

RECEIVED JUN 18 2018 *RJH*

**THIRD AMENDMENT TO CHAUTAUQUA COUNTY SCHOOL DISTRICTS'
MEDICAL HEALTH PLAN**

The Chautauqua County School Districts' Medical Health Plan Summary Plan Description is amended as follows:

- 1) *Section III D. 2. h. INPATIENT ALCOHOL AND SUBSTANCE ABUSE (INDEMNITY) is hereby amended to read in full as follows:*

Detoxification

The Plan pays 100% of covered charges for inpatient detoxification.

Clinical Review Tools for the Utilization Review of Substance Use Disorder Treatment.

For substance use disorder treatment, the Plan will use evidence-based and peer reviewed clinical review tools designated by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") that are appropriate to the age of the patient.

Inpatient Substance Use Disorder Treatment at Participating OASAS-Certified

Facilities. Coverage for inpatient substance use disorder treatment at a participating OASAS-certified facility is not subject to preauthorization. Coverage will not be subject to concurrent review for the first 14 days of the inpatient admission if the OASAS-certified facility notifies the Plan of both the admission and the initial treatment plan within 48 hours of the admission. After the first 14 days of the inpatient admission, the Plan may review the entire stay to determine whether it is Medically Necessary. If any portion of the stay is denied on the basis that the stay is not Medically Necessary, you are only responsible for the cost-sharing that would otherwise apply to your inpatient admission.

- 2) *Section III D. 3. f. (8) Outpatient Chemical Abuse or Dependence Treatment (Indemnity) is modified by adding the final sentence to the end thereof.*

For substance use disorder treatment, the Plan will use evidence-based and peer reviewed clinical review tools designated by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") that are appropriate to the age of the patient.

- 3) *Section III D. 3. f. (12) Routine Mammogram and Pap Smear (Indemnity) is hereby modified by deleting the third bullet and all of the content in this subsection thereafter and replacing it with the following:*

Screening and diagnostic imaging for the detection of breast cancer, including diagnostic mammograms, breast ultrasounds and MRIs, are not subject to Copayments, deductibles or coinsurance.

Screening and diagnostic imaging for the detection of breast cancer and Pap smears are available as an outpatient or in a physician's office.

- 4) *Section III E. 3. i. INPATIENT ALCOHOL AND SUBSTANCE ABUSE (POINT OF SERVICE) is hereby amended to read in full as follows:*

Detoxification

In-network, the Plan pays 100% of covered charges for inpatient detoxification. Out-of-network, the Plan pays 80% of the Schedule of Allowances for inpatient detoxification after the deductible.

Clinical Review Tools for the Utilization Review of Substance Use Disorder Treatment. For substance use disorder treatment, the Plan will use evidence-based and peer reviewed clinical review tools designated by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") that are appropriate to the age of the patient.

Inpatient Substance Use Disorder Treatment at Participating OASAS-Certified Facilities. Coverage for inpatient substance use disorder treatment at a participating OASAS-certified facility is not subject to preauthorization. Coverage will not be subject to concurrent review for the first 14 days of the inpatient admission if the OASAS-certified facility notifies the Plan of both the admission and the initial treatment plan within 48 hours of the admission. After the first 14 days of the inpatient admission, the Plan may review the entire stay to determine whether it is Medically Necessary. If any portion of the stay is denied on the basis that the stay is not Medically Necessary, you are only responsible for the in-network cost-sharing that would otherwise apply to your inpatient admission.

- 5) *Section III E. 3. p. OUTPATIENT CHEMICAL ABUSE OR DEPENDENCE TREATMENT (POINT OF SERVICE) is modified by adding the final sentence to the end thereof.*

For substance use disorder treatment, the Plan will use evidence-based and peer reviewed clinical review tools designated by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") that are appropriate to the age of the patient.

- 6) *Section III E. 3. t. (6) Routine Mammogram and Pap Smear (Point of Service) is hereby modified by deleting the third bullet and all of the content thereafter in the subsection and replacing it with the following:*

Screening and diagnostic imaging for the detection of breast cancer, including diagnostic mammograms, breast ultrasounds and MRIs, are not subject to Copayments, deductibles or coinsurance.

Screening and diagnostic imaging for the detection of breast cancer and Pap smears are available as an outpatient or in a physician's office.

- 7) *Section III F. 3. i. INPATIENT ALCOHOL AND SUBSTANCE ABUSE (PPO) is hereby amended to read in full as follows:*

Detoxification

In-network, the Plan pays 100% of covered charges for inpatient detoxification. Out-of-network, the Plan pays 80% of the Schedule of Allowances for inpatient detoxification after the deductible.

Clinical Review Tools for the Utilization Review of Substance Use Disorder Treatment. For substance use disorder treatment, the Plan will use evidence-based and peer reviewed clinical review tools designated by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") that are appropriate to the age of the patient.

Inpatient Substance Use Disorder Treatment at Participating OASAS-Certified Facilities. Coverage for inpatient substance use disorder treatment at a participating OASAS-certified facility is not subject to preauthorization. Coverage will not be subject to concurrent review for the first 14 days of the inpatient admission if the OASAS-certified facility notifies the Plan of both the admission and the initial treatment plan within 48 hours of the admission. After the first 14 days of the inpatient admission, the Plan may review the entire stay to determine whether it is Medically Necessary. If any portion of the stay is denied on the basis that the stay is not Medically Necessary, you are only responsible for the in-network cost-sharing that would otherwise apply to your inpatient admission.

- 8) *Section III F. 3. p. OUTPATIENT CHEMICAL ABUSE OR DEPENDENCE TREATMENT (PPO) is modified by adding the final sentence to the end thereof.*

For substance use disorder treatment, the Plan will use evidence-based and peer reviewed clinical review tools designated by the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") that are appropriate to the age of the patient.

- 9) *Section III F. 3. t. (6) Routine Mammogram and Pap Smear (PPO) is hereby modified by deleting the third bullet and all of the content thereafter in the subsection and replacing it with the following:*

Screening and diagnostic imaging for the detection of breast cancer, including diagnostic mammograms, breast ultrasounds and MRIs, are not subject to Copayments, deductibles or coinsurance.

Screening and diagnostic imaging for the detection of breast cancer and Pap smears are available as an outpatient or in a physician's office.

10) Section IV A. **SUMMARY OF PRESCRIPTION DRUG BENEFITS** is hereby amended by the addition of new Subparagraph 9 to read in full as follows:

9. Substance Use Disorder Prescription Drugs

A. Emergency Supply of Prescription Drugs for Substance Use Disorder Treatment. If you have an Emergency Condition, you may immediately access, without preauthorization, a five (5) day emergency supply of a prescription drug for the treatment of a substance use disorder, including a prescription drug to manage opioid withdrawal and/or stabilization and for opioid overdose reversal. If you have a Copayment, it will be the same Copayment that would apply to the usual, larger supply associated with the option in which you are enrolled (e.g., a 35 day retail supply). If you receive an additional supply within the normal supply period (e.g., a 35 day retail supply period) in which you received the emergency supply, you will not be responsible for an additional Copayment for the remaining portion of the normal supply.

As used in this section, "Emergency Condition" means a substance use disorder condition that manifests itself by acute symptoms of sufficient severity, including severe pain or the expectation of severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- Placing the health of the person afflicted with such condition or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- Serious impairment to such person's bodily functions;
- Serious dysfunction of any bodily organ or part of such person; or
- Serious disfigurement of such person.

B. Initial Limited Supply of Prescription Opioid Drugs. If you receive an initial limited prescription for a seven (7) day supply or less of any schedule II, III, or IV opioid prescribed for acute pain, and you have a Copayment, your Copayment will be the same Copayment that would apply to the usual, larger supply associated with the option in which you are enrolled (e.g., a 35 day retail supply). If you receive an additional supply within the normal supply period (e.g., a 35 day retail supply period) in which you received the emergency supply, you will not be responsible for an additional Copayment for the remaining portion of the normal supply.

11) Section VII A. **HOW TO FILE A CLAIM** is hereby amended by the addition of new Subparagraph 5 to read in full as follows:

5. Payment of Claims

Unless the obligation of the Plan to pay a claim is not reasonably clear, or when there is a reasonable basis supported by specific information that a bill for health care services rendered was submitted fraudulently, the Plan will pay the claim within 30 days of receipt of the claim if the claim is transmitted via the internet or electronic mail, or 45 days of receipt of a claim if the claim is submitted by other means, such as paper or facsimile. If the Plan requests additional information, the Plan will pay the claim within 30 days (for claims submitted through the internet or e-mail) or 45 days (for claims submitted through other means, including paper or fax) of receipt of the information.

12) Section VII F. **ADMINISTRATION** is hereby amended by amending Subparagraphs 8 and 10 to read in full as follows:

8. Agent for Service of Legal Process

The agent for service of legal process is Barclay Damon, LLP, attention Arthur A. Marrapese, III, Esq., Avant Building, 200 Delaware Avenue, Suite 1200, Buffalo, New York 14202-2150.

10. Insurance:

Any reference in Subparagraph 10 to Express Scripts is hereby deleted. Blue Cross Blue Shield of Western New York (BCBSWNY), as the sole entity serving as Prescription Plan Supervisor, provides claims payment services for prescription drug coverage available through the prescription drug card plan.