AMENDMENT #1
TO
MISSOURI STATE UNIVERSITY
EMPLOYEE HEALTH CARE PLAN

IT IS UNDERSTOOD AND AGREED THAT the Plan Document for the above-mentioned Plan is hereby amended as follows as a correction to the language for the Defined Term listed and for Missouri Revised Statutes law enacted effective **January 1, 2024**:

Page 10, Schedule of Benefits, Diagnostic Testing is replaced with the following: [Missouri Revised Statutes 376.1183 requires certain breast examinations to be covered at 100% with deductible waived; caveat for HDHP is IRS minimum deductible applies first.]

	HEALTH and WELLNESS CENTER & OTHER ON-CAMPUS CLINICAL FACILITIES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Diagnostic Testing			
-X-ray, imaging (MRI, CT, PET), laboratory tests (including Pre-Admission Testing) & colonoscopies	80%, deductible waived	80% after deductible	60% after deductible
-Breast examination services subject to Missouri Revised Statutes 376.1183	100%, deductible waived	100%, deductible waived	100%, deductible waived
-All other diagnostic breast examinations	80%, deductible waived	80% after deductible	60% after deductible

Pages 11, Medical Benefits Schedule for Buy-Up and Base Plans respectively, Preventive Care, the annotation is added as follows regarding the Non-Network Providers benefit level:

Preventive Care	**HEALTH and WELLNESS CENTER & OTHER ON-CAMPUS CLINICAL FACILITIES**	**NETWORK PROVIDERS**	**NON-NETWORK PROVIDERS**
Routine Well Adult & Child Care ACA and Non-ACA Services, including immunizations after age 5:	100%, deductible waived.	100%, deductible waived	60% after deductible *
Immunizations through age 5:	100%, deductible waived	100%, deductible waived	100%, deductible waived

ACA services are the recommended preventive services under the Affordable Care Act (ACA). The ACA follows services recommended by the United States Preventive Services Task Force (categories A and B), as well as recommendations and guidelines of the Advisory Committee on Immunization Practices (ACIP), and the Health Resources and Services Administration (HRSA). A current listing of recommended preventive services under the Affordable Care Act can be accessed at www.HealthCare.gov/center/regulations/prevention.html.

Note: This includes 1) screening/preventive care colonoscopies; 2) breast pumps (Refer to Medical Benefits, Routine Well Adult Care for breast pump coverage criteria. The Allowed Amount for the purchase through a Non-Network Provider will be no greater than $300.); and 3) quit smoking counseling/smoking deterrents (Smoking cessation counseling with a trained/certified therapist, counselor, healthcare provider or Physician. Prescription Drugs and over-the-counter treatments are eligible through the Prescription Drug Benefits. Contact the PBM for further information.)

Non-ACA services are all other preventive services in conjunction with category “Routine” diagnosis codes in the current ICD book or are preventive/screening services not included in the ACA services. This will also include immunizations administered to prevent diseases such as yellow fever, typhoid, malaria, etc. in order to travel outside the United States (whether elective travel or for work-related travel) will be considered under this benefit. (Refer to Diagnostic Testing for coverage of colonoscopies required due to known symptoms.)

**Note: Breast examination services coded as Preventive Care and subject to Missouri Revised Statutes 376.1183 will be covered at 100%, deductible waived.*

IT IS UNDERSTOOD AND AGREED THAT the Plan Document for the **above-mentioned** Plan is hereby amended as follows effective January 1, 2025:

Page 4, Schedule of Benefits, PARTICIPATING PROVIDER ORGANIZATION (PPO) section is replaced with the following:

The Plan is a plan which contains multiple Participating Provider Organizations.

Regional PPO for Southwest Missouri:	Mercy Health System
Telephone:	(866) 732-4453
Web site:	http://mercyoptions.net

Extended and Wrap PPOs, for outside the above area*:

Extended PPO:	Mercy Health System - Extended
Telephone:	(866) 732-4453
Web site:	http://mercyoptions.net
Wrap PPO	HealthLink and Freedom Network Select
Telephone:	800-624-2356
Web site:	www.healthlink.com and www.phpkc.com
National Wrap PPO, for outside the above areas:	First Health Network
Telephone:	800-226-5116
Web site:	www.firsthealth.com

**Note: The utilization of these Extended and Wrap networks is not required. Refer to the exceptions listed below for when the higher Network Provider benefit is applied to services rendered by Extended, Wrap and Non-Network Providers. Otherwise, Non-Network Provider benefits apply.*

A list of Network Providers is available by calling the PPO or searching for a provider on the PPO's web site. The phone number and web site are listed above and on your health care plan ID card. In order to obtain benefits at the higher level, it is the Covered Person's responsibility to make sure the provider is participating in the network prior to seeking services. Call the PPO to verify the current status of the provider before each visit.

Health and Wellness Center and Other On-Campus Academic Clinical Facilities: Eligible expenses incurred by Plan members who utilize the University's on-campus Health and Wellness Center and academic clinical facilities will be processed under the percentages delineated in the "**HEALTH and WELLNESS CENTER & OTHER ON-CAMPUS CLINICAL FACILITIES**" column on the "Schedule of Benefits-Medical". Plan members for whom this Plan is their primary insurance coverage, must assign Plan benefits for unpaid balances to be paid to Health and Wellness Center.

Other Contracted Providers: The Claims Administrator may also contract directly with certain Hospitals and Physicians. These providers will be considered Network Providers.

Note: Participating Network Providers, Health and Wellness Center Providers and Other Contracted Providers are qualified medical professionals, however neither the Plan nor the network is responsible for damages caused by provider acts or failures to act. Accordingly, Covered Persons will have free choice of any legally qualified Physician or Other Professional Provider and the doctor/patient relationship will be maintained with any provider chosen.

Page 4, Schedule of Benefits, CALCULATION OF THE ALLOWED AMOUNT UNDER THIS PLAN, first two paragraphs are replaced with the following:

Charges for services rendered by a Network Provider will be allowed at the Participating Provider Organization (PPO) contracted rate, negotiated rate or billed amount, whichever is less unless specifically stated otherwise in the contract with that provider or elsewhere in this Plan.

Charges for services rendered by a Non-Network Provider, Extended PPO provider or Wrap PPO provider without an approved exception outlined below will be allowed at the Usual and Customary Allowance, negotiated rate or billed amount, whichever is less, and considered under the Non-Network Provider benefit (coinsurance amount and percentage differentials as listed in the following Medical Benefits Schedule table).

Page 4, Schedule of Benefits, WHEN SERVICES ARE RENDERED OUTSIDE THE REGIONAL NETWORK AREA, the fourth item and the first four items on Page 5 are replaced with the following:

- If a Covered Person is seeking services by an Extended, Wrap or Non-Network Provider when the services are available in the network area by a Network Provider, prior to seeking services, the Network Provider in that specialty must submit a referral to the Utilization Review Coordinator to determine if the services

will be considered under the Network Provider benefit and the time period for which the services will be approved under this exception.

- If a Covered Person is admitted to a Network Provider facility on an Inpatient or Outpatient basis and receives Physician, diagnostic or anesthesia services by an Extended, Wrap or Non-Network Provider when a Network Provider in that specialty is not available.
- If a Covered Person has a specimen for a lab test drawn or an x-ray taken by a Network Provider but an Extended, Wrap or Non-Network Provider performs the lab test or reads the x-ray.
- If a Covered Person receives treatment, services or supplies by any Provider which were negotiated and/or approved by the Utilization Review Coordinator (refer to General Plan Information section for contact information) will be considered at the higher Network Provider benefit. (Precertification is not an approval of the services or a guarantee of payment for the services.)
- If a Covered Person receives treatment, services or supplies by any Provider which were negotiated and/or approved by the Utilization Review Coordinator (refer to General Plan Information section for contact information) will be considered at the higher Network Provider benefit. (Precertification is not an approval of the services or a guarantee of payment for the services.)

Pages 5-6, Schedule of Benefits, WHEN SERVICES ARE RENDERED WITHIN THE REGIONAL NETWORK AREA, the three items are replaced with the following:

- If a Covered Person has no choice of a regional PPO Network Providers in the specialty required to treat the Illness or Injury. A referral is not required. The Extended, and Wrap PPO networks are available but utilization of those networks is not mandatory. Verification of the availability, or lack thereof, of a Network Provider must be submitted to the Utilization Review Coordinator by the Covered Person or the Physician to review for authorization of payment at the Network Provider benefit level prior to seeking services.
- If a Covered Person is seeking services by an Extended, Wrap or Non-Network Provider when the services are available by a Network Provider. Prior to seeking services, the Network Provider in that specialty must submit a referral to the Utilization Review Coordinator to determine if the services will be considered under the Network Provider benefit and the time period for which the services will be approved under this exception.
- If a Covered Person has an Emergency Medical Condition (on an Inpatient or Outpatient basis) evidenced by acute symptoms of sufficient severity so that a prudent layperson, with average knowledge of health and medicine, could reasonably expect that absence of immediate medical attention would place the individual's health in serious jeopardy or seriously impair bodily functions, bodily organs or parts. This applies to ambulance transport, facility and Physician charges. For an Inpatient admission, in order to continue to receive the higher benefit once the Covered Person's condition has been stabilized following admission to a Non-Network facility, the Covered Person must be transferred to a Network, Extended or Wrap facility.

Page 6, Schedule of Benefits, WHEN SERVICES ARE RENDERED OUTSIDE THE REGIONAL NETWORK AREA, the item is replaced with the following:

- A referral is not required. The Extended and Wrap PPO networks are available but utilization of these networks is not mandatory.

Page 10 Schedule of Benefits (Base and Buy-Up Plans), Mental Disorders, Office visits changed to read as follows:

	HEALTH and WELLNESS CENTER & OTHER ON-CAMPUS CLINICAL FACILITIES	**NETWORK PROVIDERS**	**NON-NETWORK PROVIDERS**
Mental Disorders			
Inpatient	Not applicable.	80% after deductible	60% after deductible
Outpatient	80%, deductible waived	80% after deductible	60% after deductible
Office visits	100% after PCP copayment	100% after PCP copayment	60% after deductible

Page 11 Schedule of Benefits (Base and Buy-Up Plans), Substance Abuse, Office visits changed to read as follows:

	HEALTH and WELLNESS CENTER & OTHER ON-CAMPUS CLINICAL FACILITIES	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Substance Abuse			
Inpatient	Not applicable.	80% after deductible	60% after deductible
Outpatient	80%, deductible waived	80% after deductible	60% after deductible
Office visits	100% after PCP copayment	100% after PCP copayment	60% after deductible

Page 29, Medical Benefits, item (e), Applied Behavior Analysis, the first paragraph is replaced with the following: [Removes requirement for treatment plan in order to be covered but can still require documentation to show Medical Necessity.]

(e) Applied Behavior Analysis (ABA) is considered a Covered Charge only for Autism Spectrum Disorders (ASD) when it meets the criteria for Eligible Benefits outlined in the Schedule of Benefits. (The services must be Medically Necessary treatment ordered by the treating Physician or psychologist in accordance with an ASD treatment plan. The provider may submit the ASD treatment plan to show Medical Necessity every six months.) ABA intervention shall produce socially significant improvements in human behavior through skill acquisition, increase or decrease in behaviors under specific environmental conditions and the reduction of problematic behavior.

Page 29, Medical Benefits, item (f), Autism, is replaced with the following. [Cannot require a treatment plan but can for Medical Necessity if all therapies require documentation for additional services.]

(f) Autism. The Plan will cover the evaluation to diagnose an Autism Spectrum Disorder (ASD) and Applied Behavior Analysis services (refer to this subsection above) as part of Habilitative Services under this Plan. (Refer to Mental Disorders and Substance Abuse for coverage of counseling services that are not Applied Behavior Analysis-related. Refer to Therapies for coverage of Habilitative and Rehabilitative Services.)

Page 31, Medical Benefits, item (q), Habilitative Services, the paragraph beginning with The Plan may require is replaced with the following. [Cannot require a treatment plan but can for Medical Necessity if all therapies require documentation for additional services.]

The provider may submit a treatment plan, medical records, clinical notes, or other data to substantiate the initial and/or continued medical treatment is Medically Necessary (typically provided every six months). When the treating provider anticipates that continued treatment is or will be required to permit the Covered Person to achieve measurable improvement progress, the documentation should be provided to the Claim Supervisors for authorization of additional services.

Page 31, Medical Benefits, item (t), Mental Disorders and Substance Abuse, the third paragraph is replaced with the following. [Providers allowed to file according to their licensure was more restrictive for MH/SUD.]

Physicians and Other Professional Providers may bill the Plan according to their state licensure.

Page 56, Defined Terms, Substance Abuse is replaced with the following:

Substance Abuse is regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs.

Page 58, Plan Exclusions, item (12), Educational or vocational testing is replaced with the following is added. [To clarify nutritional counseling as part of MH/SUD cannot be excluded.]

(12) Educational or vocational testing. Services for educational or vocational testing or training; nonmedical self-care or self-help training; and remedial reading, special education and learning disorders; and treatment of acquired cognitive deficits, nutritional counseling (except when included in the treatment of Mental Disorders). (Refer to Medical Benefits for coverage of Educational Training related to newly diagnosed conditions and Habilitative Services.)

Page 59-60, Plan Exclusions, Habilitative Services is removed. [This is a covered service and listed in the exclusions in error.]

Page 62, Plan Exclusions, item (58), Psychological reasons is removed. [A Plan cannot exclude coverage of a specific type of treatment for otherwise covered MH/SUD conditions and remain in parity. If surgery under this exclusion would be considered not medically necessary, this exclusion is redundant and should be removed to avoid any confusion. "Medical Necessity" will be utilized for determination of Covered Charges.]

Page 62, Plan Exclusions, item (66), Sex changes, the following is added: [Clarify that the Plan does include coverage of several MH/SUD and M/S conditions that are commonly co-morbid with gender dysphoria to avoid any confusion.]

> This exclusion does not apply to services provided for co-morbidities of gender dysphoria such as depression and anxiety.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be duly adopted effective the first Day of either January, 2024 or 2025 as stated above.

MISSOURI STATE UNIVERSITY

BY: _____

TITLE: _____

WITNESS: _____