

**INDEMNITY 250/20
MHPAEA
PPO
(IIT10008)**

The following *Schedule of Benefits* is a summary that describes the Co-insurance amounts that apply to specific types of services. Some benefits require Benefit Certification by PIC. Benefits may have limits and certain services are excluded altogether. For a more complete description, please refer to Sections of the Group Subscriber Agreement that discuss How the Plan Works, General Information, Benefits, Benefit Certification, Limitations and Exclusions.

Underwritten by
Presbyterian Insurance Company, Inc. (PIC)

PIC INDEMNITY 500/30 MHPAEA Benefits And Coverage (IIT10009)	Co-insurance
HOSPITAL SERVICES – Inpatient⁽¹⁾ Coverage includes: <ul style="list-style-type: none"> • Room and board • Newborn delivery and other Hospital obstetrical services • In-hospital Physician visits, Surgeons, Anesthesiologist and other Inpatient services • Detoxification • Administration of blood/blood components 	20%
MEDICAL SERVICES - Outpatient <ul style="list-style-type: none"> • Surgeries⁽¹⁾ • X-ray and laboratory tests • Radiation therapy (Non-surgical) • PET⁽¹⁾/CAT⁽¹⁾ Scans • Chemotherapy • Specialty Pharmaceuticals⁽¹⁾ Oral or inhalation forms/Self-administered • Specialty Pharmaceuticals⁽¹⁾ Intravenous (IV) • Magnetic Resonance Imaging (MRI)⁽¹⁾ tests • Sleep studies 	20% 20% 20% 20% 20% 15% up to a maximum of \$250 per prescription and \$1,500 per Calendar Year 0% 20% 20%
RECONSTRUCTIVE SURGERY⁽¹⁾	20%
EMERGENCY ROOM CARE Including trauma services	20%
URGENT CARE	20%
AMBULANCE SERVICES including: <ul style="list-style-type: none"> Emergency or high risk • Ground ambulance • Air ambulance Inter-facility transfer Services • Ground ambulance⁽¹⁾ • Air ambulance⁽¹⁾ 	20%
CLINICAL PREVENTIVE SERVICES⁽²⁾ Well child care including vision and hearing screening Preventive physical exam Adult and child immunizations Office based health education Family planning services Cytologic screening (Pap smear) Human Papillomavirus (HPV) Mammography	20%

*⁽¹⁾ Benefit Certification May be Required. ⁽²⁾ Not Subject to Deductible.
 Refer to the Group Subscriber Agreement for a more complete description of benefits.
 PIC's reimbursement will be up to Reasonable and Customary Charges.*

PIC INDEMNITY 250/20 MHPAEA Benefits And Coverage (IIT10008)	Co-insurance
<p>WOMEN'S HEALTH CARE Gynecological care Implantable contraceptive device In office Obstetrical/Maternity care/prenatal and postnatal care</p> <p>Cytologic (Pap smear), Human Papillomavirus (HPV) screening, and mammograms refer to Clinical Preventive Services. Newborn delivery and other hospital obstetrical services</p>	<p>20%</p>
<p>DIABETES SERVICES Office visit and Diabetes Education Diabetes supplies⁽¹⁾ (Purchased through a Durable Medical Equipment provider) Diabetes supplies^(1,2) (Purchased through a Participating Pharmacy)</p>	<p>20% 20%</p> <p>\$10 - Generic (Preferred) \$35 - Brand (Preferred) \$55 - Non-Preferred</p> <p>(Copay per 30-day supply up to the maximum dosing recommended by the manufacturer)</p>
<p>COVERED MEDICATIONS^(1,2) – Outpatient Must be purchased at a Participating Pharmacy, unless due to an emergency occurring outside of the PIC Service Area</p> <ul style="list-style-type: none"> • Medically Necessary Nutritional Supplements for prenatal care • Insulin and diabetic oral agents • Diabetic supplies (Purchased through a Participating Pharmacy) • Smoking cessation drugs (Limited to two (2) 90-day courses of treatment per Calendar Year) • Contraceptive Drugs • Immunosuppressive drugs following transplant surgery^(1,2) <ul style="list-style-type: none"> • Oral <p>• Injectable</p> <p>Covered Medications <i>continued on next page</i></p>	<p>Generic (Preferred) - \$10 Brand (Preferred) - \$35 Non-Preferred - \$55</p> <p>(Copay per 30-day supply up to the maximum dosing recommended by the manufacturer), unless the Optional Prescription Drug Rider is included, then Copayments listed in the Rider will supersede.</p> <p>\$10 - Generic (Preferred) \$35 - Brand (Preferred) \$55⁽²⁾ - Non-Preferred copay</p> <p>(Copay per 30-day supply up to the maximum dosing recommended by the manufacturer), unless Optional Prescription Drug Rider included, then Benefits in Rider will supersede.</p> <p>15% copay up to a maximum of \$250 per injection</p>

*⁽¹⁾ Benefit Certification May be Required. ⁽²⁾ Not Subject to Deductible.
Refer to the Group Subscriber Agreement for a more complete description of benefits.
PIC's reimbursement will be up to Reasonable and Customary Charges.*

PIC INDEMNITY 250/20 MHPAEA Benefits And Coverage (IIT10008)	Co-insurance
COVERED MEDICATIONS^(1,2) – Outpatient <i>continued from previous page</i> Must be purchased at a Participating Pharmacy, unless due to an emergency occurring outside of the PIC Service Area <ul style="list-style-type: none"> • Specialty Pharmaceuticals^(1,2) Oral or inhalation forms/Self-administered • Specialty Pharmaceuticals^(1,2) Intravenous (IV) • Special Medical Foods^(1,2) 	15% copay up to a maximum of \$250 per prescription and \$1,500 per Calendar Year 0% 50%
For plans with “Covered Medication” coverage only this plan is considered non-Creditable per Medicare Part D guidelines. For more information regarding Medicare Part D please refer to www.cms.gov. If your employer has purchased the Optional Prescription Drug Rider please refer to that rider for Medicare Part D Creditable/non-Creditable status.	
PRESCRIPTION DRUGS (RETAIL AND MAIL ORDER)	Not Covered except as provided in Section IV.S (Covered Medications) of the Group Subscriber Agreement, unless the Optional Benefit Rider is included.
MENTAL HEALTH SERVICES Outpatient ⁽¹⁾ Inpatient/Partial Hospitalization ⁽¹⁾	20% 20%
ALCOHOL AND SUBSTANCE ABUSE SERVICES Detoxification ⁽¹⁾ <ul style="list-style-type: none"> • Outpatient⁽¹⁾ • Inpatient⁽¹⁾ Rehabilitation ⁽¹⁾ <ul style="list-style-type: none"> • Outpatient⁽¹⁾ • Inpatient or partial hospitalization⁽¹⁾ 	20% 20% 20% 20%
REHABILITATION AND THERAPY SERVICES Cardiac Rehabilitation (up to 12 sessions continuous ECG monitoring and 24 sessions for intermittent ECG monitoring per Calendar Year) Dialysis/Plasmapheresis/Photopheresis Pulmonary Rehabilitation (up to 24 sessions per Calendar Year) Short-term Rehabilitation (Physical and Occupational Therapy up to 2 months per condition) Speech and Hearing Therapy ⁽¹⁾ (up to 2 months per condition)	20%
TRANSPLANTS⁽¹⁾ (Must utilize PIC approved centers of excellence.)	20%
COMPLEMENTARY THERAPIES (Limited) Acupuncture treatment (maximum \$1,500/year) Chiropractic services (maximum \$1,500/year) Biofeedback	20%

*⁽¹⁾ Benefit Certification May be Required. ⁽²⁾ Not Subject to Deductible.
 Refer to the Group Subscriber Agreement for a more complete description of benefits.
 PIC's reimbursement will be up to Reasonable and Customary Charges.*

PIC INDEMNITY 250/20 MHPAEA Benefits And Coverage (IIT10008)	Co-insurance
SKILLED NURSING FACILITY⁽¹⁾ (Up to 60 days per Calendar Year)	20%
HOME HEALTHCARE SERVICES/HOME INTRAVENOUS SERVICE⁽¹⁾ Services provided by an RN, LPN and other specified specialist Home intravenous services and supplies Specialty Pharmaceuticals ⁽¹⁾ Oral or inhalation forms/Self-administered Specialty Pharmaceuticals ⁽¹⁾ Intravenous (IV)	20% 20% 15% up to a maximum of \$250 per prescription and \$1,500 per Calendar Year 0%
HOSPICE CARE⁽¹⁾ (Subject to lifetime maximum)	20%
DURABLE MEDICAL EQUIPMENT, PROSTHETICS, AND APPLIANCES⁽¹⁾ Hearing aids (for school aged children under age 18 or 21 years of age if still attending high school).	20% Up to \$2,200 every 36 months “per hearing impaired ear”.
EYEGASSES AND CONTACT LENSES Limited to the following: ▪ Eyeglasses and contact lenses within 12 months following cataract surgery or for the correction of Keratoconus ▪ Refraction eye Exam associated with post cataract surgery or Keratonconus correction	20%
DENTAL SERVICES/TMJ (LIMITED)⁽¹⁾	20%
FAMILY, INFANT AND TODDLER PROGRAM Family, Infant and Toddler Program (FIT): Medically Necessary early intervention services provided as part of an individualized family service plan and delivered by certified and licensed personnel as defined in NMAC Title 7, Chapter 30, Part 8 Health Family & Children Health Care Services.	No copay \$3,500 per Member per Calendar Year Maximum annual benefit Not applicable to any lifetime maximums or annual limits
AUTISM SPECTRUM DISORDER⁽¹⁾ Treatment through or provided by: Non-specialist Specialist Outpatient Physical Therapy Outpatient Occupational Therapy Outpatient Speech Therapy Applied Behavioral Analysis (ABA) ⁽¹⁾ Diagnosis and Treatment for all children up to age 19 or up to age 22 if still attending high school.	20% 20% 20% 20% 20% 20% Up to \$36,000 per member per Calendar Year Not applicable to other Annual Limits

*⁽¹⁾ Benefit Certification May be Required. ⁽²⁾ Not Subject to Deductible.
Refer to the Group Subscriber Agreement for a more complete description of benefits.
PIC's reimbursement will be up to Reasonable and Customary Charges.*

Eff. 11/01/09

Refer to the Group Subscriber Agreement for a more complete description of Exclusions and Limitations.

EXCLUSIONS FOR PIC INDEMNITY 250/20 MHPAEA (IIT10008):

Any exclusion listed would not be applicable if Covered under the FIT Program in accordance with that which is defined in NMAC Title 7, Chapter 30, Part 8 Health Family & Children Health Care Services. Refer to your Group Subscriber Agreement for details.

- **Alternative/complementary therapies**, except as specified in the *Group Subscriber Agreement (GSA)*.
- **Any service**, treatment, procedure, facility, equipment, drugs, drug usage, device or supply determined to be **not Medically Necessary** or accepted medical practice.
- **Artificial aids** including speech synthesis devices except items identified in the *Group Subscriber Agreement (GSA)*.
- **Athletic trainers.**
- **Autopsies** and/or transportation costs for deceased Members.
- **Baby food** (including baby formula or breast milk) or other regular grocery products that can be blenderized for oral or tube feedings.
- **Benefits and services not specified as Covered.**
- **Biofeedback**, except as specified in the *Group Subscriber Agreement (GSA)*.
- **Cancer Clinical Trials** are limited to phase 2, 3 and 4 and must be provided for in the State of New Mexico **in accordance with the provisions set forth in the *Group Subscriber Agreement (GSA)***. Refer to your *Group Subscriber Agreement* for details.
- **Care for conditions which State or local law requires** be treated in a public or correctional facility.
- **Care for military service connected disabilities** to which the Member is legally entitled and for which facilities are reasonably available to the Member.
- **Charges that are determined to be unreasonable by PIC.**
- **Charges above Reasonable and Customary.**
- **Circumcisions** performed other than during the newborn's Hospital stay, unless Medically Necessary.
- **Clothing** or other protective devices including prescribed photoprotective clothing, windshield tinting, lighting fixtures and/or shields, and other terms or devices whether by prescription or not.
- **Co-dependency treatment.**
- **Convenience items.**
- **Cosmetic Surgery, treatments, devices, orthotics, and medications**, including treatment of hair-loss.
- **Costs for extended warranties** and premiums for other insurance coverage.
- **Counseling** – sex, pastoral/spiritual, and bereavement counseling.
- **Court ordered evaluation or treatment**, or treatment that is a condition of parole or probation or in lieu of sentencing, such as Alcohol or Substance Abuse programs and/or psychiatric evaluation or therapy.
- **Custodial or domiciliary care.**
- **Dental care** and dental x-rays, except as provided in the *Group Subscriber Agreement (GSA)*.
- **Dental implants.**
- **Disposable medical supplies**, except when provided in a Hospital or Physician's office or by a home health professional.
- **Donor Sperm.**
- **Durable Medical Equipment/Prosthetics/Orthotics** – additional wheelchairs, duplicate items, convenience items, upgraded or deluxe items, repair or replacement due to loss, neglect, misuse, abuse, to improve appearance, for convenience or items under the manufacturer or supplier's warranty.
- **Elastic support hose.**
- **Elective abortions** after the 24th week of pregnancy.
- **Elective Home Birth** and any prenatal or postpartum services connected with an elective home birth.
- **Emergency facility** used for non-emergent services.
- **Exercise equipment** and videos, personal trainers, club memberships and weight reduction programs.
- **Extracorporeal shock wave therapy** involving the musculoskeletal system.

EXCLUSIONS FOR PIC INDEMNITY 250/30 MHPAEA (IIT10008):

- **Eye movement therapy.**
- **Eye refractive procedures** including radial keratotomy, laser procedures, and other techniques.
- **Eyeglasses (Corrective)** or sunglasses, frames, lens prescription, contact lenses or the fitting thereof except as provided in the *Group Subscriber Agreement (GSA)*.
- **Foot care (routine)**, except as provided in the *Group Subscriber Agreement (GSA)*.
- **Foot orthotics** functional and/or customized except as described in the *Group Subscriber Agreement (GSA)*.
- **“Get acquainted”** visits without physical assessment or diagnostic or therapeutic intervention provided.
- **Gloves**, unless part of a wound treatment kit.
- **Hair-loss** (or baldness) treatments, medications, supplies and devices including wigs, and special brushes.
- **Halfway houses.**
- **Hearing aids** and the evaluation for the fitting of hearing aids except for school aged children under 18 years old (or under 21 years of age if still attending high school).
- **Home sleep studies.**
- **Hospice benefits are not available for the following services:** food, housing, and delivered meals, volunteer services, comfort items such as, but not limited to, aromatherapy, clothing, pillows, special chairs, pet therapy, fans, humidifiers, and special beds (excluding those covered under Durable Medical Equipment benefits), homemaker and housekeeping services, private duty nursing, pastoral and spiritual counseling; and bereavement counseling.
- **Hypnotherapy** except as part of anesthesia preparation or chronic pain management.
- **Infant formula.**
- **In-vitro, GIFT and ZIFT fertilization.**
- **Lay midwife** – Services of a lay midwife or an unlicensed midwife.
- **Malocclusion treatment**, if part of routine dental care and orthodontics.
- **Massage Therapy**, unless performed by a licensed physical therapist and as part of a prescribed short-term physical therapy program.
- **Medical and Hospital services of a donor** when the recipient of an organ transplant is not a Member or when the transplant procedure is not covered.
- **New medications** for which the determination of criteria for Coverage has not yet been established by PHP’s Pharmacy and Therapeutics Committee.
- **Nutritional supplements** unless for prenatal care as prescribed by the attending Physician or as sole source of nutrition.
- **Organ transplants (Non-human)**, except for porcine (pig) heart valve.
- **Orthodontic appliances, endodontics, dental prosthetics, crowns, bridges, and dentures.**
- **Orthodontic appliances** and orthodontic treatment (braces), crowns, bridges and dentures used for the treatment of Craniomandibular and Temporomandibular Joint disorders, unless the disorder is trauma related.
- **Orthopedic or corrective shoes**, arch supports, shoe appliances, foot orthotics, and custom fitted braces or splints except for patients with diabetes or other significant peripheral neuropathies.
- **Over-the-counter medications** except as specified in the *Group Subscriber Agreement (GSA)*.
- Personal or comfort items, services or treatments.
- **Photopheresis** for all conditions other than mycosis fungoides.
- **Physical examinations**, vaccinations, drugs and immunizations for the primary intent of medical research or non-medically necessary purpose(s) such as, but not limited to licensing, certification, employment, insurance, flight, travel, passports or functional capacity examinations related to employment.
- **Prescription Drugs (Outpatient)**, except as described in the *Group Subscriber Agreement (GSA)* or as described in the Outpatient Prescription Drug Rider, if included.
- **Prescription Drugs** (as listed as Covered in this *Schedule of Benefits* and the *Group Subscriber*) received upon Hospital discharge, provided by a Hospital pharmacy unless a Participating outpatient pharmacy is not available.
- **Prescription Drugs requiring a Benefit Certification when Certification was not obtained.**
- **Prescriptions** purchased at a Non-Participating Pharmacy unless due to an emergency.

EXCLUSIONS FOR PIC INDEMNITY 250/20 MHPAEA (IIT10008):

- **Prescription Drugs**, compounded medications.
- **Prescription Drug replacements** due to loss, theft or destruction.
- **Private duty nursing.**
- **Psychological** testing when not Medically Necessary.
- **Residential treatment centers** unless for treatment of Alcohol/Substance Abuse.
- **Reversals of voluntary sterilization.**
- **Services for which the Member is eligible under any governmental program** (except Medicaid) or services for which, in the absence of any health service plan or insurance plan, no charge would be made to the Member.
- **Services requiring Benefit Certification when Certification has not been obtained.**
- **Sex transformation surgery** and drugs relating to sex transformations.
- **Sexual dysfunction treatment**, including medication, counseling, and clinics except for penile prosthesis as provided in the *Group Subscriber Agreement (GSA)*.
- **Special education**, school testing or evaluations, counseling, therapy or care for learning deficiencies or disciplinary problems. This applies whether or not associated with manifest mental illness or other disturbances. Except as provided for under the Family, Infant and Toddler (FIT) program. Refer to the *Group Subscriber Agreement (GSA)* for more information.
- **Special Medical Foods**, except as listed as Covered in the *Group Subscriber Agreement (GSA)* for Genetic Inborn Errors of Metabolism.
- **Storage or banking** of sperm, ova (human eggs), embryos, zygotes, or other human tissue.
- **“Telephone visits** and electronic mail (e-mail)” by Physician or “environmental intervention” or “consultation” by telephone for which a charge is made to the patient.
- **Transportation costs** for deceased Members.
- **Travel and lodging** expenses, except as provided in the *Group Subscriber Agreement (GSA)*.
- **Vision Care (routine) and Eye Refractions** for determining prescriptions for corrective lenses, except as listed as Covered in the *Group Subscriber Agreement (GSA)*.
- **Visual training.**
- **Vocational Rehabilitation services and Long-Term Rehabilitation services.**
- **Weight reduction or control treatments and medications**, except for Medically Necessary treatment for morbid obesity. Medications are Covered **only** if the Optional Prescription Drug Rider is included.
- **Work-related accidents** or injuries or occupational illness or disease if the Member is required to be covered under workers’ compensation insurance, whether or not such coverage actually exists.

Refer to the Group Subscriber Agreement for a more complete description of Exclusions and Limitations.

This Schedule of Benefits and services is subject to the provisions of the contract and cannot modify or affect the Group Subscriber Agreement in any way; nor shall you accrue rights because of any statement in or omission from this Schedule.

Plan ID – (IIT10016)

PRESBYTERIAN INSURANCE COMPANY INC.
Advantage Care HDHP Indemnity
PIC Indemnity
Advantage Care HDHP Group PPO
Preferred Care Group PPO

ENDORSEMENT REGARDING - Break in Coverage
Effective July 1, 2008

All terms, benefits, exclusions and provisions of the *Group Subscriber Agreement* not specifically amended by this Endorsement shall remain in full force and in effect.

Section: *General Information, Item: Pre-Existing Conditions Limitation (6th paragraph)* has been amended and will now read as follows:

Any period of Creditable Coverage shall be applied to reduce the Pre-existing Condition limitation time period, except that no Creditable Coverage shall be considered if, after such Creditable Coverage, there occurs a continuous 95-day period during all of which the individual was not Covered under Creditable Coverage. However, any waiting period that must pass under this plan or any other plan before the individual is eligible for benefits shall not be considered for the purpose of determining such 95-day period.

IN WITNESS THEREOF Presbyterian Insurance Company, Inc. has caused this Group Subscriber Agreement Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer

PRESBYTERIAN INSURANCE COMPANY INC.

ENDORSEMENT REGARDING Dental Implants

For:

PIC Conversion Plan

PIC Indemnity

PIC Individual Care

PIC Preferred Care PPO (Large and Small)

PIC Advantage Care Indemnity

PIC Advantage Care Individual

PIC Advantage Care PPO (Large and Small)

Effective 6/1/06

All terms, benefits, exclusions and provisions of the Group Subscriber Agreement or Subscriber Agreement not specifically amended by this Endorsement shall remain in full force and in effect.

Section F. (Benefits) item F.8 (Dental Services Including Temporo/Craniomandibular Joint Disorders (TMJ/CMJ) has been replaced with the following:

Dental implants are not covered.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc., has caused this Group Subscriber Agreement or Subscriber Agreement Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.



PRESBYTERIAN

Offered by Presbyterian Insurance Company

PIC Advantage Care Indemnity
PIC Indemnity
PIC Advantage Care PPO (Large and Small Group)
Preferred Care PPO (Large and Small Group)

ENDORSEMENT REGARDING - 2007 Commercial Benefit Mandate Regarding Health Insurance Coverage for General Anesthesia and Hospitalization for Dental Surgery

Effective 7/1/07

All terms, benefits, exclusions and provisions of the Group Subscriber Agreement and/or Schedule of Benefits not specifically amended by this Endorsement shall remain in full force and in effect.

Section IV. Benefits, item F. Dental Services of the Group Subscriber Agreement – The following language regarding General Anesthesia and Hospitalization for Dental Surgery has been amended and will now read as follows:

F. Dental Services Including Temporo/Craniomandibular Joint Disorders (TMJ/CMJ)

5. **Hospitalization, day surgery, outpatient services and/or anesthesia for Non-Covered dental services, are Covered if,** provided in a hospital or ambulatory surgical center for dental surgery when approved by PHP. Plan benefits for these services include coverage:
- a. for Members who exhibit physical, intellectual or medically compromising conditions for which dental treatment under local anesthesia, with or without additional adjunctive techniques and modalities cannot be expected to provide a successful result and for which dental treatment under general anesthesia can be expected to produce superior results;
 - b. for Members for whom local anesthesia is ineffective because of acute infection, anatomic variation or allergy;
 - c. for Covered children or adolescents who are extremely uncooperative, fearful, anxious, or uncommunicative with dental needs of such magnitude that treatment should not be postponed or deferred and for whom lack of treatment can be expected to result in dental or oral pain or infection, loss of teeth or other increased oral or dental morbidity;
 - d. for Members with extensive oral-facial or dental trauma for which treatment under local anesthesia would be ineffective or compromised; and
 - e. for *other procedures* for which hospitalization or general anesthesia in a hospital or ambulatory surgical center is medically necessary.

Section VII. Exclusions, item X. Dental care of the Subscriber Agreement – The following language regarding General Anesthesia and Hospitalization for Dental Surgery has been amended and will now read as follows:

X. Exclusions relating to Dental Services:

- 1. Dental care and dental x-rays, except as provided in Section VII. (Benefits) item F. (Dental Services/TMJ/CMJ), hospitalization, day surgery, outpatient services and/or anesthesia for Non-Covered dental services are covered if provided in a hospital or ambulatory surgical center for dental surgery when approved by PHP.**

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc. has caused this Group Subscriber Agreement/Schedule of Benefits Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.



PRESBYTERIAN

Offered by Presbyterian Insurance Company

PIC Indemnity

ENDORSEMENT REGARDING - 2007 Commercial Benefit Mandates

Effective 6/15/07

All terms, benefits, exclusions and provisions of the Group Subscriber Agreement and/or Schedule of Benefits not specifically amended by this Endorsement shall remain in full force and in effect.

Section IV. Benefits, item D. Clinical Preventive Services, and item I. Durable Medical Equipment of the Group Subscriber Agreement – The following language regarding Hearing Aids has been amended and will now read as follows:

D. Clinical Preventive Services

3. Vision and Hearing Screening performed to determine the need for vision and hearing correction. This does not include routine eye exams or Eye Refractions performed by eye care specialists. One Eye Refraction per Calendar Year is Covered for children under age six when Medically Necessary to aid in the diagnosis of certain eye diseases. **Hearing aids and the evaluation for the fitting of hearing aids is not Covered except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

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

8. Hearing Aids

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

- a. Up to \$2,200 every 36 months “per hearing impaired ear” for school aged children under 18 years old (or under 21 years of age if still attending high school).
- b. Shall include fitting and dispensing services, including ear molds as necessary to maintain optimal fit, as provided by a Participating Provider/Practitioner licensed in New Mexico.

Section IV. Benefits, item V. Rehabilitation and Therapy of the Group Subscriber Agreement – The following language regarding Hearing Aids has been amended and will now read as follows:

V. Rehabilitation and Therapy

- 4. Outpatient Speech Therapy.
 - g. Hearing aid evaluations are **not Covered except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

Section VII. Exclusions, item AI. Hearing Aids of the Group Subscriber Agreement – The following language regarding Hearing Aids has been amended and will now read as follows:

VII. Exclusions:

- AI. **Hearing aids and the evaluation for the fitting of hearing aids except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

Section XVII. Glossary of the Group Subscriber Agreement – The following definition has been added regarding Hearing Aids:

HEARING AID means Durable Medical Equipment that is of a design and circuitry to optimize audibility and listening skills in the environment commonly experienced by children.

The following language located in the Schedule of Benefits regarding Hearing Aids has been added and will read as follows:

	Coinsurance
DURABLE MEDICAL EQUIPMENT, PROSTHETICS, AND APPLIANCES⁽¹⁾ <ul style="list-style-type: none"> • Hearing Aids (for school aged children under age 18 or 21 years of age if still attending high school) 	Refer to Schedule of Benefits for Copay/Coinsurance, and Deductible Amounts.
	Up to \$2,200 every 36 months “per hearing impaired ear”.

The following language located in the Exclusions section of the Schedule of Benefits regarding Hearing Aids has been amended and will read as follows:

- **Hearing aids and the evaluation for the fitting of hearing aids except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

Section IV. Benefits, item D. Clinical Preventive Services of the Group Subscriber Agreement – The following language regarding Colorectal Cancer Screenings has been amended and will now read as follows:

D. Clinical Preventive Services

5. Colorectal cancer screening in accordance with the evidence-based recommendations established by the United States Preventive Services Task Force for determining the presence of pre-cancerous or cancerous conditions and other health problems including:
 - a. Fecal occult blood testing (FOBT),
 - b. Flexible Sigmoidoscopy,
 - c. Colonoscopy,
 - d. Double contrast barium enema.

Section IV. Benefits, item D. Clinical Preventive Services and item Z. Women's Healthcare of the Group Subscriber Agreement – The following language regarding Coverage of HPV Vaccine for females aged nine to 14 years of age has been added and will now read as follows:

D. Clinical Preventive Services

11. HPV Vaccine Coverage for the Human Papillomavirus, as approved by the Food and Drug Administration, for females nine to 14 years of age used for the prevention of Human Papillomavirus infection and cervical pre-cancers. In addition, the HPV vaccine is covered for other populations *in accordance with guidelines established by* The Advisory Committee on Immunization Practices (ACIP).

Z. Women's Healthcare

7. Cytologic Screening (PAP Smear), Human Papillomavirus (HPV) screenings, HPV Vaccine coverage for females nine to 14 years of age and other populations *in accordance with the guidelines established by* The Advisory Committee on Immunization Practices (ACIP), and mammography Coverage described in Section IV. (Benefits) item D. (Clinical Preventive Services).

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc. has caused this Group Subscriber Agreement/Schedule of Benefits Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.



PRESBYTERIAN

Offered by Presbyterian Insurance Company

PIC Indemnity

ENDORSEMENT REGARDING - 2007 Commercial Benefit Mandates

Effective 6/15/07

All terms, benefits, exclusions and provisions of the Group Subscriber Agreement and/or Schedule of Benefits not specifically amended by this Endorsement shall remain in full force and in effect.

Section IV. Benefits, item D. Clinical Preventive Services, and item I. Durable Medical Equipment of the Group Subscriber Agreement – The following language regarding Hearing Aids has been amended and will now read as follows:

D. Clinical Preventive Services

3. Vision and Hearing Screening performed to determine the need for vision and hearing correction. This does not include routine eye exams or Eye Refractions performed by eye care specialists. One Eye Refraction per Calendar Year is Covered for children under age six when Medically Necessary to aid in the diagnosis of certain eye diseases. **Hearing aids and the evaluation for the fitting of hearing aids is not Covered except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

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

8. Hearing Aids

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

- a. Up to \$2,200 every 36 months “per hearing impaired ear” for school aged children under 18 years old (or under 21 years of age if still attending high school).
- b. Shall include fitting and dispensing services, including ear molds as necessary to maintain optimal fit, as provided by a Participating Provider/Practitioner licensed in New Mexico.

Section IV. Benefits, item V. Rehabilitation and Therapy of the Group Subscriber Agreement – The following language regarding Hearing Aids has been amended and will now read as follows:

V. Rehabilitation and Therapy

- 4. Outpatient Speech Therapy.
 - g. Hearing aid evaluations are **not Covered except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

Section VII. Exclusions, item AI. Hearing Aids of the Group Subscriber Agreement – The following language regarding Hearing Aids has been amended and will now read as follows:

VII. Exclusions:

- AI. **Hearing aids and the evaluation for the fitting of hearing aids except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

Section XVII. Glossary of the Group Subscriber Agreement – The following definition has been added regarding Hearing Aids:

HEARING AID means Durable Medical Equipment that is of a design and circuitry to optimize audibility and listening skills in the environment commonly experienced by children.

The following language located in the Schedule of Benefits regarding Hearing Aids has been added and will read as follows:

	Coinsurance
DURABLE MEDICAL EQUIPMENT, PROSTHETICS, AND APPLIANCES⁽¹⁾ <ul style="list-style-type: none"> • Hearing Aids (for school aged children under age 18 or 21 years of age if still attending high school) 	Refer to Schedule of Benefits for Copay/Coinsurance, and Deductible Amounts.
	Up to \$2,200 every 36 months “per hearing impaired ear”.

The following language located in the Exclusions section of the Schedule of Benefits regarding Hearing Aids has been amended and will read as follows:

- **Hearing aids and the evaluation for the fitting of hearing aids except for school aged children under 18 years old (or under 21 years of age if still attending high school).**

Section IV. Benefits, item D. Clinical Preventive Services of the Group Subscriber Agreement – The following language regarding Colorectal Cancer Screenings has been amended and will now read as follows:

D. Clinical Preventive Services

5. Colorectal cancer screening in accordance with the evidence-based recommendations established by the United States Preventive Services Task Force for determining the presence of pre-cancerous or cancerous conditions and other health problems including:
 - a. Fecal occult blood testing (FOBT),
 - b. Flexible Sigmoidoscopy,
 - c. Colonoscopy,
 - d. Double contrast barium enema.

Section IV. Benefits, item D. Clinical Preventive Services and item Z. Women's Healthcare of the Group Subscriber Agreement – The following language regarding Coverage of HPV Vaccine for females aged nine to 14 years of age has been added and will now read as follows:

D. Clinical Preventive Services

11. HPV Vaccine Coverage for the Human Papillomavirus, as approved by the Food and Drug Administration, for females nine to 14 years of age used for the prevention of Human Papillomavirus infection and cervical pre-cancers. In addition, the HPV vaccine is covered for other populations *in accordance with guidelines established by* The Advisory Committee on Immunization Practices (ACIP).

Z. Women's Healthcare

7. Cytologic Screening (PAP Smear), Human Papillomavirus (HPV) screenings, HPV Vaccine coverage for females nine to 14 years of age and other populations *in accordance with the guidelines established by* The Advisory Committee on Immunization Practices (ACIP), and mammography Coverage described in Section IV. (Benefits) item D. (Clinical Preventive Services).

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc. has caused this Group Subscriber Agreement/Schedule of Benefits Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
EFFECTIVE 01/01/06 and 06/01/06**

All terms, benefits, exclusions and provisions of the Schedule of Benefits and Group Subscriber Agreement not specifically amended by this Endorsement shall remain in full force and in effect.

Effective 01/01/06, the following revisions have been made to the Indemnity Group Subscriber Agreement

Section IV. (Benefits) item K. Genetic Inborn Errors of Metabolism Disorders (IEM), Exclusions item 2.a. has been amended to read:

- a. Food substitutes for lactose intolerance including soy foods or formulas or other Over-the-Counter (OTC) digestive aids, unless listed as a Covered OTC medication on the Preferred Drug Listing.

Section IV. (Benefits) item R. Physician Services, item 7.a. has been amended to read:

- a. FDA approved contraceptive devices and prescription drugs **excluding Over-the-Counter (OTC) items, unless listed as a Covered OTC medication on the Preferred Drug Listing, and investigational devices/medications.**

Section IV. (Benefits) item S. Covered Medications, the following items, 1.a,b,c., and f. have been revised with the following:

- a. Medically Necessary nutritional supplements for prenatal care when prescribed by the attending Physician for a 30-day supply up to the maximum dosing recommended by the manufacturer. Refer to your Schedule of Benefits for the Copayment amount.
- b. Insulin and diabetic oral agents for controlling blood sugar levels as prescribed by your Physician for a 30-day supply up to the maximum dosing recommended by the manufacturer. Refer to your Schedule of Benefits for the Copayment amount.
- c. Immunosuppressive Drugs (Oral) following transplant surgery as prescribed by your Physician for a 30-day supply up to the maximum dosing recommended by the manufacturer. Refer to your Schedule of Benefits for the Copayment/Lifetime Maximum amount.
- f. Smoking Cessation Pharmacotherapy. Prescription Drugs as prescribed by your Physician for a 30-day supply up to the maximum dosing recommended by the manufacturer purchased at a Participating Pharmacy **limited to two 90-day courses of treatment per Calendar Year.** Refer to the "Covered Medications" in your Schedule of Benefits for Deductible and Co-insurance amounts.

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
(Continued page 2 of 7)**

Section IV. (Benefits) item S. Covered Medications, the following items have been added:

Prescription medications/supplies - 90-Day supply at a Participating Pharmacy (voluntary)

The following benefit is only for those Maintenance Medications as identified in this plan as Covered. Members have the option to purchase a 90-day supply of Maintenance Medications at a PIC Participating Pharmacy. Under the 90-day at Retail pharmacy benefit, Preferred and Non-Preferred Maintenance Medications can be obtained from a Participating Pharmacy. The Member will be charged one of the three applicable Copayments for a 90-day supply up to the maximum dosing recommended by the manufacturer. Copayments are as follows:

Generic (Preferred)	3 x Generic copay
Brand (Preferred)	3 x Preferred brand copay
Non-Preferred Brand	3 x Non-Preferred copay

Over-the-Counter (OTC) medications

The following benefit is only for those prescription medications as identified in this plan as Covered. When a prescription medication is available at an equivalent dose Over-the-Counter (OTC), PIC will cover the OTC version if it is a cost-effective option. **A prescription is required for approved OTC medications and is subject to the Generic Copayment.** The Member must purchase the approved OTC medications directly from a PIC Participating Pharmacy. **If an approved OTC medication is not purchased directly from a pharmacist at a PIC Participating Pharmacy, then the OTC medication will not be Covered.** Approved OTC medications are subject to change as determined by PIC's Pharmacy and Therapeutics Committee. Refer to the PIC Preferred Drug List for the Covered OTC medications.

Tablet-Splitting Program (Voluntary)

The following benefit is only for those medications as identified in this plan as Covered. If a medication qualifies for the tablet-splitting program, a Member has the option of having the pharmacist cut the higher strength tablet in half. If you participate in the tablet-splitting program, your Copayment will be half of your regular Copayment. For example, if your Copayment is \$30.00, under the program you would pay only \$15.00. Talk with your pharmacist if you wish to take advantage of the tablet-splitting program and they will perform the tablet splitting for you. Medications eligible for this program are subject to change as determined by PIC's Pharmacy and Therapeutics Committee. Refer to the PIC Preferred Drug List to locate approved medications for tablet splitting.

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
(Continued page 3 of 7)**

Mail Order Pharmacy

The following benefit is only for those maintenance Prescription Drugs as identified in this plan as Covered. Members have a choice of obtaining certain maintenance Prescription Drugs directly at Participating Pharmacies or by ordering them through the mail. Under the mail order pharmacy benefit, maintenance Preferred and Non-Preferred medications can be obtained through the Mail Service Pharmacy. Members may purchase a 90-day supply up to the maximum dosing recommended by the manufacturer. You may obtain the name of the Mail Service Pharmacy by calling Member Services at (505) 923-6980 or 1-800-923-6980. Certain drugs may not be purchased by mail order, such as medications on the Specialty Pharmaceutical Listing. Copayments are as follows for mail order:

Generic (Preferred)	2 x generic Copayment
Brand (Preferred)	2.5 x brand Copayment
Non-Preferred	3 x Non-Preferred Copayment

Section IV. (Benefits) item T. Prescription Drug Benefit (Outpatient), the second and third paragraphs have been revised with the following:

For each Prescription Drug purchased at a PIC Participating Pharmacy, one applicable generic (Preferred), brand (Preferred) or Non-Preferred Copayment will be required for a 30-day supply up to the maximum dosing recommended by the manufacturer. When available, FDA approved generic drugs will be dispensed regardless of the brand name indicated. If the Member or Physician requests the brand name in place of the generic, the Member will be responsible for payment of the generic Copayment plus the difference in the cost (if any) between the generic and brand drug.

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

- a. Tablets/Capsules, Packets: one Copayment per 30-day supply up to the maximum dosing recommended by the manufacturer;
- b. Liquids: one Copayment per 30-day supply up to the maximum dosing recommended by the manufacturer;
- c. Ointments, creams and lotions: one Copayment per 30-day supply up to the maximum dosing recommended by the manufacturer; and

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
(Continued page 4 of 7)**

Section IV. (Benefits) item T. Prescription Drug Benefit (Outpatient), item d.3 has been added:

- d. Pre-packaged items: one Copayment per pre-packaged item. Examples of pre-packaged items include, but are not limited to:
 - (3) Over-the-Counter (OTC) medications if it is a cost-effective option, a prescription is required for approved OTC medications and is subject to the generic (Preferred) Copayment. Approved OTC medications are subject to change as determine by PIC's Pharmacy and Therapeutics Committee.

Section IV. (Benefits) item T. Prescription Drug Benefit (Outpatient), the following items have been added:

Prescription medications/supplies - 90-Day supply at a Participating Pharmacy (voluntary)

Members have the option to purchase a 90-day supply of Maintenance Medications at a PIC Participating Pharmacy. Under the 90-day at Retail pharmacy benefit, Preferred and Non-Preferred Maintenance Medications can be obtained from a Participating Pharmacy. The Member will be charged one of the three applicable Copayments for a 90-day supply up to the maximum dosing recommended by the manufacturer. Copayments are as follows:

Generic (Preferred)	3 x Generic copay
Brand (Preferred)	3 x Preferred brand copay
Non-Preferred Brand	3 x Non-Preferred copay

Over-the-Counter (OTC) medications

When a prescription medication is available at an equivalent dose Over-the-Counter (OTC), PIC will cover the OTC version if it is a cost-effective option. **A prescription is required for approved OTC medications and is subject to the Generic Copayment.** The Member must purchase the approved OTC medications directly from a PIC Participating Pharmacy. **If an approved OTC medication is not purchased directly from a pharmacist at a PIC Participating Pharmacy, then the OTC medication is not Covered.** Approved OTC medications are subject to change as determined by PIC's Pharmacy and Therapeutics Committee. Refer to the PIC Preferred Drug List for the Covered OTC medications.

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
(Continued page 5 of 7)**

Tablet-Splitting Program (Voluntary)

If a medication qualifies for the tablet-splitting program, a Member has the option of having the pharmacist cut the higher strength tablet in half. If you participate in the tablet-splitting program, your Copayment will be half of your regular Copayment. For example, if your Copayment is \$30.00, under the program you would pay only \$15.00. Talk with your pharmacist if you wish to take advantage of the tablet-splitting program and they will perform the tablet splitting for you. Medications eligible for this program are subject to change as determined by PIC's Pharmacy and Therapeutics Committee. Refer to the PIC Preferred Drug List to locate approved medications for tablet splitting.

Section IV. (Benefits) item T.3. Prescription Drug Benefit (Outpatient), this item has been amended to read:

3. Mail Order Pharmacy

Members have a choice of obtaining certain maintenance Prescription Drugs directly at Participating Pharmacies or by ordering them through the mail. Under the mail order pharmacy benefit, maintenance Preferred and Non-Preferred medications can be obtained through the Mail Service Pharmacy. Members may purchase a 90-day supply up to the maximum dosing recommended by the manufacturer. You may obtain the name of the Mail Service Pharmacy by calling Member Services at (505) 923-6980 or 1-800-923-6980. Certain drugs may not be purchased by mail order, such as medications on the Specialty Pharmaceutical Listing. Copayments are as follows for mail order:

Generic (Preferred)	2 x generic Copayment
Brand (Preferred)	2.5 x brand Copayment
Non-Preferred	3 x Non-Preferred Copayment

Section IV. (Benefits) item T. Prescription Drug Benefit (Outpatient), Exclusions item 5.c. has been revised with the following:

5. Exclusions related to Prescription Drugs

- c. Over-the-Counter (OTC) medications and drugs for which there is a non-prescription equivalent available with the exception of approved OTC medications as determined by PIC's Pharmacy and Therapeutics Committee. Refer to the PIC Preferred Drug Listing for a list of Covered OTC medications.

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
(Continued page 6 of 7)**

Section IV. (Benefits) Exclusions item X. Smoking Cessation, item b. has been amended to read:

- b. Over-the-Counter (OTC) drugs, unless listed as a Covered OTC medication on the Preferred Drug Listing.

Section VII. Exclusions

The following exclusion have been amended to read:

AW. Exclusions relating to **Prescription Drugs:**

- 3. **Over-the-Counter (OTC) medications** and drugs for which there is a non-prescription equivalent available with the exception of approved OTC medications as determined by PIC's Pharmacy and Therapeutics Committee. Refer to the PIC Preferred Drug Listing for a list of Covered OTC medications.

Section XVII. Glossary of Terms:

The following definitions have been added:

MAINTENANCE MEDICATIONS means a medication taken regularly such as, on a daily or monthly basis in order to maintain the Member's health.

OVER-THE-COUNTER (OTC) means a drug for which a prescription is not normally needed.

**PRESBYTERIAN INSURANCE COMPANY
INDEMNITY LARGE GROUP
4-TIER PRESCRIPTION DRUG ENDORSEMENT
(Continued page 7 of 7)**

Section XVII. Glossary of Terms:

Effective 06/01/06, the following definition has been replaced with:

SPECIALTY PHARMACEUTICALS means

1. Oral or inhalation forms of Specialty Pharmaceuticals (deemed Part D by Medicare) are those which can be administered on a routine basis by a patient or family member at home. Oral or inhalation forms of Specialty Pharmaceuticals are subject to the Tier 4 Copayment and may be subject to Benefit Certification.
2. Self-administered Specialty Pharmaceuticals (deemed Part D by Medicare) are defined as those which are administered more often than once a month by a patient or family member at home, are administered subcutaneously or intramuscularly and considered safe for self-administration by PIC's Pharmacy and Therapeutics Committee. Self-administered Specialty Pharmaceuticals must be obtained through a designated specialty pharmacy vendor, are subject to the Tier 4 Copayment and may be subject to Benefit Certification.
3. Intravenous (IV) Specialty Pharmaceuticals (for example, those medications administered into the vein in conjunction with a physician office visit and deemed Part B by Medicare) are not considered self-administered Specialty Pharmaceuticals. Intravenous (IV) Specialty Pharmaceuticals are **not** subject to the Tier 4 Copayment and may be subject to Benefit Certification.

This listing is continually updated by PIC's Pharmacy and Therapeutics Committee. A copy of this listing is available on our website at www.phs.org or by calling PIC's Member Services Department at **(505) 923-6980** or toll-free at **1-800-923-6980** or TTY/TDD **(505) 923-5699**, TTY/TDD toll-free **(877) 298-7407** or visit our website at www.phs.org.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc., has caused this Group Subscriber Agreement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Vice President & Chief Financial Officer
Presbyterian Insurance Company, Inc.



PRESBYTERIAN

Offered by Presbyterian Insurance Company

**Presbyterian Insurance Company
LARGE & SMALL GROUP
Advantage Care Indemnity/Indemnity**

ENDORSEMENT REGARDING The Removal of the Transplant Lifetime Maximum

Effective 01/01/07

All terms, benefits, exclusions and provisions of the Group Subscriber Agreement and Schedule of Benefits not specifically amended by this Endorsement shall remain in full force and in effect.

Section IV. Benefits, item Y. (Transplants)] of the Group Subscriber Agreement - The following language has been deleted:

All transplant benefits, including travel, and Immunosuppressive medications are limited to a Lifetime Maximum Benefit of \$500,000.

Section VI. Limitations, item B. of the Group Subscriber Agreement - The following language has been deleted:

Total lifetime benefits per Member for any and all Organ transplants are limited to \$500,000.

The following language located in the Schedule of Benefits has been deleted:

MAXIMUM LIFETIME TRANSPLANT BENEFIT	\$500,000 (including Immunosuppressive drugs)	Not Covered
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Throughout the Schedule of Benefits, any reference to “Subject to Lifetime Transplant Maximum” has been deleted.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc. has caused this Group Subscriber Agreement Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.

Lisa Farrell
Vice President & Chief Financial Officer
Presbyterian Insurance Company, Inc.



PRESBYTERIAN

Offered by Presbyterian Insurance Company

**PIC Preferred Care
PIC Individual Care
PIC Advantage Care Group and Individual
PIC Conversion Plan**

ENDORSEMENT REGARDING Benefit Certification Requirement for MRI/CAT Scans

Effective 12/15/08

All terms, benefits, exclusions and provisions of the Subscriber Agreement and/or the Schedule of Benefits not specifically amended by this Endorsement shall remain in full force and in effect.

Section V. (Benefit Certification), item C. (What Services and Supplies Require Benefit Certification), of the Subscriber Agreement – Computed Axial Tomography (CAT) scans and Magnetic Resonance Imaging (MRI) tests have been added to the list requiring Benefit Certification and will be listed as follows:

C. What Services and Supplies Require Benefit Certification?

Computed Axial Tomography (CAT) Scans;
Magnetic Resonance Imaging (MRI) tests;

The following language located in the Schedule of Benefits has been amended to read as follows:

MEDICAL SERVICES – Outpatient
<ul style="list-style-type: none"> • PET⁽¹⁾/CAT⁽¹⁾ Scans

<ul style="list-style-type: none"> • Magnetic Resonance Imaging (MRI)⁽¹⁾ tests

⁽¹⁾ Benefit Certification may be required

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc. has caused this Subscriber Agreement Endorsement to be executed by a duly authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.

Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.

[MPC090836PIC]
PICEndoMRI-CAT_2008

Eff. 12/15/08

PRESBYTERIAN INSURANCE COMPANY, INC.

**ENDORSEMENT REGARDING
Replacement of the COMPLAINTS, GRIEVANCES and APPEALS Section**

**For the following plans:
PIC Advantage Care Group, Indemnity and Individual Plans
PIC Conversion Plan
PIC Indemnity Plans
PIC Individual Care Plans
PIC Preferred Care Plans
PIC PresMetro Plans**

Effective January 1, 2009

All terms, benefits, exclusions and provisions of the *Group Subscriber Agreement* or *Subscriber Agreement* not specifically amended by this Endorsement shall remain in full force and in effect.

COMPLAINTS, GRIEVANCES AND APPEALS Section has been replaced with the following:

COMPLAINTS, GRIEVANCES AND APPEALS

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

Overview

Many Grievances or problems can be handled informally by calling Presbyterian Insurance Company, Inc. (PIC) at **(505) 923-6980** or toll-free at **1-800-923-6980**, TTY users, call **1-877-298-7407** or visit our website at www.phs.org. The Managed Health Care Bureau of the New Mexico Insurance Division is also available to assist you with Grievances, questions or Complaints; call 1-888-4ASK-PRC (1-888-427-5772).

PIC has established written procedures for reviewing and resolving your Grievances and concerns. There are two different procedures, depending on the type of Grievance.

If your Grievance concerns a decision by PIC to deny, reduce or terminate a requested healthcare service on the grounds that it is either not a *covered* benefit or it is not Medically Necessary, the Grievance will be subject to the Adverse Determination Grievance Review Procedure. See "A" in this section.

Administrative Grievances: If your Grievance concerns any other action or inaction by PIC concerning any other aspect of PIC's health benefits plan, other than the request for healthcare services, including, but not limited to, administrative practices of the healthcare insurer that

affect the availability or delivery of healthcare services, claims payment, handling or reimbursement for healthcare services and terminations of *coverage*, then the Grievance will be subject to the Administrative Grievance Review Procedure. See “B” in this section.

Any Grievance may be submitted orally or in writing. If you make an oral Grievance, PIC’s Member Services will assist you to complete the required forms. Please be advised that PIC shall not take any retaliatory action against you for filing a Complaint.

You may request a copy and detailed written explanation of the Grievance procedures by calling PIC at **(505) 923-5644** or toll-free at **1-800-923-6980**. TTY users, call **1-877-298-7407**.

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

A. Adverse Determination Grievance Review Procedures

When you or your treating healthcare professional requests a healthcare service, PIC shall initially determine whether the requested healthcare service is a *covered* benefit by your health plan and is Medically Necessary within 24 hours where circumstances require an expedited review, and five working days for all other cases. If PIC’s initial review results in the denial, reduction or termination of the requested healthcare service, then PIC will notify you of the determination and will write or e-mail you with your right to request an internal review by PIC.

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

Presbyterian Insurance Company
Grievance Department
2501 Buena Vista Drive SE
Albuquerque, NM 87106
(505) 923-5644 or toll-free at **1-800-923-6980**
FAX (505) 923-5124
E-mail: gappeals@phs.org

You may also contact the Insurance Division’s Managed Health Care Bureau for assistance.

PIC’s internal Adverse Determination Appeal Review Procedures require an initial review by a PIC medical director then, if necessary, as second review by a medical panel. Both reviews must be completed within 72 hours when the circumstances require expedited review; or within twenty (20) working days for all cases in which the request for review is made prior to the service requested; and forty (40) working days for all cases that involve post-service reviews. An expedited review is conducted when it is determined your life or health could be in jeopardy, or your ability to regain maximum function would be jeopardized. Presbyterian will work with you if an extension is needed – ten (10) working days for pre-service cases and twenty (20) working days for post-services cases.

If PIC's medical director decides to uphold the denial, reduction or termination of the requested healthcare service, then PIC will notify you of the medical director's decision by telephone and mail, and will ask you whether you want a second review by a medical panel selected by the healthcare insurer.

If you indicate that you want a second review of your Appeal by a medical panel, then PIC will notify you of the date, time, and location of the medical panel review, and of your rights to participate in the review. No fewer than three (3) working days before the internal panel review, Presbyterian will provide you with a copy of your appeal file. Pertaining to the internal panel review, you have the right to:

- attend and participate in the internal panel review
- present your case to the internal panel
- submit any additional information before and at the internal panel review
- ask questions of any Presbyterian representative including the internal panel
- be assisted or represented by a person of your choice, including legal representation (at your expense)
- hire a specialist to participate in the internal panel hearing at your own expense, but the specialist may not participate in making the decision.

Once the internal panel has made their decision, you will be notified within twenty-four (24) hours by telephone, and in writing within one (1) working day of the telephone notice.

External Review by the Superintendent of Insurance: If you are dissatisfied with the results of the review of an adverse determination by PIC, you may request an external review by the Superintendent by filing a written request within twenty (20) working days from the date you receive PIC's decision. If you wish to supply supporting documentation or information subsequent to the filing for an external review, the time frames for external review shall be extended up to 90 days from the receipt of the complaint by the Superintendent of Insurance, or until you submit all supporting documents, whichever occurs first. You may file your request by:

1. Mail to the Superintendent of Insurance, Attention: Managed Health Care Bureau—External Review Request, New Mexico Public Regulation Commission, P.O. Box 1269, 1120 Paseo de Peralta, Santa Fe, New Mexico 87504-1269;
2. E-mail to the Superintendent of Insurance, Attention: Managed Health Care Bureau at mhcb.grievances@state.nm.us;
3. Fax to the Superintendent of Insurance, Attention Managed Health Care Bureau—External Review Request, at **(505) 827-4734**; or
4. Online by completing the NM PRC, Division of Insurance Complaint Form available at <http://www.nmprc.state.nm.us>.

You will need to provide a copy of the PIC decision, a fully executed release form authorizing the Superintendent to obtain any necessary medical records from PIC or other healthcare service Provider/Practitioner; and any other supporting documentation. If the grievance involves an experimental or investigational treatment adverse determination, provide a copy of your

provider's certification and recommendation. You may contact the Managed Health Care Bureau to assist you in this process.

B. Administrative Grievance Procedures

If you are dissatisfied with a decision, action or inaction of PIC regarding a matter that does not involve the denial, reduction or termination of a requested healthcare service, then you have the right to request, orally or in writing, that PIC internally review the matter. First, a PIC representative will review the Grievance and provide you with a written decision within fifteen (15) working days from receipt of the Grievance.

If you are dissatisfied with this decision, you may file a written request for reconsideration by PIC. PIC will appoint a reconsideration committee, consisting of one or more employees of the plan who were not involved in the initial decision, to review the Grievance and will schedule a hearing. PIC will notify you of the date, time and location of the hearing and your rights in this process within ten (10) working days after your hearing request is received. The reconsideration committee hearing will be held within fifteen (15) working days after your hearing request is received. PIC will mail you a written decision within seven (7) working days after the hearing.

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

- attend and participate in the reconsideration committee review
- present your case to the internal panel
- submit any additional information before and at the reconsideration committee review
- ask questions of any Presbyterian representative including the internal panel
- be assisted or represented at your expense by a person of your choice

You will be mailed a written decision within seven (7) working days after the reconsideration committee hearing. Your written decision will include:

- the names, titles and qualifications of the reconsideration committee panel
- the committee's statement of the issues involved in your administrative grievance
- an explanation of the rationale of the committee's decision
- references to the evidence or documentation used to make the decision
- a statement that the initial decision will be binding unless you submit a request for an external review by the Superintendent within twenty (20) working days of receipt of the reconsideration decision
- instructions on how to submit to the Superintendent including address and phone number

External Review by the Superintendent of Insurance: If you are dissatisfied with the results of the review by PIC's reconsideration committee, you may request an external review by the Superintendent by filing a written request within twenty (20) working days from the date you receive PIC's decision. If you wish to supply supporting documents or information subsequent to the filing of the request for external review, the time frames for external review shall be extended up to 90 days from receipt of the complaint form by

the Superintendent of Insurance, or until you submit all supporting documents, whichever comes first. You may file your request by:

1. Mail to the Superintendent of Insurance, Attention: Managed Health Care Bureau— External Review Request, New Mexico Public Regulation Commission, P.O. Box 1269, 1120 Paseo de Peralta, Santa Fe, New Mexico 87504-1269;
2. E-mail to the Superintendent of Insurance, Attention: Managed Health Care Bureau at mhcb.grievances@state.nm.us; or
3. Fax to the Superintendent of Insurance, Attention Managed Health Care Bureau— External Review Request, at **(505) 827-4734**; or
4. Online by completing the NM PRC, Division of Insurance Complaint Form available at <http://www.nmprc.state.nm.us>.

C. Retaliatory Action

In accordance with the Patient Protection Act, and the New Mexico Administrative Code's Grievance Procedures Rule (NMAC 13.10.17.9), PIC cannot take retaliatory action against you for filing a Grievance under this health benefits plan.

BENEFIT CERTIFICATION Section has added the following:

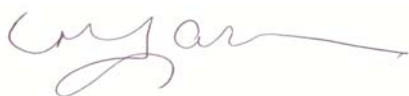
C. What Services and Supplies Require Benefit Certification? Paragraph 2.

If a request for a Benefit Certification is made and not approved, PIC will notify a member and the requesting provider of the adverse determination by telephone (or as required by the medical exigencies of the case), within twenty-four (24) hours after making the determination. PIC will also notify the member and provider of the adverse determination by written or electronic communication sent within one (1) working day of a telephone notice.

Please see "Complaints, Grievances and Appeals" section for information regarding the request for internal review of any adverse determinations made by PIC.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc., has caused this *Group Subscriber Agreement or Subscriber Agreement Endorsement* to be executed by a duly-authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.



Offered by Presbyterian Insurance Company, Inc.

**Advantage Care Group, Indemnity
PIC Indemnity Plans
PIC Preferred Care Plans**

ENDORSEMENT REGARDING –Children’s Health Insurance Program Reauthorization Act (CHIPRA) Special Enrollment

Effective April 1, 2009

All terms, benefits, exclusions and provisions of the *Group Subscriber Agreement* and/or *Schedule of Benefits* not specifically amended by this *Endorsement* shall remain in full force and in effect.

Children’s Health Insurance Program Reauthorization Act (CHIPRA) Enrollment

The following changes were made to your *Group Subscriber Agreement*:

In the *Eligibility, Enrollment and Effective Dates* Section, under “Special Enrollment” the following has been added:

3. CHIPRA (in accordance with provisions as currently may be defined under federal law)
 - a. An employee, who chose not to enroll in PIC for self and/or dependent(s) during a previous enrollment period because they were covered under a state Medicaid or Children’s Health Insurance Program (CHIP) plan and such coverage terminated due to a loss of eligibility, may request coverage for self and/or any affected eligible Dependent(s) if the Dependent is eligible and was not enrolled within 60 days of the date Medicaid or CHIP coverage terminated.
 - b. An employee, who chose not to enroll in PIC for self and/or dependent(s) during a previous enrollment period and has become eligible for group health premium assistance under State Medicaid or State CHIP, may request coverage for self and/or eligible Dependent(s) if the Dependent is eligible and was not enrolled within 60 days of becoming eligible.
 - c. If you apply within 60 days of the date Medicaid or CHIP coverage is terminated or within 60 days of the date the employee is determined to be eligible for employment assistance under a state Medicaid or CHIP plan, coverage will start no later than the first day of the month following receipt of your enrollment request.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc., has caused this *Group Subscriber Agreement* and/or *Schedule of Benefits* Endorsement to be executed by a duly-authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.

A handwritten signature in cursive script, appearing to read "Lisa Farrell", is written over a horizontal line.

Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.



Offered by Presbyterian Insurance Company, Inc.

**PIC Advantage Care Group, Indemnity and Individual Plans
PIC Conversion
PIC Indemnity Plans
PIC Individual Care Plans
PIC Preferred Care Plans
PIC PresMetro Plans
PIC PresSolo Plans**

ENDORSEMENT REGARDING – Cancer Clinical Trials Benefit Enhancements

Effective July 1, 2009

All terms, benefits, exclusions and provisions of the *Group Subscriber Agreement* and/or *Schedule of Benefits* not specifically amended by this *Endorsement* shall remain in full force and in effect.

Coverage for Cancer Clinical Trials will follow the guidance set forth in Senate Bill 24. As such, the following changes are made to your Group Subscriber Agreement:

- A. Where “Cancer Clinical Trials” is listed in the Benefits section, the Limitations and Exclusions section, and the Glossary delete the words “phase I, II, III or IV.”
- B. Also, in the Benefits section and Glossary, the definition of Cancer Clinical Trials, “routine costs” now reads as follows:

Routine patient care costs are Covered for Members in a Cancer Clinical Trial if:

- a. The Cancer Clinical Trial is undertaken for the purposes of the **prevention of or the prevention of reoccurrence, early detection, or treatment of cancer for which no equally or more effective standard cancer treatment exists.**
- b. The Cancer Clinical Trial is not designed exclusively to test toxicity or disease pathophysiology and it has a therapeutic intent.
- c. The Cancer Clinical Trial is being provided **in New Mexico** as part of a scientific study of a new therapy or intervention.
- d. There is not a non-Investigational treatment equivalent to the Cancer Clinical Trial.
- e. There is a reasonable expectation shown in clinical or pre-clinical data that the Cancer Clinical Trial will be at least as efficacious as any non-Investigational alternative.
- f. **There is a reasonable expectation based on clinical data that the medical treatment provided in the Cancer Clinical Trial will be at least as effective as any other medical treatment.**
- g. **Pursuant to the patient informed consent, Presbyterian is not liable for damages associated with the treatment provided during any phase of a Cancer Clinical Trail.**

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc., has caused this *Group Subscriber Agreement* and/or *Schedule of Benefits* Endorsement to be executed by a duly-authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.

A handwritten signature in cursive script, appearing to read "L. Farrell", written in black ink.

Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.



Offered by Presbyterian Insurance Company, Inc.

**Indemnity Plan
(IIT10000)**

**ENDORSEMENT REGARDING – Autism Spectrum Disorder Diagnosis and Treatment
Benefit**

Effective July 1, 2009

All terms, benefits, exclusions and provisions of the *Group Subscriber Agreement* and/or *Schedule of Benefits* not specifically amended by this *Endorsement* shall remain in full force and in effect.

Coverage for Autism Spectrum Disorder Diagnosis and Treatment in accordance with Senate Bill 39. As such, the following changes are made to the respective *Schedules of Benefits* and *Group Subscriber Agreements*:

A. Under the Benefits section, the following is added:

Autism Spectrum Disorder

The diagnosis and treatment for Autism Spectrum Disorder is covered for children, from birth to age nineteen (19) (or up to age twenty-two (22) if enrolled in high school) in accordance with state mandates (Senate Bill 39) as follows:

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

These services are only covered when a treatment plan is provided to Presbyterian Insurance Company's Health Services Department prior to services being obtained. The Health Services Department will review the treatment plans in accordance with Senate Bill 39.

Autism Spectrum Disorder Services must be provided by Providers/Practitioners who are certified, registered or licensed to provide these services. Applied Behavioral Analysis (ABA) and other Autism Spectrum Disorder services may require Benefit Certification prior to being provided. If Benefit Certification is not obtained when required, the claim may be denied.

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

B. Under Benefits, Rehabilitation and Therapy, Long Term Therapy, delete the word "autism" in the second sentence.

C. Under the Glossary, please add the following:

Autism Spectrum Disorder – means a condition that meets the diagnostic criteria for the pervasive development disorders published in the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, including Autistic Disorder; Asperger’s Disorder; Pervasive Development Disorder not otherwise specified; Rett’s Disorder; and Childhood Disintegrative Disorder.

D. The following benefit information is added to the *Schedule of Benefits*:

Benefits and Coverage	Plan Limits
MAXIMUM LIFETIME BENEFIT (Does not include Family, Infant and Toddler (FIT) Program services and Autism Spectrum Disorder)	\$5 million in-network and out-of-network combined


Benefits and Coverage	Plan Limits
Autism Spectrum Disorder Diagnosis and Treatment Maximum Lifetime Benefit	\$200,000 per member per lifetime (Does not apply to Plan Lifetime Maximum.) Beginning January 1, 2011, the maximum benefit shall be adjusted manually on January 1 to reflect any change from the previous year in the medical component of the then-current consumer price index for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor.

Benefits and Coverage	Coinsurance
Autism Spectrum Disorder ⁽¹⁾ Treatment through or provided by: Non-specialist Specialist Outpatient Physical Therapy Outpatient Occupational Therapy Outpatient Speech Therapy Applied Behavioral Analysis (ABA) ⁽¹⁾ Diagnosis and Treatment for all children up to age 19 or up to age 22 if still attending high school	20% 20% 20% 20% 20% 20% Up to \$36,000 per member per Calendar Year Not applicable to other Annual Limits

⁽¹⁾ Benefit Certification may be required.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc., has caused this *Group Subscriber Agreement* and/or *Schedule of Benefits* Endorsement to be executed by a duly-authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.



Lisa Farrell
Treasurer

Presbyterian Insurance Company, Inc.
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PRESBYTERIAN

Offered by Presbyterian Insurance Company

**Preferred Care Plans
Advantage Care Plans
Indemnity Plans**

**ENDORSEMENT REGARDING:
Changes to the EFFECT OF OTHER COVERAGE Section**

Effective January 1, 2010

All terms, benefits, exclusions and provisions of the *Group Subscriber Agreement* not specifically amended by this Endorsement shall remain in full force and in effect.

In Section X. (Effect of Other Coverage), the “Explanation Box” has been amended and reads as follows:

EFFECT OF OTHER COVERAGE

Some Members may have medical Coverage through other health benefit plans. This Section explains how Presbyterian Insurance Company, Inc. (PIC) coordinates these benefits along with your PIC Coverage.

Item A. (Coordination of Benefits), 2. g. has been added:

- g. If a Member is Covered under a motor vehicle or homeowners insurance policy which provides benefits for medical expenses resulting from a motor vehicle accident or accident in the Member’s own home, the Member shall not be entitled to benefits under this Agreement for injuries arising out of such accident to the extent they are Covered by their motor vehicle or home owner’s insurance policy. If such benefits have been provided by PIC, PIC shall have the right to recover any benefits provided from the Member or from the motor vehicle or homeowner’s insurance to the extent they are available under the motor vehicle or homeowner’s insurance policy.

Item D. (Med-Pay (Motor Vehicle, Homeowners Policies) has been deleted.

IN WITNESS THEREOF, Presbyterian Insurance Company, Inc. has caused this *Group Subscriber Agreement* Endorsement to be executed by a duly-authorized agent.

PRESBYTERIAN INSURANCE COMPANY, INC.

Lisa Farrell
Treasurer
Presbyterian Insurance Company, Inc.