

## BasicBlue Direct (csr 94%)

Congratulations! HealthSource RI has told us that you have qualified for the **Cost-Sharing Reduction Program (CSR).** This program will help you lower your out-of-pocket costs by reducing your deductible, out-of-pocket maximum, as well as some copayments for covered services.

Through this program, your health plan's in-network benefits have been reduced to the below amounts:

	When you see an in-network provider, you pay:	
Deductible	\$0 Individual/\$0 Family	
Out-of-Pocket Maximum	\$700 Individual/\$1,400 Family	
Primary Care Office Visit	\$5 copayment – Patient Centered Medical Home (PCMH) \$15 copayment – Non PCMH	
Specialist Office Visit	\$20 copayment	
Routine Eye Exam	\$30 copayment	
Non-Routine Eye Exam	\$20 copayment	
Surgery in an office setting	\$15 copayment	
Telemedicine	\$0 copayment	
Retail Clinics	\$0 copayment	
Prescription Drugs:		
Tier 1	\$0 copayment	
Tier 2	\$15 copayment	
Tier 3	\$50 copayment	
Tier 4	\$75 copayment	
Tier 5	\$100 copayment	

For additional information about these benefits, including any limits and exclusions, please see your subscriber agreement or contact Customer Service at the number printed on the back of your member ID card.

#### Important reminder:

If your income changes, please inform HealthSource RI as your eligibility for this program may change. In this situation, you won't lose your health plan benefits, but the amounts you pay for covered services will change to the amounts outlined in your subscriber agreement.

DPAY-113106

# Subscriber Agreement

## **BasicBlue Direct**

\$4,900/\$9,800 with pediatric dental

You have the right to return this *agreement* within ten (10) days after receipt if you are not satisfied with it for any reason. Your premium will be returned to you if this *agreement* is returned to us within ten (10) days.



# BLUE CROSS & BLUE SHIELD OF RHODE ISLAND SUBSCRIBER AGREEMENT

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## **SUMMARY OF MEDICAL BENEFITS**

This is a summary of your medical benefits under this plan. It includes information about copayments, deductibles, and benefit limits. This summary is intended to give you a general understanding of the medical coverage available under this plan. Please read Section 3.0 for a detailed description of coverage for each covered healthcare service and Section 4.0 for exclusions.

The amount you pay for covered healthcare services can differ based on the following:

- the service was provided in an inpatient or outpatient setting, in a physician's office, in your home, or from a pharmacy;
- the healthcare provider is from a network provider or non-network provider,
- the deductible (if any), copayment, or benefit limits applied;
- you reached your plan year maximum out-of-pocket expense;
- there are exclusions from coverage that apply; or
- our allowance for a covered healthcare service is less than the amount of your copayment and deductible (if any). In this case, you will be responsible to pay up to our allowance when services are rendered by a network provider.

All of our payments at the *benefit* levels noted below are based upon a fee schedule called our *allowance*.

## **Network and Non-Network Provider Services**

The following *network* assignments shall apply to this *plan*:

Network Assignments	Important Information		
Network Provider	Network providers are those healthcare providers that have entered into a contract directly with us.		
Services	If you receive covered healthcare services from a network provider, the provider has agreed to accept our allowance as payment in full for covered healthcare services, excluding your copayments, deductible (if any), and the difference between the benefit limit and our allowance.		
Non-network Provider Services	Non-network providers are those healthcare providers that have not entered into a contract directly with us.		
	Services received from a non-network provider are not covered except in the following limited circumstances:  • emergency care (emergency room services and ambulance services);  • we specifically approve the use of a non-network provider for covered healthcare services, see Network  Authorization in Section 5 for details;  • covered healthcare services are rendered by a non-network provider at a network facility outside of your control as described in Section 5;  • otherwise, as required by law.		

<u>Network</u> <u>Assignments</u>	Important Information		
	In these limited circumstances, the services rendered by a non-network provider will be covered at the network benefit level shown in the Summary of Medical Benefits. The reimbursement is based on the lesser of our allowance, the non-network provider's charge, or the benefit limit, less any copayments and deductibles. The deductible and maximum out-of-pocket expenses are calculated based on the lower of our allowance or the provider's charge, unless otherwise specifically stated. You may be responsible up to the provider's charge.		
	If you are traveling outside our service area and need <i>emergency</i> care, call the number provided for <i>BlueCard</i> Access listed in the Contact Information section. You may also visit our website and use the "Find A Doctor" feature to find a <i>BlueCard provider</i> .		

**Deductible/Maximum Out-of-Pocket Expense** 

Deductible/Maximum Out-of-Pocket	<u>Expense</u>	
Deductible; Maximum Out-of-Pocket Expense	Network Providers	Non-network Providers
	You Pay	You pay
<u>Deductible</u> -The amount you must pay each <i>plan year</i> before		
we begin to pay for certain covered healthcare services. See		
Glossary section for further details. The deductible applies to		
both <i>network</i> and <i>non-network</i> services combined. Services that		
apply the deductible are indicated as "After Deductible" in the		
Summary of Medical Benefits and the Summary of Pharmacy		
Benefits.		
Deductible for an Individual Plan:	\$4,900	Not Applicable
<b>Deductible for a Family Plan</b> : The Family plan	\$9,800	Not Applicable
deductible is met by adding the amount of covered		
healthcare expenses applied to the deductible for all family		
members; however no one (1) member can contribute		
more than the amount shown above for "Deductible for an		
Individual Plan".		
Maximum Out-of-Pocket Expense - The total combined		
amount of your deductible and copayments you must pay each		
plan year for certain covered healthcare services. See Glossary		
section for further details. The maximum out-of-pocket expense		
limit applies for both network and non-network services		
combined. The deductible and copayments (including, but not		
limited to, office visits copayments and prescription drug		
copayments) apply to the maximum out-of-pocket expense.		
Maximum Out-of-Pocket Expense for an Individual	\$5,500	Not Applicable
Plan:		
Maximum Out-of-Pocket Expense for a Family Plan:	\$11,000	Not Applicable
The family maximum out-of-pocket expense limit is met by		
adding the amount of covered healthcare expenses		
applied to the maximum out-of-pocket expense limit for all		
family members, however no one (1) member can		
contribute more than the amount shown in the Maximum		
Out-of-Pocket Expense for an Individual Plan.		

**Summary of Medical Benefits** 

additional benefit limits and details.  (**Preauthorization may be required for this service. Please sex Preauthorization in Section 5 for more information.  Anhibulance Services  Ground  Airiwater* - Up to the benefit limit of \$3,000 per occurrence.  Airiwater* - Up to the benefit limit of \$3,000 per occurrence.  Autism Services  Applied behavioral analysis*  Applied behavioral analysis*  Applied behavioral hospital  Diagnosis - Outpatient Hospital  Diagnosis - Outpatient Hospital  Diagnosis - Outpatient Hospital  Diagnosis - In a provider's office  Behavioral Health Services - Mental Health and Substance  Use Disorder  Impatient* - Unlimited days at a general hospital or a specialty hospital including detoxification or residential/rehabilitation per plan year.  Outpatient or informediate care services* - See Covered Healthcare Services behavioral Health Section for details about partial hospital program, intense outpatient program, adult intensive services, and child and family intensive treatment.  Offica visits - See Office Visits section below for Behavioral Health services provided by a PCP or specialist.  Psychological testing  Methadone maintenance treatment  Gardiac Rehabilitation  Outpatient - Benefit is limited to 18 weeks or 30 visits  (whichever occurs first) per covered episode.  Chiropractic Services:  Chiropractic Services:  Dental Services - Accidental Injury (Emergency)  Emergency room - When services are due to accidental injury to sound natural teeth.  Dental Services - Outpatient  Services connected to dental care when performed in an outpatient services in Section 3 for benefit limits and details.  The level of covered opisode.  Not Covered  Not	Oursell Destite Conference United Services for	Naturala Danida an	Non actional Description
You Pay   You	Covered Benefits - See Covered Healthcare Services for	Network Providers	Non-network Providers
See Presulthorization in Section 5 for more information.  Ambulance Services  Ground  Airwater* - Up to the benefit limit of \$3,000 per occurrence.  Airwater* - Up to the benefit limit of \$3,000 per occurrence.  Autism Services  Applied behavioral analysis*  Not Covered behavioral Health Services - Autism  Diagnosis - In a provider so affect analysis and behavioral Health services provided by a PCP or specialist.  Psychological testing  Methadone maintenance treatment  Cardiac Rehabilitation  Outpatient - Benefit is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode.  Chiropactic Services  In a physician's office - When services are due to accidental injury to sound natural teeth.  In a physician's office - When services are due to accidental injury to sound natural teeth.  In a physician's office - When services are due to accidental injury to sound natural teeth.  Bental Services - Accidental Injury (Imengency)  Emergency com - When services are due to accidental injury to sound natural teeth.  Dental Services - Accidental Applied program, and tealts.  Applied behavioral			
Anbulance Services Ground \$50 The level of coverage is the same as network provider.  Airwater' - Up to the benefit limit of \$3,000 per occurrence.  Airwater' - Up to the benefit limit of \$3,000 per occurrence.  Autism Services  Applied behavioral analysis'  10% - After deductible  Physical/Occupational/Speech Therapy Services - Autism Diagnosis - Outpatient frospital  Physical/Occupational/Speech Therapy Services - Autism Diagnosis - Outpatient frospital  Physical/Occupational/Speech Therapy Services - Autism Diagnosis - In a provider's office  Behavioral Health Services - Mental Health and Substance  Use Disorder  Inpatient' - Unlimited days at a general hospital or a specialty Inspatial including detoxification or residential/rehabilitation per plan year.  Outpatient or intermediate care services' - See Covered Health care Services - Services' - See Covered Health care Services - Services - See Covered Health care Services - Services - See Covered Health care Services - Services - See Covered Health services provided by a PCP or specialist.  Psychological testing  10% - After deductible  Not Covered  Not Covered  Not Covered  Not Covered  Not Covered  Attendeductible  Not Covered  Not Covered  Not Covered  Not Covered  Not Covered  Attendeductible  Not Covered  Not Cov		<u>You Pay</u>	You Pay
Solution			
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Methadone maintenance treatment  Cardiac Rehabilitation  Outpatient - Benefit is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode.  Chiropractic Services  In a physician's office - limited to 12 visits per plan year.  Dental Services - Accidental Injury (Emergency)  Emergency room - When services are due to accidental injury to sound natural teeth.  In a physician's/dentist's office - When services are due to accidental injury to sound natural teeth.  Dental Services - Outpatient Services - Outpatient Services connected to dental care when performed in an outpatient facility *  Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of 19.  Oral evaluations  X-rays  Oral evaluations  Not Covered Cleanings (prophylaxis)  Fluoride treatment  Space Maintainers  Oral evaluations  Oral evalua		10% - After deductible	Not Covered
Cardiac Rehabilitation       Outpatient - Benefit is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode.       10% - After deductible       Not Covered         Chiropractic Services       In a physician's office - limited to 12 visits per plan year.       \$45 - After deductible       Not Covered         Dental Services - Accidental Injury (Emergency)       Image of the expression of the express			
Outpatient - Benefit is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode.  Chiropractic Services In a physician's office - limited to 12 visits per plan year.  Dental Services - Accidental Injury (Emergency)  Emergency room - When services are due to accidental injury to sound natural teeth.  In a physician's 'dentist's office - When services are due to accidental injury to sound natural teeth.  Dental Services - Outpatient  Services connected to dental care when performed in an outpatient facility *  Dental Services (Pediatric) - for members under age 19: See Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of 19.  Oral evaluations  X-rays  O''s  Not Covered  X-rays  O''s  Not Covered  Fluoride treatments  O''s  Not Covered  Sealants  O''s  Not Covered  Sealants  O''s  Not Covered  Not Covered  Palliative treatment  50% - After deductible  Not Covered  Not Covered  Not Covered  Not Covered  Palliative treatment  50% - After deductible  Not Covered  Not Covered  Not Covered  Not Covered  Simple extractions  50% - After deductible  Not Covered		<b>V</b> 10	110( 0010100
Chiropractic Services   In a physician's office - limited to 12 visits per plan year.   \$45 - After deductible   Not Covered	Outpatient - Benefit is limited to 18 weeks or 36 visits	10% - After deductible	Not Covered
In a physician's office - limited to 12 visits per plan year.    Dental Services - Accidental Injury (Emergency)   10% - After deductible   The level of coverage is the same as network provider.   10% - After deductible   Not Covered   Not Covered			
Dental Services - Accidental Injury (Emergency)         Emergency room - When services are due to accidental injury to sound natural teeth.       10% - After deductible       The level of coverage is the same as network provider.         In a physician's/dentist's office - When services are due to accidental injury to sound natural teeth.       10% - After deductible       Not Covered         Dental Services - Outpatient       Services connected to dental care when performed in an outpatient facility *       10% - After deductible       Not Covered         See Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of 19.       0%       Not Covered         Oral evaluations       0%       Not Covered         X-rays       0%       Not Covered         Cleanings (prophylaxis)       0%       Not Covered         Fluoride treatments       0%       Not Covered         Sealants       0%       Not Covered         Space Maintainers       0%       Not Covered         Palliative treatment       50% - After deductible       Not Covered         Fillings       50% - After deductible       Not Covered         Simple extractions       50% - After deductible       Not Covered         Denture repairs and relines/rebasing       50% - After deductible       Not Covered		\$45 - After deductible	Not Covered
Emergency room - When services are due to accidental injury to sound natural teeth.  In a physician's/dentist's office - When services are due to accidental injury to sound natural teeth.  Dental Services - Outpatient  Services connected to dental care when performed in an outpatient facility *  Dental Services (Pediatric) - for members under age 19:  See Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of 19.  Oral evaluations  Cleanings (prophylaxis)  Fluoride treatments  Sealants  Space Maintainers  Palliative treatment  50% - After deductible  Not Covered  Sealants  Space Maintainers  0%  Not Covered  Fillings  50% - After deductible  Not Covered  Not Covered  Simple extractions  Denture repairs and relines/rebasing		ψ+ο 7 itel deddelible	140t GOVGTCG
In a physician's/dentist's office - When services are due to accidental injury to sound natural teeth.  Dental Services - Outpatient Services connected to dental care when performed in an outpatient facility*  Dental Services (Pediatric) - for members under age 19: See Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of 19.  Oral evaluations  Varays  O''s  Not Covered  X-rays  O''s  Not Covered  Cleanings (prophylaxis)  Fluoride treatments  O''s  Sealants  O''s  Not Covered  Sealants  O''s  Not Covered  Sealants  O''s  Not Covered  Some Maintainers  O''s  Not Covered  Fillings  Some After deductible  Not Covered  Not Covered  Not Covered  Some Mot Covered  Some Mot Covered  Not Covered	Emergency room - When services are due to accidental injury	10% - After deductible	
Dental Services - Outpatient   Services connected to dental care when performed in an outpatient facility *   Dental Servces (Pediatric) - for members under age 19:   See Dental Services in Section 3 for benefit limits and details.	In a physician's/dentist's office - When services are due to	10% - After deductible	
Services connected to dental care when performed in an outpatient facility *  Dental Servces (Pediatric) - for members under age 19:  See Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of 19.  Oral evaluations  X-rays  Ow  Not Covered  Cleanings (prophylaxis)  Fluoride treatments  Sealants  Space Maintainers  Palliative treatment  50% - After deductible  Not Covered  Fillings  Simple extractions  Denture repairs and relines/rebasing	, ,		
Dental Servces (Pediatric) - for members under age 19:         See Dental Services in Section 3 for benefit limits and details.         These services only apply to an enrolled member under the age of 19.         Oral evaluations       0%       Not Covered         X-rays       0%       Not Covered         Cleanings (prophylaxis)       0%       Not Covered         Fluoride treatments       0%       Not Covered         Sealants       0%       Not Covered         Space Maintainers       0%       Not Covered         Palliative treatment       50% - After deductible       Not Covered         Fillings       50% - After deductible       Not Covered         Simple extractions       50% - After deductible       Not Covered         Denture repairs and relines/rebasing       50% - After deductible       Not Covered	Services connected to dental care when performed in an	10% - After deductible	Not Covered
X-rays0%Not CoveredCleanings (prophylaxis)0%Not CoveredFluoride treatments0%Not CoveredSealants0%Not CoveredSpace Maintainers0%Not CoveredPalliative treatment50% - After deductibleNot CoveredFillings50% - After deductibleNot CoveredSimple extractions50% - After deductibleNot CoveredDenture repairs and relines/rebasing50% - After deductibleNot Covered	Dental Servces (Pediatric) - for members under age 19: See Dental Services in Section 3 for benefit limits and details. These services only apply to an enrolled member under the age of		
Cleanings (prophylaxis)       0%       Not Covered         Fluoride treatments       0%       Not Covered         Sealants       0%       Not Covered         Space Maintainers       0%       Not Covered         Palliative treatment       50% - After deductible       Not Covered         Fillings       50% - After deductible       Not Covered         Simple extractions       50% - After deductible       Not Covered         Denture repairs and relines/rebasing       50% - After deductible       Not Covered	Oral evaluations		Not Covered
Fluoride treatments  Sealants  O%  Not Covered  O%  Not Covered  Not Covered  Not Covered  Palliative treatment  50% - After deductible  Fillings  Simple extractions  Denture repairs and relines/rebasing  Not Covered			
Sealants       0%       Not Covered         Space Maintainers       0%       Not Covered         Palliative treatment       50% - After deductible       Not Covered         Fillings       50% - After deductible       Not Covered         Simple extractions       50% - After deductible       Not Covered         Denture repairs and relines/rebasing       50% - After deductible       Not Covered	Cleanings (prophylaxis)	0%	Not Covered
Space Maintainers       0%       Not Covered         Palliative treatment       50% - After deductible       Not Covered         Fillings       50% - After deductible       Not Covered         Simple extractions       50% - After deductible       Not Covered         Denture repairs and relines/rebasing       50% - After deductible       Not Covered	Fluoride treatments		Not Covered
Palliative treatment50% - After deductibleNot CoveredFillings50% - After deductibleNot CoveredSimple extractions50% - After deductibleNot CoveredDenture repairs and relines/rebasing50% - After deductibleNot Covered	Sealants	0%	Not Covered
Palliative treatment50% - After deductibleNot CoveredFillings50% - After deductibleNot CoveredSimple extractions50% - After deductibleNot CoveredDenture repairs and relines/rebasing50% - After deductibleNot Covered	Space Maintainers	0%	
Fillings 50% - After deductible Not Covered Simple extractions 50% - After deductible Not Covered Denture repairs and relines/rebasing 50% - After deductible Not Covered		50% - After deductible	
Simple extractions 50% - After deductible Not Covered  Denture repairs and relines/rebasing 50% - After deductible Not Covered		50% - After deductible	Not Covered
		50% - After deductible	Not Covered
	Denture repairs and relines/rebasing	50% - After deductible	Not Covered
1 00 /0 / filter deduction 1 Not Obvered	Crowns & onlays	50% - After deductible	Not Covered

Covered Benefits - See Covered Healthcare Services for additional benefit limits and details.	Network Providers	Non-network Providers
(*) Preauthorization may be required for this service. Please	You Pay	You Pay
see Preauthorization in Section 5 for more information.	<u>Tou ray</u>	<u>rour ay</u>
Therapeutic Pulpotomies	50% - After deductible	Not Covered
Root canal therapy	50% - After deductible	Not Covered
Non-surgical periodontal services	50% - After deductible	Not Covered
Surgical periodontal services	50% - After deductible	Not Covered
Periodontal maintenance	50% - After deductible	Not Covered
Fixed bridges and dentures	50% - After deductible	Not Covered
Implants	50% - After deductible	Not Covered
Oral surgery services	50% - After deductible	Not Covered
General anesthesia or IV sedation - dental office	50% - After deductible	Not Covered
Biopsies	50% - After deductible	Not Covered
Occlusal (night) guards	50% - After deductible	Not Covered
Orthodontic services (braces) - when medically necessary.	50% - After deductible	Not Covered
Dialysis Services		
Inpatient/outpatient/in your home	10% - After deductible	Not Covered
Durable Medical Equipment (DME), Medical Supplies, Diabetic		
Supplies, Prosthetic Devices, and Enteral Formula or Food,		
Hair Prosthetics		
Outpatient durable medical equipment* - Must be provided by	10% - After deductible	Not Covered
a licensed medical supply provider.		
Outpatient medical supplies* - Must be provided by a licensed	10% - After deductible	Not Covered
medical supply provider.		
Outpatient diabetic supplies/equipment purchased at licensed	10% - After deductible	Not Covered
medical supply provider (other than a pharmacy). See the		
Summary of Pharmacy Benefits for supplies purchased at a		
pharmacy.	100/ 15/ 1 / ///	N 10
Outpatient prosthesis* - Must be provided by a licensed	10% - After deductible	Not Covered
medical supply provider.	400/ 40- 1-1-01	Not Occupied
Enteral formula delivered through a feeding tube. Must be sole source of nutrition.	10% - After deductible	Not Covered
Enteral formula or food taken orally *	10% - After deductible	The level of coverage is the
Enteral formula of 1000 taken orally	10% - Allei deductible	same as <i>network provider</i> .
Hair prosthesis (wigs) - The benefit limit is \$350 per hair	10% - After deductible	The level of coverage is the
prosthesis (wig) when worn for hair loss suffered as a result	10 % - Allei deductible	same as <i>network provider</i> .
of cancer treatment.		Same as network provider.
Early Intervention Services (EIS)		
Coverage provided for <i>members</i> from birth to 36 months. The	0%	The level of coverage is the
provider must be certified as an EIS provider by the Rhode	370	same as <i>network provider</i> .
Island Department of Human Services.		, , , , , , , , , , , , , , , , , , ,
Education - Asthma		
Asthma management	10% - After deductible	Not Covered
Emergency Room Services		
Hospital emergency room	10% - After deductible	The level of coverage is the
, ,		same as network provider.
Experimental and Investigational Services		
Coverage varies based on type of service.		
Hearing Services		
Hearing exam	10% - After deductible	Not Covered
Hearing diagnostic testing	10% - After deductible	Not Covered
Hearing aids - The benefit limit is \$1,500 per hearing aid for a	10% - After deductible	The level of coverage is the
member under 19; the benefit limit is \$700 per hearing aid for		same as network provider.
a member 19 and older.		
Home Health Care*		
Intermittent skilled services when billed by a home health	10% - After deductible	Not Covered
care agency.		

Covered Benefits - See Covered Healthcare Services for	Network Providers	Non-network Providers
additional benefit limits and details.	· -	<u> </u>
(*) Preauthorization may be required for this service. Please	You Pay	You Pay
see Preauthorization in Section 5 for more information.		
Hospice Care	400/ 45	Net Coursed
Inpatient/in your home. When provided by an approved	10% - After deductible	Not Covered
hospice care program.		
Human Leukocyte Antigen Testing	100/ After deductible	Not Covered
Human leukocyte antigen testing	10% - After deductible	Not Covered
Infertility Services	400/ 45/ 1 / (7/	N. (O. )
Inpatient/outpatient/in a physician's office. Three (3) infertility	10% - After deductible	Not Covered
treatment cycles will be covered per <i>plan year</i> with a total of		
eight (8) infertility treatment cycles covered in a <i>member's</i>		
lifetime.		
Infusion Therapy - Administration Services	400/ 45	Net Coursed
Outpatient - hospital	10% - After deductible	Not Covered
In the physician's office/in your home	10% - After deductible	Not Covered
Inpatient Services	400/ 45/ 1 / (7/	N 10
General hospital or specialty hospital services* - unlimited	10% - After deductible	Not Covered
days	10% - After deductible	Not Covered
Rehabilitation facility services* - limited to 45 days per plan	10% - Aπer deductible	Not Covered
year.	100/ After deductible	Not Covered
Physician hospital visits	10% - After deductible	Not Covered
Office Visits - (Other than Preventive Care Services. See		
Prevention and Early Detection Services for coverage of annual preventive office visits.)		
Allergy injections - applies to injection only, including	10% - After deductible	Not Covered
administration.	10% - Alter deductible	Not Covered
Hospital based clinic visits	\$45	Not Covered
PCP visits - including behavioral health. Visits include PCP	Ψ45	Not Covered
office visits and <i>PCP</i> house calls and pediatric clinic visits.		
PCP practices with PCMH model of care	\$10	Not Covered
PCP does not practice with PCMH model of care	\$20	Not Covered
Retail clinics	\$45	Not Covered
Specialists - office visits and house calls rendered by a	\$45	Not Covered
specialist. Specialist includes but is not limited to behavioral	ΨΨΟ	Not Covered
health, allergists, dermatologists and podiatrists.		
Organ Transplants		
Organ transplant services	10% - After deductible	Not Covered
Physical/Occupational Therapy	10 % - Aitel deductible	Not Covered
Outpatient hospital/in a physician's/therapist's office.	10% - After deductible	Not Covered
Pregnancy and Maternity Services	1070 Pattol deddelible	1101 OUVUIGU
Pre-natal, delivery, and postpartum services.	10% - After deductible	Not Covered
Prescription Drugs and Diabetic Equipment and Supplies	1070 Pattol deddelible	1101 OUVUIGU
Prescription drugs and diabetic equipment and supplies		
dispensed at a pharmacy. See Summary of Pharmacy		
Benefits for prescription drugs purchased at a retail, specialty,		
or mail order <i>pharmacy</i> .		
Prescription drugs dispensed and administered by a licensed		
health care <i>provider</i> (other than a pharmacist), and <u>not</u>		
purchased from a retail, specialty or mail order <i>pharmacy</i> :		
Injectable drugs*	10% - After deductible	Not Covered
Infused drugs*	10% - After deductible	Not Covered
Medications other than injected and infused rugs*	Are included in the allowance	Not Covered
Salesaelle salet alan injested and indeser rage	for the medical service being	
	rendered.	
Prevention Care Services and Early Detection Services		
See Prevention and Early Detection Services section for	0%	Not Covered
details.	0 /0	
L COC 0 2040 DV01 COD 5 2040 DV	1	

Covered Benefits - See Covered Healthcare Services for	Network Providers	Non-network Providers
additional benefit limits and details.		
(*) Preauthorization may be required for this service. Please	You Pay	You Pay
see Preauthorization in Section 5 for more information.		
Private Duty Nursing Services*		
Must be performed by a certified home health care agency.	10% - After deductible	Not Covered
Radiation Therapy/Chemotherapy Services		
Outpatient	10% - After deductible	Not Covered
In a physician's office	10% - After deductible	Not Covered
Respiratory Therapy		
Inpatient	10% - After deductible	Not Covered
Outpatient	10% - After deductible	Not Covered
Skilled Care in a Nursing Facility*	1070 7 1101 0000000	1101 0010100
Skilled or sub-acute care	10% - After deductible	Not Covered
Speech Therapy	1070 Titol doddololo	1101 0010100
Outpatient hospital/in a physician's/therapist's office.	10% - After deductible	Not Covered
Surgery Services	1070 Tittel deddelible	140t Covered
Inpatient physician services	10% - After deductible	Not Covered
Outpatient physician services	10% - After deductible	Not Covered
In a physician's office	\$30 - After deductible	Not Covered
Telemedicine Services	ψ30 - Aitel deddclible	Not Covered
When rendered by a designated provider.	\$20	Not Covered
When rendered by a designated provider.  When rendered by a network provider.	\$20 \$20	Not Covered
Tests, Labs, Imaging and X-rays - Diagnostic	φ20	Not Covered
Outpatient, in a physician's office, urgent care center or free-		
standing laboratory:		
MRI*, MRA*, CAT scans*, CTA scans*, PET scans*, and nuclear medicine*.	10% - After deductible	Not Covered
Sleep studies.*	10% - After deductible	Not Covered
Diagnostic imaging and tests, other than the diagnostic imaging services listed above.	10% - After deductible	Not Covered
Lab and pathology services.	10% - After deductible	Not Covered
Diagnostic colorectal services - (Including, but not limited	10% - After deductible	Not Covered
to, fecal occult blood testing, flexible sigmoidoscopy,		
colonoscopy, and barium enema. See Prevention and		
Early Detection Services for preventive colorectal		
services.)		
Lyme disease diagnosis and treatment	10% - After deductible	Not Covered
Urgent Care		
Urgent care services	\$75 - After deductible	The level of coverage is the same as network provider.
Vision Care Services		, p
Vision exam - one routine eye exam per <i>member</i> per <i>plan</i>	\$55	Not Covered
year.	÷ • •	
Non-routine eye exam	\$45	Not Covered
Pediatric vision care for <i>members</i> under age 19: See Vision		
Care Services in Section 3 for benefit limits and details.		
These services only apply to an enrolled member under the		
age of 19:.		
Prescription glasses - frame and lenses	10% - After deductible	Not Covered
Contact lens (in lieu of prescription glasses)	10% - After deductible	Not Covered
Vision hardware for enrolled <i>members</i> aged 19 and older.	Not Covered	Not Covered

## SUMMARY OF PHARMACY BENEFITS

The Summary of Pharmacy *Benefits* only applies to prescription drugs purchased at a retail, mail order, or specialty, pharmacy.

## **Required Preauthorization**

Prescription drugs for which *preauthorization* is required are marked with the symbol (+) in the Summary of Pharmacy *Benefits*.

For details on how to obtain prescription drug *preauthorization* for a prescription drug, see Prescription Drug *Preauthorization* in Section 3 for details. If *preauthorization* is not obtained, you will be required to pay for the prescription drug at the pharmacy. You can ask us to consider reimbursement after you receive the prescription drug by following the prescription drug *preauthorization* process. For a list of prescription drugs that require *preauthorization*, visit our website or call our Customer Service Department.

This prescription drug *plan formulary* has a five-tiered *copayment* structure. The *copayment* for a prescription drug will vary by tier. The tier placement of a prescription drug on our *formulary* is subject to change. For more information about our *formulary*, and to see the tier placement of a particular prescription drug, visit our website or call our Customer Service Department.

Below indicates the tier structure for this *plan* and the amount that you are responsible to pay. You will be responsible for paying the lowest cost of either *y*our *copayment*, the retail cost of the drug, or the *pharmacy allowance*.

**Summary of Pharmacy Benefits** 

Summary of Pharmacy Benefits  Covered Benefits	Network Pharmacy	Non-network Pharmacy
(+) Preauthorization is required for this service. Please	You Pay	You Pay
see Preauthorization in Section 3 for more information.	<u></u>	<u> </u>
Prescription Drugs, other than Specialty Prescription		
Drugs, and Diabetic Equipment and Supplies (which		
includes Glucometers, Test Strips, Lancet and Lancet		
Devices, Needles and Syringes, and Miscellaneous Supplies,		
calibration fluid):		
When purchased at a Retail or Specialty Pharmacy:	Tier 1: \$10	Not Covered
	Tier 2: \$30	Not Covered
Copayment applies per each 30-day supply or portion	Tier 3: \$50 - After deductible	Not Covered
thereof for maintenance and non-maintenance	Tier 4: \$75 - After deductible	Not Covered
prescription drugs.	Tier 5: See specialty	Not Covered
Prorated copayments for a shorter supply period may	prescription drug section	
apply for <i>network pharmacy</i> only. See Prescription  Drug section for details.	below.	
Miles and the Mail Order Dhamas	T: 4. 00F	Not Coursed
When purchased at a Mail Order Pharmacy:	Tier 1: \$25 Tier 2: \$75	Not Covered Not Covered
Up to a 90-day supply of maintenance and non-	Tier 2: \$75 Tier 3: \$125 - After	Not Covered Not Covered
maintenance prescription drugs.	deductible	INOL COVELED
maintenance presemption arage.	Tier 4: \$225 - After	Not Covered
	deductible	INOLOGVELED
	Tier 5: See specialty	Not Covered
	prescription drug section	1100 0010100
	below.	
Specialty Prescription Drugs (+) Prorated copayments for		
a shorter supply period may apply for <i>network pharmacy</i> only. See Prescription Drug section for details.		
When purchased at a Specialty Pharmacy(+):	Tier 5: \$100 - After deductible	Not Covered
Copayment applies per each 30-day supply or applies per recommended treatment interval.		
When purchased at a Retail Pharmacy(+):	Tier 5: 50% - After deductible	Not Covered
Copayment applies per each 30-day supply or applies		
per recommended treatment interval. Specialty		
Prescription Drugs purchased at a retail pharmacy will		
require a significantly higher out of pocket expense		
than if purchased from a Specialty Pharmacy.		
Our raimburgament is based on the sharmany		
Our reimbursement is based on the pharmacy allowance.		
When purchased at a Mail Order Pharmacy:	Not Covered	Not Covered
Infertility Prescription Drugs - Three (3) in-vitro cycles will	1101 0010100	140t OUVOIGU
be covered per plan year with a total of eight (8) in-vitro		
cycles covered in a <i>member's</i> lifetime.  When purchased at a Specialty, Mail Order, or Retail	Tier 1: 20%	Not Covered
Pharmacy	Tier 2: 20%	Not Covered
, namuoy	Tier 3: 20% - After	Not Covered
	deductible	140t Ouvolou
	Tier 4: 20% - After	Not Covered
	deductible	
When purchased at a Specialty Pharmacy(+)	Tier 5: 20% - After	Not Covered
1 7 - 7/1/	deductible	

Covered Benefits	Network Pharmacy	Non-network Pharmacy
(+) Preauthorization is required for this service. Please	You Pay	You Pay
see Preauthorization in Section 3 for more information.		
When purchased at a Retail Pharmacy (+): Specialty  Prescription Drugs purchased at a retail pharmacy will require a significantly higher out of pocket expense than if purchased from a specialty pharmacy.	Tier 5: 20% - After deductible	Not Covered
<u>Contraceptive Methods</u> - Coverage includes barrier method (diaphragm or cervical cap), hormonal method (birth control pill), and emergency contraception.		
When purchased at a Retail Pharmacy:	Tier 1: \$0	Not Covered
	Tier 2: \$30	Not Covered
Copayment applies per each 30-day supply or portion	Tier 3: \$50 - After deductible	Not Covered
thereof of maintenance and non-maintenance	Tier 4: \$75 - After deductible	Not Covered
prescription drugs.	Tier 5: Contraceptives are only placed in Tier 1, Tier 2, Tier 3, or Tier 4. See above.	Not Covered
When purchased at a Mail Order Pharmacy:	Tier 1: \$0	Not Covered
	Tier 2: \$75	Not Covered
Up to a 90-day supply of maintenance and non-maintenance prescription drugs.	Tier 3: \$125 - After deductible	Not Covered
	Tier 4: \$225 - After deductible	Not Covered
	Tier 5: Contraceptives are only placed in Tier 1, Tier 2, Tier 3, or Tier 4. See above.	Not Covered
Over-the-counter (OTC) Preventive Drugs		
When purchased at any pharmacy:  Must be prescribed by a physician. See Prescription	\$0	Not Covered
Drug section for details.		
Nicotine Replacement Therapy (NRT) and Smoking Cessation Prescription Drugs		
When purchased at any pharmacy:	Tier 1: \$0	Not Covered
	Tier 2: \$30	Not Covered
Must be prescribed by a physician. See Prescription	Tier 3: \$50 - After deductible	Not Covered
Drug section for details.	Tier 4: \$75 - After deductible	Not Covered
When a generic brand (Tier 1) is not available, a preferred brand (Tier 2) will be covered at the Tier 1 level.	Tier 5: NRT and Smoking Cessation drugs are only placed in Tier 1, Tier 2, Tier 3, or Tier 4. See above.	Not Covered
When purchased at a Mail Order Pharmacy:	Not Covered	Not Covered
Prescription Drugs Administered by a Provider (other than a Pharmacy).	See the Summary of Medical Benefits.	See the Summary of Medical Benefits.

# SECTION 1: INTRODUCTION TO YOUR SUBSCRIBER AGREEMENT

Thank you for choosing Blue Cross & Blue Shield of Rhode Island (BCBSRI) for your healthcare coverage. We appreciate the trust you've placed in us and want to help you make the most of your health plan.

In this Subscriber Agreement (agreement), you'll find valuable information about your plan, including:

- how your health coverage works;
- how BCBSRI processes claims for the health services you receive;
- your rights and responsibilities as a BCBSRI member,
- BCBSRI's rights and responsibilities; and
- tools and programs to help you stay healthy and save money.

We encourage you to read this *agreement* to learn about all the advantages of being a BCBSRI *member*.

## **How to Use This Agreement**

Below are some helpful tips on how to find what you need in this agreement.

- As a member, you are responsible for understanding the benefits to which you are entitled under this agreement and the rules you must follow to receive those benefits.
- The Table of Contents will help you find the order of the sections as they appear in the *agreement*.
- The Summary of *Benefits*, included in this *agreement*, shows the amount you pay out of *y*our own pocket.
- Important contact information, such as, telephone numbers, addresses, and websites are located at the end of this document.
- Some words and phrases used in this agreement are in italics. This means that the
  words or phrases have a special meaning as they relate to your healthcare
  coverage. Please see Section 8 for definitions of these words.
- When we use the words "we," "us," and "our," we are referring to BCBSRI. When we use the words "you" and "your" we are referring to the enrolled *subscriber* and/or *member*. These words are also defined in the Glossary.
- Many sections of this document are related to other sections. You may need to reference more than one section to find the information you need.

## **Contact Us If You Have a Question**

If you have questions about *your benefits* or anything in this *agreement*, we are happy to help. Simply call our Customer Service Department or visit one of our Your Blue Store locations. As a BCBSRI *member*, you may also log in to our secure *member* website to find out BCBSRI news, get *plan* information or use many of our self-service options.

## Your Member Identification Card

Your BCBSRI *member* ID card is *y*our key to getting healthcare coverage. It shows *y*our healthcare *provider* that you're part of the nation's most trusted health *plan*. All BCBSRI *members* receive ID cards, which provide important information about *y*our coverage. This card is for identification only, and you must show it whenever you receive healthcare services. Please note you must be a current *member* to receive covered services.

Tips for keeping your card safe:

- Carry it with you at all times.
- Keep it in a safe location, just as you would with a credit card or money.
- Let BCBSRI know right away if it is lost or stolen.

## <u>Your Guide to Selecting a Primary Care Provider (PCP) and Other</u> Providers

Quality healthcare begins with a partnership between you and your *primary care provider* (*PCP*), which can be a *physician* or a nurse practitioner.

When you need care, call your *PCP*, who will help coordinate your care. Your healthcare coverage under this *plan* is provided or arranged through our *network* of *PCPs*, specialists, and other *providers*. You're encouraged to:

- become involved in your healthcare by asking *providers* about all treatment plans available and their costs;
- take advantage of the preventive health services offered under this *plan* to help you stay healthy and find problems before they become serious.

Each *member* is required to provide the name of his or her *PCP*. However, if the name of a *PCP* is not provided with the application, your enrollment will not be delayed and your coverage will not be cancelled.

#### How to Find a PCP or Other Providers

Finding a *PCP* in our *network* is easy. To select a *provider*, or to check that a *provider* is in our *network*, please use the "Find a Doctor" tool on our website or call Customer Service.

Need to select a healthcare *provider* outside the BCBSRI service area? Please call the *BlueCard* Access phone number located on the Contact Information page or use the "Find a Doctor" tool on our website.

Please note: We are not obligated to provide you with a *provider*. We are not liable for anything *y*our *provider* does or does not do. We are not a healthcare *provider* and do not practice medicine, dentistry, furnish health care, or make medical judgments.

## Programs to Keep You Healthy

Many health problems can be prevented by making positive changes to *y*our lifestyle, including exercising regularly, eating a healthy diet, and not smoking. As a *member*, you can take advantage of our wellness programs at no additional cost.

#### **Wellness Programs**

We offer wellness programs to our *members* from time to time. These programs include, but are not limited to:

- online and in-person educational programs;
- health assessments;
- coaching;
- biometric screenings, such as cholesterol or body mass index;
- discounts

We may provide incentives for you to participate in these wellness programs. These incentives may include credits toward *your plan* premium, and a reduction or waiver of *deductible* and/or *copayments* for certain *covered healthcare services*, as permitted by applicable state and federal law. The incentives may also include up to \$250 in rewards, which may take the form of cash or cash equivalents such as gift cards, discounts, and others. These rewards may be taxable income.

Your participation in our wellness programs is voluntary. We reserve the right to end wellness programs at any time.

#### **Member Incentives**

From time to time, we may offer you coupons, discounts, or other incentives as part of our *member* incentives program. These coupons, discounts and incentives are not *benefits* and do not change or affect *your benefits* under this *plan*. You must be a *member* to be eligible for *member* incentives. Restrictions may apply to these incentives, and we reserve the right to change or stop providing *member* incentives at any time.

#### **Care Coordination**

Care coordination gives you access to dedicated BCBSRI healthcare professionals, including nurses, dietitians, behavioral health *providers*, and community resources specialists. These care coordinators can help you set and meet *y*our health goals. You can receive support for many health issues, including, but not limited to:

- making the most of your physician's visits;
- navigating through the healthcare system;
- · managing medications or addressing side effects;
- better understanding new or pre-existing medical conditions;
- completing preventive screenings;
- · losing weight.

Care Coordination is a personalized service that is part of your existing healthcare coverage and is available at no additional cost to you. For more information, please call (401) 459-CARE (2273).

## **Disease Management**

If you have a chronic condition such as asthma, coronary heart disease, diabetes, congestive heart failure, and/or chronic obstructive pulmonary disease, we're here to help. Our tools and information can help you manage your condition and improve your health. You may also be eligible to receive help through our care coordination program. This voluntary program is available at no additional cost you. To learn more about disease management, please call (401) 459-5683 or 1-888-725-8500.

## **About This Agreement**

This is a legal *agreement* between you and Blue Cross & Blue Shield of Rhode Island (BCBSRI). Your ID card will identify you as a *member* when you receive the healthcare services covered under this *agreement*. By presenting your ID card to receive *covered healthcare services*, you are agreeing to abide by the rules and obligations of this *agreement*.

Your eligibility for *benefits* is determined under the provisions of this *agreement*. This *agreement* is issued based on *y*our application and payment of premium. Your right to appeal and take action is described in Appeals in Section 5.

You hereby expressly acknowledge your understanding that this contract is solely between you and BCBSRI. BCBSRI is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("the Association"), an association of independent Blue Cross and Blue Shield plan, permitting us to use the Blue Cross and Blue Shield Service Marks. We are not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this contract based upon representations by anyone other than us and that no person, entity or organization other than us shall be held accountable or liable to you for any of our obligations to you under this contract. This paragraph shall not create any additional obligations on our part other than those obligations created under other provisions of this agreement.

This *agreement* describes the *benefits*, exclusions, conditions and limitations provided under *your plan*. It shall be construed under and shall be governed by the applicable laws and regulations of the State of Rhode Island and federal law as amended from time to time. It replaces any *agreement* previously issued to you. If this *agreement* changes, an amendment or new *agreement* will be provided.

## **SECTION 2: ELIGIBILITY**

You may purchase this *plan* directly from us or from *HealthSource RI (HSRI)*.

If you purchased this *plan* from us, this section of the *agreement* describes:

- who is eligible for coverage;
- when coverage begins;
- how to add or remove family members;
- when coverage ends; and
- continuation of coverage.

If you purchased this *plan* from *HSRI*, eligibility determinations will be made by *HSRI*. Please contact *HSRI* for questions about *y*our eligibility.

## Who Is an Eligible Person

#### You

You are eligible to enroll if:

- you are not eligible for coverage under Medicare; and
- you reside in Rhode Island.

## **Your Spouse**

Your spouse is eligible to enroll for coverage if he/she resides in Rhode Island and is not eligible for Medicare coverage and you have selected family coverage. Only one of the following individuals may be enrolled at a given time:

- Your legal spouse: according to the laws of the state in which you were married.
- Your common law spouse: according to the law of the state in which your marriage
  was formed. To be eligible, you and your common law spouse need to complete our
  Affidavit of Common Law Marriage and provide us with the required documentation
  listed on the affidavit. Please call our Customer Service Department to obtain a
  copy.
- Your civil union partner: according to the law of the state in which you entered into a civil union. Civil Union partners may only be enrolled if civil unions are recognized by the state in which you reside.
- Domestic Partner: To be eligible, you and your domestic partner need to complete our Declaration of Domestic Partnership form and provide us with the required documentation listed on the form. Please call our Customer Service Department to obtain a copy.
- Former Spouse: In the event of a divorce, your former spouse will continue to be eligible for coverage provided that your divorce decree requires it in accordance with state law. Your former spouse will remain eligible on your policy until the earlier of:
  - o the date either you or your former spouse are remarried;
  - o the date provided by the judgment of divorce; or

 the date your former spouse has comparable coverage available through his or her own employment.

#### Your Children

Each of your and your spouse's children are eligible for coverage until the last day of the month in which they turn twenty-six (26). For purposes of determining eligibility for coverage, the term children means:

- Natural children;
- Step-children;
- Legally adopted children;
- Foster children who have been placed with you by an authorized placement agency or court order.

We may request more information from you to confirm your child's eligibility.

#### **Disabled Dependents**

In accordance with R.I. General Law § 27-20-45, when your enrolled unmarried child reaches the maximum dependent age of twenty-six (26), he or she can continue to be considered an eligible dependent only if he or she is a determined by us to be a disabled dependent.

If you have an unmarried child of any age who is financially dependent upon you and medically determined to have a physical or mental impairment, which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, that child is an eligible disabled dependent under this *agreement*.

To obtain the necessary form to verity the child's status, please contact our Customer Service Department. Periodically, you may be asked to re-verify the child's disabled status.

## When Your Coverage Begins

We accept new *subscribers* and eligible dependents in accordance with federal law and R.I. General Law §27-18.5-3.

#### **Open Enrollment Period**

Open Enrollment is a period of time each year when you and your eligible dependents can enroll for healthcare coverage. Each year, the annual open enrollment period is determined by the federal government and the State of Rhode Island. Please contact Customer Service to obtain specific dates.

This *agreement* goes into effect on the first day of the month indicated on *y*our completed enrollment form and you have paid the premium.

#### **Special Enrollment Period**

A Special Enrollment Period is a time outside the yearly Open Enrollment Period when you can sign up for health coverage. You may enroll your eligible dependents for

coverage through a Special Enrollment Period by completing an enrollment form within sixty (60) days following one of these events:

- you get married.
- you have a child born to the family.
- you have a child placed for adoption with your family.

In addition, if you lose your healthcare coverage, you may enroll or add your eligible dependents through a Special Enrollment Period by completing an application within sixty (60) days following the date you lost coverage. Coverage will begin on the first day of the month following the date your coverage under the other *plan* ended. In order to be eligible, the loss of coverage must be the result of:

- legal separation or divorce;
- death of the covered policy holder;
- termination of employment or reduction in the number of hours of employment;
- the covered policy holder becomes entitled to Medicare;
- loss of dependent child status under the *plan*;
- employer contributions to such coverage is being terminated;
- COBRA benefits are exhausted; or
- your employer is undergoing Chapter 11 proceedings.

You are also eligible for a Special Enrollment Period if you and/or your eligible dependent lose eligibility for Medicaid or a Children's Health Insurance Program (CHIP), or if you and/or your eligible dependent become eligible for premium assistance for Medicaid or CHIP. In order to enroll, you must make written application within sixty (60) days following your change in eligibility. Coverage will begin on the first day of the month following our receipt of your application.

In addition, you may also be eligible a Special Enrollment Period if you apply within sixty (60) days of the following the events:

- you or your dependent lose minimum essential coverage;
- you adequately demonstrate to us that another health plan substantially violated a material provision of its contract with you;
- you make a permanent move into the service area;
- your enrollment or non-enrollment in a qualified health plan (QHP) is unintentional, inadvertent, or erroneous and is the result of error, misrepresentation, or inaction by us HSRI, or the U.S. Department of Health and Human Services (HHS).

If you purchased this *plan* through *HSRI*, you may also be eligible for additional Special Enrollment Periods. Please contact *HSRI* for questions about these Special Enrollment periods and *y*our eligibility.

## **Coverage for Members Who Are Hospitalized on Their Effective Date**

If you are in the *hospital* on *your* effective date of coverage, *covered healthcare services* related to such hospitalization are covered as long as: (a) you notify us of *your* hospitalization within forty-eight (48) hours of the effective date, or as soon as is reasonably possible; and (b) *covered healthcare services* are received in accordance

with the terms, conditions, exclusions and limitations of this *plan*. As always, *benefits* paid in such situations are subject to the Coordination of *Benefits* provisions described in Section 6.0.

## **How to Add or Remove Coverage for Family Members**

You must notify us if you want to add family members according to the provisions provided above.

To remove a family member from your plan, notify us at least fourteen (14) business days before the requested date of removal. If we do not receive your notice within the fourteen (14) business day period, you will have to pay for an additional month's premium. Coverage for family members will end on the last day of the month in which you notified us.

Requests for retroactive removal of family members from coverage are not allowed.

You must notify us of the birth of a newborn child and pay the required premium within thirty-one (31) days of the date of birth. Otherwise, the newborn will not be covered beyond the thirty-one (31) day period. This *plan* does not cover services for a newborn child who remains hospitalized after thirty-one (31) days and has not been enrolled in this *plan*.

## When Your Coverage Ends

## **When This Agreement Ends**

Coverage under this *agreement* is guaranteed renewable. It will automatically renew on the *plan* renewal date of January 1. It can only be canceled for one of the following reasons:

- if the premium is not paid;
- if you or your covered dependent no longer qualifies as an eligible person;
- if you are no longer a Rhode Island resident;
- if fraud is determined by us. See Rescission of Coverage section below for additional details.
- if you purchased coverage from *HSRI* and they have terminated or decertified the qualified health *plan*.

If we no longer offer this type of coverage, *y*our coverage will end per the rights and limitations of R.I. General Law §27-18.5-4.

#### **Rescission of Coverage**

Rescission is a cancellation or discontinuance of coverage that has a retroactive effect. A cancellation is not a rescission if it:

- only has a prospective effect; or
- is due to non-payment of premiums, which can have a retroactive cancellation effect.

We may rescind your coverage if you or your dependents commit fraud. Fraud includes, but is not limited to, intentional misuse of your identification card (ID card) or intentional

misrepresentation of material fact. Any *benefit* paid in the past will be voided. You will be responsible to reimburse us for all costs and *claims* paid by us. We must provide you a written notice of a rescission at least thirty (30) days in advance.

Except for non-payment, we will not contest this policy after it has been in force for a period of two (2) years from the later of the effective date of this *agreement* or the latest reinstatement date.

### When You End This Agreement

If you purchased coverage from *HSRI*, you may end this coverage by notifying *HSRI* in accordance with its policy. Please contact *HSRI* for details.

If you purchased coverage from us, you may end your coverage by telling us in writing. We must receive your notice at least fourteen (14) days before the requested date of cancellation. If we do not receive your notice within this fourteen (14) day period, you will have to pay an additional month's premium.

Requests for retroactive cancellations are not allowed.

#### **Continuation of Coverage - Extended Benefits**

In the event that we cancel your healthcare coverage, *benefits* shall be extended for a pregnancy that began while the *agreement* was in force and for which *benefits* would have been payable had your coverage remained in force.

If you are disabled on the date your healthcare coverage ends, your benefits will be temporarily extended for any continuous loss, which commenced while your coverage was in force. The services provided under this benefit are subject to all terms, conditions, limitations and exclusions listed in this agreement, and the care you receive must relate to or arise out of the disability you had on the day your healthcare coverage ended.

Extended *benefits* apply only to the *subscriber* who is disabled. If you want to receive coverage for continued care when *y*our coverage ends, you must provide us with proof that you are disabled. We will make a determination whether *y*our condition constitutes a disability and you will have the right to appeal our determination or to take legal action.

The extension of *benefits* will end upon the earliest of the following events:

- the continuous disability ends; or
- twelve (12) months from the termination date; or
- payment of the benefit limits under this plan.

## **Premiums and Grace Periods**

#### **Premiums**

We will send you a monthly bill. Premium due date is the first day of each month that this *agreement* is in effect. For example, coverage effective July 1 through July 31, the premium due date will be July 1.

#### **Grace Periods**

A grace period is a period of time past the premium due date that we will accept the monthly premium payment. Under this *agreement*, the grace period ends on the last day of the calendar month in which the premium is due. For example: for coverage effective July 1 through July 31, the end of the one-month grace period and the last date we will accept the premium payment is July 31.

If you purchased coverage:

- directly from BCBSRI the grace period is one calendar month;
- through HSRI,
  - and you do NOT receive advance payments of tax credits, the grace period is one calendar month;
  - o and you do receive advance payment of tax credits; the grace period is three (3) calendar months after the premium due date. Please contact *HSRI* for details.

If you do not make payment by the end of the grace period, this *agreement* will cancel as of the last day of the grace period. This is called termination for nonpayment of premiums. Any *claims* incurred after the end of the grace period will be *your* responsibility. If you do not pay us premium you owe, we reserve the right to turn *your* account over to collection agency(ies) and/or report overdue balances to credit bureaus.

## **Reinstatement After Termination for Nonpayment of Premium**

If you purchased coverage directly from BCBSRI and your coverage was terminated for nonpayment of premium, you will not be eligible to enroll in another BCBSRI individual plan unless you pay any required and/or past due premiums.

## **SECTION 3: COVERED HEALTHCARE SERVICES**

This section describes *covered healthcare services*. This *plan* covers services only if they meet all of the following requirements:

- Listed as a *covered healthcare service* in this section. The fact that a *provider* has prescribed or recommended a service, or that it is the only available treatment for an illness or injury does not mean it is a *covered healthcare service* under this *plan*.
- *Medically necessary*, consistent with our medical policies and related guidelines at the time the services are provided.
- Not listed in Exclusions Section.
- Received while a *member* is enrolled in the *plan*.
- · Consistent with applicable state or federal law.
- Provided by a *network provider*. This requirement does not apply to *emergency* services, and other exceptions as described in Section 6.

We review *medical necessity* in accordance with our medical policies and related guidelines. Our medical policies can be found on our website.

Our medical policies are written to help administer *benefits* for the purpose of *claims* payment. They are made available to you for informational purposes and are subject to change. Medical policies are not meant to be used as a guide for *y*our medical treatment. Your medical treatment remains a decision made by you with *y*our *physician*. If you have questions about our medical policies, please call Customer Service.

When a *new service* or drug becomes available, when possible, we will review it within six (6) months of one of the events described below to determine whether the *new service* or drug will be covered:

- the assignment of an American Medical Association (AMA) Current Procedural Terminology (CPT) code in the annual CPT publication;
- final Food and Drug Administration (FDA) approval;
- the assignment of processing codes other than CPT codes or approval by governing or regulatory bodies other than the FDA;
- submission to us of a claim meeting the criteria above; and
- generally, the first date an FDA approved prescription drug is available in pharmacies (for prescription drug coverage only).

During the review period, *new services* and drugs are not covered.

For all covered healthcare services, please see the Summary of Medical Benefits and the Summary of Pharmacy Benefits to determine the amount that you pay any benefit limits.

## **Ambulance Services**

#### **Ground Ambulance**

This *plan* covers local professional or municipal ground ambulance services when it is *medically necessary* to use these services, rather than any other form of transportation as required under R.I. General Law § 27-20-55. Examples include but are not limited to the following:

- from a hospital to a home, a skilled nursing facility, or a rehabilitation facility after being discharged as an inpatient;
- to the closest available hospital emergency room in an emergency situation; or
- from a physician's office to an emergency room.

Our *allowance* for ground ambulance includes the services rendered by an *emergency* medical technician or paramedic, as well as any drugs, supplies and cardiac monitoring provided.

#### Air and Water Ambulance

This *plan* covers air and water ambulance services when:

- the time needed to move a patient by land, or the instability of transportation by land, may threaten a patient's condition or survival; or
- if the proper equipment needed to treat the patient is not available from a ground ambulance.

To be covered, air or water ambulance services must originate and end within the United States and/or its territories.

The patient must be transported to the nearest facility where the required services can be performed and the type of *physician* needed to treat the patient's condition is available.

Our *allowance* for the air or water ambulance includes the services rendered by an *emergency* medical technician or paramedic, as well as any drugs, supplies and cardiac monitoring provided.

## **Autism Services**

This *plan* covers the following services for the treatment of autism spectrum disorders.

- Applied behavior analysis when provided and/or supervised by an individual licensed by the state in which the service is rendered. See the Summary of Medical *Benefits* for the amount that you pay.
- Physical therapy, occupational therapy, and speech therapy services when rendered as part of the treatment of autism spectrum disorder. A *benefit limit* will not apply to these services.
- Psychological and psychiatric services, and prescription drugs are also covered. See Behavioral Health Services and Prescription Drug and Diabetic Equipment or Supplies in Section 3 for additional information.

Coverage for autism spectrum disorders does not affect any obligation of a school district, a state or other governmental entity to provide services to an individual under an individualized family service *plan*, an individualized education program, or similar services required under state or federal law. Services related to autism that are furnished by school personnel are not covered under this *plan*.

## **Behavioral Health Services**

Behavioral health services include the evaluation, management, and treatment of a patient with a mental health or *substance* use *disorder*. For the purpose of this *plan*, *substance* use *disorder* does not include addiction to or abuse of tobacco and/or caffeine.

Mental health or *substance* use *disorders* are those that are listed in the most updated volume of either:

- the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association; or
- the International Classification of Disease Manual (ICD) published by the World Health Organization.

This *plan* provides parity in *benefits* for behavioral healthcare services. Please see Section 10 for additional information regarding behavioral healthcare parity. We review behavioral health *programs* to determine whether the services provided are clinically appropriate in the setting in which they are rendered. The following behavioral health services are covered when *medically necessary* and when rendered by a *provider* licensed by the State of Rhode Island or by the state in which the *provider* is located.

This *plan* provides parity in *benefits* for behavioral *healthcare* services. Please see Section 10 for additional information regarding behavioral *healthcare* parity.

### Inpatient

This *plan* covers behavioral health services if you are *inpatient* at a general or *specialty hospital*. See *Inpatient* Services in Section 3 for additional information.

## **Residential Treatment Facility**

This *plan* covers services at acute behavioral health *residential treatment facilities*, which provide:

- intensive clinical treatment, typically eight hours of clinical treatment services daily;
- medication evaluation management; and
- 24-hour clinical supervision.

#### **Intermediate Care Services**

This *plan* covers intermediate care services, which are facility-based *programs* that are:

- more intensive than traditional *outpatient* services;
- less intensive than 24-hour inpatient hospital or residential treatment facility services; and

- used as a step down from a higher level of care; or
- used a step-up from standard care level of care.

Intermediate care services include the following:

- Partial Hospital Program (PHP) PHPs are structured and medically supervised day, evening, or nighttime treatment *programs* providing individualized treatment plans. A PHP typically runs for five hours a day, five days per week.
- Intensive Outpatient Program (IOP) An IOP provides substantial clinical support for patients who are either in transition from a higher level of care or at risk for admission to a higher level of care. An IOP typically runs for three hours per day, three days per week.
- Home and Community Based Adult Intensive Service (AIS) and Child and Family Intensive Treatment (CFIT) – AIS/CFIT programs offer services primarily based in the home and community for qualifying adults and children with moderateto-severe mental health conditions. These programs consist at a minimum of ongoing emergency/crisis evaluations, psychiatric assessment, medication evaluation and management, case management, psychiatric nursing services, and individual, group, and family therapy.

#### In a Provider's Office/In Your Home

This *plan* covers individual psychotherapy, group psychotherapy, and family therapy when rendered by:

- Board certified psychiatrists;
- Licensed clinical psychologists;
- Clinical social workers (licensed or certified at the independent practice level);
- Advance practice nurses/clinical nurse specialists;
- Licensed mental health counselors; and
- Licensed marriage and family therapists.

#### **Psychological Testing**

This *plan* covers psychological testing is covered as a behavioral health *benefit* when rendered by:

- neuropsychologists;
- psychologists; or
- pediatric neurodevelopmental specialists.

This *plan* covers neuropsychological testing as described in the Tests, Labs and Imaging section.

#### **Methadone Maintenance Treatment**

This *plan* covers medication assisted treatment for *substance* use *disorders*, including methadone maintenance treatment.

#### **Cardiac Rehabilitation**

This *plan* covers services provided in a cardiac rehabilitation *program* up to the *benefit limit* shown in the Summary of Medical *Benefits*.

## **Chiropractic Services**

This *plan* covers chiropractic visits up to the *benefit limit* shown in the Summary of Medical *Benefits*. The *benefit limit* applies to any visit for the purposes of chiropractic treatment or diagnosis.

## **Dental Services**

## **Services to Treat an Accidental Injury**

This *plan* covers the following services to treat an accidental injury to *your sound natural teeth* or an injury resulting in a facial fracture, received in an *emergency* room or *provider's* office when the treatment is received within seventy-two (72) hours of the injury.

- Extraction of teeth needed to avoid infection of teeth damaged in the injury;
- Suturing;
- Reimplanting and stabilization of dislodged teeth;
- Repositioning and stabilization of partly dislodged teeth; and
- Dental x-rays.

## **Outpatient Dental Anesthesia Services**

This *plan* covers anesthesia services received in connection with a dental service when provided in a *hospital* or *freestanding ambulatory surgical center* and:

- the use of this is medically necessary; and
- the setting in which the service is received is determined to be appropriate.

This *plan* also covers facility fees associated with these services.

#### **Pediatric Dental Care for Members Under Age Nineteen (19)**

This *plan* covers dental care for *members* until the last day of the month in which they turn nineteen (19).

This *plan* covers services only if they meet all of the following requirements:

- listed as a *covered dental care service* in this section. The fact that a *provider* has prescribed or recommended a service, or that it is the only available treatment for an illness or injury does not mean it is a *covered dental care service* under this *plan*.
- dentally necessary, consistent with our dental policies and related guidelines at the time the services are provided.
- not listed in Exclusions section.
- received while a member is enrolled in the plan.
- consistent with applicable state or federal law.
- services are provided by a network provider.

#### **Definitions**

The following definitions only apply to this section. For additional definitions, see Section 8. When the defined term is used, it will be *italicized* in this section.

**COVERED DENTAL CARE SERVICES** means any dental service, treatment, or procedure that we have determined is eligible for reimbursement under this *plan*.

**DENTIST** means a person licensed and registered to practice dentistry.

**MULTI-STAGE PROCEDURE** means any procedure which may require more than one office visit to complete.

**PREDETERMINATION** is a procedure whereby your dentist sends us your treatment plan before treatment is rendered. *Predeterminations* are an estimate, not a guarantee of payment and are based on your eligibility status and *benefits* at the time the request is processed. It is subject to change.

#### **Covered Dental Care Services**

This *plan* covers *dentally necessary* services and *medically necessary* orthodontic services (braces) up to the *benefit limit* provided below. See the Summary of Medical *Benefits* for the amount you pay.

- Oral Evaluations two (2) examinations per plan year, examinations include the initial or periodic examination, or an emergency oral evaluation, when performed by a general dentist, including diagnosis and charting.
- X-rays four (4) single x-rays per *plan year*, two (2) sets of bitewings per *plan year*, and one full mouth series (FMX) or panorex per 60-month period.
- Cleanings (Prophylaxis) two (2) cleanings per plan year.
- Fluoride Treatments two (2) fluoride treatments per plan year.
- Sealants permanent molars only; one sealant per tooth in a 36-month period.
- Space Maintainers.
- Palliative Treatment two (2) visits for minor treatment to relieve sudden, intense pain per *plan year*.
- Fillings.
- Simple Extractions the removal of an erupted tooth (non-surgical).
- Denture Repairs and Relines/Rebasing full or partial denture repairs, relines, and rebasing are limited to once in a 36-month period.
- Crowns & Onlays replacement is limited to once in a 60-month period;
   predetermination is recommended.
- Therapeutic Pulpotomies.
- Root Canal Therapy.
- Non-Surgical Periodontal Services.
- Surgical Periodontal Services *predetermination* is recommended.
- Periodontal Maintenance two (2) services in a plan year.
- Fixed Bridges and Dentures replacements are limited to one (per tooth/unit) in a 60-month period; crowns over implants are considered a prosthodontic service; *predetermination* is recommended.
- Dental Implants replacements are limited to one (1) in a 60-month period;
   predetermination is recommended.

- Oral Surgery Services.
- Occlusal (Night) guards one (1) occlusal (night) guard in a 12-month period; occlusal (night) guard adjustments are covered once in a twenty-four (24) month period.
- Orthodontic Services (Braces) only medically necessary braces are covered; predetermination is recommended.
- General Anesthesia or IV Sedation in a Dental Office covered as a separate benefit when performed in conjunction with covered oral surgery procedure(s) in accordance with our dental policies and related treatment guidelines.
- Biopsies limited to the biopsy and examination of oral tissue, soft or hard.

#### **Multi-Stage Procedures**

This *plan* covers *multi-stage procedures* that have a start date before the effective date of this *plan* if:

- the *multi-stage procedures* have a completion date after the effective date of this *plan*; and
- the multi-stage procedures are covered dental care services.

Subject to any *plan year* or other *benefit limits*, this *plan* will pay up to our *allowance* less any *benefits* paid or payable under any previous *plan* for *multi-stage procedures*.

#### **Predeterminations**

A *predetermination* is not a requirement in order for planned *covered dental care service* to be covered.

However, if you decide to have the dental service when the *predetermination* indicates the service is not covered, you will be responsible for the cost of the dental service.

Network providers may request predeterminations for covered dental care services such as multiple restorations, periodontics (treatment of gums), prosthodontics (bridges and dentures), and orthodontics.

#### **Exclusions**

This section lists the dental services or categories of services that are not covered (excluded) under this *plan*.

- dental services performed that do not comply with the timeframes and limitations in our dental policies and related guidelines.
- new dental procedures or services that are not included in our dental policies and related guidelines.
- dental services rendered at a hospital by interns, residents, or staff dentists.
- limited scope oral examinations when performed by a dentist who limits his or her practice to a specialty branch of dentistry; examples include oral examinations for periodontics, orthodontics, endodontics, and oral surgery.
- orthodontic or prosthetic appliances and space maintainers that are misplaced, lost, or stolen.

See Dental Services in Section 4 for other dental services not covered under this *plan*.

## **Dialysis Services**

This *plan* covers dialysis services and supplies provided when you are *inpatient*, *outpatient* or in *y*our home and under the supervision of a dialysis *program*. Dialysis supplies provided in *y*our home are covered as durable medical equipment.

## <u>Durable Medical Equipment (DME), Medical Supplies, Prosthetic</u> <u>Devices, Enteral Formula or Food, and Hair Prosthesis (Wigs)</u>

This *plan* covers durable medical equipment and supplies, prosthetic devices and enteral formula or food as described in this section.

## **Durable Medical Equipment (DME)**

DME is equipment which:

- can withstand repeated use;
- is primarily and customarily used to serve a medical purpose;
- is not useful to a person in the absence of an illness or injury; and
- is for use in the home.

DME includes supplies necessary for the effective use of the equipment

This *plan* covers the following DME:

- wheelchairs, hospital beds, and other DME items used only for medical treatment;
   and
- replacement of purchased equipment which is needed due to a change in your medical condition or if the device is not functional, no longer under warranty, or cannot be repaired.

DME may be classified as a rental item or a purchased item. This *plan* pays for a rental DME up to our *allowance* for a purchased DME. Repairs and supplies for rental DME are included in the rental *allowance*.

*Preauthorization* is recommended for certain DME and replacement or repairs of DME.

## **Medical Supplies**

Medical supplies are consumable supplies that are disposable and not intended for reuse. Medical supplies require an order by a *physician* and must be essential for the care or treatment of an illness, injury, or congenital defect.

Covered medical supplies include:

 essential accessories such as hoses, tubes and mouthpieces for use with medically necessary DME (these accessories are included as part of the rental allowance for rented DME);

- catheters, colostomy and ileostomy supplies, irrigation trays and surgical dressings;
   and
- respiratory therapy equipment.

#### **Diabetic Equipment and Supplies**

This *plan* covers diabetic equipment and supplies for the treatment of diabetes in accordance with R.I. General Law §27-20-30. Covered diabetic equipment and supplies include:

- therapeutic or molded shoes and inserts for custom-molded shoes for the prevention of amputation;
- blood glucose monitors including those with special features for the legally blind, external insulin infusion pumps and accessories, insulin infusion devices and injection aids; and
- lancets and test strips for glucose monitors including those with special features for the legally blind, and infusion sets for external insulin pumps.

The amount you pay differs based on whether the equipment and supplies are bought from a durable medical equipment *provider* or from a pharmacy. See the Summary of Pharmacy *Benefits* and the Summary of Medical *Benefits* for details.

#### **Prosthetic Devices**

Prosthetic devices replace or substitute all or part of an internal body part, including contiguous tissue, or replace all or part of the function of a permanently inoperative or malfunctioning body part and alleviate functional loss or impairment due to an illness, injury or congenital defect. Prosthetic devices do not include dental prosthetics.

This *plan* covers the following prosthetic devices as required under R.I. General Law § 27-20-52:

- prosthetic appliances such as artificial limbs, breasts, larynxes and eyes;
- replacement or adjustment of prosthetic appliances if there is a change in your medical condition or if the device is not functional, no longer under warranty and cannot be repaired;
- devices, accessories, batteries and supplies necessary for prosthetic devices;
- orthopedic braces except corrective shoes and orthotic devices used in connection with footwear; and
- breast prosthesis following a mastectomy, in accordance with the Women's Health and Cancer Rights Act of 1998 and R.I. General Law 27-20-29.

The prosthetic device must be ordered or provided by a *physician*, or by a *provider* under the direction of a *physician*. When you are prescribed a prosthetic device as an *inpatient* and it is billed by a *provider* other than the *hospital* where you are an *inpatient*, the *outpatient benefit limit* will apply.

#### **Enteral Formulas or Food (Enteral Nutrition)**

Enteral formula or food is nutrition that is absorbed through the intestinal tract, whether delivered through a feeding tube or taken orally. Enteral nutrition is covered when it is the sole source of nutrition and prescribed by the *physician* for home use.

In accordance with R.I. General Law §27-20-56, this *plan* covers enteral formula taken orally for the treatment of:

- malabsorption caused by Crohn's Disease;
- ulcerative colitis;
- gastroesophageal reflux;
- · chronic intestinal pseudo obstruction; and
- inherited diseases of amino acids and organic acids.

Food products modified to be low protein are covered for the treatment of inherited diseases of amino acids and organic acids. *Preauthorization* is recommended.

The amount that you pay may differ depending on whether the nutrition is delivered through a feeding tube or taken orally. When enteral formula is delivered through a feeding tube, associated supplies are also covered.

#### Hair Prosthesis (Wigs)

This *plan* covers hair prosthetics (wigs) worn for hair loss suffered as a result of cancer treatment in accordance with R.I. General Law § 27-20-54 and subject to the *benefit limit* and *copayment* listed in the Summary of Medical *Benefits*.

This *plan* will reimburse the lesser of the *provider's charge* or the *benefit limit* shown in the Summary of Medical *Benefits*. If the *provider's charge* is more than the *benefit limit*, you are responsible for paying any difference.

## **Early Intervention Services (EIS)**

This *plan* covers Early Intervention Services in accordance with R.I. General Law §27-20-50. Early Intervention Services are educational, developmental, health, and social services provided to children from birth to thirty-six (36) months. The child must be certified by the Rhode Island Department of Human Services (DHS) to enroll in an approved Early Intervention Services *program*. Services must be provided by a licensed Early Intervention *provider* and rendered to a Rhode Island resident.

*Members* not living in Rhode Island may seek services from the state in which they reside; however, those services are not covered under this *plan*.

Early Intervention Services as defined by DHS include but are not limited to the following:

- speech and language therapy;
- physical and occupational therapy;
- evaluation;
- case management;
- nutrition;
- service plan development and review;
- nursing services; and
- assistive technology services and devices.

## **Education - Asthma**

This *plan* covers asthma education services when the services are prescribed by a *physician* and performed by a certified asthma educator.

## **Emergency Room Services**

This *plan* covers services received in a *hospital emergency* room when needed to stabilize or initiate treatment in an *emergency*. If your condition needs immediate or urgent, but non-*emergency* care, contact your *PCP* or use an *urgent care center*.

This *plan* covers bandages, crutches, canes, collars, and other supplies incidental to your treatment in the *emergency* room as part of our *allowance* for the *emergency* room services.

Additional services provided in the *emergency* room such as radiology or *physician* consultations are covered separately from *emergency* room services and may require additional *copayments*. The amount you pay is based on the type of service being rendered.

Follow-up care services, such as suture removal, fracture care or wound care, received at the *emergency* room will require an additional *emergency* room *copayment*. Follow-up care services can be obtained from your *primary care provider* or a specialist.

See Dental Services in Section 3 for information regarding *emergency* dental care services.

## **Experimental or Investigational Services**

This *plan* covers certain *experimental or investigational* services as described in this section.

#### **Clinical Trials**

This *plan* covers clinical trials as required under R.I. General Law § 27-20-60. An approved clinical trial is a phase I, phase II, phase III, or phase IV clinical trial that is being performed to prevent, detect or treat cancer or a life-threatening disease or condition. In order to qualify, the clinical trial must be:

- federally funded;
- conducted under an investigational new drug application reviewed by the Food and Drug Administration (FDA); or
- a drug trial that is exempt from having such an investigational new drug application.

To qualify to participate in a clinical trial:

- you must be determined to be eligible, according to the trial protocol;
- a network provider must have concluded that your participation would be appropriate; and
- medical and scientific information must have been provided establishing that your participation in the clinical trial would be appropriate.

If a *network provider* is participating in a clinical trial, and the trial is being conducted in the state in which you reside, you may be required to participate in the trial through the *network provider*.

Coverage under this *plan* includes routine patient costs for *covered healthcare services* furnished in connection with participation in a clinical trial. The amount you pay is based on the type of service you receive.

Coverage for clinical trials does not include:

- the investigational item, device, or service itself;
- items or services provided solely to satisfy data collection and that are not used in the direct clinical management; or
- a service that is clearly inconsistent with widely accepted standards of care.

See Experimental or Investigational Services in Section 4 for additional experimental or investigational services not covered under this plan.

#### **Off-label Prescription Drugs**

This *plan* covers off label prescription drugs for cancer or disabling or life-threatening chronic disease if the prescription drug is recognized as a treatment for cancer or disabling or life-threatening chronic disease in accepted medical literature, in accordance with R.I. General Law § 27-55-1.

# **Gender Reassignment Services**

This *plan* covers services related to gender reassignment. *Preauthorization* is recommended for gender reassignment surgical services.

# **Hearing Services**

#### **Hearing Exams and Tests**

This *plan* covers hearing exams and diagnostic hearing tests.

## **Hearing Aids**

This *plan* covers hearing aids in accordance with R.I. General Law § 27-20-46, subject to the *benefit limit* and *copayments* listed in the Summary of Medical *Benefits*.

We will reimburse the lesser of the *provider's charge* or the *benefit limit* shown in the Summary of Medical *Benefits*. If the *provider's charge* is more than the *benefit limit*, you are responsible for paying any difference. See Section 6 for additional information.

#### **Home Health Care**

This *plan* covers the following home care services when provided by a certified home healthcare agency:

- nursing services;
- services of a home health aide;
- visits from a social worker;
- medical supplies; and

physical, occupational and speech therapy.

# **Hospice Care**

If you have a terminal illness and you agree with your *physician* not to continue with a curative treatment *program*, this *plan* covers hospice care services received in *your* home, in a skilled nursing facility, or in an *inpatient* facility.

# **Human Leukocyte Antigen Testing**

This *plan* covers human leukocyte antigen testing for A, B, and DR antigens once per *member* per lifetime to establish a *member*'s bone marrow transplantation donor suitability in accordance with R.I. General Law §27-20-36.

The testing must be performed in a facility that is:

- accredited by the American Association of Blood Banks or its successors; and
- licensed under the Clinical Laboratory Improvement Act as it may be amended from time to time.

At the time of testing, the person being tested must complete and sign an informed consent form that also authorizes the results of the test to be used for participation in the National Marrow Donor *program*.

### **Infertility Services**

This *plan* covers services, in accordance with R.I. General Law §27-20-20, for the diagnosis and treatment of infertility if you are:

- a presumably healthy individual; and
- unable to conceive or sustain a pregnancy during a one (1) year period.

Infertility prescription drug coverage is based on the route of administration and site of service. For information about prescription drugs see Prescription Drugs and Diabetic Equipment or Supplies in Section 3 and the Summary of Pharmacy *Benefits*.

# **Infusion Therapy**

This *plan* covers infusion therapy and related administration services.

# Inpatient Services

#### Hospital

This *plan* covers services provided while *inpatient* in a general or *specialty hospital* including, but not limited to the following:

- anesthesia:
- diagnostic tests and lab services;
- dialysis;
- drugs:
- intensive care/coronary care;
- nursing care;
- physical, occupational, speech and respiratory therapies;
- physician's services while hospitalized;

- radiation therapy;
- surgery related services; and
- room and board.

Notify us if you are admitted from the *emergency* room to a *hospital* that is not in our *network*. Our Customer Service Department can assist you with any questions you may have about your coverage.

#### **Rehabilitation Facility**

This *plan* covers rehabilitation services received in a *general hospital* or *specialty hospital*. Coverage is limited to the number of days shown in the Summary of Medical *Benefits*.

#### **Physician Visits**

This *plan* covers the services of a *physician* or other *provider* in charge of *your* medical care while you are *inpatient* in a general or *specialty hospital*.

# Office Visits (other than Preventive Care Services)

This *plan* covers office and clinic visits to diagnose or treat a sickness or injury. Office visit *copayments* differ depending on the type of *provider* you see and whether *your primary care provider* practices with a *patient centered medical home* (*PCMH*) care model that is recognized by us.

This *plan* covers *physician* visits in *your* home if you have an injury or illness that:

- confines you to your home; or
- requires special transportation; and
- because of this injury or illness, you are physically unable to travel to the provider's
  office.

If you receive services other than the office or clinic visit examination, such as surgery, lab tests, diagnostic imaging, physical or occupational therapy, the amount that you pay is based on the type of service provided.

For *Preventive Care Services* see the Summary of Medical *Benefits* for the amount you pay when these services are provided in a *physician's* office or clinic.

# **Organ Transplants**

This *plan* covers transplants for heart, heart-lung, lung, liver, small intestine, pancreas, kidney, cornea, small bowel, and bone marrow.

Covered healthcare services related to allogenic bone marrow transplant include medical and surgical services for the matching participant donor and the recipient. Human Leukocyte Antigen testing is covered as indicated in the Summary of Medical Benefits.

This *plan* covers high dose chemotherapy and radiation services related to autologous bone marrow transplantation to the extent required under R.I. Law § 27-20-60. See *Experimental or Investigational* Services in Section 3 for additional information.

When the recipient is a covered *member* under this *plan*, the following services are also covered:

- obtaining donated organs (including removal from a cadaver);
- donor medical and surgical expenses related to obtaining the organ that are integral
  to the harvesting or directly related to the donation and limited to treatment occurring
  during the same stay as the harvesting and treatment received during standard postoperative care; and
- transportation of the organ from donor to the recipient.

The amount you pay for transplant services, for the recipient and eligible donor, is based on the type of service.

This *plan* offers access to a national transplant network called the Blue Distinction Centers for Transplants. <sup>SM</sup> For more information about the Blue Distinction Centers for Transplants <sup>SM</sup> call our Case Management Department at 1-401-459-2273 or 1-888-727-2300 ext. 2273.

# Physical/Occupational Therapy

This *plan* covers physical and occupational therapy when:

- ordered by a physician;
- received from a licensed physical or occupational therapist;
- a program is implemented to provide habilitative or rehabilitative services.

See Autism Services when physical therapy and occupational therapy services are rendered as part of the treatment of autism spectrum disorder.

The amount you pay and any *benefit limit* will be the same whether the services are provided for *habilitative* or *rehabilitative* purposes.

# **Pregnancy and Maternity Services**

This *plan* covers *physician* services and the services of a licensed midwife for prenatal, delivery, and postpartum care. The first office visit to diagnose a pregnancy is not included in prenatal services.

This *plan* covers *hospital* services for mother and newborn child for at least forty-eight (48) hours following a vaginal delivery and ninety-six (96) hours following a caesarean delivery. The newborn child's coverage includes necessary care and treatment of medically diagnosed congenital defects and birth abnormalities, as well as routine well-baby care services.

# <u>Prescription Drugs and Diabetic Equipment or Supplies</u>

# A. Prescription Drugs Dispensed at a Pharmacy

This *plan* covers prescription drugs listed on our *formulary* and diabetic equipment or supplies bought from a pharmacy.

These benefits are administered by our Pharmacy Benefit Manager (PBM).

Our *formulary* includes a tiered *copayment* structure and indicates that certain prescription drugs require *preauthorization*. If a prescription drug is not on our *formulary*, it is not covered. For specific coverage information or a copy of the most current *formulary*, please visit our website or call our Customer Service Department.

Prescription drugs and diabetic equipment or supplies are covered when dispensed using the following guidelines:

- the prescription must be medically necessary, consistent with the physician's
  diagnosis, ordered by a physician whose license allows him or her to order it, filled at
  a pharmacy whose license allows such a prescription to be filled, and filled
  according to state and federal laws;
- the prescription must consist of legend drugs that require a physician's prescription under law, or compound medications made up of at least one legend drug requiring a physician's prescription under law;
- the prescription must be dispensed at the proper place of service as determined by our Pharmacy and Therapeutics Committee. For example, certain prescription drugs may only be covered when obtained from a specialty pharmacy; and
- the prescription is limited to the quantities authorized by your physician not to exceed the quantity listed in the Summary of Pharmacy Benefits.

Prescription drugs are subject to the *benefit limits* and the amount you pay shown in the Summary of Pharmacy *Benefits* 

# **Prescription Drug Quantity Limits**

We limit the quantity of certain prescription drugs that you can get at one time for safety, cost-effectiveness and medical appropriateness reasons. Our clinical criteria for quantity limits are subject to our periodic review and modification.

Quantity limits may restrict:

- the amount of pills dispensed per thirty (30) day period;
- the number of prescriptions ordered in a specified time period; or
- the number of prescriptions ordered by a provider, or multiple providers.

Our formulary indicates which prescription drugs have a quantity limit.

#### Types of Pharmacies

Prescription drugs and diabetic equipment or supplies can be bought from the following types of pharmacies:

 Retail pharmacies. These dispense prescription drugs and diabetic equipment or supplies.

- Mail order pharmacies. These dispense maintenance and non-maintenance prescription drugs and diabetic equipment or supplies.
- Specialty pharmacies. These dispense *specialty prescription drugs*, defined as such on our *formulary*.

For information about our *network* retail, mail order, and specialty pharmacies, visit our website or call our Customer Service Department.

#### **Designated Pharmacy**

We may limit your selection of a pharmacy to one (1) pharmacy, referred to as a Pharmacy Home Assignment. Those *members* subject to this designation include, but are not limited to, *members* that have a history of:

- being prescribed prescription drugs by multiple *providers*;
- having prescriptions drugs filled at multiple pharmacies;
- being prescribed certain long acting opioids and other controlled substances, either in combination or separately, that suggests a need for monitoring due to:
  - quantities dispensed;
  - o daily dosage range; or
  - o the duration of therapy exceeds reasonable and established thresholds.

#### The Amount You Pay for Prescription Drugs

Our *formulary* includes a tiered *copayment* structure, which means the amount you pay for a prescription drug will vary by tier. See the Summary of Pharmacy *Benefits* for *your copayment* structure, *benefit limits* and the amount you pay.

When you buy covered prescription drugs and diabetic equipment and supplies from a retail *network pharmacy*, you will be responsible for the *copayment* and *deductible* (if any) at the time of purchase. You will be responsible for paying the lower of your *copayment*, the retail cost of the drug, or the *pharmacy allowance*.

Specialty prescription drugs are generally obtained from a specialty pharmacy. If you buy a specialty prescription drug from a retail network pharmacy, you will be responsible for a significantly higher out of pocket expense than if you bought the specialty drug from a specialty pharmacy.

The amount you pay for the following prescription drugs is not subject to the tiered *copayment* structure:

- Contraceptive methods;
- Over-the-counter (OTC) preventive drugs;
- Nicotine replacement therapy (NRT) and smoking cessation prescription drugs;
- Infertility specialty prescription drugs; and
- Covered diabetic equipment or supplies bought at a *network pharmacy*.

See the Summary of Pharmacy Benefits for benefit limits and the amount you pay.

This *plan* allows for medication synchronization in accordance with R.I. General Law §27-18-50.1. This means a prorated *copayment* may be applied to qualifying covered

prescription drugs used for chronic long-term conditions, when prescribed for less than a thirty (30) day supply and dispensed by a *network pharmacy*.

#### **Prescription Drug Preauthorization**

Prescription drug *preauthorization* is the advance approval that must be obtained before we provide coverage for certain prescription drugs. Prescription drug *preauthorization* is not a guarantee of payment, as the process does not take *benefit limits* into account.

Services that require prescription drug *preauthorization* are marked with a (+) symbol in the Summary of Pharmacy *Benefits*.

#### **How to Obtain Prescription Drug Preauthorization**

To obtain prescription drug *preauthorization*, the prescribing *provider* must submit a prescription drug *preauthorization* request form. These forms are available on our website or by calling the number listed for the "Pharmacist" on the back of *y*our ID card.

Prescription drugs that require *preauthorization* will only be approved when our clinical guidelines are met. These guidelines are based upon clinically appropriate criteria that ensure that the prescription drug is appropriate and cost-effective for the illness, injury or condition for which it has been prescribed.

We will send you written notification of the prescription drug *preauthorization* determination within fourteen (14) calendar days of the receipt of the request.

#### How to Request an Expedited Preauthorization Review

You may request an expedited review if the circumstances are an *emergency*. Due to the urgent nature of an expedited review, *y*our prescribing *provider* must either call or fax the completed form and indicate the urgent nature of the request. When an expedited *preauthorization* review is received, we will respond to you with a determination within seventy-two (72) hours or less.

If we deny your request for *preauthorization*, you can submit a medical appeal. See Appeals in Section 5 for information on how to file a medical appeal.

#### **Formulary Exception Process**

When a prescription drug is not on our *formulary*, you can request that this *plan* cover the drug as an exception.

To request a *formulary* exception, complete a Coverage Exception form (located on our website), contact our Customer Service Department, or have *y*our prescribing *provider* submit a request for you. We will respond to you with a determination within seventy-two (72) hours following receipt of the request. For standard exception reviews, if the exception is approved, we will cover the prescription drug for the duration of the prescription, including refills.

#### How to Request an Expedited Formulary Exception Review

You may request an expedited review if a delay could significantly increase the risk to your health or your ability to regain maximum function, or you are undergoing a current course of treatment with a drug not on our *formulary*. Please indicate "urgent" on the Coverage Exception form or inform Customer Service of the urgent nature of your request. We will respond to you with a determination within twenty-four (24) hours following receipt of the request. For expedited exception reviews, if the exception is approved, we will cover the prescription drug for the duration of the exigency.

For both standard and expedited exception reviews, if we grant *y*our request for a *formulary* exception, the amount you pay will be the *copayment* at the highest non-specialty *formulary* tier. Other applicable *benefit* requirements, such as step therapy, are not waived by this exception and must be reviewed separately.

If we deny your request for a *formulary* exception, we will notify you with information on how to appeal our decision, including external appeal information.

# **B.** Prescription Drugs Administered by a Provider (other than a pharmacy) This *plan* covers prescription drugs dispensed and administered by a licensed healthcare *provider* (other than a pharmacy) with *preauthorization*. Coverage varies based upon how the prescription drug is administered, as described below.

When a prescription drug is provided through inhalation, nasal, ocular, oral, rectal, vaginal, sublingual, topical, or transdermal administration, coverage for the prescription drug is included in our *allowance* for the medical service being rendered. If the only service you receive is administration of the drug, the prescription drug is not covered.

When a prescription drug is administered by injection or infusion, this *plan* covers the prescription drug separately from the medical service being rendered. See the Summary of Medical *Benefits* for *benefit limits* and the amount you pay.

Specialty prescription drugs are not separately reimbursed when dispensed by a professional provider unless bought from a network pharmacy.

# **Preventive Care and Early Detection Services**

This *plan* covers, early detection services, *preventive care services*, and immunizations or vaccinations in accordance with the Affordable Care Act (ACA), as set forth below and in accordance with the guidelines of the following resources:

- services that have an A or B rating in the current recommendations of the U.S. Preventative Services Task Force (USPSTF);
- immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- preventive care and screenings for infants, children, and adolescents as outlined in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); or

 preventive care and screenings for women as outlined in the comprehensive guidelines as supported by HRSA.

Covered early detection services, *preventive care services* and adult and pediatric immunizations or vaccinations are based on the most currently available guidelines and are subject to change.

The amount you pay for preventive services will be different from the amount you pay for diagnostic procedures. See the Summary of Medical *Benefits* for more information about the amount you pay.

#### **Preventive Office Visits**

This *plan* covers the following preventive office visits.

- Annual preventive visit one (1) routine physical examination per plan year per member age 36 months and older;
- Pediatric preventive office and clinic visits from birth to 35 months 11 visits;
- Well Woman annual preventive visit one (1) routine gynecological examination per plan year per female member.

#### **Health and Diet Counseling**

This *plan* covers diabetes and nutritional counseling in accordance with state and federal laws, when prescribed by a *physician* and provided by either a *physician* or an appropriately licensed, registered or certified counselor.

#### **Tobacco Use Counseling and Intervention**

This *plan* covers smoking cessation *programs* when prescribed by a *physician* in accordance with R.I. General Law §27-20-53. Smoking cessation *programs* include, but are not limited to, the following:

- Smoking cessation counseling must be provided by a *physician* or upon his or her *referral* to a qualified licensed practitioner.
- Over-the-counter and FDA approved nicotine replacement therapy and/or smoking cessation prescription drugs, prescribed by a *physician*, and purchased at a pharmacy. See the Summary of Pharmacy *Benefits* for details on coverage.

#### Vaccinations/Immunizations

This *plan* covers adult and pediatric preventive vaccinations and immunizations in accordance with current guidelines. Our *allowance* includes the administration and the vaccine. If a covered immunization is provided as part of an office visit, the office visit *copayment* and *deductible* (if any) will apply.

Travel immunizations are covered to the extent that such immunizations are recommended for adults and children by the Centers for Disease Control and Prevention (CDC). The recommendations are subject to change by the CDC.

#### **Preventive Screening/Early Detection Services**

This *plan* covers preventive screenings based on the ACA guidelines noted above. Preventive screenings include but are not limited to:

- mammograms;
- pap smears;
- prostate-specific antigen (PSA) tests;
- flexible sigmoidoscopy;
- colonoscopy;
- double contrast barium enema;
- fecal occult blood tests, screening for gestational diabetes, and human papillomavirus; and
- genetic counseling for breast cancer susceptibility gene (BRCA).

#### **Contraceptive Methods and Sterilization Procedures for Women**

This *plan* covers the following contraceptive services:

- FDA approved contraceptive drugs and devices requiring a prescription;
- barrier method (cervical cap, diaphragm, or implantable) fitted and supplied during an office visit; and
- surgical and sterilization services for women with reproductive capacity, including but not limited to tubal ligation.

#### **Breastfeeding Counseling and Equipment**

This *plan* covers lactation (breastfeeding) support and counseling during the pregnancy or postpartum period when provided by a licensed lactation counselor. This *plan* covers manual, electric, or battery operated breast pumps for a female *member* in conjunction with each birth event.

# **Private Duty Nursing Services**

This *plan* covers private duty nursing services, received in *y*our home when ordered by a *physician*, and performed by a certified home healthcare agency. This *plan* covers these services when the patient requires continuous skilled nursing observation and intervention.

# Radiation Therapy/Chemotherapy Services

This *plan* covers chemotherapy and radiation services.

# **Respiratory Therapy**

This *plan* covers respiratory therapy services. When respiratory services are provided in *y*our home, as part of a home care *program*, durable medical equipment, supplies, and oxygen are covered as a durable medical equipment service.

# **Skilled Care in a Nursing Facility**

This plan covers skilled nursing services in a skilled nursing facility if:

- the services are prescribed by a physician:
- your condition needs skilled nursing services, skilled rehabilitation services or skilled nursing observation;
- the services are provided by or supervised by licensed technical or professional medical personnel; and

 the services are not custodial care, respite care, day care, or for the purpose of assisting with activities of daily living.

# **Speech Therapy**

This *plan* covers speech therapy services when provided by a qualified licensed *provider* and part of a formal treatment plan for:

- loss of speech or communication function; or
- impairment as a result of an acute illness or injury, or an acute exacerbation of a chronic disease.

Speech therapy services must relate to:

- performing basic functional communication; or
- assessing or treating swallowing dysfunction.

See Autism Services when speech therapy services are rendered as part of the treatment of autism spectrum disorder.

The amount you pay and any *benefit limit* will be the same whether the services are provided for *habilitative* or *rehabilitative* purposes.

# **Surgery Services**

This *plan* covers surgery services to treat a disease or injury when:

- the operation is not experimental or investigational, or cosmetic in nature;
- the operation is being performed at the appropriate place of service; and
- the physician is licensed to perform the surgery.

#### **Reconstructive Surgery for a Functional Deformity or Impairment**

This *plan* covers reconstructive surgery and procedures when the services are performed to relieve pain, or to correct or improve bodily function that is impaired as a result of:

- a birth defect;
- an accidental injury;
- a disease; or
- a previous covered surgical procedure.

Functional indications for surgical correction do not include psychological, psychiatric or emotional reasons.

This *plan* covers the procedures listed below to treat functional impairments.

- abdominal wall surgery including panniculectomy (other than an abdominoplasty);
- blepharoplasty and ptosis repair;
- gastric bypass or gastric banding;
- nasal reconstruction and septorhinoplasty;
- orthognathic surgery including mandibular and maxillary osteotomy;
- reduction mammoplasty:
- removal of breast implants;

- removal or treatment of proliferative vascular lesions and hemangiomas;
- treatment of varicose veins; or
- gynecomastia.

Preauthorization is recommended for these services.

#### **Anesthesia Services**

This *plan* covers general and local anesthesia services received from an anesthesiologist when the surgical procedure is a *covered healthcare service*.

This *plan* covers office visits or office consultations with an anesthesiologist when provided prior to a scheduled covered surgical procedure.

# **Telemedicine Services**

This *plan* covers telemedicine services when the service is provided via remote access to a designated *provider* or to a *network provider* through an on-line service or other interactive audio and video telecommunications system in accordance with R.I. General Law § 27-81-1.

For information about telemedicine services please visit our website. See the Summary of Medical *Benefits* for the amount you pay.

# Tests, Labs, and Imaging and X-rays (diagnostic)

This *plan* covers diagnostic tests, labs, and imaging and x-rays to diagnose or treat a condition when ordered by a *physician*.

#### **Tests**

Diagnostic tests include but are not limited to:

- electrocardiograms (EKGs),
- electroencephalograms (EEGs),
- nerve conduction tests,
- neuropsychological testing, and
- sleep studies.

#### Labs and Pathology

Diagnostic labs and pathology include but are not limited to:

- blood tests,
- urinalysis,
- pap smears, and
- throat cultures.

#### **Diagnostic Imaging and X-rays**

Diagnostic imaging and x-rays include but are not limited to:

- general imaging (such as x-rays and ultrasounds),
- magnetic resonance imaging (MRI).
- magnetic resonance angiography (MRA),

- mammograms,
- computerized axial tomography (CAT or CT scans),
- nuclear scans, and
- positron emission tomography (PET scan).

This *plan* covers MRI examinations when the quality assurance standards of R.I. General Law §27-20-41 are met. MRI examinations conducted outside of the State of Rhode Island must be performed in accordance with the applicable laws of the state in which the examination has been conducted.

For tests, labs and imaging associated with *Preventive Care Services* and Early Detection Services, please refer to that section, and see the Summary of Medical *Benefits* for the amount you pay.

#### **Lyme Disease Diagnosis and Treatment**

This *plan* covers diagnostic testing and long-term antibiotic treatment of chronic lyme disease in accordance with R.I. General Law § 27-20-48. To be covered, services must be ordered by *your physician* after evaluation of *your* symptoms, diagnostic test results, and response to treatment. Coverage for lyme disease treatment will not be denied solely because such treatment may be characterized as unproven, experimental, or investigational.

# **Urgent Care**

This *plan* covers services for a physical examination received at an *urgent care center*. For other services, such as surgery or diagnostic tests, the amount that you pay is based on the type of service being provided. See Summary of Medical *Benefits* for details.

Follow-up care (such as suture removal or wound care) should be obtained from your primary care provider or specialist.

<u>Please note</u>: Retail clinics located in retail stores, supermarkets and pharmacies are not considered *urgent care centers*. The amount you pay for services at a retail based clinic differs from the amount you pay for urgent care services. See the Summary of Medical *Benefits* for details.

# **Vision Care Services**

For purposes of coordination of *benefits*, vision care services covered under other *plans* are not considered an *allowable expense*, as defined in the Coordination of *Benefits* and Subrogation in Section 7.

#### Eye Exam

This *plan* covers one (1) routine or annual eye exam, per *plan year*, for a *member's* visual acuity. Additional eye exams are covered during the *plan year* when there is an underlying medical condition, such as conjunctivitis.

#### **Pediatric Vision Hardware for Members Under Age Nineteen (19)**

This *plan* covers vision hardware for *members* until the last day of the month in which they turn nineteen (19).

#### **Covered Vision Hardware**

This *plan* covers vision hardware purchased from a *network provider* up to the *benefit limits* shown below. See the Summary of Medical *Benefits* for the amount you pay.

#### **Prescription Glasses**

This *plan* covers prescription glasses as follows:

- Frames one (1) collection frame per plan year;
- Lenses one (1) pair of glass or plastic collection lenses per plan year. This
  includes single vision, bifocal, trifocal, lenticular, and standard progressive
  lenses.

This *plan* covers the following lens treatments:

- UV treatment;
- tint (fashion, gradient, and glass-grey);
- standard plastic scratch coating;
- standard polycarbonate; and
- photocromatic/transitions plastic.

#### **Contact Lenses (in lieu of prescription glasses)**

This *plan* covers one (1) supply of contact lenses as follows:

- conventional contact lenses one (1) pair per plan year from a selection of provider designated contact lenses; or
- extended wear disposable lenses up to a 6-month supply of monthly or twoweek single vision spherical or toric disposable contact lenses per *plan year*; or
- daily wear disposable lenses up to a 3-month supply of daily single vision spherical disposable contact lenses per plan year.

This *plan* also covers the evaluation, fitting, or follow-up care related to contact lenses.

This *plan* covers additional contact lenses if *y*our prescribing *network provider* submits a verification form, with the regular *claim* form, verifying that you have one of the following conditions:

- anisometropia of 3D in meridian powers;
- high ametropia exceeding -10D or +10D in meridian powers;
- keratoconus when the member's vision is not correctable to 20/25 in either or both eyes using standard spectacle lenses; and
- vision improvement for members whose vision can be corrected two lines of improvement on the visual acuity chart when compared to the best corrected standard spectacle lenses.

# **SECTION 4: EXCLUSIONS**

This section lists the services or categories of services that are not covered (excluded) under this *plan*. We will not cover services listed in this section even if they are prescribed or recommended by *your provider*. We will not cover services that are not *medically necessary*, whether or not they are listed in this section.

The exclusion headings in this section are intended to group together services, treatments, items, or supplies that fall into a similar category. Actual exclusions appear underneath each heading.

The services listed in this section are not covered under this plan.

# **Air and Water Ambulance Services**

- Air or water ambulance transportation services, when the destination is not to an acute care *hospital*. Some examples of non-covered air or water ambulance services include transport to a *physician*'s office, nursing facility, or a patient's home.
- Transport services from a cruise ship when not in United States waters.

### **Behavioral Health Services**

- Therapeutic recreation *programs* or wilderness *programs*.
- Recreation therapy, non-medical self-care, or self-help training (e.g. Alcoholics Anonymous (AA), Narcotics Anonymous (NA) meetings/services).
- Services provided in any covered program that are recreational therapy programs, wilderness programs, educational programs, complimentary programs, or nonclinical services. Examples include, but are not limited to, Tai Chi, yoga, personal training, meditation.
- Computer /internet/social media based services and/or *programs*.
- Behavioral training assessment, education, or exercise services unless provided for applied behavioral analysis.
- Psychoanalysis for educational purposes, regardless of symptoms.
- Psychotherapy services you may receive which are credited towards a degree or to further your education or training.

# **Chiropractic Services**

• Chiropractic services received in your home.

# **Dental Services**

The following dental services are not covered, except as described under Dental Services in Section 3:

- Dental injuries incurred as a result of biting or chewing.
- General dental services such as extractions including full mouth extractions, prostheses, braces, operative restorations, fillings, medical or surgical treatment of dental caries, gingivitis, gingivectomy, impactions, periodontal surgery, non-surgical treatment of temporomandibular joint dysfunctions, including appliances or restorations necessary to increase vertical dimensions or to restore the occlusion.

- Panorex x-rays or dental x-rays.
- Orthodontic services, even if related to a covered surgery.
- Dental appliances or devices.
- Preparation of the mouth for dentures and dental or oral surgeries such as, but not limited to, the following:
  - o apicoectomy, per tooth, first root;
  - o alveolectomy including curettage of osteitis or sequestrectomy;
  - alveoloplasty, each quadrant;
  - complete surgical removal of inaccessible impacted mandibular tooth mesial surface:
  - excision of feberous tuberosities;
  - o excision of hyperplastic alveolar mucosa, each quadrant;
  - o operculectomy excision periocoronal tissues;
  - o removal of partially bony impacted tooth;
  - removal of completely bony impacted tooth, with or without unusual surgical complications;
  - surgical removal of partial bony impaction;
  - surgical removal of impacted maxillary tooth;
  - o surgical removal of residual tooth roots; and
  - o vestibuloplasty with skin/mucosal graft and lowering the floor of the mouth.

#### **Dialysis Services**

- The following dialysis services received in *your* home:
  - installing or modifying of electric power, water and sanitary disposal or charges for these services;
  - moving expenses for relocating the machine;
  - o installation expenses not necessary to operate the machine; and
  - o training you or members of your family in the operation of the machine.
- Dialysis services received in a physician's office.

# <u>Durable Medical Equipment (DME), Medical Supplies, Prosthetic</u> <u>Devices, Enteral Formula or Food, and Hair Prosthesis (Wigs)</u>

- Items typically found in the home that do not need a prescription and are easily obtainable such as, but not limited to:
  - adhesive bandages;
  - elastic bandages;
  - o gauze pads; and
  - o alcohol swabs.
- DME and medical supplies prescribed primarily for the convenience of the member or the member's family, including but not limited to, duplicate DME or medical supplies for use in multiple locations or any DME or medical supplies used primarily to assist a caregiver.
- Non-wearable automatic external defibrillators.
- Replacement of durable medical equipment and prosthetic devices prescribed because of a desire for new equipment or new technology.
- Equipment that does not meet the basic functional need of the average person.

- DME that does not directly improve the function of the *member*.
- Medical supplies provided during an office visit.
- Pillows or batteries, except when used for the operation of a covered prosthetic device, or items for which the sole function is to improve the quality of life or mental wellbeing.
- Repair or replacement of DME when the equipment is under warranty, covered by the manufacturer, or during the rental period.
- Infant formula, nutritional supplements and food, or food products, whether or not prescribed, unless required by R.I. Law §27-20-56 for Enteral Nutrition Products, or delivered through a feeding tube as the sole source of nutrition.
- Corrective or orthopedic shoes and orthotic devices used in connection with footwear, unless for the treatment of diabetes.

# **Experimental or Investigational Services**

• Treatments, procedures, facilities, equipment, drugs, devices, supplies, or services that are *experimental or investigational* except as described in Section 3.

# **Gender Reassignment Services**

• Reversal of gender reassignment surgery.

# **Hearing Services**

• Repairs, modifications, cords, batteries, and other assistive listening devices.

# **Home Health Care**

- Homemaking, companion, chronic, or custodial care services.
- Services of a personal care attendant.

# **Infertility Services**

- Freezing and storage of embryos, or other tissues, for future use.
- Reversal of voluntary sterilization or infertility treatment for a person that previously had a voluntary sterilization procedure.
- Fees associated with finding an egg or sperm donor, related storage, donor stipend, or shipping *charges*.

# **Inpatient Services**

Hospital services which are not performed in a hospital.

# **Organ Transplants**

- Medical services of the donor that are not directly related to the organ transplant.
- Services related to obtaining, storing, or other services performed for the potential future use of umbilical cord blood.
- Noncadaveric small bowel transplants.
- Services related to donor searches.
- Donor related medical and surgical expenses when the recipient is not covered as a member.

Services or supplies related to an excluded transplant procedure.

# **Pregnancy and Maternity Services**

- Preimplantation genetic diagnosis, also known as embryo screening.
- Amniocentesis or any other service when performed solely to determine gender.

# <u>Prescription Drugs and Diabetic Equipment or Supplies</u>

- Biological products for allergen immunotherapy and vaccinations.
- Blood fractions.
- Compound prescription drugs that are not made up of at least one legend drug.
- Bulk powders and chemicals used in compound prescriptions that are not FDA approved, are not covered unless listed on our *formulary*.
- Prescription drugs prescribed or dispensed outside of our dispensing guidelines.
- Prescription drugs that have not proven effective according to the FDA.
- Prescription drugs used for cosmetic purposes.
- Prescription drugs purchased from a non-designated pharmacy, if a pharmacy has been designated for you through the Pharmacy Home Assignment program.
- Experimental prescription drugs including those placed on notice of opportunity hearing status by the Federal Drug Efficacy Study Implementation (DESI).
- Prescription drugs provided to you that are not dispensed by a *network pharmacy* or covered under *y*our medical *plan*.
- Prescription drugs and diabetic equipment and supplies purchased at a *non-network* pharmacy unless indicated as covered in the Summary of Pharmacy Benefits.
- Prescription drug related medical supplies except for diabetic, regardless of the reason prescribed, the intended use, or *medical necessity*. Examples include, but are not limited to, alcohol pads, bandages, wraps or pill holders.
- Off-label use of prescription drugs except as described in Experimental or Investigational Services in Section 3;
- Prescribed weight-loss drugs.
- Replacement of prescription drugs resulting from a lost, stolen, broken or destroyed prescription order or refill.
- Therapeutic devices and appliances, including hypodermic needles and syringes except when used to administer insulin.
- Prescription drugs, therapeutic equivalents, or any other pharmaceuticals used to treat sexual dysfunctions.
- Vitamins, unless specifically listed as a covered healthcare service.
- A prescription drug refill greater than the refill number authorized by your *physician*, more than a year from the date of the original prescription, or limited by law.
- Long acting opioids and other controlled substances, nicotine replacement therapy, and *specialty prescription drugs* when purchased from a mail order pharmacy.
- Prescription drugs and specialty prescription drugs when the required prescription drug preauthorization is not obtained.
- Certain prescription drugs that have an over-the-counter (OTC) equivalent.
- Prescriptions filled through an internet pharmacy that is not a verified internet pharmacy practice site certified by the National Association of Boards of Pharmacy.

• Illegal drugs, including medical marijuana, which are dispensed in violation of state and/or federal law.

# **Private Duty Nursing Services**

- Services of a nurse's aide.
- Services of a private duty nurse:
  - when the primary duties are limited to bathing, feeding, exercising, homemaking, giving oral medications or acting as companion or sitter;
  - after the caregiver or patient have demonstrated the ability to carry out the plan of care;
  - provided outside the home. Examples include at school, or in a nursing or assisted living facility;
  - that are duplication or overlap of services. Examples include when a person is receiving hospice care services or for the same hours of a skilled nursing home care visit;
  - that are for observation only; and
  - o provided as part-time/intermittent and not continuous care.
- Maintenance care when the condition has stabilized including routine ostomy care or tube feeding administration or if the anticipated need is indefinite.
- Twenty-four (24) hour private duty nursing care for a person without an available caregiver in the home.
- Respite care (e.g., care during a caregiver vacation) or private duty nursing so that the caregiver may attend work or school.

# **Surgery Services**

- Abdominoplasty.
- Brow ptosis surgery.
- Cervicoplasty.
- Chemical exfoliations, peels, abrasions, dermabrasions, or planing for acne, scarring, wrinkling, sun damage or other benign conditions.
- Correction of variations in normal anatomy including augmentation mammoplasty, mastopexy, and correction of congenital breast asymmetry.
- Dermabrasion.
- Ear piercing or repair of a torn earlobe.
- Excision of excess skin or subcutaneous tissue except for panniculectomy.
- Genioplasty.
- Hair transplants.
- Hair removal including electrolysis epilation.
- Inverted nipple surgery.
- Laser treatment for acne and acne scars.
- Osteoplasty facial bone reduction.
- Otoplasty.
- Procedures to correct visual acuity including but not limited to cornea surgery or lens implants.
- Removal of asymptomatic benign skin lesions.

- Repeated cauterizations or electrofulguration methods used to remove growths on the skin.
- Rhinoplasty.
- Rhytidectomy.
- Scar revision, regardless of symptoms.
- Sclerotherapy for spider veins.
- Skin tag removal.
- Subcutaneous injection of filling material.
- Suction assisted Lipectomy.
- Tattooing or tattoo removal except tattooing of the nipple/areola related to a mastectomy.
- Testicular prosthesis surgery.
- Treatment of vitiligo.
- Standby services of an assistant surgeon or anesthesiologist.
- Orthodontic services related to orthognathic surgery.
- Cosmetic procedures when performed primarily:
  - to refine or reshape body structures or dental structures that are not functionally impaired;
  - o to improve appearance or self-esteem; or
  - o for other psychological, psychiatric or emotional reasons.
- Drugs, biological products, hospital charges, pathology, radiology fees and charges for surgeons, assistant surgeons, attending physicians and any other incidental services, which are related to cosmetic surgery.
- *Medically necessary* surgery performed at the same time as a cosmetic procedure.

# Tests, Labs, and Imaging and X-rays (diagnostic)

- Re-reading of diagnostic tests by a second provider.
- Dental x-rays except when ordered by a *physician/dentist* to diagnose a condition due to an accident to *your sound natural teeth* or when the x-ray is covered as a pediatric dental *benefit*.
- Over the counter diagnostic devices or kits even if prescribed by a *physician*, except for those devices or kits related to the treatment of diabetes or nicotine lab tests.
- Parental testing.
- Forensic testing.

# **Therapies**

- Marital counseling or training services.
- Acupuncture and acupuncturist services, including x-ray and laboratory services.
- Biofeedback, biofeedback training, and biofeedback by any other modality for any condition.
- Recreational therapy.
- Agua therapy unless provided by a physical therapist.
- Maintenance therapy services unless it is a habilitative service that helps a person keep, learn or improve skills and functioning for daily living.
- Aromatherapy.

- Hippotherapy.
- Massage therapy rendered by a massage therapist.
- Therapies, procedures, and services for the purpose of relieving stress.
- Physical, occupational, speech, or respiratory therapy provided in *y*our home, unless through a home care *program*.
- Pelvic floor electrical and magnetic stimulation, and pelvic floor exercises.
- Educational classes and services for speech impairments that are self-correcting.
- Speech therapy services related to food aversion or texture disorders.
- Exercise therapy.

# **Vision Care Services**

- Eye exercises and visual training services.
- Lenses and/or frames and contact lenses for members aged nineteen (19) and older.
- Vision hardware purchased from a *non-network provider*.
- Non-collection vision hardware.

#### **Providers**

- Services performed by a provider who has been excluded or debarred from
  participation in federal programs, such as Medicare and Medicaid. To determine
  whether a provider has been excluded from a federal program, visit the U.S.
  Department of Human Services Office of Inspector General website
  (https://exclusions.oig.hhs.gov/) or the Excluded Parties List System website
  maintained by the U.S. General Services Administration (https://www.sam.gov/).
- Services provided by facilities, dentists, physicians, surgeons, or other providers
  who are not legally qualified or licensed, according to relevant sections of Rhode
  Island Law or other governing bodies, or who have not met our credentialing
  requirements.
- Services provided by a *non-network provider*, unless listed as covered in the Summary of Medical *Benefits*.
- Services provided by naturopaths, homeopaths, or Christian Science practitioners.

# **Services Available or Provided from Other Sources**

- Services for any condition, illness, or disease which should be covered by the United States government or any of its agencies, Medicare, any state or municipal government or any of its agencies except *emergency* care when there is a legal responsibility to provide it.
- Services or supplies for military-related conditions, such as war, or any military action, which takes place after your coverage becomes effective.
- Services received in a facility mainly meant to care for students, faculty, or employees of a college or other institution of learning.
- Covered healthcare services provided to you when there is no charge to you or there would have been no charge to you absent this health plan.
- Services for which you can recover all or a portion of the cost of such services through a federal, state, county, or municipal law or through legal action. This is true

- even if you choose not to assert *y*our rights under these laws or if you fail to assert *y*our rights under these laws.
- Services if another entity or agency is responsible under state or federal laws, which
  are provided for the health of schoolchildren or children with disabilities. See Title
  16, Chapters 21, 24, 25, and 26 of the R.I. General Laws. See also applicable
  regulations about the health of schoolchildren and the special education of children
  with disabilities or similar rules set forth by federal law or state law of applicable
  jurisdiction.
- Services and supplies which are required under the laws of a state, other than Rhode Island, and are not provided under this health *plan*.

# **All Other Exclusions**

- Services not approved by the FDA or other governing body.
- Services we have not reviewed or we have not determined are eligible for coverage.
- Administrative service charges for:
  - missed appointments;
  - o completion of *claim* forms;
  - additional fees, sometimes referred to as access fees, associated with concierge, boutique, or retainer practices; and
  - o any other administrative *charges*.
- Blood services for drawing, processing, or storage of *y*our own blood, including any penalty fees related to blood services.
- Continuation of a covered healthcare service or benefit as a result of a clerical error.
- Custodial care, rest care, day care, or non-skilled care services.
- Convalescent homes, nursing homes including non-skilled care, assisted living facilities, or other residential facilities.
- Educational classes unless listed as covered.
- Exams or services that are required for or related to employment, education, marriage, adoption, insurance purposes, court order, or similar third parties when not medically necessary or when the benefit limit for the exam or service has been met.
- Routine foot care, including the treatment of corns, bunions except capsular or bone surgery, calluses, the trimming of nails, the treatment of simple ingrown nails and other preventive hygienic procedures, except when performed to treat diabetic related nerve and circulation disorders of the feet.
- Treatment of flat feet unless the treatment is a covered surgical service.
- Telephone consultations, telephone services, or medication monitoring by phone, except for telemedicine services as described in Section 3.
- Employment related injuries for dental or healthcare services when provided to treat work-related illnesses, conditions, or injuries whether or not you are covered by Workers' Compensation law, unless:
  - you are self-employed, a sole stockholder of a corporation, or a member of a partnership;
  - such work-related illnesses, conditions, or injuries were incurred in the course of your self-employment, sole stockholder, or partnership activities; and
  - you are not enrolled as an employee under a group health *plan* sponsored by an employer other than the business or partnership described above.

- Services and supplies used for your personal appearance and/or comfort, whether
  or not prescribed by a physician and regardless of your condition. These services
  and supplies include, but are not limited to:
  - o batteries, unless indicated as covered;
  - o radio;
  - o telephone;
  - o television;
  - o air conditioner:
  - o humidifier:
  - dehumidifier
  - air purifier;
  - beauty and barber services;
  - o recliner lift;
  - o travel expenses, whether or not prescribed by a *physician*;
  - standers:
  - raised toilet seats;
  - toilet seat systems;
  - o cribs:
  - o ramps;
  - positioning wedges;
  - wall or ceiling mounted lift systems;
  - o water circulating cold pads or cryo-cuffs;
  - car seats including any vest system or car beds;
  - bath or shower chair systems;
  - o trampolines;
  - tricycles;
  - therapy balls; and
  - o net swings with a positioning seat.
- Research studies.
- Services provided by relatives whether by blood, marriage, or adoption, or other members of your household.
- Services related to sexual dysfunctions, except medically necessary services for treatment related to an organic condition.
- Services related to surrogate parenting or the newborn child of a surrogate parent.
- Programs or drugs designed for the purpose of weight loss, including but not limited to, commercial diet plans, weight loss programs, and any services in connection with such plans or programs.
- Health assessment programs designed to provide personalized treatment plans.
   These treatment plans can include but are not limited to:
  - cardiovascular assessments:
  - o diet:
  - exercise; and
  - lifestyle guidance.

# SECTION 5: REQUESTS FOR AUTHORIZATION, DENIALS, COMPLAINTS, AND APPEALS

# **Requests for Authorization**

We evaluate the *medical necessity* of select *covered healthcare services* using clinical criteria to facilitate clinically appropriate, cost-effective management of *your* care. This process is called *utilization review*, and it can occur in the following situations:

- When you (or your provider) request authorization for a service before receiving it (preauthorization).
- When you (or your provider) request authorization for a service that is ongoing (concurrent authorization).
- When you (or *your provider*) request authorization for a service you have already received (retrospective authorization).

The determination of whether a service is *medically necessary* is solely for the purpose of *claims* payment and the administration of health *benefits* under this *plan*. It is not an exercise of professional medical judgment. BCBSRI does not act as a healthcare *provider*. We do not furnish medical care. You are not prohibited from having a treatment or hospitalization for which reimbursement was not authorized. Nothing here will change or affect *your relationship* with *your provider(s)*.

We may contract with an organization to conduct *utilization review* on our behalf. If another company does *utilization review* on our behalf, the company will act as an independent contractor and is not a partner, agent, or employee of BCBSRI.

#### **Preauthorization**

Preauthorization is the process by which we determine whether a covered healthcare service is medically necessary before you receive the service. Medical services which may require preauthorization are marked with an asterisk (\*) in the Summary of Medical Benefits.

A separate *preauthorization* process applies to pharmacy services. Pharmacy services which require prescription drug *preauthorization* are marked with the (+) symbol in the Summary of Pharmacy *Benefits*. To obtain the required prescription drug *preauthorization* please ask the pharmacist to call our pharmacy *benefits* administrator using the number listed on the back of *y*our ID card. See Prescription Drugs and Diabetic Equipment or Supplies in Section 3 for additional information about prescription drug *preauthorization*.

Preauthorization is not a guarantee of payment, as the process does not take benefit limits into account.

In most cases, *providers* are responsible for obtaining *preauthorization* for *covered healthcare services*. However, in some cases you are responsible for obtaining *preauthorization*. The chart below describes who is responsible for getting *preauthorization* in the specified situations:

Covered services provided	Preauthorization is the
by:	responsibility of the:
Network Providers	Provider
Non-Network Providers	Member
BlueCard Providers:	
Inpatient Services	Provider
Other Services	Member

For mental health and *substance* use *disorder* services call 1-800-274-2958 prior to receiving care. Lines are open 24 hours a day, 7 days per week. For all other *covered healthcare services*, call our Customer Service Department.

A notification of the *preauthorization* determination will be provided prior to the date of service but no later than fourteen (14) calendar days from receipt of the request.

When we determine that the services are not *medically necessary*, that service is not covered. If the *provider* is responsible for obtaining *preauthorization*, that *provider* may not bill you for the service. When you are responsible for obtaining *preauthorization*, and we determine the service is not *medically necessary*, you will be responsible for the cost of the services. You have the right to appeal our determination or to take legal action as described in this section.

<u>Please note:</u> You do not need *preauthorization* for *emergency* services. Additionally, you do not need *preauthorization* from us or from any other person (including a *PCP*) in order to obtain access to obstetrical or gynecological care from a *network physician* who specializes in obstetrics or gynecology. Your *physician*, however, may be required to comply with certain procedures, including obtaining *preauthorization* for certain services.

#### **Expedited Preauthorization**

You may request an expedited *preauthorization* review in an *emergency*. We will respond to you with a determination within seventy-two (72) hours following receipt of the request.

#### **Concurrent Authorization**

We review requests for concurrent authorization when you need an extension of an authorized course of treatment beyond the period of time or number of treatments already approved. If we deny your request, we will notify your provider before the end of the treatment period and will let you know within one business day of making the determination. You have the right to appeal our determination or to take legal action as described in this section.

#### **Retrospective Authorization**

We review requests for retrospective authorization when services were provided before authorization was obtained. A notification of the retrospective determination will be provided within thirty (30) calendar days from receipt of the request. You have the right to appeal our determination or to take legal action as described in this section.

#### **Network Authorization**

For services that cannot be provided by a *network provider*, you can request a *network authorization* to seek services from a *non-network provider*. With an approved *network authorization*, the *network benefit* level will apply to the authorized *covered healthcare service*. If we approve a *network authorization* for you to receive services from a *non-network provider*, our reimbursement will be based on the lesser of our *allowance*, the *non-network provider's charge*, or the *benefit limit*, less any *copayments* and *deductibles*.

#### **Denials**

A *claim* denial, also known as an adverse *benefit* determination, is any of the following:

- a full or partial denial of a benefit,
- a reduction of a benefit,
- a termination of a benefit,
- a failure to provide or make a full or partial payment for a benefit, and
- a rescission of coverage, even if there is no adverse effect on any benefit.

If we deny payment for a service we determine not *medically necessary*, a determination letter will be provided with the following information:

- reason for the denial;
- clinical criteria used to make the determination as well as how to obtain a copy of the clinical criteria; and
- instructions for filing a medical appeal.

If you have questions, please contact our Grievance and Appeals Unit. See Section 9 for contact information. You may also contact the Office of the Health Insurance Commissioner's Consumer Resource Program, RIREACH at 1-855-747-3224 about questions or concerns you may have.

# **Complaints**

A complaint is an expression of dissatisfaction with any aspect of our operation or the quality of care you received from a healthcare *provider*. It is not an appeal, an inquiry, or a problem of misinformation which can be resolved promptly by clearing up the misunderstanding, or supplying the appropriate information to *y*our satisfaction.

We encourage you to discuss any concerns or issues you may have about any aspect of your medical treatment with the healthcare *provider* that furnished the care. In most cases, issues can be more easily resolved if they are raised when they occur. However, if you remain dissatisfied or prefer not to take up the issue with *your provider*, you can call our Customer Service Department for further assistance. You may also call our Customer Service Department if you are dissatisfied with any aspect of our operation.

If the concern or issue is not resolved to your satisfaction, you may file a verbal or written complaint with our Grievance and Appeals Unit.

If you wish to file a complaint:

- related to the quality of care you received from a healthcare *provider*, you must do so within sixty (60) days of the incident.
- unrelated to the quality of care you received, you may do so at any time.

We will acknowledge receipt of your complaint or administrative appeal within ten (10) business days. The Grievance and Appeals Unit will conduct a thorough review of your complaint and respond within thirty (30) business days of the date it was received. The determination letter will provide you with the rationale for our response as well as information on any possible next steps available to you.

When filing a complaint, please provide the following information:

- your name, address, member ID number;
- the date of the incident or service:
- summary of the issue;
- any previous contact with BCBSRI concerning the issue;
- a brief description of the relief or solution you are seeking; and
- additional information such as *referral* forms, *claims*, or any other documentation that you would like us to review.

Please send all information to the address listed on the Contact Information section.

# **Appeals**

If you experience a problem relating to an authorization review, *benefit* denial, or other aspect of this *plan*, we have internal and external procedures to help you resolve *your* issue.

When filing an appeal, please reference the same information listed in the Complaints section above.

#### **Administrative Appeals**

An administrative appeal is a request for us to reconsider a full or partial denial of payment for *covered healthcare services* for the following reasons:

- the services were excluded from coverage;
- we determined that you were not eligible for coverage;
- you or your provider did not follow BCBSRI's requirements; or
- a limitation on an otherwise covered benefit exists.

You are not required to file a complaint (as described above), before filing an administrative appeal. If you call our Customer Service Department, a Customer Service Representative will try to resolve *y*our concern. If the issue is not resolved to *y*our satisfaction, you may file a verbal or written administrative appeal with our Grievance and Appeals Unit.

If you request an administrative appeal, you must do so within one hundred eighty (180) days of receiving a denial payment for *covered healthcare services*.

We will acknowledge receipt of your administrative appeal within ten (10) business days. The Grievance and Appeals Unit will conduct a thorough review of your administrative appeal and respond within sixty (60) calendar days of the date it was received. The letter will provide you with information regarding our determination.

#### **Medical Appeals**

A medical appeal is a request for us to reconsider a full or partial denial of payment for covered healthcare services because we determined:

- the service was not *medically necessary* or appropriate; or
- the service was experimental or investigational.

You may request an expedited appeal when:

- an urgent preauthorization request for healthcare services has been denied;
- the circumstances are an emergency; or
- you are in an inpatient setting.

#### **How to File a Medical Appeal**

You or your physician may file a written or verbal medical appeal with our Grievance and Appeals Unit. The medical appeal must be submitted to us within one hundred and eighty (180) calendar days of the initial determination letter.

If someone other than your provider is filing a medical appeal on your behalf, you must provide us with a signed notice, authorizing the individual to represent you in this matter.

Within ten (10) business days of receipt of a written or verbal medical appeal, the Grievance and Appeals Unit will mail or call you to acknowledge our receipt of the medical appeal.

You will receive written notification of our determination within:

- fifteen (15) calendar days, from the receipt of your appeal, for a prospective or concurrent review; and
- fifteen (15) business days, from the receipt of your appeal, for a retrospective review.

See Prescription Drugs and Diabetic Equipment or Supplies in Section 3 for information on how to request coverage for a prescription drug not listed on our *formulary*.

#### **How to File an Expedited Appeal**

Your appeal may require immediate action if a delay in treatment could seriously jeopardize your health or your ability to regain maximum function, or would cause you

severe pain.

To request an expedited appeal of a denial related to services that have not yet been rendered (a prospective review) or for on-going services (a concurrent review), you or your healthcare *provider* should call the Grievance and Appeals Unit. See Section 9 for contact information.

You will be notified of our decision no later than seventy-two (72) hours or two (2) business days after our receipt of the request, whichever is shorter.

You may not request an expedited review of *covered healthcare services* already received.

#### How to Request an External Appeal

If you remain dissatisfied with our medical appeal determination, you may request an external review by an outside review agency. Your *claim* does not have to meet a minimum dollar threshold in order for you to be able to request an external appeal.

To request an external appeal, submit a written request to us within four (4) months of your receipt of the medical appeal denial letter. We will forward your request to the outside review agency within five (5) business days, unless it is an urgent appeal, and then we will send it within two (2) business days.

We may charge you a filing fee up to \$25.00 per external appeal, not to exceed \$75.00 per *plan year*. We will refund you if the denial is reversed and will waive the fee if it imposes an undue hardship for you.

Upon receipt of the information, the outside review agency will notify you of its determination within ten (10) business days, unless it is an urgent appeal, and then you will be notified within two (2) business days.

The determination by the outside review agency is binding on us.

Filing an external appeal is voluntary. You may choose to participate in this level of appeal or you may file suit in an appropriate court of law (see Legal Action, below).

Once a *member* or *provider* receives a decision at one of the several levels of appeals noted above, (initial, second level, external), the *member* or *provider* may not ask for an appeal at the same level again, unless additional information that could affect such decisions can be provided.

# **Legal Action**

If you are dissatisfied with the determination of your *claim*, and have complied with applicable state and federal law, you are entitled to seek judicial review. This review will take place in an appropriate court of law.

Under state law, you may not begin court proceedings prior to the expiration of sixty (60) days after the date you filed *your claim*. In no event may legal action be taken against us later than three (3) years from the date you were required to file the *claim*.

# **SECTION 6: CLAIM FILING AND PROVIDER PAYMENTS**

This section provides information regarding how a *member* may file a *claim* for a *covered healthcare service and how* we pay *providers* for a *covered healthcare service*.

### How to File a Claim

Network providers file claims on your behalf.

Non-network providers may or may not file claims on your behalf. If a non-network provider does not file a claim on your behalf, you will need to file it yourself. To file a claim, please send us the provider's itemized bill, and include the following information:

- your name;
- your member ID number;
- the name, address, and telephone number of the *provider* who performed the service;
- date and description of the service; and
- · charge for that service.

Please send your *claim* to the address listed in the Contact Information section.

Claims must be filed within one calendar year of the date you receive a covered healthcare service. Claims submitted after this deadline are not eligible for reimbursement. This timeframe does not apply if you are legally incapacitated.

# **How Network Providers Are Paid**

We pay *network providers* directly for *covered healthcare services*. *Network providers* agree not to bill, *charge*, collect a deposit from, or seek reimbursement from you for a *covered healthcare service*, except for your share under the *plan*.

When you see a *network provider*, you are responsible for a share of the cost of *covered healthcare services*. Your share includes the *deductible*, if one applies, and the *copayment*, as listed in the Summary of Medical *Benefits*. The *covered healthcare service* may also have a *benefit limit*, which caps the amount we will reimburse the *provider* for that service. You will be responsible for any amount over the *benefit limit*, up to the *allowance*.

Your *provider* may request these payments at the time of service, or may bill you after the service. If you do not pay your *provider*, the *provider* may decline to provide current or future services or may pursue payment from you, such as beginning collection proceedings.

While some of our *network providers* participate in *provider* incentive, risk-sharing, care coordination, value-based or similar programs, the *copayments* and *deductibles* you are responsible for are determined at the date of service and will not be retroactively adjusted for payments we make to *providers* under these programs.

Not all of the individual *providers* at a *network* facility will be *network providers*. It is *your* responsibility to make sure that each *provider* from whom you receive care is in the *network*. However, if you receive certain types of services at a *network* facility, and *covered healthcare services* are provided with those services by a *non-network provider* outside of *your* control, we will reimburse you for those *covered healthcare services* based upon our *allowance* at the *network* level of *benefits* when the services have been rendered:

- during an inpatient admission at a network facility under the supervision of a network physician;
- while receiving outpatient services performed at a network facility under the supervision of a network physician; and
- while receiving emergency room services at a network facility.

# **How Non-network Providers Are Paid**

This *plan* does not cover services received from a *non-network provider* except in the following limited circumstances:

- emergency care (emergency room services and ambulance services);
- we specifically approve the use of a *non-network provider* for *covered healthcare* services, see *Network Authorization* in *Section 5* for details;
- covered healthcare services are rendered by a non-network provider at a network facility outside of your control;
- otherwise, as required by law.

If you receive care from a *non-network provider*, you are responsible for paying all *charges* for the services you received, except for the limited circumstances listed above.

We reimburse you or the *non-network provider* up to the lesser of our *allowance*, the *non-network provider's charge*, or the *benefit limit*, less any *copayments* and *deductibles*. You are responsible for the *deductible*, if one applies, and the *copayment*, as well as any amount over the *benefit limit* that applies to the service you received. For *emergency* or urgent care services, the amount you pay is the same as a *network provider*.

We reimburse *non-network provider* services using the same guidelines we use to pay *network providers*. Generally, our payment for *non-network provider* services will not be more than the amount we pay for *network provider* services. If an *allowance* for a specific *covered healthcare service* cannot be determined by reference to a fee schedule, reimbursement will be based upon a calculation that reasonably represents the amount paid to *network providers*. For *emergency* services, we reimburse *non-network providers*, in accordance with R.I. Gen. Laws § 27-18-76, the greater of our *allowance*, our usual guidelines for paying *non-network providers*, or the amount that would be paid under Medicare, less any *copayments* or *deductibles*.

You are liable for the difference between the amount that the *non-network provider* bills and the payment we make for *covered healthcare services*. Generally, we send reimbursement to you, but we reserve the right to reimburse a *non-network provider* directly.

Payments we make to you are personal. You cannot transfer or assign any of your right to receive payments under this *agreement* to another person or organization, unless the R.I. General Law §27-20-49 (Dental Insurance assignment of *benefits*) applies.

Network authorization requests to seek covered healthcare services from a non-network provider when the covered healthcare service cannot be provided by a network provider is explained in Network Authorization in Section 5.

# How BlueCard Providers Are Paid: Coverage for Services Provided Outside Our Serviced Area

#### Overview

BCBSRI has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-*Plan* Arrangements." These Inter-*Plan* Arrangements work based on rules and procedures issued by the Blue Cross and Blue Shield Association ("Association"). Whenever you access healthcare services outside the geographic area BCBSRI serves, the *claim* for those services may be processed through one of these Inter-*Plan* Arrangements, as described below.

When you receive care outside of the BCBSRI service area, you will receive it from one of two kinds of *providers*. Most *providers* ("participating *providers*") contract with the local Blue Cross and/or Blue Shield *Plan* in that geographic area ("Host Blue"). Some *providers* ("nonparticipating *providers*") don't contract with the Host Blue. We explain below how we pay both kinds of *providers*.

This *plan* covers only limited healthcare services received outside of our service area. As used in this section. "Out-of-Area *covered healthcare services*" include the following services obtained outside the geographic area we serve: *Emergency* care (*emergency* room services and ambulance services); services for which we specifically approve the use of a *non-network provider*, and otherwise, as required by law. Any other services will not be covered when processed through any Inter-*Plan* Arrangements unless authorized by us.

#### **Inter-Plan Arrangements Eligibility – Claim Types**

All *claim* types are eligible to be processed through Inter-*Plan* Arrangements, as described above, except for all dental *benefits*, and those prescription drug *benefits* or vision *benefits* that may be administered by a third party contracted by us to provide the specific service or services.

#### BlueCard® Program

Under the *BlueCard*® Program, when you receive *covered healthcare services* within the geographic area served by a Host Blue, BCBSRI will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating *providers*.

The *BlueCard* Program enables you to obtain Out-of-Area *covered healthcare* services, as defined above, from a healthcare *provider* participating with a Host Blue, where

available. The participating *provider* will automatically file a *claim* for the Out-of-Area *Covered healthcare services* provided to you, so there are no *claim* forms for you to fill out. You will be responsible for the *copayment* amount, as stated in the Summary of *Benefits*.

*Emergency* Care Services: If you experience a medical *emergency* while traveling outside our service area, go to the nearest *emergency* or urgent care facility.

When you receive Out-of-Area *covered healthcare services* outside our service area and the *claim* is processed through the *BlueCard* Program, the amount you pay for the Out-of-Area *Covered healthcare services*, if not a flat dollar *copayment*, is calculated based on the lower of:

- the billed charges for your Out-of-Area covered healthcare services; or
- the negotiated price that the Host Blue makes available to us.

When you receive *covered healthcare services* outside our service area and the *claim* is processed through the *BlueCard* Program, the amount you pay for *covered healthcare services* is calculated based on the lower of:

- the billed covered charges for your covered services; or
- the negotiated price that the Host Blue makes available to BCBSRI.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of *claims*, as noted above. However, such adjustments will not affect the price we have used for *your claim* because they will not be applied after a *claim* has already been paid.

#### **Value-Based Programs**

If you receive *covered healthcare services* under a Value-Based Program inside a Host Blue's service area, you will not be responsible for paying any of the *Provider* Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to us through average pricing or fee schedule adjustments.

The following defined terms only apply to the *BlueCard* section only:

- Care Coordinator Fee is a fixed amount paid by us to providers periodically for Care Coordination under a Value-Based Program.
- Care Coordination is organized, information-driven patient care activities intended to facilitate the appropriate responses to an enrolled *member's* healthcare needs across the continuum of care.

- Value-Based Program (VBP) is an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local *providers* that is evaluated against cost and quality metrics/factors and is reflected in *provider* payment.
- Provider Incentive is an additional amount of compensation paid to a healthcare provider by us, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

#### Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax or other fee as part of the *claim* charge passed on to you.

# **Nonparticipating Providers Outside Our Service Area**

How we pay nonparticipating *providers* outside our service area is explained in How *Non-network Providers* Are Paid section above.

#### **Blue Cross Blue Shield Global Core**

If you are outside the United States (hereinafter "BlueCard service area"), you may be able to take advantage of the Blue Cross Blue Shield Global Core when accessing covered healthcare services. The Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core assists you with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

- Inpatient Services: In most cases, if you contact the service center for assistance,
   hospitals will not require you to pay for covered inpatient services, except for your
   cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will
   submit your claims to the service center to begin claims processing. However, if you
   paid in full at the time of service, you must submit a claim to receive reimbursement
   for covered healthcare services.
- Outpatient Services: Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered healthcare services. Preauthorization is recommended for outpatient services.
- Submitting a Blue Cross Blue Shield Global Core Claim: When you pay for covered healthcare services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from BCBSRI, the service center or online at www.bcbsglobalcore.com. If you need assistance with

your claim submission, you should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.	

# SECTION 7: COORDINATION OF BENEFITS AND SUBROGATION

# <u>Introduction</u>

This Coordination of *Benefits* (COB) provision applies when you or *your* covered dependents have healthcare coverage under more than one *plan*.

This *plan* follows the COB rules of payment issued by the Rhode Island Office of the Health Insurance Commissioner (OHIC) in Regulation 48, and the National Association of Insurance Commissioners (NAIC). From time to time these rules may change before a revised *agreement* can be provided. The most current COB regulations in effect at the time of coordination are used to determine the *benefits* available to you.

When this provision applies, the order of *benefit* determination rules described below will determine whether we pay *benefits* before or after the *benefits* of another *plan*.

## **Definitions**

The following definitions apply to this section. For additional definitions, see Section 8. When the defined term is used, it will be *italicized* in this section.

**ALLOWABLE EXPENSE** means a necessary, reasonable and customary item of expense for health care, which is:

- covered at least in part under one or more plans covering the person for whom the claim is made; and
- incurred while this *plan* is in force.

When a *plan* provides healthcare coverage in the form of services, the reasonable cash value of each service is considered as both an *allowable expense* and a *benefit* paid.

Vision care services covered under other *plans* are not considered an *allowable expense* under this *plan*.

**PLAN** means any of the following that provides *benefits* or services for medical, pharmacy, or dental care treatment. If separate contracts are used to provide coordinated coverage for *members* of a group, the separate contracts are considered parts of the same *plan* and there is no COB among those separate contracts.

1. *Plan* includes: group and non-group insurance contracts, health maintenance organization (HMO) contracts, closed panel *plans* or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical *benefits* under group or individual automobile contracts; and Medicare or any other federal governmental *plan*, as permitted by law.

2. *Plan* does not include: *hospital* indemnity coverage insurance or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited *benefit* health coverage, as defined by state law; school accident type coverage; *benefits* for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental *plans*, unless permitted by law.

Each contract for coverage under numbers 1 or 2 above is a separate *plan*. If a *plan* has

two parts and COB rules apply only to one of the two, each of the parts is treated as a separate *plan*.

**PRIMARY PLAN (PRIMARY)** means a *plan* whose *benefits* for a person's healthcare coverage must be determined without taking the existence of any other *plan* into consideration.

SECONDARY PLAN (SECONDARY) means a plan that is not a primary plan.

## When You Have More Than One Plan with BCBSRI

If you are covered under more than one *plan* with us, you are entitled to covered *benefits* under both *plans*. If one *plan* has a *benefit* that the other(s) does not, you are entitled to coverage under the *plan* that has the *benefit*. The total payments you receive will never be more than the total *allowable expense* for the services you receive.

# When You Are Covered by More Than One Insurer

A healthcare coverage *plan* is considered the *primary plan* and its *benefits* will be paid first if:

- the *plan* does not use similar COB rules to determine coverage; or
- the *plan* does not have a COB provision; or
- The *plan* has similar the COB rules and is determined to be *primary* under the order of *benefit* determination rules described below.

Benefits under another *plan* include all *benefits* that would be paid if *claims* had been initially submitted under that *plan*.

The following factors are used to determine which *plan* is *primary* and which *plan* is *secondary*:

- if you are the main *subscriber* or a dependent;
- if you are married, which spouse was born earlier in the year;
- the length of time each spouse has been covered under the *plan*;
- if a parental custody or divorce decree applies; or
- if Medicare is your other coverage then Medicare guidelines will apply.

These factors make up the order of *benefit* determination rules, described in greater detail below:

# (1) Non-dependent/Dependent

If you are covered under a *plan* and you are the main *subscriber*, the *benefits* of that *plan* will be determined before the *benefits* of a *plan* that covers you as a dependent. If, however, you are a Medicare beneficiary, then, in some instances, Medicare will be *secondary* and the *plan*, which covers you as the main *subscriber* or as a dependent, will be primary.

If one of your dependents covered under this *plan* is a student, and has additional coverage through a student *plan*, then the *benefits* from the student *plan* will be determined before the *benefits* under this *plan*.

#### (2) Dependent Child

If dependent children are covered under separate *plans* of more than one person, whether a parent or guardian, *benefits* for the child will be determined in the following order:

- the benefits of the plan covering the parent born earlier in the year will be determined before those of the parent whose birthday (month and day only) falls later in the year;
- if both parents have the same birthday, the benefits of the plan that covered the
  parent longer are determined before those of the plan which covered the other
  parent for a shorter period of time;
- if the other plan does not determine benefits according to the parents' birth dates, but by parents' gender instead, the other plan's gender rule will determine the order of benefits.

#### (3) Dependent Child/Parents Separated or Divorced

If two or more *plans* cover a person as a dependent child of divorced or separated parents, the *plan* responsible to cover *benefits* for the child will be determined in the following order:

- first, the *plan* of the parent with custody of the child;
- then, the *plan* of the spouse of the parent with custody of the child; and
- finally, the *plan* of the parent not having custody of the child.

If the terms of a court decree state that:

- one of the parents is responsible for the healthcare expenses of the child, and the
  entity obligated to pay or provide the parent's benefits under that parent's plan has
  actual knowledge of those terms, the benefits of that plan are determined first and
  the benefits of the plan of the other parent are the secondary plan.
- both parents share joint custody, without stating that one of the parents is responsible for the healthcare expenses of the child, the *plans* covering the child will follow the order of *benefit* determination rules outlined above.

#### (4) Active/Inactive Employee

If you are covered under another *plan* as an active employee, *y*our *benefits* and those of *y*our dependents under that *plan* will be determined before *benefits* under this *plan*. The *plan* covering the active employee and dependents will be the *primary plan*. The *plan* 

covering that same employee as inactive (including those who are retired or have been laid off) will be the *secondary plan* for that employee and dependents.

## (5) COBRA/Rhode Island Extended Benefits (RIEB)

If this *plan* is provided to you under COBRA or RIEB, and you are covered under another *plan* as an employee, retiree, or dependent of an employee or retiree, the *plan* covering you as an employee, retiree or dependent of an employee or retiree will be *primary* and the COBRA or RIEB *plan* will be the *secondary plan*.

# (6) Longer/Shorter Length of Coverage

If none of the above rules determine the order of *benefits*, the *benefits* of the *plan* that covered a *member* or *subscriber* longer are determined before those of the *plan* that covered that person for the shorter term.

#### **How We Calculate Benefits Under These Rules**

When this *plan* is *secondary*, it may reduce its *benefits* so that the total *benefits* paid or provided by all *plans* are not more than the total *allowable expenses*. In determining the amount to be paid for any *claim*, the *secondary plan* will calculate the *benefits* it would have paid in the absence of other healthcare coverage and apply that calculated amount to any *allowable expense* under its *plan* that is unpaid by the *primary plan*. The *secondary plan* may then reduce its payment by the amount so that, when combined with the amount paid by the *primary plan*, the total *benefits* paid or provided by all *plans* for the *claim* do not exceed the total *allowable expense* for that *claim*. In addition, the *secondary plan* shall credit to its *plan deductible* any amounts it would have credited to its *deductible* in the absence of other healthcare coverage.

# Our Right to Make Payments and Recover Overpayments

If payments which should have been made by us according to this provision have actually been made by another organization, we have the right to pay those organizations the amounts we decide are necessary to satisfy the rules of this provision. These amounts are considered *benefits* provided under this *plan* and we will not have to pay those amounts again.

If we make payments for *allowable expenses*, which are more than the maximum amount needed to satisfy the conditions of this provision, we have the right to recover the excess amounts from:

- the person to or for whom the payments were made;
- any other insurers; and/or
- any other organizations (as we decide).

As the *subscriber*, you agree to pay back any excess amount paid, provide information and assistance, or do whatever is necessary to aid in the recovery of this excess amount. The amount of payments made includes the reasonable cash value of any *benefits* provided in the form of services.

# Our Right of Subrogation and/or Reimbursement

#### **Subrogation**

You may have a legal right to recover some or all of the costs of *y*our health care from someone else called a third party. Third party means any person or company that is, or could be, responsible for the costs of injuries or illness to you or any other dependent. This includes such costs to you or any other dependent covered under this *plan*.

If we pay for costs a third party is responsible for, we reserve the right to recover up to the full amount we paid. Our rights of recovery apply to any payment made to you or due to you from any source. This includes, but is not limited to:

- payment made or due by a third party;
- payments made or due by any insurance company on behalf of the third party;
- any payments or rewards made or due under an uninsured or underinsured motorist coverage policy;
- any disability award or settlement payment made or due;
- medical coverage payments made or due under any automobile policy;
- premises or homeowners' medical coverage payments made or due;
- premises or homeowners' insurance coverage; and
- any other payments made or due from a source intended to compensate you for third party injuries.

We have the right to recover those payments made for *covered healthcare services*. We can do this with or without *y*our consent. Our right has priority, except as otherwise provided by law. We can recover against the total amount of any recovery, regardless of whether all or part of the recovery is for medical expenses or the recovery is less than the amount needed to reimburse you fully for the illness or injury.

We may contract with a third party or subrogation agent to administer subrogation recoveries.

#### Reimbursement

In addition to the subrogation rights described above, we also have reimbursement rights. If you recover money by lawsuit, settlement, or otherwise, we may seek reimbursement from you for *covered healthcare services* for which we paid or will pay. Our reimbursement right applies when you received payment from a third party for *covered healthcare services* we provided under this *plan*, as described in the subrogation section above.

We can seek from you reimbursement up to the amount of any payment made to you, whether

- all or part of the payment to you was designated, allocated, or characterized as payment for medical expenses; or
- the payment is for an amount less than that necessary to compensate you fully for the illness or injury.

We may offset future payments under this *plan* until we have been paid an amount equal to what you were paid by a third party for the cost of the *covered healthcare* 

services that we paid or will pay. If we pay legal fees to recover money from you, we can recover those costs from you as well. The amount you must pay us cannot be reduced by any legal costs you have paid.

If you receive money in a settlement or a judgment and do not agree with our right to reimbursement, you must keep an amount equal to our *claim* in a separate account until the dispute is resolved. If a court orders that money be paid to you or any third party before your lawsuit is resolved, you must tell us, at that time, so we can respond in court.

#### **Member Cooperation**

You further agree:

- to notify us promptly and in writing when notice is given to any third party or representative of a third party of the intention to investigate or pursue a *claim* to recover damages or obtain compensation;
- to cooperate with us and provide us with requested information;
- to do whatever is necessary to secure our rights of subrogation and reimbursement under this plan;
- to assign us any *benefits* you may be entitled to receive from a third party. Your assignment is up to the cost of the *covered healthcare services*;
- to give us a first priority lien on any recovery, settlement, or judgment or other source of compensation which may be had by any third party. You agree to do this to the extent of the full cost of all covered healthcare services associated with third party responsibility;
- to do nothing to prejudice our rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of the covered healthcare services provided by this plan;
- to serve as a constructive trustee for the benefit of this *plan* over any settlement or recovery funds received as a result of third party responsibility;
- that we may recover the full cost of the covered healthcare services provided by this
  plan without regard to any claim of fault on your party, whether by comparative
  negligence or otherwise;
- that no court costs or attorney fees may be deducted from our recovery;
- that we are not required to pay or contribute to paying court costs or attorney's fees
  for the attorney hired by you to pursue your claim or lawsuit against any third party;
  and
- that in the event you or your representative fails to cooperate with us, you shall be
  responsible for all costs associated with covered healthcare services provided by
  this plan, in addition to costs and attorney fees incurred by this plan in obtaining
  repayment.

# **SECTION 8: GLOSSARY**

When a defined term is used, it will be italicized.

**AGREEMENT (SUBSCRIBER AGREEMENT)** means this document. It is a legal contract between you and BCBSRI.

**ALLOWANCE** is the amount a *network provider* has agreed to accept for a *covered healthcare service*. For information about how we pay for healthcare services rendered by a *non-network provider*, please see How *Non-network Providers* Are Paid in Section 6.

When you receive covered healthcare services from a network provider, the provider has agreed to accept our allowance as payment in full. You will be responsible to pay your copayments, deductibles (if any), and the difference between the benefit limit and our allowance, if any.

Services received from a *non-network provider* are not covered under this *plan* except for the limited circumstances listed below. You are responsible for paying all *charges* from the *non-network provider*.

The limited circumstances are:

- emergency care (emergency room services, ambulance services, and emergency services at an urgent care center);
- we specifically approve the use of a *non-network provider* for *covered healthcare* services see *Network Authorization* in *Section 5* for details:
- covered healthcare services are rendered by a non-network provider at a network facility (outside of your control as described in Section 6.0); and
- otherwise, as required by law.

In these limited circumstances, when *covered healthcare services* are approved by us, our reimbursement will be based on the lesser of our *allowance*, the *non-network provider's charge*, or the *benefit limit*, less any *copayments* and *deductibles* at the *network benefit* level. See the Summary of Medical *Benefits* for details.

**AMBULATORY SURGICAL CENTER (FREESTANDING)** means a state licensed facility, which is equipped to provide surgery services on an *outpatient* basis.

**BENEFIT LIMIT** means the total *benefit* allowed under this *plan* for a *covered healthcare service*. The *benefit limit* may apply to the amount we pay, the duration, or the number of visits for a *covered healthcare service*.

**BENEFITS** means any treatment, facility, equipment, drug, device, supply or service that you receive reimbursement for under a *plan*.

**BLUECARD** is a national program in which we and other Blue Cross and Blue Shield plans participate. See How *BlueCard Providers* Are Paid: Coverage for Services Provided Outside of the Service Area in Section 6 for details.

**CHARGES** means the amount billed by any healthcare *provider* (e.g., *hospital*, *physician*, laboratory, etc.) for *covered healthcare services* without the application of any discount or negotiated fee arrangement.

**CLAIM** means a request that *benefits* of a *plan* be provided or paid.

**COPAYMENT** means either a defined dollar amount or a percentage of our *allowance* that you must pay for certain *covered healthcare services*.

**COVERED HEALTHCARE SERVICES** means any service, treatment, procedure, facility, equipment, drug, device, or supply that we have reviewed and determined is eligible for reimbursement under this *plan*.

**DEDUCTIBLE** means the amount that you must pay each *plan year* before certain covered healthcare services are payable. The amount applied to the deductible for a covered healthcare expense is based on the lower of our *allowance* or the *provider's* charge. See the Summary of Medical Benefits for your plan year deductible and benefit limits.

**DENTAL NECESSITY (DENTALLY NECESSARY)** means that the dental services provided by a *dentist* to identify or treat *y*our dental or oral health condition, upon review by BCBSRI, are:

- consistent with the symptoms and appropriate and effective for the diagnosis, treatment, or care of the oral condition, disease, or injury for which it is prescribed or performed;
- appropriate with regard to generally accepted standards of dental practice within the dental community or scientific evidence;
- not primarily for the convenience of the member, the member's family or dentist of such member, and
- the most appropriate in terms of type, amount, frequency, setting, duration, and level of service that can safely be provided to the *member*.

We will make a determination whether a dental service is *dentally necessary* based on our dental policies and related guidelines. You have the right to appeal our determination or to take legal action. Please see Appeals in Section 5 for details.

We may review *dental necessity* on a case-by-case basis. We determine *dental necessity* solely for purposes of *claims* payment based on our dental policies and related guidelines under this *plan*.

**DEVELOPMENTAL SERVICES** means therapies, typically provided by a qualified professional using a treatment plan, that are intended to lessen deficiencies in normal age appropriate function. The therapies generally are meant to limit deficiencies related

to injury or disease that have been present since birth. This is true even if the deficiency was detected during a later developmental stage. The deficiency may be the result of injury or disease during the developmental period. *Developmental services* are applied for sustained periods of time to promote acceleration in developmentally related functional capacity. This *plan* covers *developmental services* unless specifically listed as not covered.

**EMERGENCY** means a medical condition manifesting itself by acute symptoms. The acute symptoms are severe enough (including severe pain) that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect that without immediate medical attention serious jeopardy to the health of a person (or, with respect to a pregnant woman, the health of the woman or her unborn child), serious impairment to bodily functions, or serious dysfunction of any bodily organ or part could result.

**EXPERIMENTAL OR INVESTIGATIONAL** means any healthcare service that has progressed to limited human application, but has not been recognized as proven and effective in clinical medicine. See *Experimental or Investigational* Services in Section 3 for a more detailed description of the type of healthcare services we consider experimental or investigational.

**FORMULARY** means a list of covered prescription drugs provided under this *plan*. The *formulary* includes generic, preferred brand name, non-preferred brand name, and *specialty prescription drugs*.

HABILITATIVE SERVICES (HABILITATIVE) mean healthcare services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech therapy and other services performed in a variety of *inpatient* and/or *outpatient* settings for people with disabilities.

**HEALTHSOURCE RI (HSRI)** means a Rhode Island governmental agency that makes Qualified Health *Plans* (QHPs) available to qualified individuals. It works as a marketplace to help residents identify health insurance options.

#### **HOSPITAL** means a facility:

- that provides medical and surgical care for patients who have acute illnesses or injuries; and
- is either listed as a hospital by the American Hospital Association (AHA) or accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
  - GENERAL HOSPITAL means a hospital that is designed to care for medical and surgical patients with acute illness or injury.
  - SPECIALTY HOSPITAL means a hospital or the specialty unit of a general hospital that is licensed by the state. It must be designed to care for patients with

injuries or special illnesses. This includes, but is not limited to, a long-term acute care unit, an acute mental health or acute short-term rehabilitation unit or *hospital*.

Hospital does not mean:

- convalescent home;
- rest home;
- nursing home;
- home for the aged;
- school and college infirmary;
- residential treatment facility;
- long-term care facility;
- urgent care center or freestanding ambulatory surgical center,
- facility providing mainly custodial, educational or *rehabilitative* care; or
- a section of a hospital used for custodial, educational or rehabilitative care, even if accredited by the JCAHO or listed in the AHA directory.

**INPATIENT** means a person who is admitted to a *hospital* or other licensed facility, is classified as *inpatient* and is admitted for at least one overnight stay.

**LEGEND DRUG** is a drug that federal law does not allow the dispensing of without a prescription.

**MAXIMUM OUT-OF-POCKET EXPENSE** means the total amount you pay each *plan* year for covered healthcare services. We will pay up to 100% of our allowance for the covered healthcare service for the rest of the plan year once you have met the maximum out-of-pocket expense. See the Summary of Medical Benefits for your maximum out-of-pocket expenses.

**MEDICALLY NECESSARY (MEDICAL NECESSITY)** means that the healthcare services provided to treat *y*our illness or injury, upon review by BCBSRI are:

- appropriate and effective for the diagnosis, treatment, or care of the condition, disease, ailment or injury for which it is prescribed or performed;
- appropriate with regard to generally accepted standards of medical practice within the medical community or scientific evidence;
- not primarily for the convenience of the member, the member's family or provider of such member, and
- the most appropriate in terms of type, amount, frequency, setting, duration, supplies or level of service, which can safely be provided to the *member* (i.e. no less expensive professionally acceptable alternative, is available).

We will make a determination whether a healthcare service is *medically necessary*. You have the right to appeal our determination or to take legal action as described in Section 7.0. We review *medical necessity* on a case-by-case basis.

The fact that your *provider* performed or prescribed a procedure or treatment does not mean that it is *medically necessary*. We determine *medical necessity* solely for purpose of *claims* payment under this *plan*.

**MEMBER** means a person enrolled in this *plan*, whether a *subscriber* or other enrolled person.

**NETWORK** is a group of *providers* that have entered into contracts with us or other Blue Cross and Blue Shield *plans*.

**NETWORK AUTHORIZATION** is the process of obtaining an approval from us to receive *covered healthcare services* from a *non-network provider*.

**NETWORK PHARMACY** is a retail, mail order or specialty pharmacy that has a contract to accept our *pharmacy allowance* for prescription drugs and diabetic equipment or supplies covered under this *plan*.

**NETWORK PROVIDER** is a *provider* that has entered into a contract with us or other Blue Cross and Blue Shield *plans*.

For pediatric dental care services, *network provider* is a *dentist* that has entered into a contract with us or participates in the Dental Coast to Coast *Network*.

For pediatric vision hardware services, a *network provider* is a *provider* that has entered into a contract with EyeMed, our vision care service manager.

**NEW SERVICE** means a service, treatment, procedure, facility, equipment, drug, device, or supply we previously have not reviewed to determine if the service is eligible for coverage under this *plan*.

**NON-NETWORK PHARMACY** is any pharmacy that has not entered into a contract to accept our *pharmacy allowance* for prescription drugs and diabetic equipment or supplies covered under this *plan*.

**NON-NETWORK PROVIDER** is a *provider* that has not entered into a contract with us or any other Blue Cross and Blue Shield *plan*.

For pediatric dental care services, *non-network provider* is a *dentist* that has not entered into a contract with us or does not participate in the Dental Coast to Coast *Network*.

For pediatric vision hardware services, a *non-network provider* is a *provider* that has not entered into a contract with EyeMed, our vision care service manager.

**OUTPATIENT** means a person who is receiving care other than on an *inpatient* basis, such as:

- in a provider's office;
- in an ambulatory surgical center or facility;

- in an emergency room; or
- in a clinic.

You are also an *outpatient* when you have been classified as admitted for observation.

#### **PHARMACY ALLOWANCE** means the lower of:

- the amount the pharmacy charges for the prescription drug;
- the amount we or our PBM have negotiated with a network pharmacy; or
- the maximum amount we pay any pharmacy for that prescription drug.

**PHYSICIAN** means any person licensed and registered as an allopathic or osteopathic *physician* (i.e. D.O or M.D.). For purposes of this *plan*, the term *physician* also includes a licensed *dentist*, podiatrist, or chiropractic *physician*.

**PLAN** means any health insurance benefit package provided by an organization.

**PLAN YEAR** means the 12-month period, beginning on January 1st and ending December 31st, in which benefit limits, deductibles (if any), and your maximum out-of-pocket expenses are calculated under this plan.

**PREAUTHORIZATION** is the process of determining whether a covered healthcare service is medically necessary before you receive the service. Preauthorization determines whether a healthcare service qualifies for benefit payment, and is not a professional medical judgment. The preauthorization process varies depending on whether the service is a medical procedure or a prescription drug.

**PREVENTIVE CARE SERVICES** means covered healthcare services performed to prevent the occurrence of disease as defined by the Affordable Care Act (ACA). See Preventive Care and Early Detection Services in Section 3.

**PRIMARY CARE PROVIDER (PCP)** means, for the purpose of this *plan*, professional *providers* that are family practitioners, internists, and pediatricians. Nurse practitioners and *physician* assistants, practicing under the supervision of these professional *providers*, may be reimbursed as *PCPs*. For the purpose of this *plan*, gynecologists and obstetricians may be credentialed as *PCPs* or as specialist *physicians*. See our website for a listing of *PCPs*.

**PROGRAM** means a collection of *covered healthcare services*, billed by one *provider*, which can be carried out in many settings and by different *providers*. This *plan* does not cover *programs* unless specifically listed as covered.

**PROVIDER** means an individual or entity licensed under the laws of the State of Rhode Island or another state to furnish healthcare services. For purposes of this *plan*, the term *provider* includes a *physician* and a *hospital*. It also means individuals whose services we must cover under Title 27, Chapters 19 and 20 of the R.I. General Laws, as amended from time to time.

A provider includes:

- midwives;
- certified registered nurse practitioners;
- psychiatric and behavioral health nurse clinical specialists practicing in collaboration with or in the employ of a *physician* licensed in Rhode Island;
- counselors in behavioral health; and
- therapists in marriage and family practice.

Healthcare services are only covered if those services are provided within the scope of the *provider's* license.

**REHABILITATIVE SERVICES (REHABILITATIVE)** means healthcare services that help a person keep, get back, or improve skills and functioning for daily living that have been lost or impaired due to being sick, hurt, or disabled. These services may include physical and occupational therapy, speech-language pathology, and psychiatric rehabilitation services in a variety of *inpatient* and/or *outpatient* settings. These acute short-term therapies can only be provided by a qualified professional.

**RESIDENTIAL TREATMENT FACILITY** means a facility which provides a treatment *program* for behavioral health services and is established and operated in accordance with applicable state laws for residential treatment *programs*.

**RETAIL CLINIC** is a medical clinic licensed to provide limited services, generally located in a retail store, supermarket or pharmacy. A *retail clinic* provides vaccinations and treats uncomplicated minor illnesses such as colds, ear infections, minor wounds or abrasions.

#### **SOUND NATURAL TEETH** means teeth that:

- are free of active or chronic clinical decay;
- have at least fifty percent (50%) bony support;
- are functional in the arch; and
- have not been excessively weakened by multiple dental procedures.

**SPECIALTY PRESCRIPTION DRUG** is a type of prescription drug listed on our *formulary* that generally is identified by, but not limited to, features such as:

- being produced by DNA technology;
- treats chronic or long term disease;
- requires customized clinical monitoring and patient support; and
- needs special handling.

**SUBSCRIBER** is the person who enrolls in this *plan* and signs the application on behalf of himself or herself and on behalf of the other family members listed as eligible on the application.

**SUBSTANCE USE DISORDER** means the diagnosis and treatment of alcoholism and substance-related and addictive disorders that are listed in the current Diagnostic and

Statistical Manual of the American Psychiatric Association (DSM) or the International Classification of Disease Manual (ICO) published by the World Health Organization.

**URGENT CARE CENTER** means a healthcare center either affiliated with a *hospital* or other institution or independently owned and operated. These centers may also be referred to as walk-in centers.

**UTILIZATION REVIEW** means the prospective (prior to), concurrent (during) or retrospective (after) review of any service to determine whether such service was properly authorized, constitutes a *medically necessary* service for purposes of *benefit* payment, and is a *covered healthcare service* under this *plan*.

**WE, US,** and **OUR** means Blue Cross & Blue Shield of Rhode Island. WE, US, or OUR will have the same meaning whether *italicized* or not.

**YOU** and **YOUR** means the *subscriber* or *member* enrolled for coverage under this *agreement*. YOU and YOUR will have the same meaning whether *italicized* or not.

# **SECTION 9: CONTACT INFORMATION**

<u>Type</u>	<u>Medical</u>	<u>Pharmacy</u>	<u>Dental</u>	Vision
Telephone Numbers:	Customer Service and Preauthorization: In state: 401-459-5000; Out of state: 1-800-639-2227; Hearing impaired: 711	Customer Service: In state: 401-459-5000; Out of state: 1-800-639-2227; Hearing impaired: 711	Customer Service: In state: 401-453-4700; Out of state: 1-800-831-2400; Hearing impaired: 711	Customer Service and Appeals: 1-855-347-6901
	Appeals: 401-459-5784  Preauthorization for Behavioral Health services: 1-800-274-2958	Prime Mail Order: 1-855-457-1204 Preauthorization: 1-855-457-0759		
Website:	www.bcbsri.com	www.bcbsri.com	www.bcbsri.com	www.bcbsri.com
Fax:	<u>Appeals</u> : 401-459-5005	Preauthorization and Appeals: 1-855-212-8110	Not Applicable	<u>Appeals</u> : 1-513-492-3259
Mailing address to file a claim:	Blue Cross & Blue Shield of Rhode Island Claims Department 500 Exchange Street Providence, RI 02903	Prime Therapeutics, LLC. P.O. Box 21870 Lehigh Valley, PA 18002-1870	Blue Cross & Blue Shield of Rhode Island Dental <i>Claims</i> Administrator P.O. Box 69427 Harrisburg, PA 17106-9427	Blue Cross Vision c/o EyeMed Vision Care Attn: OON Claims P.O. Box 8504 Mason, OH 45040-7111
Mailing address to submit an appeal:	Blue Cross & Blue Shield of Rhode Island Grievance and Appeals Unit 500 Exchange Street Providence, RI 02903	Prime Therapeutics, LLC. Clinical Review Dept. 1305 Corporate Center Drive Eagan, MN 55121	Blue Cross & Blue Shield of Rhode Island Dental Customer Service – Appeals P.O. Box 69420 Harrisburg, PA 17106-9420	EyeMed Vision Care Attn: Quality Assurance Dept. 4000 Luxottica Place Mason, OH 45040

BCBSRI Customer Service Department Call Center hours are:

- Monday thru Friday 8:00 AM to 8:00 PM
- Saturday thru Sunday 8:00 AM to 12:00 PM

#### Your Blue Store

You may also visit one of our retail walk-in service centers. Please check our website for specific locations and business hours.

#### **BlueCard Access**

To locate a *provider* outside of Rhode Island call 1-800-810-BLUE (2583) or use the "Find A Doctor" feature on our website.

#### **Emergency Care**

If you need *emergency* care, call 911 or go to the nearest *hospital emergency* room. If you are traveling outside our service area and need urgent care, call the number provided in the *BlueCard* Access section above. You may also visit our website and use the "Find A Doctor" feature to find a *BlueCard provider*.

# HealthSource RI (HSRI)

For questions concerning enrollment through *HSRI* call 1-855-683-6759 or visit their website at www.healthsourceri.com.

# **SECTION 10: NOTICES AND DISCLOSURES**

# **Behavioral HealthCare Parity**

This *plan* provides parity in *benefits* for behavioral health services. This means that coverage of *benefits* for mental health and *substance* use *disorders* is generally comparable to, and not more restrictive than, the *benefits* for physical health.

Financial requirements, such as *deductibles*, *copayments*, or *benefit limits* that may apply to a behavioral health service *benefit* category, such as *inpatient* services, are not more restrictive than those that apply to most medical *benefits* within the same category.

Different levels of financial requirements to different tiers of prescription drugs are applied without regard to whether a prescription drug is generally prescribed for physical, mental health, or *substance* use *disorders*.

Other requirements are imposed that are not expressed numerically, such as *preauthorization*, concurrent *utilization review*, and retrospective *utilization review*. These are applied to behavioral health services in comparable ways as medical *benefits*.

## **Genetic Information**

This *plan* does not limit your coverage based on genetic information. We will not:

- adjust premiums based on genetic information;
- request or require an individual or family members of an individual to have a genetic test; or
- collect genetic information from an individual or family members of an individual before or in connection with enrollment under this *plan* or at any time for underwriting purposes.

# **Orally Administered Anticancer Medication**

In accordance with RIGL § 27-20-67, prescription drug coverage for orally administered anticancer medications is provided at a level no less favorable than coverage for intravenously administered or injected cancer medications covered under your medical benefit.

# Our Right to Receive and Release Information About You

We are committed to maintaining the confidentiality of your healthcare information. However, in order for us to make available quality, cost-effective healthcare coverage to you, we may release and receive information about your health, treatment, and condition to or from authorized *providers* and insurance companies, among others. We may give or get this information, as permitted by law, for certain purposes, including, but not limited to:

- adjudicating health insurance claims;
- administration of *claim* payments;
- healthcare operations;
- case management and utilization review;

- coordination of healthcare coverage; and
- health oversight activities.

Our release of information about you is regulated by law. Please see the Rhode Island Confidentiality of HealthCare Communications and Information Act, R.I. Gen. Laws §§ 5-37.3-1 et seq. the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and implementing regulations, 45 C.F.R. §§ 160.101 et seq. (collectively "HIPAA"), the Gramm-Leach-Bliley Financial Modernization Act, 15 U.S.C. §§ 6801-6908, the Rhode Island Office of the Health Insurance Commissioner (OHIC) Regulation 100.

# <u>Statement of Rights Under the Newborns' and Mothers' Health</u> Protection Act

Under federal law, group health *plans* and health insurance issuers offering group healthcare coverage generally may not restrict *benefits* for any *hospital* length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a vaginal delivery, or less than ninety-six (96) hours following a delivery by cesarean section. However, the *plan* or issuer may pay for a shorter stay if the attending *provider* (e.g., *your physician*, nurse midwife, or *physician* assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, *plans* and issuers may not set the level of *benefits* or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a *plan* or issuer may not, under federal law, require that a *physician* or other healthcare *provider* obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours).

In accordance with R.I. General Law §27-20-17.1, this *plan* covers a minimum *inpatient hospital* stay of forty-eight (48) hours from the time of a vaginal delivery and ninety-six (96) hours from the time of a cesarean delivery:

- if the delivery occurs in a *hospital*, the *hospital* length of stay for the mother or newborn child begins at the time of delivery (or in the case of multiple births, at the time of the last delivery).
- if the delivery occurs outside a *hospital*, the *hospital* length of stay begins at the time the mother or newborn child is admitted to a *hospital* following childbirth.

Decisions to shorten *hospital* stays shall be made by the attending *physician* in consultation with and upon agreement with you. In those instances where you and your newborn child participate in an early discharge, you will be eligible for:

- up to two (2) home care visits by a skilled, specially trained registered nurse for you and/or your newborn child, (any additional visits may be reviewed for medical necessity); and
- a pediatric office visit within twenty-four (24) hours after discharge from the hospital.

# **Mastectomy Services**

This *plan* provides coverage for a minimum of forty-eight (48) hours in a *hospital* following a mastectomy and a minimum of twenty-four (24) hours in a *hospital* following an axillary node dissection. Any decision to shorten these minimum coverages shall be made by the attending *physician* in consultation with and upon agreement with you. If you participate in an early discharge, defined as *inpatient* care following a mastectomy that is less than forty-eight (48) hours and *inpatient* care following an axillary node dissection that is less than twenty-four (24) hours, coverage shall include a minimum of one (1) home visit conducted by a *physician* or registered nurse.

This *plan* provides *benefits* for mastectomy surgery and mastectomy-related services in accordance with the Women's Health and Cancer Rights Act of 1998 and Rhode Island General Law 27-20-29 et seq. For the *member* receiving mastectomy-related *benefits*, coverage will be provided in a manner determined in consultation with the attending *physician* and the patient, for:

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- · prostheses; and
- treatment of physical complications at all stages of the mastectomy, including lymphedema.

# Nondiscrimination and Language Assistance

Blue Cross & Blue Shield of Rhode Island (BCBSRI) complies with applicable Federal civil rights laws and does not discriminate or treat people differently on the basis of race, color, national origin, age, disability, or sex.

BCBSRI provides free aids and services to people with disabilities and to people whose primary language is not English when such services are necessary to communicate effectively with us.

If you need these services, contact us at 800-639-2227.

If you believe that BCBSRI has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Director of Grievance and Appeals Department, Blue Cross & Blue Shield of Rhode Island, 500 Exchange Street, Providence RI 02903, or by calling 401-459-5000 or 800-639-2227 (TTY/TDD: 888-252-5051). You can file a grievance in person, by phone or by mail, fax at 401-459-5005, or electronically through our member portal at bebsri.com. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Services 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201 800-368-1019, 800-537-7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

**English:** If you, or someone you're helping, has questions about Blue Cross & Blue Shield of Rhode Island, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-800-639-2227.

**Spanish:** Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Blue Cross & Blue Shield of Rhode Island, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-800-639-2227.

**Portuguese:** Se você, ou alguém a quem você está ajudando, tem perguntas sobre o Blue Cross & Blue Shield of Rhode Island, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-800-639-2227.

Chinese: 如果您,或是您正在協助的對象,有關於插入項目的名稱 Blue Cross & Blue Shield of Rhode Island 方面 的問題,您有權利免費以您的母語得到幫助和訊息,洽詢一位翻譯員,請撥電話在此插入數字 1-800-639-2227.

French Creole: Si oumenm oswa yon moun w ap ede gen kesyon konsènan Blue Cross & Blue Shield of Rhode Island, se dwa w pou resevwa asistans ak enfòmasyon nan lang ou pale a, san ou pa gen pou peye pou sa. Pou pale avèk yon entèprèt, rele nan 1-800-639-2227.

Cambodian-Mon-Khmer: ប្រសិនបើអ្នក ឬនរណាម្នាក់ដែលអ្នកកំពុងតែជួយ មានសំណួរអំពី Blue Cross & Blue Shield of Rhode Island ទេ, អ្នកមានសិទ្ធិទទួលជំនួយនិងព័ត៌មាន នៅក្នុងភាសា របស់អ្នក ដោយមិនអស់ប្រាក់ ។ ដើម្បីនិយាយជាមួយអ្នកបកប្រែ សូម 1-800-639-2227.

French: Si vous, ou quelqu'un que vous êtes en train d'aider, a des questions à propos de Blue Cross & Blue Shield of Rhode Island, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 1-800-639-2227.

**Italian:** Se tu o qualcuno che stai aiutando avete domande su Blue Cross & Blue Shield of Rhode Island, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare 1-800-639-2227.

Laotian: ຖ້າທ່ານ, ຫຼືຄົນທີ່ທ່ານກຳລັງຊ່ວຍເຫຼືອ, ມີຄຳຖາມກ່ຽວກັບ Blue Cross & Blue Shield of Rhode Island, ທ່ານມີສິດທີ່ຈະໄດ້ຮັບການຊ່ວຍເຫຼື່ອແລະຂໍ້ມູນຂ່າວສານທີ່ເປັນພາ ສາຂອງທ່ານບໍ່ມີຄ່າໃຊ້ຈ່າຍ. ການໂອ້ລົມກັບນາຍພາສາ, ໃຫ້ໂທຫາ 1-800-639-2227.

Arabic: إن كان لدبك أو لدى شخص تساعده أسئلة بخصوص Blue Cross & Blue Shield of Rhode Island، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة. للتحدث مع مترجم اتصل بـ 2227-639-800-1.

Russian: Если у вас или лица, которому вы помогаете, имеются вопросы по поводу Blue Cross & Blue Shield of Rhode Island, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1-800-639-2227.

Vietnamese: Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Blue Cross & Blue Shield of Rhode Island, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyên với một thông dịch viên, xin gọi 1-800-639-2227.

Kru: I bale we, tole mut u ye hola, a gwee mbarga inyu Blue Cross & Blue Shield of Rhode Island, U gwee Kunde I kosna mahola ni biniiguene I hop wong nni nsaa wogui wo. I Nyu ipot ni mut a nla koblene we hop, sebel 1-800-639-2227.

bo: O buru gi, ma o bu onye I na eyere-aka, nwere ajuju gbasara Blue Cross & Blue Shield of Rhode Island, I nwere ohere iwenta nye maka na omuma na asusu gi na akwu gi ugwo. I choro I kwuru onye-ntapia okwu, kpo 1-800-639-2227.

Yoruba: Bí ìwo, tàbí enikeni tí o n ranlowo, bá ní ibeere nípa Blue Cross & Blue Shield of Rhode Island, o ní eto lati rí iranwo àti ìfitónilétí gbà ní èdè re láisanwó. Láti bá ongbufo kan soro, pè sórí 1-800-639-2227.

Polish: Jeśli Ty lub osoba, której pomagasz ,macie pytania odnośnie Blue Cross & Blue Shield of Rhode Island, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 1-800-639-2227.

Korean: 만약 귀하 또는 귀하가 돕고 있는 어떤 사람이Blue Cross & Blue Shield of Rhode Island 에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 1-800-639-2227 로 전화하십시오.

Tagalog: Kung ikaw, o ang iyong tinutulangan, ay may mga katanungan tungkol sa Blue Cross & Blue Shield of Rhode Island, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa 1-800-639-2227.

This notice is being provided to you in compliance with federal law.

 $\begin{tabular}{ll} MHD00113 R5000411 D0000388 VP000033 - CSR 94 \\ Plan 8A = On/Off Exchange - BasicBlue DP 0.0 - Pedi dental - Pedi vision- RX$0/15/50/75/100 - v1.18 \\ \end{tabular}$ 



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