

# SAMPLE



**Rhode Island Large Group  
Health Maintenance Organization  
Advantage HMO**

**CERTIFICATE OF COVERAGE**

**TUFTS HEALTH PLAN  
705 Mount Auburn Street  
Watertown, MA 02472-1508**

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# TUFTS HEALTH PLAN Address and Telephone Directory

TUFTS HEALTH PLAN  
705 Mount Auburn Street  
Watertown, Massachusetts 02472-1508

## Member Service Hours:

Hours: Monday through Thursday 8:00 a.m.-7:00 p.m.  
Friday 8:00 a.m-5:00 p.m.

## **IMPORTANT PHONE NUMBERS:**

### **EMERGENCY Care**

For routine care, always call your PRIMARY CARE PROVIDER (PCP). Do this before seeking care. If you have an urgent medical need and cannot reach your PCP or your PCP's COVERING PROVIDER, seek care at the nearest emergency room.

Important Note: If needed, call 911 for EMERGENCY medical assistance. If 911 services are not available in your area, call the local number for EMERGENCY medical services.

### **Liability Recovery**

Call the Liability and Recovery Department at 1-888-880-8699, x. 1098 for questions about coordination of benefits and workers' compensation. For example, call that department with questions about how TUFTS HEALTH PLAN coordinates coverage with other health care coverage that you may have. This department is available from 8:00 a.m. - 5:00 p.m. Monday through Friday.

You may have questions about subrogation. If so, call a Member Services Representative at 1-800-682-8059. You may not be sure about which department to call with your questions. If so, call Member Services.

### **Member Services Department**

Call the Member Services Department at 1-800-682-8059 for: general questions, assistance in choosing a PRIMARY CARE PROVIDER (PCP); benefit questions; and information regarding eligibility for enrollment and billing.

### **Behavioral Health Services**

You may need information regarding behavioral health professionals in your area. If so, call the Behavioral Health Department at 1-800-208-9565.

### **Services for Hearing Impaired MEMBERS**

You may be hearing impaired. If so, these services are provided:

### **Telecommunications Device for the Deaf (TDD)**

If you have access to a TDD phone, call 711 or 1-800-868-5850. You will reach our Member Services Department.

### **Rhode Island Relay**

711 or 1-800-745-5555

## TUFTS HEALTH PLAN Address and Telephone Directory

### IMPORTANT ADDRESSES:

#### Appeals and Grievances Department

You may need to call us about a concern or appeal. If so, call our Member Services Department at 1-800-682-8059. To submit your appeal or grievance in writing, send your letter to:

#### TUFTS HEALTH PLAN

**Attn: Appeals and Grievances Department**

**705 Mt. Auburn Street**

**P.O. Box 9193**

**Watertown MA 02471-9193**

#### Web site:

You may want more information about TUFTS HEALTH PLAN or to learn about the self-service options available to you. If so, see the TUFTS HEALTH PLAN Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com). Or you may submit your appeal or grievance in-person at the address above; or by fax at 617-972-9509.

#### Fraud, Waste and Abuse

You may have concerns about being billed for services you never received, or that your insurance information has been stolen or used by someone else. To report potential health care fraud and abuse, or if you have questions, please call us at 1-800-682-8059, or email [fraudandabuse@tufts-health.com](mailto:fraudandabuse@tufts-health.com). You can also call our confidential hotline anytime at 877-824-7123 or send an anonymous letter to us at:

#### Tufts Health Plan

**Attn: Fraud and Abuse**

**705 Mount Auburn Street**

**Watertown, MA 02472**

## ANTI-DISCRIMINATION NOTICE

Tufts Health Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Tufts Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Tufts Health Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Tufts Health Plan at 800.462.0224.

If you believe that Tufts Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Tufts Health Plan, Attention:

Civil Rights Coordinator Legal Dept.

705 Mount Auburn St. Watertown, MA 02472

Phone: 888.880.8699 ext. 48000, [TTY number 800.439.2370 or 711]

Fax: 617.972.9048

Email: [OCRCoordinator@tufts-health.com](mailto:OCRCoordinator@tufts-health.com).

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Tufts Health Plan Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building Washington, D.C. 20201

800.368.1019, 800.537.7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

## Translating services for over 200 languages

For no cost translation in English, call the number on your ID card.

**Arabic** للحصول على خدمة الترجمة المجانية باللغة العربية، يرجى الاتصال على الرقم المدون على بطاقة الهوية الخاصة بك.

**Chinese** 若需免費的中文版本，請撥打 ID 卡上的電話號碼。

**French** Pour demander une traduction gratuite en français, composez le numéro indiqué sur votre carte d'identité.

**German** Um eine kostenlose deutsche Übersetzung zu erhalten, rufen Sie bitte die Telefonnummer auf Ihrer Ausweiskarte an.

**Greek** Για δωρεάν μετάφραση στα Ελληνικά, καλέστε τον αριθμό που αναγράφεται στην αναγνωριστική κάρτα σας.

**Haitian Creole** Pou jwenn tradiksyon gratis nan lang Kreyòl Ayisyen, rele nimewo ki sou kat ID ou.

**Italian** Per la traduzione in italiano senza costi aggiuntivi, è possibile chiamare il numero indicato sulla tessera identificativa.

**Japanese** 日本語の無料翻訳については ID カードに書いてある番号に電話してください。

**Khmer (Cambodian)** សម្រាប់សេវាបកប្រែដោយឥតគិតថ្លៃជា ភាសាខ្មែរ សូមទូរស័ព្ទទៅកាន់លេខដែលមាននៅលើកាត់សម្គាល់សមាជិករបស់អ្នក។

**Korean** 한국어로 무료 통역을 원하시면, ID 카드에 있는 번호로 연락하십시오.

**Laotian** ສໍາລັບການແປພາສາບັນພາສາລາວທີ່ບໍ່ໄດ້ເຂັ້ມຄົງໃຊ້ຈ່າຍ, ໃຫ້ໂທຫາເບີທີ່ຢູ່ເທິງບັດປະຈຳຕົວຂອງທ່ານ.

**Navajo** Doo bą́ąh iliní da Diné k'ehjí álnéehgo, hodiilnih béésh bee hani'é bee nées ho'dilzingo nantinígíí bikáá'.

**Persian** برای ترجمه رایگان فارسی به شماره تلفن مندرج در کارت شناسایی تان زنگ بزنید.

**Polish** Aby uzyskać bezpłatne tłumaczenie w języku polskim, należy zadzwonić na numer znajdujący się na Pana/i dowodzie tożsamości.

**Portuguese** Para tradução grátis para português, ligue para o número no seu cartão de identificação.

**Russian** Для получения услуг бесплатного перевода на русский язык позвоните по номеру, указанному на идентификационной карточке.

**Spanish** Por servicio de traducción gratuito en español, llame al número de su tarjeta de miembro.

**Tagalog** Para sa walang bayad na pagsasalin sa Tagalog, tawagan ang numero na nasa inyong ID card.

**Vietnamese** Để có bản dịch tiếng Việt không phải trả phí, gọi theo số trên thẻ căn cước của bạn.

1-800-682-8059

### Telecommunications Device for the Deaf (TDD)

711 or 1-800-868-5850

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## Overview

Welcome to TUFTS HEALTH PLAN. We are pleased you have chosen us. We look forward to working with you to help you meet your health care needs. We are a health maintenance organization. We arrange for your health care through a network of health care professionals and hospitals. When you join TUFTS HEALTH PLAN, you will need to choose a PRIMARY CARE PROVIDER (PCP). Your PCP will manage your care. Your PCP is a physician, physician assistant, or nurse practitioner in private practice. He or she personally cares for your health needs. If the need arises, your PCP will refer you to a specialist within our network.

**IMPORTANT NOTE:**

For OUTPATIENT care: You may receive services from your PCP, a behavioral health/substance use disorder PROVIDER, or an obstetrician/gynecologist ("Ob/Gyn") or for routine eye exams, your COST SHARING AMOUNT may be lower than for services from other PROVIDERS.

For more information, see the "Benefit Overview" section at the beginning of this document.



This book will help you find answers to your questions about n TUFTS HEALTH PLAN benefits. Capitalized words are defined in the Glossary in Appendix A.

Your satisfaction with n TUFTS HEALTH PLAN is important to us. If you have any questions, call a Member Specialist. We will be happy to help you.

Tufts Associated Health Maintenance Organization, Inc. is licensed as a health maintenance organization in Massachusetts and Rhode Island. This company does business under the name n TUFTS HEALTH PLAN.

### **Eligibility for Benefits**

When you join TUFTS HEALTH PLAN, you agree to receive your care from TUFTS HEALTH PLAN PROVIDERS. TUFTS HEALTH PLAN covers only the services and supplies described as COVERED SERVICES in Chapter 3 of this EVIDENCE OF COVERAGE. There are no pre-existing condition limitations under this plan. You are eligible to use your benefits as of your EFFECTIVE DATE.

In accordance with federal law (45 CFR § 148.180), TUFTS HEALTH PLAN does not:

- adjust PREMIUMS based on genetic information;
- request or require genetic testing; or
- collect genetic information at any time from an individual for underwriting purposes.

**IMPORTANT NOTE FOR MEMBERS IN GROUP CONTRACTS ONLY:** You may live in Massachusetts or New Hampshire. If so, your benefits under this plan include benefits required under applicable Massachusetts or New Hampshire law. For more information, call Member Services.

### **Calls to Member Services**

The Member Services Department is committed to excellent service. Calls to our Member Services Department may be monitored to assure quality service.



## BENEFIT OVERVIEW

This section describes your COST SHARING AMOUNTS, DEDUCTIBLE and OUT-OF POCKET MAXIMUM under this plan. Please see Chapter 3, COVERED SERVICES for more details about your benefits:

- Important Terms and Definitions
- Cost Sharing Overview
- Important information about your:
  - COINSURANCE
  - DEDUCTIBLE
  - OUT-OF POCKET MAXIMUM
- Preventive Care Services
- Schedule of Benefits
  - Cost Sharing table
  - Benefit limits

### IMPORTANT TERMS AND DEFINITIONS

As you read through this section please keep the following terms and definitions in mind:

**COST SHARING AMOUNTS:** This is the cost you must pay for certain COVERED SERVICES. This amount may include DEDUCTIBLES, COPAYMENTS, and/or COINSURANCE.

**DEDUCTIBLE:** This is the amount you and the enrolled MEMBERS of your family (if applicable) must pay each PLAN YEAR for certain COVERED SERVICES before payments are made under this EVIDENCE OF COVERAGE.

**OUT-OF POCKET MAXIMUM:** This is the maximum amount a MEMBER pays during a PLAN YEAR for certain COVERED SERVICES. The OUT-OF POCKET MAXIMUM consists of COST SHARING AMOUNTS.

It does not include: (1) premiums you pay for this plan; (2) costs above the REASONABLE CHARGE; or (3) costs for services that are not COVERED SERVICES under the Group Contract. If you meet the OUT-OF POCKET MAXIMUM in a PLAN YEAR, then you no longer pay COST SHARING AMOUNTS in that PLAN YEAR under the terms of this EVIDENCE OF COVERAGE.

**PRIMARY CARE PROVIDER (PCP):** The TUFTS HEALTH PLAN physician, physician assistant, or nurse practitioner you have chosen from the Directory of Health Care Providers. This PCP has an agreement with us to provide primary care and to coordinate, arrange, and authorize the provision of COVERED SERVICES.

**TUFTS HEALTH PLAN or NETWORK PROVIDER:** A PROVIDER who has an agreement with TUFTS HEALTH PLAN (either directly or with a provider network with whom we have a contract) to provide COVERED SERVICES to MEMBERS.

**TUFTS HEALTH PLAN or NETWORK HOSPITAL:** A hospital that has an agreement with TUFTS HEALTH PLAN to provide certain COVERED SERVICES to MEMBERS.

Please see **Appendix A** for these and other terms used throughout this EVIDENCE OF COVERAGE.

If you have questions, please visit our Website at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

Or

call our Member Services department at 1-888-682-8059

## COST SHARING OVERVIEW

This chart does not include all COST SHARING AMOUNTS. See the Schedule of Benefits for more information.

|  |  |
|--|--|
| <b>NETWORK PRIMARY CARE PROVIDER (PCP)</b>     | \$25.00 COPAYMENT per visit                    |
| <b>Any other NETWORK PROVIDER (specialist)</b> | \$35.00 COPAYMENT per visit                    |
| <b>NETWORK HOSPITAL Facility</b>               | DEDUCTIBLE then Covered in full per admission. |
| <b>Physician/surgeon</b>                       | DEDUCTIBLE then Covered in full                |
| <b>DEDUCTIBLE (per PLAN YEAR)</b>              |  |
| <b>Individual MEMBER</b>                       | \$500.00                                       |
| <b>Family of two or more MEMBERS</b>           | \$1,000.00 per family                          |
| <b>OUT-OF-POCKET MAXIMUM (per PLAN YEAR)</b>   |  |
| <b>Individual MEMBER</b>                       | \$3,000.00                                     |
| <b>Family of two or more MEMBERS</b>           | \$6,000.00 per family                          |

|                       |                              |   |
|-----------------------|------------------------------|---|
| <b>EMERGENCY ROOM</b> | \$200.00 COPAYMENT per visit | <b>Call 911 for emergency medical assistance or go to the nearest emergency medical facility.</b> |
|-----------------------|------------------------------|---|

**NOTE:** Except for EMERGENCY and URGENT CARE services, this plan does not cover services provided by NON-NETWORK PROVIDERS. For more information, see “EMERGENCY and URGENT CARE”, under “How the Plan Works” in Chapter 1 of this EVIDENCE OF COVERAGE.

## Important information about your DEDUCTIBLE

A DEDUCTIBLE is the amount you and the enrolled MEMBERS of your family (if applicable) must pay each PLAN YEAR before we begin to pay for COVERED SERVICES under the terms of this EVIDENCE OF COVERAGE.

- **The Schedule of Benefits later in this section states:**
  - COVERED SERVICES that are subject to a DEDUCTIBLE; and
  - COST SHARING AMOUNTS that apply after you meet a DEDUCTIBLE.
- **Note: Under a family plan**, any combination of enrolled MEMBERS in a family can contribute towards meeting a Family DEDUCTIBLE. Once the Family DEDUCTIBLE is been met during a PLAN YEAR, we begin to pay for COVERED SERVICES for all enrolled MEMBERS in a family under the terms of this Certificate of Insurance. **However:**
  - If any enrolled MEMBER in a family meets the Individual DEDUCTIBLE before the Family DEDUCTIBLE is met, then that MEMBER has met his/her DEDUCTIBLE requirement, and we begin to pay towards his/her COVERED SERVICES under the terms of this EVIDENCE OF COVERAGE.
- **The following amounts do not count towards your DEDUCTIBLE:**
  - Any amount you pay for services, supplies, or medications that are not COVERED SERVICES.
  - Costs in excess of the REASONABLE CHARGE.

Please note: Any amount paid by the MEMBER for a COVERED SERVICE rendered during the last 3 months of a PLAN YEAR shall be carried forward to the next PLAN YEAR's DEDUCTIBLE.

Any DEDUCTIBLE amount carried forward will be applied to the next PLAN YEAR OUT-OF-POCKET MAXIMUM.

## Important information about your OUT-OF POCKET MAXIMUM

The OUT-OF POCKET MAXIMUM is the most you pay in COST SHARING AMOUNTS for COVERED SERVICES during a PLAN YEAR

- The Cost Sharing Overview earlier in this section lists your OUT-OF POCKET MAXIMUM. NOTE: **Under a family plan**, any combination of enrolled MEMBERS in a family can contribute towards meeting the Family OUT-OF POCKET MAXIMUM. Once the Family OUT-OF POCKET MAXIMUM is met during a PLAN YEAR we will begin to pay for COVERED SERVICES for all enrolled MEMBERS in a family under the terms of this Evidence of Coverage. **However:**
  - If any enrolled MEMBER in a family meets the Individual OUT-OF POCKET MAXIMUM before the Family OUT-OF POCKET MAXIMUM is met;
    - Then that MEMBER has met his/her OUT-OF POCKET MAXIMUM requirement;
    - And we will begin to pay for his/her COVERED SERVICES under the terms of this Evidence of Coverage.
  - Please note: Your combined OUT-OF POCKET MAXIMUM for medical and prescription drug COVERED SERVICES will not exceed the dollar limit set by the federal government.
  - The following amounts do not count towards your OUT-OF POCKET MAXIMUM:
    - Any amount paid for services, supplies or medications that are not COVERED SERVICES; and
    - Costs in excess of the REASONABLE CHARGE.

## **PREVENTIVE CARE SERVICES**

In accordance with the Affordable Care Act (ACA), this plan provides coverage for MEMBERS for preventive care services, immunizations, and vaccinations provided for in the guidelines for the following resources:

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

**COST SHARING AMOUNTS are different for preventive services and diagnostic services:**

- **Preventive care services** described in the ACA guidelines above are **covered in full when provided by TUFTS HEALTH PLAN PROVIDERS.**
  - This includes, but is not limited to, preventive screening procedures such as screening colonoscopies and sigmoidoscopies.
  - Other examples include preventive health services, such as preventive mammograms, Pap tests and prostate exams, and preventive laboratory tests.
- **Diagnostic services** are usually subject to COST SHARING AMOUNTS.
  - This includes, but is not limited to, diagnostic colonoscopies, endoscopies, and proctosigmoidoscopies.
  - Other examples include diagnostic mammograms, diagnostic prostate and colorectal exams, and diagnostic laboratory tests.
- For more information, see the Schedule of Benefits later in this section, including the following sections:
  - Preventive health care for MEMBERS through age 19
  - Preventive health care for MEMBERS age 20 and over
  - Preventive Screenings and Diagnostic Procedures and Exams

For a current list of preventive services, please see our web site at:

<https://www.tuftshealthplan.com/documents/employers/health-wellness/list-of-preventive-services>

OR

<https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services>

**Please call Member Services if you have specific questions about preventive services**

## SCHEDULE OF BENEFITS

This Schedule of Benefits states your COST SHARING AMOUNTS for COVERED SERVICES. This includes when you must pay a DEDUCTIBLE. Please note the following:

- For certain OUTPATIENT services listed as "covered in full", you may be charged COST SHARING AMOUNTS when these services are provided in conjunction with an office visit.
- COPAYMENTS for urgent care services vary depending upon the location in which services are rendered. Examples include a PROVIDER's office, LIMITED SERVICE MEDICAL CLINIC, URGENT CARE CENTER or EMERGENCY room.
- A Telemedicine services visit with a TUFTS HEALTH PLAN PROVIDER will apply the same COST SHARING AMOUNTS that applies to an in-person office visit with that PROVIDER.



**Benefit Overview, continued**

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES   | YOUR COST   |
|--|---|
| <b>EMERGENCY Care</b>  |   |
| Treatment in an EMERGENCY room   | <p>\$200.00 COPAYMENT per admission.</p> <p>Note: EMERGENCY room COPAYMENT waived if admitted as an INPATIENT or for DAY SURGERY.</p> <p>Note: Observation services will take an EMERGENCY Room COPAYMENT.</p>  |
| <p>If you are admitted as an INPATIENT after receiving EMERGENCY care, we recommend that you or someone acting for you (such as a family member or the attending PROVIDER) call your PCP or TUFTS HEALTH PLAN within 48 hours.</p> |   |
| <b>OUTPATIENT CARE</b>   |   |
| Allergy Injections   | DEDUCTIBLE then Covered in full   |
| Allergy testing  | DEDUCTIBLE then Covered in full   |
| Autism spectrum disorders - diagnosis and treatment <b>(PA)</b>  | <p><u>Applied behavioral analysis (ABA) services:</u></p> <ul style="list-style-type: none"> <li>• <u>When provided by a PARAPROFESSIONAL:</u> DEDUCTIBLE then Covered in full</li> <li>• <u>When provided by a BOARD-CERTIFIED BEHAVIOR ANALYST (BCBA):</u> DEDUCTIBLE then Covered in full</li> </ul> <p><b>Prescription medications:</b> Covered as described under "Prescription Drug Benefit" in Chapter 3.</p> <p><b>Psychological and psychiatric care:</b> See behavioral health and substance use disorder benefit</p> <p><b>Physical, occupational and speech therapies*:</b> DEDUCTIBLE then Covered in full</p> <p>*Note: Refer to the "Speech, physical and occupational therapy services" benefit later in this Benefit Overview for visit limits and PRIOR AUTHORIZATION related to therapy services provided to treat conditions other than autism spectrum disorder.</p> |
| Cardiac rehabilitation <b>(BL)</b>   | DEDUCTIBLE then covered in full   |
| Spinal manipulation  | \$35.00 COPAYMENT applies per visit   |
| Chemotherapy   | DEDUCTIBLE then Covered in full   |

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**(BL)** - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

**CAPITALIZED** words are defined in Appendix A.

**Benefit Overview, continued**

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES   | YOUR COST  |
|--|--|
| <p>Diabetes services and supplies<br/>(For more information, see "Diabetes services and supplies" in Chapter 3.)</p>   | <p><u>Diabetic test strips:</u><br/>See "Prescription Drug Benefit" in Chapter 3.<br/><u>Diabetes supplies covered as DURABLE MEDICAL EQUIPMENT:</u><br/>See "Durable Medical Equipment" later in this Benefit Overview.<br/>For information about your cost for diabetes supplies covered as prescription medication, see "Prescription Drug Benefit" in Chapter 3, if applicable.<br/><u>Diabetes self-management education:</u><br/>\$25.00 COPAYMENT applies per visit for care received from your PCP.<br/>\$35.00 COPAYMENT applies per visit for care received from any other TUFTS HEALTH PLAN PROVIDER.</p> |
| <p>Diagnostic Imaging (PA)</p> <ul style="list-style-type: none"> <li>• General imaging (such as x-rays and ultrasounds); and</li> <li>• MRI / MRA, CT/CTA, PET and nuclear cardiology.</li> </ul>               | <p><u>General imaging:</u><br/>DEDUCTIBLE then Covered in full<br/><u>MRI/MRA:</u><br/>DEDUCTIBLE then Covered in full.<br/><u>CT/CTA:</u><br/>DEDUCTIBLE then Covered in full.<br/><u>PET:</u><br/>DEDUCTIBLE then Covered in full.<br/><u>Nuclear cardiology:</u><br/>DEDUCTIBLE then Covered in full.</p>   |
| <p>Diagnostic testing (PA)<br/>(Also see Preventive Screenings and Diagnostic Tests, Procedures &amp; Exams later in this section)</p>   | <p>DEDUCTIBLE then Covered in full</p>   |
| <p>Early intervention services for a DEPENDENT CHILD</p>   | <p>Covered in full</p>   |
| <p>Family planning (procedures, services and contraceptives)<br/>Note: Under the ACA, women's preventive health services, including contraceptives and female sterilization procedures, are covered in full.</p> | <p><u>Office Visit:</u><br/>\$25.00 COPAYMENT applies per visit for care received from your PCP.<br/><br/>\$35.00 applies per visit for care received from any other TUFTS HEALTH PLAN PROVIDER.<br/><u>DAY SURGERY:</u><br/>DEDUCTIBLE then Covered in full</p>   |

(PA) - PRIOR AUTHORIZATION is required for this service or certain services in this benefit category. Please see Important Information about COVERED SERVICES and PRIOR AUTHORIZATION at the beginning of Chapter 3.

(BL) - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

CAPITALIZED words are defined in Appendix A.

**Benefit Overview**, continued

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES   | YOUR COST  |
|--|--|
| Hemodialysis   | DEDUCTIBLE and then Covered in full.   |
| Human leukocyte antigen (HLA) testing or histocompatibility testing <b>(PA)</b> <b>(BL)</b>  | DEDUCTIBLE then Covered in full  |
| Immunizations<br>Note: Preventive immunizations, including those for travel, that are recommended by the Center for Disease Control (CDC) are listed on their website at:<br><a href="http://www.cdc.gov/vaccines/schedules/">http://www.cdc.gov/vaccines/schedules/</a>   | <b>Preventive immunizations, including those for travel, as recommended by the CDC:</b> Covered in full. |
| Infertility services <b>(PA)</b><br>Note: For more information, see Chapter 3, Covered Services  | TUFTS HEALTH PLAN pays 80%. MEMBER pays 20% COINSURANCE.   |
| Laboratory tests <b>(PA)</b><br><b>Note:</b> In accordance with the ACA, laboratory tests that are considered preventive are covered in full. However, member cost-sharing will apply to diagnostic laboratory tests when they are ordered as part of a preventive services visit. For more information about which laboratory services are considered preventive, please see our website at:<br><a href="http://www.tuftshealthplan.com/providers/pdf/payment_policies/preventive_services.pdf">http://www.tuftshealthplan.com/providers/pdf/payment_policies/preventive_services.pdf</a> . | DEDUCTIBLE then Covered in full  |
| Lead screenings  | Covered in full.   |
| Lyme disease - MEDICALLY NECESSARY diagnosis and treatment of chronic Lyme disease   | DEDUCTIBLE then Covered in full  |

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**(BL)** - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

**CAPITALIZED** words are defined in Appendix A.

**Benefit Overview**, continued

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES  | YOUR COST   |
|---|---|
| <p>Nutritional counseling<br/> <u>Note:</u> Certain nutritional counseling services are covered in full in accordance with ACA preventive services requirements, including obesity counseling and healthy diet counseling for adults with hyperlipidemia and other risk factors for cardiovascular disease and diet-related chronic disease.</p>                          | <p>Covered in full for preventive nutritional counseling services provided in accordance with the ACA.</p> <p><u>All other nutritional counseling services.</u><br/>                     \$25.00 COPAYMENT applies per visit for care received from your PCP.<br/>                     \$35.00 COPAYMENT applies per visit for care received from any other TUFTS HEALTH PLAN PROVIDER.</p> |
| <p>Office visits to diagnose and treat illness and injury<br/> <u>Note:</u> This includes visits to a LIMITED SERVICE MEDICAL CLINIC that participates with TUFTS HEALTH PLAN.<br/> <u>Note:</u> A Telemedicine service visit with a TUFTS HEALTH PLAN PROVIDER will apply the same COST SHARING AMOUNT that applies to an in-person office visit with that PROVIDER.</p> | <p>\$25.00 COPAYMENT applies per visit for care received from your PCP.</p> <p>\$35.00 COPAYMENT applies per visit for care received from any other TUFTS HEALTH PLAN PROVIDER.</p>   |
| <p>OUTPATIENT surgery in a PROVIDER's office (<b>PA</b>)</p>  | <p>DEDUCTIBLE then Covered in full</p>  |
| <p>Preventive health care - MEMBERS through age 19 (including hearing screenings)<br/> <u>Note:</u> Any follow-up care determined to be MEDICALLY NECESSARY as a result of a routine physical exam is subject to COST SHARING AMOUNTS</p>   | <p>Covered in full.</p>   |

(PA) - PRIOR AUTHORIZATION is required for this service or certain services in this benefit category. Please see Important Information about COVERED SERVICES and PRIOR AUTHORIZATION at the beginning of Chapter 3.

(BL) - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

CAPITALIZED words are defined in Appendix A.

**Benefit Overview**, continued

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES   | YOUR COST  |
|--|--|
| Preventive health care - MEMBERS age 20 and over<br><b>Note:</b> Any follow-up care determined to be MEDICALLY NECESSARY as a result of a routine physical exam is subject to COST SHARING AMOUNTS | Covered in full.   |
| Preventive Screenings and Diagnostic Procedures & Exams  |  |
| Preventive Screenings (for example, colonoscopy and sigmoidoscopy screenings)  | Screening for colon or colorectal cancer in the absence of symptoms, with or without surgical intervention:<br>Covered in full.<br>Routine annual cytology (pap smear) screening:<br>Covered in full.<br>Routine mammogram:<br>Covered in full.<br>Routine prostate and colorectal exam:<br>Covered in full.   |
| Diagnostic Procedures & Exams (PA)   | Diagnostic colon or colorectal <b>procedure accompanied by treatment/surgery</b> (for example, polyp removal):<br>DEDUCTIBLE then Covered in full .<br>Diagnostic colon or colorectal <b>procedure only</b> (for example, colonoscopies associated with symptoms):<br>DEDUCTIBLE then Covered in full.<br>Diagnostic prostate and colorectal exam:<br>DEDUCTIBLE then Covered in full.<br>Diagnostic cytology (pap smear) examination:<br>DEDUCTIBLE then Covered in full. |
|  | Diagnostic mammogram:<br>DEDUCTIBLE then Covered in full.  |
| Radiation therapy (PA)   | DEDUCTIBLE then Covered in full  |
| Respiratory therapy and pulmonary rehabilitation services  | DEDUCTIBLE then Covered in full.   |
| Smoking cessation counseling services  | Covered in full.   |
| Speech, Physical and Occupational therapy services (PA) (BL) (including rehabilitation and HABILITATION Services)  | DEDUCTIBLE then Covered in full  |

(PA) - PRIOR AUTHORIZATION is required for this service or certain services in this benefit category. Please see Important Information about COVERED SERVICES and PRIOR AUTHORIZATION at the beginning of Chapter 3.

(BL) - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

CAPITALIZED words are defined in Appendix A.

**Benefit Overview**, continued

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES  | YOUR COST   |
|---|---|
| Telemedicine services<br><b>Note:</b> This COST SHARING AMOUNT applies to telemedicine services obtained through the TUFTS HEALTH PLAN designated telemedicine vendor. See "Office visits to diagnose and treat illness or injury" for the COST SHARING AMOUNT that applies to telemedicine visits with a TUFTS HEALTH PLAN NETWORK PROVIDER. | \$25.00 COPAYMENT per visit when obtained through TUFTS HEALTH PLAN's designated telemedicine vendor. |
| URGENT CARE in an URGENT CARE CENTER  | \$35.00 COPAYMENT   |

|                                 |   |
|---------------------------------|---|
| Vision care services            |   |
| Routine eye examination (BL)    | \$25.00 COPAYMENT applies per visit.  |
| Other vision care services (PA) | Care provided by an optometrist<br>\$25.00 COPAYMENT per visit.   |
|                                 | Note: One pair of eyeglass lenses and standard frames following cataract surgery or other surgery to replace the natural lens of the eye are covered in full. See Chapter 3 for more information. |
|                                 | Care provided by an ophthalmologist<br>DEDUCTIBLE then Covered in full  |

**DAY SURGERY**  
Also called ambulatory surgery or surgical day care (PA)

|                   |                                 |
|-------------------|---------------------------------|
| Facility          | DEDUCTIBLE then Covered in full |
| Physician/surgeon | DEDUCTIBLE then Covered in full |

**INPATIENT CARE**

|                              |  |
|------------------------------|--|
| Physician/surgeon (PA)       | DEDUCTIBLE then Covered in full                |
| Acute hospital services (PA) | DEDUCTIBLE then Covered in full per admission. |
| Extended Care (PA) (BL)      | DEDUCTIBLE then Covered in full.               |

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(BL) - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

CAPITALIZED words are defined in Appendix A.

**Benefit Overview, continued**

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES   | YOUR COST   |
|--|---|
| Gender reassignment surgery and related services <b>(PA)</b>   | <p>DEDUCTIBLE then Covered in full per admission.</p> <p>OUTPATIENT care related to gender reassignment surgery (including pre-operative and post-operative OUTPATIENT care): Covered as described under "Office visits to diagnose and treat illness or injury", earlier in this section</p> <p>Behavioral health care services related to gender reassignment surgery (pre-operative and post-operative): Covered as described under "Behavioral Health Care", later in this section.</p> <p>Prescription medications: Covered as described under the "Prescription Drug Benefit" later in this section and in Chapter 3.</p> |
| Hematopoietic stem cell transplants and human solid organ transplants <b>(PA)</b>  | DEDUCTIBLE then Covered in full per admission.  |
| Reconstructive surgery and procedures and surgical treatment of functional deformity or impairment <b>(PA)</b>   | DEDUCTIBLE then Covered in full per admission.  |
| <p><b>MASTECTOMY CARE,</b><br/>including mastectomy surgery <b>(PA)</b>; and breast reconstruction surgery, breast prostheses and treatment of physical complications for all stages of mastectomy</p>   |   |
| INPATIENT services   | Covered in full   |
| OUTPATIENT services  | Covered in full   |
| <p><b>MATERNITY CARE</b></p>   |   |
| INPATIENT  | DEDUCTIBLE then Covered in full per admission.  |
| OUTPATIENT   | <p><b>Routine Maternity care</b><br/>Covered in full</p> <p><b>Non-Routine Maternity care</b><br/><b>Office Visit:</b><br/>\$25.00 COPAYMENT applies per visit for care received from your PCP.<br/>\$35.00 per visit for care received from any other TUFTS HEALTH PLAN PROVIDERS.</p> <p><b>All other services: See applicable COVERED SERVICES in this BENEFIT OVERVIEW.</b></p> <p>DEDUCTIBLE then covered in full per visit.</p>   |
| <p><b>Note:</b> Routine laboratory tests associated with maternity care are covered in full at the In-Network Level of Benefits, in accordance with the ACA. For more information about which laboratory services are considered preventive, please see our website at <a href="http://www.tuftshealthplan.com/providers/pdf/payment_policies/preventive_services.pdf">http://www.tuftshealthplan.com/providers/pdf/payment_policies/preventive_services.pdf</a></p> |   |

**(PA) - PRIOR AUTHORIZATION is required for this service or certain services in this benefit category. Please see Important Information about COVERED SERVICES and PRIOR AUTHORIZATION at the beginning of Chapter 3.**

**(BL) - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.**

**CAPITALIZED words are defined in Appendix A.**

**Benefit Overview**, continued

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES  | YOUR COST  |
|---|--|
| <b>BEHAVIORAL HEALTH SERVICES (OUTPATIENT, INPATIENT and Intermediate)</b>                          |  |
| To contact the TUFTS HEALTH PLAN Behavioral Health Department, call 1-800-208-9565.                 |  |
| OUTPATIENT services   | <u>Individual session</u><br>\$25.00 COPAYMENT applies per visit.<br><u>Group session:</u><br>\$25.00 COPAYMENT applies per visit. |
| INPATIENT services, including Medically Necessary services in a residential treatment facility (PA) | DEDUCTIBLE then Covered in full per admission.   |
| Intermediate services (PA)  | DEDUCTIBLE and then covered in full  |
| <b>SUBSTANCE USE DISORDER SERVICES (OUTPATIENT, INPATIENT and Intermediate)</b>                     |  |
| To contact the TUFTS HEALTH PLAN Behavioral Health Department, call 1-800-208-9565.                 |  |
| OUTPATIENT services   | <u>Individual session</u><br>\$25.00 COPAYMENT applies per visit.<br><u>Group session:</u><br>\$25.00 COPAYMENT applies per visit. |
| INPATIENT services (PA)   | DEDUCTIBLE then Covered in full per admission.   |
| Intermediate services (PA)  | DEDUCTIBLE and then covered in full  |
| COMMUNITY Residential care (PA)   | DEDUCTIBLE then Covered in full  |
| Medication assisted treatment, including methadone maintenance                                      | Covered in full when provided by a medication assisted treatment clinic.   |
| <b>Other Health Services</b>  |  |
| Ambulance services (PA)   |  |
| Ground ambulance services   | MEMBER pays DEDUCTIBLE and then \$50.00 COPAYMENT  |
| All other covered ambulance services  | MEMBER pays DEDUCTIBLE and then \$50.00 COPAYMENT  |
| DURABLE MEDICAL EQUIPMENT (PA)  | MEMBER pays DEDUCTIBLE then 30% COINSURANCE  |
| Hearing Aids (PA)   | Covered in full.   |
| Home health care (PA)   | DEDUCTIBLE then Covered in full.   |
| Hospice care (PA)   | DEDUCTIBLE then Covered in full.   |

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(BL) - Benefit Limit applies. See "Benefit Limits" section following this section and "COVERED SERVICES" in Chapter 3.

CAPITALIZED words are defined in Appendix A.



**Benefit Overview, continued**

This section provides basic information about your benefits and COST SHARING AMOUNTS under this plan. See "Benefit Limits" at the end of this section for benefit limitations such as visit and day maximums. Chapter 3 provides additional detail about COVERED SERVICES.

| COVERED SERVICES  | YOUR COST   |
|---|---|
| Injectable, infused, or inhaled medications <b>(PA)</b>   | DEDUCTIBLE and then \$50 COPAYMENT  |
| Medical Supplies <b>(PA)</b>  | DEDUCTIBLE then Covered in full.  |
| New therapies for cancer or other life-threatening diseases and conditions (approved clinical trials) | <b>OUTPATIENT</b><br>DEDUCTIBLE then Covered in full.<br><b>INPATIENT</b><br>DEDUCTIBLE then Covered in full  |
| Oral health services <b>(PA)</b>  | <b>EMERGENCY Services:</b><br>See EMERGENCY Care listed at the beginning of this section<br><b>INPATIENT services:</b><br>See INPATIENT Care listed earlier in this section<br><b>DAY SURGERY:</b><br>See DAY SURGERY listed earlier in this section. |
| Orthoses and prosthetic devices <b>(PA)</b>   | MEMBER pays 20% COINSURANCE   |
| Scalp hair prostheses or wigs for cancer or leukemia patients <b>(BL)</b>                             | DEDUCTIBLE then Covered in full.  |
| <b>Special medical formulas (PA)</b>  |   |
| Low Protein Foods   | DEDUCTIBLE then Covered in full   |
| Nonprescription Enteral Formulas  | DEDUCTIBLE then Covered in full.  |

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**CAPITALIZED** words are defined in Appendix A.



**PRESCRIPTION DRUG  
COVERAGE TABLE**

**DRUGS OBTAINED AT A RETAIL PHARMACY**

Covered prescription drugs including both acute and maintenance drugs when you obtain them directly from a TUFTS HEALTH PLAN designated retail pharmacy.

|                      |  |
|----------------------|--|
| <b>TIER-1 drugs:</b> | \$10.00 COPAYMENT for up to a 30-day supply.<br>\$20.00 COPAYMENT for a 31-60-day supply.<br>\$30.00 COPAYMENT for a 61-90-day supply.   |
| <b>TIER-2 drugs:</b> | \$35.00 COPAYMENT for up to a 30-day supply.<br>\$70.00 COPAYMENT for a 31-60-day supply.<br>\$105.00 COPAYMENT for a 61-90-day supply.  |
| <b>TIER-3 drugs:</b> | \$60.00 COPAYMENT for up to a 30-day supply.<br>\$120.00 COPAYMENT for a 31-60-day supply.<br>\$180.00 COPAYMENT for a 61-90-day supply. |

|                                 |   |
|---------------------------------|---|
| <b><u>INFERTILITY DRUGS</u></b> | 20% COINSURANCE* for up to a 30-day supply. |
|---------------------------------|---|

\*Note:  
COINSURANCE is calculated based on our contracted rate when the prescription is filled. It does not reflect any rebates we may receive at a later date. Rebates, if any, are reflected in your GROUP's PREMIUM.  
Coverage for infertility is limited to \$100,000 per MEMBER per lifetime. This limit applies to both: (1) infertility services covered under the "OUTPATIENT Care" benefit earlier in this chapter; and (2) oral and injectable drug therapies used to treat infertility and covered under this "Prescription Drug Benefit."

|                                       |   |
|---------------------------------------|---|
| <b><u>ORAL CHEMOTHERAPY DRUGS</u></b> | \$50.00 COPAYMENT for up to a 30-day supply |
|---------------------------------------|---|

**DRUGS OBTAINED THROUGH A MAIL SERVICES PHARMACY:**  
Most maintenance medications, when mailed to you through a TUFTS HEALTH PLAN designated mail services pharmacy.

|                             |   |
|-----------------------------|---|
| <b><u>TIER-1 drugs:</u></b> | \$20.00 COPAYMENT for up to a 90 day supply.  |
| <b><u>TIER-2 drugs:</u></b> | \$70.00 COPAYMENT for up to a 90 day supply.  |
| <b><u>TIER-3 drugs:</u></b> | \$120.00 COPAYMENT for up to a 90 day supply. |

## Benefit Limits

### Cardiac Rehabilitation Services

Covered up to 36 visits per PLAN YEAR.

### Extended Care Services

Covered up to 100 days per PLAN YEAR.

### Hearing Aids

Coverage is limited to:

- one hearing aid per ear every three (3) years for MEMBERS up to age 19. Coverage is provided up to \$1,500 for each individual hearing aid;
- one hearing aid per ear every three (3) years for MEMBERS age 19 and older. Coverage is provided up to \$700 for each individual hearing aid.

### Human Leukocyte Antigen Testing

Coverage limited to one testing per lifetime.

### Infertility Services

Coverage is limited to \$100,000 per MEMBER per lifetime. Note: This limit applies to infertility services covered under the "OUTPATIENT Care" benefit oral and injectable drug therapies used in the treatment of infertility and covered under the "Prescription Drug Benefit", if applicable.

### Rehabilitative and habilitative occupational therapy

Rehabilitative occupational therapy services covered up to 30 visits per PLAN YEAR.

Habilitative occupational therapy services covered up to 30 visits per PLAN YEAR

### Rehabilitative and habilitative physical therapy

Rehabilitative physical therapy services covered up to 30 visits per PLAN YEAR.

Habilitative physical therapy services covered up to 30 visits per PLAN YEAR

### Rehabilitative and habilitative speech therapy

Rehabilitative speech therapy services covered up to 30 visits per PLAN YEAR.

Habilitative speech therapy services covered up to 30 visits per PLAN YEAR

### Scalp Hair Protheses or Wigs for Cancer or Leukemia Patients

Covered up to a maximum benefit of \$350 per PLAN YEAR.

### Vision Care Services

Coverage is provided for one routine eye examination every 24 months (no PCP referral required).

## MENTAL HEALTH PARITY STATEMENT

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

For example:

- COST SHARING AMOUNTS such as DEDUCTIBLES, COPAYMENTS, COINSURANCE, or OUT-OF-POCKET MAXIMUMS, are not more restrictive for behavioral health and substance use disorder services than they are for medical/surgical services.
- Limitations on the use of services, such as limits on the number of Inpatient days or outpatient visits that are covered, are not more restrictive for behavioral health and substance use disorder services than they are for medical/surgical services.
- Other kinds of treatment limitations, such as requirements for MEDICAL NECESSITY determinations, PRIOR AUTHORIZATIONS, or INPATIENT NOTIFICATIONS are applied in comparable ways to both mental health and substance use disorder services and medical/surgical services.

## Chapter 1--How Your HMO Plan Works

### How the Plan Works

#### PRIMARY CARE PROVIDERS (PCP)

Each MEMBER must choose a PRIMARY CARE PROVIDER (PCP) who will provide or authorize care. If you do not choose a PCP, we will not pay for any services or supplies except for EMERGENCY care.

**Note:** If you require non-EMERGENCY health care services, always call your PCP. Without approval from your PCP, services may not be covered. You should never wait until your condition becomes an EMERGENCY to call.

**Please see "About your PRIMARY CARE PROVIDER" later in this chapter for more details.**

#### MEDICALLY NECESSARY services and supplies

We will pay for COVERED SERVICES and supplies when they are MEDICALLY NECESSARY. For most COVERED SERVICES, you have a COST SHARING AMOUNT. For more information about your MEMBER costs for COVERED SERVICES, see "Benefit Overview" at the front of this EVIDENCE OF COVERAGE.

#### SERVICE AREA (see Appendix A)

In most cases, you must receive care in the TUFTS HEALTH PLAN SERVICE AREA. (The SERVICE AREA is defined in Appendix A. It includes both the Standard and Extended SERVICE AREA.) The exceptions are for an EMERGENCY or URGENT CARE while traveling outside of the SERVICE AREA. See the TUFTS HEALTH PLAN DIRECTORY OF HEALTH CARE PROVIDERS for TUFTS HEALTH PLAN's SERVICE AREA.

In rare events, a service cannot be provided by a TUFTS HEALTH PLAN PROVIDER in either the Standard or Extended SERVICE AREA. In those instances, call a Member Specialist for assistance. You can also visit our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

#### PROVIDER network

We offer MEMBERS access to an extensive network of physicians, hospitals, and other PROVIDERS throughout the SERVICE AREA. We work to ensure the continued availability of our PROVIDERS. However, our network of PROVIDERS may change during the year. This can happen for many reasons. Those reasons include: a PROVIDER's retirement; moving out of the SERVICE AREA; or failure to continue to meet our credentialing standards. This can also happen if TUFTS HEALTH PLAN and the PROVIDER are unable to reach agreement on a contract. This is because PROVIDERS are independent contractors; they do not work for us.

For questions about the availability of a PROVIDER, call a Member Specialist.

## **Referrals and PRIOR AUTHORIZATION**

**A referral** is an approval notice sent to another TUFTS HEALTH PLAN PROVIDER (and to us) by your PCP. This notice tells the other TUFTS HEALTH PLAN PROVIDER (and us) in advance how many visits and the type of specialty services you can receive. In most cases, you must have a referral to see any TUFTS HEALTH PLAN PROVIDER other than your PCP. Please see “Referrals for specialty services” and “When referrals are not required” later in this chapter for more information.

**PRIOR AUTHORIZATION** is an approval request usually sent to us by your PCP or another TUFTS HEALTH PLAN PROVIDER. It asks us to determine in advance if certain services are COVERED SERVICES under your benefit plan. We require PRIOR AUTHORIZATION for services identified by **(PA)** in the “Benefit Overview” earlier in this document.

To request PRIOR AUTHORIZATION or to confirm that your PROVIDER obtained PRIOR AUTHORIZATION, call Member Services at 1-800-682-8059. For behavioral health/substance use disorder services, call our Behavioral Health Department at 1-800-208-9565.

If a request for coverage is denied, you have a right to appeal. Please see Chapter 6, Member Satisfaction, for information about how to file an appeal.

## Coverage

| IF you...  | AND you are...                                | THEN...  |
|--|---|--|
| receive routine health care services, visit a specialist, or receive covered elective procedures | in the Standard or Extended SERVICE AREA      | you are covered, if you receive care through your PCP , or with PCP referral.  |
|  | outside the Standard or Extended SERVICE AREA | you are <u>not</u> covered.  |
| are ill or injured   | in the Standard or Extended SERVICE AREA      | you are covered. A referral may be required if you seek these services from a TUFTS HEALTH PLAN PROVIDER other than your PCP, or from a LIMITED SERVICE MEDICAL CLINIC or URGENT CARE CENTER that is not participating with TUFTS HEALTH PLAN. |
|  | outside the Standard or Extended SERVICE AREA | you are covered for URGENT CARE.   |
| have an EMERGENCY  | in the Standard or Extended SERVICE AREA      | you are covered.   |
|  | outside the Standard or Extended SERVICE AREA | you are covered.   |

Care that could have been foreseen before leaving the Standard or Extended SERVICE AREA is not covered. This includes, but is not limited to:

- Deliveries within one month of the due date. This includes postpartum care and care provided to the newborn CHILD.
- Long-term conditions that need ongoing medical care.



# EMERGENCY Care and URGENT CARE

## EMERGENCY Care

### Emergency is defined as:

An illness or medical condition, whether physical, behavioral, related to substance use disorder, or mental health, that manifests itself by symptoms of sufficient severity (including severe pain.) that the absence of prompt medical attention could reasonably be expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in:

- serious jeopardy to the physical and/or mental/behavioral health of a MEMBER or another person (or with respect to a pregnant MEMBER, the MEMBER's or her unborn child's physical and/or mental/behavioral health); or
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part; or
- with respect to a pregnant woman who is having contractions, inadequate time to effect a safe transfer to another hospital before delivery, or a threat to the safety of the MEMBER or her unborn child in the event of transfer to another hospital before delivery.

Some examples of illnesses or medical conditions requiring EMERGENCY care are severe pain, a broken leg, loss of consciousness, vomiting blood, chest pain, difficulty breathing, or any medical condition that is quickly getting much worse.

### Follow these guidelines for receiving EMERGENCY care

- If needed, call 911 for EMERGENCY medical assistance. If 911 services are not available in your area, call the local number for EMERGENCY medical services.
- Go to the nearest EMERGENCY medical facility.
- You do not need approval from your PCP before receiving EMERGENCY care.
- If you receive OUTPATIENT EMERGENCY care at an emergency facility: We recommend that you or someone acting for you (such as a family member or the attending PROVIDER) call your PCP or TUFTS HEALTH PLAN within 48 hours after receiving care. PCP can provide or arrange for any follow-up care that you may need.
- If you receive EMERGENCY COVERED SERVICES from a non-TUFTS HEALTH PLAN PROVIDER: We will pay up to the REASONABLE CHARGE. You pay the applicable COST SHARING AMOUNT.
- You may receive a bill from the non-TUFTS HEALTH PLAN PROVIDER. If you receive a bill, please call Member Services or see "Bills from PROVIDERS" later in this Certificate of Coverage for more information on what to do if you receive a bill.

Remember: You do not need approval from your PCP before receiving EMERGENCY care.

## **URGENT CARE**

URGENT CARE is defined as:

Care provided when your health is not in serious danger, but you need immediate attention for a condition or unforeseen illness or injury, whether medical, physical, behavioral, related to a substance use disorder, or mental health. Examples in which urgent care might be needed are: a broken or dislocated toe; sudden extreme anxiety; a cut that needs stitches but is not actively bleeding; or symptoms of a urinary tract infection.

Note: Care may be provided after the urgent condition is treated and stabilized and the MEMBER is safe for transport. This care is not considered URGENT CARE.

### **Follow these guidelines for receiving URGENT CARE**

#### **If you are in the Standard or Extended SERVICE AREA:**

You may seek URGENT CARE at the following:

- your PCP's office;
- a behavioral health or substance use disorder PROVIDER's office;
- an emergency room;
- in a LIMITED SERVICE MEDICAL CLINIC;
- an URGENT CARE CENTER affiliated with TUFTS HEALTH PLAN.

Note: A referral may be required if you seek URGENT CARE from:

- a TUFTS HEALTH PLAN PROVIDER other than your PCP or a behavioral health/substance use disorder PROVIDER; or a mental health or substance use disorder PROVIDER's office;
- a LIMITED SERVICE MEDICAL CLINIC or URGENT CARE CENTER that is **not** participating with TUFTS HEALTH PLAN.

#### **If you are outside the Standard or Extended SERVICE AREA**

You may seek URGENT CARE at:

- the office of a medical, behavioral health, or substance use disorder PROVIDER;
- a LIMITED SERVICE MEDICAL CLINIC;
- an URGENT CARE CENTER;
- an emergency room.

## Important notes about EMERGENCY CARE and URGENT CARE

**You do not need approval from your PCP before receiving EMERGENCY care.**

**You have access to EMERGENCY and URGENT CARE COVERED SERVICES whenever you need them, anywhere in the world.**

- If you are admitted as an Inpatient after receiving EMERGENCY or URGENT CARE COVERED SERVICES: We recommend that you or someone acting for you (such as a family member or the attending PROVIDER) call your PCP or TUFTS HEALTH PLAN within 48 hours after receiving care.
- If you receive URGENT CARE outside of the SERVICE AREA: You or someone acting for you should contact your PCP. You may need to see your PCP for follow-up care.
- When your EMERGENCY or URGENT CARE condition is treated and stabilized:
- We may not cover continued services after your condition is treated and stabilized. This may happen if we determine the following with your PROVIDERS:
  - (1) You are safe for transport back into the SERVICE AREA; and:
  - (2) Transport is appropriate and cost-effective.
- Paying for care outside the Standard or Extended SERVICE AREA: An EMERGENCY or URGENT CARE PROVIDER may:
  - (1) bill TUFTS HEALTH PLAN directly; or
  - (2) require you to pay at the time of service. We will reimburse you up to the REASONABLE CHARGE for this care. You must pay the applicable COST SHARING AMOUNT . See "Bills from PROVIDERS/Member Reimbursement Process" in Chapter 6 for more information about how to get reimbursed for this care.

## **INPATIENT Hospital Services**

If you need INPATIENT services, in most cases, you will be admitted to your PCP's TUFTS HEALTH PLAN HOSPITAL. Your PCP or other TUFTS HEALTH PLAN PROVIDER is responsible for notifying us on your behalf

- Our INPATIENT NOTIFICATION process makes TUFTS HEALTH PLAN aware of all INPATIENT admissions and transfers to another hospital. We evaluate the anticipated hospital stay. We may also review proposed medical care and/or verify MEDICAL NECESSITY. We may assess the need for a care management program after discharge or recommend an alternative treatment setting.
- INPATIENT NOTIFICATION to TUFTS HEALTH PLAN does not guarantee payment to the PROVIDER. We are not obligated to pay claims: (1) for persons who are not eligible for coverage; (2) for persons who receive care that is determined not to be MEDICALLY NECESSARY; or (3) if a claim is for a service that is not a COVERED SERVICE.
- **Charges after the discharge hour:** You may choose to stay as an INPATIENT after a TUFTS HEALTH PLAN PROVIDER has: (1) scheduled your discharge; or (2) determined that further INPATIENT services are no longer MEDICALLY NECESSARY. If this happens, we may not pay for any costs incurred after that time.
- **You may be admitted to a facility that is not the TUFTS HEALTH PLAN HOSPITAL in your PCP's PROVIDER ORGANIZATION.** If your PCP determines that transfer is appropriate, you will be transferred to:
  - the TUFTS HEALTH PLAN HOSPITAL in your PCP's PROVIDER ORGANIZATION or;
  - another TUFTS HEALTH PLAN HOSPITAL.
  - **Important:** We may not pay for INPATIENT care provided in the facility where you were first admitted **after:** (1) your PCP decides a transfer is appropriate; and (2) transfer arrangements are made.

## Behavioral Health/Substance Use Disorder Services

If you need to obtain OUTPATIENT behavioral health and substance use disorder services, you do not need a referral or PRIOR AUTHORIZATION. Your behavioral health and substance use disorder TUFTS HEALTH PLAN PROVIDER will obtain any necessary authorization by calling TUFTS HEALTH PLAN's OUTPATIENT Behavioral Health/Substance Use Disorder Program at 1-800-208-9565.

You may need **INPATIENT or intermediate** behavioral health or substance use disorder services. There is no need to contact us first. Simply call or go directly to any TUFTS HEALTH PLAN PROVIDER. Identify yourself as a TUFTS HEALTH PLAN MEMBER. The TUFTS HEALTH PLAN PROVIDER is responsible for notifying us of your admission.

### Remember:

- **If you have questions:** contact Member Services at 1-800-682-8059. Or for mental health and substance use disorder services, call the TUFTS HEALTH PLAN Mental Health Department at 1-800-208-9565.

## About Your PRIMARY CARE PROVIDER

### Importance of choosing a PCP

Each MEMBER must choose a PCP when he or she enrolls. The PCP you choose will be associated with a specific TUFTS HEALTH PLAN PROVIDER ORGANIZATION. You will usually receive COVERED SERVICES from health care professionals and facilities associated with that TUFTS HEALTH PLAN PROVIDER ORGANIZATION.

Once you have chosen a PCP, you are eligible for all COVERED SERVICES.

**IMPORTANT NOTE:** Until you have chosen a PCP, only EMERGENCY care is covered.

### What a PCP does

- Your PCP provides routine health care including routine physical examinations;
- Your PCP arranges for your care with other TUFTS HEALTH PLAN PROVIDERS;
- Your PCP provides referrals for other health care services

See "INPATIENT behavioral health/substance abuse services" and "OUTPATIENT behavioral health/substance use disorder services" later in this chapter. Those sections have more information about obtaining referrals for these services.

Note: You do not need a referral to receive OUTPATIENT behavioral health and substance use disorder services from a TUFTS HEALTH PLAN PROVIDER. See "Behavioral Health/Substance Use Disorder Services" earlier in this chapter for more information.

### Choosing a PCP

You must choose a PCP from the list of PCPs in our DIRECTORY OF HEALTH CARE PROVIDERS. You may already have a PROVIDER who is listed as a PCP. In most instances you may choose this PROVIDER as your PCP. Once you choose a PCP in our network, you must inform us of your choice. This is required for you to be eligible for all COVERED SERVICES.

You may not have a PCP. Or, your PCP may not be listed in our DIRECTORY OF HEALTH CARE PROVIDERS. In either case, call a Member Specialist for help in choosing a PCP.

## **Contacting your new PCP**

If you choose a new PROVIDER as your PCP, you should:

- Contact your new PCP as soon as you join. Identify yourself as a new TUFTS HEALTH PLAN MEMBER;
- Ask your previous PROVIDER to transfer your medical records to your new PCP; and
- Make an appointment for a check-up or to meet your new PCP.

## **If you can't reach your PCP by phone right away**

Your PCP may not be able to take your call right away. Always leave a message with the office staff or answering service. Wait a reasonable amount of time for someone to return your call.

You may need medical services after hours. Contact your PCP or a COVERING PROVIDER. A PROVIDER is available 24 hours a day, 7 days a week. If you need INPATIENT behavioral health or substance use disorder services after hours, call 1-800-208-9565.

**Note:** You may experience a medical EMERGENCY. If this happens, you do not have to contact your PCP or a COVERING PROVIDER; instead, go to the nearest emergency medical facility for treatment (see "EMERGENCY care and URGENT CARE" below for more information).

## **Changing your PCP**

You may change your PCP. In certain instances, we may require you to do so. The new PROVIDER will not be considered your PCP until:

- you choose a new PCP from our DIRECTORY OF HEALTH CARE PROVIDERS;
- you report your choice to a Member Specialist;
- we approve the change in your PCP.

**Note:** You may not change your PCP while you are an Inpatient or in a partial hospitalization program. TUFTS HEALTH PLAN may approve an exception in limited circumstances.

## **About Your PRIMARY CARE PROVIDER, continued**

### **Canceling appointments**

You may need to cancel an appointment with a PROVIDER. Be sure to give at least 24 hours. If you do not your PROVIDER's office bills you, you will have to pay the charges. We will not pay for missed appointments that you did not cancel in advance.

### **Referrals for specialty services**

Every PCP is associated with a specific PROVIDER ORGANIZATION. If you need to see a specialist (including a pediatric specialist), your PCP will select the specialist and make the referral.

Usually, your PCP will select and refer you to another PROVIDER in the same Provider Organization (as defined in Appendix A). The working relationship between your PCP and these PROVIDERS helps to provide quality and continuity of care.

You may need specialty care not available within your PCP's PROVIDER ORGANIZATION. This is a rare event. If this happens, your PCP will choose a specialist in another PROVIDER ORGANIZATION and make the referral. When selecting a specialist for you, your PCP will consider: (1) any long-standing relationships that you have with any TUFTS HEALTH PLAN PROVIDER; and (2) your clinical needs. A long-standing relationship means that you have recently been seen or been treated repeatedly by that TUFTS HEALTH PLAN specialist.)

You may require specialty care not available from any TUFTS HEALTH PLAN PROVIDER. This is a rare event. Your PCP may refer you to a **non-TUFTS HEALTH PLAN PROVIDER**.

### **Important Notes about Referrals**

- You need a referral from your PCP to a specialist.
- You need the referral before receiving any COVERED SERVICES from that specialist. If you do get a referral, you will pay for those services.
- COVERED SERVICES provided by non-TUFTS HEALTH PLAN PROVIDERS are not paid for unless: approved in advance by your PCP; and by TUFTS HEALTH PLAN or its designee.
- If a specialist refers you to a non-TUFTS HEALTH PLAN PROVIDER, the referral must be approved by your PCP and TUFTS HEALTH PLAN or its designee.
- Referrals for OUTPATIENT mental health and substance abuse services visits with a TUFTS HEALTH PLAN PROVIDER are not required. Our PROVIDERS are responsible for notifying us to verify that services are COVERED SERVICES.

### **Referral forms for specialty services**

Except as stated below in "When referrals are not required", your PCP must complete a referral form to refer you to a specialist. Your PCP may ask you to give the referral form to the specialist at your appointment. Your PCP may refer you for one or more visits and for different types of services. Your PCP must approve any referral by a specialist to other PROVIDERS. Make sure that your PCP has made a referral before you go to any other PROVIDER. A PCP may approve a standing referral. This referral would be for specialty health care provided by a TUFTS HEALTH PLAN PROVIDER.

Note: If you receive a bill from a non-TUFTS HEALTH PLAN PROVIDER, call Member Services. Or see "Bills from PROVIDERS" later in this Certificate of Coverage for more information.

## **About Your PRIMARY CARE PROVIDER, continued**

### **When referrals are not required**

- EMERGENCY Care in an Emergency room or PROVIDERS office. Please see EMERGENCY and URGENT CARE earlier in this chapter.
- URGENT CARE outside of our Service Area. Please see Emergency and URGENT CARE earlier in this chapter.
- URGENT CARE within the Service Area, when received from your PCP, or a Limited Service Medical Clinic or URGENT CARE Center that participates with TUFTS HEALTH PLAN . Please see Emergency and URGENT CARE earlier in this chapter.
- When provided by a TUFTS HEALTH PLAN Provider, the following COVERED SERVICES do not require a referral from your PCP:
- Mammograms, in accordance with guidelines established by the American Cancer Society and the Affordable Care Act.
- Oral surgery. (However, Prior Authorization is required)
- Behavioral health/substance use disorder services. Please see the section titled "Behavioral Health/Substance Use Disorder Services" earlier in this chapter.
- Prostate and colorectal exams.
- pregnancy terminations.
- Routine eye exams.
- Vision care services from an optometrist, including medical treatment.
- Spinal manipulation.
- The following specialty care provided by a TUFTS HEALTH PLAN PROVIDER who is an obstetrician, gynecologist, certified nurse midwife or family practitioner:
  - Maternity Care.
  - MEDICALLY NECESSARY evaluations and related health care services for acute or EMERGENCY gynecological conditions.
  - Routine annual gynecological exam. This includes any follow-up obstetric or gynecological care determined to be MEDICALLY NECESSARY as a result of that exam.
  - Please note that any services and items ordered by an OB/GYN shall be treated the same as if ordered by a PCP.

## **Financial Arrangements between TUFTS HEALTH PLAN and TUFTS HEALTH PLAN PROVIDERS**

### **Methods of payment to TUFTS HEALTH PLAN PROVIDERS**

Our goal in paying PROVIDERS is to encourage preventive care and active illness management. We strive to be sure that our financial reimbursement system: (1) encourages appropriate access to care; (2) and rewards PROVIDERS for providing high quality care to our MEMBERS. We use a variety of mutually agreed upon methods to compensate TUFTS HEALTH PLAN PROVIDERS.

The TUFTS HEALTH PLAN DIRECTORY OF HEALTH CARE PROVIDERS indicates the method of payment for each PROVIDER. Regardless of the payment method, we expect all participating PROVIDERS to use sound medical judgment when providing care and when determining whether a referral for specialty care is appropriate. This approach encourages the provision of MEDICALLY NECESSARY care. It also reduces the number of unnecessary medical tests and procedures which can be both harmful and costly to MEMBERS.

We review the quality of care provided to our MEMBERS through its Quality of Health Care Program. Feel free to discuss with your PROVIDER specific questions about how he or she is paid.



# Member Identification Card

## Introduction

TUFTS HEALTH PLAN gives each MEMBER a member identification card (MEMBER ID card).

## Reporting errors

When you receive your MEMBER ID card, check it carefully. If any information is wrong, call a Member Specialist.

## Identifying yourself as a TUFTS HEALTH PLAN MEMBER

Your MEMBER ID card identifies you as a TUFTS HEALTH PLAN MEMBER. Please:

- carry your MEMBER ID card at all times;
- have your MEMBER ID card with you for medical, hospital and other appointments;
- show your MEMBER ID card to any PROVIDER before you receive health care services.

When you receive services, tell the office staff that you are a TUFTS HEALTH PLAN MEMBER.

**IMPORTANT NOTE:** Please identify yourself as a TUFTS HEALTH PLAN MEMBER. If you do not, then we may not pay for the services provided and you would be responsible for the costs.

## Membership requirement

You are eligible for benefits if you are a MEMBER when you receive care. A MEMBER ID card alone is not enough to get you benefits. If you receive care when you are not a MEMBER, you are responsible for the cost.

## Membership identification number

If you have any questions about your member identification number, call a Member Specialist.

## Utilization Management

TUFTS HEALTH PLAN has a utilization management program. The purpose of the program is to control health care costs. The program evaluates whether health care services provided to MEMBERS are: (1) MEDICALLY NECESSARY; (2) and provided in the most appropriate and efficient manner. Under this program, we sometimes use prospective, concurrent, and retrospective review to evaluate health care services.

We use **prospective review** to determine if proposed treatment is MEDICALLY NECESSARY. This review happens before that treatment begins. It is also referred to as “pre-service review”.

We use **concurrent review** to:

- Monitor the course of treatment as it occurs; and
- Determine when that treatment is no longer MEDICALLY NECESSARY.

We use **retrospective review** to evaluate care after it is provided. Sometimes, we use retrospective review to more accurately decide if a MEMBER’s health care services are appropriate. Retrospective review is also called “post-service review”.

## Utilization Management, continued

### TIME FRAMES FOR TUFTS HEALTH PLAN TO REVIEW YOUR COVERAGE REQUEST

| Types of Review:                     | Timeframe for Determinations:*   |
|--------------------------------------|--|
| Prospective (Pre-service) review.    | <u>Urgent</u> : Within 72 hours of receiving all necessary information.<br><u>Non-urgent</u> : Within 15 business days of receiving all necessary information. |
| Concurrent review.                   | Prior to the end of the current certified period.<br><u>Urgent</u> : Within 24 hours of receipt of the request.  |
| Retrospective (Post-service) review. | Within 30 business days of receipt of a request for the payment with all supporting documentation.   |

\*See Appendix B for determination procedures under the Department of Labor's (DOL) Regulations.

We may deny your request for coverage. If this happens, you have the right to file an appeal. See Chapter 6 Member Satisfaction for information on how to file an appeal.

TUFTS HEALTH PLAN makes coverage determinations. You and your PROVIDER make all treatment decisions.

**IMPORTANT NOTE:** MEMBERS can call TUFTS HEALTH PLAN at these numbers to determine the status or outcome of utilization review decisions:

- Behavioral health or substance use disorder utilization review decisions – 1-800-208-9565;
- All other utilization review decisions – 1-800-682-8059.

## Care Management

Some MEMBERS with severe illnesses or injuries may need care management. The care management program:

- encourages the use of the most appropriate and cost-effective treatment; and
- provides support for the MEMBER's treatment and progress.

We may identify a MEMBER as an appropriate candidate for care management. MEMBERS may also be referred to the program. We may contact that MEMBER and his or her TUFTS HEALTH PLAN PROVIDER to discuss a treatment plan and establish goals. A TUFTS HEALTH PLAN Complex Care Manager may suggest alternative services or supplies available to the MEMBER.

We may periodically review the MEMBER's treatment plan. We will contact the MEMBER and his or her TUFTS HEALTH PLAN PROVIDER if we identify alternatives to the MEMBER's current treatment plan that:

- qualify as COVERED SERVICES;
- are cost effective; and
- are appropriate for the MEMBER.

A Severe Illness or Injury includes, but is not limited to, the following:

- AIDS or other immune system diseases
- Certain neurological diseases
- High-risk pregnancy and newborn CHILDREN
- Serious heart or lung disease
- Severe traumatic injury cancer

### **Individual case management (ICM)**

In certain circumstances, TUFTS HEALTH PLAN may approve an individual care management ("ICM") plan for a MEMBER with a severe illness or injury. These MEMBERS must already participate in the care management program. The ICM plan is designed to arrange for the most appropriate health care services and supplies for the MEMBER.

Under the ICM plan, we may approve coverage for certain alternative services and supplies that otherwise do not qualify as COVERED SERVICES for that MEMBER. This only happens if TUFTS HEALTH PLAN determines that all of the following are satisfied:

- The MEMBER's condition is expected to require medical treatment for an extended duration;
- The alternative services and supplies are MEDICALLY NECESSARY to treat the MEMBER's condition;
- The alternative services and supplies are provided directly to the MEMBER with the condition;
- The alternative services and supplies
  - Are provided in place of, or to prevent, more expensive services or supplies, and
  - Are services and supplies that the MEMBER otherwise might have incurred during the current episode of illness;
- The MEMBER and TUFTS HEALTH PLAN or its designee agree to the alternative treatment program; and
- The MEMBER continues to show improvement in his or her condition as determined periodically by TUFTS HEALTH PLAN or its designee.

We will periodically monitor how appropriate these alternative services and supplies are for the MEMBER. We may decide at any time that these services and supplies no longer satisfy the conditions described above. At that time, we may modify or terminate coverage for the services or supplies provided under the ICM plan.

Please note that ICM plans are not used to authorize services and supplies that:

- are specifically excluded under the MEMBER's plan;
- fall within the limits of the Utilization Review program described above; or
- do not meet the relevant Medical Necessity criteria for authorization.

## Chapter 2--Eligibility, Enrollment and Continuing Eligibility

### Eligibility

#### Eligibility rule

##### SUBSCRIBER

You are eligible as a SUBSCRIBER only if you are an employee of a GROUP and you:

- Meet your GROUP's and TUFTS HEALTH PLAN's eligibility rules; and
- Live, work or reside in the SERVICE AREA.

##### DEPENDENT

Your SPOUSE or your CHILD is eligible as a DEPENDENT only if you are a SUBSCRIBER and that SPOUSE or CHILD:

- Qualifies as a DEPENDENT, as defined in this EVIDENCE OF COVERAGE; and
- Meets your GROUP's and TUFTS HEALTH PLAN's eligibility rules; and
- Lives, works or resides in the SERVICE AREA.

#### **If you do not live, work or reside in the SERVICE AREA**

##### **You can be covered only if:**

- You are a SPOUSE or DEPENDENT of a SUBSCRIBER; or
- You are a CHILD; or
- You are a DEPENDENT subject to a Qualified Medical Child Support Order (QMCSO); or
- You are a divorced SPOUSE that TUFTS HEALTH PLAN must cover.

**Note:** Care outside the SERVICE AREA is limited to EMERGENCY or URGENT CARE only. Please see the following Chapter 1 sections for more information:

- How the Plan Works:Coverage
- Emergency and Urgent Care

#### **Proof of eligibility**

We may ask you for proof of your and your DEPENDENTS' eligibility or continuing eligibility. You must give us proof when asked. This may include proof of residence, marital status, birth or adoption of a CHILD, and legal responsibility for health care coverage.

#### **Eligibility Requirements under Rhode Island and Federal Law**

- An eligible CHILD is defined based on his or her relationship with the participant.
- Limiting eligibility is prohibited based on: financial dependency on the SUBSCRIBER; residency; student status; employment; eligibility for other insurance; or marital status.
- The terms of coverage for a CHILD under this GROUP CONTRACT does not vary based on the age of that CHILD.

## **Enrollment**

### **When to enroll**

You may enroll yourself and your eligible DEPENDENTS for this coverage only:

- During the annual OPEN ENROLLMENT PERIOD; or
- Within 30 days of the date you and/or your DEPENDENT are first eligible for this coverage.

You and your Dependents may fail to enroll when first eligible. You may be eligible to enroll yourself and your eligible Dependents, at a later date IF:

- You failed to enroll because you or your eligible DEPENDENT were covered under another group health plan or other health care coverage at that time; OR
- You acquired a DEPENDENT through marriage, birth, adoption, or placement for adoption.

In these cases, you or your eligible DEPENDENT may enroll within 30 days after any of the following events:

- Involuntary end of your coverage under the other plan;
- Your marriage; OR
- Birth, adoption, or placement for adoption of your DEPENDENT CHILD.

In addition, you or your eligible DEPENDENT may enroll within 60 days after either of the following events:

- You or your DEPENDENT are eligible under a state Medicaid plan or state children's health insurance program (CHIP) and the Medicaid or CHIP coverage is terminated; or
- You or your DEPENDENT become eligible for a premium assistance subsidy under a state Medicaid plan or CHIP.

### **EFFECTIVE DATE of coverage**

Once we accept your application and receive the needed Premium, your coverage starts on the date your GROUP chooses. Coverage for enrolled DEPENDENTS starts when coverage starts for the SUBSCRIBER. Coverage may start at a later date if the DEPENDENT becomes eligible after the SUBSCRIBER. DEPENDENT coverage cannot start before SUBSCRIBER coverage starts

You or your enrolled DEPENDENT may be an INPATIENT on your EFFECTIVE DATE. If this happens, your coverage starts on the later of:

- The EFFECTIVE DATE; OR
- The date we are notified and allowed to manage your care.

## **Adding DEPENDENTS under Family COVERAGE**

### **When DEPENDENTS may be added**

After you enroll, you may only apply as follows to add any DEPENDENTS not currently enrolled in TUFTS HP:

- During your OPEN ENROLLMENT PERIOD; or
- Within 30 days after any of the following events:
  - A change in your marital status;
  - The birth of a CHILD;
  - The adoption of a CHILD as of the earlier of (1) the date the CHILD is placed with you for the purpose of adoption or (2) the date you file a petition to adopt the CHILD;
  - A court orders you to cover a CHILD through a qualified medical CHILD support order;
  - A DEPENDENT loses other health care coverage involuntarily;
  - A DEPENDENT moves into the SERVICE AREA, or
  - Any other qualifying event if your plan under the Group is an IRS qualified cafeteria plan.

### **How to add DEPENDENTS**

You may have FAMILY COVERAGE. If so, fill out a membership application form listing the DEPENDENTS. Give the form to your GROUP during the OPEN ENROLLMENT PERIOD. Or, give your GROUP the form within 30 days after the date of an event listed above, under “When DEPENDENTS may be added”.

You may not have FAMILY COVERAGE. In this case, ask your GROUP to change your INDIVIDUAL COVERAGE to FAMILY COVERAGE. Then, follow the above procedure.

### **EFFECTIVE DATE of DEPENDENT coverage**

We may accept your application to add DEPENDENTS. If this happens, we will send you a MEMBER ID card for each DEPENDENT.

EFFECTIVE DATES will be no later than:

- The date of the CHILD’s birth, adoption or placement for adoption;
- The date of the qualifying event, in the case of marriage or loss of prior coverage.

### **Availability of benefits after enrollment**

COVERED SERVICES for an enrolled DEPENDENT on the DEPENDENT’s EFFECTIVE DATE. There are no waiting periods. Maternity benefits are available even if the pregnancy began before the EFFECTIVE DATE.

Note: We will only pay for COVERED SERVICES provided on or after the EFFECTIVE DATE.

## **Newborn CHILDREN and ADOPTIVE CHILDREN**

### **Importance of enrolling and choosing a PCP for newborn CHILDREN and ADOPTIVE CHILDREN.**

**Newborn CHILD:** You must notify TUFTS HEALTH PLAN of the birth of a newborn CHILD and pay the required PREMIUM within 31 days after the date of birth. Otherwise, that CHILD will not be covered beyond the 31-day period. No coverage is provided for a newborn CHILD who remains hospitalized beyond the 31-day period and has not been enrolled in this plan. Choose a PCP for the newborn CHILD before or within 48 hours after the newborn CHILD's birth. That way, the PCP can manage your CHILD's care from birth.

**ADOPTIVE CHILD:** You must enroll your ADOPTIVE CHILD within 31 days after the CHILD has been adopted or placed for adoption with you. This is required so that CHILD is covered from the date of his or her adoption. Otherwise, you must wait until the next OPEN ENROLLMENT PERIOD to enroll the ADOPTIVE CHILD.

### **Steps to choose a PCP for newborn CHILDREN and ADOPTIVE CHILDREN**

1. Choose a PCP from the list of PCPs in the DIRECTORY OF HEALTH CARE PROVIDERS or call a Member Specialist.
2. Call and ask the PROVIDER to be the newborn or ADOPTIVE CHILD's PCP.
3. If the PROVIDER agrees, call a Member Specialist to report your choice.

## **Continuing Eligibility for DEPENDENTS**

### **When Coverage ends**

DEPENDENT coverage for a CHILD ends on the last day of the month in which the CHILD's 26th birthday occurs.

Note: There is no age limit for a CHILD who qualifies as a DISABLED DEPENDENT.

### **Coverage after termination**

A CHILD may lose coverage under this EVIDENCE OF COVERAGE, he or she may be eligible for federal or state continuation. The CHILD may also be able to enroll in INDIVIDUAL COVERAGE. See Chapter 5 for more information.

## **DISABLED DEPENDENT**

### **When coverage ends**

DISABLED DEPENDENT coverage ends when:

- The DEPENDENT no longer meets the definition of DISABLED DEPENDENT; or
- The SUBSCRIBER fails to give us proof of the DEPENDENT's disability.

### **Coverage after termination**

The former DISABLED DEPENDENT may be eligible to enroll in coverage under INDIVIDUAL COVERAGE. See Chapter 5 for more information.

## **Former SPOUSES**

### **Rule for former SPOUSES under a GROUP CONTRACT (Also see Chapter 5)**

If you and your SPOUSE divorce, your former SPOUSE may continue coverage as a DEPENDENT under your FAMILY COVERAGE. In accordance with Rhode Island law if the order for continued coverage must be included in the judgment for divorce when entered.

Note: Coverage for your divorced SPOUSE continues until:

- Either you or your divorced SPOUSE remarry;
- As provided by the judgment for divorce; or
- Your divorced SPOUSE becomes eligible for coverage in a comparable plan through his or her own employment.

### **How to continue coverage for former SPOUSES**

Follow these steps to continue coverage for a former SPOUSE:

- Call a Member Specialist within 30 days after the divorce decree is issued. Do this to tell us about your divorce.
- Send us proof of your divorce when asked.

### **Keeping our Records Current**

You must notify us of any changes that affect your eligibility and/or the eligibility of your DEPENDENTS. The following are examples of these changes:

- Birth, adoption, changes in marital status, or death;
- Your remarriage or the remarriage of your former SPOUSE, when the former SPOUSE is an enrolled DEPENDENT under your FAMILY COVERAGE;
- Moving out of the SERVICE AREA or temporarily residing out of the SERVICE AREA for more than 90 consecutive days;
- Address changes; and
- Changes in an enrolled DEPENDENT's status as a CHILD or DISABLED DEPENDENT.

We have forms to report these changes. The forms are available from your GROUP or Member Services.



## Chapter 3--COVERED SERVICES

### When health care services are COVERED SERVICES.

Health care services and supplies are COVERED SERVICES only if they are:

- Listed as COVERED SERVICES in this chapter;
- Determined to be MEDICALLY NECESSARY by us or our designee;
- Consistent with applicable state or federal law;
- Consistent with TUFTS HEALTH PLAN's MEDICAL NECESSITY Guidelines in effect at the time the services or supplies are provided.
- Provided to treat an injury, illness or pregnancy, except for preventive care;
- Provided or approved in advance by your PCP, except in an EMERGENCY or for URGENT CARE (See "Chapter 1, "How Your HMO Plan Works" earlier in this EOC for more information.)

**Our MEDICAL NECESSITY Guidelines are available on our Web site at:**

**<https://tuftshealthplan.com/provider/resource-center#///Commercial//>**

- Click on the category you are looking for, such as "Behavioral Health" or "Guidelines".
  - Resource documents in these categories are listed alphabetically.
- Or you can may call Member Services and speak with a representative.

### **Important Information about COVERED SERVICES and PRIOR AUTHORIZATION**

**COVERED SERVICES are described in this chapter.** We will only pay for services that are COVERED SERVICES as defined above.

**PRIOR AUTHORIZATION is required for certain COVERED SERVICES.**

- We require PRIOR AUTHORIZATION for COVERED SERVICES identified by (PA) in the Benefit Overview section at the beginning of this document.
- TUFTS HEALTH PLAN PROVIDERS will obtain PRIOR AUTHORIZATION on your behalf for COVERED SERVICES they provide to you.
- For more information, please contact Member Services at 1-800-682-8059. Or for behavioral health and substance use disorder services information, please call the TUFTS HEALTH PLAN Behavioral Health department at 1-800-208-9565.
- If a request for coverage is denied, you have a right to appeal. Please see Chapter 6, Member Satisfaction, for information about how to file an appeal.

Health care services and supplies only qualify as COVERED SERVICES if they meet the requirements shown above for "When health care services are COVERED SERVICES". The following section describes services that qualify as COVERED SERVICES.

**Notes:**

- For information about your COST SHARING AMOUNTS , DEDUCTIBLES, COPAYMENTS and/ or COINSURANCE, see the "Benefit Overview". See "Benefit Limits" for any benefit limitations. Both sections can be found at the beginning of in this document
- Please note that your coverage level for preventive services under this plan will be different **from** your coverage level for **diagnostic services**:
  - **Preventive care services** described in the ACA guidelines, including women's preventive health services and preventive screening procedures (for example, screening colonoscopies and sigmoidoscopies) and preventive mammograms, are covered in full. For more information, see "Preventive Screenings" in the Benefit Overview chart at the beginning of this document.
  - **Diagnostic procedures.** You may need to pay a COST SHARING AMOUNT for **diagnostic procedures** (including diagnostic colonoscopies, endoscopies and proctosigmoidoscopies) and diagnostic mammograms. For more information, see "Diagnostic procedures & exams" in the Benefit Overview.

## **COVERED SERVICES, continued**

### **EMERGENCY care**

- EMERGENCY room (no PCP referral required);
- In PROVIDER's office (no PCP referral required).

#### **Notes:**

- The EMERGENCY Room COST SHARE is waived if the EMERGENCY room visit results in immediate hospitalization or DAY SURGERY.
- You may receive EMERGENCY COVERED SERVICES from a non-TUFTS HEALTH PLAN PROVIDER. In this case, we will pay up to the REASONABLE CHARGE. You pay the applicable COST SHARING AMOUNT.
- If you receive a bill from the non-TUFTS HEALTH PLAN PROVIDER, see "Bills from Providers/ Member Reimbursement Process" later in this document. Or call Member Services.
- You may register in an EMERGENCY room but leave that facility without receiving care. If this happens, an EMERGENCY Room COST SHARING AMOUNT may apply.

## **OUTPATIENT care**

### **Allergy testing, treatment, and allergy injections**

Coverage is provided for MEDICAL NECESSARY allergy services, including antigens.

### **Autism spectrum disorders - diagnosis and treatment**

#### **(PA)**

Coverage is provided, in accordance with Rhode Island law, for the diagnosis and treatment of autism spectrum disorders. Autism spectrum disorders include any of the pervasive developmental disorders, as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, and include:

- autistic disorder;
- Asperger's disorder;
- pervasive developmental disorders not otherwise specified.

TUFTS HEALTH PLAN provides coverage for the following COVERED SERVICES:

- Applied behavioral analysis services (ABA)\*, supervised by a Board-Certified Behavior Analyst (BCBA) who is a licensed health care clinician. For more information about these services, call the TUFTS HEALTH PLAN Behavioral Health Department at 1-800-208-9565.
- Prescription medications: See the prescription drug benefit for COVERED SERVICES.
- Psychological and psychiatric care: See the behavioral health and substance use disorder benefit for COVERED SERVICES.
- Physical, occupational and speech therapies: When these therapy services are provided as part of the treatment for autism spectrum disorder, visit limits do not apply.

**Note:** Refer to the "Speech, physical and occupational therapy services" benefit later in this chapter for therapy services provided to treat conditions other than autism spectrum disorder.

\*For the purposes of this benefit, ABA includes the design, implementation, and evaluation of environmental modification, using behavioral stimuli and consequences, to product socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between the environment and behavior.

### **Cardiac rehabilitation services**

We cover the following OUTPATIENT services for the treatment of documented cardiovascular disease;

- the OUTPATIENT convalescent rehabilitation services following hospital discharge; and
- the OUTPATIENT phase that address multiple risk reduction, adjustment to illness and therapeutic exercise.

**Note:** We do not cover the program phase that maintains rehabilitated cardiovascular health.

### **Chemotherapy**

Also see "Injectable, infused or inhaled medications listed later in this chapter.

## Diabetes services and supplies

COVERED SERVICES are provided for the treatment of insulin treated diabetes, non-insulin treated diabetes, or gestational diabetes. The following coverage is provided in accordance with Rhode Island General Law § 27-41-44, when MEDICALLY NECESSARY and prescribed by a PROVIDER:

- Blood glucose monitors and blood glucose monitors for the legally blind (are covered as “DURABLE MEDICAL EQUIPMENT”);
- Test strips for glucose monitors and/or visual reading (are covered under "Prescription Drug Benefit");
- Insulin, syringes, injection aids, cartridges for the legally blind, and oral agents for controlling blood sugar (covered under "Prescription Drug Benefit");
- Insulin pumps are covered as “DURABLE MEDICAL EQUIPMENT under "Other Health Services" later in this chapter;
- Therapeutic/molded shoes for the prevention of amputation (are covered as “DURABLE MEDICAL EQUIPMENT”);
- Diabetes self-management education, including medical nutrition therapy.

Upon the approval of the United States Food and Drug Administration, new or improved diabetes equipment and supplies will be covered when MEDICALLY NECESSARY and prescribed by a PROVIDER.

## Diagnostic imaging

This includes:

- General imaging, for example, x-rays and ultrasounds; and
- MRI/MRA, CT/CTA and PET tests and nuclear cardiology. **(PA)**

## Diagnostic Tests

**(PA\*)**

Diagnostic tests, including but are not limited to, ambulatory EKG testing, sleep studies, and diagnostic audiological testing, are covered. PRIOR AUTHORIZATION\* is required for certain tests. Please call Member Services with questions about specific tests.

## **COVERED SERVICES**, continued

### **Early intervention services for a DEPENDENT CHILD**

We cover services provided by early intervention programs that meet the standards established by the Rhode Island Department of Human Services. Early intervention services include, but are not limited to:

- Evaluation and case management;
- Occupational therapy;
- Nursing care;
- Physical therapy;
- Speech and language therapy;
- Nutrition;
- Service plan development and review; and
- Assistive technology services and devices.

These services are available to MEMBERS from birth until their third birthday.

### **Family planning**

Coverage is provided for OUTPATIENT contraceptive services. This includes consultations, examinations, procedures and medical services. These services must be related to the use of all contraceptive methods approved by the United State Food and Drug Administration (FDA).

#### Procedures:

- sterilization; and
- pregnancy terminations

#### Services:

- medical examinations;
- consultations;
- birth control counseling; and
- genetic counseling.

#### Contraceptives:

- medical examinations;
- cervical caps;
- implantable contraceptives (e.g., Implanon® (etonorgestrel), levonorgestrel implants);
- Intrauterine devices (IUDs);
- Depo-Provera or its generic equivalent; and
- any other **MEDICALLY NECESSARY** contraceptive device approved by the United States Food and Drug Administration\*.

#### \*Note:

We cover certain contraceptives under a Prescription Drug Benefit. Those contraceptives include oral contraceptives, over-the counter female contraceptives and diaphragms. If those contraceptives are covered under that Benefit, they are not covered here.

### **Hemodialysis**

- OUTPATIENT hemodialysis, including home hemodialysis; and
- OUTPATIENT peritoneal dialysis, including home peritoneal dialysis.

**House calls to diagnose and treat illness or injury or provide follow up care as appropriate and in accordance with federal and state law.**

A licensed physician or licensed behavioral health provider must provide this care.

**Human leukocyte antigen testing**

**(PA)**

Coverage is provided for human leukocyte antigen testing or histocompatibility locus antigen testing for use in bone marrow transplantation when necessary to establish a Member's bone marrow transplant donor suitability. Testing must be performed at a facility accredited by the American Association of Blood Banks or its successors. Coverage includes costs of testing for A, B or DR antigens.

## **COVERED SERVICES, continued**

### **Infertility services**

#### **(PA)**

Rhode Island law mandates coverage for the diagnosis and treatment of Infertility, as well as standard fertility-preservation services when a medically necessary medical treatment may directly or indirectly cause iatrogenic infertility to a covered person.

(I.) Diagnosis of Infertility: Diagnostic procedures and tests are provided in connection with an infertility evaluation when approved in advance by an AUTHORIZED REVIEWER:

(II.) Treatment of Infertility: Infertility is defined as the condition of an otherwise presumably healthy individual who is unable to conceive or sustain a pregnancy during a period of one year. Infertility includes iatrogenic infertility, meaning an impairment of fertility by surgery, radiation, chemotherapy, or other medical treatment affecting reproductive organs or processes.

For purposes of meeting the criteria for infertility, if a person conceives but is unable to carry that pregnancy to live birth, the period of time she attempted to conceive prior to achieving that pregnancy shall be included in the calculation of the one year.

The following procedures are COVERED SERVICES when approved in advance by an AUTHORIZED REVIEWER for MEMBER with a diagnosis of infertility who also:

- meet our eligibility requirements, which are based on the MEMBER's medical history; and
- meet the eligibility requirements of our contracting Infertility Services Providers.

Note: With respect to non-MEMBER donors of sperm or eggs, procurement and processing of donor sperm or eggs will be considered COVERED SERVICES to the extent such costs are not covered by the donor's health care coverage, if any.

A. Assisted Reproductive Technology (ART) procedures include, but are not limited to:

- In-vitro fertilization (IVF) and/or embryo transfer (ET)
- Frozen embryo transfer (FET)
- Gamete Intra-fallopian transfer (GIFT)
- Donor oocyte (DO/IVF)
- Donor embryo/frozen embryo transfer (DE/FET)
- Intracytoplasmic sperm injection (ICSI)
- Assisted hatching (AH)
- Cryopreservation of embryos/blasts
- Cryopreservation of sperm
- Cryopreservation of oocytes (eggs)

B. Other related ART treatments, including:

- artificial insemination (intrauterine or intracervical);
- gonadotropin medication (FSH)
- artificial insemination (intrauterine or intracervical) used in conjunction with Gonadotropin medication
- cryopreservation of eggs (less than 90 days); and
- procurement and processing of eggs or inseminated eggs or storage of inseminated eggs when associated with active infertility treatment.

Note: Donor sperm is only covered when the partner has a diagnosis of male factor infertility.



For more information, please call Member Services and see the Medical Necessity Guideline "Infertility Services-Rhode Island" on our Web site

### (III.) Preimplantation Genetic Diagnosis (PGD) testing with IVF:

PGD testing is covered when either of the partners is a known carrier for certain genetic disorders. In addition to the Infertility Services provided in connection with Rhode Island law (as described above), PGD testing with IVF may be covered for Members who do not have a diagnosis of infertility in certain circumstances when the fetus would be at risk for an inherited genetic disorder associated with severe disability and/or premature death. Prior approval by an AUTHORIZED REVIEWER is required. For more information, please call Member Services and see the Medical Necessity Guideline for "Preimplantation Genetic Diagnosis" on our Web site.

Oral and injectable drug therapies may be used to treat infertility. These therapies are considered COVERED SERVICES for MEMBERS covered by a Prescription Drug Benefit. Your plan includes prescription drug coverage. See the "Prescription Drug Benefit" section in this chapter for information about drug therapy benefit levels.

### Laboratory tests

#### (PA)\*

Covered tests include, but are not limited to: blood tests; urinalysis; throat cultures; glycosylated hemoglobin (A1c) tests; genetic testing; and urinary protein/microalbumin and lipid profiles. Important:

- Laboratory tests must be ordered by a physician, physician assistant, or nurse practitioner.
- The Lab tests must be performed at a licensed laboratory.
- \*Prior authorization is required for certain laboratory tests. An example of this is genetic testing.
- Lab tests considered to be preventive are covered in full. However, member cost-sharing will apply to diagnostic laboratory tests when they are ordered as part of a preventive services visit. For more information about which laboratory services are considered preventive, please see our website at: [http://www.tuftshealthplan.com/providers/pdf/payment\\_policies/preventive\\_services.pdf](http://www.tuftshealthplan.com/providers/pdf/payment_policies/preventive_services.pdf)

### Lead screenings

In accordance with Rhode Island law, coverage is provided for (1) lead screening related services; and (2) diagnostic evaluations for lead poisoning.

### Lyme disease

MEDICALLY NECESSARY diagnostic testing and, to the extent not covered under a Prescription Drug Benefit, long-term antibiotic treatment of chronic Lyme disease. Treatments for Lyme disease otherwise eligible for coverage under this benefit will not be denied solely because such treatment may be characterized as unproven, Experimental or Investigative.

## **Nutritional counseling**

Coverage is provided for nutritional counseling when prescribed by a physician and performed by a registered dietitian/nutritionist. Nutritional counseling visits are covered as follows:

- When **MEDICALLY NECESSARY** for the purpose of treating an illness. Please see the Benefit Overview for applicable **COST SHARING AMOUNT**;
- As preventive services, including preventive obesity screening and counseling services, healthy diet counseling, behavior change and counseling. In accordance with the Affordable Care Act, preventive services that are currently recommended by the U.S. Preventive Services Task Force (USPSTF) are covered in full.

### **Notes:**

- See "Important note about Preventive Services" later in this chapter for more information about preventive services.
- Weight loss programs and clinics are not covered

## **Office visits to diagnose and treat illness or injury**

Coverage also includes **MEDICALLY NECESSARY** evaluations and related health care services for acute or Emergency gynecological conditions (No PCP referral is required.), and visits to a Limited Service Medical Clinic.

## **OUTPATIENT surgery in a PROVIDER's office (PA)**

## COVERED SERVICES, continued

### Oral health services

#### (PA)

- EMERGENCY care

X-rays and EMERGENCY oral surgery in a PROVIDER's office or emergency room are COVERED SERVICES when provided to temporarily stabilize damaged tissues or reposition sound, natural and permanent teeth that have moved or have broken due to injury. You must receive this care within 48 hours after the injury. The injury must have been caused by a source outside the mouth.

- Non-EMERGENCY care

#### Important Note:

- PRIOR AUTHORIZATION is required for Non-EMERGENCY oral health services performed in an INPATIENT or DAY SURGERY setting.
- Non-EMERGENCY oral health services are NOT covered when performed in an office setting.

Hospital, PROVIDER, and surgical charges for the following conditions:

- Surgical treatment of skeletal jaw deformities; or
- Surgical treatment for Temporomandibular Joint Disorder (TMJ).
- In certain specific instances, the costs of INPATIENT services and DAY SURGERY for certain additional oral health services are covered. For these services (see chart below) to be covered, the following clinical criteria must be met:
  - the MEMBER cannot safely and effectively receive oral health services in an office setting AND
  - the MEMBER requires these services in order to maintain his/her health (Also, the services cannot be cosmetic or EXPERIMENTAL).

| <b>If you meet the criteria above and require</b>                     | <b>THEN you are covered for:</b>          |
|---|---|
| Surgical removal of impacted teeth when embedded in bone.             | Hospital, PROVIDER, and surgical charges. |
| Extraction of 7 or more permanent teeth during one visit.             | Hospital, PROVIDER, and surgical charges. |
| Surgical removal of unerupted teeth when embedded in bone.            | Hospital, PROVIDER, and surgical charges. |
| Any other non-covered dental procedure that meets the above criteria. | Hospital charges only.                    |

Please see instructions at the beginning of this chapter about how to view Medical Necessity guidelines on our Web site. See guideline "Dental Procedures Requiring Hospitalization".. Or you can may call Member Services.

**COVERED SERVICES**, continued  
**OUTPATIENT medical care**, continued

**Important Information about Preventive Services**

Your coverage level under this plan will be different for **preventive services** compared to **diagnostic services**.

- Preventive screenings are covered in full (1) In accordance with the Affordable Care Act and current recommendations of the U.S. Preventive Services Task Force (USPSTF) and (2) when received from a NETWORK PROVIDER.

For a current list of preventive services, please see our Web site at:

<https://www.tuftshealthplan.com/documents/employers/health-wellness/list-of-preventive-services>  
OR

<https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services>

If you have any questions about whether specific services are considered preventive under the ACA, please call Member Services

- Diagnostic services are subject to MEMBER COST SHARING AMOUNTS. For these COST SHARING AMOUNTS, see the Benefit Overview at the beginning of this document.

**Preventive health care for MEMBERS through age 19**

Coverage is provided in accordance with the guidelines established by the American Academy of Pediatrics and as required by Rhode Island General Laws Section § 27-38.1. This includes coverage for hearing screenings in accordance with state and federal law.

Note: Any follow-up care determined to be **MEDICALLY NECESSARY** as a result of a routine physical exam is subject to **COST SHARING AMOUNTS**.

**Preventive health care for MEMBERS age 20 and older**

- Routine physical examinations includes appropriate immunizations and lab tests as recommended by a TUFTS HEALTH PLAN PROVIDER;
- Routine annual gynecological exam including any follow-up obstetric or gynecological care we decide is **MEDICALLY NECESSARY** based on that exam. (No PCP referral required.).
- Hearing screenings and exams.

Note: Any follow-up care determined to be **MEDICALLY NECESSARY** as a result of a routine physical exam or a routine annual gynecological exam is subject to **COST SHARING AMOUNTS**.

**COVERED SERVICES**, continued  
**OUTPATIENT medical care**, continued

**Preventive screenings and diagnostic procedures & exams**

**Coverage for preventive screenings (no PCP referral required):**

These following routine screenings and exams are covered in full. For more information about preventive services, see "Important Information about Preventive Services" above.

- Preventive screenings for colon and colorectal cancer. Examples include colonoscopy and sigmoidoscopy screenings.
- Routine annual cytology (Pap Smear) examinations.
- Routine mammograms.
- Routine prostate and colorectal examinations and laboratory tests.

**Coverage for following diagnostic procedures & exams (PA):**

Diagnostic procedures and exams are subject to MEMBER COST SHARING. See "Diagnostic Procedures & Exams" in the Benefit Overview at the beginning of this document.

In accordance with guidelines established by the American Cancer Society and the Affordable Care Act (ACA), examples include but are not limited to the following:

- Diagnostic procedures, such as diagnostic endoscopy, colonoscopy, and proctosigmoidoscopy procedures.
- Diagnostic cytology (Pap smear) examinations, such as diagnostic Pap smear.
- Diagnostic mammograms.
- Diagnostic prostate and colorectal examinations and laboratory tests.

**COVERED SERVICES**, continued  
**OUTPATIENT medical care**, continued

**Radiation therapy**  
**(PA)**

**Respiratory therapy or pulmonary rehabilitation services**

**Smoking cessation counseling sessions**

Coverage is provided for individual, group, and telephonic smoking cessation counseling services that:

- Are provided in accordance with current guidelines established by the United States Department of Health and Human Services; and
- Meet the requirements of the Rhode Island Office of the Health Insurance Commissioner Regulation 14.

Note: Coverage is also provided for prescription and over-the-counter smoking cessation agents. For more information, see the “What is covered” provision within the “Prescription Drug Benefit” later in this chapter.

**Speech, Physical and Occupational therapy services**

**(PA) (including rehabilitative services and HABILITATIVE services)**

Rehabilitative speech, physical and occupational therapy services are covered when provided to help a person regain, maintain, or prevent deterioration of a skill or function that has been acquired but then lost or impaired due to illness, injury, or disabling condition. This includes cognitive rehabilitation and retraining. Please note: For these services to be covered, TUFTS HEALTH PLAN must decide that the MEMBER's condition is subject to significant improvement within a period of 60 days from the initial treatment. That improvement must be a direct result of these therapies.

HABILITATIVE speech, physical and occupational therapy services are covered when provided to a person to attain, maintain or prevent deterioration of a life skill or function never learned or acquired due to a disabling condition.

Massage therapy may be covered as a treatment modality when provided:

- as part of a physical therapy visit provided by a licensed physical therapist; and
- in compliance with TUFTS HEALTH PLAN's MEDICAL NECESSITY guidelines.

Note: See the Benefit Overview and Benefit Limits sections for COST SHARING AMOUNTS and limits

**Spinal manipulation**

Manual manipulation of the spine (No PCP referral is required).

## Telemedicine services

We cover MEDICALLY NECESSARY telemedicine services for the purpose of diagnosis, consultation, or treatment in the same manner as an in-person consultation between you and your PROVIDER. Telemedicine Services are provided through real-time interactive, audio, video, or other electronic media communications and substitute for in-person consultation with PROVIDERS when determined to be medically appropriate. Telemedicine Services are available for both medical services and behavioral health services, including substance use disorders.

Telemedicine Services may be obtained from a TUFTS HEALTH PLAN NETWORK PROVIDER with real-time interactive capabilities or through TUFTS HEALTH PLAN's designated telemedicine vendor.

For additional information on the TUFTS HEALTH PLAN telemedicine vendor and how to access those services please visit [teladoc.com/tuftshealthplan](http://teladoc.com/tuftshealthplan) or contact Member Services.

When you obtain Telemedicine Services from a TUFTS HEALTH PLAN NETWORK PROVIDER, you will pay the same COST SHARING AMOUNT that applies to an in-person office visit with that PROVIDER.

When you access Telemedicine Services through the TUFTS HEALTH PLAN telemedicine vendor, you will pay the COST SHARING AMOUNT for Telemedicine Services listed in the Schedule of Benefits. Additionally, at your choice, audio only consultation services may be available to you when obtained through the TUFTS HEALTH PLAN telemedicine vendor. If you access such audio only consultation services, the same COST SHARING AMOUNT as indicated for Telemedicine services in the Schedule of Benefits will apply.

## URGENT CARE in an URGENT CARE CENTER

(See "**Follow these guidelines for receiving Urgent Care**" under "EMERGENCY and URGENT CARE" earlier in this document for more information about referrals for these services).

## Vision care services

- Routine eye examination : You must receive routine eye examinations from a PROVIDER in the EyeMed Vision Care network. Otherwise, these services are not covered. Go to [www.tuftshealthplan.com](http://www.tuftshealthplan.com). Or, contact Member Services for more information.
- Other vision care services (PA): Coverage is provided for eye examinations and necessary treatment of a medical condition (No PCP referral required for medical treatment performed by an optometrist.)

**Note:** Eyeglass lenses and standard frames will be covered following a MEMBER's cataract surgery or other surgery to replace the natural lens of the eye, when the MEMBER does not receive an intraocular implant. See the "Benefit Overview" at the beginning of this document.

## **DAY SURGERY**

### **(PA)**

- OUTPATIENT surgery performed under anesthesia in an operating room of a facility licensed to perform surgery.
- You must be expected to be discharged the same day.
- You must be identified as an OUTPATIENT on the facility's census.

## **INPATIENT Care**

### **Acute hospital services**

#### **(PA)**

- Anesthesia;
- Diagnostic tests and lab services;
- Dialysis
- Drugs;
- Intensive care/coronary care;
- Physical, occupational, speech, and respiratory therapies;
- Nursing care;
- PROVIDER's services while hospitalized;
- Radiation therapy;
- Semi-private room (private room when MEDICALLY NECESSARY);
- Surgery.

### **Extended Care**

#### **(PA)**

In an extended care facility (These include skilled nursing facilities, rehabilitation hospitals, and chronic hospitals.) for:

- SKILLED nursing services;
- Chronic disease services; or
- Rehabilitative services.

#### **Notes:**

- See "Benefit Limits" earlier in this document.
- Custodial Care is not covered.



## **Gender reassignment surgery and related services**

### **(PA)**

Coverage is provided for gender reassignment surgery, pre-operative and post-operative services related to the surgery, and prescription drugs and mental health care services for MEMBERS undergoing the gender reassignment process. COVERED SERVICES include:

- INPATIENT services, including female to male or male to female gender reassignment surgery and related surgical procedures.
- DAY SURGERY for surgical procedures related to the female to male or male to female gender reassignment surgery. These services are covered as described under "DAY SURGERY" earlier in this chapter.
- OUTPATIENT medical care (pre-operative or post-operative) related to gender reassignment surgery. These services are covered as described under "Office visits to diagnose and treat illness or injury", earlier in this chapter.
- Behavioral health care services (pre-operative or post-operative) related to gender reassignment surgery or the gender reassignment process. These services are covered as described under the "Behavioral health and substance use disorder services" section later in this chapter.
- Prescription medications required as part of the gender reassignment process. These medications are covered as described under the "Prescription Drug Benefit", later in this chapter.

Services must be authorized in advance by an Authorized Reviewer. Members must meet specific Medical Necessity Guidelines in order for these services to be covered. Gender reassignment surgery and related services only qualify as Covered Services when they are obtained within the 50 United States. For more information, please contact Member Services.

## **Hematopoietic stem cell transplants, and human solid organ transplants**

### **(PA)**

These services are COVERED SERVICES when provided at a TUFTS HEALTH PLAN designated transplant facility.

We pay for charges incurred by the donor when donating the stem cells or solid organ to the MEMBER. However, we will do this only to the extent that charges are not covered by any other health care coverage. This includes:

- Evaluation and preparation of the donor; and
- Surgery and recovery services related directly to donating the stem cells or solid organ to the MEMBER.

### Notes:

- We do not cover donor charges of MEMBERS who donate stem cells or solid organs to non-MEMBERS.
- We cover a MEMBER's donor search expenses for donors related by blood.
- We cover the MEMBER's donor search expenses for donors not related by blood. PRIOR AUTHORIZATION is required for additional donor search expenses for unrelated donors.
- We cover a MEMBER's human leukocyte antigen (HLA) testing. See "OUTPATIENT medical care" for more information.

## **COVERED SERVICES, continued**

### **Maternity Care**

(No PCP referral required.)

- OUTPATIENT coverage for routine and non-routine care, including:
  - Prenatal care, exams, and tests; and
  - Postpartum care provided in a PROVIDER's office.

Note: MEMBER cost-sharing will apply to diagnostic tests or diagnostic laboratory tests when they are ordered as part of routine maternity care. See "Diagnostic testing" and "Laboratory tests" for information on your COST SHARING AMOUNTS for these services

- INPATIENT coverage includes:
  - hospital and delivery services; and
  - Well newborn CHILD care in hospital.

INPATIENT care in the hospital is covered for mother and newborn CHILD for at least:

- 48 hours following a vaginal delivery; and
- 96 hours following a caesarean delivery.

#### Notes:

- No PRIOR AUTHORIZATION is required for the minimum hospital stay. There is no requirement that the mother give birth in a hospital to qualify for this minimum hospital stay. Hospital length of stay begins at the time of delivery if childbirth occurs in the hospital, it begins at time of admission for childbirth that occurs outside the hospital.
- Any decision to shorten these minimum coverages shall be made by the attending health care provider in consultation with the mother. (This may be the attending obstetrician, pediatrician, family practitioner, general practitioner, or certified nurse midwife attending the mother and newborn CHILD) in consultation with the mother.

#### Upon discharge:

- COVERED SERVICES will include one (1) home visit by a registered nurse, PROVIDER or certified nurse midwife; and additional home visits when Medically Necessary and provided by a licensed health care provider.
- COVERED SERVICES will also include, but are not limited to, parent education, assistance, and training in breast or bottle feeding, and the performance of any necessary and appropriate clinical tests.
- Coverage of the newborn CHILD consists of coverage for injury or sickness. This coverage includes the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities, as well as routine well-baby care services.

Note: Coverage of the newly-born CHILD will continue only for 31 days after birth. For coverage to continue beyond this 31-day period, you must enroll the CHILD as described under "Newborn Children and Adoptive Children".

In accordance with federal law (42 U.S.C. § 300gg-25), TUFTS HEALTH PLAN shall not:

- Deny to the mother or her newborn child eligibility, or continued eligibility, to enroll or to renew coverage under the terms of the plan or coverage, solely for the purpose of avoiding the requirements of this section;
- Provide monetary payments or rebates to mothers to encourage such mothers to accept less than the minimum protections available under this section;
- Penalize or otherwise reduce or limit the reimbursement of an attending provider because such provider provided care to an individual participant or beneficiary in accordance with this section;
- Provide incentives (monetary or otherwise) to an attending provider to induce such provider to provide care to an individual participant or beneficiary in a manner inconsistent with this section; or
- Restrict benefits for any portion of a period within a hospital length of stay required in a manner which is less favorable than the benefits provided for any preceding portion of such stay.

### **Reconstructive surgery and procedures, surgery to treat functional deformity or impairment (PA)**

Coverage is provided for services required to relieve pain or to restore a bodily function impaired as a result of: a congenital defect; birth abnormality; traumatic injury; or a covered surgical procedure.

### **MASTECTOMY CARE**

- The following services are covered in connection with mastectomy in accordance with Rhode Island law:
  - Surgical procedures known as a mastectomy (PRIOR AUTHORIZATION (PA) is required for mastectomy surgery, except for surgery due to a cancer diagnosis);
  - Axillary node dissection;
  - Reconstruction of the breast affected by the mastectomy;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
  - Prostheses\* and treatment of physical complications of all stages of mastectomy (including lymphedema).
    - \*Breast prostheses are covered as described under “Orthoses and Prosthetic Devices” later in this chapter.
- INPATIENT care in hospital for mastectomies is covered for:
  - A minimum of 48 hours following a surgical procedure known as a mastectomy; and
  - A minimum of 24 hours following an axillary node dissection.

Any decision to shorten this minimum coverage will be made by the attending physician in consultation with and upon agreement by the MEMBER. If the MEMBER agrees to an early discharge, coverage includes a minimum of one (1) home visit conducted by a PROVIDER or registered nurse.

- Removal of a breast implant is a COVERED SERVICE when:
  - the implant was placed post-mastectomy;
  - there is documented rupture of a silicone implant;
  - there is documented evidence of auto-immune disease or infection.

Important: No coverage is provided for the removal of ruptured or intact saline breast implants or intact silicone breast implants except as specified above.

Note: Cosmetic surgery is not covered.

## **COVERED SERVICES, continued**

### **BEHAVIORAL HEALTH Services (OUTPATIENT, INPATIENT, and Intermediate)**

#### **OUTPATIENT behavioral health services**

OUTPATIENT services: to diagnose and treat MENTAL DISORDERS. This includes individual, group, and family therapies. (No PCP referral is required).

Note: Psychopharmacological services and neuropsychological assessment services: are covered as “Office visits to diagnose and treat illness or injury.”

#### **INPATIENT and intermediate behavioral health care services**

##### **(PA)**

- INPATIENT services: MEDICALLY NECESSARY behavioral health services for MENTAL DISORDERS in a facility that is licensed as a general hospital, mental/behavioral health hospital, substance use disorder facility, or mental/behavioral health residential treatment facility.
- Intermediate behavioral health care services. MEDICALLY NECESSARY services that are more intensive than traditional OUTPATIENT behavioral health care services. They are less intensive than 24-hour hospitalization. Some examples of covered intermediate mental health care services are:
  - Level III community-based detoxification;
  - Intensive OUTPATIENT programs;
  - Adult intensive services (AIS)\*.
  - Crisis stabilization;
  - Partial hospital programs

\*TUFTS HEALTH PLAN covers adult intensive services approved by us and that meet our criteria for participation. AIS is a facility-based behavioral health care program. Adult intensive services are primarily based in the home for qualifying adults with moderate to severe psychiatric conditions. This program must consist of, but is not limited to, the following:

- Ongoing EMERGENCY or crisis evaluations available 24 hours a day, 7 days a week;
- Psychiatric assessment;
- Medication evaluation and management;
- Case management;
- Psychiatric nursing services; and
- Individual, group, and family therapy.

Under this AIS program, a PROVIDER must provide a minimum of six contact hours per week.

## **COVERED SERVICES, continued**

### **SUBSTANCE USE DISORDER SERVICES**

#### **(OUTPATIENT, INPATIENT, and Intermediate)**

(Note: Treatment for tobacco or caffeine use is not covered under this substance use disorder services benefits.)

OUTPATIENT services to treat substance use disorders, including methadone maintenance or methadone treatment related to chemical dependency disorders. (No PCP referral is required.)

#### **INPATIENT and intermediate SUBSTANCE USE DISORDER SERVICES**

INPATIENT substance use disorder detoxification and treatment services in a general hospital, substance abuse facility, or COMMUNITY RESIDENCE.

Intermediate substance use disorder services. These services are more intensive than traditional OUTPATIENT substance use disorder services. They are less intensive than 24-hour hospitalization. Some examples of covered intermediate substance use disorder services are partial hospital programs and intensive OUTPATIENT programs. Intermediate substance use disorder services also include adult intensive services (AIS). Tufts Health Plan covers adult intensive services approved by us and that meet our criteria for participation. AIS is a facility-based substance use disorder program. Adult intensive services are primarily in the home for qualifying adults with moderate to severe chemical dependency conditions. This program must consist of, but is not limited to, the following:

- Ongoing EMERGENCY or crisis evaluations available 24 hours a day, 7 days a week;
- Psychiatric assessment;
- Medication evaluation and management;
- Case management;
- Psychiatric nursing services;
- Individual, group, and family therapy.

Under this AIS program, a PROVIDER must provide a minimum of six contact hours per week.

## Other Health Services

### Ambulance services

- Ground, sea, and helicopter ambulance transportation for EMERGENCY care.
- Airplane ambulance services (An example is Medflight). **(PA)\***
- Non-EMERGENCY, MEDICALLY NECESSARY ambulance transportation between covered facilities. **(PA)\***
- Non-EMERGENCY ambulance transportation. This is covered for MEDICALLY NECESSARY care when the medical condition prevents safe transportation by any other means. **(PA)\***

\* Approval by an PRIOR AUTHORIZATION may be required for these services.

Important Note: You may be treated by Emergency Medical Technicians (EMTs) or other ambulance staff. At that time, you may refuse to be transported to the hospital or other medical facility. In this case, you will be responsible for the costs of this treatment.

## DURABLE MEDICAL EQUIPMENT

### **(PA)**

Equipment must meet the following definition of “DURABLE MEDICAL EQUIPMENT”:

DURABLE MEDICAL EQUIPMENT is a device or instrument of a durable nature that:

- is reasonable and necessary to sustain a minimum threshold of independent daily living;
- is made primarily to serve a medical purpose;
- is not useful in the absence of illness or injury;
- can withstand repeated use; and
- can be used in the home.

In order to be eligible for coverage, the equipment must also be the most appropriate amount, supply or level of service available for the MEMBER in question considering potential benefits and harms to that individual. TUFTS HEALTH PLAN determines this.

TUFTS HEALTH PLAN may decide that equipment is: (1) non-medical in nature; and (2) used primarily for non-medical purposes. (This may occur even though that equipment has some limited medical use.) In this case, the equipment will **not** be considered DURABLE MEDICAL EQUIPMENT. and it will not be covered under this benefit.

These are examples of covered and non-covered items. They are for illustration only. Call a Member Specialist to see if we cover a certain piece of equipment.

## **COVERED SERVICES, continued**

### **Other Health Services, continued**

#### **DURABLE MEDICAL EQUIPMENT, continued**

##### **Examples of covered items. (This list is not all-inclusive):**

- Breast pump: the purchase of a manual or electric (non-hospital grade) breast pump or the rental of a hospital grade electric breast pump for pregnant or post-partum MEMBERS. The items must be prescribed by a physician;
- Gradient stockings (Up to three pairs are covered per PLAN YEAR);
- Oral appliances for the treatment of sleep apnea;
- Oxygen concentrators (stationary and portable);
- scalp hair prostheses made specifically for an individual or a wig, and provided for hair loss due to alopecia areata, alopecia totalis, or permanent loss of scalp hair due to injury.
- Prosthetic devices, except for arms, legs or breasts\*;  
    \* Note: Breast prostheses and prosthetic arms and legs (in whole or in part) are covered under the "Orthoses and prosthetic devices" benefit.
- Power/motorized wheelchairs.
- Therapeutic/molded shoes and shoe inserts for a MEMBER with severe diabetic foot disease.

We will decide whether to purchase or rent the equipment for you. This equipment must be purchased or rented from a DURABLE MEDICAL EQUIPMENT PROVIDER that has an agreement with TUFTS HEALTH PLAN to provide such equipment.

##### **Examples of non-covered items (This list is not all-inclusive.):**

- Air conditioners, dehumidifiers, HEPA filters and other filters, and portable nebulizers;
- Articles of special clothing, mattress and pillow covers, including hypo-allergenic versions;
- Bed-related items, including bed trays, bed pans, bed rails, over-the-bed tables, and bed wedges;
- Car seats;
- Car/van modifications;
- Comfort or convenience devices;
- Dentures;
- Ear plugs;
- Exercise equipment and saunas;
- Fixtures to real property. Examples are ceiling lifts, elevators, ramps, stair lifts, or stair climbers;
- Orthoses and prosthetics devices (see "orthoses and prosthetics devices" for information about these COVERED SERVICES.) ;
- Heating pads, hot water bottles, and paraffin bath units;
- Cooling devices;
- Home blood pressure monitors and cuffs;
- Hot tubs, jacuzzis, swimming pools, or whirlpools;
- Mattresses except for mattresses used in conjunction with a hospital bed and ordered by a PROVIDER. Commercially available standard mattresses (for example Tempur-Pedic® or Posturepedic® mattresses.) are not covered. This is the case even if used in conjunction with a hospital bed;
- wheelchairs trays;
- scooters; and
- breast prostheses and prosthetic arms and legs. Note: Breast prostheses and prosthetic arms and legs (in whole or in part) are covered under the "Orthoses and prosthetic devices" benefit.

## **COVERED SERVICES, continued**

### **Other Health Services, continued**

#### **Hearing Aids**

##### **(PA)**

Coverage is provided for hearing aids.

- one hearing aid per ear every three (3) years for Members up to age 19.
- one hearing aid per ear every three (3) years for Members age 19 and older.

#### **Home health care**

##### **(PA)**

This is a **MEDICALLY NECESSARY** program to:

(1) reduce the length of a hospital stay or;

(2) delay or eliminate an otherwise **MEDICALLY NECESSARY** hospital admission. Coverage includes:

- Home visits by a **TUFTS HEALTH PLAN PROVIDER**;
- **SKILLED** intermittent nursing care and physical therapy;
- **MEDICALLY NECESSARY** private duty nursing care. A certified home health care agency needs to provide this care.;
- Speech therapy;
- Occupational therapy;
- Medical/psychiatric social work;
- Nutritional consultation;
- Prescription drugs and medication;
- Medical and surgical supplies (Examples include dressings, bandages and casts.);
- Laboratory tests, x-rays, and E.K.G. and E.E.G. evaluations;
- Use of **DURABLE MEDICAL EQUIPMENT** (Coverage is not subject to limits described in the “**DURABLE MEDICAL EQUIPMENT**” benefit.) and
- Services of a part-time home health aide.

**Note:** Home health care services for physical and occupational therapies may follow an injury or illness. If this occurs services are only covered to the extent provided to restore function lost or impaired as described under “Speech, physical and occupational therapy services.” However, therapy services provided under the home health care benefit are not subject to the visit limits listed under the speech, physical and occupational therapy benefit.



## **COVERED SERVICES, continued**

### **Other Health Services, continued**

#### **Hospice care services**

##### **(PA)**

We will cover the following services for MEMBERS who are terminally ill (This means a life expectancy of 6 months or less.):

- PROVIDER services;
- Nursing care provided by or supervised by a registered professional nurse;
- Social work services;
- Volunteer services; and
- Counseling services (This includes bereavement counseling services for the MEMBER's family. This applies for up to one year after the MEMBER's death.)

"Hospice care services" are defined as a coordinated licensed program of services provided to a terminally ill MEMBER during the life of the MEMBER. Services can be provided:

- in a home setting;
- on an OUTPATIENT basis; and
- on a short-term Inpatient basis for the control of pain and management of acute and severe clinical problems which cannot be managed at home for medical reasons.

#### **Injectable, infused, or inhaled medications**

##### **(PA)**

Injectable, infused, or inhaled medications that are: (1) required for and an essential part of an office visit to diagnose and treat illness or injury; or (2) received at home with drug administration services by a home infusion PROVIDER. Medications may include, but are not limited to, total parenteral nutritional therapy, chemotherapy, and antibiotics.

##### Notes:

- Quantity limitations may apply for certain medications.
- There are designated home infusion PROVIDERS for a select number of specialized pharmacy products and drug administration services. These PROVIDERS offer clinical management of drug therapies, nursing support, and care coordination to MEMBERS with acute and chronic conditions. Medications offered by these PROVIDERS include, but are not limited to medications used in the treatment of hemophilia, pulmonary arterial hypertension, immune deficiency, and enzyme replacement therapy. Call Member Services or see our Web site for more information on these medications and PROVIDERS.
- Coverage includes the components required to administer these medications. This includes, but is not limited to, DURABLE MEDICAL EQUIPMENT, supplies, pharmacy compounding, delivery of drugs, and supplies.
- Medications listed on our Web site as covered under a TUFTS HEALTH PLAN pharmacy benefit are not covered under this "Injectable, infused, or inhaled medications" benefit. For more information, call Member Services. Also, see our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## Medical supplies

### (PA)

We cover the cost of certain types of medical supplies from an authorized vendor, including ostomy, tracheostomy, and catheter supplies.

Notes: These medical supplies must be obtained from a vendor that has an agreement with us to provide such supplies. Contact a Member Specialist with coverage questions.

## New therapies for cancer or other life-threatening diseases or conditions

(approved clinical trials)

This document provides coverage for certain experimental/investigational services as required by:

- Rhode Island General Laws Sections § 27-20-60 entitled "Coverage for individuals participating in approved clinical trials", and
- Rhode Island General Laws Title 27, Chapter 55, entitled "Off Label Use of Prescription Drugs". (See also "Prescription Drug Benefit - What is covered" later in Chapter 3.)

In accordance with Rhode Island General Law §27-20-60, this document provides coverage for MEMBERS participating in approved clinical trials.

You are qualified to participate in a clinical trial if:

- You are eligible according to the trial protocol, and
- A NETWORK PROVIDER has concluded that your participation would be appropriate; or
- You provide medical and scientific information establishing that your participation in such trial would be appropriate.

RIGL § 27-20-60 describes what an approved clinical trial is. In summary, it means a phase I, phase II, phase III, or phase IV clinical trial that is being done to prevent, detect or treat cancer or a life-threatening disease or condition (a disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted).

To qualify to be a clinical trial it must:

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

If a NETWORK PROVIDER is participating in a clinical trial, and the trial is being conducted in the State in which you reside, then you may be required to participate in the trial through the NETWORK PROVIDER.

Coverage includes routine patient costs for COVERED SERVICES furnished in connection with participation in the trial. These include COVERED SERVICES that are typically covered for a patient who is not enrolled in a clinical trial.

The amount you pay is based on the type of service you receive. Please see the Benefit Overview, particularly the following sections:

- For information about office visits, see "Treatment in a Provider's office"
- For surgical procedures see "Inpatient Services"
- For lab, radiology, and machine tests see "Laboratory Tests" and "Diagnostic Imaging".
- For prescription drugs, see "Prescription Drug Benefit"

In a clinical trial, this does not cover:

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

## **COVERED SERVICES, continued**

### **Other Health Services, continued**

#### **Orthoses and prosthetic devices**

##### **(PA)**

As required by Rhode Island law, we cover the cost of orthoses and prosthetic devices including repairs. This benefit also includes coverage of breast prostheses as required by federal law. Coverage is provided for the most appropriate model that adequately meets the MEMBER's needs. The treating PROVIDER decides this. Note that breast prostheses provided in connection with a mastectomy are not subject to any PRIOR AUTHORIZATION.

#### **Scalp hair prostheses or wigs for cancer or leukemia patients**

Coverage is provided for scalp hair prostheses or wigs worn for hair loss suffered as a result of the treatment of any form of cancer or leukemia. (See "DURABLE MEDICAL EQUIPMENT" in this chapter.)

#### **Special medical formulas**

##### **(PA)**

Includes low protein foods and nonprescription enteral formulas:

##### **Low protein foods**

These foods are covered when provided to treat inherited diseases of amino acids and organic acids and are prescribed by a PROVIDER.

##### **Nonprescription enteral formulas**

When prescribed by a PROVIDER, these formulas are covered for home use to treat malabsorption caused by: Crohn's disease; ulcerative colitis; gastroesophageal reflux; chronic intestinal pseudo-obstruction; and inherited diseases of amino acids and organic acids.

## **COVERED SERVICES, continued**

### **Prescription Drug Benefit**

#### **Introduction**

This section describes the prescription drug benefit. These topics are included here. They explain your prescription drug coverage:

- How Prescription Drugs Are Covered;
- What is Covered;
- What is Not Covered;
- TUFTS HEALTH PLAN Pharmacy Management Programs;
- Filling Your Prescription.
- Filling Prescriptions for Maintenance Medications

#### **How Prescription Drugs Are Covered**

Prescription drugs may be considered COVERED SERVICES. This occurs only if they comply with the "TUFTS HEALTH PLAN Pharmacy Management Programs" section below and are:

- listed below under "What is Covered";
- provided to treat an injury, illness, or pregnancy;
- MEDICALLY NECESSARY; and
- written by a TUFTS HEALTH PLAN participating PROVIDER. This is not required in cases of authorized referral or in EMERGENCIES.

We have a current list of covered drugs. See our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com). You can also call a Member Specialist.

For COST SHARING AMOUNT and dispensing limits under this plan see the Prescription Drug Coverage Table in the Benefit Overview section earlier in this document.

The "Prescription Drug Coverage Table" below describes your prescription drug benefit amounts.

- Tier-1 drugs have the lowest level COST SHARING AMOUNT; many generic drugs are on Tier-1.
- Tier-2 drugs have the middle level COST SHARING AMOUNT.
- Tier-3 drugs have the higher level COST SHARING AMOUNT.

#### **Notes:**

- Prescribed, orally administered anticancer medications used to kill or slow the growth of cancerous cells are covered subject to a \$50.00 COPAYMENT.

## COVERED SERVICES, continued

### Prescription Drug Benefit, continued

#### What is Covered

We cover the following under this Prescription Drug Benefit:

- Prescribed drugs (including hormone replacement therapy for peri and post-menopausal women) that by law require a prescription and are not listed under “What is Not Covered” (See “Important Notes” below.)
- Test strips for glucose monitors and/or visual aid reading, insulin, syringes, injection aids, cartridges for the legally blind, and oral agents for controlling blood sugar levels.
- Contraceptives, including oral contraceptives, diaphragms, and other self-administered hormonal contraceptives (e.g., patches, rings) that by law require a prescription, and FDA-approved over-the-counter female contraceptives (e.g., female condoms or contraceptive spermicides) when prescribed by a licensed PROVIDER and dispensed at a pharmacy pursuant to a prescription, are covered in full.  
\*Note: This Prescription Drug Benefit only describes contraceptive coverage for oral contraceptives, diaphragms, and other self-administered hormonal contraceptives (e.g., patches, rings) that by law require a prescription, and FDA-approved over-the-counter female contraceptives when prescribed by a licensed PROVIDER and dispensed at a pharmacy pursuant to a prescription. See “Family planning” above for information about other covered contraceptive drugs and devices.
- Fluoride for CHILDREN.
- Injectables and biological serum included on the list of covered drugs on our Web site. For more information, call Member Services. Also, see our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).
- Prefilled sodium chloride for inhalation (This is covered both by prescription and over-the-counter).
- Off-label use of FDA-approved prescription drugs used in the treatment of cancer which have not been approved by the FDA for that indication, provided, however, that such a drug is recognized for such treatment:
  - in one of the standard reference compendia
  - in the medical literature
  - by the commissioner of insurance.
- Compounded medications. These are only covered if at least one active ingredient requires a prescription by law and is FDA-approved. Compounding kits that are not FDA-approved and include prescription ingredients that are readily available may not be covered. To confirm whether the specific medication or kit is covered under this plan, please call Member Services.
- Over-the-counter drugs included in the list of covered drugs on our Web site. For more information, call Member Services. Also, see our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).
- Prescription and over-the-counter smoking cessation agents. These must be recommended and prescribed by a TUFTS HEALTH PLAN PROVIDER.

Note: Certain prescription drug products may be subject to one of the “TUFTS HEALTH PLAN Pharmacy Management Programs” described below.

## **COVERED SERVICES**, continued

### **Prescription Drug Benefit**, continued

#### **What is Not Covered**

We do not cover the following under this Prescription Drug Benefit:

- Prescription and over-the-counter homeopathic medications.
- Drugs that by law do not require a prescription (unless listed as covered in the “What is Covered” section above).
- Drugs not listed on the “TUFTS HEALTH PLAN Prescription Drug List”. See the list at [www.tuftshealthplan.com](http://www.tuftshealthplan.com) . Also, you can call Member Services for more information.
- Vitamins and dietary supplements (except prescription prenatal vitamins, vitamins as required by the Affordable Care Act and fluoride for CHILDREN).
- Drugs classified as Schedule I controlled substances by the FDA (e.g., marijuana)
- Topical and oral fluorides for adults.
- Medications for the treatment of idiopathic short stature.
- Cervical caps, IUDs, implantable contraceptives (e.g., Implanon® (etonorgestrel), levonorgestrel implants, Depo-Provera or its generic equivalent (these are covered under your OUTPATIENT care benefit earlier in this Chapter)
- EXPERIMENTAL drugs: drugs that cannot be marketed lawfully without the approval of the FDA and such approval has not been granted at the time of their use or proposed use or such approval has been withdrawn.
- Non-drug products such as therapeutic or other prosthetic devices, appliances, supports, or other non-medical products. These may be provided as described earlier in this chapter.
- Immunization agents. These may be provided under “Preventive health care” above.
- Prescriptions written by PROVIDERS who do not participate in TUFTS HEALTH PLAN. These drugs are excluded except in cases of authorized referral or EMERGENCY care.
- Prescriptions filled at pharmacies other than TUFTS HEALTH PLAN designated pharmacies, except for EMERGENCY care.
- Drugs for asymptomatic onychomycosis, except for MEMBERS with diabetes, vascular compromise, or immune deficiency status.
- Acne medications , unless MEDICALLY NECESSARY.
- Compounded medications, if no active ingredients require a prescription by law. Compounding kits that are not FDA-approved and include prescription ingredients that are readily available may also not be covered. For more information, call Member Services. You can also check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).
- Prescriptions filled through an internet pharmacy that is not a Verified Internet Pharmacy Practice Site certified by the National Association of Boards of Pharmacy.
- Prescription medications once the same ingredient or a modified version of an active ingredient that is therapeutically equivalent to a covered prescription medication becomes available over-the-counter. In this case, the specific medication may not be covered. Also, the entire class of prescription medications may not be covered. For more information, call Member Services. You can also check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).
- Prescription medications when packaged with non-prescription products.
- Oral non-sedating antihistamines.

## **COVERED SERVICES, continued**

### **Prescription Drug Benefit, continued**

#### **TUFTS HEALTH PLAN Pharmacy Management Programs**

In order to provide safe, clinically appropriate, cost-effective medications under this Prescription Drug Benefit, we have developed these Pharmacy Management Programs:

##### **Quantity Limitations Program:**

We limit the quantity of selected medications that MEMBERS can receive in a given time period. We do this for cost, safety and/or clinical reasons.

##### **PRIOR AUTHORIZATION Program:**

We restrict the coverage of certain drug products. These are drugs with a narrow indication for usage, may have safety concerns and/or are extremely expensive. We require the prescribing PROVIDER to obtain prior approval from us for such drugs.

##### **Step Therapy PA Program**

Step therapy is a type of PRIOR AUTHORIZATION program (This is usually automated.) This program uses a step-wise approach. It requires the use of the most therapeutically appropriate and cost-effective agents first. After that, other medications may be covered. MEMBERS must try one or more medications on a lower step to treat a certain medical condition first. After that, a medication on a higher step may be covered for that condition.

##### **Non-Covered Drugs:**

TUFTS HEALTH PLAN covers over 4,500 drugs. However, a small number of drugs (less than 1%) are not covered. This is because there are safe, effective and more affordable alternatives available. Drugs may not be covered for safety reasons, if they are new on the market, if they become available over-the-counter, or if a generic version of a drug becomes available. All of the alternative drug products are approved by the U.S. Food and Drug Administration (FDA). They are widely used and accepted in the medical community to treat the same conditions as the medications that are not covered. For up-to-date information on these non-covered drugs and their suggested alternatives, please call Member Services, or see the web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

##### **New-To-Market Drug Evaluation Process:**

TUFTS HEALTH PLAN's Pharmacy and Therapeutics Committee reviews new-to-market drug products for safety, clinical effectiveness and cost. We then make a coverage determination based on the Pharmacy and Therapeutics Committee's recommendation.

A new drug product will not be covered until this process is completed . This is usually within 6 months of the drug product's availability.

## IMPORTANT NOTES

### Formulary Exceptions

- Your Provider may feel it is Medically Necessary for you to take medications that are:
  - not on the formulary; or
  - restricted under any of the Tufts Health Plan Pharmacy Management Programs.
- An exception request may be submitted for any of our pharmacy management programs.
- Prescribers may submit a formulary exception request to Tufts Health Plan using our Universal Pharmacy Medical Review Request form. This form may be submitted to us in one of the following ways:  
By fax, submit the form to 617-673-0988 By phone, contact us at 617-972-1071  
By mail, submit the form to:  
Tufts Health Plan  
Pharmacy Utilization Management Department 705 Mt Auburn St  
Watertown, MA 02472
- We will review your request and provide you with notification of our coverage determination **within 72 hours after receiving the request.** Exception requests are reviewed on a case by case basis. Your Provider will be asked to provide medical reasons and any other important information about why you need an exception. We will determine if a request is consistent with our Medical Necessity Guidelines. Please see the definition of Medical Necessity in Appendix A: Glossary and Terms and Definitions for an explanation of how we develop our Guidelines.
- You or your prescribing Physician may request an **expedited exception process based on exigent circumstances.**
  - We will notify you and your prescribing Provider of our determination **no later than 24 hours after receiving such a request.**
  - Exigent circumstances exist when a Member
    - is suffering from a health condition that may seriously jeopardize his or her life, health or ability to regain maximum function; or
    - is undergoing a current course of treatment using a non-formulary drug
- We will notify you and your Provider about our decision:
  - **If the request for a non-covered drug is approved:** then the medication will be covered on the highest tier (e.g., Tier 3 on a 3-tier formulary; Tier 4 on a 4-tier formulary)
  - If the request for coverage of a drug under another program is approved, a tier copayment will be assigned as appropriate.
- If the request is denied, you and your Provider have the right to appeal.

Your appeal can be submitted in one of the following ways:

By phone, call a Member Specialist at [1-800-682-8059]

By mail, submit your appeal in writing to:

Tufts Health Plan

Attn: Appeals and Grievances Department 705 Mt. Auburn St.

P.O. Box 9193

Watertown MA 02471-9193

Please see Chapter 6, "Member Satisfaction," for information regarding member appeals, including expedited appeals.



**Our formulary is effective January 1st of each year.**

The drugs on our formulary may change periodically as needed, for example:

- due to safety reasons,
- if a prescription drug becomes available over-the-counter,
- when a new drug comes to market, or
- if a generic version of a drug becomes available.

**The Tufts Health Plan Web site has a list of covered drugs with their tiers.**

We may change a drug's tier during the year.

- For example, a brand drug's patent may expire. In this case; and we may change the drug's status by either:
  - moving the brand drug from Tier - 2 to Tier - 3; or
  - no longer covering the brand drug when a generic alternative becomes available. Many generic drugs are available on Tier-1.
- Members who are affected will be notified at least 30 days in advance of such changes

**You may have questions about your prescription drug benefit.**

You may want to know the tier of a particular drug. You might like to know if your medication is part of a Pharmacy Management Program.

For these and other formulary questions:

- Check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com)
- Or call Member Services at 1- 800-682-8059.

## **COVERED SERVICES**, continued

### **Prescription Drug Benefit**, continued

#### **Filling Your Prescription**

##### **Where to Fill Prescriptions:**

Fill your prescriptions at a TUFTS HEALTH PLAN designated pharmacy. TUFTS HEALTH PLAN designated pharmacies include:

- for the majority of prescriptions, most of the pharmacies in Massachusetts and Rhode Island. They also include additional pharmacies nationwide; and
- for a select number of drug products, a small number of designated specialty pharmacy PROVIDERS. (See “TUFTS HEALTH PLAN Pharmacy Management Programs” above.) You may have questions about where to fill your prescription. If so, call the TUFTS HEALTH PLAN Member Services Department.

##### **How to Fill Prescriptions:**

- Make sure the prescription is written by a TUFTS HEALTH PLAN participating PROVIDER. This is not required, though, in cases of authorized referral or in EMERGENCIES.
- When you fill a prescription, provide your MEMBER ID to any TUFTS HEALTH PLAN designated pharmacy and pay your COST SHARING AMOUNT.
- The cost of your prescription may be less than your COPAYMENT. In this case, you only need to pay the actual cost of the prescription.
- If you have any problems using this benefit at a TUFTS HEALTH PLAN designated pharmacy, call the TUFTS HEALTH PLAN Member Services Department.

**Important:** Your prescription drug benefit is honored only at TUFTS HEALTH PLAN designated pharmacies. In cases of EMERGENCY, call TUFTS HEALTH PLAN Member Services Department. They can explain how to submit your prescription drug claims for reimbursement.

##### **Filling Prescriptions for Maintenance Medications:**

You may need to take a maintenance medication. If so, we offer you two choices for filling your prescription:

- you may obtain your maintenance medication directly from a TUFTS HEALTH PLAN designated retail pharmacy; or
- you may have most maintenance medications\* mailed to you. This is done through a TUFTS HEALTH PLAN designated mail services pharmacy.

\*These drugs may not be available to you through a TUFTS HEALTH PLAN designated mail services pharmacy:

- medications for short term medical conditions;
- certain controlled substances and other prescribed drugs that may be subject to exclusions or restrictions; or
- medications that are part of our Quantity Limitations program.
- medications that are part of our Designated Specialty Pharmacy program.

**NOTE:** See the Benefits Overview earlier in this document for your prescription drug Cost Sharing Amounts.

## Exclusions from Benefits

TUFTS HEALTH PLAN will not pay for the following services, supplies, or medications:

- A service, supply or medication which is not MEDICALLY NECESSARY.
- A service, supply or medication which is not a COVERED SERVICE.
- A service, supply or medication received outside the SERVICE AREA, except as described under “How the Plan Works” in Chapter 1.
- A service, supply or medication that is not essential to treat an injury, illness, or pregnancy, except for preventive care services.
- A service, supply, or medication if there is a less intensive level of service, supply, or medication or more cost-effective alternative which can be safely and effectively provided, or if the service, supply, or medication can be safely and effectively provided to you in a less intensive setting.
- A service, supply, or medication that is primarily for your, or another person’s, personal comfort or convenience.
- CUSTODIAL CARE.
- Services related to non-COVERED SERVICES. This does not apply to complications related to pregnancy terminations.
- A drug, device, medical treatment or procedure (collectively "treatment") that is EXPERIMENTAL OR INVESTIGATIVE.

This exclusion does not apply to the following :in accordance with requirements of Rhode Island and federal law:

- treatment of chronic Lyme disease;
- approved clinical trials; i.e., new therapies conducted to prevent, detect, or treat cancer or other life-threatening diseases or conditions; or
- Off-label uses of prescription drugs for the treatment of cancer.

A treatment may be EXPERIMENTAL OR INVESTIGATIVE. In this case, we will not pay for any related treatments provided to the MEMBER for the purpose of furnishing the EXPERIMENTAL OR INVESTIGATIVE treatment.

- Drugs, medicines, materials or supplies for use outside the hospital or any other facility, except as described earlier in this chapter. Medications and other products which can be purchased over-the-counter except those listed as covered earlier in this chapter. Laboratory tests ordered by a MEMBER (online or through the mail) are not covered. This is the case even if they are performed at a licensed laboratory.
- Services provided by your relative (by blood or marriage) unless the relative is a TUFTS HEALTH PLAN PROVIDER and the services are approved by your PCP. If you are a TUFTS HEALTH PLAN PROVIDER, you cannot provide or approve services for yourself or be your own PCP for yourself or a member of your immediate family (by blood or marriage).
- Services, supplies, or medications required by a third party which are not otherwise MEDICALLY NECESSARY. Examples of a third party are an employer, an insurance company, a school, or a court.
- Services for which you are not legally obligated to pay. Services for which no charge would be made if you had no health plan.
- Care for conditions for which we determine that benefits are available under workers' compensation or other government programs other than Medicaid.

- Care for conditions that state or local law requires to be treated in a public facility.
- Any additional fee a PROVIDER may charge as a condition of access or any amenities that access fee is represented to cover. Refer to the DIRECTORY OF HEALTH CARE PROVIDERS to see if your PROVIDER charges such a fee.
- Facility charges or related services if the procedure being performed is not a COVERED SERVICE, except as provided under “Oral health services” earlier in this chapter.
- Preventive dental care.
- The following dental care services, treatments, and supplies: periodontal treatment; orthodontia, even when it is an adjunct to other surgical or medical procedures; dental supplies; dentures; restorative services including, but not limited to, crowns, fillings, root canals, and bondings; skeletal jaw surgery, except as provided under “Oral health services” earlier in this chapter; alteration of teeth; care related to deciduous (baby) teeth; splints and oral appliances (except for sleep apnea, as described in this chapter), including those for TMJ disorders. TMJ disorder-related therapies, including TMJ appliances, occlusal adjustment, or other TMJ appliance-related therapies, are not covered.
- Surgical removal or extraction of teeth, except as provided under "Oral health services" as described earlier in this chapter.
- Cosmetic (This means to change or improve appearance.) surgery, procedures, supplies, medications or appliances, except as provided under “Reconstructive surgery and procedures” earlier in this chapter.
- Rhinoplasty, except as provided under “Reconstructive surgery and procedures” earlier in this chapter; liposuction; and brachioplasty.
- Treatment of spider veins; removal or destruction of skin tags; treatment of vitiligo.
- Hair removal (e.g., electrolysis, laser hair removal), except when MEDICALLY NECESSARY to treat an underlying skin condition or for skin preparation for gender reassignment genital surgery that has been approved by an Authorized Reviewer.
- Costs associated with home births; costs associated with the services provided by a doula.
- Circumcisions performed in any setting other than a hospital, DAY SURGERY, or a PROVIDER’s office.
- Infertility services for MEMBERS who do not meet the definition of Infertility as described in the “OUTPATIENT Care” section earlier in this Chapter; EXPERIMENTAL infertility procedures; the costs of surrogacy; reversal of voluntary sterilization; long-term (longer than 90 days) sperm or embryo cryopreservation unless the MEMBER is in active infertility treatment; costs associated with donor recruitment and compensation; and Infertility services which are necessary for conception as a result of voluntary sterilization or following an unsuccessful reversal of a voluntary sterilization; and donor sperm and associated laboratory services in the absence of diagnosed male factor infertility in the partner.
  - **Note:** We may approve short-term (less than 90 days) cryopreservation of sperm or embryos for certain medical conditions that may impact a MEMBER’s future fertility. PRIOR AUTHORIZATION is required for these services. See "Important Notes" earlier in this chapter.
- Drugs for anonymous or designated egg donors that are directly related to a stimulated Assisted Reproductive Technology (ART) cycle, unless the ART service has been approved by TUFTS HEALTH PLAN or its designee, is provided at a TUFTS HEALTH PLAN ART center; and the MEMBER is the sole recipient of the donor’s eggs.
- Reversal of voluntary sterilization.
- Over-the-counter contraceptive agents, except as described earlier in this chapter.

- the purchase of an electric hospital-grade breast pump; donor breast milk.
- Human organ transplants, except as described earlier in this chapter.
- Services provided to a non-MEMBER, except as described earlier in this chapter for:
  - organ donor charges under "Human organ transplants";
  - bereavement counseling services under "Hospice care services"; and
  - the costs of procurement and processing of donor sperm, eggs, or inseminated eggs or banking of donor sperm or inseminated eggs under "Infertility services" (This is to the extent such costs are not covered by the donor's health coverage, if any.)
- Acupuncture.
- Biofeedback, except for the treatment of urinary incontinence;
- Hypnotherapy;
- Psychoanalysis;
- TENS units or other neuromuscular stimulators and related supplies;
- Inpatient and Outpatient weight-loss programs and clinics; relaxation therapies; services by a personal trainer; exercise classes. Also excluded are diagnostic services related to any of these procedures or programs.
- Massage therapies, cognitive rehabilitation programs and cognitive retraining programs are excluded except as described under "Speech, physical and occupational therapy services" earlier in this chapter.
- Any service, program, supply or procedure performed in a non-conventional setting (This includes, but is not limited to, spas/resorts, educational, vocational, or recreational settings, Outward Bound, or wilderness, camp or ranch programs). This is the case even if the services, programs, supplies or procedures are performed or provided by licensed Providers, such as behavioral health professionals, nutritionists, nurses or physicians. Some examples of services that may be excluded if they are performed in a non-conventional setting are psychotherapy, ABA services, and nutritional counseling.
- Blood, blood donor fees, blood storage fees, blood substitutes, blood banking, cord blood banking, and blood products, except as detailed in the "Note" below.
 

Note: The following blood services and products are covered:

  - blood processing;
  - blood administration;
  - Factor products (monoclonal and recombinant) for Factor VIII deficiency (classic hemophilia), Factor IX deficiency (Christmas factor deficiency), and von Willebrand disease (PRIOR AUTHORIZATION is required for these services. See "Important Notes" earlier in this chapter.);
  - intravenous immunoglobulin for treatment of severe immune disorders, certain neurological conditions, infectious conditions, and bleeding disorders (PRIOR AUTHORIZATION is required for these services. See "Important Notes" earlier in this chapter.).
- Devices and procedures intended to reduce snoring including, but not limited to, laser-assisted uvulopalatoplasty, somnoplasty, and snore guards.
- Examinations, evaluations or services for educational purposes. This includes physical therapy, speech therapy, and occupational therapy, except as provided earlier in this chapter. Vocational rehabilitation services and vocational retraining. Also, services to treat learning disabilities, and behavioral problems in a school-based setting.

- Multi-purpose general electric devices, including, but not limited to, laptop computers, desktop computers, personal assistive devices (PDAs), tablets, and smartphones. All accessories for multi-purpose general electric devices including USB devices and direct connect devices (for example, speakers, microphones, cables, cameras, batteries, etc.) Internet and modern connection or access including, but not limited to, Wi-Fi , Bluetooth , Ethernet and all related accessories.
- Eyeglasses, lenses or frames, except as described earlier in this chapter ; refractive eye surgery (This includes radial keratotomy.) for conditions which can be corrected by means other than surgery. Except as described earlier in this chapter, TUFTS HEALTH PLAN will not pay for contact lenses or contact lens fittings.
- Routine foot care. Examples includes: trimming of corns and calluses; treatment of flat feet or partial dislocations in the feet; orthopedic shoes and related items that are not part of a brace; or other non-orthotic support devices for the feet.  
Note: This exclusion does not apply to routine foot care for MEMBERS diagnosed with diabetes.
- Transportation, including, but not limited to, transportation by chair car, taxi, or wheelchair van, except as described in “Ambulance services” in this chapter.
- Lodging related to receiving any medical service.
- Externally powered exoskeleton assistive devices and orthoses
- All Non-Conventional Medicine services, provided independently or together with conventional medicine, AND all related testing, laboratory testing, services, supplies, procedures, and supplements associated with this type of medicine.
- Service or therapy animals and related supplies.
- Removal of tatoos.
- Private duty nursing (block or non-intermittent nursing).

## Chapter 4--When Coverage Ends

### Reasons coverage ends

Coverage (including federal COBRA coverage and Rhode Island continuation coverage) ends when any of the following occurs:

- you lose eligibility because you no longer meet your GROUP's or TUFTS HEALTH PLAN's eligibility rules; or
- you are a SUBSCRIBER or SPOUSE and no longer live, work or reside in the SERVICE AREA; or
- you choose to drop coverage; or
- you commit an act of physical or verbal abuse unrelated to your physical or behavioral condition which poses a threat to any PROVIDER, any TUFTS HEALTH PLAN MEMBER, TUFTS HEALTH PLAN or any TUFTS HEALTH PLAN employee; or
- you commit an act of misrepresentation or fraud; or
- your GROUP CONTRACT with TUFTS HEALTH PLAN ends. (For more information, see "Termination of a GROUP CONTRACT" later in this chapter.)

Note: Please see **"If you no longer live, work or reside in the Service Area"** below and in Chapter 2, Eligibility, Enrollment and Continued Eligibility. Care outside of the Service Area is limited to Emergency or Urgent Care only.

### Benefits after termination

If you are totally disabled when your coverage ends, you may be able to continue your coverage as described in "Extension of Benefits" later in this chapter. Otherwise, we will not pay for services you receive after your coverage ends even if:

- you were receiving INPATIENT or OUTPATIENT care when your coverage ended; or
- you had a medical condition (known or unknown), including pregnancy, that requires medical care after your coverage ends.

### Continuation and converted plans

Once your coverage ends, you may be eligible to continue your coverage with your GROUP. Or, you may be able to enroll in a converted coverage plan. See Chapter 5 for more information.

## When a MEMBER is No Longer Eligible

### Loss of eligibility

Your coverage ends on the date you no longer meet your GROUP's or TUFTS HEALTH PLAN's eligibility rules.

**Important Note:** Your coverage will terminate retroactively. This is done back to the date you are no longer eligible for coverage.

### If you no longer live, work or reside in the SERVICE AREA

If you no longer live, work or reside in the SERVICE AREA, you can be covered **ONLY IF**:

- you are a CHILD or
- you are a Dependent subject to a Qualified Medical Child Support Order (QMCSO); or
- you are a divorced Spouse that Tufts Health Plan must cover.

**NOTE:** Care outside of the SERVICE AREA is limited to Emergency or Urgent Care only. Please see "Emergency and Urgent Care" in Chapter 1 for more information.

Before you no longer live, work or reside in the SERVICE AREA, tell your GROUP or call a MEMBER Specialist to notify TUFTS HEALTH PLAN of the date you no longer live, work or reside there.

For more information about coverage available to you when you no longer live you no longer live, work or reside in the SERVICE AREA, contact a Member Specialist.



## **When a MEMBER is No Longer Eligible, continued**

### **DEPENDENT Coverage**

An enrolled DEPENDENT's coverage ends when the SUBSCRIBER's coverage ends, or the DEPENDENT no longer meets the definition of DEPENDENT, whichever occurs first. See Chapter 2, "Continuing Eligibility for DEPENDENTS", for more information.

### **You choose to drop coverage**

Coverage ends if you decide you no longer want coverage and you meet any qualifying event your GROUP requires. To end your coverage, notify your GROUP. You must do this at least 30 days before the date you want your coverage to end. You must pay PREMIUMS up through the day your coverage ends.

## **Membership Termination for Acts of Physical or Verbal Abuse**

### **Acts of physical or verbal abuse**

We may terminate your coverage if you commit acts of physical or verbal abuse which:

- are unrelated to your physical or behavioral condition;
- pose a threat to any PROVIDER, any TUFTS HEALTH PLAN MEMBER, or TUFTS HEALTH PLAN or any TUFTS HEALTH PLAN employee.

## **Membership Termination or Rescission for Misrepresentation or Fraud**

### **Policy**

We may terminate your coverage for misrepresentation or fraud under this plan. If your coverage is terminated for misrepresentation or fraud, we may not allow you to re-enroll for coverage with us under any other plan (such as an individual plan or another employer's plan) or type of coverage (for example, coverage as a DEPENDENT or SPOUSE).

### **Acts of misrepresentation or fraud**

Examples of misrepresentation or fraud include:

- false or misleading information on your application;
- enrolling as a SPOUSE someone who is not your SPOUSE;
- receiving benefits for which you are not eligible;
- abuse of the benefits under this plan, including the resale or transfer of supplies, medication, or equipment provided to you as COVERED SERVICE;
- keeping for yourself payments made by TUFTS HEALTH PLAN that were intended to be used to pay a PROVIDER;
- allowing someone else to use your MEMBER ID; or
- submission of any false paperwork, forms, or claims information.

### **Date of termination**

If we terminate your coverage for misrepresentation or fraud, your coverage will end as of a later date chosen by us. Rescission is a cancellation or discontinuance of coverage that has retroactive effect. It includes a cancellation or discontinuance that voids benefits paid. During the first two years of coverage, we reserve the right to rescind coverage and deny payment of claims retroactive to your Effective Date for any false or misleading information on your application. In accordance with federal law, we shall not rescind coverage except with 30 days prior notice to each enrolled participant who would be affected and may not rescind your coverage except in cases of fraud or intentional misrepresentation of material fact.



## **Membership Termination or Rescission for Misrepresentation or Fraud, continued**

### **Payment of claims**

We will pay for all COVERED SERVICES you received between:

- your EFFECTIVE DATE; and
- your termination date, as chosen by us. In the case of rescission we may retroactively terminate your coverage back to a date no earlier than your EFFECTIVE DATE.

We may use any PREMIUM you paid for a period after your termination date to pay for any COVERED SERVICES you received after your termination date.

The PREMIUM may not be enough to pay for that care. In this case, TUFTS HEALTH PLAN, at its option, may:

- pay the PROVIDER for those services and ask you to pay us back; or
- not pay for those services. In this case, you will have to pay the PROVIDER for the services.

The PREMIUM may be more than is needed to pay for COVERED SERVICES you received after your termination date. In this case, we will refund the excess to your GROUP.

Despite the above provisions related to MEMBER termination for misrepresentation or fraud:

- the validity of the GROUP CONTRACT will not be contested, except for non-payment of PREMIUMS, after the GROUP CONTRACT has been in force for two years from its date of issue; or
- no statement made for the purpose of effecting insurance coverage with respect to a MEMBER under this GROUP CONTRACT shall be used to avoid the insurance with respect to which such statement was made or to reduce benefits thereunder after that MEMBER's insurance under this GROUP CONTRACT has been in force for a period of two years during his or her lifetime, nor unless such statement is contained in a written instrument signed by the person making such statement and a copy of that instrument is or has been furnished to him or her.

## **Termination of a GROUP CONTRACT**

### **End of TUFTS HEALTH PLAN's and GROUP's relationship**

If you enrolled under a GROUP CONTRACT, coverage will terminate if the relationship between your GROUP and TUFTS HEALTH PLAN ends for any reason, including:

- your GROUP's contract with TUFTS HEALTH PLAN terminates;
- your GROUP fails to pay PREMIUMS on time\*;
- TUFTS HEALTH PLAN stops operating; or
- your GROUP stops operating.

\*Note: In accordance with the provisions of the GROUP CONTRACT, the GROUP is entitled to a one-month grace period for the payment of any PREMIUM due, except for the first month's PREMIUM. During that one-month grace period, the GROUP CONTRACT will continue to stay in force. However, upon termination of the GROUP CONTRACT, the GROUP will be responsible for the payment of PREMIUM, prorated based on the actual date of the termination. That termination date will be at the end of the grace period, unless the GROUP notifies us of an earlier termination date.

## **Extension of Benefits**

If you are totally disabled on the date the GROUP CONTRACT ends, you will continue to receive COVERED SERVICES for 12 months.

The following conditions apply:

- the COVERED SERVICES must be:
  - MEDICALLY NECESSARY,
  - provided while the total disability lasts, and
  - directly related to the condition that caused the MEMBER to be totally disabled on that date; and
- all of the terms, conditions, and limitations of coverage under the GROUP's contract with TUFTS HEALTH PLAN will apply during the extension of benefits.

The extension of benefits will end on the earliest of:

- the date the total disability ends;
- the date you become eligible for coverage under another plan; or
- 12 months after your extended benefits began.

## **Transfer to Other Employer GROUP Health Plans**

### **Conditions for transfer**

You may transfer from TUFTS HEALTH PLAN to any other health plan offered by your GROUP only:

- during your GROUP's OPEN ENROLLMENT PERIOD;
- within 30 days after moving out of the SERVICE AREA; or
- as of the date your GROUP no longer offers TUFTS HEALTH PLAN.

Note: Both your GROUP and the other health plan must agree.

## Chapter 5--Continuation of GROUP CONTRACT Coverage

### Federal Continuation Coverage (COBRA)

#### Rules for federal COBRA continuation

Under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA), you may be eligible to continue coverage after GROUP coverage ends if you were enrolled in TUFTS HEALTH PLAN through a GROUP which has 20 or more eligible employees and you experience a qualifying event which would cause you to lose coverage under your GROUP. For more information, please contact your GROUP.

#### Qualifying Events

A qualifying event is defined as:

- the SUBSCRIBER's death;
- termination of the SUBSCRIBER's employment for any reason other than gross misconduct;
- reduction in the SUBSCRIBER's work hours;
- the SUBSCRIBER's divorce or legal separation;
- the SUBSCRIBER's entitlement to Medicare; or
- the SUBSCRIBER's or SPOUSE's enrolled DEPENDENT ceases to be a DEPENDENT CHILD.

If a MEMBER experiences a qualifying event, he or she may be eligible to continue GROUP coverage as a SUBSCRIBER or an enrolled DEPENDENT under federal COBRA law as described below.

#### When federal COBRA coverage is effective

A MEMBER who is eligible for federal COBRA continuation coverage (a "qualified beneficiary") must be given an election period of 60 days to choose whether to elect federal COBRA continuation coverage. This period is measured from the later of the date the qualified beneficiary's coverage under the GROUP CONTRACT ends (see the list of qualifying events described above); or the date the Plan provides the qualified beneficiary with a COBRA election notice.

A qualified beneficiary's federal COBRA continuation coverage becomes effective retroactive to the start of the election period, if he or she elects and pays for that coverage.

#### Cost of Coverage

In most cases, you are responsible for payment of 102% of the cost of coverage for the federal COBRA continuation coverage. (See "Important Note" in the "Duration of Coverage" table below for information about when you may be responsible for payment of more than 102% of the cost of COBRA coverage.) For more information, contact your GROUP.

#### Duration of Coverage

Qualified beneficiaries are eligible for federal COBRA continuation coverage, in most cases, for a period of 18 or 36 months from the date of the qualifying event, depending on the type of qualifying event. Generally, COBRA coverage is available for a maximum of 18 months for qualifying events due to employment termination or reduction of work hours. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a qualified beneficiary to receive a maximum of 36 months of COBRA continuation coverage. For more information, see the "Duration of Coverage" table below.

## Federal Continuation Coverage (COBRA), continued

| FEDERAL COBRA - DURATION OF COVERAGE   |  |                            |
|--|--|----------------------------|
| Qualifying Event(s)  | Qualified Beneficiaries                    | Maximum Period of Coverage |
| <ul style="list-style-type: none"> <li>Termination of SUBSCRIBER's employment for any reason other than gross misconduct.</li> <li>Reduction in the SUBSCRIBER's work hours.</li> </ul>  | SUBSCRIBER, SPOUSE, and DEPENDENT CHILDREN | 18 months*                 |
| SUBSCRIBER's divorce, legal separation, entitlement to Medicare, or death.   | SPOUSE and DEPENDENT CHILDREN              | 36 months                  |
| SUBSCRIBER's or SPOUSE's enrolled DEPENDENT ceases to be a DEPENDENT CHILD.  | DEPENDENT CHILD                            | 36 months                  |
| <p><b>*Important Note:</b> If a qualified beneficiary is determined under the federal Social Security Act to have been disabled within the first 60 days of federal COBRA continuation coverage for these qualifying events, then that qualified beneficiary and all of the qualified beneficiaries in his or her family may be able to extend COBRA coverage for up to an additional 11 months. You may be responsible for payment of up to 150% of the cost of COBRA coverage for this additional period of up to 11 months.</p> |  |                            |

### When coverage ends

Federal COBRA continuation coverage will end at the end of the maximum period of coverage. However, coverage may end earlier if:

- Coverage costs are not paid on a timely basis.
- Your GROUP ceases to maintain any GROUP health plan.
- After the COBRA election, the qualified beneficiary obtains coverage with another employer group health plan that does not contain any exclusion or pre-existing condition of such beneficiary. However, if other group health coverage is obtained prior to the COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.
- After the COBRA election, the qualified beneficiary becomes entitled to federal Medicare benefits. However, if Medicare is obtained prior to COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.

## **Rhode Island Continuation Coverage**

If your employment is terminated because of involuntary layoff or death, or as a result of the workplace ceasing to exist, or the permanent reduction in size of the workforce, the benefits under this GROUP CONTRACT may be continued as provided under Rhode Island General Laws, Chapter 27-19.1. The period of this continuation will be for up to eighteen (18) months from your termination date. The continuation period cannot exceed the shorter of:

- the period that represents the period of your continuous employment preceding termination with your GROUP; or
- the time from your termination date until the date that you or any other covered MEMBER under your plan becomes employed by another employer and eligible for benefits under another group plan.

Note: We must receive the applicable PREMIUM in order to continue coverage under this provision.

## **Coverage under an Individual Contract**

If Group coverage ends, the Member may be eligible to enroll in coverage under an Individual Contract offered through the Rhode Island Health Benefits Exchange called Health Source R.I. For more information, contact Health Source R.I. either by phone at (1-855-840-HSRI (4774) or on its Web site ([www.healthsourceri.com](http://www.healthsourceri.com)).

## The Uniformed Services Employment and Reemployment Rights Act (USERRA)

The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military services or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

Under USERRA:

- You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed services, and (1) you ensure that your employer receives advance written or verbal notice of your service; (2) you have five years or less of cumulative service in the uniformed services while with that particular employer; (3) you return to work or apply for reemployment in a timely manner after conclusion of service; and (4) you have not been separated from service with a disqualifying discharge or under other than honorable conditions. If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.
- If you are a past or present member of the uniformed services, have applied for membership in the uniformed services, or are obligated to serve in the uniformed services, then an employer may not deny you initial employment, reemployment, retention in employment, promotion, or any benefit of employment because of this status. In addition, an employer may not retaliate against any assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.
- If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your DEPENDENTS for up to 24 months while in the military.
- If you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (for example, pre-existing condition exclusions) except for service-connected illnesses or injuries.
- Service members may be required to pay up to 102% of the premium for the health plan coverage. If coverage is for less than 31 days, the service member is only required to pay the employee share, if any, for such coverage.
- USERRA coverage runs concurrently with COBRA and other state continuation coverage.
- The U.S. Department of Labor, Veterans' Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4USA-DOL or visit its Web site at [www.dol.gov/vets](http://www.dol.gov/vets). If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation. You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA. The rights listed here may vary depending on the circumstances.

For more information, please contact your GROUP.



## Chapter 6--MEMBER Satisfaction

### MEMBER Satisfaction Process

TUFTS HEALTH PLAN has a multi-level MEMBER Satisfaction Process including:

- Internal Inquiry;
- MEMBER Grievances Process;
- Internal MEMBER Appeals; and
- External review by an independent review organization (IRO) designated by the Rhode Island Office of Health Insurance Commissioner.

Mail all grievances and appeals to us at:

#### TUFTS HEALTH PLAN

**Attn: Appeals and Grievances Department**

**705 Mt. Auburn Street**

**P.O. Box 9193**

**Watertown, MA 02471-9193**

You can also call us at **1-800-682-8059**. Or you may submit your appeal or grievance in-person at the above address.

#### Internal Inquiry:

Call a TUFTS HEALTH PLAN Member Specialist to discuss concerns you have about your health care coverage. We will make every effort to resolve your concerns. You may choose to file a grievance or appeal. If you do this, you will receive written acknowledgement and written resolution in accordance with the timelines outlined below.

#### MEMBER Grievance Process

A grievance is a formal complaint about actions taken by TUFTS HEALTH PLAN or a TUFTS HEALTH PLAN PROVIDER. There are two types of grievances: administrative grievances and clinical grievances. The two types of grievances are described below.

It is important that you contact us as soon as possible to explain your concern. Grievances may be filed either verbally or in writing. You may choose to file a grievance verbally. If you do this, please call a TUFTS HEALTH PLAN Member Specialist. That person will document your concern and forward it to an Appeals and Grievances Specialist in the Appeals and Grievances Department. To accurately reflect your concerns, you may want to put your grievance in writing. Then, send it to the address at the beginning of this section. Your explanation should include:

- your name and address;
- your MEMBER ID number;
- a detailed description of your concern. This includes relevant dates, any applicable medical information, and TUFTS HEALTH PLAN PROVIDER names; and
- any supporting documentation.

**Important Note:** The MEMBER Grievance Process does not apply to requests for a review of a denial of coverage. If you are seeking such a review, please see the "Internal MEMBER Appeals" section below.

## **MEMBER Satisfaction Process, continued**

### **Administrative Grievances**

An administrative grievance is a complaint about a TUFTS HEALTH PLAN employee, department, policy, or procedure, or about a billing issue.

#### **Administrative Grievance Timeline**

- You may file your grievance verbally or in writing. If you do this, we will notify you by mail. We will do this within five (5) business days after receiving your grievance, that your verbal grievance or letter has been received. That notification will provide you with the name, address, and telephone number of the Appeals and Grievances Specialist coordinating the review of your grievance.
- We will review your grievance and will send you a letter regarding the outcome. As allowed by law, we will send that letter within thirty (30) calendar days of receipt.
- The time limits in this process may be waived or extended beyond the time allowed by law. This would be done by mutual written agreement between you or your authorized representative and TUFTS HEALTH PLAN.

### **Clinical Grievances**

A clinical grievance is a complaint about the quality of care or services that you have received. You may have concerns about your medical care. If so, you should discuss them directly with your PROVIDER. You may not be satisfied with your PROVIDER's response. If so, you may contact Member Services to file a clinical grievance.

- You may file your grievance verbally or in writing. We will notify you, within five (5) business days after receiving your grievance, that your verbal grievance or grievance letter has been received. That notification will provide you with the name, address, and telephone number of the Quality Management Intake Coordinator who is coordinating the review of your grievance.
- We will review your grievance and will send you a letter regarding the outcome. As allowed by law, we will send that letter within thirty (30) calendar days of receipt.
- The time limits in this process may be waived or extended beyond the time allowed by law. This would be done by mutual written agreement between you or your authorized representative and TUFTS HEALTH PLAN.

## **MEMBER Satisfaction Process, continued**

### **Internal MEMBER Appeals**

An appeal is a request for a review of a denial of coverage for a service or supply that has been reviewed and denied by TUFTS HEALTH PLAN based on:

- MEDICAL NECESSITY (an adverse medical necessity determination); or
- a denial of coverage for a specifically excluded service or supply or a failure to make payment in whole or part for a service or supply.

The TUFTS HEALTH PLAN Appeals and Grievances Department will review all of the information submitted upon appeal. That review will consider your benefits as detailed in this Certificate of COVERAGE.

It is important that you contact us as soon as possible to explain your concern. You have 180 days from the date you were notified of the denial of benefit coverage or claim payment.

Appeals may be filed either verbally or in writing. You may file a verbal appeal. To do this, call a Member Specialist. That person will document your concern and forward it to an Appeals and Grievances Specialist in the Appeals and Grievance Department. To accurately reflect your concerns, you may want to put your appeal in writing. Then, send it to the address listed earlier in this section. Or you may also submit your appeal in person to the address listed at the beginning of this chapter.

Your explanation should include:

- your name and address;
- your Member ID number;
- a detailed description of your concern. This includes relevant dates, any applicable medical information, and PROVIDER names; and
- any supporting documentation.

### **Appeals Timeline**

- Within 48 hours of receiving your appeal, we will notify you in writing. Our letter will include: (1) the name, address, and phone number of the Appeals and Grievances Specialist coordinating the review of your appeal; and, (2) a summary of our understanding of your concerns
- We will review your appeal, make a decision, and send you a decision letter within thirty (30) calendar days of receipt.

**Note:** If you need help, Rhode Island's health insurance consumer assistance program, RIREACH, can help you. Contact RIREACH at 1-855-747-3224.

### **When Medical Records are Necessary**

Your appeal may require the review of medical records. In this event, we will send you a form. You must sign that form to authorize your PROVIDERS to release to TUFTS HEALTH PLAN medical information relevant to your appeal. You must sign and return the form to us before we can begin the review process. If you do not sign and return the form to us within thirty (30) calendar days of the date you filed your appeal, we may issue a response to your request without reviewing the medical records. You will have access to any medical information and records relevant to your appeal in our possession and control.

## **MEMBER Satisfaction Process, continued**

### **Who Reviews Appeals?**

Appeals of a medical necessity determination will be reviewed by a licensed practitioner:

- in the same or similar specialty as typically treats the medical condition, procedure or treatment under review.
- who did not participate in any of the prior decisions on the case.
- who has not participated your direct care.

A committee within the Appeals and Grievances Department will review appeals involving non-COVERED SERVICES.

### **Appeal Response Letters**

The letter you receive from TUFTS HEALTH PLAN will include identification of the specific information considered for your appeal and an explanation of the basis for the decision. A response letter regarding a final adverse medical necessity determination will include: the specific information upon which the adverse medical necessity determination was based; our understanding of your presenting symptoms or condition; diagnosis and treatment interventions, and the specific reasons such medical evidence fails to meet the relevant medical review criteria; alternative treatment options offered, if any; applicable clinical practice guidelines and review criteria; the titles and credentials of the individuals who reviewed the case; notification of the steps requesting an external review by an independent review organization, designated by the Rhode Island Office of the Health Insurance Commissioner and the availability of translation services and consumer assistance programs.

### **Expedited Appeals**

We recognize that there are circumstances that require a quicker turnaround than the thirty (30) calendar days allotted for the standard Appeals Process. We will expedite an appeal when there is an ongoing service about to terminate or a service to be delivered imminently whereby a delay in treatment would seriously jeopardize your life and health or jeopardize your ability to regain maximum function. We may also process an appeal for a non-covered drug with a quicker turnaround.

Additionally, we will expedite your appeal if a medical professional determines it involves emergent health care services (defined as services provided in the event of the sudden onset of a medical, mental/behavioral health, or substance use or other health care condition manifesting itself by acute symptoms of a severity (e.g., severe pain) where the absence of immediate medical attention could be reasonably expected to result in placing your health in serious jeopardy, serious impairment to bodily or mental functions, or serious dysfunction of any body organ or part). If your request meets the criteria for an expedited review, you may also file a request for a simultaneous external appeal.

If you feel your request meets the criteria cited above, you or your attending PROVIDER should contact Member Services. Under these circumstances, you will be notified of our decision as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours after the review is initiated.

## **MEMBER Satisfaction Process, continued**

### **External Review**

TUFTS HEALTH PLAN provides for an independent external review of final adverse determinations (decisions based on medical necessity). The Rhode Island Office of the Health Insurance Commissioner (OHIC) has designated independent external review. Assignment of IORs to perform these external reviews is on a rotational basis as directed by the OHIC.

Please note that these IROs are not connected in any way with TUFTS HEALTH PLAN. Also, appeals for coverage of services excluded from coverage under your plan are not eligible for external review.

To initiate an external appeal, you must send a letter to us within four (4) months of the receipt of your internal appeal adverse determination letter. In your letter requesting an external appeal, you must include any additional information that you would like the IRO to consider.

There is no filing fee and no minimum dollar claim amount required to request an external appeal.

You will have at least five (5) business days for standard appeals or twenty-four (24) hours for expedited appeals to submit additional information for your external review to TUFTS HEALTH PLAN. Within six (6) business days for standard appeals and two (2) business days for expedited appeals of receipt of your written request, TUFTS HEALTH PLAN will forward the complete review file, including the criteria utilized in rendering its decision, to the IRO.

The IRO's external review shall be based on the following:

- the review criteria used by TUFTS HEALTH PLAN to make the internal appeal determination;
- the medical necessity for the care, treatment or service for which coverage was denied; and
- the appropriateness of the service delivery for which coverage was denied.

The IRO shall notify you and your PROVIDER of record of its external appeal decision to uphold or overturn the appeal:

- no more than 10 calendar days from receipt of all the information necessary to complete the review for standard appeals, (within 72 hours from receipt of the request for expedited appeals) and;
- not greater than forty-five (45) calendar days after receipt of the request for external review.

The decision of the IRO is binding. However, any person who is not satisfied with the IRO's final decision is entitled to judicial review in a court of competent jurisdiction.

If the IRO overturns TUFTS HEALTH PLAN's appeal decision, we will send you a written notice within five (5) business days of receipt of the written decision from the IRO. This notice will:

- include an acknowledgement of the decision of the IRO;
- advise of any procedures that you need to take in order to obtain the requested coverage or services;
- advise you of the date by which payment will be made or authorization for services will be issued by TUFTS HEALTH PLAN; and
- include the name and phone number of the person at TUFTS HEALTH PLAN who will assist you with final resolution of the appeal.

## **Bills from PROVIDERS**

### **Medical Expenses/Member Reimbursement Process**

Occasionally, you may receive a bill from a PROVIDER for COVERED SERVICES. Before paying the bill, contact the Member Services Department.

If you do pay the bill, you must send the Reimbursement Medical Claims Department:

- A completed, signed Member Reimbursement Medical Claim Form. You can obtain this from our web site. You can also get one by contacting the Member Services Department.
- The documents required for proof of service and payment. Those documents are listed on the Reimbursement Medical Claim Form.

Note: We will provide the MEMBER making a claim, or to the GROUP for delivery to such person, the claim forms we furnish for filing proof of loss for COVERED SERVICES. If we do not provide such forms within 15 days after we received notice of any claim under the GROUP CONTRACT, the MEMBER making that claim will be deemed to have met the requirements under that GROUP CONTRACT for proof of loss, upon submitting to us within the time fixed in the GROUP CONTRACT for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

The address for the Member Reimbursement Medical Claims Department is listed on the Member Reimbursement Medical Claim Form.

Note: You must contact us regarding your bill(s) or send your bill(s) to us within 90 days from the date of service, or as soon as reasonably possible. If you do not, the bill cannot be considered for payment, unless you are legally incapacitated. In no event, except in cases of legal incapacitation, can bills be considered for payment after a period of 1 year.

If you receive COVERED SERVICES from a non-TUFTS HEALTH PLAN PROVIDER, we will pay up to the REASONABLE CHARGE for the services within 30 days of receiving a completed Member Reimbursement Medical Claim Form and all required supporting documents. Incomplete requests and requests for services received outside of the United States may take longer.

#### **IMPORTANT NOTE**

Certain services you receive from non-TUFTS HEALTH PLAN PROVIDERS at an in-network setting are reimbursable. Some examples of these types of non-TUFTS HEALTH PLAN PROVIDERS include:

- Radiologists, pathologists, and anesthesiologists who work at TUFTS HEALTH PLAN PROVIDER Hospitals; and
- Emergency room specialists.

You may receive a bill from a PROVIDER who is not a TUFTS HEALTH PLAN PROVIDER. If this happens, please follow the member reimbursement process described above.

We reserve the right to be reimbursed by the MEMBER for payments made due to our error.

### **Pharmacy Expenses**

If you obtain a prescription at a non-designated pharmacy, you will need to pay for the prescription up front and submit a claim for reimbursement. Pharmacy claim forms can be obtained by contacting a Member Specialist. You can also get one at our web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## **Limitation on Actions**

You cannot bring an action at law or in equity to recover on this GROUP CONTRACT prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this GROUP CONTRACT. You cannot bring such action at all unless you bring it within three (3) years from the expiration of the time within which proof of loss is required by this GROUP CONTRACT.

## Chapter 7--Other Plan Provisions

### Subrogation

#### TUFTS HEALTH PLAN's right of subrogation

You may have a legal right to recover some or all of the costs of your health care from someone else (a "Third Party"). "Third Party" means any person or company that is, could be, or is claimed to be responsible for the costs of injuries or illness to you. This includes such costs to any DEPENDENT covered under this plan.

TUFTS HP may cover health care costs for which a Third Party is responsible. In this case, we may require that Third Party to repay us the full cost of all such benefits provided by this plan. Our rights of recovery apply to any recoveries made by you or on your behalf from any source. This includes, but is not limited to:

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

We have the right to recover those costs in your name. We can do this with or without your consent, directly from that person or company. Our right has priority, except as otherwise provided by law. We can recover against the total amount of any recovery, regardless of whether:

- all or part of the recovery is for medical expenses; or
- the recovery is less than the amount needed to reimburse you fully for the illness or injury.

#### Personal Injury Protection/MedPay Benefits

You may be entitled to benefits under your own or another individual's automobile coverage, regardless of fault. These benefits are commonly referred to as Personal Injury Protection (PIP) and Medical Payments (MedPay) benefits. Our coverage is secondary to both PIP and MedPay benefits. If we pay benefits before PIP or Med Pay benefits have been exhausted, we may recover the cost of those benefits as described above.

#### Workers' compensation

Employers provide workers' compensation insurance for their employees. Employers do this to protect them in case of work-related illness or injury.

If you have a work-related illness or injury, you and your employer must ensure that all medical claims related to the illness or injury are billed to your employer's workers' compensation insurer. We will not provide coverage for any injury or illness for which it determines that the MEMBER is entitled to benefits pursuant to: (1) any workers' compensation statute or equivalent employer liability (2) or indemnification law. This is the case whether or not the employer has obtained workers' compensation coverage as required by law.

We may pay the costs of health care services or medications for any work-related illness or injury. If we do this, we have the right to recover those costs from you, the person, or company legally obligated to pay for such services, or from the PROVIDER. If your PROVIDER bills services or medications to us for any work-related illness or injury, contact the Liability and Recovery Department at 1-888-880-8699, x. 1098.



## **TUFTS HEALTH PLAN's right of reimbursement**

This provision applies in addition to the rights described above. You may recover money by suit, settlement, or otherwise. If this happens, you are required to reimburse us for the cost of health care services, supplies, medications, and expenses for which we paid or will pay. This right of reimbursement attaches when we have provided health care benefits for expenses where a Third Party is responsible and you have recovered any amounts from any sources. This includes, but is not limited to:

- payments made by a Third Party;
- payments made by any insurance company on behalf of the Third Party;
- any payments or awards under an uninsured or underinsured motorist coverage policy;
- any disability award or settlement;
- medical payments coverage under any automobile policy,
- premises or homeowners medical payments coverage;
- premises or homeowners insurance coverage; and
- any other payments from a source intended to compensate you where a Third Party is responsible.

We have the right to be reimbursed up to the amount of any payment received by you. This is regardless of whether: (a) all or part of the payment to you was designated, allocated, or characterized as payment for medical expenses; or (b) the payment is for an amount less than that necessary to compensate you fully for the illness or injury.

## **Subrogation, continued**

### **MEMBER cooperation**

You further agree:

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

### **Subrogation Agent**

We may contract with a third party to administer subrogation recoveries. In such case, that subcontractor will act as our agent.

### **Constructive Trust**

By accepting benefits from TUFTS HEALTH PLAN, you hereby agree that if you receive any payment from any responsible party as a result of an injury, illness, or condition, you will serve as a constructive trustee over the funds that constitute such payment. This is the case whether the payment of such benefits is made to you directly or made on your behalf, for example to a PROVIDER. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to TUFTS HEALTH PLAN.

## **Coordination of This GROUP CONTRACT's Benefits with Other Benefits Applicability**

A. This Coordination of Benefits ("COB") provision applies to This Plan when an employee or the employee's covered DEPENDENT has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

B. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of "This Plan" are determined before or after those of another plan. The benefits of "This Plan":

(1) shall not be reduced when, under the order of benefit determination rules, "This Plan" determines its benefits before another plan; but

(2) may be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in the "Effect on the Benefits of "This Plan" " section below.

## Definitions

A. "Plan" is any of the following which provides benefits or services for, or because of, medical or dental care or treatment:

(1) GROUP insurance or group-type coverage whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.

(2) Coverage under a governmental plan, or coverage required to be provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time). Each contract or other arrangement for coverage under (1) or (2) is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

B. "This Plan" is the part of the GROUP CONTRACT that provides benefits for health care expenses.

C. "Primary Plan/Secondary Plan:" The order of benefit determination rules state whether "This Plan" is a Primary Plan or Secondary Plan as to another plan covering the person. When "This Plan" is a Primary Plan, its benefits are determined before those of the other plan and without considering the other plan's benefits. When "This Plan" is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits. When there are more than two plans covering the person, "This Plan" may be a Primary Plan as to one or more other plans, and may be a Secondary Plan as to a different plan or plans.

D. "Allowable Expense" means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made. The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is **MEDICALLY NECESSARY** either in terms of generally accepted medical practice, or as specifically defined in the plan. When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

E. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under "This Plan", or any part of a year before the date this COB provision or a similar provision takes effect.

## Coordination of This GROUP CONTRACT's Benefits with Other Benefits

### Applicability, continued

#### Order of Benefit Determination Rules

A. General. When there is a basis for a claim under "This Plan" and another plan, "This Plan" is a Secondary Plan which has its benefits determined after those of the other plan, unless:

(1) The other plan has rules coordinating its benefits with those of "This Plan"; and

(2) Both those rules and "This Plan"'s rules, in Subsection B below, require that "This Plan"'s benefits be determined before those of the other plan.

B. Rules. "This Plan" determines its order of benefits using the first of the following rules which applies:

(1) Non-DEPENDENT/DEPENDENT.

(a) Subject to Subparagraph (b) of this paragraph, the plan that covers the person other than as a dependent, for example as an employee, member, subscriber, policyholder or retiree, is the primary plan and the plan that covers the person as a dependent is the secondary plan.

(b)

(i) If the person is a Medicare beneficiary, and, as a result of the provisions on Title XV111 of the Social Security Act and implementing regulations, Medicare is:

(I) Secondary to the plan covering the person as a dependent; and

(II) Primary to the plan covering the person as other than a dependent (e.g., a retired employee),

(ii) Then the order of benefits is reversed so that the plan covering the person as an employee, member, subscriber, policyholder or retiree is the secondary plan and the other plan covering the person as a dependent is the primary plan.

(2) DEPENDENT CHILD/Parents Not Separated or Divorced. Except as stated in Paragraph B(3) below, when "This Plan" and another plan cover the same CHILD as a DEPENDENT of different person, called "parents:"

(a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year; but

(b) If both parents have the same birthday, the benefits of the plan which covered the parents longer are determined before those of the plan which covered the other parent for a shorter period of time.

(3) DEPENDENT CHILD/Separated or Divorced. If two or more plans cover a person as a DEPENDENT CHILD of divorced or separated parents, benefits for the CHILD are determined in this order:

(a) First, the plan of the parent with custody of the CHILD;

(b) Then, the plan of the spouse of the parent with the custody of the CHILD; and

(c) Then, the plan of the parent not having custody of the CHILD.

(d) Finally, the plan of the non-custodial parent's spouse.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the CHILD, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's plan is the primary plan. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

## **Coordination of This GROUP CONTRACT's Benefits with Other Benefits Applicability**

### **Order of Benefit Determination Rules, continued**

(4) Joint Responsibility. If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Paragraph B(2) of this section shall determine the order of benefits.

(5) Joint Custody. If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the CHILD, the plans covering the CHILD shall follow the order of benefit determination rules outlined above in Paragraph B(2) of this section.

(6) Parental and Spousal Coverage.

(a) For a dependent child who has coverage under either or both parents' plans, the rule in Paragraph B(9) applies.

(b) In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule in Paragraph B(2) to the dependent child's parent(s) and the dependent's spouse.

(7) Active/Inactive Employee. The benefits of a plan which covers a person as an employee who is neither laid off nor retired (or as that employee's DEPENDENT) are determined before those of a plan which covers that person as a laid off or retired employee (or as that employee's DEPENDENT). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (5) is ignored.

(8) COBRA or State Continuation.

(a) If a person whose coverage is provided pursuant to COBRA or under a right of continuation pursuant to state or other federal law is covered under another plan, the plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the plan covering that same person pursuant to COBRA or under a right of continuation pursuant to state or other federal law is the secondary plan.

(b) If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (8) is ignored.

(c) This rule does not apply if the rule in Paragraph B(1) can determine the order of benefits.

(9) Longer/Shorter Length of Coverage.

(a) If the preceding rules do not determine the order of benefits, the plan that covered the person longer is the primary plan and the plan that covered the person for the shorter period of time is the secondary plan.

(b) To determine the length of time a person has been covered under a plan, two successive plans shall be treated as one if the covered person was eligible under the second plan within twenty-four (24) hours after coverage from the first ended.

(c) The start of a new plan does not include:

(i) A change in the amount or scope of the plan's benefits;

(ii) A change in the entity which pays, provides or administers the plan's benefits; or

(iii) A change from one type of plan to another (such as, from a single employer to that of a multiple employer plan).

(d) The person's length of time covered under a plan is measured from the person's first date of coverage under the plan. If the date is not readily available, the date the person first became a

**Capitalized words are defined in Appendix A.**

member of the group shall be used as the date from which to determine the length of time the person's coverage under the present plan has been in force.

### **Effect on the Benefits of "This Plan"**

A. When This Section Applies. This section applies when, in accordance with the "Order of Benefit Determination Rules" section above, "This Plan" is a Secondary Plan as to one or more other plans. In that event the benefits of "This Plan" may be reduced under this section. Such other plan or plans are referred to as "the other plans" in B immediately below.

B. Reduction in "This Plan"'s Benefits. The benefits of "This Plan" will be reduced when the sum of:

(1) The benefits that would be payable for the Allowable Expenses under "This Plan" in the absence of this COB provision; and

(2) The benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of "This Plan" will be reduced so that they and the benefits payable under the other plans do not total more than those Allowable Expenses. When the benefits of "This Plan" are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable "Benefit Limits" of "This Plan".

### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. TUFTS HEALTH PLAN has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. TUFTS HEALTH PLAN need not tell, or get the consent of, any person to do this. Each person claiming benefits under "This Plan" must give TUFTS HEALTH PLAN any facts it needs to pay the claim. After you enroll, **you must notify us of new coverage, termination of other coverage, or if you are enrolled in any high deductible health plan with a health savings account (HSA).**

### **Facility of Payment**

A payment made under another plan may include an amount which should have been paid under "This Plan". If it does, TUFTS HEALTH PLAN may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under "This Plan". TUFTS HEALTH PLAN will not have to pay that amount again. The term "payment made" means reasonable cash value of the benefits provided in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

## Coordination of This GROUP CONTRACT's Benefits with Other Benefits

### Applicability, continued

#### Right of Recovery

If the amount of the payments made by TUFTS HEALTH PLAN is more than it should have paid under this COB provision, it may recover the excess from one or more of:

- A. The persons it has paid or for whom it has paid;
- B. Insurance companies; or
- C. Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

#### For more information

Contact the Liability and Recovery Department at 1-888-880-8699, x.1098. You can also call a Member Specialist. That person can transfer your call to the Liability and Recovery Department.

#### Medicare Eligibility

When a SUBSCRIBER or an enrolled DEPENDENT reaches age 65, that person may become entitled to Medicare based on his or her age. That person may also become entitled to Medicare under age 65 due to disability or end stage renal disease.

TUFTS HEALTH PLAN will pay benefits **before** Medicare:

- for you or your enrolled SPOUSE, if you or your SPOUSE is age 65 or older, if you are actively working and if your employer has 20 or more employees;
- for you or your enrolled DEPENDENT, for the first 30 months you or your DEPENDENT is eligible for Medicare due to end stage renal disease; or
- for you or your enrolled DEPENDENT, if you are actively working, you or your DEPENDENT is eligible for Medicare under age 65 due to disability, and your employer has 100 or more employees.

TUFTS HEALTH PLAN will pay benefits **after** Medicare:

- if you are age 65 or older and are not actively working;
- if you are age 65 or older and your employer has fewer than 20 employees; after the first 30 months you are eligible for Medicare due to end stage renal disease; or
- if you are eligible for Medicare under age 65 due to disability, but are not actively working or are actively working for an employer with fewer than 100 employees.

**Note:** In any of the circumstances described above, you will receive benefits for COVERED SERVICES that Medicare does not cover.

#### Use and Disclosure of Medical Information

TUFTS HEALTH PLAN mails a separate Notice of Privacy Practices to all SUBSCRIBERS. This notice explains how we use and disclose your medical information. If you have questions or would like another copy of our Notice of Privacy Practices, please call a Member Specialist. Information is also available on our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).



## **Relationships between TUFTS HEALTH PLAN and PROVIDERS**

### **TUFTS HEALTH PLAN and PROVIDERS**

We arrange health care services. We do not provide health care services. We have agreements with PROVIDERS practicing in their private offices throughout the SERVICE AREA. These PROVIDERS are independent. They are not TUFTS HEALTH PLAN employees, agents or representatives. PROVIDERS are not authorized to:

- change this EVIDENCE OF COVERAGE; or
- assume or create any obligation for TUFTS HEALTH PLAN.

We are not liable for acts, omissions, representations or other conduct of any PROVIDER.

### **Circumstances Beyond TUFTS HEALTH PLAN's Reasonable Control**

TUFTS HEALTH PLAN shall not be responsible for a failure or delay in arranging for the provision of services in cases of circumstances beyond our reasonable control. Such circumstances include, but are not limited to: major disaster; epidemic; strike; war; riot; and civil insurrection. In such circumstances, we will make a good faith effort to arrange for the provision of services. In doing so, we will take into account the impact of the event and the availability of TUFTS HEALTH PLAN PROVIDERS.

## **GROUP CONTRACT**

### **Acceptance of the terms of the GROUP CONTRACT**

By signing and returning the membership application form, you: (1) apply for GROUP coverage; and (2) agree, on behalf of yourself and your enrolled DEPENDENTS, to all the terms and conditions of the GROUP CONTRACT, including this EVIDENCE OF COVERAGE.

### **Notes:**

- The validity of the GROUP CONTRACT cannot be contested, except for non-payment of PREMIUM, after it has been in force for two years from its date of issue.
- A copy of the GROUP's application will be attached to the GROUP CONTRACT when issued. All statements made by the GROUP or by MEMBERS in that application shall be deemed representations and not warranties.
- No agent has authority to change the GROUP CONTRACT or waive any of its provisions. In addition, no change in the GROUP CONTRACT shall be valid unless approved by an officer of TUFTS HEALTH PLAN and evidenced by an amendment to the GROUP CONTRACT signed by us. Please note, though, that any such amendment that reduces or eliminates coverage must be requested in writing by the GROUP or signed by the GROUP.

### **Payments for coverage**

We will bill your GROUP and your GROUP will pay PREMIUMS to TUFTS HP for you. We are not responsible if your GROUP fails to pay the PREMIUM. This is true even if your GROUP has charged you (for example, by payroll deduction) for all or part of the PREMIUM.

Note: Your GROUP may fail to pay the PREMIUM on time. If this happens, we may cancel your coverage in accordance with the GROUP CONTRACT and applicable state law. For more information on the notice to be provided, see "Termination of the GROUP CONTRACT" in Chapter 4.

We may change the PREMIUM. If the PREMIUM is changed, the change will apply to all MEMBERS in your GROUP.

## **GROUP CONTRACT, continued**

### **Changes to this EVIDENCE OF COVERAGE**

We may change this EVIDENCE OF COVERAGE. Changes do not require your consent. Notice of changes in COVERED SERVICES will be sent to your GROUP at least 60 days before the EFFECTIVE DATE of the modifications. That notice will:

- include information regarding any changes in clinical review criteria; and
- detail the effect of such changes on a MEMBER's personal liability for the cost of such changes.

An amendment to this EVIDENCE OF COVERAGE describing the changes will be sent to you. It will include the effective date of the change. Changes will apply to all benefits for services received on or after the EFFECTIVE DATE with one exception.

Exception: A change will not apply to you if you are an INPATIENT on the EFFECTIVE DATE of the change until the earlier of:

- your discharge date; or
- the date ANNUAL COVERAGE LIMITATIONS are used up.

Note: If changes are made, they will apply to all MEMBERS in your GROUP. They will not apply just to you.

### **Notice**

Notice to MEMBERS: When we send a notice to you, it will be sent to your last address on file with us.

Notice to TUFTS HEALTH PLAN: MEMBERS should address all correspondence to:

**TUFTS HEALTH PLAN**  
**705 Mount Auburn Street**  
**P.O. Box 9173**  
**Watertown, MA 02471-9173**

### **Enforcement of terms**

We may choose to waive certain terms of the GROUP CONTRACT, if applicable. This includes the EVIDENCE OF COVERAGE. This does not mean that we give up our rights to enforce those terms in the future.

### **When this EVIDENCE OF COVERAGE Is Issued and Effective**

This EVIDENCE OF COVERAGE is issued and effective on your GROUP ANNIVERSARY DATE on or after January 1, 2019. It supersedes all previous EVIDENCES OF COVERAGE.

## **Appendix A--Glossary of Terms and Definitions**

This section defines the terms used in this EVIDENCE OF COVERAGE.

### **ADOPTIVE CHILD**

A CHILD is an ADOPTIVE CHILD as of the date he or she:

- is legally adopted by the SUBSCRIBER; or
- is placed for adoption with the SUBSCRIBER. This means that the SUBSCRIBER has assumed a legal obligation for the total or partial support of a CHILD in anticipation of adoption. If the legal obligation ceases, the CHILD is no longer considered placed for adoption.

Note: A foster CHILD is considered an ADOPTIVE CHILD as of the date of placement for adoption.

### **ANNIVERSARY DATE**

The date when the GROUP CONTRACT first renews. Then, each successive annual renewal date.

### **ANNUAL COVERAGE LIMITATIONS**

Annual dollar or time limitations on COVERED SERVICES.

### **Authorized Reviewer**

Authorized Reviewers review and approve certain services and supplies to Members. They are Tufts Health Plan's Chief Medical Officer (or equivalent) or someone he or she names.

### **BOARD-CERTIFIED BEHAVIOR ANALYST (BCBA)**

A BOARD-CERTIFIED BEHAVIOR ANALYST (BCBA) meets the qualifications of the Behavior Analyst Certification Board (BACB) by achieving a master's degree, training, experience and other requirements. BCBAs must also be individually licensed by the Rhode Island Department of Health as a healthcare provider/clinician, and credentialed by TUFTS HP. A BCBA professional conducts behavioral assessments, designs and supervises behavior analytic interventions, and develops and implements assessment and interventions for Members with diagnoses of autism spectrum disorders. BCBAs may supervise the work of Board-Certified Assistant Behavior Analysts and other Paraprofessionals who implement behavior analytic interventions.

### **CHILD**

The following individuals until the last day of the month in which their 26th birthday occurs:

- The SUBSCRIBER's or SPOUSE's natural unmarried child, stepchild, or ADOPTIVE CHILD who qualifies as a DEPENDENT for federal tax purposes; or
- any other CHILD for whom the SUBSCRIBER has legal guardianship.

## **COINSURANCE**

The percentage of costs you must pay for certain COVERED SERVICES.

- For services provided by a non-TUFTS HEALTH PLAN PROVIDER, your share is a percentage of the REASONABLE CHARGE for those services.
- For services provided by a TUFTS HEALTH PLAN PROVIDER, your share is a percentage of:
  - the applicable TUFTS HEALTH PLAN fee schedule amount for those services; or
  - the TUFTS HEALTH PLAN PROVIDER's actual charges for those services, whichever is less.

Note: The MEMBER's share percentage is based on the TUFTS HEALTH PLAN PROVIDER payment at the time the claim is paid. It does not reflect any later adjustments, payments or rebates that are not calculated on an individual claim basis.

## **COMMUNITY RESIDENCE**

Any home or other living arrangement which is established, offered, maintained, conducted, managed, or operated by any person for a period of at least 24 hours, where, on a 24-hour basis, direct supervision is provided for the purpose of providing rehabilitative treatment, habilitation, psychological support, and/or social guidance for three or more persons with substance use disorder or MENTAL DISORDERS, or persons with developmental disabilities or cognitive disabilities such as brain injury. Examples include, but are not limited to, group homes, halfway homes, and fully-supervised apartment programs. Semi-independent living programs, foster care, and parent deinstitutionalization subsidy aid programs are not considered COMMUNITY RESIDENCES under this document.

## **COPAYMENT**

Fees you pay for COVERED SERVICES. COPAYMENTS are paid to the PROVIDER when you receive care unless the PROVIDER arranges otherwise.

## **COST SHARING AMOUNT**

The cost you pay for certain COVERED SERVICES. This amount may consist of DEDUCTIBLES, COPAYMENTS, and/or COINSURANCE.

## **COVERED SERVICES**

The services and supplies for which we will pay. They must be:

- described in Chapter 3 (They are subject to the "Exclusions from Benefits" section in Chapter 3.);
- MEDICALLY NECESSARY; and
- provided or authorized by your PCP and in some cases, approved by TUFTS HEALTH PLAN or its designee.

These services include MEDICALLY NECESSARY coverage of pediatric specialty care (This includes mental/behavioral health care.) by PROVIDERS with recognized expertise in specialty pediatrics.

## **COVERING PROVIDER**

The PROVIDER named by your PCP to provide or approve services in your PCP's absence.

## **CUSTODIAL CARE**

- Care provided primarily to assist in the activities of daily living. Examples include bathing, dressing, eating, and maintaining personal hygiene and safety;
- care provided primarily for maintaining the MEMBER's or anyone else's safety, when no other aspects of treatment require an acute hospital level of care;
- services that could be provided by people without professional skills or training; or
- routine maintenance of colostomies, ileostomies, and urinary catheters; or
- adult and pediatric day care.

In cases of mental/behavioral health care or substance use disorder care, INPATIENT care or intermediate care provided primarily:

- for maintaining the MEMBER's or anyone else's safety; or
  - for the maintenance and monitoring of an established treatment program,
- when no other aspects of treatment require an acute hospital level of care or intermediate care.

Note: CUSTODIAL CARE is not covered by TUFTS HEALTH PLAN.

## **DAY SURGERY**

Any surgical procedure(s) provided to a MEMBER at a facility licensed by the state to perform surgery. The MEMBER must be expected to depart the same day or in some instances within twenty-four hours. Also called "Ambulatory Surgery" or "Surgical Day Care".

## **DEDUCTIBLE**

For each PLAN YEAR, the amount paid by the MEMBER for certain COVERED SERVICES before any payments are made under this document.

(Any amount paid by the MEMBER for a COVERED SERVICES rendered during the last 3 months of a PLAN YEAR shall be carried forward to the next PLAN YEAR's DEDUCTIBLE.)

See "Benefit Overview" at the front of this document for more information. Please note that costs in excess of the REASONABLE CHARGE do not apply to the DEDUCTIBLE.

Note: The amount credited towards the MEMBER's DEDUCTIBLE is based on the PROVIDER negotiated rate at the time the services are rendered and does not reflect any later adjustments, payments, or rebates that are not calculated on an individual claim basis.

## **DEPENDENT**

The SUBSCRIBER's SPOUSE, CHILD or DISABLED DEPENDENT.

## **DEVELOPMENTAL**

Refers to a delay in the expected achievement of age-appropriate fine motor, gross motor, social, or language milestones that is not caused by an underlying medical illness or condition.

## **DIRECTORY OF HEALTH CARE PROVIDERS**

A separate booklet which lists TUFTS HEALTH PLAN PCPs and their affiliated TUFTS HEALTH PLAN HOSPITAL and certain other TUFTS HEALTH PLAN PROVIDERS.

Note: This booklet is updated from time to time. This is done to show changes in PROVIDERS affiliated with us. For information about the PROVIDERS listed in the DIRECTORY OF HEALTH CARE PROVIDERS, you can call Member Services. Or, you can check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## **DISABLED DEPENDENT**

The SUBSCRIBER's or SPOUSE's natural CHILD, stepchild, or ADOPTIVE CHILD of any age who:

- is medically determined to have a physical or mental impairment which can be expected to result in death or can be expected to last for a period of not less than 12 months; and
- who is financially dependent on the SUBSCRIBER.

## **DURABLE MEDICAL EQUIPMENT**

Devices or instruments of a durable nature that:

- are reasonable and necessary to sustain a minimum threshold of independent daily living;
- are made primarily to serve a medical purpose;
- are not useful in the absence of illness or injury;
- can withstand repeated use; and
- can be used in the home.

## **EFFECTIVE DATE**

The date, according to our records, when you become a MEMBER and are first eligible for COVERED SERVICES.

## **EMERGENCY**

An illness or medical condition, whether physical, behavioral, related to substance use disorder or mental health, that manifests itself by symptoms of sufficient severity. (This includes severe pain.) that the absence of prompt medical attention could reasonably be expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in:

- serious jeopardy to the physical and/or mental/behavioral health of a MEMBER or another person (or with respect to a pregnant MEMBER, the MEMBER's or her unborn child's physical and/or mental/behavioral health); or
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part; or
- with respect to a pregnant woman who is having contractions, inadequate time to effect a safe transfer to another hospital before delivery, or a threat to the safety of the MEMBER or her unborn CHILD in the event of transfer to another hospital before delivery.

Some examples of illnesses or medical conditions requiring EMERGENCY care are severe pain, a broken leg, loss of consciousness, vomiting blood, chest pain, difficulty breathing, or any medical condition that is quickly getting much worse.

## **EXPERIMENTAL OR INVESTIGATIVE**

A service, supply, treatment, procedure, device, or medication (collectively "treatment") is considered EXPERIMENTAL OR INVESTIGATIVE and therefore not Medically Necessary if any of the following apply:

- the drug or device cannot be lawfully marketed without the approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished or to be furnished; or
- the treatment, or the "informed consent" form used with the treatment, was reviewed and approved by the treating facility's institutional review board or other body serving a similar function, or federal law requires such review or approval;
- reliable scientific evidence shows that the treatment: is the subject of ongoing Phase I or Phase II clinical trials; is the research, EXPERIMENTAL, study or investigative arm of ongoing Phase III clinical trials; or is otherwise under study to determine its safety, efficacy, toxicity, maximum tolerated dose, or its efficacy as compared with a standard means of treatment or diagnosis; or
- Evaluation by an independent health technology assessment organization has determined that the treatment is not proven safe
- Even if approved for lawful marketing by the U.S. Food and Drug Administration, reliable scientific evidence does not support that the treatment is effective in improving health outcomes or that appropriate patient selection has not been determined; or
- the peer-reviewed published literature regarding the treatment is predominantly non-randomized, historically controlled, case controlled, or cohort studies; or there are few or no well-designed randomized, controlled trials or
- there is no scientific or clinical evidence that the treatment is at least as beneficial as any established, evidence-based alternatives.

This definition is fully explained in the corresponding Medical Necessity Guidelines

## **FAMILY COVERAGE**

Coverage for a SUBSCRIBER and his or her DEPENDENTS.

## **GROUP**

Group refers to an employer or other legal entity with which we have an agreement to provide group coverage. An employer GROUP subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, is the ERISA plan sponsor. The GROUP is your agent. It is not TUFTS HEALTH PLAN's agent.

## **GROUP CONTRACT**

The agreement between TUFTS HEALTH PLAN and the GROUP under which:

- We agree to provide GROUP coverage; and
- The GROUP agrees to pay a PREMIUM to us on your behalf.

The GROUP CONTRACT includes this EVIDENCE OF COVERAGE and any amendments.

## **HABILITATION, HABILITATIVE**

Health care services provided in accordance with the federal Affordable Care Act (ACA) in order for a person to attain, maintain or prevent deterioration of a life skill or function never learned or acquired due to a disabling condition. These services may include physical and occupational therapy, speech-language pathology services in various Inpatient and Outpatient settings.

## **INDIVIDUAL COVERAGE**

Coverage for a SUBSCRIBER only (no DEPENDENTS).

## **INPATIENT**

A patient who is:

- admitted to a hospital or other facility licensed to provide continuous care; and
- classified as an INPATIENT for all or a part of the day on the facility's INPATIENT census.

## **LIMITED SERVICE MEDICAL CLINIC**

A walk-in medical clinic licensed to provide limited services, generally based in a retail store. Care is provided by a nurse practitioner or physician assistant. A Limited Service Medical Clinic offers an alternative to certain emergency room visits for a Member who requires less emergent care or who is not able to visit his or her Primary Care Provider in the time frame that is felt to be warranted by their condition or symptoms. Some examples of common illnesses a Limited Service Medical Clinic can treat include strep throat, or eye, ear, sinus, or bronchial infections. The services provided by a Limited Service Medical Clinic are only available to patients of ages 24 months or older. A Limited Service Medical Clinic does not provide Emergency or wound care, or treatment for injuries. It is not appropriate for people who need x-rays or stitches or who have life-threatening conditions. Members experiencing these conditions should go to an emergency room.

## **MEDICALLY NECESSARY**

A service or supply that is:

- appropriate, in terms of type, amount, frequency, level, setting and duration to the MEMBER's diagnosis or condition; or
- informed by generally accepted medical or scientific evidence and consistent with general accepted practice parameters.

In determining coverage for MEDICALLY NECESSARY services, we use Medical Necessity Guidelines. These Guidelines are:

- developed with input from practicing PROVIDERS in the SERVICE AREA;
- developed in accordance with the standards adopted by national accreditation organizations;
- updated at least biennially or more often as new treatments, applications and technologies are adopted as generally accepted professional medical practice; and
- evidence-based, if practicable.

Our Medical Necessity Guidelines are available on our Web site at <https://tuftshealthplan.com/provider/resource-center#///Commercial//>

- Click on the category you are looking for, such as "Behavioral Health" or "Guidelines".
- Resource documents in these categories listed alphabetically.

If you prefer, call Member Services at 1-800-682-8059. Or call our Behavioral Health Department at 1-800-206-9565

## **MEMBER**

A person enrolled in TUFTS HEALTH PLAN under the GROUP CONTRACT. Also referred to as "you."



## **MENTAL DISORDERS**

Any MENTAL DISORDER and substance use disorder that is listed in the most recent revised publication or the most updated volume of either the Diagnostic and Statistical Manual of MENTAL DISORDERS (DSM) published by the American Psychiatric Association or the International Classification of Disease Manual (ICD) published by the World Health Organization. MENTAL DISORDERS do not include tobacco and caffeine in the definition of substance.

## **NETWORK CONTRACTING AREA**

The NETWORK CONTRACTING AREA is the geographical area within which we have developed a network of PROVIDERS to afford MEMBERS adequate access to COVERED SERVICES. For a list of cities and towns in the NETWORK CONTRACTING AREA, call the Member Services Department. Or, you can check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## **NETWORK HOSPITAL (In-Network)**

A hospital which has an agreement either with Us directly or with a provider network with whom we have a contract to provide certain COVERED SERVICES to MEMBERS. NETWORK HOSPITALS are independent. They are not owned by TUFTS HEALTH PLAN. NETWORK HOSPITALS are not TUFTS HEALTH PLAN's agents or representatives. Their staff are not TUFTS HEALTH PLAN's employees. NETWORK HOSPITALS are subject to change.

## **NON-CONVENTIONAL MEDICINE**

A group of diverse medical and health care systems, practices, and products that are not presently considered to be part of conventional medicine and are generally not based on scientific evidence. Since these services are not based on scientific evidence, they do not meet the TUFTS HEALTH PLAN definition of Medical Necessity and are not covered. PROVIDERS of these non-covered services may be contracting or non-contracting traditional medical providers. These services may be offered in connection with a traditional office visit. PROVIDERS of NON-CONVENTIONAL MEDICINE services often request payment up front because health insurance typically does not cover these services.

Common terminology used to refer to these types of services include, but are not limited to, "alternative medicine," "complementary medicine," "integrative medicine," "functional health medicine," and may be described as "treating the whole person", the "entire individual", or the "inner self", and may refer to re-balancing hormones or finding underlying causes that lead to bodily dysfunction. Examples of NON-CONVENTIONAL MEDICINE and related services include, but are not limited to:

- holistic, naturopathic, energy medicine (e.g. Reiki, Ayurvedic, magnetic fields);
- manipulative and body-based practices (e.g. reflexology, yoga, exercise therapy, tai-chi);
- mind-body medicine (e.g. hypnotherapy, meditation, stress management);
- whole medicine systems (e.g. naturopathy, homeopathy);
- biologically based practices (e.g. herbal medicine, dietary supplements, probiotics); and
- other related practices when provided in connection with NON-CONVENTIONAL MEDICINE services (e.g. animal therapy, art therapy, dance therapy, sleep therapy, light therapy, energy-balancing, breathing exercises).

## **OBSERVATION**

The use of hospital services to treat and/or evaluate a condition that should result in either a discharge within twenty-three (23) hours or a verified diagnosis and concurrent treatment plan. At times, an OBSERVATION stay may be followed by an Inpatient admission to treat a diagnosis revealed during the period of OBSERVATION.

## **OPEN ENROLLMENT PERIOD**

The period each year when TUFTS HEALTH PLAN and the GROUP allow eligible persons to apply for GROUP coverage in accordance with the GROUP CONTRACT.

## **OUT-OF-POCKET MAXIMUM**

The maximum amount of money paid by a MEMBER during a PLAN YEAR for certain COVERED SERVICES. The OUT-OF-POCKET MAXIMUM consists of COPAYMENTS , DEDUCTIBLES and COINSURANCE.

It does not include:

- costs in excess of the REASONABLE CHARGE;
- costs for health care services that are not COVERED SERVICES under the GROUP CONTRACT.

Once you have met your OUT-OF-POCKET MAXIMUM in a PLAN YEAR, you no longer pay for COPAYMENTS , DEDUCTIBLES or COINSURANCE in that PLAN YEAR.

See “Benefit Overview” at the front of this document for detailed information about your OUT-OF-POCKET MAXIMUM.

## **OUTPATIENT**

A patient who receives care other than on an INPATIENT basis. This includes services provided in:

- a PROVIDER's office;
- a DAY SURGERY or ambulatory care unit; and
- an EMERGENCY room or OUTPATIENT clinic.

Note: You are also an OUTPATIENT when you are in a facility for observation.

## **PARAPROFESSIONAL**

As it pertains to the treatment of autism and autism spectrum disorders, a PARAPROFESSIONAL is an individual who performs applied behavioral analysis (ABA) services under the supervision of a Board-Certified Behavioral Analyst (BCBA) who is a licensed health care clinician. As required by Rhode Island law, Board-Certified Assistant Behavioral Analysts (BCaBAs) are considered PARAPROFESSIONALS.

## **PLAN YEAR**

The 12-month period in which benefit limits, DEDUCTIBLES, OUT-OF-POCKET MAXIMUM, and COINSURANCE are calculated under this plan. Coverage based on a plan year runs during a period of 12 consecutive months that are not a calendar year. As an example, a plan year can run from July 1st in one calendar year through June 30th in the following calendar year.

## **PREMIUM**

The total monthly cost of INDIVIDUAL or FAMILY COVERAGE which the GROUP pays to us.

## **PRIMARY CARE PROVIDER (PCP)**

The TUFTS HEALTH PLAN physician, physician assistant or nurse practitioner you have chosen from the DIRECTORY OF HEALTH CARE PROVIDERS. This PCP has an agreement with us to provide primary care and to coordinate, arrange, and authorize the provision of COVERED SERVICES.

## **PRIOR AUTHORIZATION**

A process we use to decide if a health care service qualifies or supply as a COVERED SERVICE. We recommend that you get before obtaining care for certain COVERED SERVICES. COVERED SERVICES for which we require PRIOR AUTHORIZATION include a “(PA)” notation in the “Benefit Overview” section of this document. This process is handled by TUFTS HEALTH PLAN’s Chief Medical Officer or someone we designate.

To request PRIOR AUTHORIZATION, please call us. For behavioral health services, call our Behavioral Health Department at 1-800-208-9565. For all other COVERED SERVICES, call our Member Services Department at 1-800-682-8059. For more information about our PRIOR AUTHORIZATION process, call Member Services or check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## **PROVIDER**

A health care professional or facility licensed in accordance with applicable law, including, but not limited to, hospitals, limited service medical clinics (if available), urgent care centers (if available), physicians, doctors of osteopathy, physician assistants, licensed nurse midwives, certified registered nurse anesthetists, certified registered nurse practitioners, optometrists, podiatrists, psychiatrists, psychologists, licensed mental /behavioral health counselors, licensed independent clinical social workers, licensed psychiatric nurses who are certified as clinical specialists in psychiatric and behavioral health nursing, tobacco treatment specialists, licensed speech-language pathologists, licensed marriage and family therapists, and licensed audiologists.

We will only cover services of a PROVIDER, if those services are:

- listed as COVERED SERVICES; and
- within the scope of the PROVIDER’s license.

## **PROVIDER ORGANIZATION**

A PROVIDER ORGANIZATION is comprised of doctors and other health care PROVIDERS who practice together in the same community. They often admit patients to the same hospital. A PROVIDER ORGANIZATION does this to give their patients a full range of care. Also called a “PROVIDER GROUP”.

## **REASONABLE CHARGE**

The lesser of the:

- the amount charged; or
- the amount that we determine. We decide this amount based upon nationally accepted means and amounts of claims payment. These means and amounts include, but are not limited to: Medicare fee schedules and allowed amounts; CMS medical coding policies; AMA CPT coding guidelines; nationally recognized academy and society coding; and clinical guidelines.

With respect to Emergency care, Reasonable Charge is the highest of: (1) the median amount negotiated with in-network providers for the emergency service; or (2) the amount for the emergency service calculated using the same method the plan generally uses to determine payments for out-of-network services (such as the usual, customary and reasonable (UCR) amount); or (3) the amount that would be paid under Medicare for the emergency service (collectively, minimum payment standards).

## **SERVICE AREA**

The SERVICE AREA is the geographical area within which we have developed a network of PROVIDERS to afford MEMBERS adequate access to COVERED SERVICES. The SERVICE AREA consists of the Standard SERVICE AREA and the Extended SERVICE AREA.

The Standard SERVICE AREA is comprised of:

- all of Massachusetts, New Hampshire and Rhode Island.
- in which TUFTS HEALTH PLAN PCPs are located; and
- which are a reasonable distance from TUFTS HEALTH PLAN specialists who provide the most-often used services, such as behavioral health practitioners and physicians who are surgeons or OB/GYNs.

The Extended SERVICE AREA includes certain towns in Connecticut, Maine, New York, and Vermont which:

- surround the Standard SERVICE AREA; and
- are within a reasonable distance from TUFTS HEALTH PLAN PCPs and specialists who provide the most-often used services, such as behavioral health practitioners and physicians who are surgeons or OB/GYNs.

Notes:

- There are generally no TUFTS HEALTH PLAN PCPs located within the Extended SERVICE AREA.
- For a list of cities and towns in the SERVICE AREA, you can call the Member Services department or check our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## **SKILLED**

A type of care which is MEDICALLY NECESSARY. This care must be provided by, or under the direct supervision of, licensed medical personnel. SKILLED care is provided to achieve a medically desired and realistically achievable outcome.

## **SPOUSE**

The SUBSCRIBER's legal SPOUSE, according to the law of the state in which you reside.

SPOUSE also includes the spousal equivalent of the SUBSCRIBER who is the registered domestic partner, civil union partner, or other similar legally recognized partner of the SUBSCRIBER who resides in a state or municipal jurisdiction that provides such legal recognition/spousal equivalent rights.

## **SUBSCRIBER**

The person who:

- is an employee of the GROUP;
- enrolls in TUFTS HEALTH PLAN and signs the membership application form on behalf of himself or herself and any DEPENDENTS; and
- in whose name the PREMIUM is paid in accordance with a GROUP CONTRACT.

## **TUFTS HEALTH PLAN**

Tufts Associated Health Maintenance Organization, Inc., a Massachusetts corporation d/b/a TUFTS HEALTH PLAN. TUFTS HEALTH PLAN is licensed by Rhode Island as a health maintenance organization (HMO). Also called "we", "us", and "our".

## **TUFTS HEALTH PLAN HOSPITAL**

A hospital which has an agreement with TUFTS HEALTH PLAN to provide certain COVERED SERVICES to MEMBERS. TUFTS HEALTH PLAN HOSPITALS are independent. They are not owned by TUFTS HEALTH PLAN. TUFTS HEALTH PLAN HOSPITALS are not TUFTS HEALTH PLAN's agents or representatives. Their staff are not TUFTS HEALTH PLAN's employees.

## **TUFTS HEALTH PLAN PROVIDER**

A PROVIDER with which TUFTS HEALTH PLAN has an agreement to provide COVERED SERVICES to MEMBERS. PROVIDERS are not TUFTS HEALTH PLAN's employees, agents or representatives.

## **URGENT CARE**

Care provided when your health is not in serious danger, but you need immediate medical attention for a condition or unforeseen illness or injury, whether medical, physical, behavioral, related to a substance use disorder or mental health. Examples in which URGENT CARE might be needed are: a broken or dislocated toe; sudden extreme anxiety; a cut that needs stitches but is not actively bleeding; or symptoms of a urinary tract infection.

Note: Care may be provided after the urgent condition is treated and stabilized and the MEMBER is safe for transport. This care is not considered URGENT CARE.

## **URGENT CARE CENTER**

A medical facility (or clinic or medical practitioner office) that provides treatment for URGENT CARE services (see definition of URGENT CARE). An URGENT CARE CENTER primarily treats patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room. An URGENT CARE CENTER offers an alternative to certain emergency room visits for a MEMBER who is not able to visit his or her PRIMARY CARE PROVIDER or health care PROVIDER in the time frame that is felt to be warranted by their condition or symptoms. An URGENT CARE CENTER does not provide EMERGENCY care, and is not appropriate for people who have life-threatening conditions. MEMBERS experiencing these conditions should go to an emergency room. To find an URGENT CARE CENTER in our network, please visit our website at [www.tuftshealthplan.com](http://www.tuftshealthplan.com), and click on "Find a Doctor".



## Appendix B - -ERISA Information

### ERISA RIGHTS

If your plan is an ERISA plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Most plans are ERISA plans, but not all. Please contact your plan administrator to determine if your plan is an ERISA plan.

ERISA provides that all plan participants shall be entitled to receive information about their plan and benefits, continue group health plan coverage, and prudent actions by plan fiduciaries.

#### Receiving Information About Your Plan and Benefits

ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

#### Continuing GROUP Health Plan Coverage

ERISA provides that all plan participants shall be entitled to:

- Continue health care coverage for yourself, SPOUSE or DEPENDENTS if there is a loss of coverage under the plan as a result of a qualifying event. You or your DEPENDENTS may have to pay for such coverage.
- Review your summary plan description and the documents governing the plan on the rules governing your continuation coverage rights under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

## **ERISA RIGHTS**, continued

### **Enforcing Your Rights**

If your claim for a plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you a daily penalty until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration.

## **PROCESSING OF CLAIMS FOR PLAN BENEFITS**

The Department of Labor's (DOL) Employee Benefits Security Administration has published benefit determination procedure regulations for employee benefit plans governed under ERISA. The regulations set forth requirements with respect to the processing of claims for plan benefits, including URGENT CARE claims, pre-service claims, post-service claims and review of claims denials.

### **Who can submit a claim?**

The DoL Regulations apply to claims submitted by ERISA participants or their beneficiaries. In accordance with the regulations, TUFTS HEALTH PLAN permits an authorized representative (referred to here as the "authorized claimant") to act on your behalf in submitting a claim or obtaining a review of a claim decision. An authorized claimant can be any individual (including, for example, a family member, an attorney, etc.) whom you designate to act on your behalf with respect to a claim for benefits.

### **How do I designate an Authorized Claimant?**

An authorized claimant can be designated at any point in the claims process – at the pre-service, post service or appeal level. Please contact a TUFTS HEALTH PLAN Member Representative at the number on your ID card for the specifics on how to appoint an authorized claimant.



## PROCESSING OF CLAIMS FOR PLAN BENEFITS, continued

### Types of claims

There are several different types of claims that you may submit for review. TUFTS HEALTH PLAN's procedures for reviewing claims depends upon the type of claim submitted (URGENT CARE claims, pre-service claims, post-service claims, and concurrent care decisions).

URGENT CARE claim: An "URGENT CARE claim" is a claim for medical care or treatment where the application of the claims review procedure for non-urgent claims: (1) could seriously jeopardize your life, health or ability to regain maximum function, or (2) based upon your PROVIDER's determination, would subject you to severe pain that cannot adequately be managed without the care or treatment being requested. For URGENT CARE claims, we will respond to you within 72 hours after receipt of the claim. If we determine that additional information is needed to review your claim, we will notify you within 24 hours after receipt of the claim and provide you with a description of the additional information needed to evaluate your claim. You have 48 hours after that time to provide the requested information. We will evaluate your claim within 48 hours after the earlier of our receipt of the requested information, or the end of the extension period given to you to provide the requested information.

Concurrent care decision: A "concurrent care decision" is a determination relating to the continuation/reduction of an ongoing course of treatment to be provided over a period of time or number of treatments. If we have already approved an ongoing course of treatment for you and consider reducing or terminating the treatment, we will notify you sufficiently in advance of the reduction or termination of treatment to allow you to appeal the decision and obtain a determination before the treatment is reduced or terminated. If you request to extend an ongoing course of treatment that involves URGENT CARE, we will respond to you within 24 hours after receipt of the request (provided that you make the request at least 24 hours prior to the expiration of the ongoing course of treatment). If you reach the end of a pre-approved course of treatment before requesting additional services, the "pre-service" or "post-service" time limits will apply.

Pre-service claim: A "pre-service claim" is a claim that requires approval of the benefit in advance of obtaining the care. For pre-service claims, we will respond to you within 15 days after receipt of the claim. If we determine that an extension is necessary due to matters beyond our control, we will notify you within 15 days informing you of the circumstances requiring the extension and the date by which we expect to render a decision (up to an additional 15 days). If you make a pre-service claim, but do not submit enough information for us to make a determination, we will notify you within 15 days and describe the information that you need to provide to us. You will have no less than 45 days from the date you receive the notice to provide the requested information.

Post-service claim: A "post-service claim" is a claim for payment for a particular service after the service has been provided. For post-service claims, we will respond to you within 30 days after receipt of the claim. If we determine that an extension is necessary due to matters beyond our control, we will notify you within 30 days informing you of the circumstances requiring the extension and the date by which we expect to render a decision (up to an additional 15 days). If you make a post-service claim, but do not submit enough information for us to make a determination, we will notify you within 30 days and describe the information that you need to provide to us. You will have no less than 45 days from the date you receive the notice to provide the requested information.

If your request for coverage is denied, you have the right to file an appeal. See Chapter 6 for information on how to file an appeal.

## STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

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

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

In addition, a plan or issuer may not, under federal law, require that a physician or other health care PROVIDER obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). For more information please see Maternity Care in Chapter 3 or call Member Services.

## FAMILY AND MEDICAL LEAVE ACT OF 1993

**Note:** The Family and Medical Leave Act only applies to groups with 50 or more employees.

Under the Family and Medical Leave Act of 1993 (FMLA), if an employee meets the eligibility requirements, that employee is legally allowed to take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn CHILD of the employee;
  - for placement with the employee of a son or daughter for adoption or foster care;
  - to care for an immediate family member (SPOUSE, CHILD, or parent) with a serious health condition; or
  - to take medical leave when the employee is unable to work because of a serious health condition.
- The FMLA was amended to add two new leave rights related to military service, effective January 16, 2009:
- **Qualifying Exigency Leave:** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” due to the fact that the SPOUSE, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
  - **Military Caregiver Leave:** An eligible employee who is the SPOUSE, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. The employee is entitled to a combined total of 26 weeks for all types of FMLA leave in the single 12-month period.

In order to be eligible, the employee must have worked for his or her employer for a total of 12 months and worked at least 1,250 hours over the previous 12 months.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance PREMIUMS while on leave. In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

## **FAMILY AND MEDICAL LEAVE ACT OF 1993, continued**

An employee should contact his or her employer for details about FMLA and to make payment arrangements, if applicable. Additional information is also available from the U.S. Department of Labor: (1-866-487-9243) TTY: 1-877-899-5627 or <http://www.dol.gov/esa/whd/fmla/finalrule/FMLAPoster.pdf>.

## **PATIENT PROTECTION DISCLOSURE**

This plan generally requires the designation of a PRIMARY CARE PROVIDER. You have the right to designate any PRIMARY CARE PROVIDER who participates in our network and who is available to accept you or your family members. For information on how to select a PRIMARY CARE PROVIDER, and for a list of the participating PRIMARY CARE PROVIDERS, contact Member Services or see our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

For CHILDREN, you may designate a pediatrician as the PRIMARY CARE PROVIDER.

You do not need prior authorization from TUFTS HEALTH PLAN or from any other person (including a PRIMARY CARE PROVIDER) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specializes in obstetrics or gynecology, contact Member Services or see our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

## NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Tufts Health Plan is committed to safeguarding the privacy of our members' protected health information ("PHI"). PHI is information which:

- identifies you (or can reasonably be used to identify you); and
- relates to your physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by law to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to your PHI. This Notice of Privacy Practices describes how we may collect, use, and disclose your PHI, and your rights concerning your PHI. This Notice applies to all members of Tufts Health Plan's insured health benefit plans (including HMO plans; Tufts Health Plan Medicare Preferred plans; and insured POS and PPO plans. It also applies to all members of health plans insured by Tufts Insurance Company (a Tufts Health Plan affiliate)). Unless your employer has notified you otherwise, this Notice of Privacy Practices also applies to all members of self-insured group health plans that are administered by a Tufts Health Plan entity.

### How We Obtain PHI

As a managed care plan, we engage in routine activities that result in our being given PHI from sources other than you. For example, health care providers - such as physicians and hospitals - submit claim forms containing PHI to enable us to pay them for the covered health care services they have provided to you.

### How We Use and Disclose Your PHI

We use and disclose PHI in a number of ways to carry out our responsibilities as a managed care plan. The following describes the types of uses and disclosures of PHI that federal law permits us to make without your specific authorization:

- **Treatment:** We may use and disclose your PHI to health care providers to help them treat you. For example, our care managers may disclose PHI to a home health care agency to make sure you get the services you need after discharge from a hospital.
- **Payment Purposes:** We use and disclose your PHI for payment purposes, such as paying doctors and hospitals for covered services. Payment purposes also include activities such as: determining eligibility for benefits; reviewing services for medical necessity; performing utilization review; obtaining premiums; coordinating benefits; subrogation; and collection activities.
- **Health Care Operations:** We use and disclose your PHI for health care operations. For example, this includes coordinating/managing care; assessing and improving the quality of health care services; reviewing the qualifications and performance of providers; reviewing health plan performance; conducting medical reviews; and resolving grievances. It also includes business activities such as: underwriting; rating; placing or replacing coverage; determining coverage policies; business planning; obtaining reinsurance; arranging for legal and auditing services

(including fraud and abuse detection programs); and obtaining accreditations and licenses. We do not use or disclose PHI that is genetic information for underwriting purposes.

- **Health and Wellness Information:** We may use your PHI to contact you with information about: appointment reminders; treatment alternatives; therapies; health care providers; settings of care; or other health-related benefits, services and products that may be of interest to you. For example, we might send you information about smoking cessation programs, or we might send a mailing to subscribers approaching Medicare eligible age with materials describing our senior products and an application form.
- **Organizations That Assist Us:** In connection with treatment, payment and health care operations, we may share your PHI with our affiliates and third party "business associates" that perform activities for us or on our behalf, for example, our pharmacy benefit manager. We will obtain assurances from our business associates that they will appropriately safeguard your information.
- **Plan Sponsors:** If you are enrolled in Tufts Health Plan through your current or former place of work, you are enrolled in a group health plan. We may disclose PHI to the group health plan's sponsor - usually your employer - for plan administration purposes. A plan sponsor of an insured health benefit plan must certify that it will protect the PHI in accordance with law.
- **Public Health and Safety; Health Oversight:** We may disclose your PHI: to a public health authority for public health activities, such as responding to public health investigations; when authorized by law, to appropriate authorities, if we reasonably believe you are a victim of abuse, neglect or domestic violence; when we believe in good faith that it is necessary to prevent or lessen a serious and imminent threat to your or others' health or safety; or to health oversight agencies for certain activities such as: audits; disciplinary actions; and licensure activity.
- **Legal Process; Law Enforcement; Specialized Government Activities:** We may disclose your PHI in the course of legal proceedings; in certain cases, in response to a subpoena, discovery request or other lawful process; to law enforcement officials for such purposes as responding to a warrant or subpoena; or for specialized governmental activities such as national security.
- **Research; Death; Organ Donation:** We may disclose your PHI to researchers, provided that certain established measures are taken to protect your privacy. We may disclose PHI, in certain instances, to coroners, medical examiners and in connection with organ donation.
- **Workers' Compensation:** We may disclose your PHI when authorized by workers' compensation laws.
- **Family and Friends:** We may disclose PHI to a family member, relative, or friend - or anyone else you identify - as follows: (i) when you are present prior to the use of disclosure and you agree; or (ii) when you are not present (or you are incapacitated or in an emergency situation) if, in the exercise of our professional judgment and in our experience with common practice, we determine that the disclosure is in your best interests. In these cases, we will only disclose the PHI that is directly relevant to the person's involvement in your health care or payment related to your health care.
- **Personal Representatives:** Unless prohibited by law, we may disclose your PHI to your personal representative, if any. A personal representative is a person who has legal authority to act on

your behalf regarding your health care or health care benefits. For example, an individual named in a durable power of attorney or a parent or guardian of an unemancipated minor are personal representatives.

- **Communications:** We will communicate information containing your PHI to the address or telephone number we have on record for the subscriber of your health benefits plan. Also, we may mail information containing your PHI to the subscriber. For example, communication regarding member requests for reimbursement may be addressed to the subscriber. We will not make separate mailings for enrolled dependents at different addresses, unless we are requested to do so and agree to the request. See below "Right to Receive Confidential Communications: for more information on how to make such a request.
- **Required by Law:** We may use or disclose your PHI when we are required to do so by law. For example, we must disclose your PHI to the U.S. Department of Health and Human Services upon request if they wish to determine whether we are in compliance with federal privacy laws.

If one of the above reasons does not apply, we will not use or disclose your PHI without your written permission ("authorization"). You may give us written authorization to use or disclose your PHI to anyone for any purpose. You may later change your mind and revoke your authorization in writing. However, your written revocation will not affect actions we've already taken in reliance on your authorization. Where state or other federal laws offer you greater privacy protections, we will follow those more stringent requirements. For example, under certain circumstances, records that contain information about: alcohol abuse treatment; drug abuse prevention or treatment; AIDS-related testing or treatment; or certain privileged communications, may not be disclosed without your written authorization. In addition, when applicable, we must have your written authorization before using or disclosing medical or treatment information for a member appeal. See below "Who to Contact for Questions or Complaints" if you would like more information.

## How We Protect PHI Within Our Organization

Tufts Health Plan protects oral, written and electronic PHI throughout our organization. We do not sell PHI to anyone. We have many internal policies and procedures designed to control and protect the internal security of your PHI. These policies and procedures address, for example, use of PHI by our employees. In addition, we train all employees about these policies and procedures. Our policies and procedures are evaluated and updated for compliance with applicable laws.

## Your Individual Rights

The following is a summary of your rights with respect to your PHI:

- **Right of Access to PHI:** You have the right to inspect and get a copy of most PHI Tufts Health Plan has about you, or a summary explanation of PHI if agreed to in advance by you. Requests must be made in writing and reasonably describe the information you would like to inspect or copy. If you PHI is maintained electronically, you will also have the right to request a copy in electronic format. We have the right to charge a reasonable cost-based fee for paper or electronic copies as established by state or federal law. Under certain circumstances, we may deny your request. If we do so, we will send you a written notice of denial describing the basis of our denial. You may request that we send a copy of your PHI directly to another person that you designate. Your request must be in writing, signed by you, and clearly identify the person and the address where the PHI should be sent.

- **Right to Request Restrictions:** You have the right to ask that we restrict uses or disclosures of your PHI to carry out treatment, payment and health care operations,; and disclosures to family members or friends. We will consider the request. However, we are not required to agree to it and, in certain cases, federal law does not permit a restriction. Requests may be made verbally or in writing to Tufts Health Plan.
- **Right to Receive Confidential Communications:** You have the right to ask us to send communications of your PHI to you at an address of your choice or that we communicate with you in a certain way. For example, you may ask us to mail your information to an address other than the subscriber's address. We will accommodate your request if: you state that disclosure of your PHI through our usual means could endanger you; your request is reasonable; it specifies the alternative means or location; and it contains information as to how payment, if any, will be handled. Requests may be made verbally or in writing to Tufts Health Plan.
- **Right to Amend PHI:** You have the right to have us amend most PHI we have about you. We may deny your request under certain circumstances. If we deny your request, we will send you a written notice of denial. This notice will describe the reason for our denial and your right to submit a written statement disagreeing with the denial. Requests must be in writing to Tufts Health Plan and must include a reason to support the requested amendment.
- **Right to Receive an Accounting of Disclosures:** You have the right to a written accounting of the disclosures of your PHI that we made in the last six years prior to the date you request the accounting. However, except as otherwise provided by law, this right does not apply to: (i) disclosures we made for treatment, payment or health care operations; (ii) disclosures made to you or people you have designated; (iii) disclosures you or your personal representative have authorized; (iv) disclosures made before April 14, 2003; and (v) certain other disclosures, such as disclosures for national security purposes. IF you request an accounting more than once in a 12-month period, we may charge you a reasonable fee. All requests for an accounting of disclosures must be made in writing to Tufts Health Plan.
- **Right to authorized other use and disclosure:** You have the right to authorize any use or disclosure of PHI that is not specified within this notice. For example, we would need your written authorization to use or disclose your PHI for marketing, for most uses or disclosures of psychotherapy notes, or if we intended to sell your PHI. You may revoke an authorization at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.
- **Right to receive a privacy breach notice:** You have the right to receive written notification if we discover a breach of your unsecured PHI, and determine through a risk assessment that notification is required.
- **Right to this notice:** You have a right to receive a paper copy of this Notice from us on request.
- **How to Exercise Your Rights:** To exercise any of the individual rights described above or for more information, please call a Member Services Coordinator at 1-800-462-0224 (TDD: 1-800-815-8580) or write to:

Compliance Department  
 Tufts Health Plan  
 705 Mount Auburn Street

Watertown, MA 02472-1508

#### Effective Date of Notice

This Notice takes effect August 1, 2013. We must follow the privacy practices described in this Notice while it is in effect. This Notice will remain in effect until we change it. This Notice replaces any other information you have previously received from us with respect to privacy of your medical information.

#### Changes to this Notice of Privacy Practices

We may change the terms of this Notice at any time in the future and make the new Notice effective for all PHI that we maintain - whether created or received before or after the effective date for the new Notice. Whenever we make an important change, we will publish the updated Notice on our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com). In addition, we will use one of our periodic mailings to inform subscribers about the updated Notice.

#### Who to Contact for Questions or Complaints

If you would like more information or a paper copy of this Notice, please contact a Member Services Coordinator at the number listed above. You can also download a copy from our Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com). If you believe your privacy rights may have been violated, you have a right to complain to Tufts Health Plan by calling the Privacy Officer at 1-800-208-9549 or writing to:

Privacy Officer

Compliance Department

Tufts Health Plan

705 Mount Auburn Street

Watertown, MA 02472-1508

You also have a right to complain to the Secretary of Health and Human Services. We will not retaliate against you for filing a complaint.

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