

CHRISTUS Health
Employer Sponsored Plans
MEMBER RIGHTS AND RESPONSIBILITIES

CHRISTUS Health Plan wants to provide high-quality health care benefits to you. As a Member of the CHRISTUS Health Plan (Plan), there are rights that you are entitled to have. You also have some responsibilities. It is important that you fully understand both your rights and your responsibilities under this Contract. This section explains your rights and responsibilities under this Contract.

Notice to Employer Sponsored Plan Member

A health maintenance organization (HMO) plan provides no benefits for services you receive from out-of-network physicians or providers, with specific exceptions as described in your Evidence of Coverage and below.

You have the right to an adequate network of in-network physicians and providers (known as network physicians and providers).

If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance at: www.tdi.texas.gov/consumer/complfrm.html.

If your HMO approves a referral for out-of-network services because no network physician or provider is available, or if you have received out-of-network emergency care, the HMO must, in most cases, resolve the out-of-network physician's or provider's bill so that you only have to pay any applicable in-network copayment, co-pay percentage, and deductible amounts.

You may obtain a current directory of network physicians and providers at the following website: www.christushealthplan.org or by calling 1-844-856-0826 for assistance in finding available network physicians and providers. If you relied on materially inaccurate directory information, you may be entitled to have a claim by an out-of-network physician or provider paid as if it were from a network physician or provider, if you present a copy of the inaccurate directory information to the HMO, dated not more than thirty (30) days before you received the service.

Member Rights

As a Member of the Plan, you have the right to:

- Available and accessible services for medically necessary and covered services, including twenty-four (24) hours per day, seven (7) days per week for urgent or emergency care services, and for other health care services as defined by this Contract or the *Schedule of Benefits*.
- Be treated in a prompt, courteous and responsible manner that respects your dignity and privacy.
- Detailed information about your coverage, benefits, and services offered under this

Contract. This includes any exclusions of specific conditions, ailments or disorders, including restricted prescription benefits, the Plan's policies and procedures regarding products, services, providers appeal procedures and other information about the Plan and the benefits we provide to you. This also includes access to a current list of participating providers in the Plan's network; information about a particular participating provider's education, training, and practice; and the member rights and responsibilities, as well as the right to make recommendations regarding our member rights and responsibilities policies.

- Affordable health care including information regarding your out-of-pocket expenses; limitations; the right to seek care from a non-participating provider; and an explanation of your financial responsibility when services are provided by a non-participating provider or without prior authorization.
- Choose a Primary Care Provider within the limits of the covered services, the Plan's network, and as provided by the Contract, including the right to refuse care of specific health care professionals. In addition, you have the right to participate with your providers in making decisions about your health care.
- Be given an explanation of your medical condition, recommended treatment, risks of the treatment, expected results, and reasonable medical alternatives by your participating provider in terms that you understand. If you are unable to understand the information, an explanation must be given to your next of kin, guardian or another authorized person. This information shall be documented in your medical records.
- All rights afforded by law, rule, or regulation as a patient in a licensed health care facility, including the right to be informed about your treatment by your participating provider in terms that you understand; to request your consent (agreement) to the treatment; to refuse treatment, including medication; and to be told of possible consequences of refusing such treatment. This right exists even if treatment is not a covered benefit or medically necessary under the Plan. The right to consent or agree to treatment by you or your next of kin, guardian, or another authorized person may not be possible in an emergency where your life and health are in serious danger.
- Voice complaints or appeals with the Plan or the Commissioner of Insurance (Commissioner) about the Plan or the coverage we provide. You as a Member also have the right to receive an answer within a reasonable time and in accordance with existing law and without fear of retaliation.
- Be promptly notified of termination or changes in benefits, services, or the provider network.
- Confidential handling of all communications, including medical and financial information maintained by the Plan. Privacy of your medical and financial records will be maintained by us and our providers in accordance with existing law.
- A complete explanation of why a benefit is denied, the opportunity to appeal the denial decision, to our internal review and the right to request help from the Commissioner.
- Know, upon request, of any financial arrangements or provisions between the Plan and our participating providers, which may restrict referrals or treatment options or limit the services offered to you.
- Qualified health care professionals for treatment and services that are covered benefits near where you live or work within the Plan's service area.
- Receive information about how benefits are authorized or denied. You have the right

to know how new technology for covered benefits are evaluated. You can also request and receive information about the Plan's quality assurance plan and utilization review methodology.

- Receive detailed information about all requirements that you must follow for prior authorization and utilization review.

Member Responsibilities

As a Member of the Plan, you have the responsibility to:

- Provide honest and complete information to those providing you care.
- Review and fully understand the information you receive about your Plan.
- Know the proper use of the services covered by the Plan.
- Present your Plan ID card before you receive care.
- Consult your physician before receiving medical care, unless your condition is life threatening.
- Promptly notify your provider if you will be delayed or unable to keep an appointment.
- Pay all charges or copayment amounts, including those for missed appointments. This also applies to deductibles and any charges for non-covered benefits and services.
- Express your opinions, complaints or concerns in a constructive way to CHRISTUS Health Plan Member Services or to your provider.
- Inform the Plan of any changes in family size, address, phone number or membership status within thirty (30) calendar days of the change.
- Make premium payments on time.
- Notify the Plan of other coverage.
- Follow our complaint and appeal process when displeased with the Plan or a provider's actions or decisions.
- Understand your health problems and participate in developing treatment goals that you agree to with your providers.
- Follow plans and instructions for care that you have agreed to with your provider.

You are responsible for understanding how the Plan works. You should carefully read this Contract and your *Schedule of Benefits*. Contact the Member Services department when you have questions about your Plan.

Electronic Communication

With your consent, we may deliver written communication to you by electronic means. Before you give consent, we will provide you notice that you may have materials or communications provided in paper or non-electronic format and how to request that information. You may withdraw your consent at any time. Your consent will tell us if you would only like a specific transaction sent electronically or if there are identified categories of information you would like to receive electronically.

The notice will also provide you information on how to withdraw your consent and how to update your contact information with us.