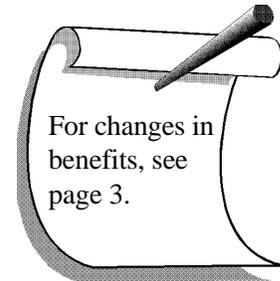


A Health Maintenance Organization



**Serving:** Dallas/Ft. Worth Area, East Texas, West Texas and Amarillo Area.  
Enrollment in this Plan is limited; see page 3 for requirements.

**Enrollment code:**  
**V21 Self Only**  
**V22 Self and Family**



This plan has full accreditation  
from the NCQA. See the *2000 Guide*  
for more information on NCQA.

Visit the OPM website at <http://www.opm.gov/insure>  
and  
Visit this Plan's Website at <http://www.txnylcare.com>

Authorized for distribution by the:



UNITED STATES OFFICE OF  
PERSONNEL MANAGEMENT  
RETIREMENT AND INSURANCE SERVICE



---

**Table of Contents**

**Page**

---

Introduction..... 2

Plain language..... 2

How to use this brochure..... 2

Section 1. Health Maintenance Organizations..... 3

Section 2. How we change for 2000..... 3

Section 3. How to get benefits..... 4

Section 4. What to do if we deny your claim or request for service ..... 6

Section 5. Benefits..... 8-15

Section 6. General exclusions – Things we don’t cover ..... 16

Section 7. Limitations – Rules that affect your benefits..... 16-17

Section 8. FEHB FACTS ..... 18-19

Department of Defense/FEHB Demonstration Project..... 22-23

Inspector General Advisory: Stop Healthcare Fraud! ..... 23

Summary of benefits..... 24

Premiums ..... 25

## Introduction

---

*NYLCare Health Plans of the Southwest, Inc.*  
4500 Fuller Drive  
Irving, TX 75038  
800-486-3040

This brochure describes the benefits you can receive from NYLCare Southwest HMO under its contract (CS 2087) with the Office of Personnel Management (OPM), as authorized by the Federal Employees Health Benefits (FEHB) law. This brochure is the official statement of benefits on which you can rely. A person enrolled in this Plan is entitled to the benefits described in this brochure. If you are enrolled for Self and Family coverage, each eligible family member is also entitled to these benefits.

OPM negotiates benefits and premiums with each plan annually. Benefit changes are effective January 1, 2000, and are shown on page 3. Premiums are listed at the end of this brochure.

---

## Plain language

---

The President and Vice President are making the Government's communication more responsive, accessible, and understandable to the public by requiring agencies to use plain language. Health plan representatives and Office of Personnel Management staff have worked cooperatively to make portions of this brochure clearer. In it you will find common, everyday words, except for necessary technical terms; "you" and other personal pronouns; active voice; and short sentences.

We refer to NYLCare Southwest HMO as "this Plan" throughout this brochure even though in other legal documents, you will see a plan referred to as a carrier.

These changes do not affect the benefits or services we provide. We have rewritten this brochure only to make it more understandable.

We have not re-written the Benefits section of this brochure. You will find new benefits language next year.

---

## How To Use This Brochure

---

This brochure has eight sections. Each section has important information you should read. If you want to compare this Plan's benefits with benefits from other FEHB plans, you will find that the brochures have the same format and similar information to make comparisons easier.

1. **Health Maintenance Organizations (HMO).** This Plan is an HMO. Turn to this section for a brief description of HMOs and how they work.
2. **How we change for 2000.** If you are a current member and want to see how we have changed, read this section.
3. **How to get benefits.** Make sure you read this section; it tells you how to get services and how we operate.
4. **What to do if we deny your claim or request for service.** This section tells you what to do if you disagree with our decision not to pay for your claim or to deny your request for a service.
5. **Benefits.** Look here to see the benefits we will provide as well as specific exclusions and limitations. You will also find information about non-FEHB benefits.
6. **General exclusions – Things we don't cover.** Look here to see benefits that we will not provide.
7. **Limitations – Rules that affect your benefits.** This section describes limits that can affect your benefits.
8. **FEHB FACTS.** Read this for information about the Federal Employees Health Benefits (FEHB) Program.

## **Section 1. Health Maintenance Organizations**

---

Health maintenance organizations (HMOs) are health plans that require you to see Plan providers: specific physicians, hospitals and other providers that contract with us. These providers coordinate your health care services. The care you receive includes preventative care such as routine office visits, physical exams, well-baby care and shots, as well as treatment for illness and injury.

When you receive services from our providers, you will not have to submit claim forms or pay bills. However, you must pay copayments and coinsurance listed in this brochure. When you receive emergency services you may have to submit claim forms.

You should join an HMO because you prefer the plan's benefits, not because a particular provider is available. You cannot change plans because a provider leaves our Plan. We cannot guarantee that any one physician, hospital, or other provider will be available and/or remain under contract with us. Our providers follow generally accepted medical practice when prescribing any course of treatment.

---

## **Section 2. How we change for 2000**

---

### **Program-wide changes**

To keep your premiums as low as possible OPM has set a minimum copay of \$10 for all primary care office visits.

This year, you have a right to more information about this Plan, care management, our networks, facilities, and providers.

If you have a chronic or disabling condition, and your provider leaves the Plan at our request, you may continue to see your specialist for up to 90 days. If your provider leaves the Plan and you are in the second or third trimester of pregnancy, you may be able to continue seeing your OB/GYN until the end of your postpartum care. You have similar rights if this Plan leaves the FEHB program.

You may review and obtain copies of your medical records on request. You may ask that a physician amend a record that is not accurate, relevant, or complete. If the physician does not amend your record, you may add a brief statement to the record.

If you are over age 50, all FEHB plans will cover a screening sigmoidoscopy every five years. This screening is for colorectal cancer.

### **Changes to this Plan**

Administration of Blood and Blood derivatives are covered in hospital, including blood processing.

Your share of the non-postal premium will increase by 11.6% for Self Only and 11.3% for Self and Family.

### **Section 3. How to get benefits**

---

**What is this Plan's service area?**

To enroll with us, you must live or work in our service area. This is where our providers practice. Our service area is: Dallas / Fort Worth Area, East Texas, West Texas and Amarillo area.

You may also enroll with us if you live or work in the following places:

The Texas counties of: Anderson, Bowie, Bosque, Brown, Camp, Cass, Coke, Coleman, Collin, Comanche, Concho, Cooke, Dallas, Delta, Denton, Ellis, Erath, Fannin, Franklin, Freestone, Grayson, Gregg, Harrison, Henderson, Hill, Hood, Hopkins, Hunt, Irion, Jack, Johnson, Kaufman, Lamar, Marion, Menard, Montague, Morris, Navarro, Palo Pinto, Panola, Parker, Potter, Rains, Randall, Red River, Rockwall, Runnels, Rusk, Schleicher, Smith, Somervell, Sterling, Tarrant, Titus, Tom Green, Upshur, Van Zandt, Wise and Wood.

Ordinarily, you must get your care from providers who contract with us. If you receive care outside our service area, we will pay only for emergency care. We will not pay for any other health care services.

If you or a covered family member move outside of our service area, you can enroll in another plan. If your dependents live out of the area (for example, if your child goes to college in another state), you should consider enrolling in a fee-for-service plan or an HMO that has agreements with affiliates in other areas. If you or a family member move, you do not have to wait until Open Season to change plans. Contact your employing or retirement office.

**How much do I pay for services?**

You must share the cost of some services. This is called either a copayment (a set dollar amount) or coinsurance (a set percent of charges). Please remember you must pay this amount when you receive services.

After you pay \$650 in copayments or coinsurance for one family member, or \$1,500 per family, you do not have to make any further payments for certain services for the rest of the year. This is called a catastrophic limit. However, copayments or coinsurance for your prescription drugs, dental services, vision, and inpatient mental health do not count toward these limits and you must continue to make these payments.

Be sure to keep accurate records of your copayments and coinsurance, since you are responsible for informing us when you reach the limits.

**Do I have to submit claims?**

You normally won't have to submit claims to us unless you receive emergency services from a provider who doesn't contract with us. If you file a claim, please send us all of the documents for your claim as soon as possible. You must submit claims by December 31 of the year after the year you received the service. Either OPM or we can extend this deadline if you show that circumstances beyond your control prevented you from filing on time.

**Who provides my health care?**

The first and most important decision each member must make is the selection of a primary care physician. The decision is important since it is through this doctor that all other health services, particularly those of specialists, are obtained. It is the responsibility of your primary care physician to obtain any necessary authorizations from the Plan before referring you to a specialist or making arrangements for hospitalization. Services of other providers are covered only when there has been a referral by the member's primary care physician with the following exceptions: a woman may see her Plan gynecologist for all covered gynecological care. Also, dental services from a Plan dentist do not require a referral from the primary care physician, except for services relating to the accidental injury benefits.

**What do I do if my primary care physician leaves the Plan?**

Call us. We will help you select a new one.

**What do I do if I need to go into the hospital?**

Talk to your Plan physician. If you need to be hospitalized, your primary care physician or specialist will make the necessary hospital arrangements and supervise your care.

**What do I do if I'm in the hospital when I join this Plan?**

First, call our customer service department at 800-486-3040 or 972-791-3910. If you are new to the FEHB Program, we will arrange for you to receive care. If you are currently in the FEHB Program and are switching to us, your former plan will pay for the hospital stay until:

- You are discharged, not merely moved to an alternative care center, or
- The day your benefits from your former plan run out, or
- The 92nd day after you became a member of this Plan; whichever happens first.

These provisions only apply to the person who is hospitalized.

**How do I get specialty care?**

Your primary care physician will arrange your referral to a specialist.

If you need to see a specialist frequently because of a chronic, complex, or serious medical condition, your primary care physician will develop a treatment plan that allows you to see your specialist for a certain number of visits without additional referrals. Your primary care physician will use our criteria when creating your treatment plan. *The physician may have to get an authorization, or approval, beforehand.*

**What do I do if I am seeing a specialist when I enroll?**

Your primary care physician will decide what treatment you need. If they decide to refer you to a specialist, ask if you can see your current specialist. If your current specialist does not participate with us, you must receive treatment from a specialist who does. Generally, we will not pay for you to see a specialist who does not participate with our Plan.

**What do I do if my specialist leaves the Plan?**

Call your primary care physician, who will arrange for you to see another specialist. You may receive services from your current specialist until we can make arrangements for you to see someone else.

**But, what if I have a serious illness and my provider leaves the Plan or this Plan leaves the Program?**

Please contact us if you believe your condition is chronic or disabling. You may be able to continue seeing your provider for up to 90 days after we notify you that we are terminating our contract with the provider (unless the termination is for cause). If you are in the second or third trimester of pregnancy, you may continue to see your OB/GYN until the end of your postpartum care.

You may also be able to continue seeing your provider if your plan drops out of the FEHB Program and you enroll in a new FEHB plan. Contact the new plan and explain that you have a serious or chronic condition, or are in your second or third trimester. Your new plan will pay for or provide your care for up to 90 days after you receive notice that your prior plan is leaving the FEHB Program. If you are in your second or third trimester, your new plan will pay for the OB/GYN care you receive from your current provider until the end of your postpartum care.

**How do you authorize medical services?**

Your physician must get our approval before sending you to a hospital, referring you to a specialist, or recommending follow-up care. Before giving approval, we consider if the service is medically necessary, and if it follows generally accepted medical practice.

**How do you decide if a service is experimental or investigational?**

We consider a drug, device, procedure or treatment to be experimental if:

- There are insufficient outcomes data available from controlled clinical trials published in peer-reviewed literature to substantiate its safety and effectiveness for the disease or injury involved; or
- Approval has not been granted for marketing if required by the FDA; or
- A recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental, investigational or for research purposes; or
- Written protocol(s) used by the treating facility, or the protocols of any other facility studying substantially the same drug, device, procedure or treatment, or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure or treatment states that it is experimental, investigational, or for research purposes.
- Our coverage policy excludes procedures that are experimental or investigational. However, we have also developed a policy and process for handling issues involving the use of experimental/investigational procedures in terminally ill patients.

---

## Section 4. What to do if we deny your claim or request for service

---

If we deny services or won't pay your claim, you may ask us to reconsider our decision. Your request must:

1. Be in writing,
2. Refer to specific brochure wording in explaining why you believe our decision is wrong; and
3. Be made within six months from the date of our initial denial or refusal. We may extend this time limit if you show that you were unable to make a timely request due to reasons beyond your control.

We have 30 days from the date we receive your reconsideration request to:

1. Maintain our denial in writing;
2. Pay the claim;
3. Arrange for a health care provider to give you the service; or
4. Ask for more information

If we ask your medical provider for more information, we will send you a copy of our request. We must make a decision within 30 days after we receive the additional information. If we do not receive the requested information within 60 days, we will make our decision based on the information we already have.

**When may I ask OPM to review a denial?** You may ask OPM to review the denial after you ask us to reconsider our initial denial or refusal. OPM will determine if we correctly applied the terms of our contract when we denied your claim or request for service.

**What if I have a serious or life-threatening condition and you haven't responded to my request for service?** Call us (800-486-3040) and we will expedite our review.

**What if you have denied my request for care and my condition is serious or life threatening?** If we expedite our review due to a serious medical condition and deny your claim, we will inform OPM so that they can give your claim expedited treatment too. Alternatively, you can call OPM's health benefits Division IV at 202-606-0737 between 8a.m. and 5 p.m. Serious or life-threatening conditions are ones that my cause permanent loss of bodily functions or death if they are not treated as soon as possible.

**Are there other time limits?** You must write to OPM and ask them to review our decision within 90 days after we uphold our initial denial or refusal of service. You may also ask OPM to review your claim if:

1. We do not answer your request within 30 days. In this case, OPM must receive your request within 120 days of the date you asked us to reconsider your claim.
2. You provided us with additional information we asked for, and we do not answer within 30 days. In this case, OPM must receive your request within 120 days of the date we asked you for additional information.

**What do I send to OPM?**

Your request must be complete, or OPM will return it to you. You must send the following information:

1. A statement about why you believe our decision is wrong, based on specific benefit provisions in this brochure;
2. Copies of documents that support your claim, such as physicians' letters, operative reports, bills, medical records, and explanation of benefits (EOB) forms;
3. Copies of all letters you sent us about the claim;
4. Copies of all letters we sent you about the claim; and
5. Your daytime phone number and the best time to call.

If you want OPM to review different claims, you must clearly identify which documents apply to which claim.

**Who can make the request?**

Those who have a legal right to file a disputed claim with OPM are:

1. Anyone enrolled in the Plan;
2. The estate of a person once enrolled in the Plan; and
3. Medical providers, legal counsel, and other interested parties who are acting as the enrolled person's representative. They must send a copy of the person's specific written consent with the review request.

**Where should I mail my disputed claim to OPM?**

Send your request for review to: Office of Personnel Management, Office of Insurance Programs, Contract Division IV, P.O. Box 436, Washington, D.C. 20044.

**What if OPM upholds the Plan's denial?**

OPM's decision is final. There are no other administrative appeals. If OPM agrees with our decision, your only recourse is to sue.

If you decide to sue, you must file the suit against OPM in Federal court by December 31 of the third year after the year in which you received the disputed services or supplies.

**What laws apply if I file a lawsuit?**

Federal law governs your lawsuit, benefits, and payment of benefits. The Federal court will base its review on the record that was before OPM when OPM made its decision on your claim. You may recover only the amount of benefits in dispute.

You (or a person acting on your behalf) may not sue to recover benefits on a claim for treatment, services, supplies, or drugs covered by us until you have completed the OPM review procedure described above.

**Your records and the Privacy Act**

Chapter 89 of title 5, United States Code allows OPM to use the information it collects from you and us to determine if our denial of your claim is correct. The information OPM collects during the review process becomes a permanent part of your disputed claims file, and is subject to the provisions of the Freedom of Information Act and the Privacy Act. OPM may disclose this information to support the disputed claim decision. If you file a lawsuit, this information will become part of the court record.

---

## Section 5. Benefits

---

### Medical and Surgical Benefits

---

#### What is Covered

A comprehensive range of preventive, diagnostic and treatment services is provided by Plan doctors and other Plan providers. This includes all necessary office visits; **you pay** a \$10 office visit copay, but no additional copay for laboratory tests and X-rays; no charge for well baby visits, routine immunizations and boosters, a female enrollee's well-woman exam, and health assessments. Within the Service Area, house calls will be provided if in the judgment of the Plan doctor such care is necessary and appropriate; **you pay** a \$10 copay for a doctor's house call or home visits by nurses and health aides.

The following services are included and are subject to the office visit copay unless stated otherwise:

- Preventive care, including well-baby care and periodic check-ups
- Mammograms are covered as follows: for women age 35 through age 39, one mammogram during these five years; for women age 40 through 49, one mammogram every one or two years; for women age 50 through 64, one mammogram every year; and for women age 65 and above, one mammogram every two years. In addition to routine screening, mammograms are covered when prescribed by the doctor as medically necessary to diagnose or treat your illness.
- Routine immunizations and boosters
- Consultations by specialists
- Diagnostic procedures, such as laboratory tests and X-rays delivery.
- Complete obstetrical (maternity) care for all covered females, including prenatal, delivery and postnatal care by a Plan doctor. The mother, at her option, may remain in the hospital up to 48 hours after a regular delivery and 96 hours after a cesarean terminated during pregnancy, benefits will not be provided after coverage under the Plan has ended. Ordinary nursery care of the newborn child during the covered portion of the mother's hospital confinement for maternity will be covered under either a Self Only or Self and Family enrollment; other care of the infant requiring definitive treatment will be covered only if the infant is covered under a Self and Family enrollment.
- Voluntary sterilization and family planning services; **you pay** a \$25 copay for elective tubal ligation or vasectomy procedures in addition to the office visit or hospital copayment. **You pay** \$25 for the insertion and/ or removal of IUD and diaphragm.
- Diagnosis and treatment of diseases of the eye
- Allergy testing and treatment, including testing and treatment materials such as allergy serum, is provided; **you pay** a \$25 copay for each test session.
- The insertion of internal prosthetic devices, such as pacemakers and artificial joints
- External breast prosthesis and surgical bras after a mastectomy
- Cornea, heart, kidney, liver, single lung, double lung, heart/ lung, and pancreas transplants; allogeneic (donor) bone marrow transplants; autologous bone marrow transplants (autologous stem cell and peripheral stem cell support) for acute lymphocytic or non-lymphocytic leukemia; advanced Hodgkin's lymphoma; advanced non-Hodgkin's lymphoma; advanced neuroblastoma; testicular, mediastinal, retroperitoneal and ovarian germ cell tumors; breast cancer; multiple myeloma; and epithelial ovarian cancer. Related medical and hospital expenses of the donor are covered when the recipient is covered by the Plan.
- Women who undergo mastectomies may, at their option, have this procedure performed on an inpatient basis and remain in the hospital up to 48 hours after the procedure.
- Dialysis
- Durable medical equipment, such as standard wheelchairs and hospital beds are rented or purchased at the Plan's option; you pay nothing. The repair, replacement, or maintenance of durable medical equipment is not covered.
- Chemotherapy, radiation therapy, and inhalation therapy
- Surgical treatment of morbid obesity
- Home health services of nurses and health aides, when prescribed by your Plan doctor, who will periodically review the program for continuing appropriateness and need
- All necessary medical or surgical care in a hospital or extended care facility from Plan doctors and other Plan providers, at no additional cost to you.
- Rehabilitative Therapy
- External breast prosthesis and surgical bras after a mastectomy

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

### Limited benefits

<b>Oral and maxillofacial surgery</b>	Provided for non-dental surgical and hospitalization procedures for congenital defects, such as cleft lip and cleft palate, and for medical or surgical procedures occurring within or adjacent to the oral cavity or sinuses including, but not limited to, treatment of fractures and excision of tumors and cysts. All other procedures involving the teeth or intra-oral areas surrounding the teeth are not covered, including shortening of the mandible or maxillae for cosmetic purposes, correction of malocclusion, and any dental care involved in treatment of temporomandibular joint (TMJ) pain dysfunction syndrome.
<b>Reconstructive surgery</b>	Provided to correct a condition resulting from a functional defect or from an injury or surgery that has produced a major effect on the member's appearance and if the condition can reasonably be expected to be corrected by such surgery.
<b>Prosthetic devices</b>	Prosthetic devices, such as artificial limbs and external lenses following cataract removal, are covered for the initial device only. Repair and periodic maintenance are excluded. Replacements are not covered unless due to the physical growth of a child. <b>You pay</b> nothing.
<b>Diagnosis and treatment of infertility</b>	Diagnosis and treatment of infertility is covered; <b>you pay</b> \$10 per visit. The following types of artificial insemination are covered: intravaginal insemination (IVI); intracervical insemination (ICI); and intrauterine insemination (IUI); artificial insemination is covered only when using the patient's spouse's sperm; <b>you pay</b> 50% of charges for each artificial insemination service. The cost of donor sperm is not covered; fertility drugs are not covered. Other assisted reproductive technology (ART) procedures such as in vitro fertilization and embryo transfer are not covered.
<b>Cardiac rehabilitation</b>	Cardiac rehabilitation following a heart transplant, bypass surgery or a myocardial infarction is covered; <b>you pay</b> a \$10 copay for each outpatient session.
<b>Hearing aids</b>	Hearing aids are covered following diagnosis of hearing deficiencies when ordered by a Plan doctor, including audiometry, initial placement of necessary hearing aid device( s), one (1) audiogram per year, if needed, and replacement of the hearing aid device(s) every four (4) years if medically necessary (up to \$800 max per unit). <b>You pay</b> nothing.
<b>Diabetic Supplies</b>	<b>Diabetic Supplies at local Participating Pharmacy:</b> Lifescan, Inc. One Touch glucose monitor. <b>You pay</b> , nothing (1 every 5 years); Blood and urine test strips (30 day supply for Lifescan, Inc. One Touch monitor only). <b>You pay</b> a \$10 copay; Lancets (30 day supply). <b>You pay</b> a \$10 copay; Lancet devices (1 per year). <b>You pay</b> a \$10 copay; Injection aids (1 per year). <b>You pay</b> a \$10 copay. <i>Mail Service Pharmacy:</i> Blood and urine test strips (90 day supply for Lifescan monitor only). <b>You pay</b> a \$10 copay; Lancets (90 day supply). <b>You pay</b> \$10 copay.

### What is not covered

- Physical examinations that are not necessary for medical reasons, such as those required for obtaining or continuing employment or insurance, attending school or camp, or travel
- Reversal of voluntary, surgically-induced sterility
- Surgery primarily for cosmetic purposes
- Homemaker services
- Orthopedic devices, such as braces, and foot orthotics
- Refractions and eye exercises
- Corrective eyeglasses and frames or contact lenses (including the fitting of the lenses)
- Mechanical organ replacement devices

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

---

## Hospital/Extended Care Benefits

---

### What is covered

#### Hospital care

The Plan provides a comprehensive range of benefits with no dollar or day limit when you are hospitalized under the care of a Plan doctor. **You pay** a \$275 copay per admission and a \$100 copay per outpatient surgical visit up to annual copay maximum. **All necessary services are covered**, including:

Semiprivate room accommodations; when a Plan doctor determines it is medically necessary, the doctor may prescribe private accommodations or private duty nursing care

Specialized care units, such as intensive care or cardiac care units

#### Extended care

The Plan provides a comprehensive range of benefits for up to 60 consecutive days per medical condition when full-time skilled nursing care is necessary and confinement in a skilled nursing facility is medically appropriate as determined by a Plan doctor and approved by the Plan. **You pay** a \$25 copay per day up to annual copay maximum. **All necessary services are covered**, including:

- Bed, board and general nursing care
- Drugs, biologicals, supplies, and equipment ordinarily provided or arranged by the skilled nursing facility when prescribed by a Plan doctor.

#### Hospice care

Supportive and palliative care for a terminally ill member is covered in the home or hospice facility. Services include inpatient and outpatient care, and family counseling; these services are provided under the direction of a Plan doctor who certifies that the patient is in the terminal stages of illness, with a life expectancy of approximately six months or less.

#### Ambulance service

Benefits are provided for ambulance transportation ordered or authorized by a Plan doctor. **You pay** a \$25 copay per service.

### Limited benefits

#### Inpatient dental procedures

Hospitalization for certain dental procedures is covered when a Plan doctor determines there is a need for hospitalization for reasons totally unrelated to the dental procedure; the Plan will cover the hospitalization, but not the cost of the professional dental services. Conditions for which hospitalization would be covered include hemophilia and heart disease; the need for anesthesia, by itself, is not such a condition.

#### Acute inpatient detoxification

Hospitalization for medical treatment of substance abuse is limited to emergency care, diagnosis, treatment of medical conditions, and medical management of withdrawal symptoms (acute detoxification) if the Plan doctor determines that outpatient management is not medically appropriate. See page 12 for non-medical Substance Abuse Benefits.

### What is not covered

- Personal comfort items, such as telephone and television
- Custodial care, rest cures, domiciliary or convalescent care

---

## Emergency Benefits

---

### What is a medical emergency?

A medical emergency is the sudden and unexpected onset of a condition or an injury that you believe endangers your life or could result in serious injury or disability, and requires immediate medical or surgical care. Some problems are emergencies because, if not treated promptly, they might become more serious; examples include deep cuts and broken bones. Others are emergencies because they are potentially life-threatening, such as heart attacks, strokes, poisonings, gunshot wounds, or sudden inability to breathe. There are many other acute conditions that the Plan may determine are medical emergencies — what they all have in common is the need for quick action.

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

**Emergencies within the service area**

If you are in an emergency situation, please call your primary care doctor. In extreme emergencies, if you are unable to contact your doctor, contact the local emergency system (e.g., the 911 telephone system) or go to the nearest hospital emergency room. Be sure to tell the emergency room personnel that you are a Plan member so they can notify the Plan. You or a family member must notify the Plan within 48 hours unless it was not reasonably possible to do so. It is your responsibility to ensure that the Plan has been timely notified.

If you need to be hospitalized, the Plan must be notified within 48 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If you are hospitalized in non-Plan facilities and Plan doctors believe care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

Benefits are available for care from non-Plan providers in a medical emergency only if delay in reaching a Plan provider would result in death, disability, or significant jeopardy to your condition.

To be covered by this Plan, any follow-up care recommended by non-Plan providers must be approved by the Plan or provided by Plan providers.

**Plan pays...**

Reasonable charges for emergency care services to the extent the services would have been covered if received from Plan providers.

**You pay...**

\$20 per urgent care center visit; \$75 per emergency room visit for emergency care services which are covered benefits of this Plan. If the emergency results in admission to a hospital, inpatient services are subject to the hospital admission copay of \$275 per admission and the emergency care copay is waived.

**Emergencies outside the service area**

Benefits are available for any medically necessary health service that is immediately required because of injury or unforeseen illness.

If you need to be hospitalized, the Plan must be notified within 48 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If a Plan doctor believes care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

To be covered by this Plan, any follow-up care recommended by non-Plan providers must be approved by the Plan or provided by Plan providers.

**Plan pays...**

Reasonable charges for emergency care services to the extent the services would have been covered if received from Plan providers.

**You pay...**

\$20 per urgent care center visit; \$75 per emergency room visit for emergency care services which are covered benefits of this Plan. If the emergency results in admission to a hospital, inpatient services are subject to the hospital admission copay of \$275 per admission and the emergency care copay is waived.

**What is covered**

- Emergency care at a doctor's office or an urgent care center
- Emergency care as an outpatient or inpatient at a hospital, including doctors' services
- Ambulance service if approved by the Plan

**What is not covered**

- Elective care or non-emergency care
- Emergency care provided outside the Service Area if the need for care could have been foreseen before departing the Service Area
- Medical and hospital costs resulting from a normal full-term delivery of a baby outside the Service Area

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

**Filing claims for non-Plan providers** With your authorization, the Plan will pay benefits directly to the providers of your emergency care upon receipt of their claims. Physician claims should be submitted on the HCFA 1500 claim form. If you are required to pay for the services, submit itemized bills and your receipts to the Plan along with an explanation of the services and the identification information from your ID card. Payment will be sent to you (or the provider if you did not pay the bill), unless the claim is denied. If it is denied, you will receive notice of the decision, including the reasons for the denial and the provisions of the contract on which denial was based. If you disagree with the Plan's decision, you may request reconsideration in accordance with the disputed claims procedure described on page 6-7.

---

## Mental Conditions/Substance Abuse Benefits

---

<b>What is covered</b>	To the extent shown below, the Plan provides the following services necessary for the diagnosis and treatment of acute psychiatric conditions, including treatment of mental illness or disorders: <ul style="list-style-type: none"><li>• Diagnostic evaluation</li><li>• Psychological testing</li><li>• Psychiatric treatment (including individual and group therapy)</li><li>• Hospitalization (including inpatient professional services)</li></ul>
<b>Outpatient care</b>	Up to 20 outpatient visits to Plan doctors, consultants, or other psychiatric personnel each calendar year; <b>you pay</b> a \$25 copay for each covered visit — all charges thereafter.
<b>Inpatient care</b>	Up to 30 days of hospitalization each calendar year; <b>you pay</b> 50% of actual charges for first 30 days — all charges thereafter. These charges do not apply to the annual copayment maximum.
<b>Serious Mental Illness</b>	<p>A Serious Mental Illness means the following psychiatric illnesses as defined by the American Psychiatric Association in the <u>Diagnostic and Statistical Manual</u>; Schizophrenia, paranoid and other psychotic disorders, bipolar disorders (hypomanic, manic, depressive, and mixed); major depressive disorders (single episode or recurrent); schizo-affect disorders (bipolar or depressive); pervasive developmental disorders; obsessive-compulsive disorders; depressed in childhood and adolescence.</p> <p><u>Outpatient Services</u> - up to a maximum of 60 office visits of 50-minutes each, including group and individual treatment, during a calendar year. <b>You pay</b> a \$10 copay per visit.</p> <p><u>Inpatient Services</u>- for a maximum of 45 days of inpatient treatment during a calendar year. <b>You pay</b> a \$275 copay per admission</p>
<b>What is not covered</b>	<ul style="list-style-type: none"><li>• Care for psychiatric conditions that in the professional judgment of Plan doctors are not subject to significant improvement through relatively short-term treatment</li><li>• Psychiatric evaluation or therapy on court order or as a condition of parole or probation, unless determined by a Plan doctor to be necessary and appropriate</li><li>• Psychological testing when not medically necessary to determine the appropriate treatment of a short-term psychiatric condition</li></ul>
<b>Substance Abuse</b>	
<b>What is covered</b>	This Plan provides medical and hospital services such as acute detoxification services for the medical, non-psychiatric aspects of substance abuse, including alcoholism and drug addiction, the same as for any other illness or condition, and, to the extent shown below, the services necessary for diagnosis and treatment.
<b>Outpatient care</b>	All necessary outpatient visits to Plan providers for treatment; <b>you pay</b> a \$10 copay for each covered visit.
<b>Inpatient care</b>	All necessary care; <b>you pay</b> a hospital admission copay of \$275 per admission.
<b>What is not covered</b>	Treatment that is not authorized by a Plan doctor.

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

---

## Prescription Drug Benefits

---

### What is covered

Prescription drugs prescribed by a Plan or referral doctor and obtained from a Plan pharmacy will be dispensed for up to a 30-day supply. **You pay** a \$5 copay for generic drugs or a \$10 copay for name brand drugs per prescription unit or refill. Prescription drugs obtained through the Home Delivery Pharmacy Service will be dispensed for up to a 90-day supply; **you pay** a \$5 copay for generic drugs or a \$10 copay for name brand drugs per prescription unit or refill. Injectables (except insulin), aerosol inhalers and inhalant solutions are available only through the Home Delivery Pharmacy Service.

When generic substitution is permissible (i. e., a generic drug is available and the prescribing doctor does not require the use of a name brand drug), but you request the name brand drug, **you pay** the price difference between the generic and name brand drug as well as the \$5 copay per prescription unit or refill.

Drugs purchased as a result of a medical emergency that occurs outside the Plan's service area will be reimbursed for up to a 10 day supply, minus the applicable copay.

Drugs are prescribed by Plan doctors and dispensed in accordance with the Plan's drug formulary. The Plan's has an open formulary with few restrictions on prescription medications. The Plan's clinical staff and its Pharmacy and Therapeutics Committee evaluate drugs impartially for quality and cost effectiveness. Non-formulary drugs will be covered when prescribed by a Plan doctor.

Covered medications and accessories include:

- Drugs for which a prescription is required by law
- Oral and injectable contraceptive drugs, diaphragms and cervical caps that require a prescription
- Insulin
- Disposable needles and syringes needed for injecting covered prescribed medication, including insulin
- Intravenous fluids and medications for home use
- Implanted time release medications, such as Norplant, are covered. **You pay** 50% of charges and charges for voluntary removal of this device before its removal is medically indicated.

### Limited Benefits

Drugs to treat sexual dysfunction are covered. Contact the Plan for dose limits.

### What is not covered

- Drugs available without a prescription or for which there is a nonprescription equivalent available
- Drugs obtained at a non-Plan pharmacy except for out-of-area emergencies
- Vitamins and nutritional substances that can be purchased without a prescription
- Medical supplies such as dressings and antiseptics
- Drugs for cosmetic purposes
- Drugs to enhance athletic performance
- Smoking cessation drugs and medication, including nicotine patches
- Fertility drugs

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

## Other Benefits

### Dental care

#### What is covered

The following list identifies the dental services provided by participating Plan dentists in their offices and indicates copayments where they apply. Any unlisted procedures and services and procedures and services provided by Plan Specialist dentist will be charged to the member at 75% of the dentist's usual and customary fees.

<b>DIAGNOSTIC/ PREVENTIVE</b>	<b>You Pay</b> (by Primary Dentist)	<b>ROOT CANAL THERAPY</b> (by Primary Dentist) (per tooth)	
Initial/ periodic oral examination	Nothing	1 canal	\$170
Treatment Plan	Nothing	2 canals	\$200
Oral cancer exam	Nothing	3 canals	\$260
Visual aids	Nothing		
Consultations	Nothing		
X-rays		<b>ORAL SURGERY</b> (by Primary Dentist) (per tooth)	<b>You Pay</b>
Bitewing	\$2	Surgical extraction -erupted tooth	\$40
Other X-rays (one each 36 months)	Nothing	Surgical extraction -soft tissue impaction	\$55
• Full Mouth	\$6	Surgical extraction -partial bony impaction	\$75
• Panoramic	\$12	Surgical extraction -full bony impaction	\$100
Prophylaxis (cleaning every 6 months)		Nitrous Oxide (per 1/ 2 hour)	\$10
Child (to age 15)	\$5	Local Anesthetic	Nothing
Adult (age 15+)	\$8		
		<b>PERIODONTICS</b> (by Primary Dentist) (gum treatment-per quadrant)	
Oral hygiene instruction	Nothing	Osseous surgery (per quadrant)	\$280
		Occlusal Adjustment -Limited	\$60
Fluoride treatment (once each 6 months)	Nothing	Occlusal Adjustment -Complete	\$130
Sealant treatment (per tooth)	\$7	Periodontal scaling and root planing (per quadrant)	\$70
		<b>MAJOR DENTISTRY</b> (by Primary Dentist)	
<b>NON-ROUTINE and EMERGENCY DENTISTRY</b>		Crown and Bridge (per unit)	
X-rays, single (per film)	\$3	All gold is charged at market price	
Non-routine or emergency office visit		Porcelain veneer crown (with non-precious)	\$235
During regular office hours	\$9	Full-cast crown (non-precious)	\$225
Not during regular office hours	\$15	Inlay -2 surfaces	\$175
Missed appointment w/o 24-hour notice	\$15	Inlay -3 surfaces	\$200
		Re-cement crown/ bridge	\$10
<b>FILLINGS</b> (by Primary Dentist)		Post for crown	\$60
Silver		Stainless steel crown	\$60
1 surface	\$10	Full Dentures (upper or lower)	
2 surfaces	\$15	Only A. D. A. approved materials used	\$235 plus lab fee
3 or more surfaces	\$18	Partial Dentures (upper or lower)	\$320 plus lab fee
Composite resin (white)( anterior teeth only)			
1 surface	\$18	<b>ORTHODONTICS</b> 75% of Dentist's Usual and customary fee**	
2 surfaces	\$21	<b>INFECTION CONTROL</b> (by Primary Dentist)	\$6 per visit
3 or more surfaces	\$26		
<b>COSMETIC</b> (by Primary Dentist)			
Acid etch bonding for repair of incisal edge	\$50		

*\*\*Patient pays 20% in advance of treatment. The balance is to be paid in equal monthly installments during course of treatment. Treatment scheduled for more than 24 months is to be paid at \$65.00 per month.*

## Accidental injury benefit

Dental and orthodontic services following an accidental dental injury. The need for these services must directly result from an accidental injury, not chewing or biting. Treatment must be sought within 48 hours of the accidental injury and coverage may extend for no longer than 60 consecutive days; further treatment must be approved by the Plan. **You pay** the appropriate doctor's office visit, hospital admission or emergency care copayments.

**CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS**

---

## Non-FEHB Benefits Available to Plan Members

---

The benefits described on this page are neither offered nor guaranteed under the contract with the FEHB Program, but are made available to all enrollees and family members of this Plan. The cost of the benefits described on this page is not included in the FEHB premium and any charges for these services do not count toward any FEHB deductibles or out-of-pocket maximums. These benefits are not subject to the FEHB disputed claims procedure.

### Vision benefits

Enrollees are entitled to the following vision benefits from Plan optometrists:

- One (1) eye examination for eyeglasses every 12 months; you pay a \$10 copay;
- Eyeglass lenses and frames available at discount prices;
- Contact lenses and materials are also available at discount prices; and
- One (1) eye examination for contact lenses every 12 months; you pay a \$20 copay.

### Medicare prepaid plan enrollment

This Plan offers Medicare recipients the opportunity to enroll in the Plan through Medicare. As indicated on page 16, annuitants and former spouses with FEHB coverage and Medicare Part B may elect to drop their FEHB coverage and enroll in a Medicare prepaid plan when one is available in their area. They may then later reenroll in the FEHB Program. Most Federal annuitants have Medicare Part A. Those **without** Medicare Part A may join this Medicare prepaid plan but will probably have to pay for hospital coverage in addition to the Part B premium. **Before** you join the plan, ask whether the plan covers hospital benefits and, if so, what you will have to pay. Contact your retirement system for information on dropping your FEHB enrollment and changing to a Medicare prepaid plan. Contact our Government Programs Department, NYLCare 65, at Metro 972/ 791-4601 or 972/ 650-5500 or toll-free 800/ 435-2113 for information on the Medicare prepaid plan and the cost of that enrollment. The service area is different for this Medicare prepaid plan.

If you are Medicare eligible and are interested in enrolling in a Medicare HMO sponsored by this Plan without dropping your enrollment in this Plan's FEHB plan, please call Metro 972/ 791-1119 or toll-free 800/ 572-5080 for information on the benefits available under the Medicare HMO.

**BENEFITS ON THIS PAGE ARE NOT PART OF THE FEHB CONTRACT.**

---

## Section 6. General exclusions -- Things we don't cover

---

The exclusions in this section apply to all benefits. Although we may list a specific service as a benefit, we will not cover it unless your Plan doctor determines it is medically necessary to prevent, diagnose, or treat your illness or condition.

We do not cover the following:

- Services, drugs or supplies that are not medically necessary;
- Services not required according to accepted standards of medical, dental, or psychiatric practice;
- Care by non-Plan providers except for authorized referrals or emergencies (see Emergency Benefits).
- Experimental or investigational procedures, treatments, drugs or devices;
- Procedures, services, drugs and supplies related to abortions except when the life of the mother would be endangered if the fetus were carried to term or when the pregnancy is the result of an act of rape or incest;
- Procedures, services, drugs and supplies related to sex transformations;
- Services or supplies you receive from a provider or facility barred from the FEHB Program; and
- Expenses you incurred while you were not enrolled in this Plan.

---

## Section 7. Limitations – Rules that affect your benefits

---

### Medicare

Tell us if you or a family member is enrolled in Medicare Part A or B. Medicare will determine who is responsible for paying for medical services and we will coordinate the payments. On occasion, you may need to file a Medicare claim form.

If you are eligible for Medicare, you may enroll in a Medicare+Choice plan and also remain enrolled with us.

If you are an annuitant or former spouse, you can suspend your FEHB coverage and enroll in a Medicare+Choice plan when one is available in your area. For information on suspending your FEHB enrollment and changing to a Medicare+Choice plan, contact your retirement office. If you later want to re-enroll in the FEHB Program, generally you may do so only at the next Open Season.

If you involuntarily lose coverage, or move out of the Medicare+Choice service area, you may re-enroll in the FEHB Program at any time.

If you do not have Medicare Part A or B, you can still be covered under the FEHB Program and your benefits will not be reduced. We cannot require you to enroll in Medicare.

For information on Medicare+Choice plans, contact your local Social Security Administration (SSA) office or request it from SSA at 1-800/638-6833.

For information on the Medicare+Choice plan offered by NYLCare Southwest, please call 800-572-5080.

**Other group insurance coverage**

When anyone has coverage with us and with another group health plan, it is called double coverage. You must tell us if you or a family member has double coverage. You must also send us documents about other insurance if we ask for them.

When you have double coverage, one plan is the primary payer; it pays benefits first. The other plan is secondary; it pays benefits next. We decide which insurance is primary according to the National Association of Insurance Commissioners' Guidelines.

If we pay second, we will determine what the reasonable charge for the benefit should be. After the first plan pays, we will pay either what is left of the reasonable charge or our regular benefit, whichever is less. We will not pay more than the reasonable charge. If we are the secondary payer, we may be entitled to receive payment from your primary plan.

We will always provide you with the benefits described in this brochure. Remember: even if you do not file a claim with your other plan, you must still tell us that you have double coverage.

**Circumstances beyond our control**

Under certain extraordinary circumstances, we may have to delay your services or be unable to provide them. In that case, we will make all reasonable efforts to provide you with necessary care.

**When others are responsible for injuries**

When you receive money to compensate you for medical or hospital care for injuries or illness that another person caused, you must reimburse us for whatever services we paid for. We will cover the cost of treatment that exceeds the amount you received in the settlement. If you do not seek damages, you must agree to let us try. This is called subrogation. If you need more information, contact us for our subrogation procedures.

**TRICARE**

TRICARE is the health care program for members, eligible dependents, and retirees of the military. TRICARE includes the CHAMPUS program. If both TRICARE and this Plan cover you, we are the primary payer. See your TRICARE Health Benefits Advisor if you have questions about TRICARE coverage.

**Workers' compensation**

We do not cover services that:

- You need because of a workplace-related disease or injury that the Office of Workers' Compensation Programs (OWCP) or a similar Federal or State agency determine they must provide;
- OWCP or a similar agency pays for through a third party injury settlement or other similar proceeding that is based on a claim you filed under OWCP or similar laws.

Once the OWCP or similar agency has paid its maximum benefits for your treatment, we will provide your benefits.

**Medicaid**

We pay first if both Medicaid and this Plan cover you.

**Other Government Agencies**

We do not cover services and supplies that a local, State, or Federal Government agency directly or indirectly pays for.

---

## Section 8. FEHB FACTS

---

**You have a right to information about your HMO.**

OPM requires that all FEHB plans comply with the Patients' Bill of Rights, which gives you the right to information about your health plan, its networks, providers and facilities. You can also find out about care management, which includes medical practice guidelines, disease management programs and how we determine if procedures are experimental or investigational. OPM's website ([www.opm.gov](http://www.opm.gov)) lists the specific types of information that we must make available to you.

If you want specific information about us, call 800/486-3040, or write to NYLCare Southwest, 4500 Fuller Drive, Irving, Texas 75038. You may also contact us by fax at 972/-650-5610, or visit our website at [www.txnylcare.com](http://www.txnylcare.com).

**Where do I get information about enrolling in the FEHB Program?**

Your employing or retirement office can answer your questions, and give you a *Guide to Federal Employees Health Benefits Plans*, brochures for other plans and other materials you need to make an informed decision about:

- When you may change your enrollment;
- How you can cover your family members;
- What happens when you transfer to another Federal agency, go on leave without pay, enter military service, or retire;
- When your enrollment ends; and
- The next Open Season for enrollment.

We don't determine who is eligible for coverage and, in most cases, cannot change your enrollment status without information from your employing or retirement office.

**When are my benefits and premiums effective?**

The benefits in this brochure are effective on January 1. If you are new to this plan, your coverage and premiums begin on the first day of your first pay period that starts on or after January 1. Annuitants' premiums begin January 1.

**What happens when I retire?**

When you retire, you can usually stay in the FEHB Program. Generally, you must have been enrolled in the FEHB Program for the last five years of your Federal service. If you do not meet this requirement, you may be eligible for other forms of coverage, such as Temporary Continuation of Coverage, which is described later in this section.

**What types of coverage are available for my family and me?**

*Self-Only* coverage is for you alone. *Self and Family* coverage is for you, your spouse, and your unmarried dependent children under age 22, including any foster or step children your employing or retirement office authorizes coverage for. Under certain circumstances, you may also get coverage for a disabled child 22 years of age or older who is incapable of self-support.

If you have a Self Only enrollment, you may change to a Self and Family enrollment if you marry, give birth or add a child to your family. You may change your enrollment 31 days before to 60 days after you give birth or add the child to your family. The benefits and premiums for your Self and Family enrollment begin on the first day of the pay period in which the child is born or becomes an eligible family member.

Your employing or retirement office will not notify you when a family member is no longer eligible to receive health benefits, nor will we. Please tell us immediately when you add or remove family members from your coverage for any reason, including divorce.

If you or one of your family members is enrolled in one FEHB plan, that person may not be enrolled in another FEHB plan.

**Are my medical and claims records confidential?**

We will keep your medical and claims information confidential. Only the following will have access to it:

- OPM, this Plan, and subcontractors when they administer this contract,
- This plan, and appropriate third parties, such as other insurance plans and the Office of Workers' Compensation Program (OWCP), when coordinating benefit payments and subrogating claims,
- Law enforcement officials when investigating and/or prosecuting alleged civil or criminal actions,
- OPM and the General Accounting Office when conducting audits,
- Individuals involved in bona fide medical research or education that does not disclose your identity; or
- OPM, when reviewing a disputed claim or defending litigation about a claim.

**Information for new members**

**Identification cards**

We will send you an Identification (ID) card. Use your copy of the Health Benefits Election Form, SF-2809, or the OPM annuitant confirmation letter until you receive your ID card. You can also use an Employee Express confirmation letter. If you enrolled through Employee Express you can request a confirmation letter from their Help line at 912-757-3030.

**What if I paid a deductible under my old plan?**

Your old plan's deductible continues until our coverage begins.

**Pre-existing conditions**

We will not refuse to cover the treatment of a condition that you or a family member had before you enrolled in this Plan solely because you had the condition before you enrolled.

## When you lose benefits

### What happens if my enrollment in this Plan ends?

You will receive an additional 31 days of coverage, for no additional premium, when:

- Your enrollment ends, unless you cancel your enrollment, or
- You are a family member no longer eligible for coverage.

You may be eligible for former spouse coverage or Temporary Continuation of Coverage.

### What is former spouse coverage?

If you are divorced from a Federal employee or annuitant, you may not continue to get benefits under your spouse's enrollment. But, you may be eligible for your own FEHB coverage under the spouse equity law. If you are recently divorced or are anticipating a divorce, contact your ex-spouse's employing or retirement office to get more information about your coverage choices.

### What is TCC?

**Temporary Continuation of Coverage (TCC).** If you leave Federal service or if you lose coverage because you no longer qualify as a family member, you may be eligible for TCC. For example, you can receive TCC if you are not able to continue your FEHB enrollment after you retire. You may not elect TCC if you are fired from your Federal job due to gross misconduct.

Get the RI 79-27, which describes TCC, and the RI 70-5, the *Guide to Federal Employees Health Benefits Plans for Temporary Continuation of Coverage and Former Spouse Enrollees* from your employing or retirement office.

Key points about TCC:

- You can pick a new plan;
- If you leave Federal service, you can receive TCC for up to 18 months after you separate;
- If you no longer qualify as a family member, you can receive TCC for up to 36 months;
- Your TCC enrollment starts after regular coverage ends.
- If you or your employing office delay processing your request, you still have to pay premiums from the 32<sup>nd</sup> day after your regular coverage ends, even if several months have passed.
- You pay the total premium, and generally a 2-percent administrative charge. The government does not share your costs.
- You receive another 31-day extension of coverage when your TCC enrollment ends, unless you cancel your TCC or stop paying the premium.
- You are not eligible for TCC if you can receive regular FEHB Program benefits.

**How do I enroll in TCC?**

If you are leave Federal service your employing office will notify you of your right to enroll under TCC. You must enroll within 60 days of leaving, or receiving this notice, whichever is later.

Children: You must notify your employing or retirement office within 60 days after your child is no longer an eligible family member. That office will send you information about enrolling in TCC. You must enroll your child within 60 days after they become eligible for TCC, or receive this notice, whichever is later.

Former spouses: You or your former spouse must notify your employing or retirement office within 60 days of one of these qualifying events:

- Divorce
- Loss of spouse equity coverage within 36 months after the divorce.

Your employing or retirement office will then send your former spouse information about enrolling in TCC. Your former spouse must enroll within 60 days after the event, which qualifies them for coverage, or receiving the information, whichever is later.

Note: Your child or former spouse loses TCC eligibility unless you or your former spouse notify your employing or retirement office within the 60-day deadline.

**How can I convert to individual coverage?**

You may convert to an individual policy if:

- Your coverage under TCC or the spouse equity law ends. If you canceled your coverage or did not pay your premium, you cannot convert.
- You decided not to receive coverage under TCC or the spouse equity law; or
- You are not eligible for coverage under TCC or the spouse equity law.

If you leave Federal service, your employing office will notify you if individual coverage is available. You must apply in writing to us within 31 days after you receive this notice. However, if you are a family member who is losing coverage, the employing or retirement office will not notify you. You must apply in writing to us within 31 days after you are no longer eligible for coverage.

Your benefits and rates will differ from those under the FEHB Program; however, you will not have to answer questions about your health, and we will not impose a waiting period or limit your coverage due to pre-existing conditions.

**How can I get a Certificate of Group Health Plan Coverage?**

If you leave the FEHB Program, we will give you a Certificate of Group Health Plan Coverage that indicates how long you have been enrolled with us. You can use this certificate when getting health insurance or other health care coverage. You must arrange for the other coverage within 63 days of leaving this Plan. Your new plan must reduce or eliminate waiting periods, limitations or exclusions for health related conditions based on the information in the certificate.

If you have been enrolled with us for less than 12 months, but were previously enrolled in other FEHB plans, you may request a certificate from them, as well.

---

## Department of Defense/FEHB Demonstration Project

---

### What is the Department of Defense (DoD) and FEHB Program Demonstration Project?

The National Defense Authorization Act for 1999, Public Law 105-261, established the DoD/FEHBP Demonstration Project. It allows some active and retired uniformed service members and their dependents to enroll in the FEHB Program. The demonstration will last for three years beginning with the 1999 Open Season for the year 2000. Open Season enrollments will be effective January 1, 2000. DoD and OPM have set-up some special procedures to successfully implement the Demonstration Project, noted below. Otherwise, the provisions described in this brochure apply.

### Who is Eligible?

DoD determines who is eligible to enroll in FEHB. Generally, you may enroll if:

- You are an active or retired uniformed service member and are eligible for Medicare,
- You are a dependent of an active or retired uniformed service member and are eligible for Medicare,
- You are a qualified former spouse of an active or retired uniformed service member and you have not remarried, or
- You are a survivor dependent of a deceased active or retired uniformed service member, and
- You live in one of the eight geographic demonstration areas.

If you are eligible to enroll in a plan under the regular Federal Employees Health Benefits Program, you are not eligible to enroll under the DoD/FEHBP Demonstration **Project**.

### Where are the demonstration areas?

- Dover AFB, DE
- Commonwealth of Puerto Rico
- Fort Knox, KY
- Greensboro/Winston Salem/High Point, NC
- Dallas, TX
- Humboldt County, CA area
- Naval Hospital, Camp Pendleton, CA
- New Orleans, LA

### When Can I Join?

Your first opportunity to enroll will be during the 1999 Open Season, November 8, 1999, through December 13, 1999. Your coverage will begin January 1, 2000. DoD has set-up an Information Processing Center (IPC) in Iowa to provide you with information about how to enroll. IPC staff will verify your eligibility and provide you with FEHB Program information, plan brochures, enrollment instructions and forms. The toll-free phone number for the IPC is 1-877-DOD-FEHB (1-877-363-3342).

You may select coverage for yourself (self-only) or for you and your family (self and family) during the 1999, 2000, and 2001 Open Seasons. Your coverage will begin January 1 of the year following the Open Season that you enrolled.

If you become eligible for the DoD/FEHBP Demonstration Project outside of Open Season, contact the IPC to find out how to enroll and when your coverage will begin.

DoD has a web site devoted to the Demonstration Project. You can view information such as their Marketing/Beneficiary Education Plan, Frequently Asked Questions, demonstration area locations and zip code lists at [www.tricare.osd.mil/fehbp](http://www.tricare.osd.mil/fehbp). You can also view information about the demonstration project, including "The 2000 Guide to Federal Employees Health Benefits Plans Participating in the DoD/FEHBP Demonstration Project," on the OPM web site at [www.opm.gov](http://www.opm.gov).

### Am I eligible for Temporary Continuation of Coverage (TCC)?

See Section 10, FEHB Facts, for information about TCC. Under this Demonstration Project the only individual eligible for TCC is one who ceases to be eligible as a “member of family” under your self and family enrollment. This occurs when a child turns 22, for example, or if you divorce and your spouse does not qualify to enroll as an unremarried former spouse under title 10, United States Code. For these individuals, TCC begins the day after their enrollment in the DoD/FEHBP Demonstration Project ends. TCC enrollment terminates after 36 months or the end of the Demonstration Project, whichever occurs first. You, your child or another person must notify the IPC when a family member loses eligibility for coverage under the DoD/FEHBP Demonstration Project.

TCC is not available if you move out of a DoD/FEHBP Demonstration Project area, you cancel your coverage, or your coverage is terminated for any reason. TCC is not available when the demonstration project ends.

### **Do I have the 31-Day Extension and Right To Convert?**

These provisions do not apply to the DoD/FEHBP Demonstration Project.

---

## **Inspector General Advisory: Stop Health Care Fraud!**

---

Fraud increases the cost of health care for everyone. If you suspect that a physician, pharmacy, or hospital has charged you for services you did not receive, billed you twice for the same service, or misrepresented any information, do the following:

- Call the provider and ask for an explanation. There may be an error.
- If the provider does not resolve the matter, call us at 800/486-3040 and explain the situation.
- If we do not resolve the issue, call or write:

### **THE HEALTH CARE FRAUD HOTLINE 202/418-3300**

U.S. Office of Personnel Management  
Office of the Inspector General Fraud Hotline  
1900 E Street, NW, Room 6400  
Washington, D.C. 20415

### **Penalties for Fraud**

Anyone who falsifies a claim to obtain FEHB Program benefits can be prosecuted for fraud. Also, the Inspector General may investigate anyone who uses an ID card if they:

- Try to obtain services for a person who is not an eligible family member; or
- Are no longer enrolled in the Plan and try to obtain benefits.

Your agency may also take administrative action against you.

## Summary of benefits for NYLCare Health Plans of the Southwest – 2000

Do not rely on this chart alone. All benefits are provided in full unless otherwise indicated subject to the limitations and exclusions set forth in the brochure. This chart merely summarized certain important expenses covered by the Plan. If you wish to enroll or change your enrollment in this Plan, be sure to indicate the correct enrollment code on your enrollment form (codes appear on the cover of this brochure). **ALL SERVICES COVERED UNDER THIS PLAN, WITH THE EXCEPTION OF EMERGENCY CARE, ARE COVERED ONLY WHEN PROVIDED OR ARRANGED BY PLAN DOCTORS.**

	<b>Benefits</b>	<b>Plan pays/provides</b>	<b>Page</b>
<b>Inpatient care</b>	<b>Hospital</b>	Comprehensive range of medical and surgical services without dollar or day limit. Includes in-hospital doctor care, room and board, general nursing care, private room and private nursing care if medically necessary, diagnostic tests, drugs and medical supplies, use of operating room, intensive care and complete maternity care. <b>You pay</b> a \$275 admission copay, a \$100 copay per outpatient surgical visit .....	<b>11</b>
	<b>Extended care</b>	All necessary services, for up to 60 days per condition. <b>You pay</b> a \$25 copay per day .....	<b>11</b>
	<b>Mental conditions</b>	Diagnosis and treatment of acute psychiatric conditions for up to 30 days of inpatient care per year. <b>You pay</b> 50% of charges; these charges do not apply to the annual copay maximum .....	<b>13</b>
	<b>Substance abuse</b>	All necessary care. <b>You pay</b> a \$275 per admission copay .....	<b>13</b>
<b>Outpatient care</b>		Comprehensive range of services such as diagnosis and treatment of illness or injury, including specialist's care; preventive care, including well baby care, periodic check-ups and routine immunizations; laboratory tests and X-rays; complete maternity care. <b>You pay</b> a \$10 copay for office visit or for house calls by a doctor .....	<b>9</b>
	<b>Home health care</b>	All necessary visits by nurses and health aides. <b>You pay</b> a \$10 copay per visit.....	<b>9</b>
	<b>Mental conditions</b>	Up to 20 outpatient visits per year. <b>You pay</b> a \$25 copay per visit .....	<b>13</b>
	<b>Substance abuse</b>	All necessary outpatient visits. <b>You pay</b> a \$10 copay per visit.....	<b>13</b>
<b>Emergency care</b>		Reasonable charges for services and supplies required because of a medical emergency. <b>You pay</b> a \$75 copay to the hospital for each emergency room visit and any charges for services that are not covered by this Plan.....	<b>11-12</b>
<b>Prescription drugs</b>		Drugs prescribed by a Plan doctor and obtained from Home Delivery Pharmacy Service or at a participating pharmacy. <b>You pay</b> a \$5 copay for generic drugs or \$10 for name brand drugs per prescription unit or refill of up to a 30-day supply. A \$5 copay plus the difference in retail price applies if name brand drugs are requested when generic drugs are legally substitutable .....	<b>14</b>
<b>Dental care</b>		Accidental injury benefit; full dental care; <b>you pay</b> copays for most Primary Dentist services .....	<b>15</b>
<b>Vision care</b>		No current benefit	
<b>Out-of-pocket limit</b>		Copayments are required for a few benefits; however, after your out-of-pocket expenses reach a maximum of \$650 per Self only and \$1,500 per Self and family enrollment per calendar year, covered benefits will be provided at 100%. This copay maximum does not include costs of prescription drugs , inpatient care of mental conditions and dental services.....	<b>4</b>

## 2000 Rate Information for NYLCare Health Plans of the Southwest

**Non-Postal rates** apply to most non-Postal enrollees. If you are in a special enrollment category, refer to the FEHB Guide for that category or contact the agency that maintains your health benefits enrollment.

**Postal rates** apply to most career U. S. Postal Service employees. In 2000, two categories of contribution rates, referred to as Category A rates and Category B rates, will apply for certain career employees. If you are a career postal employee, but not a member of a special postal employment class, refer to the category definitions in, "The Guide to Federal Employees Health Benefits Plans for United States Postal Service Employees," RI 70-2 to determine which rate applies to you.

Postal rates do not apply to non-career postal employees, postal retirees, certain special postal employment classes or associate members of any postal employee organization. Such persons not subject to postal rates must refer to the applicable "Guide to Federal Employees Health Benefits Plans."

Type of Enrollment	Code	<u>Non-Postal Premium</u>				<u>Postal Premium A</u>		<u>Postal Premium B</u>	
		<u>Biweekly</u>		<u>Monthly</u>		<u>Biweekly</u>		<u>Biweekly</u>	
		Gov't Share	Your Share	Gov't Share	Your Share	USPS Share	Your Share	USPS Share	Your Share

**Dallas/Ft. Worth/East & West Texas**

Self Only	<b>V21</b>	<b>\$77.59</b>	<b>\$25.86</b>	<b>\$168.11</b>	<b>\$56.03</b>	<b>\$91.81</b>	<b>\$11.64</b>	<b>\$91.81</b>	<b>\$11.64</b>
Self and Family	<b>V22</b>	<b>\$169.97</b>	<b>\$56.66</b>	<b>\$368.27</b>	<b>\$122.76</b>	<b>\$201.13</b>	<b>\$25.50</b>	<b>\$201.02</b>	<b>\$25.61</b>