

Amendment to the Summary Plan Description for Black Hawk County Employee Medical Plan

\$500 Deductible Medical Option

Amendment #3 to the 2015 Restated Summary Plan Description

This Amendment is hereby made a part of the *Summary Plan Description (SPD)*, is effective July 1, 2017, and is as follows:

1. **The exclusion for “Services, drugs, surgery and associated expenses for gender reassignment” in the list of exclusions in subsections VI. J. *Hospital Services*, VI. L. *Office Visits* and the corresponding lists in Section VII. *Exclusions*, is hereby deleted.**
 - Services, drugs, surgery and associated expenses for gender reassignment.

2. **The following is added to the list of covered services under *Outpatient Hospital, Ambulatory Care, Surgical Facility Services, Partial Hospital or Day Treatment Services, and Inpatient Services* in subsection VI. J. *Hospital Services*:**
 - *Health care services* and associated expenses for gender reassignment.

3. **The following is added to the list of covered services included for office visits, *urgent care center* visits, and *designated convenience care center* visits included in subsection VI. L. *Office Visits*:**
 - *Health care services* and associated expenses for gender reassignment.

4. **Section VII. *Exclusions* is hereby amended by deleting the following exclusion #8, #32, #33 and # 39 and replacing them with the following exclusions:**
 8. Charges that exceed the *usual and customary amount* or the *emergency services non-participating provider reimbursement value* for *health care services* received from *non-participating providers*, including *non-participating provider* pharmacies.

 32. Homeopathic or naturopathic medicine, including dietary supplements.

 33. Holistic medicine and services, including dietary supplements.

 39. *Health care services* for *sickness* or *injury* sustained:
 - While engaging in or attempting to engage in a felony act, whether or not the individual is formally charged or convicted of such an act. This exclusion does not apply to any *sickness* or *injury* that is a result of an act of domestic violence or results from a medical condition, such as alcoholism.
 - While voluntarily participating in a riot, insurrection or civil disobedience.
 - While in a war or any act of war. “War” means declared or undeclared war and includes acts of terrorism.

5. The following exclusion is hereby added to Section VII. Exclusions before the paragraph that begins “The following exclusions are repeated from Section VI., “Benefit Schedule” and assigned a number accordingly, with all subsequent exclusions renumbered:

Charges for *health care services* (a) for which a charge would not have been made in the absence of health insurance, or (b) for which you are not legally obligated to pay, and/or (c) from *providers* who waive any *copayment, coinsurance, or deductible* that you are required to pay under this *SPD*.

6. The following sentence is hereby added to Subsections VI. B. *Deductible* and C. *Out-of-Pocket Limit*:

Expenses you pay for any amount in excess of the *emergency services non-participating provider reimbursement value* will not apply to the *deductible* or the *out-of-pocket limit*.

7. Subsection VI. G. *Emergency Room Services* is renamed “*Emergency Services*” and all references to this subsection in the *SPD* are updated accordingly. The corresponding schedule of *benefits* is also deleted and replaced with the following:

<i>Benefits</i>	<i>Participating Provider Plan Payment</i>	<i>Non-Participating Provider Plan Payment</i>
		Note: For <i>non-participating providers</i> , in addition to any <i>copayments, deductibles</i> and <i>coinsurance</i> , you pay all charges that exceed the <i>emergency services non-participating provider reimbursement value</i> .

G. *Emergency Services*

100% of <i>eligible charges</i> after a \$100 <i>copayment</i> per visit.	Same as the <i>participating provider benefit</i> .
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8. Wherever the term “emergency room services” is used in the *SPD* it is hereby deleted and replaced by the term “*emergency services*”.
9. The following definitions for “*Emergency Services*” and “*Emergency Services Non-participating Provider Reimbursement Value*” are hereby added to Section XVIII. **Definitions of Terms Used:**

<i>Emergency Services</i>	A medical screening examination that is within the capability of the emergency department of a <i>hospital</i> , including ancillary services routinely available to the emergency department, to evaluate such <i>emergency</i> medical condition and such further medical examination and treatment required to stabilize the patient.
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*Emergency
Services Non-
participating
Provider
Reimbursement
Value*

The maximum amount that will be paid by the *Plan* to a *non-participating provider* for an *emergency service* is the greatest of the following:

1. The median amount negotiated with *participating providers* for the *emergency service*;
2. An amount for the *emergency service* calculated using the same method as used in determining the *usual and customary amount* for non-*emergency services*; or
3. The amount that would be paid under Medicare for the *emergency service*.

If the amount billed by the *non-participating provider* is greater than the *emergency services non-participating provider reimbursement value*, you must pay the difference. This amount is in addition to any *deductible* or *coinsurance* amount you may be responsible for according to the terms of this *SPD*.

This Amendment does not change, alter, or amend any of the other provisions or limitations of the *SPD*.