



Confidence comes with every card.®

# SIMPLY BLUE<sup>SM</sup> HSA GROUP BENEFITS CERTIFICATE with Prescription Drugs LG

(for large insured group customers)



This contract is between you and Blue Cross Blue Shield of Michigan. Because we are an independent corporation licensed by the Blue Cross and Blue Shield Association - an association of independent Blue Cross and Blue Shield plans - we are allowed to use the Blue Cross and Blue Shield names and service marks in the state of Michigan. However, we are not an agent of BCBSA and, by accepting this contract, you agree that you made this contract based only on what you were told by BCBSM or its agents. Only BCBSM has an obligation to provide benefits under this certificate and no other obligations are created or implied by this language.

Your coverage provides many benefits for you and your eligible dependents. These benefits are described in this book, which is your **certificate**.

Your certificate, your signed application and your BCBSM identification card are your contract with us.

You may also have **riders**. Riders make changes to your certificate and are an important part of your coverage. When you receive riders, keep them with this book.

This certificate will help you understand your benefits and each of our responsibilities **before** you require services. Please read it carefully. If you have any questions about your coverage, call us at one of the BCBSM Customer Service telephone numbers listed in the "How to Reach Us" section of this book.

# **About Your Certificate**

This certificate is arranged to help you locate information easily. You will find:

- A Table of Contents for quick reference
- Information About Your Contract
- What You Must Pay
- What BCBSM Pays For
- How Providers Are Paid
- General Services We Do Not Pay For
- General Conditions of Your Contract
- Definitions explanations of the terms used in your certificate
- Other Information You Should Know About Your Coverage
- How to Reach Us
- Index

This certificate provides you with the information you need to get the most from your BCBSM health care coverage. Please call us if you have any questions.

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# **Section 1: Information About Your Contract**

This section provides answers to general questions you may have about your contract. Topics include:

- ELIGIBILITY
  - Who is Eligible to Receive Benefits
- CHANGING YOUR COVERAGE
- TERMINATION
  - How to Terminate Your Coverage
  - How We Terminate Coverage
  - Rescission
- CONTINUATION OF BENEFITS
  - Consolidated Omnibus Budget Reconciliation Act (COBRA)
  - Individual Coverage
- REWARDS PROGRAM

# **ELIGIBILITY**

You will need to fill out an application for coverage.

We will review your application to determine if you and the people you list on it are eligible. Our decision will be based on the eligibility rules in this certificate and our underwriting policies.



If you or anyone applying for coverage on your behalf commits fraud or intentionally lies about a material fact in your application, your coverage may be rescinded. See "Rescission" on Page 5.

# Who is Eligible to Receive Benefits

- You
- Dependents listed on your contract:
  - Your spouse
  - Your children



If you are the subscriber with surviving spouse coverage, you cannot add a spouse under this certificate.

Children are covered through the end of the calendar year when they become age 26 as long as the subscriber is covered under this certificate. The children must be related to you by:

- Birth
- Marriage
- Legal adoption
- Legal guardianship
- Becoming a dependent due to a child support order or other court order
- · Foster child placement by an agency or court order



Your child's spouse is not eligible for coverage under this certificate. Your grandchildren may be covered in limited circumstances.

Newborn children, including your grandchildren, may qualify for limited benefits immediately following their birth even if they are not listed on your contract. If the member who gave birth to the newborn is covered under this contract, see Section 3 in this certificate for Maternity Care.

Your children will be removed from your contract at the end of the year in which they turn 26. They may be eligible for their own contract through the Consolidated Omnibus Budget Reconciliation Act (COBRA) or a BCBSM individual plan. To learn more about COBRA, see the Continuation of Benefits subsection.

## Eligibility (continued)

## Who is Eligible to Receive Benefits (continued)

## Disabled Unmarried Children

Disabled unmarried children may remain covered after they turn age 26 if all of the following apply:

- They cannot support themselves due to a diagnosis of:
  - A physical disability or
  - A developmental disability
- They depend on you for support and maintenance.



Your employer must send us a physician's certification proving the child's disability. We must receive it by 31 days after the end of the year of the child's 26<sup>th</sup> birthday. We will decide if the child meets the requirements.

You may also be eligible for group coverage if:

- You lose your Medicaid coverage (you must apply for BCBSM coverage within 60 days)
- Your dependents lose their CHIP coverage (Children's Health Insurance Program) (you must apply for BCBSM coverage within 60 days)
- You or your dependent become eligible for a premium assistance subsidy from the state you live in for employer group health care coverage. Michigan does not provide state premium assistance subsidies at this time. For additional information regarding eligibility for a state premium assistance subsidy, please contact Customer Service.

# **CHANGING YOUR COVERAGE**

If there is a change in your family, you must notify your group. Changes include:

- Birth
- Adoption
- Gaining a dependent due to:
  - A child support order or other court order
  - Foster child placement by agency or court order
- Marriage
- Divorce
- Death of a member
- Start or end of military service

#### Changing Your Coverage (continued)

Any change in rates resulting from contract changes will take effect as of the effective date of the contract change

Your change takes effect as of the date it happens. We need to know within. Your group must notify us directly of any changes:

- 30 days of when a dependent is removed
- 31 days of when a dependent is added.

If a dependent cannot be covered by your contract anymore, they may be eligible for their own contract through COBRA or a BCBSM individual plan.

# **TERMINATION**

## How to Terminate Your Coverage

Send your written request to terminate coverage to your employer. We must receive it from your employer within 30 days of the requested termination date. Your coverage will then be terminated on the requested date and all benefits under this certificate will end. However, if you are an inpatient at a hospital or facility on the date your coverage ends, please see "Services Before Coverage Begins or After Coverage Ends" in Section 6.

# How We Terminate Coverage

We may terminate your coverage if:

- Your group does not qualify for coverage under this certificate
- Your group does not pay its bill on time



If you are responsible for paying all or a portion of the bill, you must pay it on time or your coverage will be terminated. For example, if you are a retiree or enrolled under COBRA and you pay all or part of your bill directly to BCBSM, we must receive your payment on time.

- You are serving a criminal sentence for defrauding BCBSM
- You no longer qualify to be a member of your group
- Your group changes to a non-BCBSM health plan
- We no longer offer this coverage

#### Termination (continued)

#### How We Terminate Your Coverage (continued)

We may terminate your coverage if: (continued)

• You misuse your coverage

Misuse includes illegal or improper use of your coverage such as:

- Allowing an ineligible person to use your coverage
- Requesting payment for services you did not receive
- You fail to repay BCBSM for payments we made for services that were not a benefit under this certificate, subject to your rights under the appeal process.
- You are satisfying a civil judgment in a case involving BCBSM
- You are repaying BCBSM funds you received illegally
- You no longer qualify as a dependent

Your coverage ends on the last day covered by the last premium payment we receive. However, if you are an inpatient at a hospital or facility on the date your coverage ends, please see "Services Before Coverage Begins or After Coverage Ends" in Section 6.

## Rescission

We will rescind your coverage if you, your group or someone seeking coverage on your behalf has:

- · Performed an act, practice, or omission that constitutes fraud, or
- Made an intentional misrepresentation of material fact to BCBSM or another party, which results in you or a dependent obtaining or retaining coverage with BCBSM or the payment of claims under this or another BCBSM certificate.



We may rescind your coverage back to the effective date of your contract. If we do, we will provide you with a 30-day notice. Once we notify you that we are rescinding your coverage, we may hold or reject claims during this 30-day period. You will have to repay BCBSM for its payment for any services you received.

# **CONTINUATION OF BENEFITS**

# Consolidated Omnibus Budget Reconciliation Act (COBRA)

COBRA is a federal law that applies to most employers with 20 or more employees. It allows you to continue your employer group coverage if you lose it due to a qualifying event; e.g., you are laid off or fired. ("Qualifying Events" are listed in Section 7) Your employer must send you a COBRA notice. You have 60 days to choose to continue your coverage. The deadline is 60 days after you lose coverage or 60 days after your employer sends you the notice, whichever is later. If you choose to keep the group coverage you must pay for it. The periods of time you may keep it for are:

- 18 months of coverage for an employee who is terminated, other than for gross misconduct, or whose hours are reduced
- 29 months of coverage for all qualified beneficiaries if the Social Security Administration determined that one member was disabled at the time of the qualifying event or at some time during the first 60 days of the COBRA coverage
- 36 months of coverage for qualified beneficiaries in case of the death of the employee, divorce, legal separation, loss of dependency status, or employee entitlement to Medicare

COBRA coverage can be terminated because:

- The 18, 29 or 36 months of COBRA coverage end
- The required premium is not paid on time
- The employer terminates its group health plan
- The qualified beneficiary becomes entitled to Medicare coverage
- The qualified beneficiary obtains coverage under a group health plan

Please contact your employer for more details about COBRA.

## Individual Coverage

If you choose not to enroll in COBRA, or if your COBRA coverage period ends, coverage may be available through a BCBSM individual plan. Contact BCBSM Customer Service for information about what plan best meets your needs.

# **REWARDS PROGRAM**

Covered members under this certificate can participate in the Rewards Program.

Whenever you obtain services included in our Rewardable Services List from providers recognized under the Rewards Program, you may earn rewards ranging from \$25 to \$500. You may earn unlimited rewards per member per calendar year. When redeeming your rewards, you have a choice of receiving a check, an electronic gift card (e-gift card) or other options available to you at the time of redemption.

If you receive rewards totaling \$600 or more in a year, a 1099 tax form will be issued.

#### How to Earn Your Reward

To earn a reward for a service on the Rewardable Services List, you must complete *all* the following steps:

- Log in to your account on BCBSM's secured member account and select Rewards
- Search a covered service to find local providers and their prices
  - Rewardable services will identify eligible providers with a "green trophy"
  - When prompted, select "yes" for Rewards and provide the requested contact information
    - This step is required for each rewardable service
- Elect to have the rewardable service performed by an eligible provider
  - After BCBSM has received and processed your claim, you may redeem your reward

# Please note that the services, reward amounts, and providers recognized under this program are subject to change.

Some services are listed below. For help identifying rewardable services or eligible providers, you may contact Customer Service (See Section 9) or locate them at

Services	Rewards
Imaging Services (including but not lin	nited to) - members can earn (\$25-\$50)
Chest X-rays	\$25
Most CT Scans	\$50
Most MRIs	\$50
Ultrasounds	\$50
Echocardiograms	\$50
Mammograms	\$50
Pet Scans	\$50

#### Rewards Program (continued)

### Rewardable Services List (continued)

Outpatient Procedures (including but not limited to) – members can earn card (\$75)	
ACL Repairs	\$75
Breast Biopsies and Lumpectomy	\$75
Carpal Tunnel	\$75
Endoscopy	\$75
Cataract Surgery	\$75
Colonoscopy	\$75
Hammertoe Correction	\$75
Hysteroscopy	\$75
Knee Arthroscopy	\$75
Shoulder Arthroscopy	\$75
Skin Lesion Biopsy	\$75
Sleep Studies	\$75
Tonsillectomy (under age 12)	\$75
Upper GI Endoscopy	\$75

Services	Rewards
MSK Spine and Joint Care Surgical Procedures	– member can earn (\$500)
Knee Replacement	\$500
Hip Replacement	\$500
Spinal Lumbar Fusion	\$500
Spinal Cervical Fusion	\$500
Spinal Decompression	\$500

#### Exclusions

The following covered services are not eligible for a reward under the Rewards Program:

- Services not included in the Rewardable Services List
- Services that are received during a medical emergency
- Services eligible for payment by other coverage
- Services performed by non-designated providers



If your BCBSM coverage is secondary to other coverage under the Coordination of Benefits provisions in this certificate, the Rewards Program will not apply to you, even when the services are included in the Rewardable Services List.

# **Section 2: What You Must Pay**

You have PPO coverage under this certificate. PPO coverage uses a "Preferred Provider Organization" provider network. What you must pay depends on the type of provider you choose. If you choose an "in-network" provider, you most often pay less money than if you choose an "out-of-network" provider.

The types of providers you may get services from are in the chart below.

Choosing Your Provider		
In-Network Lower Cost	Out-of-Network Participating Provider Higher Cost	Out-of-Network Nonparticipating Provider Highest Cost
BCBSM's approved amount accepted as payment in full*.	BCBSM's approved amount accepted as payment in full*.	BCBSM's approved amount may <b>not</b> be accepted as payment in full.
<ul><li>Lower out-of-pocket costs:</li><li>Lower deductible and</li></ul>	<ul> <li>Higher out-of-pocket costs:</li> <li>Higher deductible and</li> </ul>	Highest out-of-pocket costs:
<ul> <li>No deductible or coinsurance for certain preventive care benefits</li> </ul>	<ul> <li>coinsurance (unless noted).</li> <li>No deductible or coinsurance for certain preventive care benefits</li> </ul>	<ul> <li>You may be responsible for your out-of-network cost share and the difference between what the provider charges and what we pay (unless</li> </ul>
No claim forms to file	No claim forms to file	otherwise noted). You may need to file claim forms.

\* The provider accepts BCBSM's approved amount minus your cost share as payment in full for the covered services.

A provider can either be participating or nonparticipating. Participating providers cannot bill you for more than our payment plus what you pay in cost sharing

Some nonparticipating providers may agree to accept our payment for certain services as payment in full. When this occurs, you only have to pay your applicable cost share. Other nonparticipating providers may **not** accept our payment as payment in full. You may be required to pay your out-of-network cost share and the difference between what the provider charges and what we pay.



This may not apply in situations where you were unable to select a participating provider or no participating provider was available. (See Surprise Billing in the General Conditions of Your Contract section for more information).

Section 4 on Page 130 explains more about providers: professional providers, hospitals and others. We also explain how we <u>pay</u> providers.

What you must pay for covered services is described in the following pages.

The deductibles and coinsurances you must pay each calendar year are illustrated in the chart below and explained in more detail in the pages that follow. These are standard amounts associated with this certificate. The amounts you have to pay may differ depending on what riders your particular plan has.

Cost-sharing Chart		
	In-Network	
Deductibles	\$1,300 for a one member contract	
	\$2,600 for a family contract (two or more members)	
Coinsurance	20% of approved amount for most covered services	
Annual out-of-pocket	\$2,250 for a one member contract	
maximums		
	\$4,500 for a family contract (two or more members)	
Out-of-Network		
Deductibles	\$2,600 for a one member contract	
	\$5,200 for a family contract (two or more members)	
Coinsurance	40% of approved amount for most covered services	
Annual out-of-pocket	\$4,500 for a one member contract	
maximums		
	\$9,000 for a family contract (two or more members)	
Lifetime dollar	None	
maximum		

For a list of in-network providers, visit our website at <u>www.bcbsm.com</u> or call our Customer Service department. The phone numbers are listed in Section 9.

Some services have benefit-specific cost sharing requirements. These are listed starting on page 15.

# In-Network Providers

## **Deductible Requirements**

You have a HSA plan. Your deductible requirement is based on the deductible amounts allowed by the federal government each year. Call your Customer Service center anytime for an update.

This plan has an integrated medical and prescription drug deductible. "Integrated" means that the approved amount that is applied for covered medical services and prescription drugs are combined to meet your in-network deductible.

We begin paying for services only after the total amount of the deductible has been met.

Each calendar year, you must pay a deductible for in-network covered services:

- \$1,300 for a one member contract
- \$2,600 for a family contract (two or more members)
  - One or more members must meet the family deductible.

#### **Coinsurance Requirements**

In addition to your deductible, you must pay the following coinsurance for covered services by innetwork providers:

20% of the approved amount for most covered services

#### **Annual Out-of-Pocket Maximums**

Your annual out-of-pocket maximum for covered in-network services is:

- \$2,250 for a one member contract
- \$4,500 for a family contract (two or more members)
  - One or more family members must meet the family out-of-pocket maximum

#### In-Network Providers (continued)

#### Annual Out-of-Pocket Maximums (continued)

The in-network **deductible**, **copayments and coinsurance** that you pay are combined to meet the annual in-network out-of-pocket maximum. This includes those for prescription drugs. Any coupon, rebate or other credits received directly or indirectly from an assistance program or the drug manufacturer may not be applied to your annual out-of-pocket maximum. The following prescription drug expenses will NOT apply towards the annual out-of-pocket maximum:

- Payment for noncovered drugs or services
- Any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- The 20% member liability for covered drugs obtained from a nonparticipating pharmacy.

Once you meet the in-network maximums for the year, we pay for all in-network covered benefits at 100% of our approved amount for the rest of the calendar year.

# **Out-of-Network Providers**

#### **Deductible Requirements**

Each calendar year, you must pay a deductible for out-of-network covered services:

- \$2,600 for a one member contract
- \$5,200 for a family contract (two or more members)
  - One or more members must meet the family deductible.

You do not have to pay an out-of-network deductible for certain covered services:

- Covered services in emergency and certain non-emergency situations as specified by state and federal law (See Surprise Billing in the General Conditions of Your Contract section for more information)
- Air ambulance
- Services from a provider for which there is no PPO network
- Services from an out-of-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty.

#### Out-of-Network Providers (continued)

### Deductible Requirements (continued)

In limited instances, you may not have to pay an out-of-network deductible for:

- Select professional services performed by out-of-network providers in an in-network hospital, participating freestanding ambulatory surgery facility or any other location identified by BCBSM, or
- The reading and interpretation of select routine or screening services when an in-network provider performs the service, but an out-of-network provider does the analysis and interprets the results.



If one of the above applies and you do not have to pay the out-of-network deductible, you will still need to pay the <u>in-network</u> deductible.

You may contact BCBSM for more information about these services.

#### **Coinsurance Requirements**

In addition to your deductible, you must pay the following coinsurance for covered services by out-ofnetwork providers:

• 40% of the approved amount for most covered services

You do not have to pay the out-of-network coinsurance for certain covered services:

- Covered services in emergency and certain non-emergency situations as specified by state and federal law (See Surprise Billing in the General Conditions of Your Contract section for more information)
- Air ambulance
- Services from a provider for which there is no PPO network
- Services from an out-of-network provider in a geographic area of Michigan deemed a "lowaccess area" by BCBSM for that particular provider specialty.

In limited instances, you may not have to pay out-of-network coinsurance for:

- Select professional services performed by out-of-network providers in an in-network hospital, participating freestanding ambulatory surgery facility or any other location identified by BCBSM, or
- The reading and interpretation of select routine or screening services when an in-network provider performs the service, but an out-of-network provider does the analysis and interprets the results.



If one of the above applies and you do not have to pay the out-of-network coinsurance, you will still need to pay the <u>in-network</u> coinsurance.

You may contact BCBSM for more information about these services.

#### Out-of-Network Providers (continued)

#### Annual Out-of-Pocket Maximums

Your annual out-of-pocket maximum for covered out-of-network services is:

- \$4,500 for a one member contract
- \$9,000 for a family contract (two or more members)
  - One or more family members must meet the family out-of-pocket maximum

The out-of-network **deductible**, **copayments and coinsurance** that you pay are combined to meet the annual out-of-network out-of-pocket maximum. This includes those for prescription drugs. Any coupon, rebate or other credits received directly or indirectly from an assistance program or the drug manufacturer may not be applied to your annual out-of-pocket maximum. The following prescription drug expenses will NOT apply towards the annual out-of-pocket maximum:

- Payment for noncovered drugs or services
- Any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- The 20% member liability for covered drugs obtained from a nonparticipating pharmacy.



Only payments toward your cost share are applied toward your out-of-pocket maximum. If you receive services from a nonparticipating provider and you are required to pay that provider for the difference between the charge for the services and our approved amount, your payment will not apply to your out-of-pocket maximum.

Once you meet the out-of-network maximums for the year, we pay for all out-of-network covered benefits at 100% of our approved amount for the rest of the calendar year.

# Benefit-Specific Cost-Sharing Requirements

The benefits below differ in what you pay for them:

#### Collaborative Care Management

When services are received in-network, you do not pay any cost sharing for specific collaborative care behavioral health care.

When services are received out-of-network, you pay your out-of-network cost share.

#### Colonoscopy

Hospital and physician benefits for your first colonoscopy of the calendar year.

- · When services are received in-network, you pay no cost share
- When services are received out-of-network, you will have to pay your out-of-network cost share

If you have another colonoscopy done in the same calendar year, you must pay your in-network or outof-network cost share.

#### **Contraceptive Devices and Injections**

When services are received in-network, you do not pay any cost share.

When services are received out-of-network, you <u>do</u> need to pay your out-of-network deductible and coinsurance.

#### Contraceptive Mobile App

When you purchase a yearly subscription for an FDA-approved contraceptive mobile app, log into your BCBSM member account to find and fill out a reimbursement form. Submit the form along with your receipt for reimbursement.

BCBSM will reimburse you up to charge for your yearly subscription.

## Maternity Preventive Care Services

Under maternity care, we pay the following:

- Prenatal care
  - When services are received in-network, you do not pay any cost sharing
  - When services are received out-of-network, you pay your out-of-network cost sharing
- Postnatal care
  - When services are received in-network, you do not pay any cost sharing
  - When services are received out-of-network, you pay your out-of-network cost sharing

## Benefits Specific Cost Sharing Requirements (continued)

#### Medical Services at a Pharmacy

Covered services performed by a pharmacist, which may include certain medical evaluations and testing, when performed at a BCBSM affiliated immunization pharmacy.



An immunization pharmacy can be found through the Find Care option on your BCBSM member account. Medical evaluation by a pharmacist will apply the office visit cost share as designated by your plan.

When services are received at a non-immunization pharmacy, the services are not covered.

#### Mental Health and Substance Use Disorder Services

You pay the same cost share for mental health and substance use disorder services that you would for all other covered services, in-network or out-of-network.

#### Prescription Drugs

See Section 3 for conditions affecting what you pay for prescribed drugs.

What you pay for the prescription drugs that we cover is defined in this certificate or in a rider(s) that amends this certificate

Diabetic supplies and devices:

- Diabetic supplies will be subject to your preferred brand-name drug and/or nonpreferred brandname drugs cost-share requirement
- "Preferred" devices will be covered at 100% of our approved amount. "Nonpreferred" devices will be subject to your nonpreferred brand-name drugs cost-share requirement.

#### Value Based Programs

When services are received in-network, you do not pay a deductible, copayment, or coinsurance for "care management" services (see Section 7 for the definition). These services include:

- Provider-delivered care management
  - Services obtained only in Michigan from providers designated by BCBSM
- Total care
  - Services obtained outside of Michigan from providers designated by the local Blue Cross Blue Shield plan in that state.

When services are received out-of-network, you are responsible for the provider's full charge.

## Benefits Specific Cost Sharing Requirements (continued)

#### Voluntary Sterilization of Female Reproductive Organs

We pay for voluntary sterilization of female reproductive organs. We cover services from a physician and in a participating hospital.

- When services are received in-network, you pay <u>no</u> cost share.
- When services are received out-of-network, you pay <u>out-of-network</u> cost share.

# Maximums for Days of Care or Visits

You might have other maximums for things like days or visits. If so, they are described elsewhere in this book.

# **Section 3: What BCBSM Pays For**

This section describes the services we pay for and the extent to which they are covered.

We pay for admissions and services when they are provided according to this certificate. Some
admissions and services must be approved before they occur. Emergency services <u>do not</u> need to
be preapproved.

You should call BCBSM Customer Service or visit <u>https://bcbsm.com/priorauth</u> for a list of admissions and services requiring preapproval. Payment will be denied if preapproval is not obtained.

- We pay only for "medically necessary" services (see Section 7 for the definition). This includes services that may not be covered under this certificate but are part of a treatment plan approved by us. There are exceptions to this rule. Here are some examples:
  - Voluntary sterilization
  - Screening mammography
  - Preventive care services
  - Contraceptive services



We will not pay for medically necessary services in an inpatient setting if they can be safely performed in an outpatient location or office setting.

• We pay our approved amount (see Section 7 for the definition) for the services you receive that are covered in this certificate and any **riders** you may have. Riders change your certificate and are an important part of your coverage.

You must pay your cost share for many of the benefits listed, see Section 2.

## We pay for services received from:

Hospitals and other facilities

We pay for covered services you receive in hospitals and other BCBSM-approved facilities. A physician must prescribe the services before we will cover them.

<u>Physicians and other professional providers</u>

Covered services must be provided by BCBSM-approved providers who are legally qualified or licensed to provide them.



Some physicians and other providers do not participate with BCBSM. Instead of billing BCBSM for certain services, they may bill you. The provider may bill you more than what we will pay for their services. We will pay our approved amount, but you may have to pay your cost share <u>and</u> the difference between what the provider charges and what we pay. (See Surprise Billing in the General Conditions of Your Contract section and "Nonparticipating Physicians and Other Providers" in Section 4 for more information).

# Allergy Testing and Therapy

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For other diagnostic services, see Page 45.

Locations: We pay for allergy testing and therapy in:

- A participating hospital
- A participating ambulatory surgery facility
- An office

#### We pay for:

- Allergy Testing
  - Survey, including history, physical exam, and diagnostic laboratory studies
  - Intradermal, scratch and puncture tests
  - Patch and photo tests
  - Double-blind food challenge test and bronchial challenge test
- Allergy Therapy
  - Allergy immunotherapy by injection (allergy shots)
  - Injections of antiallergen, antihistamine, bronchodilator or antispasmodic agents

#### We do not pay for:

- Fungal or bacterial skin tests (such as those given for tuberculosis or diphtheria)
- Self-administered, over-the-counter drugs
- Psychological testing, evaluation or therapy for allergies
- Environmental studies, evaluation or control

## Ambulance Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For emergency treatment services, see Page 52.

<u>Locations</u>: We pay for ground ambulance to take a member to a covered destination. A destination may include:

- A hospital
- Other facilities
- A member's home

<u>Locations</u>: We pay for air ambulance to take a member to a covered destination. A destination may include:

- A hospital
- Another covered facility, with BCBM's preapproval

In every case the following conditions must be met:

- The service must be medically necessary. Any other means of transport would endanger the member's health. Ambulance services are medically necessary for:
  - Transporting a member to a hospital
  - Transferring a member from a hospital to another treatment location such as another hospital, other facilities, a medical clinic or the patient's home. (The attending physician must order the transfer.)
  - Ambulance providers to respond and treat the patient without transport



Non-emergency ambulance services are covered when medically necessary and authorized by the patient's physician.

- We only pay for the transportation of the member and whatever care is required during transport. We do not pay for other services that might be billed with it.
- The service must be provided in a vehicle licensed as a ground or air ambulance, which is part of a licensed ambulance operation.

#### Ambulance Services (continued)

#### We pay for:

A member to be taken to the nearest approved destination capable of providing the level of care
necessary to treat the member's condition



<u>Transfer</u> of the member between covered destinations must be prescribed by the attending physician.

We also pay for ground and air ambulance services when:

- The ambulance arrives at the scene but transport is not needed or is refused.
- The ambulance arrives at the scene but the member has expired.

#### Air Ambulance

#### We Pay for:

Non-emergent air ambulance services between covered destinations

These services must meet the following criteria:

- The transfer must be preapproved and prescribed by the attending physician, and
- The member will be taken to the nearest approved location capable of providing the level of care necessary to treat the member's condition



The services must be approved before they occur. If they are not preapproved, they will be considered a noncovered benefit and you **may** have to pay their entire cost. It is important to make sure that your provider gets approval before you receive services.

Air ambulance services must also meet these requirements:

- No other means of transportation are available
- The member's condition requires transportation by air ambulance rather than ground ambulance
- The provider is not a commercial airline
- The member is taken to the nearest facility capable of treating the member's condition.



If your air ambulance transportation does not meet the above requirements, the services may be eligible for review under case management. They may approve the services for transportation that positively impacts clinical outcomes, but not for a member's or family's convenience.

#### Ambulance Services (continued)

#### We do not pay for:

- Services provided by fire departments, rescue squads or other emergency transport providers whose fees are in the form of donations.
- Air ambulance services when the member's condition does not require air ambulance transport.
- Air ambulance services when a hospital or air ambulance provider is required to pay for the transport under the law.

# Anesthesiology Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for anesthesiology services in a:

- A participating hospital
- A participating ambulatory surgery facility
- An office

## We pay for:

Anesthesiology during surgery

Anesthesia services given to members undergoing covered surgery are payable to:

A physician other than the operating physician



If the operating physician gives the anesthetics, the service is included in our payment for the surgery.

- A physician who orders and supervises anesthesiology services
  - A certified registered nurse anesthetist (CRNA)

CRNA services must be:

- Directly supervised by the physician performing the surgery or procedure or
- Under the indirect supervision of the physician responsible for anesthesiology services



If a CRNA is an employee of a hospital or facility, we pay the facility directly for the anesthesia services.

• Anesthesia during infusion therapy

We pay for local anesthesia only when needed as part of infusion therapy done in an office.

Other Services

Anesthesia services may also be covered as part of electroconvulsive therapy (see Page 28) and for covered dental services (see Page 9).

# Audiologist Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for audiology services performed by an audiologist in:

- An office
- Other approved outpatient locations.

#### We pay for:

• Services performed by an audiologist when they are prescribed by a provider who is legally authorized to prescribe the services.

# Autism Spectrum Disorders

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for treatment of identified autism spectrum disorders in the following locations:

- An office
- A member's home
- Other approved outpatient locations

#### Covered Autism Spectrum Disorders

We pay for the diagnosis and outpatient treatment of autism spectrum disorders.

#### **Covered Services**

#### We pay for:

• Diagnostic services provided by a qualified provider.

These services include:

- Assessments
- Evaluations or tests, including the Autism Diagnostic Observation Schedule
- Treatment if prescribed by a physician or licensed psychologist:

These services include:

## - Applied Behavior Analysis (ABA) treatment

- Autism Spectrum Disorder Services including Applied Behavior Analysis (ABA) is covered subject to the following requirements:
  - Interdisciplinary Evaluation An interdisciplinary evaluation must occur before a member will be approved for ABA treatment. The interdisciplinary team must include, but is not limited to, a physician, behavioral health specialist, and a speech-language specialist. A BCBSMapproved autism evaluation center can perform this evaluation and ABA treatment must be recommended for it to be covered. If BCBSM requests treatment review, BCBSM will pay for it.
  - Prior Authorization
     – Autism spectrum disorder services must be authorized by BCBSM
     <u>before</u> treatment is given. If not, you will have to pay for it. See Section 7 for the definition of
     autism spectrum disorder services which includes a list of service types that require prior
     authorization.

## Autism Spectrum Disorders (continued)

We pay for: (continued)

## Applied Behavior Analysis (ABA) (continued)

- Treatment must be performed or supervised by one of the following:
  - A licensed behavior analyst (LBA)
    - We do not cover any other services provided by a licensed behavior analyst including, but not limited to, treatment of traumatic brain injuries.



Out-of-state behavior analysts may be board-certified or licensed.

- A licensed psychologist
  - The psychologist must have adequate formal university training and supervised experience in ABA.
- Behavioral health treatment (BHT) Evidence-based counseling is part of BHT. A licensed psychologist must perform or supervise this treatment. The psychologist must have adequate formal university training and supervised experience in BHT.
- Psychiatric care It includes a psychiatrist's direct or consulting services. The psychiatrist
  must be licensed in the state where they practice.
- Psychological care It includes a psychologist's direct or consulting services. The psychologist must be licensed in the state where they practice.
- Therapeutic care Evidence-based services from licensed providers. It includes:
  - Physical therapy
  - Occupational therapy
  - Speech language therapy
  - Autism spectrum disorder services (including ABA) when performed by a participating LBA or other provider acting within their scope of practice.
  - Outpatient mental health therapy
  - Nutritional therapy
  - Genetic testing



Benefits for autism spectrum disorder treatment are in addition to any other mental health or medical benefits you have under this certificate.

### Autism Spectrum Disorders (continued)

#### **Coverage Requirements**

All autism services and treatment must be:

- Medically necessary and appropriate
- Comprehensive and focused on managing and improving the symptoms directly related to a member's Autism Spectrum Disorder.
- Deemed safe and effective by BCBSM.

## **Limitations and Exclusions**

In addition to those listed in your certificate and riders, the following limitations and exclusions apply:

- We do not pay for treatments that are not covered under the Autism Spectrum Disorders section
- We do not pay for treatment of conditions not listed within the BCBSM medical policy
- When a member receives physical therapy, occupational therapy or speech language therapy for treatment of a covered autism spectrum disorder, those services do not apply to the benefit maximums listed in this certificate.
- We only pay for autism services performed <u>in</u> Michigan from participating or nonparticipating providers who are registered with BCBSM.
- We only pay for autism services performed <u>outside</u> Michigan from providers who participate with their local Blue Cross/Blue Shield plan.

**Behavioral Health Services (Mental Health and Substance Use Disorder)** See Section 2 on Page 9 for what you may be required to pay for these services.

For autism spectrum disorders, please see Page 25. For emergency services to treat behavioral health conditions, please see Page 52.

## **Coverage Requirements**

BCBSM covers medically necessary and medically appropriate services to evaluate, diagnose, and treat behavioral health conditions in accordance with generally accepted standards of practice.

BCBSM does not cover treatment or services that:

- Have not been determined as medically necessary or appropriate
- Are mainly for the convenience of the member or health care provider
- Are considered experimental or investigational

See Section 7 for a definition of "medically necessary" and "experimental treatment."

When a member receives behavioral health services under a case management agreement that they, their provider and a BCBSM case manager have signed, the member will pay their in-network cost share even if the provider is out-of-network and/or does not participate with BCBSM.



NOTE

See subsections on Collaborative Care Management and Value Based Programs for more information on Care Management.

#### Mental Health

Locations: We pay for mental health services in:

- A participating hospital
- A participating psychiatric residential treatment facility (PRTF)
- A participating outpatient psychiatric care (OPC) facility.
- An office

#### We pay for:

- Electroconvulsive Therapy (ECT)
  - Only covered in an inpatient or outpatient hospital location
  - When administered by, or under the supervision, of a physician
  - Anesthetics for ECT when administered by, or under the supervision of, a physician other than the physician giving the ECT

## Mental Health (continued)

We pay for: (continued)

- Transcranial Magnetic Stimulation (TMS)
  - Must be provided by a board-certified psychiatrist in an outpatient setting.

NOTE

TMS services are payable as professional services only.

Inpatient Hospital-Mental Health Services

The following services may be included:

- Individual psychotherapeutic treatment
- Family counseling
- Group psychotherapeutic treatment
- Psychological testing
- Inpatient consultations. If a physician needs help diagnosing or treating a member's condition, we pay for inpatient consultations.

We do not pay for:

- Consultations required by a facility's or program's rules
- Marital counseling
- Services provided by a nonparticipating hospital
- Psychiatric Residential Treatment

The following services are payable when provided by a facility that participates with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan):

- Psychiatric residential treatment when it has been prior authorized by BCBSM or its representative
  - If prior authorization is not obtained:
    - A participating BCBSM facility that provided the care cannot bill the member for the cost of the admission or services.
    - A nonparticipating facility that provided the care may require the member to pay for the admission and services.
- Services provided by facility staff
- Individual psychotherapeutic treatment
- Family counseling
- Group psychotherapeutic treatment
- Prescribed drugs given by the facility

## Mental Health (continued)

## Psychiatric Residential Treatment (continued)

We do not pay for:

- Consultations required by a facility's or program's rules
- Marital counseling
- Care provided by a non-participating psychiatric residential facility
- Services that are not focused on improving the member's functioning
- Services that are primarily for maintaining long-term gains made by the member while in another treatment program
- A residential program that is a long-term substitute for a member's lack of available supportive living environment within the community
- A residential program that serves to protect family members and other individuals in the member's living environment
- Services or treatment that are cognitive in nature or supplies related to such services or treatment
- Treatment or supplies that do not meet BCBSM requirements
- Transitional living centers such as half-way and three-quarter way houses
- Therapeutic boarding schools
- Milieu therapies, such as wilderness program, supportive houses or group homes
- Domiciliary foster care
- Custodial care
- Services to hold or confine a member under chemical influence when the member does not require medical treatment
- A private room or an apartment
- Non-medical services including, but not limited to: enrichment programs, dance therapy, art therapy, music therapy, equine therapy, yoga and other movement therapies, ropes courses, guided imagery, consciousness raising, socialization therapy, social outings or preparatory courses or classes. These services may be paid as part of a treatment program but they are not payable separately.
- Psychiatric Partial Hospitalization Program (PHP)

The following services are payable when hospitals and outpatient psychiatric care facilities have a PHP and participate with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan):

- Services provided by the hospital's or facility's staff
- Ancillary services
- Prescribed drugs given by the hospital or facility during the member's treatment
- Individual psychotherapeutic treatment
- Group psychotherapeutic treatment
- Psychological testing
- Family counseling

### Mental Health (continued)

• Psychiatric Intensive Outpatient Program (IOP)

The following services are payable when hospitals and outpatient psychiatric care facilities have a IOP and participate with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan):

- Services provided by the hospital's or facility's staff
- Ancillary services
- Individual psychotherapeutic treatment
- Group psychotherapeutic treatment
- Family counseling

We do not pay for:

- Prescribed drugs given by the hospital or facility during the member's treatment
- Psychological testing
- Outpatient Psychiatric Care Facility and Office Setting

The following services are payable in a participating outpatient psychiatric care facility that participates with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan) or in an office setting for mental health services. (See Page **25** for special rules that apply to autism spectrum disorders.):

- Services provided by the facility's staff
- Services provided by a qualified provider, including but not limited to a physician, fully licensed psychologist, certified nurse practitioner, clinical nurse specialist-certified, clinical licensed master's social worker, licensed professional counselor, limited licensed psychologists, or licensed marriage and family therapist, or other professional provider as determined by BCBSM in a participating outpatient psychiatric care facility or an office setting:
  - Individual psychotherapeutic treatment
  - Family counseling
  - Group psychotherapeutic treatment
  - Psychological testing
- Prescribed drugs given by the facility in connection with treatment
- A partial hospitalization program described in the PHP section of this document

- Services provided in a skilled nursing facility or through a residential or outpatient substance abuse treatment program
- Marital counseling
- Consultations required by a facility or program's rules
- Services provided by a nonparticipating outpatient psychiatric care facility

## Substance Use Disorder Services

Locations: We pay for substance use disorder treatment services in:

- A participating hospital
- A participating residential or outpatient substance abuse treatment facility
- A participating outpatient psychiatric care (OPC) facility
- An office

## We pay for:

- Inpatient Hospital
  - Acute detoxification when provided in a participating hospital

NOTE AC

 $\frac{1}{\epsilon}$  Acute detoxification is covered and paid as a medical service

- Residential and Outpatient Substance Abuse Treatment Facility
  - Services must be medically necessary to treat the member's condition.
  - Services in a residential substance abuse treatment facility must be preapproved by BCBSM.
  - Services must be provided by a participating substance abuse treatment facility.

We pay for the following services provided and billed by an approved facility:

- Laboratory services
- Diagnostic services
- Supplies and equipment used for subacute detoxification or rehabilitation
- Professional and trained staff and program services necessary for care and treatment of the member
- Individual and group therapy or counseling
- Therapy and counseling for family members
- Psychological testing

We also pay for the following services in a residential substance abuse treatment facility:

- Room and board
- General nursing services
- Drugs, biologicals and solutions used in the facility

We also pay for the following services in an <u>outpatient</u> substance abuse treatment facility:

- Outpatient substance use disorder services for the treatment of tobacco dependence
- Drugs, biologicals and solutions, including drugs taken home

### Substance Use Disorder (continued)

## Residential and Outpatient Substance Abuse Treatment Facility (continued)

We do not pay for:

- Dispensing methadone or testing of urine specimens unless the member is receiving therapy, counseling or psychological testing
- Diversional therapy
- Services provided beyond the period necessary for the member's care and treatment
- Treatment, or supplies that do not meet BCBSM requirements
- Substance Use Disorder Partial Hospitalization Program (PHP)

The following services are payable when hospitals and outpatient psychiatric care facilities have a PHP and participate with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan):

- Services provided by the hospital's or facility's staff
- Ancillary services
- Prescribed drugs given by the hospital or facility during the member's treatment
- Individual psychotherapeutic treatment
- Group psychotherapeutic treatment
- Psychological testing
- Family counseling
- Substance Use Disorder Intensive Outpatient Program (IOP)

The following services are payable when hospitals and outpatient psychiatric care facilities have a IOP and participate with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan):

- Services provided by the hospital's or facility's staff
- Ancillary services
- Individual psychotherapeutic treatment
- Group psychotherapeutic treatment
- Family counseling

- Prescribed drugs given by the hospital or facility during the member's treatment
- Psychological testing

#### Substance Use Disorder (continued)

Outpatient Psychiatric Care Facility and Office Setting

We pay for the following services in a participating outpatient psychiatric care (OPC) facility and office setting:

- Services provided by the facility's staff
- Services provided by a qualified provider, including but not limited to a physician, fully licensed psychologist, certified nurse practitioner, clinical nurse specialist-certified, clinical licensed master's social worker, licensed professional counselor, limited licensed psychologist, or licensed marriage and family therapist, or other professional provider as determined by BCBSM
- Prescribed drugs given by the facility in connection with treatment

- Services provided in a skilled nursing facility or through a residential or outpatient substance abuse treatment program
- Marital counseling
- Consultations required by a facility or program's rule
- Services provided by a nonparticipating outpatient psychiatric care facility

# Cardiac Rehabilitation

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for cardiac rehabilitation in the following location:

• A participating hospital

# We pay for:

- Services that began during a hospital admission for an invasive cardiovascular procedure (e.g., heart surgery) or an acute cardiovascular event (e.g., heart attack)
- Services performed when intensive monitoring and/or supervision during exercise is required.

# We do not pay for:

• Services that require less than intensive monitoring or supervision because the member's endurance while exercising and management of risk factors are stable

# **Chemotherapy**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For high dose chemotherapy used in bone marrow transplants, see Pages 119 – 121.

**We pay for** chemotherapeutic drugs. Since specialty pharmaceuticals may be used in chemotherapy treatment, please see the prior authorization requirement for Chemotherapy Specialty Pharmaceuticals described on Page 93.

To be payable, the drugs must be:

- Ordered by a physician for the treatment of a specific type of malignant disease
- Provided as part of a chemotherapy program and
- Approved by the Food and Drug Administration (FDA) for use in chemotherapy treatment



If the FDA has not approved the drug for the specific disease being treated, BCBSM's Medical Policy department determines the appropriateness of the drug for that disease by using the following criteria:

- Current medical literature must confirm that the drug is effective for the disease being treated
- Recognized oncology organizations must generally accept the drug as treatment for the specific disease
- The physician must obtain informed consent from the member for the treatment.

#### We also pay for:

- Physician services for the administration of the chemotherapy drug, **except** those taken orally
- The chemotherapy drug administered in a medically approved manner
- Other FDA-approved drugs classified as:
  - Anti-emetic drugs used to combat the toxic effects of chemotherapeutic drugs
  - Drugs used to enhance chemotherapeutic drugs
  - Drugs to prevent or treat the side effects of chemotherapy treatment
- Infusion pumps used for the administration of chemotherapy, administration sets, refills and maintenance of implantable or portable pumps and ports



Infusion pumps used for the administration of chemotherapy are considered durable medical equipment and are subject to the durable medical equipment guidelines described on Pages 50 to 51.

We pay for the outpatient treatment of breast cancer.

# Chiropractic Services and Osteopathic Manipulative Therapy

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

When received with physical therapy, see Page 79.

Locations: We pay for chiropractic services and osteopathic manipulative therapy in:

- An office
- A participating outpatient facility

## We pay for:

- Osteopathic manipulation therapy (OMT) on any location of the body.
- Chiropractic spinal manipulation (CSM) to treat misaligned or displaced vertebrae of the spine and chiropractic manipulations (CM) to treat other areas of the body allowed by BCBSM



We pay up to a combined maximum of 12 visits per member per calendar year for OMT, CM and CSM. Visits with in-network and out-of-network providers count toward this maximum.

- Chiropractic office visits:
  - For new patients: we pay for one office visit every 36 months. A new patient is one who has not received chiropractic services within the past 36 months.
  - For established patients: we pay for office visits. An established patient is one who has received chiropractic services within the past 36 months.
- Physical medicine that is part of a treatment plan prepared by your chiropractor. The plan must be signed by your M.D. or D.O. before you receive physical medicine services for those services to be covered. If a treatment plan is not signed by your M.D. or D.O. before services are rendered, the services will not be covered and you may have to pay for them.
  - A signed treatment plan is not required for the first physical medicine service your chiropractor performs on you.



Visits for physical therapy are applied toward your combined 30-visit benefit limit for physical therapy, speech language therapy, and occupational therapy services.

Any combination of these therapies is limited to a combined maximum of 30 visits (innetwork and out-of-network providers combined) per member per calendar year:

- Mechanical traction
- Occupational Therapy
- Physical therapy (including physical medicine by a chiropractor), and
- Speech language therapy
- Mechanical traction once per day when it is performed with CM or CSM. These visits are applied toward your combined 30 visit limit for physical therapy, speech language therapy, and occupational therapy services.
- X-rays when medically necessary.

# **Chronic Disease Management**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for services to manage chronic diseases in:

- A participating hospital
- An office
- A participating facility
- A member's home

## We pay for:

- Chronic disease management services provided by:
  - Hospitals
  - Physicians
  - Approved facilities
  - Certified nurse practitioners
  - Clinical nurse specialists-certified
  - Certified licensed social workers
  - Psychologists
  - Physical therapists
  - Athletic Trainers

# Clinical Trials (Routine Patient Costs)

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For oncology clinical trial services, see Page 71.

We pay the routine costs of items and services related to clinical trials. The trials may be Phase I, II, III or IV. The purpose of the trial must be to prevent, detect or treat cancer or another life-threatening disease or condition. The member receiving the items or services must be a qualified individual according to the terms of this certificate.



Cancer drugs required by Michigan law are covered.

## We pay for:

 All <u>routine</u> services covered under this certificate and related riders that would be covered even if the member were not enrolled in an approved clinical trial



You can find the following definitions in Section 7:

- Approved clinical trial
- Life-threatening condition
- Routine patient costs
- Qualified individual

#### We do not pay for:

- The experimental or investigational item, device or service
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the trial participant, or
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.



BCBSM may require you to go to a BCBSM-contracted provider who is already part of an approved clinical trial. The provider may be participating or in-network. An exception would be if the trial is conducted outside of Michigan.

# **Collaborative Care Management**

Collaborative Care Management also known as CoCare operates through a care team centered around the patient to manage medical and behavioral health conditions. The care team includes a primary care physician (PCP), behavioral health care manager (BHCM) and a consulting psychiatrist.

CoCare services are covered when they are performed by designated providers. Under CoCare, a care manager will coordinate your care.

<u>Locations</u>: We pay for professional services for CoCare in the following locations, subject to the conditions described below:

- An office
- A participating outpatient hospital
- A participating facility
- A member's home
- Other locations designated by BCBSM

#### We pay for:

- Telephone or face-to-face contact and group interventions
- Medication assessments to identify:
  - The appropriateness of a drug for your condition
  - The correct drug dosage
  - The right time to take the drug
  - The drug Interactions



Covered services are subject to change.

# Eligibility

You are eligible to receive Collaborative Care Management if you have:

- Active BCBSM coverage
- A chronic medical condition along with a behavioral health condition
- Agreed to actively participate with CoCare
- A referral for care management services from your physician

## Collaborative Care Management (continued)

# Eligibility (continued)

Your physician will determine your eligibility and refer you to care managers based on factors, such as your:

- Diagnosis
- Admission status
- Clinical status

# **Termination of Collaborative Care Management**

You may opt-out of CoCare at any time. BCBSM may also terminate CoCare services based on:

- Termination or cancellation of your BCBSM coverage
- Other factors

## We do not pay for:

• Services performed by providers who are not designated as CoCare providers



For more information on CoCare services, contact BCBSM Customer Service.

# **Contraceptive Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

We pay for contraceptive services as part of your preventive care benefit. Please see the preventive care benefit description of contraceptive services on Page 85 for more details.

# **Dental Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For dental surgery, see Page 111.

Locations: We pay for emergency dental care performed in:

- A hospital
- An ambulatory surgery facility
- A dentist's office (accidental injuries only)

We pay for other dental services in a participating hospital or a provider's office as described below.

#### We pay for:

• Emergency Dental Care

Emergency dental care is the treatment of accidental injuries within 24 hours of the injury. This is to relieve pain and discomfort. We also pay for follow-up treatment completed within six months of the injury.



A <u>dental</u> accidental injury is when an external force to the lower half of the face or jaw damages or breaks sound natural teeth, gums or bone.

- Dental Services in a Participating Hospital
  - We will pay for dental treatment for a member in a participating hospital if the treatment helps improve the medical condition that put the member in the hospital. The dental condition must be hindering improvement of the medical condition.
  - We may pay for facility and anesthesia services for a member in a participating hospital if dental treatment would be unsafe in an office setting.



In these cases, we do not pay for the services of the dentist. We only pay for the facility and anesthesia services.

Examples of such medical conditions are:

- Bleeding or clotting abnormalities
- Unstable angina
- Severe respiratory disease
- Known reaction to analgesics, anesthetics, etc.

Medical records must confirm the need for the dental services above.

Procedures that are payable in the circumstances explained above include:

- Alveoloplasty
- Diagnostic X-rays
- Multiple extractions or removal of unerupted teeth

# **Dental Services** (continued)

We pay for: (continued)

- Other Dental Services
  - Services to treat temporomandibular joint dysfunction (TMJ) limited to those described below:
    - Surgery directly to the temporomandibular joint (jaw joint) and related anesthesia services
    - Arthrocentesis performed for the treatment of temporomandibular joint (jaw joint) dysfunction)
    - Diagnostic X-rays
    - Physical therapy (see Page 79 for physical therapy services)
    - Reversible appliance therapy (mandibular orthotic repositioning device such as a bite splint)

- Routine dental services
- Treatment that was previously paid as a result of an accident
- Dental implants and related services, including repair and maintenance of implants and surrounding tissue
- Dental conditions existing before an accident requiring emergency dental treatment
- Services to treat temporomandibular joint dysfunction (except as described above.)

# **Diagnostic Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For allergy testing services, see Page 19. For diagnostic radiology services, see Page 103. For mental health diagnostic services, such as psychological testing, see Page 28.

Locations: We pay for diagnostic services in:

- A participating hospital
- Other approved facilities
- An office.

## We pay for:

#### Diagnostic Testing

We pay for the tests a physician uses to diagnose disease, illness, pregnancy or injury.

- Physician services are payable for tests such as:
  - Thyroid function
  - Electrocardiogram (EKG)
  - Electroencephalogram (EEG)
  - Pulmonary function studies
- Physician and independent physical therapist services are payable for the following tests:
  - Electromyogram (EMG)
  - Nerve conduction



The test must be prescribed by a physician if performed by an independent physical therapist.

#### **Diagnostic Services** (continued)

#### Diagnostic Laboratory and Pathology Services

We pay for the lab and pathology tests a physician uses to diagnose disease, illness, pregnancy or injury. Services must be provided:

- In a participating hospital (under the direction of a pathologist employed by the hospital) or
- By your in-network physician, or
- By another physician, if your in-network physician refers you to one, or
- By an in-network lab at your in-network physician's direction.
  - We pay for standard office lab tests in your in-network physician's office. Other lab tests must be sent to an in-network laboratory.
  - You will need to pay the out-of-network cost-share if tests are done by an out-of-network lab or in an out-of-network hospital.

# **Dialysis Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for dialysis services in:

- A participating hospital
- A participating freestanding end stage renal disease (ESRD) facility
- A member's home

## We pay for:

Dialysis services (including physician services), supplies and equipment to treat:

- Acute renal (kidney) failure
- Chronic, irreversible kidney failure (End Stage Renal Disease (ESRD))



BCBSM shares the cost of treating ESRD with Medicare. It is important that you apply for Medicare coverage if you have ESRD and if you meet the Medicare eligibility requirements. This is done through the Social Security Administration. (Please see 150 for a detailed explanation.)

Services Provided in a Freestanding ESRD Facility

#### We pay for:

- Ultrafiltration
- Equipment
- Solutions
- Routine laboratory tests
- Drugs
- Supplies
- · Other medically necessary services related to dialysis treatment

# Dialysis Services (continued)

# Services Provided in a Freestanding ESRD Facility (continued)

## We do not pay for:

- Services provided by a nonparticipating end stage renal disease facility.
- Services not provided by the employees of the ESRD facility.
- Services not related to the dialysis process.

#### Services Provided in the Home

Dialysis services (hemodialysis and peritoneal dialysis) must be billed by a hospital or freestanding ESRD facility participating with BCBSM and must meet the following conditions:

- The treatment must be arranged by the patient's attending physician and the physician director, or a committee of staff physicians of a self-dialysis training program.
- The owner of the patient's home must give the hospital prior written permission to install the equipment.

## We pay for:

- Home hemodialysis
  - Continuous ambulatory peritoneal dialysis and self-dialysis training with the number of training sessions limited according to Medicare guidelines
  - Continuous cycling peritoneal dialysis (limited to 14 dialysis treatments per month) and selfdialysis training with the number of training sessions limited according to Medicare guidelines
- Placement and maintenance of a dialysis machine in the member's home
- Expenses to train the member and one other person who will assist the member in the home in operating the equipment
- Laboratory tests related to the dialysis
- Supplies required during the dialysis, such as dialysis membrane, solution, tubing and drugs
- Removal of the equipment after it is no longer needed

#### Dialysis Services (continued)

## Services Provided in the Home (continued)

- Services provided by persons under contract with the hospital, agencies or organizations assisting in the dialysis or acting as "back ups" including hospital personnel sent to the member's home
- Electricity or water used to operate the dialyzer
- Installation of electric power, a water supply or a sanitary waste disposal system
- Transfer of the dialyzer to another location in the member's home
- Physician services not paid by the hospital

# **Durable Medical Equipment**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for durable medical equipment in:

- A participating hospital
- A participating skilled nursing facility (see Page 103)
- An office
- A member's home

# We pay for:

- The use of durable medical equipment while you are in the hospital.
- The rental or purchase of durable medical equipment, if prescribed by a physician or other provider licensed to prescribe it. You may obtain it from:
  - A participating hospital (when you are discharged)
  - A DME supplier approved by BCBSM
    - To avoid out-of-network cost share, obtain your prescribed durable medical equipment, prosthetics, orthotics, and medical supplies from an in-network provider. Contact Customer Service to locate a provider in your network.



In many instances we cover the same items covered by Medicare Part B as of the date of purchase or rental. In some instances, however, BCBSM guidelines may differ from Medicare. Please call your local customer service center for specific coverage information.

# DME items must meet the following guidelines:

- The prescription includes a description of the equipment, the reason for the need, and the diagnosis.
- The physician or other provider licensed to prescribe it writes a new prescription when the current prescription expires; otherwise, we will stop payment on the current expiration date, or 30 days after the date of the member's death, whichever is earlier.



If the equipment is:

- <u>Rented</u>, we will not pay for the charges that exceed the BCBSM purchase price.
   Participating providers cannot bill the member when the total of the rental payments exceeds the BCBSM purchase price.
- <u>Bought</u>, we will pay to have the equipment repaired and restored to use, but not for routine periodic maintenance

# **Durable Medical Equipment** (continued)

## We pay for: (continued)

#### Continuous Positive Airway Pressure (CPAP)

When prescribed by a physician or other provider licensed to prescribe it, the CPAP device, humidifier (if needed) and related supplies and accessories are covered as follows:

- We will cover the rental fee only for the CPAP device. Our total rental payments will not exceed our approved amount to purchase the device. Once our rental payments equal the approved purchase price, you will own this equipment and no additional payments will be made by BCBSM for the device.
  - We will pay for the rental or purchase of a humidifier for the CPAP device, if needed.
  - We will pay for the purchase of any related supplies and accessories.
- After the first 90 days of rental, you are required to show that you have complied with treatment requirements for BCBSM to continue to cover the equipment and the purchasing of supplies and accessories. The CPAP device supplier or your prescriber must document your compliance.
- If you fail to comply with treatment requirements, you must return the rented device to the supplier
  or you may be held liable by the supplier for the cost of continuing to rent the equipment. We will
  also no longer cover the purchase of supplies and accessories.

- Exercise and hygienic equipment, such as exercycles, Moore Wheel, bidet toilet seats and bathtub seats
- Deluxe equipment, such as motorized wheelchairs and beds, unless medically necessary <u>and</u> required so that members can operate the equipment themselves
- Comfort and convenience items, such as bed boards, bathtub lifts, overbed tables, adjust-a-beds, telephone arms or air conditioners
- Provider's equipment, such as stethoscopes
- Self-help devices not primarily medical in nature, such as sauna baths and elevators
- Experimental equipment

# **Emergency Treatment**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For urgent care services, please see Page 125.

<u>Locations</u>: We pay for services to treat medical emergencies and accidental (see Section 7 for the definitions) in:

- A hospital
- An independent freestanding emergency department
- An ambulatory surgery facility
- An urgent care center
- An office.
- Other approved outpatient locations

#### We pay for:

Facility and professional services to examine and treat a medical emergency or accidental injury.

# **Fertility Preservation**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

## We pay for:

Fertility preservation services are covered **only** for members with malignant cancer diagnosis when undergoing fertility-threatening medical or radiation therapies and treatments.

Fertility preservation treatment and services include, but not limited to:

- Collection of mature eggs and sperm
- Cryopreservation of embryos, mature eggs and sperm
- Storage of embryos, mature eggs and sperm for up to one year
- Thawing of embryos, mature eggs and sperm within one year of procurement
- Culture of eggs
- Ovarian transposition
- Embryo transfer to member within one year from cryopreservation

- Storage of sperm, eggs or embryos for longer than one year
- Co-culture of embryo(s)
- Post-menopausal members
- Members who have undergone elective sterilization (vasectomy, tubal sterilization), with or without reversal

# Gender Affirming Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

## We pay for:

• Medically necessary professional and facility services, including prescription drug service, for the treatment of gender dysphoria.

Covered services include, but not limited to, the following:

- Behavioral health services
- Gender affirming surgery and related services
- Prescription drugs including hormone therapy (see Prescription Drugs subsection)

## We do not pay for:

• Gender affirming services that are not medically necessary, considered to be cosmetic, experimental, or investigational by BCBSM.

# Home Health Care Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for care and services provided in a member's home.

Home health care provides an alternative to long-term hospital care by offering coverage for care and services in the member's home. Home health care must be:

- Prescribed by the attending physician
- Provided and billed by a participating home health care agency
- Medically necessary (See Section 7 for a definition)

The following criteria for home health care must be met:

- The attending physician certifies that the member is confined to the home because of illness.
  - This means that transporting the member to a health care facility, an office or hospital for care
    and services would be difficult due to the nature or degree of the illness.
- The attending physician prescribes home health care services and submits a detailed treatment plan to the home health care agency.
- The agency accepts the member into its program.

#### We pay for:

- Services provided by health care professionals employed by the home health care agency or by providers who participate with the agency in this program. The agency must bill BCBSM for the services. They are:
- Skilled nursing care provided or supervised by a registered nurse employed by the home health care agency
- Social services by a licensed social worker, if requested by the member's attending physician
- The following when provided for rehabilitation:
  - Occupational therapy, Page 67
  - Physical therapy, Page 79
  - Speech language therapy services, Page 107

If services performed in a member's home are billed by a home health care agency, then these services will not count toward the combined visit maximum.

# Home Health Care Services (continued)

We pay for: (continued)

• If physical therapy, occupational therapy or speech language therapy services cannot be done in the home, we will pay for outpatient therapy. It may be in an outpatient department of a hospital or a physical therapy facility. Benefits are subject to the combined 30-visit maximum for occupational therapy, physical therapy and speech language therapy service as described on Page 67, 80, and 107.

If services performed in a member's home are billed by a professional provider or independent therapist, they will count against the combined visit maximum.

- Part-time health aide services, including preparing meals, laundering, bathing and feeding if:
  - The member is receiving skilled nursing care or physical therapy or speech language therapy services.
  - The member 's family cannot provide the services and the home health care agency has identified a need for these services for the member to participate in the program
  - The services are provided by a home health aide and supervised by a registered nurse employed by the agency

We pay the following covered services when the home health care is provided by a **participating** hospital:

- Lab services, prescription drugs, biologicals and solutions related to the condition for which the member is participating in the program
- Medical and surgical supplies such as catheters, colostomy supplies, hypodermic needles and oxygen needed to effectively administer the medical treatment plan ordered by the physician

- General housekeeping services
- Transportation to and from a hospital or other facility
- Private duty nursing
- Elastic stockings, sheepskin or comfort items (lotion, mouthwash, body powder, etc.)
- Durable medical equipment
- Physician services (when billed by the home health care agency)
- Custodial or nonskilled care
- Services performed by a nonparticipating home health care provider

# Hospice Care Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for hospice care services subject to the conditions described below, in:

- A participating hospice facility
- A participating hospital
- A participating skilled nursing facility
- A member's home

We pay for services to care for the terminally ill. Services must be provided through a participating hospice program. Hospice care services are payable for as long as medically necessary to treat the patient's condition. To be payable, the following criteria must be met:

- The member or their representative elects hospice care services in writing. This written statement is filed with a participating hospice program.
- A written certification stating the member is terminally ill, that is signed by the hospice program's medical director or a physician of the hospice interdisciplinary group and the attending physician (if the member has one), is kept on file in the patient's medical record.
- The hospice program's medical director or a physician of the hospice interdisciplinary group evaluates and recertifies the treatment plan every 90 days.
- The member or their representative signs a "Waiver of Benefits" form acknowledging that hospice care has been fully explained to them. The waiver explains that BCBSM does not pay for treatment of the terminal illness itself or related conditions during hospice care.

NOTE

BCBSM benefits for conditions <u>not</u> related to the terminal illness remain in effect.

# We pay for:

Counseling, evaluation, education and support services for the member and their family from the hospice staff before the member elects to use hospice services. These services are limited to a 28-visit maximum.

When a patient elects to use hospice care services, regular BCBSM coverage for services in connection with the terminal illness and related conditions are replaced by the following:

#### Home Care Services

- Up to eight hours of routine home care per day
- Continuous home care for up to 24 hours per day during periods of crisis
- Home health aide services provided by qualified aides. These services must be rendered under the general supervision of a registered nurse.

# Hospice Care Services (continued)

We pay for: (continued)

# Facility Services

- Inpatient care provided by:
  - A participating hospice inpatient unit
  - A participating hospital contracting with the hospice program or
  - A participating skilled nursing facility contracting with the hospice program
- Short-term general inpatient care when the member is admitted for pain control or to manage symptoms. (These services are payable if they meet the plan of care established for the member.)
- Five days of occasional respite care during a 30-day period

## Hospice Services

- Physician services by a member of the hospice interdisciplinary team
- Nursing care provided by, or under the supervision of, a registered nurse
- Medical social services by a licensed social worker, provided under the direction of a physician
- Counseling services to the member and to caregivers, when care is provided at home
- BCBSM-approved medical appliances and supplies (these include drugs and biologicals to provide comfort to the member)
- BCBSM-approved durable medical equipment furnished by the hospice program for use in a member's home
- Physical therapy, speech language therapy and occupational therapy when provided to control symptoms and maintain the member's daily activities and basic functional skills
- Bereavement counseling for the family after a member's death

Hospice services are limited to a maximum amount. That amount is reviewed and adjusted from time to time. Once you reach the maximum, hospice benefits will still be covered under the case management program. Please call us for information about the current maximum amount.

### Hospice Care Services (continued)

We pay for: (continued)

## **Professional Services**

• Provided by the attending physician to make the member comfortable and to manage the terminal illness and related conditions



We do <u>not</u> pay for physician services from a member of the hospice interdisciplinary team.

Professional services for hospice care are limited to a maximum amount. This amount is determined by BCBSM and reviewed at times. Once you reach the maximum, professional services will still be covered under the case management program. Please call us for information about the current maximum amount. This amount is separate from, and <u>not</u> included in, the limit for the hospice program services described above.

## How to Cancel Hospice Care Services

Hospice care services may be canceled at any time by the member or their representative. Simply submit a written statement to the hospice. When the services are canceled, regular Blue Cross Blue Shield coverage will be reinstated.

## How to Reinstate Hospice Care Services

Hospice care services may be reinstated at any time. The member is reinstated for any remaining period for which they are eligible.

#### We do not pay for services:

- Other than those furnished by the hospice program.
- Of a hospice program other than the one designated by the patient. (If the designated program arranges for the member to receive the services of another hospice program, the services are covered.)
- That are not part of the plan of care established by the hospice program for the member

# Hospital Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For services in a long-term acute care hospital (LTACH), see Page 62.

The services in this section are <u>in addition</u> to all other services listed in this certificate that are payable in a participating hospital. An example would be surgery (see Page 110).

Locations: The following services are payable in:

• A participating hospital

## We pay for:

- Inpatient hospital services:
  - Medical care by hospital personnel while you are receiving inpatient services.
  - Semiprivate room
  - Nursing services
  - Meals, including special diets
  - Services provided in a special care unit, such as intensive care
  - Oxygen and other therapeutic gases and their administration
  - Inhalation therapy
  - Electroconvulsive Treatment (ECT)
  - Pulmonary function evaluation
  - Whole blood, blood derivatives, blood plasma or packed red blood cells, supplies and their administration
  - Hyperbaric oxygenation (therapy given in a pressure chamber)
- Outpatient hospital services:

If a service is payable as an inpatient service, it is also payable as an outpatient service. (Exceptions are services related to inpatient room, board, and inhalation therapy).

• Temporary Benefits for Hospital Services:

If you are receiving services from a hospital that ends its contract with BCBSM, you still have benefits. These benefits are for continuity of care, designated services, emergency care, and travel and lodging. Benefits for continuity of care are available for up to **six months** from the date the hospital ends its participating contract with BCBSM. Benefits for designated services and emergency care are available for as long as medically necessary. Benefits for travel and lodging are available for the period of time approved by BCBSM. See Page 113 for more information.

# Infusion Therapy

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

BCBSM considers services from a participating infusion provider to be in-network. You will need to pay in-network cost-sharing for these services. What you pay may vary depending on the location where you receive these services.

BCBSM may require approval for these services. Your in-network provider is responsible for obtaining approval. For a more detailed explanation, see *Prior Authorization for Specialty Pharmaceuticals* in the *Prescription Drugs* section.

Locations: We pay for infusion therapy services in:

- A participating ambulatory infusion center
- A member's home
- An office
- A participating hospital

To be eligible for infusion therapy services, your condition must be such that infusion therapy is:

- Prescribed by a physician to manage an incurable or chronic condition or treat a condition that requires acute care. For home infusion therapy, the condition must be able to be safely managed in the home
- Medically necessary (See Section 7 for a definition)
- Performed by a participating infusion therapy provider

#### We pay for:

- Drugs required for infusion therapy. Since specialty pharmaceuticals may be used in infusion therapy, please see the Prior authorization for Specialty Pharmaceuticals requirement described on Page 93.
- Nursing services needed to administer infusion therapy and treat infusion therapy-related wound care

Nursing services must meet our guidelines to be covered.

• Durable medical equipment, medical supplies and solutions needed for infusion therapy

We do not pay for services rendered by nonparticipating infusion therapy providers.

# Long-Term Acute Care Hospital Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for services provided in a participating long-term acute care hospital (LTACH).

# We pay for:

- Services in a participating LTACH that we would pay for in a participating hospital.
  - The provider must request and receive preapproval for inpatient services

The LTACH is liable for the care if the inpatient services are not preapproved.

- Services in a nonparticipating LTACH, including emergency services, unless BCBSM determines there are extenuating circumstances
- Inpatient admissions that BCBSM has not preapproved
- LTACH services primarily for a diagnosis of a mental health or substance use disorder condition

# Maternity Care

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

<u>Locations</u>: We pay for facility and professional services for maternity care and related services in the following locations:

- A participating hospital setting
- A participating birthing center
- An office

Under federal law, we generally may not restrict benefits for any hospital length of stay in connection with childbirth for the birth parent to less than:

- 48 hours following a vaginal delivery
- 96 hours following a delivery by cesarean section

However, we may pay for a shorter stay if the attending physician or certified nurse midwife discharges the birth parent earlier, after consulting them.

Federal law requires that we cover the same benefits with the same cost-sharing levels during the 48 or 96 hours.

In addition, we may not require that a physician or other provider get approval for a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain preapproval to use certain providers or to reduce your out-of-pocket costs. For information on preapproval, contact your BCBSM Customer Service (see Section 9).

# We pay for:

Obstetrics

Covered services provided by a physician or certified nurse midwife attending the delivery. These covered services include but are not limited to:

- Prenatal care, including maternity education provided in a physician's office as part of a prenatal visit
- Medically necessary genetic testing
- Vaginal delivery or cesarean section when provided in:
  - A participating hospital setting
  - A hospital-affiliated birthing center that is owned and operated by a participating state-licensed and accredited hospital, as defined by BCBSM
- Postnatal care, including a Papanicolaou (PAP) smear during the six-week visit
- Lactation education and alternative fertility awareness counseling

# Maternity Care (continued)

We pay for: (continued)

- Newborn services provided during the first 48 or 96 hours if the newborn has not been added to a BCBSM contract of the birth parent. These services include:
  - Newborn examination performed by a physician other than the anesthesiologist or the attending physician of the birth parent.
  - Routine care during the newborn's eligible hospital stay
  - Services to treat a newborn's injury, sickness, congenital defects or birth abnormalities.

## We do not pay for:

- Lamaze, parenting or other similar classes
- Services provided to the newborn if one of the following apply:
  - The birth parent is not covered under this certificate on the newborn's date of birth
  - The newborn is eligible for coverage as a dependent under a BCBSM or other health care benefit plan and has been added as a dependent to that plan.
  - The subscriber directs BCBSM not to cover the newborn's services
- Services provided to the newborn occur <u>after the 48 or 96 hours</u>

# **Medical Supplies**

See Section  $\overline{2}$  beginning on Page 9 for what you may be required to pay for these services.

For medical supplies for outpatient diabetes treatment, see Page 77. For medical supplies for home infusion therapy, see Page 56.

Locations: We pay for medical in:

- A participating hospital
- A participating hospice
- A participating facility
- A participating skilled nursing facility
- An office
- A member's home



To avoid out-of-network cost share, obtain your prescribed durable medical equipment, prosthetics, orthotics, and medical supplies from an in-network provider. Contact Customer Service to locate a provider in your network.

#### We pay for:

Medical supplies and dressings used for the treatment of a specific medical condition. The quantity of medical supplies and dressings must be medically necessary. They include but are not limited to:

- Gauze, cotton, fabrics, plaster and other materials used in dressings and casts
- Ostomy sets and accessories
- Catheterization equipment and urinary sets

See Section 7 for the definition of "medically necessary."

# Newborn Care

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For maternity care, see Page 63



If the newborn is not covered under a BCBSM contract, they may qualify for coverage under the maternity care benefit of the birth parent.

<u>Locations</u>: We pay for facility and professional services for routine newborn care during an eligible hospital stay in:

- A participating hospital setting
- A participating birthing center

Under federal law, we generally may not restrict benefits for any hospital length of stay in connection with childbirth for a newborn child to less than:

- 48 hours following a vaginal delivery
- 96 hours following a delivery by cesarean section

However, we may pay for a shorter stay if the attending physician or certified nurse midwife discharges the newborn earlier, after consulting the birth parent.

Federal law requires that we cover the same benefits with the same cost-sharing levels during the 48 or 96 hours.

In addition, we may not require that a physician or other provider get approval for a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain preapproval to use certain providers or to reduce your out-of-pocket costs. For information on preapproval, contact your BCBSM Customer Service (see Section 9).

#### We pay for:

- Newborn examination
  - The exam must be performed by a physician other than the anesthesiologist or the birth parent's attending physician.
- Routine care
  - Routine care during the newborn's eligible hospital stay.

#### We do not pay for:

• Parenting or other similar classes

# **Occupational Therapy**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For physical therapy services, see Page 79. For speech language therapy services, see Page 107. Special rules apply when services are provided to treat autism spectrum disorders, see Page 25.

<u>Locations</u>: We pay for facility and professional occupational therapy services in the following locations subject to the conditions described below:

• A participating hospital



Inpatient therapy must be used to treat the condition for which the member is hospitalized.

- Other approved facilities
- An office
- A member's home
- A nursing home, if it's the member's primary residence

## We pay for:

- A combined maximum of 30 outpatient visits per member per calendar year.
- Important: See Note below about treatment dates and initial evaluations. The combined e 30visit outpatient maximum renews each calendar year and includes all in-network and out-of-network outpatient visits, regardless of location (hospital, facility, office or home), for:
  - Chiropractic mechanical traction
  - Occupational therapy
  - Physical therapy (includes physical medicine by a chiropractor)
  - Speech language therapy

If services performed in a member's home are billed by a professional provider, they will count toward the combined visit maximum.

If services performed in a member's home are billed by a home health care agency, they will not accumulate against the combined visit maximum (See page 55 for Home Health Care Services).



Each **treatment date** counts as <u>one visit</u> even when two or more therapies are provided and when two or more conditions are treated. For example, if a facility provides you with physical therapy and occupational therapy on the same day, the services are counted as one visit.

An initial evaluation is <u>not</u> counted as a visit. If approved, it will be paid separately from the visit and will not be applied towards the maximum benefit limit (described above).

# **Occupational Therapy** (continued)

Occupational therapy must be:

- Prescribed by a professional provider licensed to prescribe occupational therapy services
- Given for a condition that can be significantly improved in a reasonable and generally predictable period of time (usually about six months), or to optimize the developmental potential of the member and/or maintain the member's level of functioning
- Given by:
  - A physician (M.D. or D.O.) in an outpatient setting
  - An occupational therapist
  - An occupational therapy assistant under the indirect supervision of an occupational therapist, who cosigns all assessments and members' progress notes



Both the occupational therapist and the occupational therapy assistant must be certified by the National Board of Occupational Therapy Certification and licensed in the state of Michigan or the state where the care is provided.

- An athletic trainer in an outpatient setting

## We do not pay for:

- More than the combined 30 outpatient visits per member per calendar year, whether obtained from an in-network or out-of-network provider.
- Therapy to treat long-standing chronic conditions that have not responded to or are unlikely to respond to therapy or that is performed without an occupational therapy treatment plan
- Services provided by a freestanding facility in a home, hospital, skilled nursing facility, psychiatric residential treatment facility or residential substance abuse treatment facility
- Services received from a nonparticipating hospital, nonparticipating facility
- · Services received from an independent sports medicine clinic
- Treatment **solely** to improve cognition (e.g., memory or perception), concentration and/or attentiveness, organizational or problem-solving skills, academic skills, impulse control or other behaviors for which behavior modification is sought without an occupational therapy treatment plan that guides and helps to monitor the provided therapy



We may pay for treatment to improve cognition if it is:

- Part of a comprehensive rehabilitation plan
- Medically necessary to treat severe deficits in members who have certain conditions that are identified by BCBSM
- Recreational therapy
- Member education and home programs

# Office, Outpatient and Home Medical Care Visits

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

We pay for the following when provided by a physician or eligible professional provider when medically necessary:

- · Behavioral health and medical office visits
- Urgent care visits
- Office consultations
- Outpatient visits
- Home medical care visits
- Online visits
- Virtual primary care visits
- Retail health clinic visits

# **Online Visits**

We pay for online visits by a professional provider or an online vendor selected by BCBSM:



Online visits by an online vendor not selected by BCBSM will not be covered.

#### We pay for:

- The diagnosis of a condition
- Treatment and consultation recommendations

The online visit must allow the member to interact with the professional provider or online visit vendor in real time. Treatment and consultation recommendations made online, including issuing a prescription, are to be held to the same standards of appropriate practice as those in traditional settings.



Not all services delivered via the internet are considered an online visit, but may be considered telemedicine (see Section 7 for the definition of "telemedicine").

The online visit provider must be licensed in the state where the member is located during the online visit.

Online visits must meet BCBSM's standards for an Evaluation and Management visit.

#### Office, Outpatient and Home Medical Care Visits (continued)

**Online Visits** (continued)

## Online visits do not include:

- Reporting of normal test results
- Provision of educational materials
- Handling of administrative issues, such as registration, scheduling of appointments, or updating billing information

#### **Virtual Primary Care**

We pay for virtual primary care visits for members 18 years of age or older when provided by a vendor selected by BCBSM.



Virtual primary care visits by a vendor not selected by BCBSM will not be covered.

Virtual primary care visits include a broad range of primary care provider services including managing and coordinating your health care for chronic and non-urgent conditions.

The in-network cost share for a virtual primary care visit is the same as the in-network cost share you pay for an in-person primary care provider visit.

# **Oncology Clinical Trials**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For general surgery services, see Page 110. For transplant services, see Page 118.

<u>Locations</u>: We pay for services performed in a designated cancer center (see Section 7 for the definition of designated cancer center).

Benefits for specified oncology clinical trials provide coverage for:

- Preapproved, specified bone marrow and peripheral blood stem cell transplants and their related services
- FDA-approved antineoplastic drugs to treat stages II, III and IV breast cancer
- All stages of ovarian cancer when they are provided pursuant to an approved phase II or III clinical trial

Benefits are not limited or precluded for antineoplastic drugs when Michigan law requires that these drugs, and the reasonable cost of their administration, be covered.

# **Mandatory Preapproval**

All services, admissions or lengths of stay for the services below must be **preapproved** by BCBSM.

Preapproval ensures that you and your physician know ahead of time that services are covered. If preapproval is not obtained, services will **not** be covered. This includes:

- Hospital admission
- Length of stay
- All payable medical care and treatment services.

Our decision to preapprove hospital and medical services is based on the information your physician submits to us. We reserve the right to request more information if needed.

If your condition or proposed treatment plan changes after preapproval is granted, your provider must submit a new request for preapproval. Failure to do so will result in the transplant, related services, admissions and length of stay not being covered.



**Preapproval is good only for one year after it is issued.** However, preapproved services, admissions or a length of stay will not be paid if you no longer have coverage at the time they occur.

# **Oncology Clinical Trials** (continued)

## Mandatory Preapproval (continued)

The designated cancer center must submit its written request for preapproval to:

Blue Cross Blue Shield of Michigan Human Organ Transplant Program Mail Code 1519 600 Lafayette East Detroit, MI 48226

Fax: (866) 752-5769

Preapproval will be granted to eligible BCBSM members if:

- The member has BCBSM hospital-medical-surgical coverage.
- The proposed services will be rendered in a designated cancer center or in an affiliate of a designated center.
- The proposed services are medically necessary.
- An inpatient stay at a cancer center is medically necessary (in those cases requiring inpatient treatment). We must preapprove the admission before it occurs.
- The length of stay at a designated cancer center is medically necessary. We must preapprove the length of stay before it begins.

#### We pay for:

- <u>Antineoplastic drugs</u>. If Michigan law requires it, we cover these drugs and the reasonable cost of giving them.
- <u>Immunizations</u>. We pay for vaccines against infection during the first 24 months after a transplant as recommended by the Advisory Committee on Immunization Practices (ACIP).

# • Autologous Transplants

- Infusion of colony stimulating growth factors
- Harvesting (including peripheral blood stem cell pheresis) and storage of bone marrow and/or peripheral blood stem cells
- Purging or positive stem cell selection of bone marrow or peripheral blood stem cells
- High-dose chemotherapy and/or total body irradiation
- Infusion of bone marrow and/or peripheral blood stem cells
- Hospitalization

# **Oncology Clinical Trials** (continued)

We pay for: (continued)

- Allogeneic Transplants
  - Blood tests to evaluate donors (if not covered by the potential donor's insurance)
  - Search of the National Bone Marrow Donor Program Registry for a donor. A search will begin
    only when the need for a donor is established and the transplant is preapproved.
  - Infusion of colony stimulating growth factors
  - Harvesting and storage (both covered even if it is not covered by the donor's insurance) of the donor's:
    - Bone marrow
    - Peripheral blood stem cell (including peripheral blood stem cell pheresis)
    - Umbilical cord blood

NOTE

The recipient of harvested material must be a BCBSM member.

- High-dose chemotherapy and/or total body irradiation
- Infusion of bone marrow, peripheral blood stem cells, and/or umbilical cord blood
- T cell depleted infusion
- Donor lymphocyte infusion
- Hospitalization

# • Travel and Lodging

We will pay up to a total of \$5,000 for your travel and lodging expenses. They must be directly related to preapproved services rendered during an approved clinical trial. The expenses must be incurred during the period that begins with the date of preapproval and ends 180 days after the transplant. However, these expenses will not be paid if your coverage is no longer in effect.

We will pay the expenses of an adult member and another person. If the member is under the age of 18, we pay for the expenses of the member and two additional people. The following per day amounts apply to the combined expenses of the member and persons eligible to accompany the member:

- \$60 per day for travel
- \$50 per day for lodging



These daily allowances may be adjusted from time to time. Please call us to find out the current maximums.

## **Oncology Clinical Trials** (continued)

#### We do not pay for:

- An admission to a designated center or a length of stay at a designated center that has not been preapproved
- Services that have not been preapproved
- Services that are not medically necessary (see Section 7 for the definition of "medically necessary")
- Services rendered at a nondesignated cancer center
- Services provided by persons or entities that are not legally qualified or licensed to provide such services
- Donor services for a transplant recipient who is not a BCBSM member
- Services rendered to a donor when the donor's health care coverage will pay for such services
- The routine harvesting and storage costs of bone marrow, peripheral blood stem cells or a newborn's umbilical cord blood if not intended for transplant within one year
- More than two single transplants per member for the same condition
- Non-health care related services and/or research management (such as administrative costs)
- Transplants performed at a center that is not a designated cancer center or its affiliate
- Search of an international donor registry
- Experimental treatment not included in this certificate
- Items or services that are normally covered by other funding sources (e.g., investigational drugs funded by a drug company)

## **Oncology Clinical Trials** (continued)

## We do not pay for: (continued)

• Items that are not considered by BCBSM to be directly related to travel and lodging. Examples include, but are not limited to:

Alcoholic beverages	Flowers, toys, gifts, greeting cards, stationery, stamps, mail/UPS services	Internet connection, and entertainment (such as cable television, books, magazines and movie rentals)	Mortgage or rent payments	Tips
Car maintenance	Furniture rental	Kennel fees	Reimbursement of food stamps	
Clothing, toiletries	Household products	Lost wages	Security deposits, cash advances	
Dry cleaning or laundry services	Household utilities (including cellular telephones)	Maids, babysitters or day care services	Services provided by family members	

• Any other services, admissions or length of stay related to any of the above exclusions

The limitations and exclusions listed elsewhere in your certificate and/or riders, also apply to this benefit.

# **Optometrist Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

# We pay for:

Medically necessary optometrist services when:

- Covered services are provided within the state of Michigan.
- The optometrist is:
  - Licensed in the state of Michigan
  - Certified by the Michigan Board of Optometry to administer and prescribe therapeutic pharmaceutical agents
- If you get services from an optometrist who does not participate in BCBSM's vision program, they will be treated as services of a nonparticipating provider.

# **Outpatient Diabetes Management Program (ODMP)**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for ODMP services in:

- A participating hospital
- An office
- A member's home

## We pay for:

- Services and medical supplies to treat and control diabetes when prescribed by a physician or other professional provider licensed to prescribe it. Services and supplies include:
  - Blood glucose monitors
  - Blood glucose monitors for the legally blind
  - Insulin pumps
  - Test strips for glucose monitors
  - Visual reading and urine test strips
  - Lancets
  - Spring-powered lancet devices
  - Syringes
  - Insulin
  - Medical supplies required for the use of an insulin pump
  - Nonexperimental drugs to control blood sugar
  - Medication prescribed by a doctor of podiatric medicine, M.D. or D.O. that is used to treat foot ailments, infections and other medical conditions of the foot, ankle or nails associated with diabetes
  - Diabetes self-management training conducted in a group setting, whenever practicable, if:
    - Self-management training is considered medically necessary upon diagnosis by an M.D. or D.O. who is managing your diabetic condition and when needed under a comprehensive plan of care to ensure therapy compliance or to provide necessary skills and knowledge
    - Your M.D. or D.O. diagnoses a significant change with long-term implications in your symptoms or conditions that necessitate changes in your self-management or a significant change in medical protocol or treatment
    - The provider of self-management training must be:
      - Certified to receive Medicare or Medicaid reimbursement or
      - Certified by the Michigan Department of Community Health



If you receive diabetic supplies and devices paid by your BCBSM prescription drug plan, your BCBSM medical plan will not pay for the same diabetic supplies and devices

# Pain Management

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For home infusion therapy services, see Page 56.

Locations: We pay for services to manage pain in:

- A participating hospital
- A participating outpatient facility
- An office

# We pay for:

· Covered services and devices for pain management

## We do not pay for:

• Services and devices for pain management provided by a nonparticipating hospital or facility.

# **Physical Therapy**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Special rules apply when services are provided to treat autism spectrum disorders, see Page 25. For occupational therapy services, see Page 67. For speech language therapy services, see Page 107.

Locations: We pay for physical therapy services in:

• A participating hospital



Inpatient therapy must be used to treat the condition for which the member is hospitalized.

- Other approved facilities
- An office
- A member's home
- A nursing home, if it is the member's primary residence

#### We pay for:

• A combined maximum of 30 outpatient visits per member per calendar year.

Important: See Note below about treatment dates and initial evaluations. The combined 30visit maximum renews each calendar year. It includes all in-network and out-ofnetwork outpatient visits, regardless of location (hospital, facility, office or home), for:

- Chiropractic mechanical traction
- Occupational therapy
- Physical therapy (includes physical medicine by a chiropractor)
- Speech language therapy

If services performed in a member's home are billed by a professional provider, they will count toward the combined visit maximum.

If services performed in a member's home are billed by a home health care agency, they will not count toward the combined visit maximum. (See page 55 for Home Health Care Services.)



Each **treatment date** counts as <u>one visit</u> even when two or more therapies are provided and when two or more conditions are treated. For example, if a facility provides you with physical therapy and occupational therapy on the same day, the services are counted as one visit.

An initial evaluation is <u>not</u> counted as a visit. If approved, it will be paid separately from the visit and will not be applied towards the maximum benefit limit (described above).

# Physical Therapy (continued)

Physical therapy must be:

- Prescribed by a professional provider licensed to prescribe it, unless it is performed by a chiropractor (see Page 37)
- Given for a neuromuscular condition that can be significantly improved in a reasonable and generally predictable period of time (usually about six months), or to optimize the developmental potential of the member and/or maintain the member's level of functioning
- Given by:
  - A professional provider (M.D., D.O. or podiatric physician)
  - A dentist or optometrist
  - A chiropractor
  - A physical therapist or physical therapist assistant
  - Athletic trainer
  - A physician assistant



Not all of the providers listed above can perform physical therapy in all locations. Some of these providers must be supervised by other types of providers for their services to be covered. Please call Customer Service if you have questions about where physical therapy can be provided or who can provide it.

# We do not pay for:

- More than the combined 30 outpatient visits per member per calendar year, whether obtained from an in-network or out-of-network provider.
- Services received from a <u>nonparticipating</u> hospital or <u>nonparticipating</u> facility
- Services received from an independent sports medicine clinic
- Services provided by a freestanding facility in a home, hospital, skilled nursing facility, psychiatric residential treatment facility or residential substance abuse treatment facility
- Therapy to treat long-standing chronic conditions that have not responded to or are unlikely to respond to therapy or that is performed without a physical therapy treatment plan
- Tests to measure physical capacities such as strength, dexterity, coordination or stamina, unless part of a complete physical therapy treatment program

# Physical Therapy (continued)

# We do not pay for: (continued)

• Treatment **solely** to improve cognition (e.g., memory or perception), concentration and/or attentiveness, organizational or problem solving skills, academic skills, impulse control or other behaviors for which behavior modification is sought without a physical therapy treatment plan that guides and helps to monitor the provided therapy



We may pay for treatment to improve cognition if it is:

- Part of a comprehensive rehabilitation plan, and
- Medically necessary to treat severe deficits in members who have certain conditions that are identified by BCBSM
- Member education and home programs
- Sports medicine for purposes such as prevention of injuries or for conditioning
- Recreational therapy

# **Prescription Drugs**

For chemotherapy services, see Page 36. For contraceptive services, see Page 42.

# After the annual deductible requirement has been met, we will pay for each covered drug and each refill of a covered drug as described in this certificate or riders.

Any deductible or copayment requirements for prescription drugs are specified in a rider or riders that accompany this certificate.

Your annual out-of-pocket maximum for covered services is described in the "What You Must Pay" section of this certificate. Once you reach the maximum, covered drugs will be reimbursed at 100% of the approved amount for the rest of the calendar year.

Locations: We pay for prescribed drugs you get from:

- A pharmacy
- A participating hospital
- Other approved locations

# Prescription Drug Program – Drugs Received from a Pharmacy

Prescription Drug Quantities

We pay up to a <u>30-day supply</u> of a covered drug.

- Non-Specialty Drugs

Blue Cross retains the right to limit the supply to a shorter time frame for any number of reasons including, but not limited to, packaging size, clinical appropriateness, and manufacturer recommendations, or for new drugs that have not yet been shown to be tolerated by the member.

Specialty Drugs

Specialty drugs are limited to a 30-day supply

BCBSM has contracted with our exclusive specialty pharmacy network to provide your specialty drugs (generic, preferred brand-name and nonpreferred brand-name). Contact Customer Service for the location nearest you.



We only cover specialty drugs when obtained from our exclusive specialty pharmacy network. Specialty drugs are not covered when dispensed through a 90 day retail network pharmacy, participating mail order providers or any in-network pharmacy (not part of the 90-day retail network). Covered specialty drugs will be subject to your cost-share requirements reflected in your prescription drug rider. If you obtain your specialty drugs from <u>any</u> other provider, you may be responsible for the total cost.

# Prescription Drugs Received from a Pharmacy (continued)

## Prescription Drug Quantities (continued)

Select Specialty Drugs

We reserve the right to:

• Limit the quantity of select\* specialty drugs to no more than a 15-day supply for each fill.



Applicable cost share applies. Any applicable prescription drug copayments required in your certificate and/or riders will be reduced by one-half (1/2) for each medication limited to a 15-day fill.

\* Select specialty drugs, select controlled substances and other covered drugs as determined by BCBSM are subject to change. Please see BCBSM's list of drugs that may have these limits at <u>www.bcbsm.com/pharmacy</u>.

- Select Controlled Substances

We reserve the right to:

• Limit the quantity and day supply of select\* controlled substances.



The initial fill is limited to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply.

Select controlled substances include, but are not limited to:

- Hydromorphone
- Oxycodone
- Tapentadol

# The initial fill limitation for select controlled substances will not apply to members with a cancer diagnosis or who are terminally ill.

\* Select specialty drugs, select controlled substances and other covered drugs as determined by BCBSM are subject to change. Please see BCBSM's list of drugs that may have these limits at <u>www.bcbsm.com/pharmacy</u>.

#### Prescription Drugs (continued)

## Prescription Drugs Received from a Pharmacy (continued)

Contraceptive Drugs

We pay for FDA-approved generic contraceptive drugs. We are required to do so by the Patient Protection and Affordable Care Act (PPACA).

When a covered **generic or select brand name** contraceptive drug is dispensed by an in-network pharmacy, we will pay 100% of our approved amount. You have no out-of-pocket cost in these instances.

If you get an FDA-approved brand name contraceptive drug that is not on our list, you pay applicable cost-sharing.



You do not have to pay cost-sharing for brand name contraceptive drugs not on our list if your prescriber receives prior authorization from BCBSM.

To get prior authorization, your prescriber must show that the drug is medically necessary and meets our conditions.

Preventive Drugs, Immunization Vaccines, Supplements and Vitamins

We pay for the following as required by the Patient Protection and Affordable Care Act:

- Preventive drugs
- Select immunization vaccines



We will only pay for your immunization or vaccine once. For example, if you receive an immunization or vaccine that is paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same immunization or vaccine.

- Supplements
- Vitamins



We reserve the right to cover only over-the-counter versions of the items listed above. This includes any other drug required to be covered under this Act.

A prescription is required for most preventive drugs, immunization vaccines, supplements and vitamins and they must be:

- Dispensed by a participating/in-network pharmacy and
- Approved by the FDA, when FDA approval is available and
- Meet coverage criteria required under the Patient Protection and Affordable Care Act.



Some services may not need a prescription. An example would be immunization vaccines you might receive in a pharmacy.

## Prescription Drugs Received from a Pharmacy (continued)

You pay no cost-sharing for covered generic or select brand name drugs if:

- They are preventive drugs, supplements or vitamins and
- You get them from a participating or in-network pharmacy

We will pay 100% of the approved amount when a participating or in-network pharmacy fills a prescription for other brand name drugs. However, your prescriber must receive prior authorization from BCBSM before we will pay this amount.

Prior authorization will be decided based on:

- Medical necessity,
- The patient's current medical information, and
- Criteria approved by BCBSM



We may require you to try one or more preferred drugs before we will pay for the brandname drug.

To see a complete list of services and immunizations that must be covered under PPACA, go to the <u>https://www.healthcare.gov/coverage/preventive-care-benefits/</u> website.

You may also contact BCBSM Customer Service.

• Diabetic supplies and devices

#### We pay for:

- Select diabetic supplies and devices when prescribed by a physician or other professional provider licensed to prescribe it. Select diabetic supplies and devices include:
  - Glucometers
  - Continuous glucose monitors
  - Insulin delivery monitors
  - Test strips for glucometer
  - Test strips and lancets
  - Continuous glucose monitor sensors
  - Insulin delivery reservoirs



A complete list of eligible pharmacy prescription diabetic supplies and devices is available on our website at <u>https://www.bcbsm.com/providers/help/plan-documents-and-forms/pharmacy-services.html</u>. Please check the Outpatient Diabetes Management Program subsection of this certificate for additional information.

If you receive diabetic supplies and devices paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same diabetic supplies and devices.

# Prescription Drugs (continued)

# Prescription Drugs Received from a Pharmacy (continued)

- Covered Drugs Obtained from an In-Network Pharmacy
  - We will pay an in-network pharmacy our approved amount after deduction of your cost sharing for:
    - A covered drug
    - A covered compounded drug that contains bulk chemical powders that BCBSM has approved.

NOTE

Your copayment will not be more than BCBSM's approved amount for covered drugs.

## How to File a Claim

If an in-network pharmacy required you to pay for a prescription, or if you disagree with the amount you had to pay for a prescription, you may submit to us a claim form and proof of payment, including the National Drug Code (NDC) of the drug dispensed. To obtain a claim form, please refer to the "How to Reach Us" section at the back of this book for the phone number or address of the Customer Service center nearest you. Or check our website at <u>www.bcbsm.com</u>.

- Covered Drugs Obtained from an In-Network Mail-order Provider
  - When a participating or in-network mail-order provider fills a prescription for a covered drug, we
    will pay the approved amount minus your coinsurance or copayment for the drug. Payment will
    be made directly to the mail-order provider.



Specialty drugs are not covered when dispensed through participating mail order providers. See specialty drugs within your certificate for more information.

# **Medication Synchronization**

If you take more than one maintenance prescription drug, you can arrange to have your prescriptions filled at the same time.

To qualify for this service, you must meet the following criteria:

- You, your prescriber, and a pharmacist agree that synchronizing your medications for treatment of your chronic long-term care condition is in your best interest
- The prescription drugs that will be synchronized meet the following requirements:
  - Are covered under your certificate
  - Are used for the management and treatment of chronic long-term care conditions and have authorized refills available
  - If prior authorization is required, that authorization has been obtained
  - Can be split over a short fill period so that they can be synchronized

If you qualify for this service, we will allow for a supply from 1 to 29 days to be dispensed in order to synchronize your maintenance drugs.

Medication Synchronization (continued)

# **Exclusions for Medication Synchronization**

- Mail order drugs
- Select products that are subject to special fill limits
- Prescription drugs that:
  - Do not meet prior authorization requirements
  - Cannot be split into short fill periods
  - Do not meet quantity limits or dose optimization criteria
- Schedule 2-5 controlled substances
  - Exception: Anti-epileptic drugs can be synchronized



You must pay your in-network cost share for these drugs. You are also responsible for any prorated daily cost share that would apply in order to synchronize your medications. Because your medication costs may vary, please see the specific chart that explains your cost share amount for each drug.

#### **Chemotherapy Specialty Pharmaceuticals**

There are certain chemotherapy specialty drugs that need our prior authorization for us to pay for them. We only pay for these drugs when you get them from an in-network pharmacy that we identify.

This prior authorization rule applies to all chemotherapy specialty drug claims, whether in Michigan or out of the state. Your prescriber must contact BCBSM and follow our process to get prior authorization for these chemotherapy specialty drugs. Once we have all the information we need to make a decision, we will notify the prescriber. To be approved, the drugs must:

- Be FDA-approved
- Meet BCBSM's clinical criteria for treatment of the member's condition.

If prior authorization is requested, but is not approved by BCBSM, you have a right to appeal under applicable law. If the appeal fails, you will be responsible for 100% of the pharmacy's charge.

If prior authorization is not requested and received from us, we will not pay for the drug. You will be responsible for 100% of the pharmacy's charge.

# **Gender Affirming Services**

We pay for:

• Any prescribed drugs that are medically necessary for the treatment of gender dysphoria and gender affirming services.

We do not pay for:

- Prescription drugs that we consider to be cosmetic
- Prescription drugs that are experimental or investigational.

# Maximum Allowable Cost (MAC) Drugs

When you receive a generic MAC drug from an in-network pharmacy, you pay your cost share as noted in your coverage.

If the prescriber wrote "Dispense as Written" or "DAW" on the prescription, we will pay the pharmacy the approved amount for the brand name drug, after deduction of your copayment.

However, if you request a brand name drug and the prescriber did **not** write "Dispense as Written" or "DAW" on the prescription, then you must pay:

- The difference between the maximum allowable cost and the BCBSM approved amount for the brand name drug, <u>plus</u>
- Your copayment

# **Covered Drugs Obtained from an Out-of-Network Pharmacy**

If you receive covered drugs from an out-of-network pharmacy, you may have to pay additional cost share. This is described in your benefit package.

For covered drugs obtained in the United States, we will reimburse you 80% of the BCBSM-approved amount for the drug minus your copayment or other cost share. If the drug is to treat an emergency, we will reimburse you 100% of our approved amount.

For covered drugs obtained outside of the United States, we will reimburse you 100% of the approved amount, minus your copayment or other cost share.

# How to File a Claim

If an in-network or out-of-network pharmacy required you to pay for a prescription, or if you disagree with the amount you had to pay for a prescription, you may submit to us a claim form and proof of payment, including the National Drug Code (NDC) of the drug dispensed. To obtain a claim form, please refer to the "How to Reach Us" section at the back of this book for the phone number or address of the customer service center nearest you. Or check our website at <u>bcbsm.com</u>.

# **Prescription Drugs Not Covered**

- We will not pay for the following:
  - Contraceptives not required to be covered under the Patient Protection and Affordable Care Act.
  - Therapeutic devices or appliances, including, but not limited to hypodermic or disposable needles and syringes when not dispensed with the following:
    - A covered injectable drug,
    - Insulin
    - Self-administered chemotherapeutic drugs.
  - Prescription drugs for the treatment of gender dysphoria that are considered by BCBSM to be cosmetic, or prescription drug treatment that is experimental or investigational.
  - Drugs prescribed for cosmetic purposes
  - The charge for:
    - Any prescription refill that is more than the number specified by the prescriber or
    - Any refill dispensed one year after the prescription was written
  - Specialty drugs dispensed by a participating mail order provider. Specialty drugs may only be obtained from the exclusive pharmacy network for specialty drugs. See specialty drugs within your certificate for more information.
  - More than a 30-day supply of a covered drug or more than a 90-day supply of a covered drug obtained from an in-network mail order drug provider. We may make exceptions for certain maintenance drugs or for drugs whose minimal package size prevents a 30-day supply from being dispensed (e.g., inhalers).



The 30-day supply limitation also applies to prescription drugs that BCBSM defines as "specialty pharmaceuticals." We will not pay for more than a 30-day supply of a covered specialty pharmaceutical. We may make exceptions if a member requires more than a 30-day supply.

- Drugs obtained from out-of-network mail order providers, including internet providers.
- Impotence drugs:
  - If you get your prescription filled by a retail pharmacy: no more than 12 doses of an impotence drug in a 30-day period
  - If you get your prescription filled by a mail order pharmacy: no more than 36 doses in a 90day period
- Any drug we determine to be experimental or investigational
- Any covered drug entirely consumed at the time and place of the prescription

# Prescription Drugs (continued)

## Prescription Drugs Not Covered (continued)

- More than the quantities allowed per prescription of select drugs by BCBSM, unless the prescriber obtains prior authorization from BCBSM. A list of drugs that may have quantity limits is available at the BCBSM website at <u>bcbsm.com</u>.
- Anything other than covered drugs
- Diagnostic agents
- Drugs that are not labeled "FDA approved," except for state-controlled drugs and insulin, or such drugs that BCBSM designates as covered
- Any drug or device prescribed for uses or in dosages other than those specifically approved by the Food and Drug Administration. This is often referred to as the off-label use of a drug or device. (However, we will pay for such drugs and the reasonable cost of supplies needed to administer them, if the prescribing M.D. or D.O. can substantiate that the drug is recognized for treatment of the condition for which it was prescribed. See Section 7 for the criteria under "Covered Drug".) Some chemotherapeutic drugs may be subject to prior authorization review.
- Drugs obtained before the effective date of this contract, or after the contract ends
- Claims for covered drugs submitted after the applicable time limit for filing claims (see Page 162)
- Support garments or other nonmedical items
- Compounded drugs that contain any bulk chemical powders that are not approved by BCBSM
- Any vaccine given solely to resist infectious diseases (except for select immunization vaccines)
- Administration of covered drugs except for select immunization vaccines
- Non-self-administered injectable drugs (except for select immunization vaccines)
- Select chemotherapy specialty pharmaceuticals that have not been prior authorized.
- Compounded hormones
- Drugs newly approved by the FDA and not yet reviewed for coverage determination by BCBSM
- Weight loss prescription drugs containing Glucagon-Like Peptide-agonist (GLP-1) products.



This exclusion will take effect on your employer group's 2025 renewal.

Drugs not recommended by BCBSM



If a decision is made by BCBSM to approve a non-covered drug, you will be required to pay the non-preferred copayment as required by your plan

## Prescription Drugs Not Covered (continued)

 Abortion (also known as termination of pregnancy) - Services, devices, drugs or other substances for which federal funding is not available, no matter the location.

Abortion services are covered when meeting federal funding guidelines, as follows:

- In the case of a physical disorder, physical injury, or physical illness, including a lifeendangering physical condition caused by or arising from the pregnancy itself, that would, in the treating physician's opinion, place the member in danger of death unless an abortion is performed
- In the case of rape and incest when legal in the location where the service is rendered



Abortion does not include:

- Prescription drugs or devices intended to prevent a pregnancy.
- Treatment upon a pregnant member who is experiencing a miscarriage or has been diagnosed with an ectopic pregnancy.
- Treatment to preserve the life and health of the child after birth.

- Refills of prescriptions for covered drugs that exceed BCBSM's limits:

• BCBSM does not cover refills that are dispensed before 75% of the time the prescription covers has elapsed.



You fill your prescription on March 1. The prescription can be refilled every 30 days. If you get a refill before March 23 (75% of 30 days), it will not be covered.

Your prescription can be refilled every 30 days, but your coverage requires the pharmacy to dispense two 15-day supplies. Your prescription is filled on March 1 and you are given a 15-day supply. If you get a refill before March 12 (75% of 15 days), it will not be covered.

• BCBSM does not cover more refills than your prescription allows.



Your prescription can be refilled six times. If you get a seventh refill, it will not be covered.

# Prescription Drugs (continued)

## Prescription Drugs Provided by a Medical Provider

BCBSM pays for select prescription drugs that are provided by hospitals, facilities, and professional providers.

## We pay for:

• Drugs Received in a Hospital

Prescription drugs, biologicals and solutions (such as irrigation and IV solutions) administered as part of the treatment for the disease, condition or injury that are:

- Labeled FDA-approved as defined under the amended Food, Drug and Cosmetic Act and
- Used during an inpatient hospital stay or dispensed when part of covered outpatient services.
- Drugs Received in Other Locations
  - In a participating freestanding ambulatory surgery facility when directly related to surgery (see Page 112)
  - In a freestanding ESRD facility in conjunction with dialysis services (see Page 47)
  - In a participating skilled nursing facility (see Page 103)
  - As part of home health services when services are provided by a participating hospital (see Page 55)
  - When required for home infusion therapy (see Page 61)
  - In a participating hospice for the comfort of the member (see Page 57)
  - In a participating residential or outpatient substance abuse treatment facility (see Page 32).
- Drugs Administered by a Physician
  - <u>Injectable Drugs</u>: We pay for injectable drugs or biologicals and their administration. The drugs and biologicals must be:
    - FDA approved
    - Ordered or supplied by a physician, and
    - Administered by the physician or under the physician's supervision.
  - **Specialty Pharmaceuticals:** We pay for approved specialty drugs when:
    - They are administered and billed by a physician, or
      - Billed by the contracted specialty pharmacy and administered by a physician

Self-injected drugs are not covered unless approved by BCBSM.

#### - Hemophilia Medication

We will pay for hemophilia factor product and the supplies for the infusion

• Prior Authorization for Specialty Pharmaceuticals

Prior authorization is required for select specialty drugs that will be administered in select locations identified by BCBSM. These locations include, but not limited to:

- Office
- Clinic
- Home
- Outpatient Facilities

BCBSM requires prior authorization for specialty drugs for in-state and out-of-state services (See Section 6 for Prior Authorization). Your physician should contact us and follow our utilization management processes to get prior authorization for your specialty drug. We will notify your physician if the request is approved. Only FDA-approved drugs can be preauthorized. Of those drugs, we will preauthorize only the specialty drugs that meet our medical policy standards for the treatment of your condition.



If Medicare is your primary payer, your physician does not have to get prior authorization.

# **Preventive Care Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

We pay for all preventive and immunization services required under the Patient Protection and Affordable Care Act (PPACA). Because the services required under PPACA change from time-to-time, we have mentioned only some of them in this certificate. To see a complete list, go to the <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> website. You may also contact BCBSM Customer Service.

Most preventive care services are covered only when performed by an in-network provider. But, colonoscopies, mammograms, and contraceptive services are covered whether they are done by an in-network or an out-of-network provider. This section describes what we cover for preventive care services.

Locations: We pay for facility and professional services for preventive care in:

- A participating hospital
- A participating independent laboratory
- A participating facility (e.g., an ambulatory surgery center)
- An office

## We pay for:

- Related reading and interpretation of your test results
- Health Maintenance Examination

One exam per member, per calendar year

Routine Flexible Sigmoidoscopy Examination

One per member, per calendar year.

Routine Gynecological Examination

Two per member, per calendar year.

Routine Pap Smear

One per member, per calendar year, when prescribed by a physician

• Screening Mammography

One per member per calendar year to screen for breast cancer.

#### Preventive Care Services (continued)

We pay for: (continued)

Fecal Occult Blood Screening

One per member, per calendar year to detect blood in the feces or stool.

- Routine Well-Baby and Well-Child Visits
  - Eight visits for children from birth through 12 months
  - Six visits for children 13 months through 23 months
  - Six visits for children 24 months through 35 months
  - Two visits for children 36 months through 47 months
  - Well-Child visits after 47 months are limited to one per member, per calendar year under your health maintenance exam benefit.
- Routine Immunizations

We follow the recommendations of the Advisory Committee on Immunization Practices. We may also follow other sources as known to BCBSM.

We pay for all other immunizations and preventive care benefits ordered by PPACA at the time the services are performed.

Prostate Specific Antigen Screening

One per member, per calendar year.

Routine Laboratory and Radiology Services

The following services are paid once per member, per calendar year, when performed as routine screening:

- Chemical profile
- Complete blood count or any of its components
- Urinalysis
- Chest X-ray
- EKG
- Cholesterol testing
- Routine Colonoscopy

One per member per calendar year, for cancer screening

Morbid Obesity Weight Management

For a member with a BMI of 30 or above, we pay for 26 visits per member per calendar year. Visits can include nutritional counseling, such as dietician services, billed by a professional provider recognized by BCBSM.

#### Preventive Care Services (continued)

We pay for: (continued)

Tobacco Cessation Programs

Screening, counseling and select prescription drugs to help you stop smoking.

Contraceptive Services

We pay for all FDA-approved contraceptive methods as required by PPACA and consistent with the HRSA-Supported Women's Preventive Services Guidelines. Including contraceptive counseling, office visits, inpatient and outpatient facility, laboratory and physician's services.

- Voluntary sterilization of female reproductive organs including tubal ligation and related charges associated with the procedure (anesthesia, labs, etc.)
- Contraceptive Counseling

Provided during a preventive exam or counseling session

- Contraceptive Devices, Injections, and Implants
- This may also include payment for the insertion and removal of devices and contraceptive medication (if supplied by the professional provider). If you obtain the contraceptive medication from a pharmacy, we only pay the provider for the administration.
- Contraceptive Drugs

See Page 84, "Contraceptive Drugs," for contraceptive medications that are payable as required by PPACA.

Contraceptive Mobile App

One yearly subscription per member per 12 consecutive months



This mobile app must be FDA approved. Please call Customer Service for specific coverage information.

- Additional counseling and screening services, including but not limited to:
  - Genetic counselling and breast cancer genetic testing (BRCA)
  - Rh(D) incompatibility screening
  - Cervical cancer screening
  - Sexually transmitted infection screening
  - HIV counseling and screening
  - HPV screening

Preventive Care Services (continued)

#### We do not pay for:

- Screening and preventive care services that are:
  - Not listed in this certificate or
  - Not required to be covered under PPACA.

To see a complete list of the services and immunizations that must be covered under PPACA go to the <u>https://www.healthcare.gov/coverage/preventive-care-benefits/</u> website

You may also contact BCBSM Customer Service.

# **Private Duty Nursing Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

BCBSM will require prior authorization for these services. Prior authorization must be obtained by your provider. For a more detailed explanation, see *Prior Authorization* in the *General Conditions* subsection.

Locations: We pay for private duty nursing services in:

• A member's home

## We pay for:

Skilled care, up to a maximum of 16 hours per day, if the following criteria is met:

- The services are ordered by a physician, MD or DO, who is involved in the ongoing care of the member
- The member requires medically necessary skilled care
- The member requires skilled care that exceeds the scope of intermittent care
- The skilled care is given by a professional registered nurse or licensed practical nurse

## We do not pay for:

- Care given by a private duty nurse that is related to the member or lives in the member's home
- Maintenance care after the member's condition has stabilized
- More than 16 hours per day of skilled care
- Skilled care given outside the member's home
- Custodial care
- Respite care
- Lifetime care

# **Professional Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

The services listed in this section are <u>in addition</u> to all of the other services listed in this certificate. The services in this section are also payable to a professional provider.

### We pay for:

 Inpatient and Outpatient Consultations: If a physician needs help diagnosing or treating a member's condition, we pay for inpatient and outpatient consultations. They must be provided by a professional provider who has the skills or knowledge needed for the consultation.

We do not pay for staff consultations required by a facility's or program's rules.

• Therapeutic injections

# **Prosthetic and Orthotic Devices**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For durable medical equipment services, see Page 50.

Locations: We pay for prosthetic and orthotic devices while you are in:

- A participating hospital
- A participating skilled nursing facility
- An office
- A member's home

#### We pay for:

• The cost of purchasing or replacing a device

We will pay for the cost to replace a prosthetic device due to:

- A change in the patient's condition
- Damage to the device so that it cannot be restored
- Loss of the device
- The cost of developing and fitting a basic device
- Any medically necessary special features
- Repairs, limited to the cost of a new device



BCBSM covers most external prosthetic and orthotic devices that are payable by Medicare Part B. In some cases, BCBSM guidelines may be different from those of Medicare Part B. Please call your local Customer Service center for specific coverage information.

#### Prosthetic and orthotic devices must meet the following guidelines:

- Be prescribed by a physician or other provider licensed to prescribe it, and:
  - Permanently implanted in the body, or
  - Used externally, such as an artificial eye, leg or arm.
- The prescription must contain complete details including the following information:
  - Diagnosis related to the services or items provided
  - Description and quantity of all items ordered

#### Prosthetic and Orthotic Devices (continued)

#### **Provider Limitations**

To avoid out-of-network cost share, obtain your prescribed durable medical equipment, prosthetics, orthotics, and medical supplies from an in-network provider. Contact Customer Service to locate a provider in your network.

- Custom-made devices must be furnished:
  - By a provider, accredited by a Medicare-deemed accrediting organization

You may call Customer Service to confirm a provider's status.

- A participating provider with BCBSM, who is not accredited by a Medicare-deemed accrediting organization, may only provide the following devices:
  - External breast prostheses following a mastectomy which include:
    - Two post-surgical brassieres and
    - Two brassieres in any 12-month period thereafter

Additional brassieres are covered if they are required:

- Because of significant change in body weight
- For hygienic reasons
- Prefabricated custom-fitted orthotic devices
- Artificial eyes, ears, noses and larynxes
- Prescription eyeglasses or contact lenses after cataract surgery; the surgery can be for any disease of the eye or to replace a missing organic lens. Optometrists may provide these lenses.
- External cardiac pacemakers
- Therapeutic shoes, shoe modifications and inserts for persons with diabetes
- Maxillofacial prostheses (as defined in Section 7) that have been approved by BCBSM. Dentists may provide you with these devices.
- If you have an urgent need for an item that is not custom-made (e.g., wrist braces, ankle braces, or shoulder immobilizers), we will pay for the item to be provided by a M.D., D.O., or podiatric physician. Please call your local Customer Service center for information on which devices are covered.

#### Prosthetic and Orthotic Devices (continued)

#### We do not pay for:

- Hair prostheses such as wigs, hair pieces, hair implants, etc.
- Spare prosthetic devices
- Routine maintenance of a prosthetic device
- Experimental prosthetic devices
- Devices ordered or purchased prior to the certificate's effective date
- Nonrigid devices and supplies such as elastic stockings, garter belts, arch supports, and corsets
- Hearing aids

# **Radiology Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For radiology services in an ambulatory surgical facility, see Page 112.

Locations: We pay for diagnostic and therapeutic radiology services in:

- A participating hospital
- A participating facility
- An office

#### We pay for:

#### **Diagnostic Radiology Services**

- These services include facility and physician radiology services used to diagnose disease, illness, pregnancy or injury. The services must be prescribed by a professional provider. Examples of these services are:
  - X-rays
  - Radioactive isotope studies and use of radium
  - Ultrasound
  - Computerized axial tomography (CAT) scans
  - Magnetic resonance imaging (MRI)
  - Positron emission tomography (PET) scans
  - Medically necessary mammography

#### Therapeutic Radiology Services

 These services include facility and physician services to treat medical conditions by X-ray, radon, radium, external radiation or radioactive isotopes. The services must be prescribed by a professional provider.

#### We do not pay for:

• Procedures not directly related and necessary to diagnose a disease, illness, pregnancy or injury (such as an ultrasound solely to determine the sex of the fetus).

# **Skilled Nursing Facility Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Locations: We pay for facility and professional services in a participating skilled nursing facility.

#### Requirements:

We pay for an admission to a participating skilled nursing facility when:

• The member's physician provides a written confirmation indicating that skilled care is needed

#### Length of Stay

We pay <u>only</u> for the period that is necessary for the proper care and treatment of the member. The maximum length of stay is 90 days per member, per calendar year.

#### We pay for:

- A semiprivate room, including general nursing service, meals and special diets
- Special treatment rooms
- Laboratory examinations
- Oxygen and other gas therapy
- Drugs, biologicals and solutions
- · Gauze, cotton, fabrics, solutions, plaster, and other materials used in dressings and casts
- Durable medical equipment used in the facility or outside the facility when rented or purchased from the skilled nursing facility
- Physician services (up to two visits per week)
- Physical therapy (Page 79), speech language therapy services (Page 107) or occupational therapy (Page 67) when medically necessary



The physical and occupational therapy or speech language therapy services that are done in a skilled nursing facility are inpatient benefits. The combined 30-visit benefit maximums for occupational therapy, physical therapy and speech language therapy apply only when these services are provided on an <u>outpatient</u> basis.

#### Skilled Nursing Facility Services (continued)

#### We do not pay for:

- Acute care
- Custodial care
- Care for senility or developmental disability
- Care primarily for substance use disorder
- Care primarily for mental illness (other than for short-term nervous and mental conditions)
- Care provided by a nonparticipating skilled nursing facility

# Special Medical Foods for Inborn Errors of Metabolism

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

#### We pay for:

Special medical foods for the dietary treatment of inborn errors of metabolism. These foods must be prescribed by a professional provider.

#### The following criteria must be met:

- The cost of special medical foods must be higher than the cost of foods or items that are not special medical foods
- Medical documentation must support the diagnosis of a covered condition that requires special medical foods



BCBSM determines which conditions are payable

To be paid, you must submit the prescription from the treating professional provider along with receipts for your special medical food purchases to BCBSM. Mail your receipts along with a "Member Application for Payment Consideration" to:

Blue Cross Blue Shield of Michigan 600 E. Lafayette Blvd Imaging & Support Services, MC 0010 Detroit, MI 48226-2998

You can get the above-mentioned form by visiting our website at <u>www.bcbsm.com</u>. Click on "Forms" under the "Member Secured Services" tab. If you can't access the website or you have trouble finding what you need, please contact Customer Service at one of the telephone numbers listed in Section 9.

#### We do not pay for:

• Nutritional products, supplements, medical foods or any other items provided to treat medical conditions that are not related to the treatment of inborn errors of metabolism



BCBSM determines what conditions are related to inborn errors of metabolism. Diabetes mellitus is excluded as a payable diagnosis for this benefit

- Foods used by members with inborn errors of metabolism that are not special medical foods, as defined by this certificate
- Nutritional products, supplements or foods used for the member's convenience or for weight reduction programs

# Speech Language Therapy

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

Special rules apply when services are provided to treat autism spectrum disorders, see Page 20. For occupational therapy services, see Page 67. For physical therapy services, see Page 79.

Locations: We pay for facility and professional speech language therapy services in:

• A participating hospital



Inpatient therapy performed in a hospital must be used to treat the condition for which the member is hospitalized.

- Other approved facilities
- An office
- A member's home
- A nursing home, if it is the member's primary residence

#### We pay for:

- A combined maximum of 30 outpatient visits per member per calendar year
- Important: See Note below about treatment dates and initial evaluations. The combined 30visit maximum renews each calendar year. It includes all in-network and out-ofnetwork outpatient visits, regardless of location (hospital, facility, office or home), for:
  - Chiropractic mechanical traction
  - Occupational therapy
  - Physical therapy (includes physical medicine by a chiropractor)
  - Speech language therapy

If services performed in a member's home are billed by a professional provider, they will count toward the combined visit maximum.

If services performed in a member's home are billed by a home health care agency, they will not count toward the combined visit maximum (See page 55 for Home Health Care Services).



Each **treatment date** counts as <u>one visit</u> even when two or more therapies are provided and when two or more conditions are treated. For example, if a facility provides you with physical therapy and occupational therapy on the same day, the services are counted as one visit.

An initial evaluation is <u>not</u> counted as a visit. If it is approved, it will be paid separately from the visits. It will not be applied towards the visit maximum described above.

#### Speech Language Therapy (continued)

We pay for: (continued)

Speech language therapy services must be:

- Prescribed by a professional provider licensed to prescribe speech language therapy services
- Given for a condition that can be significantly improved in a reasonable and generally predictable period of time (usually about six months), or to optimize the developmental potential of the member and/or maintain the member's level of functioning
- Given by:
  - A speech language pathologist certified by the American Speech-Language-Hearing Association or by one fulfilling the clinical fellowship year under the supervision of a certified speech-language pathologist



When a speech language pathologist has completed the work for their master's degree, they begin a clinical fellowship for a year. In that year, their work is supervised by a certified speech-language pathologist.

#### We do not pay for:

 Treatment solely to improve cognition (e.g., memory or perception), concentration and/or attentiveness, organizational or problem-solving skills, academic skills, impulse control or other behaviors for which behavior modification is sought without a speech language therapy treatment plan that guides and helps to monitor the provided therapy



We <u>may</u> pay for treatment to improve cognition if the treatment is part of a comprehensive rehabilitation plan. The treatment must be necessary to treat severe speech deficits language and/or voice deficits. This treatment is for members with certain conditions that have been identified by BCBSM.

- Recreational therapy
- Treatment of chronic, developmental or congenital conditions, learning disabilities or inherited speech abnormalities



A BCBSM medical consultant may decide that speech language therapy services can be used to treat chronic, developmental or congenital conditions for some children with severe developmental speech disabilities.

- Therapy to treat long-standing, chronic conditions that have not responded to or are unlikely to respond to therapy or that is performed without a speech language therapy treatment plan
- Services provided by speech language therapy assistants or therapy aides.
- Services received from a nonparticipating hospital or nonparticipating facility

Speech Language Therapy (continued)

#### We do not pay for:

- Member education and home programs
- More than the combined 30 outpatient visits per member per calendar year.
- Services provided by a freestanding facility in a home, hospital, skilled nursing facility, psychiatric residential treatment facility or residential substance abuse treatment facility

### Surgery

See Section 2 beginning on Page 9 for what you may need to pay for these services.

For transplant services, see Page 118.

Locations: We pay for hospital, facility and professional services for surgery in:

- A participating hospital
- A participating freestanding ambulatory surgery facility
- An office

#### We pay for:

#### Presurgical Consultations

- If your physician tells you that you need surgery, you may choose to have a presurgical consultation with another physician. The consulting physician must be a MD, DO, podiatric physician or an oral surgeon.
- The consultation will be paid if the surgery you plan to have is covered under this certificate and will be done in a covered location (see above).
- You are limited to three presurgical consultations for each surgical diagnosis. The three consultations consist of a:
  - Second opinion a consultation to confirm the need for surgery
  - Third opinion allowed if the second opinion differs from the initial proposal for surgery
  - Nonsurgical opinion given to determine your medical tolerance for the proposed surgery

#### Surgery

- Physician's surgical fee
- Medical care provided by the surgeon before and after surgery while the member is in the hospital
- Visits to the attending physician for the usual care before and after surgery
- Operating room services, including delivery and surgical treatment rooms
- Sterilization procedures of female reproductive organs and male reproductive organs (whether or not medically necessary)



As part of your preventive care services, we cover voluntary sterilization of female reproductive organs (see Page 96).

#### Surgery (continued)

- Whole blood, blood derivatives, blood plasma or packed red blood cells, supplies and their administration related to surgery
- Cosmetic surgery is <u>only</u> payable when medically necessary for:
  - Correction of deformities present at birth. Congenital deformities of the teeth are not covered.
  - Correction of deformities resulting from cancer surgery including reconstructive surgery after a mastectomy
  - Conditions caused by accidental injuries
  - Traumatic scars



We will not pay for cosmetic surgery and related services that are only to improve your personal appearance.

- Dental surgery is only payable for:
  - Multiple extractions or removal of unerupted teeth or alveoloplasty when:
    - A hospitalized member has a dental condition that is adversely affecting a medical condition, and
    - Treatment of the dental condition is expected to improve the medical condition (see Page 9 for examples)
  - Surgery and treatment related to the treatment of temporomandibular joint (TMJ) dysfunction, see Page 44.
- Technical surgical assistance (TSA): In some cases, a surgeon will need another physician to give them technical assistance. We pay the approved amount for TSA, according to our guidelines. The surgery can be done in a:
  - Participating hospital (inpatient or outpatient)
  - Participating ambulatory surgery facility

A list of covered TSA surgeries is available from your local Customer Service center.

We do not pay for TSA:

- When services of interns, residents or other physicians employed by the hospital are available at the time of surgery or
- When services are provided in a location other than a hospital or ambulatory surgery facility

#### Surgery (continued)

#### Freestanding Ambulatory Surgery Facility Services

We pay for facility services in a participating ambulatory surgery center. You must be under the care of a licensed doctor of medicine, osteopathy, podiatry or oral surgery. The services must be directly related to the covered surgery.

The following services are payable:

- Use of ambulatory surgery facility
- Anesthesia services and materials
- Recovery room
- Nursing care by, or under the supervision of, a registered nurse
- Drugs, biologicals, surgical dressings, supplies, splints and casts directly related to providing surgery
- Oxygen and other therapeutic gases
- Skin bank, bone bank and other tissue storage costs for supplies and services for the removal of skin, bone or other tissue, as well as the cost of processing and storage
- Administration of blood
- Routine laboratory services related to the surgery or a concurrent medical condition
- Radiology services performed on equipment owned by, and performed on the premises of, the facility that are necessary to enhance the surgical service
- · Housekeeping items and services
- EKGs

#### We do not pay for:

• Services by a <u>nonparticipating</u> ambulatory surgery facility

# **Temporary Benefits**

We pay temporary benefits for some services when a participating professional provider, hospital or facility ends its contract with BCBSM.

#### **Professional Provider Services**

We pay temporary benefits for continuity of care services from a professional provider. These services are available for up to **90 days** from the date the professional provider ends its participating contract with BCBSM.

#### Payable Services

• Continuity of Care

#### **Coverage Requirements**

We will pay for your continued treatment after a professional provider ends its participating contract with BCBSM as required by law. These benefits are available for **up to 90 days** from the date the professional provider ends its contract with BCBSM if one of the following is true:

- You were undergoing a continued and regular course of treatment for a serious and complex condition by the provider;
- You are undergoing a course of institutional or inpatient care from the provider or facility;
- You are scheduled to undergo nonelective surgery from the provider or facility, including receiving postoperative care related to a surgery;
- You are pregnant and undergoing a course of treatment for the pregnancy from a provider; or
- You are terminally ill and receiving treatment for such illness from the provider.

Additionally, for continuity of care to apply, the following conditions must also be true:

- BCBSM paid your claims for treatment of that condition before the professional provider ended the participating contract with BCBSM, and
- The services are medically necessary and would be covered if the professional provider was a BCBSM in-network or participating provider.

#### Payment for Continuity of Care Services

We will pay our approved amount for covered services, less your in-network cost-share requirements under this certificate for up to 90 days to allow for a transition of care to an in-network provider. During this period, our paid amount less any required in-network cost share is considered as payment in full for continuity of care services.

#### **Hospital or Facility Services**

Hospitals and/or facilities are sometimes referred to as "noncontracted" hospitals or facilities.

We pay temporary benefits for some services of noncontracted hospitals or facilities. These benefits are for continuity of care, designated services, emergency care, and travel and lodging. Benefits for continuity of care are available for up to **six months** from the date the hospital or facility ends its participating contract with BCBSM. Benefits for designated services and emergency care are available for the period for as long as they are medically necessary. Benefits for travel and lodging are available for the period of time approved by BCBSM.

#### Temporary Benefits (continued)

#### Hospital and/or Facility (continued)

#### Mandatory Preapproval

<u>You</u> must obtain preapproval from BCBSM for any travel and lodging expenses before they occur. If you do not obtain preapproval, travel and lodging will not be covered and you will be responsible for these costs. Please call BCBSM to obtain preapproval (see Section 9 "How to Reach Us").

Our Customer Service representatives can provide you with the telephone number to call for preapproval (see Section 9 "How to Reach Us"). If your request for preapproval of travel and lodging is related to a bone marrow or organ transplant, ask your Customer Service representative for the telephone number of the Human Organ Transplant Program. For more information on transplants, see Page 118.

#### Payable Services

• Continuity of Care

#### Coverage Requirements

We will pay for your continued treatment in a hospital or facility after it ends its participating contract with BCBSM as required by law. These benefits are available for **up to six (6) months** from the date the hospital or facility ends its contract with BCBSM if one of the following is true:

- You were undergoing a continued and regular course of treatment for a serious and complex condition by the provider or facility;
- You are undergoing a course of institutional or inpatient care from the provider or facility;
- You are scheduled to undergo nonelective surgery from the provider or facility, including receiving postoperative care related to a surgery;
- You are pregnant and undergoing a course of treatment for the pregnancy from the provider or facility; or
- You are terminally ill and receiving treatment for such illness from the provider or facility.

Additionally, for continuity of care to apply, the following conditions must also be true:

- BCBSM paid your claims for treatment of the same condition at the hospital or facility before it ended its participating contract with BCBSM, and
- The services are medically necessary and would be covered if the hospital or facility were a BCBSM in-network or participating hospital or facility.

#### Payment for Continuity of Care Services

We will pay our approved amount for covered services, less your in-network cost-share requirements under this certificate for up to six months to allow for a transition of care to a participating hospital or facility. During this period, our paid amount less any required in-network cost share is considered as payment in full for continuity of care services.

#### **Temporary Benefits** (continued)

Hospital and/or Facility (continued)

Payable Services (continued)

#### • Designated Services and Emergency Care

#### Coverage Requirements

We will pay for designated services and emergency care that you receive from a hospital or facility that ends its contract with BCBSM when the following criteria are met:

- The services are medically necessary and would be covered if the hospital or facility were a BCBSM in-network or participating hospital or facility, and
- The hospital or facility that ends its contract with BCBSM is within 75 miles of your primary residence (this applies only to designated services)

#### Payment for Designated Services and Emergency Care

When the above coverage requirements are met, we will pay you as follows:

Designated Services

We will pay our approved amount, less your cost sharing required under this certificate. Our approved amount may be less than the bill. You may be required to pay the difference.

Emergency Care

The below method is used to determine what we pay for accidental injuries and emergency services:

- We pay a rate based on the requirements of state or federal law
- The rate we pay for emergency care may be less than the bill; you will not be required to pay the difference between what the provider charges and what we pay (See Surprise Billing in the General Conditions of Your Contract section for more information).



You will not have to pay any out-of-network cost sharing that applies to these services. However, you must pay any in-network cost sharing that applies, which is calculated based on Michigan or federal law. The cost share you pay will apply to your in-network deductible and in-network out-of-pocket maximum. In some cases, cost sharing may be waived See Section 2 for information about what cost sharing you must pay for accidental injuries and emergency services.

#### Temporary Benefits (continued)

Hospital and/or Facility (continued)

Payable Services (continued)

#### Designated Services and Emergency Care (continued)

#### Transport From a Noncontracted Area Hospital or Facility

If you are receiving designated services or emergency care in a hospital or facility that ended its contract with BCBSM, and your physician says that you are medically stable, you may choose to be transferred to the nearest participating hospital or facility that can treat your condition. We will pay our approved amount to transport you by ambulance to that hospital or facility.

If you use a nonparticipating ground ambulance service to transport you, the bill may be more than our approved amount. You may be required to pay the difference.



If you transfer to a participating out-of-network hospital or facility, you do not have to pay any out-of-network cost sharing. But, you will still have to pay for any in-network cost sharing.

BCBSM certificates will provide coverage for emergency services at nonparticipating hospitals or facilities until you are admitted and sign a form waiving your surprise billing protections. They provide you with <u>no coverage</u> if you are admitted on a nonemergency basis. If you decide to stay in a noncontracted hospital or facility and sign the form, we will pay you at the nonparticipating rate. Our rate may be less than the hospital or facility charges. You will have to pay the difference.

#### Limitations and Exclusions

- If you get services from a hospital or facility that ends its contract with BCBSM that are not designated services, we will pay only the amount we pay for nonparticipating hospital or facility services. These amounts are described in Section 2. You will have to pay the difference between what we pay and the hospital's or facility's charge. This difference may be substantial since we do not pay for nonemergency services in a nonparticipating hospital or facility.
- We will pay for ambulance transport services only if they are for an admission that is covered under this certificate. If your certificate covers nonemergency transports, you will have to pay for your cost share.

#### • Travel and Lodging

If you need to get services at an out-of-area hospital or facility, we will pay for the cost of travel and lodging if all the following are met:

- You live within 75 miles of the noncontracted area hospital or facility
- The travel and lodging are preapproved, as previously described
- You cannot reasonably get covered services from:
  - A contracted hospital or facility in your area or other participating provider within 75 miles of the noncontracted area hospital or facility, and
  - Your physician directs you to an out-of-area hospital or facility.

#### Temporary Benefits (continued)

#### Hospital and/or Facility (continued)

Payment will be subject to the following provisions:

Inpatient Services

If you need inpatient services from an out-of-area hospital or facility, we will pay a maximum of \$250 per day for the reasonable and necessary cost of travel and lodging. We will pay up to a total of \$5,000 for travel and lodging costs for each admission. Both of these maximum payment amounts will cover the combined expenses for you and the person(s) eligible to accompany you. If you spend less than \$250 per day or a total of \$5,000 for all of your travel and lodging, we will pay you the amount you actually spent. If you spend more than \$250 per day or a total of \$5,000 total for your travel and lodging expenses.

Coverage will begin on the day before your admission and end on your date of discharge. We will pay for the following:

- Travel for you and another person (two persons if the member is a child under the age of 18) to and from the out-of-area hospital or facility
- Lodging for the person(s) eligible to accompany you
- Outpatient Services

If you need outpatient services from an out-of-area hospital, facility or physician, we will pay up to \$125 for travel and lodging each time you need these services.

#### Limitations and Exclusions

- We do not pay for travel and lodging that were not preapproved, as previously described.
- Travel and lodging will be paid only after you submit your original receipts to us.
- Travel does not include an ambulance transport to an out-of-area hospital or facility.
- We do not pay for travel and lodging beyond the maximums stated above.
- We will not pay for items that are not directly related to travel and lodging, such as:

Alcoholic beverages	Charges for hospital or facility services not covered, e.g., private room	Household products	Movie rentals, Private room
Babysitters or daycare services	Clothing	Household utilities (including cell phones)	Security deposits
Books or magazines	Dry cleaning	Kennel fees	Stamps or stationery
Cable television	Flowers	Laundry services	Telephone Television Toiletries
Car maintenance	Greeting cards	Maids	Toys

- Any other services, admissions or length of stay related to any of the above exclusions
- The deductible, copayment or coinsurance requirements in this certificate do not apply to travel and lodging.

# Transplant Services

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

For general surgery services, see Page 110. For oncology clinical trials, see Page 71.

Locations: Cornea, skin and bone marrow transplants are payable when performed in a:

- We cover Participating hospital
- Participating ambulatory surgery facility

transplants of specified organs such as kidney, heart or liver (complete list on Page 122) **only** if they are done in a "designated facility". (See Section 7 for the definition of a designated facility)

#### Transplant Time Frames

We cover services for transplants, bone marrow transplants and specified human organ transplants as long as they are medically necessary and related to the preapproved transplant. Certain services have specific time frames.

#### We pay for:

Organ transplants and bone marrow transplants if the transplant recipient is a BCBSM member. Living donor and recipient transplant services are paid under the recipient's coverage.

#### Organ transplants

We pay for services performed to obtain, test, store and transplant the following human tissues and organs:

- Cornea
- Skin
- Bone marrow (described below)

We cover immunizations against common infectious diseases during the first 24 months after your transplant. We follow the guidelines of the Advisory Committee on Immunization Practices (ACIP).



The immunization benefit does **not** apply to cornea and skin transplants.

#### Transplant Services (continued)

#### Bone Marrow Transplants

Bone marrow transplants require preapproval. Once a transplant is preapproved, we cover any services you receive that are medically necessary and related to the preapproved transplant. If your transplant is not approved before you receive it, neither it nor any related services will be covered, and you will have to pay all costs.

We pay for covered services when they are directly related to:

- Two tandem transplants
- Two single transplants
- A single and a tandem transplant

For each member and for each condition, we pay the following services:

- Allogeneic Transplants
  - Blood tests on first degree relatives to evaluate them as donors
  - Search of the National Bone Marrow Donor Program Registry for a donor. A search will begin only when the need for a donor is established and the transplant is preapproved.
  - Infusion of colony stimulating growth factors
  - Harvesting (including peripheral blood stem cell pheresis) and storage of the donor's bone marrow, peripheral blood stem cell and/or umbilical cord blood, if the donor is:
    - A first degree relative and matches at least four of the six important HLA genetic markers with the member or
    - Not a first degree relative and matches five of the six important HLA genetic markers with the member. (This provision does not apply to transplants for Sickle Cell Anemia (ss or sc) or Beta Thalassemia.)



In a case of Sickle Cell Anemia (ss or sc) or Beta Thalassemia, the donor must meet BCBSM HLA genetic marker matching requirements.

- High-dose chemotherapy and/or total body irradiation
- Infusion of bone marrow, peripheral blood stem cells, and/or umbilical cord blood
- T-cell depleted infusion
- Donor lymphocyte infusion
- Hospitalization

#### Transplant Services (continued)

We pay for: (continued)

Bone Marrow Transplants (continued)

- Autologous Transplants
  - Infusion of colony stimulating growth factors
  - Harvesting (including peripheral blood stem cell pheresis) and storage of bone marrow and/or peripheral blood stem cells
  - Purging and/or positive stem cell selection of bone marrow or peripheral blood stem cells
  - High-dose chemotherapy and/or total body irradiation
  - Infusion of bone marrow and/or peripheral blood stem cells
  - Hospitalization



A tandem autologous transplant is covered only when it treats germ cell tumors of the testes, multiple myeloma, or other conditions identified by BCBSM. We pay for up to two tandem transplants or a single and a tandem transplant per member for this condition. (See Section 7 for the definition of "Tandem Transplant".)

• Allogeneic transplants and autologous transplants are covered to treat only certain conditions. Please call Customer Services for a list of these conditions.

#### Additional services for bone marrow transplants:

In addition to the conditions listed above, we will pay for services related to, or for:

- High-dose chemotherapy
- Total body irradiation
- Allogeneic or autologous transplants to treat conditions that are not experimental

This does not limit or prevent coverage of antineoplastic drugs when Michigan law requires that these drugs be covered. The coverage includes the cost of administering the drugs.

#### Transplant Services (continued)

#### Bone Marrow Transplants (continued)

#### We do not pay the following for bone marrow transplants:

- Services that are not medically necessary (see Section 7 for the definition of "medically necessary")
- Services provided in a facility that does not participate with BCBSM
- Services provided by persons or groups that are not legally qualified or licensed to provide such services
- Services provided to a transplant recipient who is not a BCBSM member
- Services provided to a donor when the transplant recipient is not a BCBSM member
- Any services related to, or for, allogeneic transplants when the donor does not meet the HLA genetic marker matching requirements
- Expenses related to travel, meals and lodging for donor or recipient
- Search of an international donor registry
- An allogeneic tandem transplant
- The routine harvesting and storage costs of bone marrow, peripheral blood stem cells or a newborn's umbilical cord blood if not intended for transplant within one year
- Experimental treatment
- Any other services or admissions related to any of the above named exclusions

#### Transplant Services (continued)

#### Specified Human Organ Transplants

Specified Human Organ Transplants require preapproval. If you do not get preapproval before you receive these services, they will not be covered and you will have to pay for them. However, once the transplant is preapproved, any services that you receive during the benefit period will be covered as long as those services are medically necessary and related to the preapproved transplant.

# These services have a specific benefit period. The benefit period begins five days before the transplant and ends one year after the transplant.

When performed in a <u>designated facility</u> (see Section 7 for a definition of "designated facility"), **we pay for** transplant of the following organs:

- Combined small intestine-liver
- Heart
- Heart-lung(s)
- Heart Kidney(s)
- Heart-Liver
- Liver
- Liver-Lung(s)
- Lung(s)
- Lobar lung
- Kidney(s)
- Pancreas
- Partial liver
- Kidney-liver
- Simultaneous pancreas-kidney
- Small intestine (small bowel)
- Multivisceral transplants (as determined by BCBSM)

We also pay for the cost of getting, preserving and storing human skin, bone, blood, and bone marrow that will be used for medically necessary covered services.

All specified human organ transplant services must be provided during the benefit period if they are going to be paid by BCBSM. The only exceptions are anti-rejection drugs and other transplant-related prescription drugs.

#### Transplant Services (continued)

Specified Human Organ Transplants (continued)

When directly related to the transplant, we pay for:

- Facility and professional services
- Anti-rejection drugs and other transplant-related prescription drugs, during and after the benefit period, as needed; the payment for these drugs will be based on BCBSM's approved amount.
- During the first 24 months after the transplant, immunizations against certain common infectious diseases are covered. Immunizations that are recommended by the Advisory Committee on Immunization Practices (ACIP) are covered by BCBSM.
- Medically necessary services needed to treat a condition arising out of the organ transplant surgery **if** the condition:
  - Occurs during the benefit period and
  - Is a direct result of the organ transplant surgery

Services to treat the condition must be a benefit under your certificate.

#### We also pay for the following:

- Up to \$10,000 for eligible travel and lodging during the initial transplant surgery, including:
  - Cost of transportation to and from the designated transplant facility for the member and another person eligible to accompany the member (two persons if the member is a child under the age of 18 or if the transplant involves a living-related donor)



In some cases, we may pay for return travel to the original transplant facility if you have an acute rejection episode. The episode must be emergent and must fall within the benefit period. The cost of the travel must still fall under the \$10,000 maximum for travel and lodging.

- Reasonable and necessary costs of lodging for the person(s) eligible to accompany the member ("lodging" refers to a hotel or motel)
- Cost of acquiring the organ (the organ recipient must be a BCBSM member.) This includes, but is not limited to:
  - Surgery to obtain the organ
  - Storage of the organ
  - Transportation of the organ
  - Living donor transplants such as kidney, partial liver, lobar lung, small bowel, and kidney transplants that are part of a simultaneous kidney transplant
  - Payment for covered services for a donor if the donor does not have transplant services under any health care plan

NOTE

 $\frac{\pi \epsilon}{\epsilon}$  We will pay the BCBSM approved amount for the cost of acquiring the organ.

#### Transplant Services (continued)

#### Specified Human Organ Transplants (continued)

Limitations and Exclusions

We do not pay for the following for specified human organ transplants:

- Services that are not BCBSM benefits
- Services provided to a recipient who is not a BCBSM member
- Living donor transplants not listed in this certificate
- Anti-rejection drugs that do not have Food and Drug Administration approval
- Transplant surgery and related services performed in a nondesignated facility



You have to pay for the transplant surgery and related services if you receive them in a nondesignated facility. If the surgery is medically necessary *and* approved by the BCBSM medical director, we will pay for it.

- Transportation and lodging costs for circumstances other than those related to the initial transplant surgery and hospitalization
- Items that are not considered by BCBSM to be directly related to travel and lodging. Examples
  include, but are not limited to:

Alcoholic beverages	Flowers, toys, gifts, greeting cards, stationery, stamps, mail/UPS services	Internet connection, and entertainment (such as cable television, books, magazines and movie rentals)	Mortgage or rent payments	Tips
Car maintenance	Furniture rental	Kennel fees	Reimbursement of food stamps	
Clothing, toiletries	Household products	Lost wages	Security deposits, cash advances	
Dry cleaning or laundry services	Household utilities (including cellular telephones)	Maids, babysitters or day care services	Services provided by family members	

- Routine storage cost of donor organs for the future purpose of transplantation
- Services prior to your organ transplant surgery, such as expenses for evaluation and testing, unless covered elsewhere under this certificate
- Experimental transplant procedures. See Section 5 for guidelines related to experimental treatment.

# **Urgent Care Services**

See Section 2 beginning on Page 9 for what you may be required to pay for these services.

We pay for physician services provided at an urgent care facility.

# Value Based Programs

See Section 2 beginning on Page 9 for what you may need to pay for these services.

See Section 7 for the definitions of Provider-Delivered Care Management (PDCM) and Total Care (TC).

#### **Provider-Delivered Care Management (PDCM)**

PDCM services are covered <u>only</u> when they are performed in Michigan by BCBSM designated providers. Under PDCM, a care manager will coordinate your care.

#### This section describes what we cover under PDCM.

<u>Locations</u>: We pay for professional services for PDCM in the following locations, subject to the conditions described below:

- An office
- A participating outpatient hospital
- A participating facility
- Other locations as designated by BCBSM

#### We pay for:

Care management services identified by BCBSM <u>only</u> when performed by a BCBSM-designated provider in Michigan.

PDCM services may include:

- Telephone, individual face-to-face, and group interventions
- Medication assessments to identify:
  - The appropriateness of the drug for your condition
  - The correct dosage
  - When to take the drug
  - Drug Interactions
- Setting goals by your primary care physician (PCP), your care manager, and yourself to help you manage your health better



Covered services are subject to change.

#### Value Based Programs (continued)

We pay for (continued)

PDCM services may include: (continued)

Most PDCM services include support for setting goals and ensuring member participation. We encourage in-person contact between you and your care managers.

#### Eligibility

You are eligible to receive PDCM services if you have:

- Active BCBSM coverage
- Agreed to actively participate with PDCM
- A referral for care management services from your physician

Your physician will determine your eligibility and refer you for care management services based on factors, such as your:

- Diagnosis
- Admission status
- Clinical status

#### **Termination of Provider- Delivered Care Management**

You may opt-out of PDCM at any time. BCBSM may also terminate PDCM services based on:

- Your nonparticipation in PDCM
- Termination or cancellation of your BCBSM coverage
- Other factors

#### We do not pay for:

- Services performed by providers who are not designated as PDCM providers
- Services performed by providers outside the state of Michigan



For more information on PDCM services, contact BCBSM Customer Service.

#### Value Based Programs (continued)

### Total Care (TC)

TC services are covered only when they are performed by designated providers outside the state of Michigan and the member has an established relationship with the designated provider. Designated providers are identified by the local Blue Cross/Blue Shield plan in the state where the TC services are performed.

#### This section describes what we cover under TC.

Locations: We pay for professional services for TC in the following locations, subject to the conditions described below:

- An office
- A participating outpatient hospital
- A participating facility
- Other locations as designated by the local Blue Cross/Blue Shield plan in the state where the services are provided

#### We pay for:

Services of out-of-state, providers who are designated by their local Blue Cross/Blue Shield plan to provide care management services

TC services may include:

- Telephone, individual face-to-face, and group interventions
- Medication assessments to identify:
  - The appropriateness of the drug for your condition
  - The correct dosage
  - When to take the drug
  - **Drug Interactions**
- Setting goals by your primary care physician (PCP), your care manager, and yourself to help you manage your health better



**NOTE** Covered services are subject to change.

Most TC services include support for setting goals and ensuring member participation. We encourage in-person contact between you and your care managers.

#### Value Based Programs (continued)

Total Care (TC) (continued)

#### Eligibility

You are eligible to receive TC services if you have:

• Active BCBSM coverage

Your physician will determine your eligibility and refer you for care management services based on factors, such as your:

- Diagnosis
- Admission status
- Clinical status

#### **Termination of Total Care**

You may opt-out of TC at any time. The local Blue Cross/Blue Shield plan may also terminate TC services based on:

- Your nonparticipation in TC
- Termination or cancellation of your BCBSM coverage
- Other factors

#### We do not pay for:

- Services performed by providers who are not designated by the local Blue Cross/Blue Shield plan as TC providers
- Services performed in Michigan

NOTE For m

For more information on TC services, contact BCBSM Customer Service.

# **Section 4: How Providers Are Paid**

This section explains how BCBSM pays its providers and the people or facilities that provide services or supplies related to your medical care. They include, but are not limited to, hospitals, facilities, physicians, licensed labs, and health care professionals. Facilities include providers such as outpatient physical therapy facilities, clinics, ambulatory surgical centers, residential and outpatient substance use disorder facilities. Health care professionals include providers that are not physicians, such as certified nurse midwives, physical therapists, audiologists, labs, home health care and home infusion care providers.

Our PPO payment policy is shown in the chart below.

PPO In-	In-network PPO providers have an agreement with BCBSM to provide services	
Network	through the BCBSM PPO program. They have agreed to accept BCBSM's	
Providers	approved amount as payment in full for the covered services they provide.	
	BCBSM sends payment directly to in-network providers.	
Out-of-Network		
Providers	services through the BCBSM PPO program.	
	If you get services from an out-of-network provider, BCBSM will treat those	
	services as out-of-network. Not all services are covered out-of-network.	
	Before you make an appointment with an out-of-network provider, you will need to	
	find out if they are a participating or a nonparticipating provider with BCBSM.	
	<u>Here's why:</u>	
	• <b>Participating providers</b> — BCBSM sends payment of its approved amount	
	directly to participating providers. They accept this payment amount as	
	payment in full.	
	Nonparticipating physicians and other health care professionals —	
	BCBSM may send payment directly to you, and you may need to pay the	
	provider. (See Surprise Billing in the General Conditions of Your Contract	
	section for more information).	
	Nonnerticinating begaitele DODOM dage net new fer convices from	
	Nonparticipating hospitals — BCBSM does not pay for services from	
	nonparticipating hospitals unless it's to treat accidental injuries or medical	
	emergencies. Otherwise, you will need to pay most of the hospital's charges	
	yourself.	
	Nonparticipating facilities — BCBSM does not pay for services from	
	nonparticipating facilities	

BCBSM has agreements with different types of providers. Each type of provider has separate payment practices. In this section we describe payment practices for:

- PPO In- Network Providers
- Out-of-Network Providers
- BlueCard<sup>®</sup> PPO Program

- Negotiated (non-BlueCard Program) National Account Arrangements
- Blue Cross Blue Shield Global Core
   Program

# **PPO In-Network Providers (Hospitals, Facilities, Physicians and Health Care Professionals**

# How They Are Paid

Step 1	Step 2	Step 3
Services	Approved amount	Provider Payment
You receive covered services from a PPO in-network provider.	The provider accepts BCBSM's approved amount minus your in-network cost share as payment in full for the covered services.	BCBSM sends payment (the approved amount minus your in-network cost share) directly to the in-network provider.

# What We Pay and What You Pay

We pay:	You pay for:	You do not pay for:
The approved amount minus what you must pay	<ul> <li>In-network deductibles and coinsurances</li> <li>Services not covered by your contract</li> <li>Services that we determine are not medically necessary or that are experimental</li> </ul>	<ul> <li>Services that are not covered because we determined that the provider did not have the required credentials or privileges to perform the services, or the provider did not comply with our policies when providing the services</li> </ul>
	<ul> <li>You may be billed only if:</li> <li>You acknowledge in writing before you receive the service that we will not cover it because it is not medically necessary or it is experimental, and you agree to pay for the service, and</li> <li>The provider gives you an estimate of what the services will cost you.</li> <li>Services when you do not give your provider the claim information in a timely manner. See Section 6 for timely filing.</li> </ul>	<ul> <li>An overpayment we make to the provider</li> <li>The difference between what we pay and what the provider charges</li> </ul>

# Out-of-Network Participating Providers (Hospitals, Facilities, Physicians and Health Care Professionals Not in the PPO Network)

# **How They Are Paid**

Step 1	Step 2	Step 3
Services	Approved amount	Provider Payment
You receive covered services from an out-of- network participating provider.	The provider accepts BCBSM's approved amount minus your out- of-network cost share as payment in full for the covered services.	BCBSM sends payment (the approved amount minus your out of-network cost share) directly to the provider.

# What We Pay and What You Pay

We pay:	You pay for:	You do not pay for:
The approved amount minus what you must pay	<ul> <li>Out-of-network deductibles and coinsurances</li> <li>Services not covered by your contract</li> <li>Services that we determine are not medically necessary or that are experimental</li> <li>You may be billed only if:         <ul> <li>You acknowledge in writing before you receive the service that we will not cover it because it is not medically necessary or it is experimental, and you agree to pay for the service, and</li> <li>The provider gives you an estimate of what the service will cost you</li> </ul> </li> <li>Services when you do not give your provider the claim information in a timely manner. See Section 6 for timely filing.</li> </ul>	<ul> <li>Services that are not covered because we determined that the provider did not have the required credentials or privileges to perform the services, or the provider did not comply with our policies when providing the services</li> <li>An overpayment we make to the provider</li> <li>The difference between what we pay and what the provider charges</li> <li>Out-of-network cost-sharing requirements for the following services:         <ul> <li>Exam and treatment for a <i>medical emergency or accidental injury</i> in the outpatient department of a hospital, urgent care center or physician's office</li> <li>Treatment from a provider for which there is no PPO network.</li> <li>Services from an out-of-network provider in an area of Michigan that we consider a "low-access area" for the provider's specialty.</li> <li>You are responsible for your innetwork cost share for these services.</li> </ul> </li> </ul>

Out-of-Network Participating Providers (Hospitals, Facilities, Physicians and Health Care **Professionals Not in the PPO Network)** (continued)

In limited instances, you may not have to pay your out-of-network deductible or coinsurance for:

- Select professional services performed by out-of-network providers in an in-network hospital, participating freestanding ambulatory surgery facility or any other location identified by BCBSM, or
- The reading and interpretation of select routine or screening services when an in-network provider performs the service, but an out-of-network provider does the analysis and interprets the results.



If one of the above applies and you do not have to pay the out-of-network cost share, you will still need to pay the <u>in-network</u> cost share.

If you need to know when you will not have to pay your out-of-network cost share, you may contact BCBSM (see Section 9).

# Out-of-Network Nonparticipating Providers (Physicians and Health Care Professionals Not in the PPO Network)

If the out-of-network provider is nonparticipating, you may need to pay most of the charges yourself. Your bill could be substantial. After paying your provider, you may need to submit a claim to us.

## How They Are Paid

Step 1	Step 2	Step 3
Services	Approved Amount	Provider Payment
You receive covered services from an out-of-network nonparticipating professional provider.	The provider does not agree to accept BCBSM's approved amount and your out-of-network cost share as payment in full for covered services.	BCBSM sends payment (the approved amount minus your out-of-network cost share) directly to you. Unless otherwise noted in Surprise Billing, you pay the provider.

# What We Pay and What You Pay

We pay:	You pay for:	You do not pay for:
The approved amount minus what you must pay	<ul> <li>Out-of-network deductibles and coinsurances, unless otherwise noted in Surprise Billing and</li> <li>*The difference between what the provider charges and what we pay, unless otherwise noted in Surprise Billing (This amount is not applied toward your out-of- network cost-sharing requirements).</li> <li>Services not covered by your contract</li> <li>Services that we determine are not medically necessary or that are experimental</li> </ul>	<ul> <li>Out-of-network cost-sharing requirements for the following services:</li> <li>Covered services in emergency and certain non-emergency situations as specified by state and federal law (see Surprise Billing in the General Conditions of Your Contract section for more information)</li> <li>Treatment from a provider for which there is no PPO network</li> <li>Services from an out-of-network provider in an area of Michigan that we consider a "low-access area" for the provider's specialty</li> <li>You are responsible for your in- network cost share for these services.</li> </ul>

# Out-of-Network Nonparticipating Providers (Physicians and Health Care Professionals Not in the PPO Network) (continued)

To receive payment for certain covered services provided by a nonparticipating provider, you may need to send us a claim. Call Customer Service (see Section 9) for information on filing claims.



Some nonparticipating professional providers may agree to provide specific services on a claim-by-claim basis. This means that they will accept our payment, after your deductibles and coinsurances have been met, as payment in full for a service they have provided. The provider may submit a claim to us and we will send the payment to the nonparticipating provider.

The out-of-network nonparticipating providers listed below do <u>not</u> participate with BCBSM on a per claim basis:

- Independent physical therapists
- Certified nurse practitioners
- Clinical nurse specialists-certified
- Independent occupational therapists
- Independent speech and language pathologists
- Audiologists
- Athletic trainers
- Genetic counselors

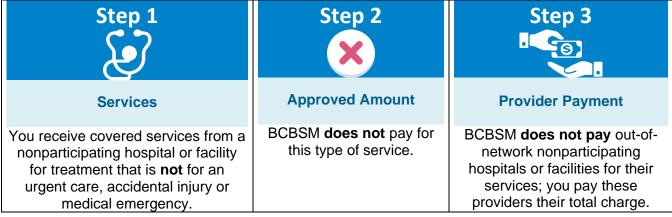


If you receive services that require preapproval from a provider who does not participate with us, and the provider does not get the preapproval before those services are received, you may have to pay the bill yourself. We will not pay for it. It is important to make sure that the nonparticipating provider gets that preapproval before you receive the services.

Providers who do not participate with "us" and "nonparticipating provider" can include out-of-state providers; regardless of their participation with the plan where your services are being rendered.

# **Out-of-Network Nonparticipating Hospitals and Facilities Performing Non-Emergency Services**

# How They Are Paid



# **Out-of-Network Nonparticipating Hospitals and Facilities Performing Emergency** Services

# How They Are Paid

Step 1	Step 2	Step 3
Services	Approved Amount	Provider Payment
You receive covered services from a nonparticipating hospital or facility for urgent care, treatment of an accidental injury or medical emergency.	*The provider accepts BCBSM's payment as payment in full	*BCBSM sends payment minus your in-network cost share to the provider.

# What We Pay and What You Pay

We pay for:	You pay:	You do not pay for:
The approved amount minus your in-network cost share for the treatment of an urgent care, emergency services or accidental injury.	In-network deductibles     and coinsurances	<ul> <li>Out-of-network cost-sharing requirements for the following services:         <ul> <li>*Covered services necessary to treat your condition as specified by state and federal law</li> <li>The difference between what the provider charges and what we pay</li> </ul> </li> </ul>

\*See Surprise Billing in the General Conditions of Your Contract section for more information.

### **Nonparticipating Hospitals and Facilities**

BCBSM does not pay for nonemergency services at nonparticipating:

- Hospitals
- Residential substance abuse treatment facilities
- Outpatient physical therapy facilities
- Outpatient psychiatric care facilities
- Outpatient substance abuse treatment facilities
- Psychiatric residential treatment facilities
- Freestanding ESRD facilities
- Home health care agencies
- Hospice programs
- Long-term acute care hospitals
- Skilled nursing facilities, or
- Ambulatory infusion centers or home infusion providers.

If you need to know if a provider participates, ask your provider, the provider's admitting staff, or call us. (See Section 9).

# BlueCard<sup>®</sup> PPO Program

We participate in inter-plan arrangements with other Blue Cross and/or Blue Shield plans. These agreements operate under rules and procedures issued by the Blue Cross Blue Shield Association. This program offers medical benefits to Blue Cross and/or Blue Shield members when they are out of their local service area, such as out of state. The Blue Cross and/or Blue Shield plan that pays for those covered services for you is your Host Plan. BCBSM will pay the Host Plan for the services it covered. However, the Host Plan is responsible for contracting with its participating providers and making sure they receive payment.

All types of claims can be processed through these inter-plan arrangements, except for the following:

- Dental care claims that are not paid as medical claims/benefits.
- Prescription drug benefits or vision care benefits that are administered by a third party contracted by BCBSM to provide those specific service or services.

### BlueCard PPO Network Providers

If you receive covered services from Host Plan PPO network provider:

- The provider will file your claim with the Host Plan
- The Host Plan will pay the provider according to its contract with the provider.

Network status is not based on provider participation with BCBSM. It is based on participation with the Plan where the services were provided.

When you receive covered services outside our service area and the claim is processed through the BlueCard Program, your deductible, copayment and coinsurance and will be based on the lower of:

- The amount the provider charged for your services or
- The negotiated price that the Host Plan has made available to us

This "negotiated price" will be one of the following:

- A simple discount that reflects an actual price that the Host Plan pays to your provider.
- An estimated price that takes into account special arrangements with your provider or provider group that may include settlements, incentive payments, and/or other credits or charges.
- An average price based on a discount that results in expected average savings for similar types of providers after taking into account the same types of transactions as with an estimated price.

### BlueCard PPO Program (continued)

The Host Plan will determine what pricing it will use. The Host Plan can negotiate with the provider to determine the price for each service. However, under the terms of the BlueCard Program, the price the Host Plan uses will be the final price that you are responsible for. There will be no pricing adjustment once that price has been determined.

Estimated and average pricing also include adjustments we may need to make to estimates of past pricing for transaction changes noted above. These adjustments will not affect the price we pay for your claim because they are not applied to claims already paid.

Laws in other states may require the Host Plan to add a surcharge to your claim. If you receive services in a state that imposes such a fee, we will calculate what you need to pay according to the applicable laws of that state.



BCBSM may process claims for covered services through a negotiated account arrangement with one or more Host Plans as an alternative to BlueCard. In those instances, the negotiated terms will determine the payment amount. Your cost share will be calculated based on the negotiated priced or the lower of either the billed amount or the negotiated price.

We have included a factor for bulk distributions from Host Plans in your premium for Value-Based Programs when applicable under this agreement.

If your coverage contains reference-based benefits, special rules apply. Reference-based benefits are those that have dollar limits for specific procedures. These limits are based on a Host Plan local market rates. You will be responsible for paying the amount the provider bills above the specific reference benefit limit for a given procedure. For a participating provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a nonparticipating provider, that amount will be the difference between the provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a provider's billed charge, you will incur no additional liability, other than any applicable cost sharing required in your certificate or riders.

### BlueCard PPO Out-of-Network Providers

If the provider is <u>not</u> a Host Plan PPO network provider and does not participate with the Host Plan, we may only pay our out-of-network provider amount, and you may be responsible for the difference, unless:

• You needed care for an accidental injury or a medical emergency (see Section 7 for the definition of emergency services).

BlueCard PPO providers may not be available in some areas. In areas where they are not available, you can still receive BlueCard PPO benefits if you receive services from a BlueCard participating provider. The Host Plan must notify BCBSM of the provider's status.

#### BlueCard PPO Program (continued) Nonparticipating Providers Outside Our Service Area

An out-of-area provider that does not participate with the Host Plan may require you to pay for services at the time they are provided. If they do:

- Call your customer service representative at one of the numbers listed in Section 9: "How to Reach Us" for information on filing claims.
- Submit an itemized statement to us for the services.
- We will pay you the amount stated in this certificate for covered services provided by a nonparticipating provider. We do not pay for services of the nonparticipating facility providers listed on Page 134. We provide very limited coverage for the services of nonparticipating hospitals.

# In certain situations, you are responsible for the out-of-network deductible, copayment and/or coinsurance payments that are covered in this certificate.

To find out if an out of area provider is a BlueCard provider please call 1-800-810-BLUE (2583).

You may also visit the BlueCard Doctor and Hospital Finder website at <u>www.bcbs.com</u> to see a list of participating providers.

### **Member Liability Calculation**

When you receive covered services outside of our service area from nonparticipating providers, the amount you pay for these services will generally be based on either:

- What the Host Plan pays its nonparticipating providers or
- The price required by applicable state or federal law

In these cases, you may have to pay the difference between the amounts the nonparticipating provider bills and the amount that BCBSM paid for the service.

Exceptions:

In some situations, we may use other payment methods to determine the amount we will pay for services rendered by nonparticipating providers.

These methods may include:

- Billed covered charges
- The payment we would make if the services were provided in our service area
- A special negotiated payment

In these cases, you may have to pay the difference between the amounts the nonparticipating provider bills and the amount we will pay for the covered services.

### **BlueCard PPO Program** (continued) Specialty Providers in the BlueCard Program

The Host Plan can pay for you to get medical care from providers who offer special services (e.g., Allergist, Chiropractor, podiatric physician) within the Host Plan's area, even if the provider offers a specialty that BCBSM does not cover. As long as the Host Plan contracts with the specialty provider, the services they provide to you will be paid.

### BlueCard PPO Program Exceptions

The BlueCard PPO Program will not apply if:

- The services are not a benefit under this certificate
- This certificate excludes coverage for services performed outside of Michigan
- The provider specialty is not covered by BCBSM or the Host Plan.
- The Blue Cross and/or Blue Shield plan does not participate in the BlueCard PPO Program
- You require the services of a provider whose specialty is not part of the BlueCard PPO Program or
- The services are performed by a vendor or provider who does not have a contract with BCBSM for those services.

# Negotiated (non-BlueCard Program) Arrangements

As an alternative to the BlueCard Program, we may process your claims for covered services through an arrangement that we have negotiated with a Host Plan.

The amount you pay for covered services under this arrangement will be calculated based on the:

- Negotiated price or
- Lower of either the billed charges or the negotiated price that the Host Plan has made available to us

# Blue Cross Blue Shield Global Core Program

If you are living or traveling outside of the United States, the Blue Cross Blue Shield Global Core Program will assist you in getting covered health care services. This program provides access to a worldwide network of inpatient, outpatient and professional providers and it also includes claims support services.

The Blue Cross Blue Shield Global Core Program is different from the BlueCard PPO Program in certain ways. For example, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of health care providers, the network does not have Host Plans.



A PPO network is not available outside the United States.

In this section, references to participating or nonparticipating providers mean they participate or do not participate in the Blue Cross Blue Shield Global Core Program.

### Medical Assistance Services

If you need medical services while traveling or living outside of the United States, contact the service center at:

- 1-800-810-BLUE (2583) or
- Call 804-673-1177 collect, if you are calling from outside the United States

The center's staff will help you get the information about participating hospitals, physicians and medical assistance services. If you do not contact the service center, you may have to pay for all of the services that you receive.

### <u>Coverage for Blue Cross Blue Shield Global Core Participating Hospitals</u> Inpatient Hospital Services

- If you need to be admitted to a hospital as an inpatient, call the service center to arrange for cashless access with a participating hospital. Cashless access means that you will only have to pay the in-network deductible(s) and copayment(s) for all covered services when you are admitted to the hospital. The hospital will file the claim with the service center for you.
- You are responsible for:
  - In-network deductible(s), copayment(s) and coinsurances
  - The payment of noncovered services
  - If you do not contact the service center to get cashless access and an approval from BCBSM, you may be responsible for paying all of the cost for all of the services that you receive.
  - Submitting the international claim form(s), if you did not get cashless access
    - Forms are available from BCBSM, the service center or online at <u>www.bcbsglobalcore.com</u>.

It is your responsibility to contact BCBSM and get preapproval for the services you will receive.

### Blue Cross Blue Shield Global Core Program (continued) Coverage for Blue Cross Blue Shield Global Core Participating Hospitals (continued)

**Outpatient Hospital Services** 

- You are responsible for:
  - Paying for all of the outpatient services at the time they are provided
  - Submitting the international claim form(s)
    - Forms are available from BCBSM, the service center or online at <u>www.bcbsglobalcore.com</u>.
  - Providing copies of the medical record, itemized bill, and proof of payment with the claim form.
     BCBSM will only pay for covered services.

### Coverage for Blue Cross Blue Shield Global Core Nonparticipating Hospitals

### Inpatient Hospital Services

- If you need to be admitted to a nonparticipating hospital as an inpatient, call the service center to get a referral for cashless access. Cashless access means that you will only have to pay the out-of-network deductible(s) and copayment(s) for all covered services you receive when you are admitted to the hospital. The hospital will file the claim with the service center for you.
- You are responsible for:
  - Out-of-network deductible(s), copayment(s) and coinsurances
  - The payment of noncovered services
  - If you set up cashless access, you will be responsible for the out-of-network deductible(s) and copayment(s) and non-covered services
  - If you do not contact the service center to get cashless access and an approval from BCBSM, you may be responsible for paying all of the cost for all of the services that you receive.
  - Submitting the international claim form(s), if you did not get cashless access
    - Forms are available from BCBSM, the service center or online at <u>www.bcbsglobalcore.com</u>.
  - Providing copies of the medical record, itemized bill, and proof of payment with the claim form.
     BCBSM will only pay for covered services.

It is your responsibility to contact BCBSM and get preapproval for the services you will receive.

### Blue Cross Blue Shield Global Core Program (continued)

### Coverage for Blue Cross Blue Shield Global Core Nonparticipating Hospitals (continued)

**Outpatient Hospital Services** 

- You are responsible for:
  - Paying for all outpatient services at the time they are provided
  - Submitting the international claim form(s)
    - Forms are available from BCBSM, the service center online at <u>www.bcbsglobalcore.com</u>.
  - Providing copies of the medical record, itemized bill, and proof of payment with the claim form.
     BCBSM will only pay for covered services.

### Emergency Services at Participating or Nonparticipating Hospitals

- In the case of an emergency, you should go to the nearest hospital. If you are admitted, follow the process for inpatient hospital services.
- If you are not admitted to the hospital, you must pay for all professional and outpatient services at the time they are provided.
- You are responsible for submitting the international claim form(s).
  - Forms are available from BCBSM, the service center or online at <u>www.bcbsglobalcore.com</u>.
- You must provide copies of your medical record, the itemized bill, and proof of payment along with the claim form. BCBSM will only pay for covered services.

### Blue Cross Blue Shield Global Core Professional Services

- You are responsible for payment of all professional services at the time they are provided.
- You are also responsible for submitting the international claim form(s).
  - Forms are available from BCBSM, the service center or online at <u>www.bcbsglobalcore.com</u>.
- You must provide copies of your medical record, itemized bill, and proof of payment with the claim form. BCBSM will only pay for covered services.

# Section 5: General Services We Do Not Pay For

The services listed in this section are <u>in addition</u> to all other **nonpayable** services stated in this certificate.

### We do not pay for

- Noncontractual services that are described in your case management treatment plan, if the services have not been approved by BCBSM.
- Services performed in Michigan from participating or nonparticipating providers who are not registered with BCBSM.
- Non-emergency and non-urgent care services for members traveling outside of the United States. Coverage for members traveling outside of the United States is limited to medical emergencies and urgent care services.
- Treatment programs that have predetermined or fixed lengths of care
- Gender affirming services, including prescription drug treatments, that BCBSM considers to be cosmetic, or treatment that is experimental or investigational.
- Abortion (also known as termination of pregnancy) Services, devices, drugs or other substances for which federal funding is not available, no matter the location.

Abortion services are covered when meeting federal funding guidelines, as follows:

- In the case of a physical disorder, physical injury, or physical illness, including a lifeendangering physical condition caused by or arising from the pregnancy itself, that would, in the treating physician's opinion, place the member in danger of death unless an abortion is performed
- In the case of rape and incest when legal in the location where the service is rendered



Abortion does not include:

- Prescription drugs or devices intended to prevent a pregnancy.
- Treatment upon a pregnant member who is experiencing a miscarriage or has been diagnosed with an ectopic pregnancy.
- Treatment to preserve the life and health of the child after birth.
- Court ordered services
- Routine eye exams or hearing tests (unless they are related to illness, injury, or pregnancy)
- Reversal of voluntary sterilization of male reproductive organs

### We do not pay for: (continued)

- Hospital admissions for services that are not acute, such as:
  - Basal metabolism tests
  - Cobalt or ultrasound studies
  - Convalescence or rest care
  - Convenience items
  - Dental treatment, including extraction of teeth, except as otherwise noted in this certificate
  - Diagnostic evaluations
  - Electrocardiography
  - Lab exams
  - Observation
  - Weight reduction
  - X-ray, exams or therapy
  - Those mainly for physical therapy, speech language therapy services or occupational therapy
- Hospital services that we do not pay for:
  - Services that may be medically necessary but can be provided safely in an outpatient or office location
  - Custodial care or rest therapy
  - Psychological tests if used as part of, or in connection with, vocational guidance training or counseling
  - Outpatient inhalation therapy
  - Sports medicine, member education or home exercise programs
- Facility services that we do not pay for:
  - Facility services you receive in a convalescent and long-term illness care facility, nursing home, rest home or similar nonhospital institution



If a nursing home is your primary residence, then we will treat that location as your home. Under those circumstances, services that are payable in your home will also be covered when provided in a nursing home when performed by health care providers other than the nursing home staff.

- Professional provider services that we do not pay for:
  - Services, care, supplies or devices not prescribed by a physician
  - Self-treatment by a professional provider and services performed by the provider to parents, siblings, spouse or children

### We do not pay for: (continued)

### Professional provider services that we do not pay for: (continued)

- Services for cosmetic surgery when performed primarily to improve appearance, except for those conditions listed on Page 111
- Weight loss programs (unless covered elsewhere in this certificate or otherwise required by law)
- Services provided during nonemergency medical transport
- Experimental treatment
- Hearing aids or services to examine, prepare, fit or obtain hearing aids
- Prescription drug compounding kits or services provided to you related to the kits
- Services provided by persons who are not eligible for payment or not appropriately credentialed or privileged. Providers who are not legally authorized or licensed to order or provide such services.



If a participating BCBSM PPO in-network provider has not been credentialed or privileged by BCBSM to perform a service, they will be financially responsible for the entire cost of the service. They cannot bill you for their services. They also cannot bill you for any deductibles, or coinsurance amounts.

If you decide to get medical services from a nonparticipating out-of-network provider, who is not credentialed or privileged to perform those services, you will have to pay for the entire cost of the service.

- Services to examine, prepare, fit or obtain eyeglasses or other corrective eye appliances, unless you lack a natural lens
- Services for eye surgeries such as, but not limited to, LASIK, PRK, or RK performed to correct visual acuity
- Alternative medicines or therapies (such as acupuncture, herbal medicines and massage therapy)
- Infertility services that do not treat a medical condition other than infertility. This can include services such as:
  - Artificial insemination
  - Sperm washing
  - Post-coital test
  - Monitoring of ovarian response to ovulatory stimulants
  - In vitro fertilization
  - Ovarian wedge resection or ovarian drilling
  - Reconstructive surgery of one or both fallopian tubes to open the blockage that causes infertility
  - Diagnostic studies done for the sole purpose of infertility assessment
  - Any procedure done to enhance reproductive capacity or fertility

NOTE

You or your physician can call us to determine if other proposed services are a covered benefit under your certificate.

### We do not pay for: (continued)

### Professional provider services that we do not pay for: (continued)

- Sports medicine, member education (except as otherwise specified) or home exercise programs
- Screening services (except as otherwise stated)
- Rest therapy or services provided to you while you are in a convalescent home, long-term care facility, nursing home, rest home or similar nonhospital institution



If a nursing home is your primary residence, then we will treat that location as your home. Under those circumstances, services that are payable in your home will also be covered when provided in a nursing home when performed by health care providers other than the nursing home staff.

 Non-contractual services described in your case management treatment plan when such services have not been approved by BCBSM.

# **Section 6: General Conditions of Your Contract**

This section explains the conditions that apply to your certificate. They may make a difference in how, where and when benefits are available to you.

# Assignment

Benefits covered under this certificate are for your use only. They cannot be transferred or assigned. Any attempt to assign them will automatically terminate all your rights under this certificate. You cannot assign your right to any payment from us, or for any claim or cause of action against us, to any person, provider, or other insurance company.

We will not pay a provider except under the terms of this certificate.

# **Changes in Your Address**

Your employer or group must notify us of any changes in your address. An enrollment/change of status form should be completed when you change your address.

# **Changes in Your Family**

Your employer or group must notify us of any changes in your family. Changes include marriage, divorce, birth, death, adoption, gaining a dependent due to court order, child support order, or foster care placement or the start or end of military service.

You must complete an enrollment/change of status form and give it to your employer or group. We must receive notice from your employer or group within 30 days of when a dependent or spouse is removed from your coverage and within 31 days of when a dependent or spouse is added. Any coverage changes take effect on the date of the event.

# **Changes to Your Certificate**

BCBSM employees, agents or representatives cannot agree to change or add to the benefits described in this certificate.

- Any changes must be approved by BCBSM and the Michigan Department of Insurance and Financial Services.
- We may add, limit, delete or clarify benefits in a rider that amends this certificate. If you have riders, keep them with this certificate.

# Coordination of Benefits

We coordinate benefits payable under this certificate per Michigan's Coordination of Benefits Act.

# Coordination of Coverage for End Stage Renal Disease (ESRD)

If you have ESRD, you may be eligible to receive Medicare benefits prior to age 65. However, you need to have worked long enough to qualify for social security benefits. If you are eligible for Medicare because you have ESRD, we coordinate with Medicare to pay for your ESRD treatment.

It is important for you to apply for Medicare coverage if you have ESRD and you satisfy Medicare eligibility requirements; otherwise, you will be responsible for paying the cost of your ESRD treatment. (See Section 6 for "Services That are Not Payable".) You can apply for Medicare through the Social Security Administration. To read more about signing up for Medicare, visit: <u>End-Stage Renal Disease</u> (<u>ESRD</u>) | <u>Medicare</u>.

### When Medicare Coverage Begins

The Medicare waiting period affects when your Medicare coverage begins. The **Medicare waiting period** is three months after you begin dialysis. Your Medicare coverage will start on the first day of the fourth month of your dialysis treatment.



Dialysis begins February 12. Medicare coverage begins May 1.

Medicare Waiting Period Exceptions

All or part of the Medicare waiting period is <u>waived</u> if one of the following occurs:

- If you participate in self-dialysis training during the first three months of your regular course of dialysis, and your doctor expects you to be able to do your own dialysis treatments upon the completion of training, then Medicare coverage may begin the first day of the month you begin a regular course of dialysis; or
- If you are admitted to the hospital for a kidney transplant or services related to the kidney transplant, then Medicare coverage begins the first day of the month you are admitted. However, you must receive your transplant within the following two months of being admitted to the hospital and the hospital must be approved by Medicare.



If your transplant is delayed more than two months after you are admitted to the hospital, then Medicare coverage begins two months before the month of your transplant.

### When BCBSM Coverage is the Primary or Secondary Plan

This is an overview of how BCBSM coverage works as a primary or secondary plan for members with ESRD and BCBSM group coverage. To read more about how Medicare works with other health coverage visit:

https://www.medicare.gov/supplements-other-insurance/how-medicare-works-with-other-insurance/

If you are enrolled in Medicare because you have ESRD, BCBSM coverage will pay primary during the Medicare coordination period. The **coordination period** is the period of time defined by Medicare, that begins in the first month of ESRD Medicare entitlement (see Section 7 for the definition). and may last up to 30 months. Once the coordination period is over, Medicare will be the primary payor.

### Coordination of Coverage for End Stage Renal Disease (continued)

### When ESRD Medicare Coverage Ends

- A member is no longer eligible for Medicare due to ESRD if they have a successful transplant or regain kidney function.
- Medicare coverage due to ESRD will end 36 months after a successful kidney transplant or 12 months after the month dialysis treatment ends.
- BCBSM becomes primary when Medicare coverage due to ESRD ends.
- If the member is also eligible for Medicare due to age or disability, Medicare Secondary Payer (MSP) rules must be considered to determine which coverage is primary.

# Coverage for Drugs and Devices

We do not pay for a drug or device prescribed for uses or in dosages other than those approved by the Food and Drug Administration. (This is called the off-label use of a drug or device.) However, we will pay for them and the reasonable cost of supplies needed to administer them, if the prescriber proves that the drug or device is recognized for treatment of the condition it is prescribed for by:

- The American Hospital Formulary Service Drug Information
- The United States Pharmacopoeia Dispensing Information, Volume 1, "Drug Information for the Health Care Professional"
- Two articles from major peer-reviewed medical journals that present data supporting the proposed
  off-label use or uses as generally safe and effective unless there is clear and convincing
  contradictory evidence presented in a major peer-reviewed medical journal.



Chemotherapeutic drugs are <u>not</u> subject to this general condition.

If a prescription is for a contraceptive drug or device, the prescriber must show why all other contraceptives covered under the member's benefits cannot be used by the member.

# Deductibles, Coinsurance and Copayments Paid Under Other Certificates

We do not pay any cost sharing you must pay under any other certificate. An exception is when we must pay them under coordination of benefits requirements.

# **Enforceability of Various Provisions**

Failure of BCBSM to enforce any of the provisions contained in this contract will not be considered a waiver of those provisions.

### Entire Contract; Changes

This certificate, including your riders if any, is the entire contract of your coverage. No change to this certificate is valid until approved by a BCBSM executive officer. No agent has authority to change this certificate or to waive any of its provisions.

# **Experimental Treatment**

Services That Are Not Payable We do not pay for:

- Experimental treatment. This includes experimental drugs and devices
- Services, drugs, devices, and administrative costs related to experimental treatment
- Costs of research management



See Section 3 for "Clinical Trials (Routine Patient Costs), "Oncology Clinical Trials" and "Services That Are Payable" below for exceptions.

This certificate does not limit coverage for antineoplastic or off-label drugs when Michigan law requires that they, and the reasonable cost of their administration, be covered.

### How BCBSM Determines If a Treatment Is Experimental

BCBSM's medical director determines whether a treatment is experimental. The director may decide it is experimental if:

- Medical literature or clinical experience cannot say whether it is safe or effective for treatment of any condition, or
- It is shown to be safe and effective treatment for some conditions. However, there is inadequate medical literature or clinical experience to support its use in treating the member's condition, or
- Medical literature or clinical experience shows the treatment to be unsafe or ineffective for treatment of any condition, or
- There is a written experimental or investigational plan by the attending provider or another provider studying the same treatment, or
- It is being studied in an on-going clinical trial, or
- The treating provider uses a written informed consent that refers to the treatment, as:
  - Experimental or investigational or
  - Other than conventional or standard treatment.



The medical director may consider other factors.

### Experimental Treatment (continued)

When available, these sources are considered in deciding if a treatment is experimental under the above criteria:

- Scientific data (e.g., controlled studies in peer-reviewed journals or medical literature)
- Information from the Blue Cross and Blue Shield Association or other local or national bodies
- Information from independent, nongovernmental, technology assessment and medical review organizations
- Information from local and national medical societies, other appropriate societies, organizations, committees or governmental bodies
- Approval, when applicable, by the FDA, the Office of Health Technology Assessment (OHTA) and other government agencies
- Accepted national standards of practice in the medical profession
- Approval by the hospital's or medical center's Institutional Review Board



The medical director may consider other sources.

### Services That Are Payable

We do pay for experimental treatment and its related services when **all** of the following are met:

- BCBSM considers the experimental treatment to be conventional treatment when used to treat another condition (i.e., a condition other than what you are currently being treated for).
- It is covered under your certificate when provided as conventional treatment.
- The services related to the experimental treatment are covered under your certificate when they are related to conventional treatment.
- The experimental treatment and related services are provided during a BCBSM-approved oncology clinical trial (check with your provider to determine whether a clinical trial is approved by BCBSM), or the related services are routine patient costs that are covered under "Clinical Trials (Routine Patient Costs)" in Section 3.



This certificate does not limit coverage for antineoplastic or off-label drugs when Michigan law requires that they, and the reasonable cost of their administration, be covered.

#### **Experimental Treatment** (continued)

#### Limitations and Exclusions

- This general condition does not add coverage for services not otherwise covered under your certificate
- Drugs or devices given to you during a BCBSM-approved oncology clinical trial will be covered only if they have been approved by the FDA. The approval does not need to be for treatment of the member's condition. However, we will not pay for them if they are normally provided or paid for by the sponsor of the trial or the manufacturer, distributor or provider of the drug or device.

### Fraud, Waste, and Abuse

We do not pay for the following:

- Services that are not medically necessary; may cause significant member harm; or are not appropriate for the member's documented medical condition;
- Services that are performed by a provider who is sanctioned at the time the service is performed.



Sanctioned providers have been sanctioned by BCBSM, the Office of the Inspector General, the Government Services Agency, the Centers for Medicare and Medicaid Services, or state licensing boards.

BCBSM will notify you if any provider you have received services from during the previous 12 months has been sanctioned. You will have 30 days from the date you are notified to submit claims for services you received prior to the provider being sanctioned. After that 30 days has passed, we will not process claims from that provider.

### Genetic Testing

We will not:

- Adjust premiums for this coverage based on genetic information related to you, your spouse or your dependents
- Require genetic testing of anyone covered under this certificate
- Collect genetic information from anyone covered under this certificate at any time for underwriting purposes
- Limit coverage based on genetic information related to you, your spouse or your dependents

# **Grace Period**

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the coverage shall continue in force.

# **Guaranteed Renewability**

Coverage under this certificate is guaranteed renewable.

# Improper Use of Contract

If you let an ineligible person receive benefits (or try to receive benefits) under this certificate, we may:

- Refuse to pay benefits
- Terminate or cancel your coverage
- Begin legal action against you
- Refuse to cover your health care services at a later date

### Individual Coverage

If you choose not to enroll in COBRA, or if your COBRA coverage period ends, coverage may be available through a BCBSM individual plan. Contact BCBSM Customer Service for information about what plan best meets your needs.

# Notification

When we need to notify you, we mail it to your employer or your remitting agent. This fulfills our obligation to notify you.

# **Payment of Covered Services**

The services covered under this certificate may be combined and paid according to BCBSM's payment policies. Examples include multiple surgeries or a series of lab tests.

# Personal Costs

We will not pay for:

- Transportation and travel, even if recommended by a licensed practitioner, except as provided in this certificate
- Care, services, supplies or devices that are personal or convenience items
- Charges to complete claim forms
- Domestic help

# Personalized Care Protocol Program

A program that supports members who need enhanced coordination of care for controlled substances. Members enrolled in the program are identified by BCBSM. BCBSM will send the member a letter 30-days before the program takes effect that explains the program's requirements and its effective date.

For controlled substances to be covered, they must be:

- Prescribed by a BCBSM-approved prescriber and
- Dispensed by a BCBSM-approved pharmacy

There may be times when members enrolled in the Personalized Care Protocol Program cannot meet these requirements, such as when they are travelling. Should this occur, a controlled substance will be covered **only** if BCBSM approves the prescriber <u>and</u> the pharmacy **before** a controlled substance is dispensed.

Only controlled substances fall under this program. For all other medications (i.e., non-controlled substances), members can go to a prescriber or pharmacy of their choice.

# Pharmacy Fraud, Waste and Abuse

We do not pay for the following:

- Prescription drugs that are not medically necessary; may cause significant member harm; or are not appropriate for the member's documented medical condition;
- Drugs prescribed by a prescriber who is sanctioned at the time the prescription is dispensed.



Sanctioned prescribers have been sanctioned by BCBSM, the Office of the Inspector General, the Government Services Agency, the Centers for Medicare and Medicaid Services, or state licensing boards.

BCBSM will notify you if any prescriber you have received services from during the previous 12 months has been sanctioned. You will be given 30 days notice, after which we will not pay for drugs prescribed by the sanctioned prescriber.

# **Physician of Choice**

You may continue to get services from the physician you choose. However, be sure to get services from an in-network physician to avoid out-of-network costs to you.

# Preapproval

Some admissions and services must be approved before they occur. If they are not preapproved, you **may** have to pay their entire cost. It is important to make sure that your provider gets approval before you receive services or are admitted to a hospital or facility that require preapproval. Preapproval can also sometimes be referred to as prior authorization.

If preapproval is not obtained:

- In-state participating providers cannot bill you for the cost of the services.
- Out-of-state or nonparticipating providers may require you to pay for the cost of the services.



In addition to preapproval requirements identified within this certificate, there may be other services or admissions that require preapproval. They are subject to change. For information on preapproval, contact your BCBSM Customer Service representative (see Section 9).

### **Prior Authorization**

Some admissions and services require prior authorization before you receive them. If you receive those services without first obtaining prior authorization, you may have to pay the bill yourself. We may not pay for it. It is important to make sure that your provider gets the prior authorization before you receive these services.

# **Release of Information**

**You agree** to let providers release information to us. This can include medical records and claims information related to services you may receive or have received.

**We agree** to keep this information confidential. Consistent with our Notice of Privacy Practices, this information will be used and disclosed only as authorized by law.

# **Reliance on Verbal Communications**

If we tell you a member is eligible for coverage or benefits are available, this does not guarantee that claims will be paid. Claims are paid only after:

- The reported diagnosis is reviewed
- Medical necessity is verified
- Benefits are available when the claim is processed,

### **Right to Interpret Contract**

During claims processing and internal grievances, BCBSM reserves the right to interpret and administer the terms of this certificate and any riders that amend it. BCBSM's final adverse decisions regarding claims processing and grievances may be appealed under applicable law.

# Semiprivate Room Availability

If a semiprivate room is not available when you are admitted to a participating hospital, you may be placed in a room with more than two beds. When a semiprivate room is available, you will be placed in it. You may select a private room; however, you must pay for any additional cost. BCBSM will not pay the difference between the cost of hospital rooms covered by your certificate and more expensive rooms.

# Services Before Coverage Begins or After Coverage Ends

Unless this certificate states otherwise, we do not pay for any services, treatment, care or supplies provided before your coverage under this certificate begins or after it ends. If your coverage begins or ends while you are an inpatient in an acute care hospital, our payment will be based on our contract with the hospital. It may cover:

- The services, treatment, care or supplies you receive during the entire admission, or
- Only the services, treatment, care or supplies you receive while your coverage is in effect.

# We pay for only the services, treatment, care or supplies you receive while your coverage is in effect if it begins or ends while you are:

- An inpatient in a facility such as a hospice, long-term acute care facility, rehabilitation hospital, psychiatric hospital, skilled nursing facility or other facility identified by BCBSM, or
- Being treated for an episode of illness by a home health agency, ESRD facility or outpatient hospital rehabilitation unit or other facility identified by BCBSM.

If you have other coverage when a facility admits or discharges you, it may have to pay for the care you receive before your BCBSM coverage begins or after it ends.

# Services That Are Not Payable

We do not pay for services:

- You legally do not have to pay for or for which you would not have been charged if you did not have coverage under this certificate
- Available in a hospital maintained by the state or federal government, unless payment is required by law
- Can be paid by government-sponsored health care programs, such as Medicare, for which a member is eligible. We do not pay for these services even if you have not signed up to receive the benefits from these programs. However, services are payable if federal laws require the government-sponsored program to be secondary to this coverage.
- Are more costly than an alternate service or sequence of services that are at least as likely to
  produce equivalent results
- Are not listed in this certificate as being payable

# **Special Programs**

BCBSM has special programs where you may receive enhanced benefits, wellness initiative incentives or financial assistance in meeting the cost share requirements of your coverage based on your eligibility, participation and adherence with select medical services/prescription drugs and/or taking part in a case management program. These programs may be provided by a BCBSM approved vendor or directly through us. You may access information on these programs by contacting BCBSM Customer Service.

We may terminate any special program based on:

- Your nonparticipation in the program
- Termination or cancellation of your BCBSM coverage
- Other factors

# Subrogation: When Others Are Responsible for Illness or Injury

If BCBSM paid claims for an illness or injury, and:

- Another person caused the illness or injury, or
- You are entitled to receive money for the illness or injury,

Then BCBSM is entitled to recover the amount of benefits it paid on your behalf.

Subrogation is BCBSM's right of recovery. BCBSM is entitled to its right of recovery even if you are not "made whole" for all of your damages in the money you receive. BCBSM's right of recovery is not subject to reduction of attorney's fees, costs, or other state law doctrines such as common fund.

Whether you are represented by an attorney or not, this provision applies to:

- You
- Your covered dependents

### You agree to:

- Cooperate and do what is reasonably necessary to assist BCBSM in the pursuit of its right of recovery.
- Not take action that may prejudice BCBSM's right of recovery.
- Permit BCBSM to initiate recovery on your behalf if you do not seek recovery for illness or injury.
- Contact BCBSM promptly if you seek damages, file a lawsuit, file an insurance claim or demand, or initiate any other type of collection for your illness or injury.

### Subrogation: When Others Are Responsible for Illness or Injury (continued)

### BCBSM may:

- Seek first priority lien on proceeds of your claim in order to fulfill BCBSM's right of recovery.
- Request you to sign a reimbursement agreement.
- Delay processing of your claims until you provide a signed copy of the reimbursement agreement.
- Offset future benefits to enforce BCBSM's right of recovery.

### BCBSM will:

• Pay the costs of any covered services you receive that are in excess of any recoveries made.

Examples where BCBSM may utilize the subrogation rule listed below:

BCBSM can recover money it paid on your behalf if another person or insurance company is responsible:

- When a third party injures you, for example, through medical malpractice;
- When you are injured on premises owned by a third party; or
- When you are injured and benefits are available to you or your dependent, under any law or under any type of insurance, including, but not limited to Medical reimbursement coverage

### Subscriber Liability

At the discretion of your provider, certain technical enhancements may be employed to complement a medical procedure. These enhancements may involve additional costs above and beyond the approved maximum payment level for the basic procedure. The costs of these enhancements are not covered by this certificate. Your provider must inform you of these costs. You then have the option of choosing any enhancements and assuming the liability for these additional charges.

# Surprise Billing

Federal and Michigan state law require us to pay nonparticipating providers certain rates for covered services and prohibit those providers from billing you the difference between what we pay and what the provider charges. When the surprise billing laws apply, we will pay the provider directly, and you will only pay the cost share applicable to that service as defined in federal or Michigan law. The cost share you pay for these services will apply to your in-network deductible and in-network out-of-pocket maximum. The following situations are covered by the surprise billing laws:

- Covered emergency services at a participating or a nonparticipating facility
  - Emergency services are covered regardless of whether the facility is participating or nonparticipating.
  - If you receive emergency services rendered by a nonparticipating facility or provider, administrative requirements will be the same, regardless of the facility's participating status.
- Covered non-emergency services provided by nonparticipating providers in the following participating facilities: hospitals, critical access hospitals, hospital outpatient departments, and ambulatory surgical centers.
  - You can waive surprise billing protections if you sign a notice and consent form.
  - Certain "ancillary" providers are not allowed to ask you to waive your surprise billing protections. These include anesthesiologists, pathologists, emergency medicine providers, radiologists, neonatologists, hospitalists, and surgical assistants.
- Covered air ambulance services

### Termination of Coverage

You must provide the required notification if you want to terminate your coverage under this certificate.

Send your written request to terminate coverage to your employer. Your employer must notify BCBSM within 30 days of the requested termination date. Your coverage will then be terminated on the requested date and all benefits under this certificate will end.

# Time Limit for Filing Pay-Provider Medical Claims

These claims are professional and facility claims for medical services. They do not include claims for prescription drugs received from pharmacies or for dental or vision services that are not covered under this certificate.

For participating provider claims:

- We will not pay medical claims filed after the timeframe set out in your treating provider's participation agreement with BCBSM.
  - 180 days (for professional claims)
  - 12 months (for hospital and facility claims)
  - 15 months (for home infusion therapy claims)
  - Or after the service because you did not furnish the provider with information needed to file a claim

For nonparticipating provider claims:

 For nonparticipating providers, the claims must be submitted within 24 months from the date of service.

# Time Limit for Filing Pay-Subscriber Medical Claims

These claims are professional and facility claims for medical services. They do not include claims for prescription drugs received from pharmacies or for dental or vision services that are not covered under this certificate.

The time limit for filing claims is 24 months from the date of service. We will not pay claims filed after that date.

# Time Limit for Filing Prescription Drug Claims

We will not pay claims for drugs that are filed after the following time limits from the date of service:

- 60 days for pay-provider claims
- One year for pay-subscriber claims

# Time Limit for Legal Action

You may not begin legal action against us later than three years after the date of service of your claim. If you are bringing legal action about more than one claim, this time limit runs independently for each claim.

You must first exhaust the grievance and appeals procedures, as explained in this certificate, before you begin legal action. You cannot begin legal action or file a lawsuit until 60 days after you notify us that our decision under the grievance and appeals procedure is unacceptable.

# Unlicensed and Unauthorized Providers

We do not pay for drugs or services provided by persons who are not:

- Appropriately credentialed or privileged (as determined by BCBSM), or
- Legally authorized or licensed to order or provide such services.

# What Laws Apply

This certificate will be interpreted under the laws of the state of Michigan and federal law where applicable.

# Workers' Compensation

We do not pay for treatment of work-related injuries covered by workers compensation laws. We do not pay for work-related services you get at an employer's medical clinic or other facility.

# **Section 7: Definitions**

This section explains the terms used in your certificate. The terms are listed in alphabetical order.

### **Accidental Injury**

Any physical damage caused by an action, object or substance outside the body. This may include:

- Strains, sprains, cuts and bruises
- Allergic reactions caused by an outside force such as bee stings or another insect bite
- Extreme frostbite, sunburn, sunstroke
- Poisoning
- Drug overdosing
- Inhaling smoke, carbon monoxide or fumes
- Attempted suicide
- A <u>dental</u> accidental injury occurring when an external force to the lower half of the face or jaw damages or breaks sound natural teeth, periodontal structures (gums) or bone.

### **Accredited Hospital**

A facility that has been endorsed by one of the following organizations: Joint Commission on the Accreditation of Health Care Organizations, the American Osteopathic Association or the Commission on Accreditation of Rehabilitation Facilities. (Also see the definition of "Hospital" in this section.)

### **Acute Care**

Medical care that requires a wide range of medical, surgical, obstetrical and/or pediatric services. It generally requires a hospital stay of less than 30 days.

#### **Acute Care Facility**

A facility that provides acute care. This facility primarily treats members with conditions that require a hospital stay of less than 30 days. The facility is not used primarily for:

- Custodial, convalescent, tuberculosis or rest care
- Care of the aged or those with substance use disorder
- Skilled nursing or other nursing care

### **Administrative Costs**

Costs incurred by the organization sponsoring an approved oncology clinical trial. They may include, but are not limited to, the costs of gathering data, conducting statistical studies, meeting regulatory or contractual requirements, attending meetings or travel.

### **Adverse Benefit Decision**

A decision to deny, reduce or refuse to pay all or part of a benefit. It also includes a decision to terminate or cancel coverage.

### Affiliate Cancer Center

A health care provider that has contracted with an NCI-approved cancer center to provide treatment.

### Allogeneic (Allogenic) Transplant

A procedure using another person's bone marrow, peripheral blood stem cells or umbilical cord to transplant into the member. This includes syngeneic transplants.

### **Ambulatory Infusion Center**

A freestanding outpatient facility that provides infusion therapy and select injections that can be safely performed in this setting.

### **Ambulatory Surgery**

Elective surgery that does not require the use of extensive hospital facilities and support systems, but is not usually performed in a physician's office. Only surgical procedures identified by BCBSM as ambulatory surgery are covered.

### **Ambulatory Surgery Facility**

A freestanding outpatient surgical facility offering surgery and related care that can be safely performed without the need for overnight inpatient hospital care. It is not an office of a physician or other private practice office.

### **Ancillary Services**

Services such as drugs, dressings, laboratory services, physical therapy or other care that supplements the primary care the member receives. They do not include room, board and nursing care.

### **Approved Amount**

The lower of the billed charge or our maximum payment level for the covered service. Coinsurance and/or deductibles, which may be required of you, are subtracted from the approved amount before we make our payment.

<u>For prescription drugs</u>: The lower of (1) the cash price or (2) the sum of the drug cost plus dispensing fee as established by BCBSM for a covered drug prior to cost share. The approved amount is not reduced by rebates or other credits received directly or indirectly from a drug manufacturer. Copayment or coinsurance that may be required of you are subtracted from the approved amount before we make our payment.

### **Approved Clinical Trial**

Phase I, II, III or IV clinical trial that is conducted for the prevention, detection or treatment of cancer or other life-threatening disease or condition, and includes any of the following:

- A federally-funded trial, as described in the Patient Protection and Affordable Care Act
- A trial conducted under an investigational new drug application reviewed by the Food and Drug Administration
- A drug trial that is exempt from having an investigational new drug application
- A study or investigation conducted by a federal department that meets the requirements of Section 2709 of the Patient Protection and Affordable Care Act

### Arthrocentesis

Surgical puncture of a joint to inject and/or withdraw fluid. When performed for temporomandibular joint (jaw joint) dysfunction, this surgery may be performed for reversible, irreversible or diagnostic purposes.

### **Association Health Plan (AHP)**

An AHP provides benefits to the employees of two or more unrelated employers. An AHP also may provide benefits to self-employed individuals who own, either alone or in a partnership, a trade or business. Each AHP must adhere to applicable federal and state statutes and regulations.

### **Athletic Trainer**

A health care professional who specializes in the practice of athletic training, clinical evaluation, injury and illness assessment, risk management, injury prevention, rehabilitation and reconditioning. Must be licensed by the state of Michigan and meet Blue Cross Blue Shield of Michigan qualification requirements. When outside the state of Michigan, is legally qualified to perform services in the state where services are performed.

### **Attending Physician**

The physician in charge of a case who exercises overall responsibility for the member's care:

- Within a facility (such as a hospital and other inpatient facility)
- As part of a treatment program
- In a clinic or private office setting

The attending physician may be responsible for coordination of care delivery by other physicians and/or ancillary staff.

### Audiologist

A professional who is licensed or legally qualified in the state in which services are provided to perform audiometric and other procedures to assist in the diagnosis, treatment and management of individuals with hearing loss or balance problems.

### **Autism Diagnostic Observation Schedule**

The protocol available through western psychological services for diagnosing and assessing autism spectrum disorders or any other standardized diagnostic measure for autism spectrum disorders that is approved by the director of the Michigan Department of Insurance and Financial Services, if the director determines that the diagnostic measure is recognized by the health care industry and is an evidence-based diagnostic tool.

### Autism Evaluation Center

An academic and/or hospital-based, interdisciplinary center experienced in the assessment, work-up, evaluation and diagnosis of the autism spectrum disorders. The autism evaluation center must be approved by BCBSM to:

- Evaluate and diagnose the member as having one of the covered autism spectrum disorders and
- Determine whether ABA therapy is medically necessary and appropriate for members with autism spectrum disorders

### **Autism Spectrum Disorders**

A **developmental disability caused by differences in the brain.** Autism spectrum disorder (ASD) is characterized by impaired social function, problems with verbal and nonverbal communication and imagination, and unusual or severely limited activities and interests. The treatment of ASD may be behavior modification.

### Autism spectrum disorder services

Services that require a prior authorization for assessment, reassessment, and supervision of applied behavior analysis (ABA), line therapy, skills training, and caregiver training.

### **Autologous Transplant**

A procedure using the member's own bone marrow or peripheral blood stem cells to transplant back into the member.

### BCBSM

Blue Cross Blue Shield of Michigan or another entity or person Blue Cross Blue Shield of Michigan authorizes to act on its behalf.

### **Behavioral Health Treatment for Autism**

Evidence-based counseling and treatment programs, including applied behavior analysis, that meet both of the following requirements:

- Are necessary to develop, maintain, or restore, to the maximum extent practicable, the functioning of an individual.
- Are provided or supervised by a licensed behavior analyst or a licensed psychologist so long as the services performed are commensurate with the psychologist's formal university training and supervised experience.

### **Benefit Period**

The period of time that begins five days before, and ends one year after, the organ transplant. All payable human organ transplant services, except anti-rejection drugs and other transplant related prescription drugs, must be provided during this period of time.

### Biological

A virus, therapeutic serum, toxin, antitoxin, vaccine, blood, blood component or derivative, allergenic product, or similar product, used for the prevention, treatment, or cure of a disease or condition of human beings. FDA regulations and policies have established that biological products include blood-derived products, vaccines in vivo diagnostic allergenic products, immunoglobulin products, products containing cells or microorganisms, and most protein products.

### **Birth Year**

A 12-month period of time beginning with a child's month and day of birth.

### **BlueCard PPO® Program**

A program that allows Blue Cross Blue Shield PPO members to receive health care services in other states and have claims processed by the Host Plan, subject to Blue Cross and Blue Shield Association policies.

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

A program that provides access to an in-network of inpatient facilities and medical assistance services worldwide including referrals to professional providers for all Blue Cross Blue Shield of Michigan members whose claims are eligible for processing through the BlueCard Program.

### **Blue Cross Plan**

Any <u>hospital service plan</u> approved by the Blue Cross and Blue Shield Association at the time the hospital service is furnished.

### **Blue Shield Plan**

Any <u>medical service plan</u> approved by the Blue Cross and Blue Shield Association at the time the medical service is furnished.

### **Calendar Year**

A period of time beginning January 1 and ending December 31 of the same year.

### Cancellation

An action that ends a member's coverage dating back to the effective date of the member's contract. This results in the member's contract never having been in effect.

### Carrier

An insurance company providing a health care plan for its members.

### **Case Management**

A program that is designed to help manage the health care of members with acute or chronic conditions. It is up to BCBSM to decide whether you qualify for this program.

In certain circumstances, BCBSM may find it necessary to pay for services that are generally not covered by your contract but that are medically necessary to treat your condition. When this occurs, a case management contract must be signed by you (or your representative), your provider and the BCBSM case manager. This contract will define the services that will be covered under the case management program.



If BCBSM has contracted with a vendor to manage the case management program, then that vendor will make decisions regarding case management and sign any necessary case management documents on behalf of BCBSM.

### Certificate

This book, which describes your benefit plan, and any riders that amend it.

### **Certified Nurse Midwife**

A nurse who provides some maternity, contraceptive, and other services and who:

- Is licensed as a registered nurse by the state of Michigan
- Has a specialty certification as a nurse midwife by the Michigan Board of Nursing
- Has current national certification as a midwife by an organization recognized by the Michigan Board of Nursing

### **Certified Nurse Practitioner**

A nurse who provides some medical and/or psychiatric services and who:

- Is licensed as a registered nurse by the state of Michigan
- Has a specialty certification as a certified nurse practitioner by the Michigan Board of Nursing
- Meets BCBSM qualification standards
- When outside the state of Michigan, is legally qualified to perform services in the state where services are performed

#### **Certified Registered Nurse Anesthetist**

A nurse who provides anesthesiology services and who:

- Is licensed as a registered nurse by the state of Michigan
- Has a specialty certification as a certified registered nurse anesthetist by the Michigan Board of Nursing
- Meets BCBSM qualification standards
- When outside of the state of Michigan, is legally qualified to perform anesthesiology services in the state where the services are performed

### **Chronic Condition**

A condition that recurs frequently or one that may or may not have been present at birth but will last a long time, perhaps throughout the member's life. Therapy may not help and the chronic condition may eventually result in significant disability and/or death. Arthritis and heart disease are examples of chronic diseases.

### **Claim for Damages**

A lawsuit against, or demand to, another person or organization for compensation for an injury to a person.

#### **Clinical Licensed Master's Social Worker**

A clinical licensed master's social worker who provides some mental health services and who:

- Is licensed as a clinical social worker by the state of Michigan.
- Meets BCBSM qualification standards.
- When outside of the state of Michigan, is legally qualified to perform services in the state where services are performed.

### **Clinical Nurse Specialist-Certified**

A nurse who provides some medical, psychiatric services, prescribes drugs, physical therapy, occupational therapy, durable medical equipment and who:

- Is licensed as a registered nurse by the state of Michigan
- Has a specialty certification as a clinical nurse specialist-certified by the Michigan Board of Nursing
- Meets BCBSM qualification standards
- When outside the state of Michigan, is legally qualified to perform services in the state where services are performed

### **Clinical Trial**

A study conducted on a group of patients to determine the effect of a treatment. For purposes of this certificate, clinical trials include:

- Phase II a study conducted on a number of patients to determine whether the treatment has a positive effect on the disease or condition as compared to the side effects of the treatment.
- Phase III a study conducted on a much larger group of patients to compare the results of a new treatment of a condition to the results of conventional treatment. Phase III gives an indication as to whether the new treatment leads to better, worse or no change in outcome.

### Coinsurance

A portion of the approved amount that you must pay for a covered drug or service. This amount is determined based on the approved amount at the time the claims are processed or reprocessed. Your coinsurance is not altered by an audit or recovery and are not reduced by any coupon, rebate or other credits received directly or indirectly from an assistance program. However, you may be able to take advantage of BCBSM-approved special coupon programs to help you pay some or all of your coinsurance. For prescription drugs, your coinsurance is not reduced by any coupon, rebate or other credit received directly or indirectly from an assistance program or the drug manufacturer, but you may be able to take advantage of BCBSM-approved special coupon programs to help you pay some or all of your credit received directly or indirectly from an assistance program or the drug manufacturer, but you may be able to take advantage of BCBSM-approved special coupon programs to help you pay some or all of your coinsurance.

### **Collaborative Care Management**

An integration of medical and behavioral health treatment that allows a primary care physician team and a consulting psychiatrist to care for members' medical and behavioral health conditions using an outcomes-based model to control costs.

### Colonoscopy

A colonoscopy is a procedure for viewing the interior lining of the large intestine (colon) using a small camera called a colonoscope.

### **Colony Stimulating Growth Factors**

Factors that stimulate the multiplication of very young blood cells.

### **Congenital Condition**

A condition that exists at birth.

### Consolidated Omnibus Budget Reconciliation Act (COBRA)

A federal law that may allow you to temporarily keep your health coverage after:

- Your employment ends,
- You lose coverage as a dependent of the covered employee, or
- Another qualifying event.

If you elect COBRA coverage, you pay 100% of the premiums, including the share the employer used to pay for you, plus a small administrative fee.

### **Continuity of Care**

Seamless, continuous care rendered by a specific provider that if interrupted, could have negative impacts on the specific condition or disorder for which the member is being treated. Continuity of care also includes ongoing coordination of care in high risk members that have multiple medical conditions. If a provider changes network status, patients with complex care needs have at least a 90-day period of continued coverage at in-network cost-sharing rates to allow for a transition of care to an in-network provider.

### **Contraceptive Counseling**

A preventive care service that helps you choose a contraceptive method.

### **Contraceptive Device**

A device such as, but not limited to, a diaphragm, intrauterine device or contraceptive implant designed to prevent pregnancy.

### **Contraceptive Medication**

A medication intended to prevent pregnancy.

### Contract

This certificate and any related riders, your signed application for coverage and your BCBSM ID card.

### **Contracted Area Hospital**

A BCBSM participating or in-network hospital located in the same area as a noncontracted area hospital.

### **Controlled Substances**

These medications are regulated by state and/or federal laws that aim to control the danger of addiction, overuse, physical and mental harm, death, trafficking by illegal means, and other harms. Select controlled substances identified by BCBSM require limits on the quantity dispensed or the day supply.

### **Conventional Treatment**

Treatment that has been scientifically proven to be safe and effective for treatment of the member's condition.

### **Coordination Period**

A period of time, defined by Medicare, that begins in the first month of Medicare entitlement due to ESRD and lasts for 30 months.

### Copayment

The dollar amount that you must pay for a covered drug or service. Your copayment is not altered by an audit or recovery. For prescription drugs, your copayment is not reduced by any coupon, rebate or other credit received directly or indirectly from an assistance program or the drug manufacturer, but you may be able to take advantage of BCBSM-approved special coupon programs to help you pay some or all of your copayment.



A separate copayment is not required for covered disposable needles and syringes when dispensed at the same time as insulin or chemotherapeutic drugs.

Your copayment will be reduced by one-half (1/2) for the initial fill (15 days) of select specialty drugs once applicable deductible(s) have been met.

### **Cosmetic Drugs**

Prescription drugs that are used primarily for improving appearance rather than for treating a disease.

### **Cost-sharing**

Copayments, coinsurances, and deductibles you must pay under this certificate.

### Covered Drug

Drugs on the BCBSM covered drug list, including injectable insulin, when the following conditions are met:

- A prescription must be issued by a prescriber who is legally authorized to prescribe drugs for human use.
- The cost of the drug must not be included in the charge for other services or supplies provided to you.
- The drug is not entirely consumed at the time and place where the prescription is written.

The drug must also be approved by the Food and Drug Administration for treatment of the condition for which it is prescribed or recognized for treatment of the condition for which it is prescribed by one of the following sources:

- The American Hospital Formulary Service Drug Information
- The United States Pharmacopoeia Dispensing Information, Volume 1, "Drug Information for the Health Care Professional"
- Two articles from major peer-reviewed medical journals that present data supporting the proposed off-label use or uses as generally safe and effective unless there is clear and convincing contradictory evidence presented in a major peer-reviewed medical journal



Any compounded drugs are covered if they meet all the above requirements, subject to the provisions and exclusions of this certificate.

### **Covered Services**

A health care service that is identified as payable in this certificate. Such services must be medically necessary, as defined in this certificate, and ordered or performed by a provider that is legally authorized or licensed to order or perform the service. The provider must also be appropriately credentialed or privileged, as determined by BCBSM, to order or perform the service.

For <u>prescription</u> <u>drugs</u>: Drugs or supplies used to treat medical conditions, such as disposable needles and syringes when dispensed with insulin, or chemotherapeutic drugs.

### **Custodial Care**

Care primarily used in helping the member with activities of daily living or meeting personal needs. Such care includes help in walking, getting in and out of bed, and bathing, dressing and taking medicine. Custodial care can be provided safely and reasonably by people without professional skills or training.

### "DAW" (Dispense as Written)

An instruction on a drug prescription by a prescriber that requires the pharmacist to dispense only the drug named on the prescription.

### Deductible

The amount that you must pay for covered services, under any certificate, before benefits are payable. Payments made toward your deductible are based on the approved amount at the time claims are processed or reprocessed. Payments made toward your deductible are not altered by an audit or recovery and are not reduced by any coupon, rebate or other credits received directly or indirectly from an assistance program. However, you may be able to take advantage of BCBSM-approved special coupon programs to help you pay some or all of your deductible. For prescription drugs, your deductible is not reduced by any coupon, rebate or other credit received directly or indirectly from an assistance program or the drug manufacturer, but you may be able to take advantage of BCBSM-approved special coupon programs to help you pay some or all of your deductible.

### **Dental Care**

Care performed to diagnose, treat, restore, fill, remove or replace teeth or the structures supporting the teeth, including changing the bite or position of the teeth.

### **Department of Insurance and Financial Services (DIFS)**

The department that regulates insurers in the state of Michigan.

### **Designated Cancer Center**

A site approved by the National Cancer Institute as a cancer center, comprehensive cancer center, clinical cancer center or an affiliate of one of these centers. The names of the approved centers and their affiliates are available to you and your physician upon request.

### **Designated Facility**

To be a covered benefit, human organ transplants must take place in a "BCBSM-designated" facility. A **designated facility** is one that BCBSM determines to be qualified to perform a specific organ transplant. We have a list of designated facilities and will make it available to you and your physician upon request.

### **Designated Services**

Services that BCBSM determines only a noncontracted area hospital is equipped to provide.

### Detoxification

The medical process of removing an intoxicating or addictive substance from the body of a person who is dependent on that substance.

#### **Developmental Condition**

A condition that can delay or completely stop the normal progression of speech development. Speech language therapy services may not help these conditions.

### **Diagnostic Agents**

Substances used to diagnose rather than treat a condition or disease.

### **Diagnostic Radiology**

Tests used to determine the anatomic or functional state of a particular area or part of the body for the diagnosis or treatment or both of illness, disease, injury or pregnancy.

#### Dialysis

The process of cleaning wastes from the blood artificially. This job is normally done by the kidneys. If the kidneys fail, the blood must be cleaned artificially with special equipment. The two major forms of dialysis are hemodialysis and peritoneal dialysis.

#### **Direct Supervision**

The type of supervision that requires the supervising personnel to be in the same physical structure where the service is being performed.

### **Dispensing Fee**

The amount we pay to a provider for filling a prescription.

### **Diversional Therapy**

Planned recreational activities, such as hobbies, arts and crafts, etc., not directly related to functional therapy for a medical condition.

### **Drug List**

A list of approved drugs, as determined by a group of physicians, pharmacists and other experts that review drugs for coverage determination.

#### **Dual Entitlement**

When an individual is entitled to Medicare on the basis of both ESRD and age or disability.

#### **Durable Medical Equipment**

Equipment that can withstand repeated use and that is used for a medical purpose by a member who is ill or injured. It may be used in the home.

### **Effective Date**

The date your coverage begins under this contract. This date is established by BCBSM.

### Eligibility

As used in Section 6 of this certificate under **Coordination of Coverage for End Stage Renal Disease**, eligibility means the member's right to Medicare coverage under Title XVIII of the Social Security Act, as amended. Otherwise, eligibility means the member's right to coverage under this certificate.

### **Emergency Care**

Care to treat an accidental injury or medical emergency.

### **Emergency Pharmacy Services**

Services needed immediately because an injury or illness occurred suddenly and unexpectedly.

### **Emergency Medical Condition**

Whether a condition is an emergency medical condition does not depend on a particular diagnosis. Instead, it is a medical condition that manifests itself by acute symptoms of sufficient severity (including severe pain) which could cause a prudent layperson with average knowledge of health and medicine to reasonably expect that the absence of immediate medical attention would result in:

- The health of the member (or during a pregnancy, the health of an unborn child) to be in serious jeopardy
- Serious impairment to bodily functions, or
- Serious dysfunction of any bodily organ or part (or with respect to a pregnant member who is having contractions, there is inadequate time for a safe transfer to another hospital before delivery or the transfer may pose a threat to the health and safety of the member or unborn child)

### **Emergency Services**

Emergency Services include medical screening exams (as required under Section 1167 of the Social Security Act) that are within the capability of an emergency room department of a hospital or independent freestanding emergency departments and include ancillary services routinely available in a hospital's emergency room to evaluate an emergency medical condition. They also include, within the capabilities of the staff and facilities available at the hospital, additional medical exams and treatment (as required under Section 1867 of the Social Security Act) to stabilize the member. In nonparticipating hospitals and independent freestanding emergency departments, services rendered after the member is stabilized will continue to be emergency services until the member receives and signs a notice and consent form as required under the No Surprises Act.

### End Stage Renal Disease (ESRD)

Chronic, irreversible kidney failure that requires a regular course of dialysis or a kidney transplant as verified by a medical evidence report (defined in this section) or a provider bill that contains a diagnosis of chronic renal (kidney) failure.

### **Enrollment Date**

The first date of coverage or, if there is a new hire waiting period, the first day of the waiting period.

### **Entitlement (or Entitled)**

The member's right to receive Medicare benefits once the member has met the eligibility requirements to qualify for Medicare coverage, has filed a valid application for benefits, and has met any applicable waiting period requirements.

### **Evaluation**

An evaluation must include a review of the member's clinical history and examination of the member. Based on the member's needs, as determined by the BCBSM-approved treatment center, an evaluation may also include cognitive assessment, audiologic evaluation, a communication assessment, assessment by an occupational or physical therapist and lead screening.

### Exclusions

Situations, conditions, or services that are not covered by the subscriber's contract.

### **Exclusive Pharmacy Network for Specialty Drugs**

A provider selected by BCBSM to provide covered specialty drugs to our members. The provider agrees to accept BCBSM's approved amount as payment in full for covered specialty drugs.

### **Experimental Treatment**

Treatment that has not been scientifically proven to be as safe and effective for treatment of the member's conditions as conventional treatment. Sometimes it is referred to as "investigational" or "experimental services."

### Facility

A hospital or facility that offers acute care or specialized treatment, including, but not limited to, substance use disorder treatment, rehabilitation treatment, skilled nursing care or physical therapy.

### **Fecal Occult Blood Screening**

A laboratory test to detect blood in feces or stool.

### First Degree Relative

An immediate family member who is directly related to the member: either a parent, sibling or child.

### **First Priority Security Interest**

The right to be paid before any other person from any money or other valuable consideration recovered by:

- Judgment or settlement of a legal action
- Settlement not due to legal action
- Undisputed payment

This right may be invoked without regard for:

- Whether plaintiff's recovery is partial or complete
- Who holds the recovery
- Where the recovery is held

### Flexible Sigmoidoscopy

A visual examination of the lower portion of the colon through the rectum, using a flexible instrument called a sigmoidoscope.

### Food and Drug Administration (FDA)

An agency of the U.S. Department of Health and Human Services that is responsible for protecting the public health by assuring the safety, efficacy and security of human drugs.

### **Freestanding Outpatient Physical Therapy Facility**

An independently owned and operated facility, separate from a hospital, which provides outpatient physical therapy services and occupational therapy or speech language therapy services.

### **Gender Affirming Services**

A collection of services that are used to treat the clinical diagnosis of gender dysphoria. These services may include hormone treatment and/or gender affirming surgery, as well as counseling and behavioral health services. These services must be medically necessary to be payable by BCBSM. BCBSM will not pay for services that it considers to be cosmetic. BCBSM also will not pay for services that are experimental or investigational.

### **Gender Dysphoria**

A *condition* classified as emotional discomfort or distress caused by a discrepancy between a person's gender identity and that person's sex assigned at birth.

### **Generic Equivalent**

A prescription drug that contains the same active ingredients, is identical in strength and dosage form and is administered in the same way as the brand name drug.

### **Genetic Counselor**

Obtains and evaluates individual, family, and medical histories to determine the genetic risk for genetic or medical conditions or diseases in a client, the client's descendants, or other family members of the client. Explanation to the client provides the clinical implications of genetic laboratory tests and other diagnostic studies and their results.

### Group

An employer or association of employers that provides its members with health care coverage. An employer may provide different health care benefits to different segments or categories of its members. A group can also include participants of a trust fund that has been established to purchase health care coverage pursuant to collective bargaining agreements.

### **Gynecological Examination**

A history and physical examination of the female genital tract.

### **Hazardous Medical Condition**

The dangerous state of health of a member who is at risk for loss, harm, injury or death.

### **Health Maintenance Examination**

A comprehensive history and physical examination including blood pressure measurement, skin examination for malignancy, breast examination, testicular examination, rectal examination and health counseling regarding potential risk factors.

### Hematopoietic Transplant

A transplant of bone marrow, peripheral blood stem cells or umbilical cord blood.

### Hemodialysis

The use of a machine to clean wastes from the blood after the kidneys have failed.

### **High Abuse Drugs**

Drugs that affect the central nervous system and cause sedation, euphoria, or mood change.

### **High-Dose Chemotherapy**

A procedure in which members are given cell destroying drugs in doses higher than those used in conventional therapy. Stem cell replacement is required after high-dose chemotherapy is given.

### **High-Risk Member**

An individual who has an increased risk of mortality or morbidity according to standard criteria recognized by the oncology community.

### **HLA Genetic Markers**

Specific chemical groupings that are part of many body cells, including white blood cells. Called human leukocyte antigens, these chemical groupings are inherited from each parent and are used to detect the constitutional similarity of one person to another. Close (or the degree of) identity is determined by tests using serologic (test tube) methods and/or molecular (DNA fingerprinting) techniques. An HLA identical match occurs when the six clinically important markers of the donor are identical to those of the member.

### Home Health Care Agency

An organization that is primarily engaged in providing skilled nursing services and other therapeutic services in the member's home.

### Hospice

A public agency, private organization or subdivision of either, which primarily provides care for terminally ill persons.

### Hospital

A facility that:

- Provides inpatient or outpatient diagnostic, therapeutic, and surgical services for injured or acutely ill persons, **and**
- Is fully licensed and certified as a hospital, as required by all applicable laws and
- Complies with all applicable national certification and accreditation standards



Hospital services must be provided by or under the supervision of a professional staff of licensed physicians, surgeons and registered nurses.

A facility that provides specialized services that does not meet all of the above requirements does not qualify as a hospital under this certificate, regardless of its affiliation with any hospital that does meet the above requirements. Such facilities include but are not limited to the following:

- Facilities that provide custodial, convalescent, pulmonary tuberculosis, rest or domiciliary care
- Facilities that serve as institutions for exceptional children or for the treatment of the aged or those with substance use disorder
- Skilled nursing facilities or other nursing care facilities

### **Hospital Privileges**

Permission granted by a hospital to allow accredited professional providers on the hospital's medical staff to perform certain services at that hospital.

### Host Plan

A Blue Cross and/or Blue Shield plan outside of Michigan that participates in the BlueCard PPO Program and processes claims for services that you receive in that state.

### In-Network Mail-Order Provider

A provider selected by BCBSM to provide covered drugs through our PPO program. In-network mailorder providers have agreed to accept our payment as payment in full for the covered drugs provided to members enrolled in our PPO mail-order program.

### **In-Network Pharmacy**

A pharmacy selected by BCBSM to provide covered drugs through our PPO program. In-network pharmacies have agreed to accept our payment as payment in full for covered drugs provided to members.

### **In-Network Providers**

Hospitals, physicians and other licensed facilities or health care professionals who provide services through this PPO program. In-network providers have agreed to accept our payment as payment in full for covered services provided under this PPO program.

### **Independent Occupational Therapist**

An occupational therapist who provides some occupational therapy services and who:

- Is licensed as an occupational therapist by the state of Michigan
- Meets BCBSM qualification standards
- When outside the state of Michigan, is legally qualified to perform services in the state where services are performed.

### **Independent Physical Therapist**

A physical therapist who provides some physical therapy services and who:

- Is licensed as a physical therapist by the state of Michigan
- Meets BCBSM qualification standards
- When outside the state of Michigan, is legally qualified to perform services in the state where services are performed.

### Independent Speech-Language Pathologist

A speech-language pathologist who provides some speech-language therapy services and who:

- Is licensed as a speech-language pathologist by the state of Michigan. If the state of Michigan has not released license applications or has not issued licenses, then a Certificate of Clinical Competence from the American Speech-Language-Hearing Association is an acceptable alternative until the state issues licenses.
- Meets BCBSM qualification standards
- When outside the state of Michigan, is legally qualified to perform services in the state where services are performed.

### **Infusion Therapy**

The continuous, slow administration of a controlled drug, nutrient, antibiotic or other fluid into a vein or other tissue on a daily, weekly or monthly basis, depending on the condition being treated and type of therapy.

### **Injectable Drugs**

Payable drugs that are ordered or furnished by a physician and administered by the physician or under the physician's supervision.

### Intensive Outpatient Program (IOP)

Treatment for mental, emotional and substance use disorders for a minimum of three hours per day, at least three days a week provided by a hospital or an outpatient psychiatric care facility (OPC) to a member who lives at home and goes to a hospital or OPC.

#### **Intermittent Care**

Skilled nursing care that is provided fewer than seven days each week, or fewer than eight hours each day for periods of 21 days or less.

### Irreversible Treatment

Refers to medical and/or dental treatment of temporomandibular joint (jaw joint) dysfunction.

- The treatment is to the mouth, teeth, jaw, jaw joint, skull, and the complex of muscles and nerves, including blood vessels and tissues related to the jaw joint.
- The treatment is intended to cause permanent change to a person's bite or position of the jaws.
- The treatment includes, but is not limited to:
  - Crowns, inlays, caps, restorations and grinding
  - Orthodontics, such as braces, orthopedic repositioning and traction
  - Installation of removable or fixed appliances such as dentures, partial dentures or bridges
  - Surgery directly to the jaw joint and related anesthesia services
  - Arthrocentesis

### **Jaw Joint Disorders**

These include, but are not limited to:

- Skeletal defects of the jaws or problems with the bite that cause pain and inability to move the jaw properly
- Muscle tension, muscle spasms, or problems with the nerves, blood vessels or tissues related to the jaw joint that cause pain and inability to move the jaw properly
- Defects within the temporomandibular joint (jaw joint) that cause pain and an inability to move the jaw properly

### Licensed Behavior Analyst

An analyst licensed by the State of Michigan at the time services are rendered.



Licensed behavior analysts will be paid only for applied behavior analysis services. Any other treatment performed by a licensed behavior analyst including, but not limited to, treatment of traumatic brain injuries will not be paid.

Out-of-state behavior analysts may be board-certified or licensed

#### Licensed Professional Counselor (LPC)

A licensed professional counselor who provides some mental health services and who:

- Is licensed as a professional counselor by the state of Michigan;
- Meets BCBSM qualification standards;

When outside the state of Michigan, is legally qualified to perform services in the state where services are performed.

#### Lien

A first priority security interest in any money or other thing of value obtained by judgment, settlement or otherwise up to the amount of benefits, costs and legal fees BCBSM paid because of the plaintiff's injuries.

#### Life-Threatening Condition

Any disease or condition from which the likelihood of death is probable unless the course of the disease of condition is interrupted.

### Lobar Lung

A portion of a lung from a cadaver or living donor.

### Long-Term Acute Care Hospital

A specialty hospital that focuses on treating members requiring extended intensive care; meets BCBSM qualification standards and is certified by Medicare as an LTACH.

### **Maintenance Prescription Drugs**

Drugs which are used to treat chronic, long-term conditions.

#### Maintenance Care

Care provided to the member who is medically stable.

#### Mammogram

An imaging study of the breast using X-rays. It may consist of two or more x-ray views of each breast. The radiation machine must be state-authorized and specifically designed and used to perform mammography.

There are two types of mammograms:

- Screening mammograms assess members without any signs or symptoms to assist in the early identification of breast disease
- Diagnostic mammograms assess members in whom signs and symptoms of breast disease are present

### Mandibular Orthotic Reposition Device

An appliance used in the treatment of temporomandibular joint dysfunction.

#### Maternity Care

Hospital and professional services for any condition due to pregnancy except ectopic (tubal) pregnancy.

#### **Maxillofacial Prosthesis**

A custom-made replacement of a missing part of the face or mouth such as an artificial eye, ear, nose or an obturator to close a cleft. Excludes replacement of teeth or appliances to support teeth.

#### Maximum Allowable Cost (MAC)

The most BCBSM will pay for certain covered drugs we have identified under the Maximum Allowable Cost Program.

#### Maximum Allowable Cost Drugs

Certain generically equivalent drugs we have identified under the Maximum Allowable Cost Program.

#### Maximum Allowable Cost Program

A BCBSM cost containment program that encourages the use of generic drugs. The MAC Program places a cost limit on certain drugs for which a generically equivalent drug is available at a lower cost.

#### **Maximum Payment Level**

The most BCBSM will pay for a covered service. For participating or in-network providers, it is the amount BCBSM pays the provider under the provider's contract with BCBSM. For services provided by nonparticipating or out-of-network providers, it is the amount BCBSM pays for the service to its participating or in-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers or the amount BCBSM negotiates with the nonparticipating or out-of-network providers. Maximum payment level is not a "Medicare-like rate" described in 42 C.F.R. §136.30, et. seq.

### **Medical Emergency**

A condition that occurs suddenly and unexpectedly. This condition could result in serious bodily harm or threaten life unless treated immediately. This is not a condition caused by an accidental injury. Emergency services treat medical emergencies.

### **Medical Evidence Report**

A form required by the Centers for Medicare and Medicaid Services that a physician must complete and submit for each ESRD member beginning dialysis.

### **Medical Supplies**

Medically necessary quantities of medical supplies and dressings used for the treatment of a specific medical condition. Medical supplies include but are not limited to gauze, cotton, fabrics, plaster and other materials used in dressings and casts.

### **Medically Appropriate**

Services that are consistent with how providers generally treat their patients. The services can be those used to diagnose or for treatment. They are based on standard practices of care and are supported by evidence of their effectiveness.

### **Medically Necessary**

Medically necessary means that according to evidence-based clinical practice guidelines (proven to be safe and effective based on current research), a health care service or procedure is considered necessary to treat, prevent or manage a disease.

To meet medical necessity criteria, the following must be true:

• The services must be in accordance with generally accepted standards of medical practice;



"Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician or provider society recommendations and the views of physicians or providers practicing in relevant clinical areas and any other relevant factors.

• The service, treatment, or supply is clinically **appropriate** for the symptoms and is consistent with the diagnosis and



"Clinically appropriate" means the type, frequency, extent, site and duration are considered effective for the member's illness, injury or disease.

- The service is not mainly for the convenience of the member or health care provider.
- The treatment is not generally regarded as experimental by BCBSM.

There are two circumstances where this definition applies: payment to professional providers (M.D.s, D.O.s, podiatric physician, chiropractors, fully licensed psychologists and oral surgeons) and other providers services; and acute inpatient admissions and post-acute care admissions.

### Medically Necessary (continued)

There are additional criteria for these two circumstances:

- Medical necessity for payment of professional providers and other providers services:
  - Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that member's illness, injury or disease.
- Medical necessity for payment of acute inpatient admissions and post-acute care admissions
  - For inpatient hospital stays, the member 's condition must necessitate acute care because safe and adequate care cannot be received as an outpatient or in a less intensified medical setting.
  - The treatment is not determined to be medically inappropriate by the Utilization Quality and Health Management Programs (applies only to hospitals, not to LTACHs).

#### **Medically Necessary Drug**

A drug must be medically necessary to be covered, as determined by pharmacists and physicians acting for BCBSM, based on criteria and guidelines developed by pharmacists and physicians for BCBSM. The covered drug must be accepted as necessary and appropriate for the member's condition and not mainly for the convenience of the member or prescriber.

In the absence of established criteria, medical necessity will be determined by pharmacists and physicians according to accepted standards and practices.

#### Medicare

The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended.

#### **Medication Synchronization**

A coordination process which allows you, your physician, and your pharmacist to synchronize your multiple maintenance prescription drugs. You, and the drugs you take, must meet specific requirements in order to synchronize your medication.

#### Member

Any person eligible for health care services under this certificate on the date the services are rendered. This means the subscriber and any eligible dependent listed on the application. The member is the "patient" when receiving covered drugs or services.

### Multiple Source Brand (MSB) Drug

A brand-name drug that has a generic equivalent available.

#### **Network Providers**

Also called "in-network providers" See the definition of "In-network Providers" on Page 181.

### **Newborn Care**

Hospital and professional services that are provided to newborns during the initial stay following birth. This care includes the newborn examination, which must be performed by a physician other than the anesthesiologist or the attending physician of the birth parent and routine care during the newborn's inpatient stay.

### **Noncontracted Area Hospital**

A BCBSM nonparticipating and out-of-network hospital located in an area defined by BCBSM.

### **Nonparticipating Hospital**

A hospital that has not signed a participation agreement with BCBSM to accept our approved amount as payment in full.

### Non-participating Mail-Order Provider

A provider who does not have an agreement with BCBSM to provide covered drugs through the Mail-Order Prescription Drug Program. Nonparticipating mail-order providers have not agreed to accept our payment as payment in full for covered drugs provided to members in our PPO mail-order program.

### **Nonparticipating Providers**

Physicians and other health care professionals, or hospitals and other facilities or programs that have not signed a participation agreement with BCBSM to accept our payment as payment in full. Some nonparticipating providers, however, may agree to accept our payment on a per claim basis.

### Nonpreferred Brand-Name Drug

A nonpreferred brand-name drug that is on BCBSM's drug list.

### **Occupational Therapy**

A rehabilitative service that uses specific activities and methods. The therapist is responsible for involving the member in specific therapeutic tasks and activities to:

- Develop, improve, retain or restore the performance of necessary neuromusculoskeletal functions affected by an illness or injury or following surgery
- Help the member learn to apply the newly restored or improved function to meet the demands of daily living, or
- Design and use splints, ortheses (such as universal cuffs and braces) and adaptive devices (such as door openers, shower chairs, large-handle eating utensils, lap trays and raised toilet seats)

### Off-Label

The use of a drug or device for clinical indications other than those stated in the labeling approved by the Food and Drug Administration.

### **Online Visit**

A structured real-time online health consultation using secure audio-visual technology to connect with a BCBSM professional provider or BCBSM select on-demand virtual care vendor. The online visit is for the purpose of diagnosing and providing medical or behavioral health treatment for low-complexity nonemergent conditions. Contact is initiated by the member and must be within the provider's scope of practice.

### **Orthopedic Shoes**

Orthopedic shoes are prescribed by a physician, certified nurse practitioner, or clinical nurse specialistcertified to support or correct the bones, joints, muscles, tendons and ligaments of a weak or deformed foot.

#### **Orthotic Device**

An appliance worn outside the body to correct a body defect of form or function.

#### **Out-of-Area Hospital**

A BCBSM in-network or participating hospital that is more than 75 miles from a noncontracted area hospital. It is not in the same area as a contracted or noncontracted area hospital.

#### **Out-of-Area Services**

Services available to members living or traveling outside a health plan's service area.

#### **Out-of-Network Pharmacy**

A pharmacy that has not been selected for participation and has not signed an agreement to provide covered drugs through our PPO program. Out-of-network pharmacies have not agreed to accept our payment as payment in full for covered drugs or services provided to members.

#### **Out-of-Network Providers**

Hospitals, physicians and other licensed facilities or health care professionals who have not signed an agreement to provide services under this PPO program.

#### **Out-of-Pocket Maximum**

The most you have to pay for covered services during a calendar year. The out-of-pocket maximum includes your medical and pharmacy deductible, copayment and coinsurance. This limit does not include your premium, balance billed charges or services that we do not cover. Any coupon, rebate or other credits received directly or indirectly from an assistance program or the drug manufacturer may not be applied to your out-of-pocket maximum.

### **Outpatient Mental Health Facility**

A facility that provides outpatient mental health services. It must have a participating agreement with BCBSM. Sometimes referred to as an outpatient psychiatric care facility (OPC), it may include centers for mental health care such as clinics and community mental health centers, as defined in the Federal Community Mental Health Centers Act of 1963, as amended. The facility may or may not be affiliated with a hospital.

### **Outpatient Substance Abuse Treatment Facility**

A facility that provides medical and other services on an outpatient basis specifically for those with substance use disorder.

### **Over-the-Counter (OTC) Drug**

A drug that does not require a prescription under federal law. However, a prescription is required for select over-the-counter drugs that may be covered under the pharmacy benefit.

#### **Pap Smear**

A method used to detect abnormal conditions, including cancer of the female genital tract.

### Partial Hospitalization Program (PHP)

Treatment for mental, emotional and substance use disorders for a minimum of four hours per day, at least five days a week provided by a hospital or an outpatient psychiatric care facility (OPC) to a member who lives at home and goes to a hospital or OPC. The American Association of Behavioral Health (AABH) recommends five to six hours a day for five to six days a week.

### **Partial Liver**

A portion of the liver taken from a cadaver or living donor.

### **Participating Hospital**

A hospital that has signed a participation agreement with BCBSM to accept our approved amount as payment in full. Your cost share, which may be required of you, is subtracted from the approved amount before we make our payment.

### **Participating Mail-Order Provider**

A provider who has an agreement with BCBSM to provide covered drugs through the Mail-Order Prescription Drug Program. Participating mail-order providers have agreed to accept our payment as payment in full for covered drugs provided to members in our PPO mail-order program.

### **Participating PPO Provider**

A provider who participates with the Host Plan's PPO.

### **Participating Providers**

Physicians and other health care professionals, or hospitals and other facilities or programs that have signed a participation agreement with BCBSM to accept the approved amount as payment in full. Any cost-share, which may be required of you, is subtracted from the approved amount before we make our payment.

### Patient

The subscriber or eligible dependent that is awaiting or receiving medical care, treatment or covered drugs.

### **Pay-Provider Claim**

This is a type of claim where Blue Cross pays your provider directly according to the terms of your coverage.

### **Pay-Subscriber Claim**

This is a type of claim where Blue Cross will reimburse you, the subscriber, according to the terms of your coverage. Either you or your provider may submit this type of claim.

### **Per Claim Participation**

Available to some nonparticipating providers when they elect to accept our payment for specific covered services as payment in full.

### Period of Crisis

A period during which a member requires continuous care (primarily nursing care) to alleviate or manage acute medical symptoms.

### **Peripheral Blood Stem Cell Transplant**

A procedure in which blood stem cells are obtained by pheresis and infused into the member's circulation.

### **Peritoneal Dialysis**

Removal of wastes from the body by perfusion of a chemical solution through the abdomen.

#### Pharmacy

A licensed establishment where a licensed pharmacist dispenses prescription drugs under the laws of the state or country where the pharmacist practices.

### Pheresis

Removal of blood from the donor or patient in order to separate and retain specific components of the blood (red cells, white cells, platelets and stem cells).

### **Physical Medicine**

A branch of medicine that specializes in the diagnosis, treatment, and management of patients who have been disabled from a disease, condition, disorder, or injury. Services include by not limited to:

- Manipulation
- Traction
- Massage
- Exercise
- Heat

### **Physical Therapist**

A physical therapist who provides some physical therapy services and who is licensed as a physical therapist by the state of Michigan.

### **Physical Therapy**

The use of specific activities or methods to treat disability when there is a loss of neuromusculoskeletal functions due to an illness or injury, or following surgery. Treatments include exercise and therapy of the member's specific muscles or joints to keep, learn, retain or improve:

- Muscle strength
- Joint motion
- Coordination
- General mobility

### Physician

A doctor of medicine, osteopathy, podiatry, chiropractic or an oral surgeon. Physicians may also be referred to as "practitioners." The term physician or practitioner may also include other types of professional providers when they perform services they are licensed or legally qualified to perform in the state where the services are provided.

### **Physician Assistant**

A physician assistant is licensed by the state of Michigan to engage in the practice of medicine, osteopathic medicine and surgery, or podiatric medicine and surgery with a participating physician under a practice agreement.

### Plaintiff

The person who brings the lawsuit or claim for damages. The plaintiff may be the injured party or a representative of the injured party.

### Post-service grievance

A post-service grievance is an appeal that you file when you disagree with our payment decision or our denial for a service that you have already received.

### Practitioner

A physician (a doctor of medicine, osteopathy, podiatry, or chiropractic) or a professional provider (a doctor of medicine, osteopathy, podiatrist, chiropractor, fully licensed psychologist, clinical licensed master's social worker, licensed professional counselor, genetic counselor, athletic trainer, or oral surgeon) or other professional provider who participates with BCBSM or who is in a BCBSM PPO network. Practitioner may also be referred to as "participating" or "in-network" provider.

### Preapproval

A process that allows you or your provider to know if we will cover proposed services before you receive them. If preapproval is not obtained **before** you receive certain services described in this certificate, they will not be covered. Preapproval can also sometimes be referred to as prior authorization.

### **Preferred Brand Name Drug**

A preferred brand name drug that is on BCBSM's drug list.

### **Preferred Provider Organization (PPO)**

A limited group of health care providers or pharmacies who have agreed to provide covered drugs or services to BCBSM members enrolled in the PPO program. These providers or pharmacies accept our payment as payment in full for covered drugs or services.

### **Pre-Service Grievance**

A pre-service grievance is an appeal that you can file when you disagree with our decision not to preapprove a service you have not yet received.

### Prescriber

A health care professional authorized by law to prescribe FDA-approved or state-approved drugs for the treatment of human conditions.

### Prescription

An order for medication or supplies written by a prescriber, as defined in this section.

### **Presurgical Consultation**

A consultation that allows a member to get an additional opinion from a physician who is a **doctor of medicine**, **osteopathy**, **podiatry or an oral surgeon** when surgery is recommended.

### **Preventive Care**

Care designed to maintain health and prevent diseases or conditions at an early stage when treatment is likely to work best. Examples of preventive care include health screenings, mammograms, and colonoscopies.

### Primary Care Physician (PCP)

The physician you choose to provide or coordinate all of your medical care, including specialty and hospital care. A primary care physician is appropriately licensed in one of the following medical fields:

- Family Practice
- General Practice
- Internal Medicine
- Pediatrics

### **Primary Payer**

The health care coverage plan that pays first when you are provided benefits by more than one carrier. (For example, you may have BCBSM group coverage and Medicare.)

### **Primary Plan**

The health care plan obligated to pay for services before any other health care plan that covers the member.

### **Prior Authorization**

Some admissions and services require prior authorization before you receive them. If you receive them without first obtaining prior authorization, you may have to pay the bill yourself. We may not pay for it. It is important to make sure that your provider gets the prior authorization before you receive these drugs.

### **Private duty nursing**

Skilled nursing care provided in a patient's home. Services are provided on an hourly basis by a licensed nurse to individuals who require individualized and continuous 24-hour skilled nursing care. Services are ordered by the patient's attending physician and must meet the criteria for medical necessity.

# Professional Provider

One of the following:

- Doctor of Medicine (M.D.)
- Doctor of Osteopathy (D.O.)
- Podiatric physician
- Chiropractor
- Fully licensed psychologist
- Limited licensed psychologist (LLP)
- Clinical licensed master's social worker (CLMSW)
- Licensed marriage and family therapist (LMFT)
- Licensed professional counselor (LPC)
- Oral surgeon
- Licensed behavior analyst
- Independent physical therapist (IPT)
- Independent speech therapist (IST)
- Independent occupational therapist (IOT)
- Certified nurse practitioner (CNP)
- Clinical nurse specialist-certified (CNS-C)
- Certified nurse midwife (CNM)
- Certified registered nurse anesthetist (CRNA)
- Athletic Trainer
- Genetic Counselor
- Other providers as identified by BCBSM

Professional providers may also be referred to as "practitioners."

### **Prosthetic Device**

An artificial appliance that:

- Replaces all or part of a body part or
- Replaces all or part of the functions of a permanently disabled or poorly functioning body organ

### Protocol

A detailed plan of a medical experiment or treatment.

### Provider

A person (such as a physician) or a facility (such as a hospital) that provides services or supplies related to medical care or a pharmacy legally licensed to dispense drugs.

### **Provider-Delivered Care Management (PDCM)**

A program that allows you to receive care management services in Michigan from a trained clinical care manager in a team effort with, and directed by, your primary care physician.

### **Psychiatric Residential Treatment Facility**

A facility that provides residents with 24-hour mental health care and treatment, seven days a week. The facility must participate with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan).



Therapeutic boarding schools, milieu therapies, such as wilderness programs, supportive houses or group homes are not considered psychiatric residential treatment facilities.

### Psychologist

A practitioner of clinical psychology, counseling or guidance, who is fully licensed and certified by the state of Michigan or by the state where you receive services. Where there are no certification or licensure requirements, the psychologist must be recognized by the appropriate professional society.

### Purging

A process that attempts to remove abnormal cells from a blood or bone marrow sample so that a clean sample with only normal blood producing cells is obtained.

### **Qualified Beneficiary**

Persons eligible for continued group coverage under COBRA. This includes the employee, spouse and children (including those born to, or placed for adoption with, the employee during the period of COBRA coverage).

### **Qualified Individual**

A member eligible for coverage under this certificate who participates in an approved clinical trial according to the trial protocol for treatment of cancer or other life-threatening disease or condition and either:

- The referring provider participates in the trial and has concluded that the individual's participation in it would be appropriate because the individual meets the trial's protocol, or
- The member provides medical and scientific information that establishes their eligibility to participate in the trial.

### **Qualifying Event**

One of the following events that allows you to enroll in different health care coverage or change your current coverage or allows a beneficiary to receive coverage under COBRA:

- Termination of employment, other than for gross misconduct, or reduction of hours
- Start or end of military service. Members must perform military duty for more than 30 days.
- Death of the employee
- Divorce
- Loss of dependent status due to age, marriage, change in student status, etc.
- The employee becomes entitled to coverage under Medicare



The examples in this definition are not exhaustive and may change. Please call Customer Service for more information about qualifying events.

### **Radiology Services**

These include X-ray exams, radium, radon, cobalt therapy, ultrasound testing, radioisotopes, computerized axial tomography scans, magnetic resonance imaging scans and positron emission tomography scans.

### Referral

The process in which the PCP sends a member to another provider for a specified service or treatment plan.

### **Refractory Member**

An individual who does not achieve clinical disappearance of the disease after standard therapy.

### **Registered Provider**

A participating or nonparticipating provider (or in-network or out-of-network PPO provider) that has the qualifications to meet BCBSM's provider enrollment and credentialing standards.

### Relapse

When a disease recurs after a period of time following therapy. This period of time is defined by evidence-based literature pertaining to the member's condition.

### **Remitting Agent**

Any individual or organization that has agreed, on behalf of the subscriber, to:

- Collect or deduct premiums from wages or other sums owed to the subscriber and
- Pay the subscriber's BCBSM bill

### Rescission

The cancellation of coverage that dates back to the effective date of the member's contract and voids coverage during this time.

### **Research Management**

Services, such as diagnostic tests, which are performed solely to support the sponsoring organization's research. They are not necessary for treating the member's condition.

### **Residential Substance Abuse Treatment Facility**

A facility that provides residents with 24-hour substance use disorder care and treatment, seven days a week. The facility must participate with BCBSM (if located in Michigan) or with its local Blue Cross/Blue Shield plan (if located outside of Michigan). The services are sometimes referred to or considered as "intermediate care."



This residential substance abuse treatment facility is not considered inpatient acute medical/surgical care in a hospital.

### **Respite Care**

Relief to family members or other persons caring for terminally ill persons at home.

### **Retail Health Clinic**

A medical clinic located inside a retail store. It offers "walk-in" care for minor conditions, provided by a professional provider.

### **Reversible Treatment**

Refers to medical and/or dental treatment of temporomandibular joint (jaw joint) dysfunction.

- The treatment is to the mouth, teeth, jaw, jaw joint, skull, and the complex of muscles and nerves, including blood vessels and tissues related to the jaw joint.
- This treatment is **not** intended to cause permanent change to a person's bite or position of the jaws.
- This treatment is designed to manage the member's symptoms. It can include, but is not limited to, the following services:
  - Arthrocentesis
  - Physical therapy (see Page 79 for physical therapy services)
  - Reversible appliance therapy (mandibular orthotic repositioning)

### Rider

A document that changes a certificate by adding, limiting, deleting or clarifying benefits.

### **Right of Recovery**

The right of BCBSM to make a claim against you, your dependents or representatives if you or they have received funds from another party responsible for benefits paid by BCBSM.

### **Routine Patient Costs**

All items and services related to an approved clinical trial if they are covered under this certificate (or any riders that amend it) for members who are not participants in an approved clinical trial. They do not include:

- The investigational item, device, or service itself
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the member, or
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

### **Sanctioned Prescriber**

Any provider who has been disciplined under Section 1128 and Section 1902(a)(39) of the Social Security Act; excluded or suspended from participation in Medicare or Medicaid; whose license to issue prescriptions has been revoked or suspended by any state licensing board; or whose prescribing habits have been determined by BCBSM to deviate significantly from established standards of medical necessity.

### **Screening Services**

Procedures or tests ordered for a member (or for almost all members of a particular class or group) that are not directly related to the diagnosis or treatment of a specific disease or injury. For example, tests routinely performed as part of a physical are considered screening services.

### Secondary Plan

The health care plan obligated to pay for services after the primary plan has paid for services.

### Self-Dialysis Training

Teaching a member to conduct dialysis on themselves.

### Semiprivate Room

A hospital room with two beds

### Service Area

The geographic area in which BCBSM is authorized to use the Blue Cross and Blue Shield name and service marks.



BCBSM may contract with providers in areas contiguous with the state of Michigan. These providers' claims will not be subject to BlueCard rules.

#### Services

Surgery, care, treatment, supplies, devices, drugs or equipment given by a health care provider to diagnose or treat a disease, injury, condition or pregnancy.

#### **Short Fill Period**

A shorter prescription drug fill time period. For example, a normal fill for your prescription could be 30 days. A short fill period would be to fill your prescription for 15 days. This short fill period is used to synchronize medications, or to avoid waste when trying new medications.

#### **Skilled Care**

A level of care that can be performed only by a licensed nurse to ensure the medical safety of the member and the desired medical result. Such care must be:

- Ordered by the attending physician
- Medically necessary according to generally accepted standards of medical practice
- Provided by a registered nurse or a licensed practical nurse supervised by a registered nurse or physician

#### **Skilled Nursing Facility**

An inpatient subacute facility that provides continuous skilled nursing and other health care services by or under the supervision of a physician and a registered nurse.

#### **Small Bowel Transplant**

A procedure in which the member's small intestine is removed and replaced with the small intestine of a cadaver.

#### **Special Medical Foods**

Special foods that are formulated for the dietary treatment of inborn errors of metabolism. The nutritional requirements of the member are established by a physician's medical evaluation of the member. The diet must be administered under the supervision of a physician.

### Specialist

A provider with a specific skill or expertise in the treatment of a particular condition or disease.

### Specialty Hospitals

Hospitals that treat specific diseases, such as mental illness.

### **Specialty Pharmaceuticals**

Biotech drugs, including high-cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include vaccines and chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin. **Select specialty pharmaceuticals require prior authorization from BCBSM**.

Examples of specialty pharmaceuticals include, but are not limited to, the following:

- Drugs administered by home infusion therapy providers
- Drugs administered in the office by health care practitioners
- Certain drugs to treat highly complex disorders, such as multiple sclerosis, lupus and immune deficiency
- Chemotherapy specialty pharmaceuticals dispensed at the pharmacy and self-administered, or administered by a health care practitioner at an approved facility or a physician's office



BCBSM will cover these drugs under the certificate that applies to the benefit. For example, drugs administered in the office by a health care practitioner are covered under the certificate that applies to your medical benefits.

### **Specialty Pharmacy**

Companies that specialize in specialty pharmaceuticals and the associated clinical management support.

### Speech Language Therapy Services

Rehabilitative services that use specific activities or methods to treat speech, language or voice impairment due to an illness, injury or following surgery.

### Spouse

An individual who is legally married to the subscriber and meets the group's eligibility requirements.

#### Stabilize

Stabilize, with respect to an emergency medical condition, means that no material deterioration of the condition is likely, within reasonable medical probability, to result from or occur during the transfer of the member from a facility (or with respect to a pregnant member who is having contractions, to deliver the child (including the placenta)).

### State-Controlled Drugs

Drugs that are usually sold over-the-counter, but require a prescription under state law when certain quantities are dispensed.

### **Stem Cells**

Primitive blood cells originating in the marrow, but also found in small quantities in the blood. These cells develop into mature blood components including red cells, white cells and platelets.

### **Step Therapy**

Previous treatment with one or more preferred drugs may be required.

### Subrogation

Subrogation occurs when BCBSM assumes the right to make a claim against or to receive money or other thing of value from another person, insurance company or organization. This right can be your right or the right of your dependents or representatives.

### Subscriber

The person who signed and submitted the application for coverage.

### Substance Use Disorder

Taking alcohol or other drugs in amounts that can:

- Harm a person's physical, mental, social and economic well-being
- Cause a person to lose self-control as reflected by alterations of thought, mood, cognition, or behavior
- Endanger the safety or welfare of self or others because of the substance's habitual influence on the person.

Substance use disorder is alcohol or drug abuse or dependence as classified in the most current edition of the "International Classification of Diseases."



Tobacco addictions are included in this definition.

### Surprise Billing

Instances where a member unknowingly receives care from a nonparticipating provider or receives care from a nonparticipating provider because a participating provider is unavailable and later receives an unexpected bill for the difference between what the provider charges and what we pay. (See Surprise Billing in the General Conditions of Your Contract section for more about laws that protect you from surprise billing).

### Syngeneic Transplant

A procedure using bone marrow, peripheral blood stem cells or umbilical cord blood from a member's identical twin to transplant into the member.

### Tandem Transplant

A procedure in which the member is given chemotherapy followed by a blood stem cell (peripheral or umbilical cord blood) transplant or bone marrow transplant, and if the member's cancer has not progressed, a second round of chemotherapy followed by a blood stem cell or bone marrow transplant. The second round of chemotherapy and transplant is usually performed within six months of the first transplant and if not, it must be approved by BCBSM. Tandem transplants are also referred to as dual transplants or sequential transplants. A tandem transplant is considered to be one transplant.

### **T-Cell Depleted Infusion**

A procedure in which T-Cells (immunocompetent lymphocytes) are eliminated from peripheral blood stem cells, bone marrow or umbilical cord blood.

### **Technical Surgical Assistance**

Professional active assistance given to the operating physician during surgery by another physician not in charge of the case.



NOTE Professional active assistance requires direct physical contact with the member.

### Telemedicine

Real-time health care services, delivered via telephone, internet, or other electronic technology when you're not in your provider's presence. Telemedicine visits are for the purpose of treating an ongoing condition that is expected to result in multiple visits before the condition is resolved or stabilized. Contact for these services can be initiated by the member or provider and must be within your provider's scope of practice for both medical and behavioral health services.

### **Terminally III**

A state of illness causing a person's life expectancy to be 12 months or less according to a medically justified opinion.

### Termination

An action that ends a member's coverage after the member's contract takes effect. This results in the member's contract being in effect up until the date it is terminated.

### Therapeutic Radiology

The treatment of neoplastic conditions with radiant energy.

### Therapeutic Shoes

Therapeutic or diabetic shoes are prescribed by a physician, certified nurse practitioner, or clinical nurse specialist-certified and are either "off-the-shelf" or custom-molded shoes which assist in protecting the diabetic foot.

### **Total Body Irradiation**

A procedure that exposes most of the body to ionizing radiation to produce an anti-tumor effect that helps prevent rejection of a bone marrow, peripheral blood stem cell or umbilical cord blood transplant.

### Total Care (TC)

A program that allows you to receive care management services outside the state of Michigan from a trained clinical care provider in a team effort with, and directed by, your primary care physician.

### **Treatment Plan**

A written plan that describes the goals, expected outcomes, type and limited duration of services to be provided to the member under the case management program. The treatment plan may include medically necessary services that BCBSM determines should be covered because of the member's condition as specified in the plan, even if those services are not covered under the patient's hospital and professional certificates. (Such services are referred to as non-contractual services.) All services described in the treatment plan must be ordered by the member's physician. Because plans that include non-contractual services are a binding contract between the member and BCBSM, they must be signed by the member (or representative) and the BCBSM case manager.

### **Urgent Care**

Walk-in care needed for an unexpected illness or injury that requires immediate treatment to prevent long-term harm. Urgent care centers are not the same as emergency rooms or professional providers' offices.

### **Valid Application**

An application for Medicare benefits filed by a member with ESRD according to the rules established by Medicare.

### **Virtual Primary Care**

The ability for members 18 and over to access a virtual primary care provider by a secure HIPAAcompliant digital platform including messages, telephone and video calls. Virtual primary care is a convenient, virtual visit that provides a broad range of primary care services including management and coordination of a member's health care. BCBSM partners with a Virtual Primary Care vendor to provide access to a Virtual PCP.

### **Voluntary Sterilization**

Sterilization that is not medically necessary according to generally accepted standards of medical practice and is performed strictly at the request of the member.

### **Waiting Period**

Defined by Medicare as the period of time (up to three months) before a member with ESRD, who has begun a regular course of dialysis, becomes entitled to Medicare. Entitlement begins on the first day of the fourth month of dialysis, provided the member files a valid application for Medicare.

### Ward

A hospital room with three or more beds.

### We, Us, Our

Used when referring to Blue Cross Blue Shield of Michigan or another entity or person Blue Cross Blue Shield of Michigan authorizes to act on its behalf.

### Well-Baby Care

Services provided in a physician's office to monitor the health and growth of a healthy child.

### Working Aged

Employed individuals age 65 or over, and individuals age 65 or over with employed spouses of any age, who have group health plan coverage by reason of their own or their spouse's current employment.

### **Working Disabled**

Disabled individuals under age 65 who have successfully returned to work but continue to have a disabling impairment.

### You and Your

Used when referring to any person covered under the subscriber's contract.

# Section 8: Additional Information You Need to Know

We want you to be satisfied with how we administer your coverage. If you have a question or concern about how we processed your claim or request for benefits, we encourage you to contact Customer Service. The telephone number is on the back of your Blues ID card and in the top right hand corner of your Explanation of Benefit (EOB) statements.

## **Grievance and Appeals Process**

We have a formal grievance and appeals process that allows you to dispute an adverse benefit decision or rescission of your coverage.

An adverse benefit decision includes a:

- Denial of a request for benefits
- Reduction in benefits
- A determination that surprise billing protections are not applicable or the improper application of those protections
- Failure to pay for a service or part of a service
- Rescission of coverage
  - A rescission of coverage is a cancellation or discontinuance of coverage that has retroactive effect, such as a cancellation that treats a policy as void from the time of enrollment.

You may file a grievance or appeal about any adverse benefit decision or rescission within 180 days after you receive the claim denial. The dollar amount involved does not matter.

If you file a grievance or appeal:

- You will not have to pay any filing charges
- You may submit materials or testimony at any step of the process to help us in our review
- You may authorize another person, including your physician, to act on your behalf at any stage in the standard review process. Your authorization must be in writing. Please call the Customer Service number on the back of your Blues ID card and ask for a *Designation of Authorized Representative and Release of Information* form. Complete it and send it with your appeal.
- Although we have 60 days to give you our final determination for post-service appeals, you have the right to allow us additional time if you wish.
- You do not have to pay for copies of information relating to BCBSM's decision to deny, reduce, terminate or cancel your coverage.

### Grievance and Appeal Process (continued)

The grievance and appeals process begins with an internal review by BCBSM. Once you have exhausted your internal options, you have the right to a review by the Michigan Department of Insurance and Financial Services.



You do not have to exhaust our internal grievance process before requesting an external review in certain circumstances:

- We waive the requirement
- We fail to comply with our internal grievance process
  - Our failure to comply must be for more than minor violations of the internal grievance process.
    - Minor violations are those that do not cause and are not likely to cause you prejudice or harm

### **Standard Internal Review Process**

**Step 1:** You or your authorized representative sends us a written statement explaining why you disagree with our decision.

Mail your written grievance to:

Appeals Unit Blue Cross Blue Shield of Michigan 600 East Lafayette Blvd. M.C. 1620 Detroit, MI 48226

**Step 2:** We will contact you to schedule a conference once we receive your grievance. During your conference, you can provide us with any other information you want us to consider in reviewing your grievance. You can choose to have the conference in person or over the telephone. If in person, the conference will be held at our office in Detroit during regular business hours. The written decision we give you after the conference is our final decision.

**Step 3:** If you disagree with our final decision, or you do not receive our decision within 60 days after we got your original grievance, you may request an external review. See below for how to request an external review.

#### Grievance and Appeal Process (continued)

#### **Standard External Review Process**

Once you have exhausted our standard internal review process, you or your authorized representative may request an external review.

The standard external review process is as follows:

Within 127 days of the date you receive or should have received our final decision, send a written request for an external review to the Department listed below. You may mail your request and the required forms that we give you to:

Department of Insurance and Financial Services Office of Research, Rules, and Appeals Appeals Section P.O. Box 30220 Lansing, MI 48909-7720

You may have your request delivered by courier or delivery to:

Department of Insurance and Financial Services 530 W. Allegan Street, 7th Floor Lansing, MI 48933

You may also contact the Department with your request by phone, fax, email or online:

Phone: 1-877-999-6442 Fax: 517-284-8838 Email: <u>DIFS-HealthAppeal@michigan.gov</u> Online: <u>https://difs.state.mi.us/Complaints/ExternalReview.aspx</u>

When you file a request for an external review, you will have to authorize the release of medical records that may be required to reach a decision during the external review. The Michigan Department of Insurance & Financial Services will independently review the adverse benefit determination, including determinations related to the application of surprise billing protections under the No Surprises Act.

If you ask for an external review about a medical issue or a surprise billing issue and the issue is found to be appropriate for external review, the Department will assign an independent review group to conduct the external review. The group will consist of independent clinical peer reviewers. The recommendation of the independent review group will only be binding on you and BCBSM if the Department decides to accept the group's recommendation. The Department will make sure that this independent review group does not have a conflict of interest with you, with us, or with any other relevant party.

#### Grievance and Appeal Process (continued)

#### **Reviews of Medical Issues**

**Step 1:** The Department will assign an independent review organization to review your request if it concerns a medical issue that is appropriate for an external review.

• You can give the Department additional information within seven days of requesting an external review. We must give the independent review organization all of the information we considered when we made a final decision, within seven days of getting notice of your request from the Department.

**Step 2:** The review organization will recommend within 14 days whether the Department should uphold or reverse our decision. The Department must decide within seven business days whether to accept the recommendation and then notify you of its decision. The decision is your final administrative remedy under the Patient's Right to Independent Review Act of 2000.

#### **Reviews of Nonmedical Issues**

**Step 1:** If your request for review involves nonmedical issues and is appropriate for external review, the Department staff will conduct the external review.

**Step 2:** They will recommend if the Department should uphold or reverse our decision. The Department will notify you of the decision. This is your final administrative remedy under the Patient's Right to Independent Review Act of 2000.

#### **Expedited Internal Review Process**

- If your physician shows (verbally or in writing) that following the timeframes of the standard internal
  process will seriously jeopardize:
  - Your life or health, or
  - Your ability to regain maximum function

You may request an expedited internal review if you believe:

- We wrongly denied, terminated, cancelled or reduced your coverage for a service before you receive it, or
- We failed to respond in a timely manner to a request for benefits or payment
- The process to submit an expedited internal review is as follows:

**Step 1:** Call 313-225-6800 to request an expedited review. Your physician should also call this number to verify that you qualify for an expedited review.

**Step 2:** We must provide you with our decision within 72 hours of receiving both your grievance and the physician's substantiation.

**Step 3:** If you do not agree with our decision, you may, within 10 days of receiving it, request an expedited external review.

#### Grievance and Appeal Process (continued)

#### **Expedited External Review Process**

If you have filed a request for an expedited internal review, you or your authorized representative may ask for an expedited external review from the Department of Insurance and Financial services.

You may request an expedited external review if you believe:

- We wrongly denied, terminated, cancelled or reduced your coverage for a service before you
  receive it, or
- We failed to respond in a timely manner to a request for benefits or payment

The process is as follows:

**Step 1:** A request for external review form will be sent to you or your representative with our final adverse determination

Step 2: Complete this form and mail it to:

Department of Insurance and Financial Services Office of Research, Rules, and Appeals Appeals Section P.O. Box 30220 Lansing, MI 48909-7720

You may have your request delivered by courier or delivery to:

Department of Insurance and Financial Services 530 W. Allegan Street, 7th Floor Lansing, MI 48933

You may also contact the Department with your request by phone, fax, email or online:

Phone: 1-877-999-6442 Fax: 517-284-8838 Email: <u>DIFS-HealthAppeal@michigan.gov</u> Online: <u>https://difs.state.mi.us/Complaints/ExternalReview.aspx</u>

When you file a request for an external review, you will have to authorize the release of medical records that may be required to reach a decision during the external review.

**Step 3:** The Department will decide if your request qualifies for an expedited review. If it does, the Department will assign an independent review organization to conduct the review. The organization will recommend within 36 hours if the Department should uphold or reverse our decision.

**Step 4:** The Department must decide whether to accept the recommendation within 24 hours. You will be told of the Department's decision. This decision is the final administrative decision under the Patient's Right to Independent Review Act of 2000.

### **Pre-Service** Appeals

#### For members who must get approval before obtaining certain health services.

Your plan may require preapproval of certain health services. If preapproval is denied, you can appeal this decision.

Please follow the steps below to request a review. If you have questions or need help with the appeal process, please call the Customer Service number on the back of your Blues ID card.

All appeals must be requested in writing. We must receive your written request within 180 days of the date you received notice that the service was not approved.

#### **Requesting a Standard Pre-Service Review**

You may make the request yourself, or your professional provider or someone else acting on your behalf may make the request for you. If another person will represent you, that person must obtain written authorization to do so. Please call the Customer Service number on the back of your Blues ID card and ask for a *Designation of Authorized Representative and Release of Information* form. Complete it and send it with your appeal.

Your request for a review must include:

- Your contract and group numbers, found on your Blues ID card
- A daytime phone number for both you and your representative
- The member's name if different from your name
- A statement explaining why you disagree with our decision and any additional supporting information

Once we receive your appeal, we will provide you with our final decision within 30 days.

#### **Requesting an Urgent Pre-Service Review**

If your situation meets the definition of urgent under the law, your request will be reviewed as soon as possible; generally within 72 hours. An urgent situation is one in which your health may be in serious jeopardy or, in the opinion of your physician; you may experience pain that cannot be adequately controlled while you wait for a decision on your appeal. If you believe your situation is urgent, you may request an urgent review. You may also request a simultaneous external review.

See above for the steps to follow to request an expedited external review.

For more information on how to ask for an urgent review or simultaneous expedited external review, call the Customer Service number listed on the back of your Blues ID card.

#### Need More Information?

At your request and without charge, we will send you details from your health care plan if our decision was based on your benefits. If our decision was based on medical guidelines, we will provide you with the appropriate protocols and treatment criteria. If we involved a medical expert in making this decision, we will provide that person's credentials.

To request information about your plan or the medical guidelines used, or if you need help with the appeal process, call the Customer Service number on the back of your Blues ID card.

#### Other Resources to Help You

For questions about your rights, this notice, or for assistance, you can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). You can also contact the director of the Department of Insurance and Financial Services for assistance.

To contact the Director:

- Call toll-free at 1-877-999-6442; or
- Fax at 517-284-8837; or
- Online at <u>https://difs.state.mi.us/Complaints/ExternalReview.aspx;</u> or
- Mail to:

Department of Insurance and Financial Services P.O. Box 30220 Lansing, MI 48909-7720

### We Speak Your Language

ATTENTION: If you speak English, free language assistance services are available to you. Appropriate auxiliary aids and services to provide information in accessible formats are also available free of charge. Call 877-469-2583 TTY: 711 or speak to your provider.

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. También se ofrecen, sin costo alguno, ayuda y servicios auxiliares adecuados para proporcionar información en formatos accesibles. Llame al 877-469-2583 TTY: 711 o hable con su proveedor.

تنبيه: إذا كنت تتحدث الإنجليزية، فإن خدمات المساعدة اللغوية المجانية متوفرة لك. تتوفر أيضًا المساعدات والخدمات المساعدة المناسبة لتوفير المعلومات بتنسيقات يسهل الوصول إليها مجانًا. اتصل برقم TTY: 711 669-469-877 أو تحدث إلى مزود الخدمة الخاص بك.

注意:如果您说[中文],我们将免费为您提供语言协助服务。我们还免费提供适当的辅助工具和服务,以无障碍格式提供信息。请致电 877-469-2583 (TTY: 711) 或咨询您的服务提供商。

ەبەتتى»: ىپ ئېسلاف چە ئېھىدىمەلەپ لىتكە ئىعەتكە، بۇعوغىلاتى، تۇغۇنالاتە تاقتكە حەتقەيە يەتتە قلمجەپ تكە بىر يىخ ئەئەنتىۋى لىسچە لېھجلالاتە تىخەتىكەتلاتە جەھىيەتە چاھىيە ئېس، يەرۋە تىكە ئېرىتە، ھىتخەن بىر يىلەر يىلەر يەتكە 2583-469-877 ئە ھەھەچەن خىر خەنجتەمەن.

LƯU Ý: Nếu bạn nói tiếng Việt, chúng tôi cung cấp miễn phí các dịch vụ hỗ trợ ngôn ngữ. Các hỗ trợ và dịch vụ phù hợp để cung cấp thông tin bằng các định dạng dễ tiếp cận cũng được cung cấp miễn phí. Vui lòng gọi số 877-469-2583 TTY: 711 hoặc trao đổi với người cung cấp dịch vụ của bạn.

VËMENDJE: Nëse flisni shqip, shërbime falas të ndihmës së gjuhës janë në dispozicion për ju. Ndihma të përshtatshme dhe shërbime shtesë për të siguruar informacion në formate të përdorshme janë gjithashtu në dispozicion falas. Telefononi 877-469-2583 TTY: 711 ose bisedoni me ofruesin tuaj të shërbimit.

알림: 한국어를 사용하는 경우 언어 지원 서비스를 무료로 이용할 수 있습니다. 정보를 접근 가능한 형식으로 제공받을 수 있는 적절한 보조 기구와 서비스도 무료로 이용할 수 있습니다. 877-469-2583 TTY: 711 번으로 전화하거나 담당 기관에 문의하십시오.

মনোযোগ দিন: যদি আপনি বাংলা বলেন তাহলে আপনার জন্য বিনামূল্যে ভাষা সহায়তা পরিষেবাদি উপলব্ধ রয়েছে। অ্যাক্সেসযোগ্য ফরম্যাটে তথ্য প্রদানের জন্য উপযুক্ত সহায়ক সহযোগিতা এবং পরিষেবাদিও বিনামূল্যে উপলব্ধ রয়েছে। ৪77-469-2583 TTY: 711 নম্বরে কল করুন অথবা আপনার প্রদানকারীর সাথে কথা বলুন।

UWAGA: Osoby mówiące po polsku mogą skorzystać z bezpłatnej pomocy językowej. Dodatkowe pomoce i usługi zapewniające informacje w dostępnych formatach są również dostępne bezpłatnie. Zadzwoń pod numer 877-469-2583 TTY: 711 lub porozmawiaj ze swoim usługodawcą.

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachassistenzdienste zur Verfügung. Entsprechende Hilfsmittel und Dienste zur Bereitstellung von Informationen in barrierefreien Formaten stehen ebenfalls kostenlos zur Verfügung. Rufen Sie 877-469-2583 TTY: 711 an oder sprechen Sie mit Ihrem Provider.

ATTENZIONE: se parli Italiano, sono disponibili servizi di assistenza linguistica gratuiti. Sono inoltre disponibili gratuitamente ausili e servizi ausiliari adeguati per fornire informazioni in formati accessibili. Chiama l'877-469-2583 TTY: 711 o parla con il tuo fornitore.

注:日本語を話される場合、無料の言語支援サービスをご利用いただけます。情報をアクセスしやすい形式で提供するための適切な補助器具やサービスも無料でご利用いただけます。877-469-2583 TTY: 711 までお電話いただくか、ご利用の 事業者にご相談ください.

ВНИМАНИЕ: Если вы говорите на русский, вам доступны бесплатные услуги языковой поддержки. Соответствующие вспомогательные средства и услуги по предоставлению информации в доступных форматах также предоставляются бесплатно. Позвоните по телефону 877-469-2583 ТТҮ: 711 или обратитесь к своему поставщику услуг.

PAŽNJA: Ako govorite srpsko-hrvatski, dostupne su vam besplatne usluge jezične pomoći. Odgovarajuća pomoćna pomagala i usluge za pružanje informacija u pristupačnim formatima također su dostupni besplatno. Nazovite 877-469-2583 TTY: 711 ili razgovarajte sa svojim pružateljem usluga.

PAALALA: Kung nagsasalita ka ng Tagalog, magagamit mo ang mga libreng serbisyong tulong sa wika. Magagamit din nang libre ang mga naaangkop na karagdagang tulong at serbisyo upang magbigay ng impormasyon sa mga naa-access na format. Tumawag sa 877-469-2583 TTY: 711 o makipag-usap sa iyong provider.

#### Discrimination Is Against The Law

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex (including sex characteristics, intersex traits; pregnancy or related conditions; sexual orientation; gender identity, and sex stereotypes). Blue Cross Blue Shield of Michigan and Blue Care Network does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

Blue Cross Blue Shield of Michigan and Blue Care Network:

- Provide people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as: qualified sign language interpreters, written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provide free language services to people whose primary language is not English, which may include qualified interpreters and information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, call the Customer Service number on the back of your card. If you aren't already a member, call 877-469-2583 or, if you're 65 or older, call 888-563-3307, TTY: 711. Here's how you can file a civil right complaint if you believe that Blue Cross Blue Shield of Michigan or Blue Care Network 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 in person, by mail, fax, or email with:

Office of Civil Rights Coordinator 600 E. Lafayette Blvd., MC 1302 Detroit, MI 48226 Phone: 888-605-6461, TTY: 711 Fax: 866-559-0578 Email: <u>CivilRights@bcbsm.com</u>

#### Discrimination Is Against The Law (continued)

If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the <u>Office for Civil Rights Complaint Portal website</u> or by mail, phone, or email at:

U.S. Department of Health & Human Services 200 Independence Ave, SW Room 509, HHH Building Washington, D.C. 20201

Phone: 800-368-1019, TTD: 800-537-7697 Email: <u>OCRComplaint@hhs.gov</u>

Complaint forms are available on the U.S. Department of Health & Human Services Office for Civil Rights website

This notice is available at Blue Cross Blue Shield of Michigan and Blue Care Network's website:

https://www.bcbsm.com/important-information/policies-practices/nondiscrimination-notice/

## **Section 9: How to Reach Us**

This section lists phone numbers and addresses to help you get information quickly. You may call or visit our BCBSM Customer Service centers.

### To Call

Most of our BCBSM Customer Service lines are open for calls 8:00 a.m. to 8:00 p.m., Monday through Friday. Please have your Blues ID card ready when you call.

For when you are out of the country, call Blue Cross Blue Shield Global Core Program1-804-673-1177 (call collect)
For when you are out-of-state, call BlueCard 1-800-810-2583
Area code 906 Upper Peninsula toll-free
Area code 517 or 989 Mid-Michigan toll-free
<b>Area code 231, 269 or 616</b> West Michigan toll-free
Area code 248, 313, 586, 734, 810 or 947 Southeast Michigan toll-free

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