN-NETWORK.** Benefits for Medical Expenses incurred by a Participant shall be paid at 80% level if the type of services or supply for which the Medical Expense is incurred:
- 1) Is not available within the Service Area; or
  - 2) Is available within the Service Area, but is not available within the Network.

The Benefits paid in accordance with this Section shall not exceed the Reasonable and Customary Charges for the Service Area.

- C) UTILIZATION MANAGEMENT.** Utilization Management approval must be received for all services requiring pre-certification in order for charges to be paid at the highest level of benefit. The Plan requires that a member call and pre-certify any admission to an Out-of-Network Hospital facility. The Plan will perform Case management services through the Plan Administrator on an as needed basis.
- D) DEDUCTIBLE.** The Plan requires that a Participant pay Covered Charges each Plan Year in the amount of the deductible before the Plan will pay Benefits for the Plan Year. For purposes of this Article there shall be a \$1,000 per Participant per Plan Year for In-Network services and \$2,000 per participant per Plan Year for Out-of-Network services, except that in the case when two Participants in one Family have each satisfied the deductible during the same Plan Year, the deductible requirements shall be considered satisfied for all Participants in the Family for that Plan Year.

There will be a separate \$100 deductible for each Hospital Confinement and it will be in addition to the deductible specified above.

There will be a separate \$100 co-pay for each Hospital Emergency Room Visit, which will be waived in the case of hospital admission

There will be a separate \$200 deductible per calendar year for outpatient hospital based services.

The deductible provision will apply to all Covered Charges unless explicitly modified in this Section.

- E) IN-NETWORK CO-PAYMENTS.** The Plan requires that a Participant pay a Co-payment as follows:
- 1) A Co-payment of \$35 for any Office Visit to a Network Provider; and
  - 2) A Co-payment for retail, which shall be:
    - a) \$10 paid directly to the Network Provider for each initial or refill prescription when the Participant purchases Generic Drugs; and
    - b) \$25\* paid directly to the Network Provider for each initial or refill prescription when the Participant purchases Preferred Brand Name Drugs; and
    - c) \$40\* paid directly to the Network Provider for each initial or refill prescription when the Participant purchases Non-Preferred Brand Name Drugs.

- 3) A Co-payment for mail order, which shall be:
  - a) \$20 paid directly to the Network Provider for each initial or refill prescription when the Participant purchases Generic Drugs; and
  - b) \$50\* paid directly to the Network Provider for each initial or refill prescription when the Participant purchases Preferred Brand Name Drugs; and
  - c) \$80\* paid directly to the Network Provider for each initial or refill prescription when the Participant purchases Non-Preferred Brand Name Drugs.

These Co-payments will apply to Network Provider as well as the Mail Order Drug Company

\* **Please Note:** In figuring the benefit amount, a Separate Brand Name Fee may apply to **brand name drugs** in addition to any applicable **co-pay**. The amount of the Separate Brand Name Fee will be equal to the difference between the cost of the **brand name drug** and the generic equivalent. *The Separate Brand Name Fee will apply to any brand name drug dispensed when the covered person requests a brand name drug and the prescription is written for a generic drug with instructions "Dispense as Written".*

- 4) Co-payments shall not be used to satisfy:
  - a) The deductible requirements;
  - b) The out-of-pocket maximums; or
  - c) The co-insurance limit of this Section.

**F) CO-INSURANCE.** The Plan will pay Benefits in the amount of

- 1) 100% of In-Network Covered Office Visit charges after the satisfaction of the Plan's In-Network Co-payment requirements specified herein;
- 2) 100% of In-Network Covered Prescription Drug Charges after the satisfaction of the Plan's In-Network Co-payment requirements specified herein;
- 3) 100% of Covered Required Immunizations specified herein;
- 4) 100% of In-Network covered Routine charges specified herein;
- 5) 80% of all other In-Network Covered Charges;
- 6) 65% of all other Out-of-Network Covered Charges after the satisfaction of the Plan's deductible requirement.
- 7) Except as indicated in the Comprehensive Medical Benefits Section:
  - a) 95% of In-Network covered Hospital charges for RE Thomason, except for Emergency Room
  - b) 80% of In-Network covered Hospital charges for Las Palmas-Del Sol Healthcare Network, except for Emergency Room
  - c) 65% of Out-of-Network covered Hospital charges for other ACN Hospitals except for Emergency Room
  - d) 50% of Out-of-Network covered Hospital charges for Non-Network Hospitals, except for Emergency Room

The coinsurance provision will apply to all Covered Charges unless explicitly modified in this Section.

**G) IN-NETWORK OUT-OF-POCKET MAXIMUM.** The Plan will pay 100% of Covered Charges after the Participant has paid In-Network Covered Charges in the amount of the out-of-pocket maximum for the Plan Year. The out-of-pocket maximum shall consist of the Participant's In-Network out-of-pocket expenses arising out of the coinsurance provision of the Plan. The out-of-pocket maximum shall not include Co-payments. The out-of-pocket maximum shall be \$2,500 per Participant per Plan Year and \$5,000 per Family per Plan Year for services rendered at RE Thomason, Las Palmas or Del Sol Regional Healthcare Systems and providers in the ACN/PPO network. The out-of-pocket maximum shall be \$6,000 per Participant per Plan Year/\$12,000 per Family per Plan Year for services rendered at a PPO Hospital.

- H) **OUT-OF-NETWORK COINSURANCE LIMIT.** The Out-of-Network Out-of-Pocket is unlimited.
- I) **LIFETIME MAXIMUM BENEFIT.** In no event will the Plan pay Benefits to a Participant in excess of the lifetime maximum benefit. The lifetime maximum benefit shall be \$2,000,000 per Participant.
- J) **MEDICAL EMERGENCIES.** Out-of-Network Covered Charges for a Medical Emergency shall be paid in accordance with the Medical Schedule of Benefits.

In the event that a Covered Person is admitted as an inpatient into a non-preferred facility through an emergency room due to a covered emergency or accident, benefits will be paid at the 80% benefit level for post-stabilization services originating in a Hospital emergency facility or comparable facility.

The Covered Person will be reimbursed at the 80% benefit level for the cost for services rendered by a non-participating Provider located either within or outside the Network PPO Service Area, for those expenses, less any applicable deductibles, co-payments or cost sharing amounts described in the Plan, which are incurred up to the time the Covered Person is determined by the Plan Administrator or the Utilization Review/Utilization Management company to be medically able to travel or to be transported to a Network Provider.

In the event that the Covered Person elects to remain in the Hospital or non-preferred facility after the date that the Plan Administrator or the Utilization Review/Utilization Management company has determined and advised the Covered Person that the Covered Person no longer meets the criteria for continued inpatient confinement and is able to travel or be transported to a Network Provider, the Covered Person shall be fully responsible for the appropriate deductibles, co-payments or cost sharing provisions of the benefit level associated with the provider of the post emergency or accident services.

- K) **LIMITATIONS.** In addition to the maximum lifetime benefit, the following limitations apply to certain Benefits paid under this Plan. In no event will Benefits be paid in excess of these limitations:
  - 1) Benefits paid for home health care will be limited to the prior authorized visits;
  - 2) Benefits paid for Covered Charges incurred in a Skilled Nursing Facility will be limited to a maximum of 60 days In-Network and Out-of-Network and Out-of-Area combined per Plan Year;
  - 3) Benefits paid for chiropractic treatment will be limited to \$2000 plan year maximum combined
  - 4) No Benefits will be paid for Out-of-Network:
    - a) Routine adult physical examinations;
    - b) Routine pediatric physical examinations; and
    - c) Immunizations; and
  - 5) In-Network Outpatient prescription drugs shall be limited to:
    - a) A 90-day supply per Co-payment for prescription drugs which are classified as maintenance drugs by the Plan Administrator and filled through the Mail Order Pharmacy method; and
    - b) A 30-day supply per Co-payment for other prescription drugs.
- L) **GENERAL - OUT-OF-AREA.** For Participants in this Plan, the obligations of the Plan and the Employer shall be fully satisfied by the payment of Benefits in accordance with the Schedule of Benefits of this Article. Benefits shall be paid for the reimbursement of Medical Expenses incurred by a Participant if:
  - 1) The Medical Expenses are included in Covered Charges Section;
  - 2) The Medical Expenses are not excluded under the Exclusions Section;
  - 3) This Plan's Benefits payable by this Plan is not reduced by the Coordination of Benefits and Order of Benefit Determination provisions;

- 4) The Claims Procedures Section have been followed; and
- 5) Members will have access to the specified "National Network" of providers,
  - a) If they reside outside of the El Paso/Las Cruces area
  - b) If they require services not available within the local service area
  - c) If they require "Emergency Services" outside of the El Paso/Las Cruces area as a result of an injury or the sudden onset of illness
  - d) If a Health Care Provider is in the "National Network", the provider has agreed to the negotiated/contracted fee as payment in full.
  - e) Once repricing is received from this network, claims will be considered at the In-Network level of benefits
- 6) All other provisions of the Plan are satisfied.