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

$750 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:**

Benefits	***Participating Provider Plan* Payment**	***Non-Participating Provider Plan* Payment** **Note**: For *non-participating providers*, in addition to any *copayments*, *deductibles* and *coinsurance*, *you* pay all charges that exceed the *emergency services non-participating provider reimbursement value*.
G. *Emergency Services*		
	100% of *eligible charges* after a $150 *copayment* per visit.	Same as the *participating provider benefit*.

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:**

Emergency Services
A medical screening examination that is within the capability of the emergency department of a *hospital*, including ancillary services routinely available to the emergency department, to evaluate such *emergency* medical condition and such further medical examination and treatment required to stabilize the patient.

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*.