



MASSACHUSETTS
Tufts Medicare Complement
HMO Plan
Evidence of Coverage



This health plan, alone, **does not meet Minimum Creditable Coverage standards** and **will not satisfy** the individual mandate that you have health insurance. However, Medicare is a plan that meets MCC standards. Because you have Medicare Part A and Part B, you meet MCC standards and will not be subject to a tax penalty. Please see next page for additional information.

705 Mount Auburn Street
Watertown, MA 02472-1508

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MASSACHUSETTS REQUIREMENT TO PURCHASE HEALTH INSURANCE:

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This plan is not intended to provide comprehensive health care coverage and does not meet Minimum Creditable Coverage standards, even if it does include services that are not available in the insured's other health plans. However, Medicare is a plan that meets MCC standards. Because you have Medicare Part A and Part B, you meet MCC standards and will not be subject to a tax penalty.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.

Tufts Health Plan Address And Telephone Directory

TUFTS HEALTH PLAN

705 Mount Auburn Street
Watertown, Massachusetts 02472-1508

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, you should always call your *Primary Care Provider (PCP)* before seeking care. If you have an urgent medical need and cannot reach your *PCP* or your *PCP's Covering Provider*, you should 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 *Tufts Health Plan* Liability and Recovery Department at 1-888-880-8699, x. 1098 for questions about coordination of benefits and workers' compensation. For example, call the Liability and Recovery Department if you have any questions about how *Tufts Health Plan* coordinates coverage with other health care coverage that you may have. The Liability and Recovery Department is available from 8:30 a.m. - 5:00 p.m. Monday through Friday.

For questions related to subrogation, call a Member Representative at 1-800-462-0224. If you are uncertain which department can best address your questions, call Member Services.

Member Services Department

Call the *Tufts Health Plan* Member Services Department at 1-800-462-0224 for general questions, assistance in choosing a *Primary Care Provider (PCP)*, benefit questions, and information regarding eligibility for enrollment and billing.

Behavioral Health Services

If you need assistance obtaining a *Provider* or receiving information regarding behavioral/substance use disorder benefits, please contact the Behavioral Health Department at 1-800-208-9565.

Services for Hearing Impaired *Members*

If you are hearing impaired, the following services are provided:

Telecommunications Device for the Deaf (TDD)

If you have access to a TDD phone, call 711. You will reach our Member Services Department.

Massachusetts Relay (MassRelay)

711

IMPORTANT ADDRESSES:

Appeals and Grievances Department

If you need to call Tufts HP about a concern or appeal, contact a Member Representative at 1-800-462-0224. To submit your Appeal or Grievance in writing, send your letter to the address below. Or you may fax it to us at 617-972-9509. You may also submit your appeal or grievance in person at this address:

Tufts Health Plan
Attn: Appeals and Grievances Department
705 Mt. Auburn Street
P.O. Box 9193
Watertown MA 02472-9193

Web site

For more information about *Tufts Health Plan* and to learn more about the self-service options that are available to you, please see the *Tufts Health Plan* Web site at www.tuftshealthplan.com.

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 or abuse, or if you have questions, please call us at 1-800-701-9000, or email fraudandabuse@tufts-health.com. You can also call our confidential hotline any time at 877-824-7123 or send an anonymous letter to us at:

Tufts Health Plan
Attn: Fraud and Abuse
705 Mount Auburn Street
Watertwon, MA 02472

Translating services for more than 200 languages

Interpreter and translator services related to administrative procedures are available to assist Members upon request. For no cost translation in English, call the number on your ID card.

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 សូមទូរស័ព្ទទៅកាន់លេខដែលមាននៅលើប័ណ្ណសម្គាល់សមាជិករបស់អ្នក។

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

Laotian ສຳລັບການແປພາສາເປັນພາສາລາວທີ່ບໍ່ໄດ້ຮັບຄ່າໃຊ້ຈ່າຍ, ໃຫ້ໂທຫາເບີທີ່ຢູ່ເທິງບັດປະຈຳຕົວຂອງທ່ານ.

Navajo Doo báhá ilíní da Diné k'chjí álnéehgo, hodiilnih béesh bee hani'é bee née ho' dílzingo 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.

TDD Telecommunications Devices for the Deaf: 711

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Chapter 1 - How Your HMO Plan Works

Overview

Introduction

Welcome to the *Tufts Health Plan ("Tufts HP")* Medicare Complement Plan ("TMC Plan"). We are pleased you have chosen *Tufts HP*. We look forward to working with you to help you meet your health care needs. Your satisfaction with *Tufts Health Plan* is important to us. If at any time you have questions, please call a Member Representative at 1-800-462-0224 and we will be happy to help you.

The Tufts Medicare Complement Plan, in conjunction with Medicare, offers a comprehensive package of medical benefits. The TMC Plan is designed to add to existing Medicare coverage (Parts A and B of the Original Medicare Program), subject to the terms, conditions, exclusions and limitations of Medicare eligible services.

Any services covered under Parts A and B of Original Medicare are covered under this TMC Plan, even if those Medicare-covered services are not specifically listed in this *Evidence of Coverage*. We pay the charges for the Part A or B *Deductibles* and/or *Coinsurance* that Medicare requires you to pay for those services.

Under the TMC Plan, coverage is also provided for certain services which are not covered under Medicare. Those services include:

- Certain preventive care, routine eye exams and hearing screenings
-

Eligibility for Benefits under this TMC Plan

You have chosen to participate in a managed health care network in which you and your *Primary Care Provider ("PCP")* play the most important roles. *Tufts HP* is a health maintenance organization which arranges for your health care through a network of health care professionals and hospitals. When you join *Tufts HP* you will need to choose a *Primary Care Provider ("PCP")* to manage your care. Your *PCP* is a physician or nurse practitioner in private practice who personally cares for your health needs, and if the need arises, refers you to a specialist within the *Tufts HP* network.

By joining the TMC Plan, you agree to receive your care from *Tufts HP Providers*. If you fail to do this:

- *Tufts HP* will not provide benefits for either Medicare-eligible services or the additional *Covered Services* available under this plan, and
- you will be responsible for any Medicare *Deductible* and *Coinsurance* amounts. *Tufts HP* covers only the services and supplies described as *Covered Services* in Chapter 3. There are no pre-existing condition limitations under this plan. You are eligible to use your benefits as of your *Effective Date*.

Evidence of Coverage

This book, called your *Evidence of Coverage*, will help you find answers to your questions about *Tufts Health Plan* benefits. *Tufts HP* certifies that you have the right to services and supplies described in this *Evidence of Coverage* which are *Medically Necessary* and authorized by your *PCP*.

The benefits described in this *Evidence of Coverage* are available as established by Massachusetts General Law Chapter 176G. Under the provisions of the Tufts Medicare Complement Plan, Medicare is the primary insurer and *Tufts HP* is the secondary insurer.

Coverage will be subject to the terms, conditions, exclusions, and limitations of eligible services and supplies under the Original Medicare Plan. That coverage is subject to change per Medicare's guidelines. This *Evidence of Coverage* is not intended as a full explanation of Medicare's benefits. Information and guidelines established for Medicare by the federal Centers for Medicare and Medicaid Services may be obtained:

- by contacting your local Social Security office; or
 - via the internet on the official Medicare Web site at www.medicare.gov.
- In addition, please refer to your Medicare Handbook for any questions pertaining to the Medicare portion of your health care under this TMC plan.

Please note that words with special meanings appear as italicized words in this *Evidence of Coverage*. Those words are defined in the Glossary in Appendix A.

Calls to Member Services

Our Member Services Department is committed to excellent service. All calls are recorded for training and quality purposes.

How the Plan Works

Primary Care Providers

Each Member must choose a *Primary Care Provider (PCP)* who will provide or authorize care. If you do not choose a *PCP*, *Tufts HP* will not pay for any services or supplies except for *Emergency* care.

Medically Necessary services and supplies

Tufts HP will pay for *Covered Services* and supplies when they are *Medically Necessary*.

Important: *Tufts HP* will not pay for services or supplies which are not *Covered Services*, even if they were provided or authorized by your *PCP*.

Service Area

In most cases, you must receive your care in the *Tufts HP Service Area*. The exceptions are for an *Emergency*, or *Urgent Care* while traveling outside of the *Service Area*.

See the *Tufts Directory of Health Care Providers* for *Tufts HP's Service Area*.

Changes to Tufts HP Provider network

Tufts HP offers *Members* access to an extensive network of physicians, hospitals, and other *Providers* throughout the *Service Area*. Although *Tufts HP* works to ensure the continued availability of *Tufts HP Providers*, our network of *Providers* may change during the year.

This can happen for many reasons, including a *Provider's* retirement, moving out of the *Service Area*, or failure to continue to meet *Tufts HP's* credentialing standards. In addition, because *Providers* are independent contractors who do not work for *Tufts Health Plan*, this can also happen if *Tufts HP* and the *Provider* are unable to reach agreement on a contract.

If you have any questions about the availability of a *Provider*, please call a Member Representative at 1-800-462-0224.

Comparison of coverage The table below tells you if coverage exists, depending on the type of care you receive and the place you receive care.

IF you...	AND you are...	THEN...
receive routine health care services	in the <i>Service Area</i>	you are covered, if you receive care through your <i>PCP</i> .
	outside the <i>Service Area</i>	you are <u>not</u> covered.
are ill or injured	in the <i>Service Area</i>	you are covered, if you receive care through your <i>PCP</i> .
	outside the <i>Service Area</i>	you are covered for <i>Urgent Care</i> .
have an <i>Emergency</i>	in the <i>Service Area</i>	you are covered.
	outside the <i>Service Area</i>	you are covered.

Continuity of Care

If you are an existing Member

If your *Provider* is involuntarily disenrolled from *Tufts Health Plan* for reasons other than quality or fraud, you may continue to see your *Provider* in the following circumstances:

- Pregnancy. If you are in your second or third trimester of pregnancy, you may continue to see your *Provider* through your first postpartum visit.
- Terminal Illness. If you are terminally ill (having a life expectancy of 6 months or less), you may continue to see your *Provider* as long as necessary.

If your *PCP* disenrolls, we will provide you notice at least 30 days in advance. If the disenrollment is for reasons other than quality or fraud, you may continue to see your *PCP* for up to 30 days after the disenrollment.

To choose a new *PCP*, call a Member Representative at 1-800-462-0224. The Member Representative will help you to select one from the *Tufts Health Plan Directory of Health Care Providers*. You can also visit the *Tufts Health Plan Web site* at www.tuftshealthplan.com to choose a *PCP*.

If you are enrolling as a new Member

When you enroll as a *Member*, if none of the health plans offered by the *Group* at that time include your *Provider*, you may continue to see your *Provider* if:

- you are undergoing a course of treatment. In this instance, you may continue to see your *Provider* for up to 30 days from your *Effective Date*.
- the *Provider* is your *PCP*. In this instance, you may continue to see your *PCP* for up to 30 days from your *Effective Date*;
- you are in your second or third trimester of pregnancy. In this instance, you may continue to see your *Provider* through your first postpartum visit;
- you are terminally ill. In this instance, you may continue to see your *Provider* as long as necessary.

Conditions for coverage of continued treatment

Tufts Health Plan may condition coverage of continued treatment upon the *Provider's* agreement:

- to accept reimbursement from *Tufts Health Plan* at the rates applicable prior to notice of disenrollment as payment in full and not to impose cost sharing with respect to a *Member* in an amount that would exceed the cost sharing that could have been imposed if the *Provider* has not been disenrolled;
- to adhere to the quality assurance standards of *Tufts Health Plan* and to provide *Tufts HP* with necessary medical information related to the care provided; and
- to adhere to *Tufts Health Plan's* policies and procedures, including procedures regarding referrals, obtaining prior authorization, and providing services pursuant to a treatment plan, if any, approved by *Tufts HP*.

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 HP Provider Organization*. This means that you will usually receive *Covered Services* from health care professionals and facilities associated with that *Tufts HP 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 by *Tufts Health Plan*.

What a PCP does

A *PCP*:

- provides routine health care (including routine physical examinations),
- arranges for your care with other *Tufts HP Provider*, and
- provides referrals for other health care services. See "*Inpatient* and intermediate mental health/substance abuse services" and "*Outpatient* mental health/substance abuse services" later in this chapter for more information about these services.

Your *PCP*, or a *Covering Provider*, is available 24 hours a day.

Your *PCP* will coordinate your care by: treating you, or referring you to specialty services.

Choosing a PCP

You must choose a *PCP* from the list of *PCPs* in the *Tufts HP Directory of Health Care Providers*. If you already have a *Provider* who is listed as a *PCP*, in most instances you may choose him or her as your *PCP*.

If you do not have a *Provider* or your *Provider* is not listed in the *Tufts HP Directory of Health Care Providers*, call a Member Representative at 1-800-462-0224 for help in choosing a *PCP*. If you have difficulty choosing *PCP*, please contact Member Services.

Notes:

- Under certain circumstances required by law, if your *Provider* is not in the *Tufts HP network*, you will be covered for a short period of time for services provided by your *Provider*. A Member Representative can give you more information. Please see "*Continuity of Care*".

For additional information about a *PCP* or specialist, the **Massachusetts Board of Registration in Medicine** provides information about *Providers* licensed to practice in Massachusetts. You may reach the Board of Registration at (617) 654-9800 or www.massmedboard.org.

Contacting your new PCP

If you have chosen a new *Provider* as your *PCP*, you should:

- contact your new *PCP* as soon as you join and identify yourself as a new *Tufts HP 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 *PCP*.

If you can't reach your PCP

Sometimes you may not be able to reach your *PCP* by phone right away. The table below explains what you should do if this happens.

IF...	THEN...
your <i>PCP</i> cannot take your call at once	always leave a message with the office staff or answering service. Wait a reasonable amount of time for someone to return your call.
you need medical services after hours	please contact your <i>PCP</i> or a <i>Covering Provider</i> . Your <i>PCP</i> , or a <i>Covering Provider</i> , is available 24 hours a day, 7 days a week. If you need <i>Inpatient</i> mental health or substance abuse services after hours, please call 1-800-208-9565 for assistance.

Note: If you are experiencing a medical emergency, you do not have to contact your *PCP* or a *Covering Provider*; instead, proceed to the nearest emergency medical facility for treatment (see "*When You Need Emergency or Urgent Care*" below for more information).

Changing your PCP

You may change your *PCP* or, in certain instances, *Tufts HP* may require you to do so. The new *Provider* will not be considered your *PCP* until:

- you choose a new *PCP* from the *Tufts HP Directory of Health Care Providers*;
- you report your choice to a Member Representative at 1-800-462-0224; and
- *Tufts HP* approves the change in your *PCP*.

Then, *Tufts HP* will send you a new Member ID card listing your new *PCP*.

Note: You may not change your *PCP* while you are an *Inpatient* or in a partial hospitalization program.

Canceling appointments

If you must cancel an appointment with any *Provider*:

- always provide as much notice to the *Provider* as possible (at least 24 hours), and
- if your *Provider's* office charges for missed appointments that you did not cancel in advance, *Tufts HP* will not pay for the charges.

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). Because the *PCP* and the specialists already have a working relationship, this helps to provide quality and continuity of care.

If you need specialty care that is not available within your *PCP's Provider Organization* (this is a rare event), your *PCP* will choose a specialist in another *Provider Organization* and make the referral. When selecting a specialist for you, your *PCP* will consider any long-standing relationships that you have with any *Tufts HP Provider*, as well as your clinical needs. (As used in this section, a long-standing relationship means that you have recently been seen or been treated repeatedly by that *Tufts HP* specialist.)

If you require specialty care that is not available through any *Tufts HP Provider* (this is a rare event), your *PCP* may refer you, with the prior approval of an *Authorized Reviewer*, to a *Provider* not associated with *Tufts HP*. You will be responsible for any applicable *COST SHARE*. You may receive a bill for these services. Please call Member Services or see "Bills from Providers" in Chapter 6 for information on what to do if you receive a bill.

Notes:

- A referral to a specialist must be obtained from your *PCP* before you receive any *Covered Services* from that specialist. If you do not obtain a referral prior to receiving services, you will be responsible for the cost of those services.
- *Covered Services* provided by non-*Tufts HP Providers* are not paid for unless authorized in advance by your *PCP* and approved by an *Authorized Reviewer*.
- For mental health and substance abuse services, you do not need a referral from your *PCP*; however, you or your *Provider* must notify the *Tufts Health Plan Behavioral Health Department* within 30 days of when you start receiving these services.. See "*Inpatient* mental health/substance abuse services" and "*Outpatient* mental health/substance abuse services" later in this chapter for more information.

Referral forms for specialty services

Except as provided below, your *PCP* must complete a referral every time he or she refers you to a specialist. Sometimes your *PCP* will ask you to give a referral form to the specialist when you go for your appointment. Your *PCP* may refer you for one or more visits and for different types of services. Your *PCP* must approve any referrals that a specialist may make to other *Providers*. Make sure that your *PCP* has made a referral before you go to any other *Provider*. A *PCP* may authorize a standing referral for specialty health care provided by a *Tufts HP Provider*.

Authorized Reviewer approval

If the specialist refers you to a non-*Tufts HP Provider*, the referral must be approved by your *PCP* and an *Authorized Reviewer*. In addition, certain *Covered Services* described in Chapter 3 must be authorized in advance by an *Authorized Reviewer*, or, for mental health or substance abuse services, from a *Tufts HP Mental Health Authorized Reviewer*. If you do not obtain that authorization, *Tufts HP* will not cover those services and supplies.

When referrals are not required

The following *Covered Services* do not require a referral or prior authorization from your *Primary Care Provider*. Except as detailed earlier in this chapter, or for *Urgent Care* outside of the *Tufts HP Service Area*, or for *Emergency* care, you must obtain these services from a *Tufts HP Provider*.

- *Emergency Care* (Note: If you are admitted as an *Inpatient*, you or someone acting for you must call your *PCP* or *Tufts HP* within 48 hours after receiving care. Notification from the attending *Provider* satisfies this requirement.)
- Mammography screenings at the following intervals:
 - one baseline at 35-39 years of age;
 - one every year at age 40 and older; or
 - as otherwise *Medically Necessary*.
- *Urgent Care* outside of the *Tufts HP Service Area* (Note: You must contact your *PCP* after *Urgent Care Covered Services* are rendered for any follow-up care.)
- Pregnancy terminations.
- Routine eye exams.
- Care in a limited service medical clinic.
- Spinal manipulation.
- Medical treatment provided by an optometrist.
- *Outpatient* mental health and substance abuse services.
- The following specialty care provided by a *Tufts HP 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, including any follow-up obstetric or gynecological care determined to be *Medically Necessary* as a result of that exam.

Financial Arrangements between *Tufts HP* and *Tufts HP Providers*

Methods of payment to *Tufts HP Providers*

Tufts HP's goal in compensation of *Providers* is to encourage preventive care and active management of illnesses. *Tufts HP* strives to be sure that the financial reimbursement system we use encourages appropriate access to care and rewards *Providers* for providing high quality care to our *Members*. *Tufts HP* uses a variety of mutually agreed upon methods to compensate *Tufts HP Providers*.

The *Tufts HP Directory of Health Care Providers* indicates the method of payment for each *Provider*. Regardless of the method of payment, *Tufts HP* expects 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 and reduces the number of unnecessary medical tests and procedures which can be both harmful and costly to *Members*.

Tufts HP oversees the provision of care through its Quality of Health Care Program. You should feel free to discuss with your *Provider* specific questions about how he or she is paid.

Member Identification Card

- Introduction** *Tufts HP* gives each *Member* a Member identification card (Member ID).
- Reporting errors** When you receive your Member ID, check it carefully. If any information is wrong, call a Member Representative at 1-800-462-0224.
- Using your card** Your Member ID is important because it identifies your health care plan. Please remember to:
- carry your card at all times;
 - have your card with you for medical, hospital and other appointments; and
 - show your card to any *Provider* before you receive health care.
- Identifying yourself as a *Tufts HP Member*** Your Member ID card is important because it identifies your health care plan. Please:
- carry your card at all times;
 - have your card with you for medical, hospital and other appointments; and
 - show your card to any *Provider* before you receive health care.
- When you receive services, you must tell the office staff that you are a *Tufts HP Member*.

IMPORTANT NOTE: If you do not do this, and, as a result, your *PCP* or *Tufts HP* does not manage your care, then

- *Tufts HP* 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 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, please call Member Services at 1-800-462-0224.

When You Are Ill or Injured (Non-Emergency Care) within the *Tufts HP Service Area*

Introduction This topic describes what to do when you are ill or injured and you are within the *Tufts HP Service Area*. This includes when you need *Urgent Care* within the *Service Area*.

Rule Always call your *PCP*. Without authorization from your *PCP*, services will not be covered by *Tufts HP*.
Important: Never wait until your condition becomes an *Emergency* to call.

Procedure If you are ill or injured, follow the steps in the table below.

Step	Action
1	Contact your <i>PCP</i> and say you are a <i>Tufts HP Member</i> .
2	Explain the problem as clearly as possible to the office staff or your <i>PCP</i> .
3	After evaluating your problem, your <i>PCP</i> will: <ul style="list-style-type: none">• provide you care, or• arrange for treatment and specialty care if necessary.

Inpatient hospital services If you need Inpatient services, in most cases you will be admitted to your *PCP's Tufts HP Hospital*.

Transfer to a *Tufts HP Hospital* If you are admitted to a facility which is not the *Tufts HP Hospital* in your *PCP's Provider Organization*, and your *PCP* determines that transfer is appropriate, you will be transferred to:

- the *Tufts HP Hospital* in your *PCP's Provider Organization*, or
- another *Tufts HP Hospital*.

Important: *Tufts HP* may not pay for *Inpatient* care provided in the facility to which you were first admitted after your *PCP* has decided that a transfer is appropriate and transfer arrangements have been made.

Inpatient and intermediate mental health/substance abuse services

For *Inpatient* and intermediate mental health/substance abuse services, each *Member* may be assigned to a *Designated Facility* or another *Inpatient* facility. Assignment is based on each *Member's* age, as well as the *Provider Organization* affiliation of that *Member's PCP*.

If you live in an area where *Tufts HP's Designated Facilities* are available, you will be assigned to one. In this case, the following will apply:

- Your Member ID will list the name and telephone number of your *Designated Facility*.
- You must call your *Designated Facility* to receive *Inpatient* mental health/substance abuse services. Call a Member Representative at 1-800-462-0224 for the name and telephone number of your *Designated Facility*.
- Your *Designated Facility* will provide or authorize such services for you.
- If you are admitted to a facility which is not your *Designated Facility*, and the *Designated Facility* decides that transfer is appropriate, you will be transferred to:
 - your *Designated Facility*, or
 - another *Provider* as authorized by the *Designated Facility*.

Important Notes:

- *Tufts HP* will not pay for *Inpatient* care provided in the facility to which you were first admitted after your *Designated Facility* has decided that a transfer is appropriate and transfer arrangements have been made.
- If you choose to stay as an *Inpatient* after your *Designated Facility* has scheduled your discharge or determined that further *Inpatient* services are no longer *Medically Necessary*, *Tufts HP* will not pay for any costs incurred after that time.

If you are not assigned to a *Designated Facility*, you must call the Tufts HP Behavioral Health Department at 1-800-208-9565 for more information on where you may receive *Inpatient* mental health/substance abuse services at a *Tufts HP* facility.

Charges after discharge hour If you choose to stay as an *Inpatient* after a *Tufts HP Provider* has scheduled your discharge, *Tufts HP* will not pay for any costs incurred after the discharge hour.

Outpatient mental health/substance abuse services You may obtain a referral to see an *Outpatient* mental health and substance abuse provider if you, your *PCP*, or a *Tufts HP* mental health Provider calls *Tufts HP's* Behavioral Health/Substance Abuse Referral Service at 1-800-208-9565.

When You Need *Emergency* or *Urgent Care* (whether you are in or out of the Tufts HP Service Area)

Guidelines for receiving *Emergency* care

Follow these guidelines when you need *Emergency* care, whether in or out of the Tufts HP Service Area.

- 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, you or someone acting for you should call your *PCP* or Tufts HP within 48 hours after receiving care. You are encouraged to contact your *Primary Care Provider* so your *PCP* can provide or arrange for any follow-up care that you may need.
- If you are admitted as an *Inpatient*, you or someone acting for you must call your *PCP* or Tufts HP within 48 hours after receiving care. (Notification from the attending *Provider* satisfies that requirement.)
- If you receive *Emergency Covered Services* from a non-Tufts HP Provider, Tufts HP will pay up to the *Reasonable Charge*. You pay the applicable *Copayment*.

Guidelines for receiving *Urgent Care*

Follow these guidelines for receiving *Urgent Care*.

If you are in the Service Area

- Contact your *PCP* and tell him or her that you are a Tufts HP Member.
- Explain your problems as clearly as possible.
- If you are in the Tufts HP Service Area, your *PCP* will either provide you with care or will arrange for treatment or specialty care if necessary.

If you are outside the Service Area

- If you are outside of the Service Area, you may seek *Urgent Care* in a Provider's office or the *Emergency* room.
- You or someone acting for you must contact your *PCP* to arrange for any necessary follow-up care.
- The *Urgent Care Provider* may bill Tufts HP directly or may require you to pay for the *Urgent Care* services at the time of service. If you are required to pay, Tufts HP will reimburse you up to the *Reasonable Charge* for *Urgent Care* services received outside of the Tufts HP Service Area. You are responsible for the applicable *Copayment*. Please see "Bills from Providers" in Chapter 6 for more information about how to get reimbursed for *Urgent Care Covered Services* received outside of the Service Area.

Important Notes:

- If you are admitted as an *Inpatient* after receiving *Urgent Care Covered Services*, you or someone acting for you must call your *PCP* or Tufts HP within 48 hours after receiving care. (Notification from the attending *Provider* satisfies this requirement.)
- *Urgent* or *Emergency Care* services received outside of the Service Area are covered. However, continued services after the *Emergency* or *Urgent* condition has been treated and stabilized may not be covered if Tufts HP determines, in coordination with the Member's providers, that the Member is safe for transport back into the Service Area.

What to Do When Traveling

Introduction This topic tells you what to do if you need care outside the *Tufts HP Service Area*. When traveling, you must know the types of services that are not covered by *Tufts HP*.

Coverage outside the Service Area The table below lists services that are and are not covered outside the *Service Area*. See the *Tufts HP Directory of Health Care Providers* for *Tufts HP's Service Area*.

Type of Service	Example	Coverage
Routine care	<ul style="list-style-type: none"> • routine general physical examinations; • routine gynecological or obstetrical examinations; • diagnostic tests related to general physical and gynecological examinations; • ongoing treatment for a psychiatric condition; • immunizations to prevent disease; and • other preventive procedures. 	Not covered
<i>Elective Inpatient Admissions/Day Surgery</i>	Admissions or surgery that can be safely delayed until you return to the <i>Service Area</i> .	Not covered
Care that could have been foreseen before leaving the <i>Service Area</i>	<ul style="list-style-type: none"> • deliveries within one month of the due date, including postpartum care; • removal of stitches; and • long-term conditions that need ongoing medical care. <p>Exceptions are on a case-by-case basis. Please call a Member Representative at 1-800-462-0224.</p>	Not covered
<i>Urgent Care</i>	<ul style="list-style-type: none"> • a dislocated toe; • a cut that is not bleeding heavily but needs stitches • sudden extreme anxiety • symptoms of a urinary tract infection 	Covered
<i>Emergency care</i>	<ul style="list-style-type: none"> • a broken leg; • chest pains; • difficulty breathing; • heavy bleeding; • loss of consciousness; • vomiting blood 	Covered

Information Resources for *Members*

Obtaining information about *Tufts Health Plan*

Obtaining information about *Tufts Health Plan* will be available from the Massachusetts Health Policy Commission's Office of Patient Protection:

- A list of sources of independently published information assessing member satisfaction and evaluating the quality of health care services offered by *Tufts Health Plan*.
- The percentage of *Providers* who voluntarily and involuntarily terminated participation contracts with *Tufts Health Plan* during the previous calendar year for which such data has been compiled. This information will contain the 3 most common reasons for voluntary and involuntary disenrollment of those *Providers*.
- The percentage of premium revenue spent by *Tufts Health Plan* for health care services provided to *Members* for the most recent year for which information is available.
- A report that details the following information for the previous calendar year:
 - the total numbers of filed appeals, appeals denied internally, and appeals withdrawn before resolution; and
 - the total number of external appeals pursued after exhausting the internal grievance process, as well as the resolution of all those external appeals.

How to obtain this information

You can obtain this information about *Tufts Health Plan* by contacting the Massachusetts Health Policy Commission's Office of Patient Protection in the following ways:

- Call 1-800-436-7757
- Write a letter to the Office. Address it to:

**Health Policy Commission
Office of Patient Protection
50 Milk St., 8th Floor
Boston, MA 02109**

- Send an email to the Office. HPC-OPP@state.ma.us.
- Send a fax to the Office. Fax # 1-617-624-5046.
- View information at the Office's Web site. Go to <http://www.mass.gov/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/patient-protection>.

Chapter 2 - Eligibility

Introduction This chapter tells you who is eligible, how to apply and when coverage starts.

Eligibility

Eligibility rule You are eligible as a *Member* only if you meet all of the following criteria, subject to federal law:

- You maintain primary residence in the *Service Area* and live in the *Service Area* for at least 9 months in each period of 12 months.*
- You are eligible for and enrolled in Medicare Parts A and B as either:
 - a person who is age 65 or older; or
 - a person who is disabled, under age 65, and receiving Social Security disability benefits.
- You meet your *Group's* and *Tufts HP's* eligibility rules.

*Note: The 12-month period begins with the first month in which you are not living in the *Service Area*.

Proof of eligibility *Tufts HP* may ask you for proof of your eligibility or continuing eligibility. You must provide *Tufts HP* proof when asked. This may include proof of:

- residence, and
- Medicare enrollment.

When to enroll You may enroll yourself for this coverage only:

- during the annual *Open Enrollment Period*; or
- within 31 days of the date you are first eligible for this coverage.

Effective Date of coverage If *Tufts HP* accepts your application and receives the needed *Premium*, coverage starts on the date chosen by your *Group*.

If you are an *Inpatient* on your *Effective Date*, your coverage starts on the later of:

- the *Effective Date*, or
- the date *Tufts HP* is notified and given the chance to manage your care.

Chapter 3 - Covered Services

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, or covered under Parts A and B of Original Medicare. Such Medicare-covered services are covered under this TMC Plan, even if they are not specifically listed in this *Evidence of Coverage*. We pay the charges for the Part A or B *Deductibles* and/or *Coinsurance* that Medicare requires you to pay for those services;
- *Medically Necessary*, as determined by *Tufts HP* and Medicare;
- consistent with applicable state and federal law;
- consistent with *Tufts Health Plan's Medical Necessity* Guidelines in effect at the time the services or supplies are provided. This information is available to you on our Web site at www.tuftshealthplan.com or by calling Member Services;
- provided to treat an injury, illness or pregnancy, except for preventive care;
- provided or authorized in advance by your *PCP*, except in an *Emergency* or for *Urgent Care* (see "When You Need *Emergency* or *Urgent Care*" earlier in this *EOC* for more information); and
- approved by an *Authorized Reviewer*, in some cases.

IMPORTANT NOTES:

1. If your care is provided or authorized by your *PCP*, *Tufts HP* will pay:

- the *Deductibles* and *Coinsurance* for Medicare-eligible services; and
- the applicable benefit amount for all other *Covered Services*.

Please see the *Covered Services* tables in Chapter 3 to determine whether you may be required to pay a *Copayment* to *Tufts HP* for any *Covered Service*.

2. If your care is not provided or authorized by your *PCP*, *Tufts HP* will not cover the costs of any services. Instead, you will be responsible for paying for:

- any *Deductibles* and *Coinsurance* for Medicare-eligible services; and
- the full amount of any other services which otherwise would have been covered by *Tufts HP* under this TMC Plan.

Authorized Reviewer approval: Certain *Covered Services* described in the table below must be authorized in advance by an *Authorized Reviewer*. If such authorization is not received, *Tufts HP* will not cover those services and supplies.

Covered Services tables 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 tables describe those services that qualify as *Covered Services*.

Covered Services table (Part A) The following table describes the *Covered Services* available to you under Medicare Part A of Original Medicare and the *Tufts HP* Medicare Complement Plan.

Part A Benefits (Inpatient) Medicare Benefits			
BENEFIT	MEDICARE PAYS...	WHEN CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP*</i>	
		<i>TUFTS HP PAYS...</i>	YOU PAY...
<p>Hospital <i>Inpatient</i> services provided at a Medicare-certified general hospital:</p> <ul style="list-style-type: none"> • Semiprivate room (private room if <i>Medically Necessary</i>); • Regular nursing services (private duty nursing services are <u>not</u> covered); • <i>Inpatient Provider</i> services; • Surgery, including the following services in connection with a mastectomy: (1) reconstruction of the breast affected by the mastectomy; (2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and (3) prostheses* and treatment of physical complications of all stages of mastectomy (including lymphedema). <p>*Prosthetic devices are covered as described under "<i>Durable Medical Equipment</i>".</p> <p>Removal of a breast implant is covered when any one of the following conditions exists: (1) the implant was placed post-mastectomy; (2) there is documented rupture of a silicone implant; or (2) there is documented evidence of auto-immune disease or infection.</p> <p>Important: No coverage is provided for the removal of intact or ruptured saline breast implants or intact silicone breast implants except as specified above.</p> <p><u>Note:</u> Cosmetic surgery is not covered.</p>	Days 1-60 in <i>Benefit Period</i> : All <i>Covered Services</i> , except the Part A <i>Deductible</i> .	The Part A <i>Deductible</i>	Nothing
	Days 61-90 in <i>Benefit Period</i> : All covered costs, except the hospital <i>Coinsurance</i> .	The hospital <i>Coinsurance</i> .	Nothing.
	<i>Reserve Days</i> : All <i>Covered Services</i> , except the <i>Reserve Day Coinsurance</i> , for 60 extra lifetime <i>Reserve Days</i> .	The <i>Reserve Day Coinsurance</i> , for 60 extra lifetime <i>Reserve Days</i> . After the 60 extra lifetime <i>Reserve Days</i> are exhausted, <i>Tufts HP</i> pays all <i>Covered Services</i> .	Nothing for each of the 60 extra lifetime <i>Reserve Days</i> . Also, you pay nothing for all <i>Covered Services</i> after the <i>Reserve Days</i> are exhausted.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part A Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Hospital <i>Inpatient</i> services provided at a Medicare-certified general hospital (continued):</p> <ul style="list-style-type: none"> • Use of operating/recovery rooms; • Meals, including special diets; • Drugs and medications furnished by the hospital during your stay; • Laboratory tests; and X-rays and other radiological services; • Medical supplies, such as casts, surgical dressings, and splints; • Cost of special care units, including intensive care and coronary care units; • Rehabilitation services, such as physical therapy, occupational therapy, speech pathology services, nuclear medicine, and kidney dialysis; • Maternity care services (no <i>PCP</i> referral required); • Psychiatric and/or psychologist services in a general hospital; • Substance abuse detoxification and rehabilitation services; and • All other <i>Medically Necessary</i> services and supplies. 				
				<p><i>Inpatient</i> substance abuse detoxification and rehabilitation services are covered the same as for "Hospital <i>Inpatient</i> Services" at a general hospital.</p>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*. **Italicized words are defined in Appendix A.**

Part A Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p><i>Inpatient blood services</i> The following, provided as part of a covered <i>Inpatient</i> stay in a hospital or <i>Skilled Nursing Facility</i>:</p> <ul style="list-style-type: none"> • Whole blood; • Packed red blood cells; • Blood components; and • The cost of blood processing and administration. 	<p>All <i>Covered Services</i>, except for the annual blood <i>Deductible</i>. This deductible is for the first 3 pints of unreplaced blood during a calendar year.</p>	The cost of the annual blood <i>Deductible</i> .	Nothing.	The cost of the annual blood <i>Deductible</i> .

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part A Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Skilled Nursing Facility (SNF) care <i>Skilled</i> nursing and rehabilitation services performed by or provided under the supervision of licensed nursing personnel:</p> <ul style="list-style-type: none"> • Semi-private room; • Nursing services; • Meals, including special diets; • Physical, occupational, and speech therapy; • Drugs and medications furnished by the skilled nursing facility during your stay; • Medical supplies, such as casts, surgical dressings, and splints; • Diagnostic services, such as x-rays and laboratory services. <p>Note: <i>Custodial care</i> is not covered by either Medicare or <i>Tufts HP</i>.</p>	Days 1 to 20 in a <i>Benefit Period</i> : All <i>Covered Services</i> .	Nothing.	Nothing.	Nothing.
	Days 21 to 100 in a <i>Benefit Period</i> : All <i>Covered Services</i> , except for the SNF <i>Coinsurance</i>	The SNF <i>Coinsurance</i> .	Nothing.	The designated SNF for <i>Coinsurance</i> each day.
	Days 100+ in a <i>Benefit Period</i> : Nothing.	Nothing.	All charges after a 100-day SNF stay.	All charges after a 100-day SNF stay.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part A Benefits (continued)

BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP*</i>
		<i>TUFTS HP PAYS...</i>	YOU PAY...	YOU PAY...
Home Health Care Services <ul style="list-style-type: none"> Services provided to a homebound <i>Member</i> in his/her home by a home health agency: <ul style="list-style-type: none"> Part-time or intermittent <i>Skilled</i> nursing care; Nutritional counseling; Physical therapy; and Speech therapy. If you need intermittent <i>Skilled</i> nursing care, physical therapy, or speech therapy, Medicare may also pay for: <ul style="list-style-type: none"> Occupational therapy; Part-time or intermittent services of a home health aide; Medical social services; and Medical supplies and <i>Durable Medical Equipment</i> provided by the Home Health Agency. <p>Note: <i>Custodial Care</i> is not covered by either <i>Tufts HP</i> or Medicare.</p>	For nutritional counseling, <i>Provider</i> home visits, and inhalation therapy: Nothing.	All <i>Medically Necessary</i> charges.	Nothing.	All Charges.
	For <i>Durable Medical Equipment</i> : 80% of the Medicare-approved amount.	20% of the Medicare-approved amount.	Nothing.	All Charges.
	For All other Covered Home Health Care Services: All Charges.	Nothing.	Nothing.	Nothing.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part A Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<i>Inpatient Services at a chronic care or Rehabilitation Facility</i> Acute <i>Inpatient</i> rehabilitation services provided in an <i>Inpatient</i> Rehabilitation Facility. (continued on next page)	Days 1-60 in a Benefit Period: <i>All Covered Services, except Part A Deductible.</i>	The Part A <i>Deductible</i>	Nothing	The Part A <i>Deductible.</i>
	Days 61-90 in a <i>Benefit Period:</i> <i>All Covered Services, except hospital Coinsurance.</i>	The hospital <i>Coinsurance.</i>	Nothing.	The hospital <i>Coinsurance.</i>
	<i>Reserve Days:</i> <i>All Covered Services, except Reserve Day Coinsurance for 60 extra lifetime Reserve Days.</i>	The <i>Reserve Day Coinsurance</i> , for 60 extra lifetime <i>Reserve Days.</i>	Nothing.	The <i>Reserve Day Coinsurance</i> , for 60 extra lifetime <i>Reserve Days.</i>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part A Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p><i>Inpatient Services at a chronic care or Rehabilitation Facility</i></p> <p>(continued from previous page)</p>	<p><u>Additional Days:</u> Nothing</p>	<p>You could incur <i>Inpatient</i> days that Medicare pays for either during a covered <i>Benefit Period</i> or as <i>Reserve Days</i> or excludes because they occur (1) outside of covered <i>Benefit Period(s)</i> or (2) after you have exhausted your 60 lifetime <i>Reserve Days</i>. If the total number of these days (covered & excluded combined) is less than 100 in a calendar year, <i>Tufts HP</i> will cover any additional days in that year to bring the total to 100 days.</p> <p><i>Tufts HP</i> will pay all charges for these additional days.</p>	<p>As described in the "<i>Tufts HP Pays</i>" column on this page, you pay for any of the Additional Days that <i>Tufts HP</i> covers in a calendar year.</p> <p>You pay all charges for any Additional Days not covered by <i>Tufts HP</i>.</p>	<p>As described in the "<i>Tufts HP Pays</i>" column on this page, you pay all charges for any of the Additional Days that <i>Tufts HP</i> would normally cover in a calendar year.</p> <p>In addition, you pay all charges for any Additional Days that <i>Tufts HP</i> would not cover.</p>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*. **Italicized words are defined in Appendix A.**

Part A Benefits (continued)

BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Hospice Care Services <u>Hospice care for terminally ill <i>Members</i> with a life expectancy of 6 months or less:</u></p> <ul style="list-style-type: none"> Home care provided by a hospice program, either a private organization or a public agency, with an emphasis on providing comfort and relief from pain, including: <i>Provider</i> services, nursing care, medical appliances and supplies, and physical therapy, occupational therapy and speech therapy services; Services not ordinarily covered by Medicare, including homemaker services, counseling, and certain prescription drugs# provided for pain or symptom relief; and <i>Inpatient</i> respite care intended to give temporary relief to the person or persons who regularly assist with home care. Covered up to a maximum of 5 consecutive days. <p>#Medicare patients can be charged: a <i>Copayment</i> for these prescription drugs; and <i>Coinsurance</i> for <i>Inpatient</i> respite care.</p>	<p>For each day of Medicare-approved <i>Inpatient</i> respite care (maximum of 5 consecutive days) allowed by Medicare: <i>All Covered Services</i>, except the <i>Coinsurance</i>.</p>	The Medicare <i>Coinsurance</i> .	Nothing.	The Medicare <i>Coinsurance</i> .
	<p>For each covered prescription drug: <i>All Covered Services</i>, except the <i>Copayment</i>.</p>	The Medicare <i>Copayment</i> .	Nothing.	The Medicare <i>Copayment</i> .
	<p>For all other <i>Covered Services</i>: <i>All Covered Services</i>.</p>	Nothing.	Nothing.	Nothing.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Covered Services table (Part B)	<p>The following table describes the <i>Covered Services</i> available to you under Medicare Part B of Original Medicare and the <i>Tufts HP</i> Medicare Complement Plan.</p> <p>Note: Certain Part B preventive care services are listed in the table below with Medicare paying 100% of the Medicare-approved amount. Please note that Medicare may charge you the Part B <i>Deductible</i> or <i>Coinsurance</i> when these services are provided in conjunction with an office visit.</p>
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Part B Benefits				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Preventive care services <u>Preventive care services#</u></p> <ul style="list-style-type: none"> • A baseline mammogram (for women between the ages of 35 and 40). • Annual mammography screenings (for women age 40 and over). • Pap smear, including pelvic exam (once every 3 years), or annual coverage for women: <ul style="list-style-type: none"> • at high risk for cervical or vaginal cancer, or • of child bearing age who have had a pap smear during the preceding 3 years indicating the presence of cervical or vaginal cancer or other abnormality. 	<p>For <u>baseline and annual mammography screenings</u>: 100% of the Medicare-approved amount.</p>	Nothing.	Nothing.	All charges after the Medicare payment.
	<p>For <u>Pap Smears (clinical laboratory charge)</u>: 100% of the Medicare-approved amount.</p>	All charges for annual PAP smear not otherwise covered by Medicare.	Nothing.	All Charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits, continued				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Preventive care services#, continued</p> <ul style="list-style-type: none"> • A baseline mammogram (for women between the ages of 35 and 40). • Annual mammography screenings (for women age 40 and over). • Pap smear, including pelvic exam (once every 3 years), or annual coverage for women: <ul style="list-style-type: none"> • at high risk for cervical or vaginal cancer, or • of child bearing age who have had a pap smear during the preceding 3 years indicating the presence of cervical or vaginal cancer or other abnormality. 	80% of the Medicare-approved amount for doctor services and all other exams.	20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
Preventive care services (continued)# Colorectal cancer screening exam, including: <ul style="list-style-type: none"> • Guaiac-based fecal occult blood test (gFOBT) or Fecal immunochemical test (FIT), flexible sigmoidoscopy, colonoscopy, and DNA based colorectal screening; • flexible sigmoidoscopy once every four years for persons age 50 and over, • colonoscopy once every two years for persons at high risk for colorectal cancer. • Colonoscopy: one test every ten years for Members determined by Medicare not to be at high risk of colorectal cancer, but not within four years of a screening sigmoidoscopy; and • DNA based colorectal screening every three years. 	For the fecal occult <u>blood test</u> : 100% of the Medicare- approved amount.	Nothing.	Nothing.	All charges after the Medicare payment.
	For all other tests: 100% of the Medicare- approved amount.	Nothing.	Nothing.	All Charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP*</i>
		<i>TUFTS HP PAYS...</i>	YOU PAY...	YOU PAY...
Barium enema - Doctor can substitute for sigmoidoscopy or colonoscopy.	80% of the Medicare-approved amount, except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
Prostate cancer screening (for men age 50 and over) <ul style="list-style-type: none"> • digital rectal exam, and • PSA test. 	<u>For digital rectal exam:</u> 80% of the Medicare-approved amount, except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.
	<u>For PSA test:</u> 100% of the Medicare-approved amount.	Nothing.	Nothing.	All charges after the Medicare payment.
<u>Preventive care services (continued)#</u> Vaccinations: <ul style="list-style-type: none"> • flu shot (1 per year); • pneumonia shot; and Hepatitis B shot for <i>Members</i> at medium to high risk for hepatitis.	100% of all covered Medicare-approved amount.	Nothing.	Nothing.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*. **Italicized words are defined in Appendix A.**

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
Bone mass measurement for <i>Members</i> at risk for losing bone mass. <u>Note: Covered once every 24 months.</u>	For bone mass measurement: 100% of the Medicare-approved amount.	Nothing	Nothing	All charges after the Medicare payment.
Diabetes self-management training.	80% of the Medicare-approved amount, except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.
Medicare-approved smoking and tobacco use cessation counseling.	100% of the Medicare-approved amount.	Nothing.	Nothing.	All charges after the Medicare payment.
Medical nutrition therapy.	100% of all covered Medicare-approved amount.	Nothing.	Nothing.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>*
		<i>TUFTS HP PAYS...</i>	YOU PAY...	YOU PAY...
<p>One-time physical exam within 12 months after Part B coverage begins.</p> <p>Annual wellness exam (applies in years following initial one-time Part B physical exam).</p>	100% of the Medicare-approved <i>Covered Services</i> .	Nothing	Nothing	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)

BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP*</i>
		<i>TUFTS HP PAYS...</i>	YOU PAY...	YOU PAY...
<p>Emergency room care <i>Medically Necessary Emergency</i> services obtained in a hospital emergency room in the United States.</p> <p>(no <i>PCP</i> referral required)</p>	80% of Medicare- approved <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$50.00 <i>Copayment</i> per visit.	A \$50.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.
		<p><u>Notes:</u></p> <ul style="list-style-type: none"> • Emergency room <i>Copayment</i> is waived if you are admitted as an <i>Inpatient</i>. • An Emergency Room <i>Copayment</i> may apply if you register in an Emergency room but leave that facility without receiving care. • A <i>Day Surgery Copayment</i> may apply if <i>Day Surgery</i> services are received. • Observation services will not take an Emergency Room <i>Copayment</i>. 		

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Outpatient services</p> <ul style="list-style-type: none"> • Office visits; • Consultation by specialists, including obstetrical and gynecological services; • Allergy testing and treatment; • Outpatient physical, occupational, and speech therapy (for diagnosis and treatment of speech, hearing, and language disorders); • Medical services and surgery; <p>(continued on next page)</p>	<p>80% of Medicare-approved <i>Covered Services</i>, except for the annual Part B <i>Deductible</i>.</p>	<p><u>For Day Surgery:</u> The annual Part B <i>Deductible</i> and 20% <i>Coinsurance</i></p>	<p><u>For Day Surgery:</u> Nothing.</p>	<p>All charges after the Medicare payment.</p>
		<p><u>Allergy injections:</u> The annual Part B <i>Deductible</i> and 20% <i>Coinsurance</i>, minus a \$5 <i>Copayment</i> per admission.</p>	<p><u>Allergy injections:</u> A \$5 <i>Copayment</i> per injection.</p>	
		<p><u>For all other <i>Outpatient services</i> listed on this page:</u></p> <p>The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.</p>	<p><u>For all other <i>Outpatient services</i> listed on this page:</u></p> <p>A \$10.00 <i>Copayment</i> per visit.</p>	

#See "Other Covered Services" below for information about obtaining Emergency room care **outside of the United States**.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)

BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<u>Outpatient services- continued :</u> <ul style="list-style-type: none"> • Immunizations; • Diagnostic imaging services, including general imaging (such as x-rays and ultrasounds) and MRI/ MRA, CT/CTA, PET and nuclear medicine; • Diagnostic laboratory services including, but not limited to, glycosylated hemoglobin (HbA1c) and urinary protein/microalbumin and lipid profiles; • Inhalation and other home health therapies; • Radiation therapy; • Manipulation of the spine to correct a dislocation that can be shown by an x-ray. (continued on next page)	<u>Diagnostic laboratory services: All Covered Services.</u>	Nothing.	Nothing.	All charges after the Medicare payment.
	<u>All other Outpatient services listed on this page:</u> 80% of Medicare-approved <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<i>Outpatient</i> services - continued: Podiatric services, when Medicare-approved and provided by a doctor of podiatry or surgical chiropody.# #Note: Routine foot care is <u>not</u> covered.	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.
Dental Services The following dental services: <ul style="list-style-type: none"> • Trauma care, reduction of swelling, and pain relief, for damage to sound and natural teeth; • Reduction of dislocations or fractures of the jaw; 	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.
<i>Inpatient</i> or ambulatory surgical services for a non-dental medical condition that requires you to be in a hospital when you receive dental care.	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Physical therapy, occupational therapy, and speech pathology services, when provided</p> <ul style="list-style-type: none"> • in the following facilities: <ul style="list-style-type: none"> • clinic, • hospital, • rehabilitation facility, or • SNF; • by a home health agency; or • by an independent practicing therapist. 	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.
<p>Outpatient blood services</p> <ul style="list-style-type: none"> • Whole blood; • Packed red blood cells; • Blood components; and • The cost of blood processing and administration. 	80% of <i>Covered Services</i> , except for the annual Blood <i>Deductible</i> and the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount, minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*. **Italicized words are defined in Appendix A.**

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
Ambulance services Transportation between: <ul style="list-style-type: none"> • your home and a hospital; • your home and a SNF; or • a hospital and a SNF; if: • the ambulance and personnel meet Medicare requirements; and • transportation in any other vehicle could endanger your health. 	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> , and 20% <i>Coinsurance</i>	Nothing	All charges after the Medicare payment.
		Important Note: If you are treated by Emergency Medical Technicians (EMTs) or other ambulance staff, but refuse to be transported to the hospital or other medical facility, you will be responsible for the costs of this treatment.		

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*. ***Italicized words are defined in Appendix A.***

Part B Benefits (continued)

BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP*</i>
		<i>TUFTS HP PAYS...</i>	YOU PAY...	YOU PAY...
<p><i>Durable Medical Equipment (DME)</i> Includes coverage for devices or instruments of a durable nature that:</p> <ul style="list-style-type: none"> • 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. <p><u>Note:</u> Includes breast prostheses (including surgical brassiere after a mastectomy).</p>	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> , and 20% <i>Coinsurance</i> .	Nothing.	All charges after the Medicare payment.
		<p>In order to be eligible for coverage, the equipment must also be the most appropriate available supply or level of service for the <i>Member</i> in question considering potential benefits and harms to that individual.</p> <p>Equipment that <i>Tufts Health Plan</i> determines to be non-medical in nature and used primarily for non-medical purposes (even though that equipment may have some limited medical use) will not be considered <i>Durable Medical Equipment</i> and will not be covered under this benefit.</p>		

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
Medical supplies Examples of <i>Covered Services</i> are dressings, splints, and casts.	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> , and 20% <i>Coinsurance</i> .	Nothing.	All charges after the Medicare payment.
Medicare Diabetes Prevention Program (MDPP) MDPP is a structured health behavioral change intervention that provides practical training in long term dietary change, increased physical activity, and problem solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.	100% of <i>Covered Services</i>	Nothing.	Nothing.	All charges after the Medicare payment.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Diabetes Monitoring Equipment <u>The following equipment for use in diabetes monitoring by Medicare beneficiaries with diabetes:</u> Blood glucose monitors, including voice synthesizers for blood glucose monitors for use by the legally blind; visual magnifying aids; therapeutic/ molded shoes and shoe inserts for a <i>Member</i> with severe diabetic foot disorder; blood glucose monitoring strips, lancets, and self-management.</p>	80% of Medicare-approved <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	The annual Part B <i>Deductible</i> and 20% of the Medicare-approved amount.	Nothing.	All charges after the Medicare payment.
		<p>Note: <i>Tufts HP</i> also pays for the following <i>Covered Services</i> to the extent such services and supplies are not otherwise covered by Medicare:</p> <ul style="list-style-type: none"> Diabetes self-management. See "Diabetes self-management training and educational services" for more information. 		

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Part B Benefits (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Comprehensive <i>Outpatient</i> Rehabilitation Facility (CORF) <i>Outpatient</i> rehabilitation services provided at a Comprehensive <i>Outpatient</i> Rehabilitation Facility (CORF).</p>	<p>80% of <i>Covered Services</i>, except for the annual Part B <i>Deductible</i> (subject to the CORF calendar year maximum benefit limit for combined physical and occupational therapy).</p>	<p>The annual Part B deductible, and 20% <i>Coinsurance</i>, subject to the CORF calendar year maximum benefit limit.</p>	<p>All charges after the calendar year CORF maximum benefit limit.</p>	<p>All charges after the Medicare payment.</p>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Mental health and substance abuse services (Parts A and B)	The following table describes the mental health and substance abuse services available to you under Medicare Parts A and B of Original Medicare and the <i>Tufts HP</i> Medicare Complement Plan
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<i>Mental health and substance abuse services (Parts A and B)</i>				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP*</i>
		<i>TUFTS HP PAYS...</i>	YOU PAY...	YOU PAY...
<p><i>Inpatient</i> mental health and substance abuse services (Part A): <i>Inpatient</i> hospital and <i>Provider</i> services for the treatment of a mental condition or substance abuse.</p> <p><u>Note:</u> When provided in a psychiatric facility, Medicare limits these services to 190 lifetime days. This limit does not apply to inpatient services in a general hospital.</p>	<p>Days 1 - 190 (lifetime) in a psychiatric hospital OR care in general hospital: All <i>Covered Services</i>, except annual Part A <i>Deductible</i>.</p>	<p>The Part A <i>Deductible</i></p>	<p>Nothing</p>	<p>All charges after the Medicare payment.</p>
		<p>Note: For information about <i>Covered Services</i> for intermediate mental health care services for <i>Mental Disorders</i> see next page.</p>		

The 60-day calendar year limit listed on this page only applies to non-*Biologically-based Mental Disorders*.

For *Inpatient* mental health and substance abuse services for *Biologically-based Mental Disorders* (as defined by Massachusetts law) and Rape-related Mental or Emotional Disorders, coverage is provided the same as for "Hospital *Inpatient Services*" at a general hospital (see Appendix A for definitions of these terms).

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

<i>Mental health and substance abuse services (Parts A and B)</i>				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p><u><i>Inpatient</i></u> mental health and substance abuse services# continued (Part A):</p> <p><i>Inpatient</i> hospital and <i>Provider</i> services for the treatment of a mental condition or substance abuse.</p> <p><u>Note:</u> When provided in a psychiatric facility, Medicare limits these services to 190 lifetime days. This limit does not apply to inpatient services in a general hospital.</p>	<p>After 190-day Medicare lifetime maximum (in psychiatric hospital only) exhausted:</p> <p>Nothing.</p>	<p>All Covered Services for Mental health and substance abuse services for <i>Mental Disorders</i>:</p> <ul style="list-style-type: none"> up to 60 days per calendar year in a general hospital, mental health hospital, or substance abuse facility charges. 	<p>For mental health and substance abuse services in a general hospital, mental health hospital, or substance abuse facility:</p> <ul style="list-style-type: none"> Before calendar year maximum exhausted, you pay Nothing . After calendar year maximum exhausted, you pay all charges. 	<p>All charges.</p>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*. ***Italicized words are defined in Appendix A.***

<i>Mental health and substance abuse services (Parts A and B) (continued)</i>			
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP	CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
			YOU PAY...
<u><i>Inpatient</i> mental health and substance abuse service# (Part A) - continued</u>		<p>Note: To the extent that these services are not otherwise covered by Medicare, <i>Tufts HP</i> pays for the following <i>Covered Services</i> for intermediate mental health and substance abuse services for <i>Mental Disorders</i></p> <p>Intermediate mental health care services for <i>Mental Disorders</i> ** (including diagnosis, detoxification, and treatment of substance abuse disorders)</p> <p>(These services must be provided or authorized by <i>Tufts Health Plan</i>.)</p> <p>These services are more intensive than traditional <i>Outpatient</i> mental health care services, but less intensive than 24-hour hospitalization. Some examples of <i>Covered</i> intermediate mental health care services are: level III community-based detoxification; intensive <i>Outpatient</i> programs; crisis stabilization; acute residential treatment (longer term residential treatment is not covered); and day treatment/partial hospital programs**.</p> <p>**Two mental health day treatment/partial hospital days count as one of the 60 <i>Inpatient</i> days you get per calendar year.</p>	All charges.

#Coverage provided the same as for "Hospital *Inpatient* Services" at a general hospital for *Inpatient* mental health and substance abuse services for *Biologically-based Mental Disorders* (as defined by Massachusetts law) and Rape-related Mental or *Emotional Disorders*.

Mental health and substance abuse services (Parts A and B) (continued)				
BENEFIT	MEDICARE PAYS...	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP*
		TUFTS HP PAYS...	YOU PAY...	YOU PAY...
<p>Outpatient mental health services for Mental Disorders (Part B): <i>Outpatient</i> mental health and substance abuse services for the diagnosis and treatment of a <i>Mental Disorder</i>.</p> <p><u>Note</u>: Psychopharmacological services and neuropsychological services are covered as "<i>Outpatient Services</i>" under Part B (as shown on page above.)</p>	80% of <i>Covered Services</i> , except for the annual Part B <i>Deductible</i> .	<p>The annual Part B <i>Deductible</i>, and 20% <i>Coinsurance</i>, minus a \$10.00 <i>Copayment</i> per visit, for <i>Covered Services</i> for:</p> <p>Mental health and substance abuse services for <i>Mental Disorders</i> provided in a general hospital, a mental health hospital, or a substance abuse facility.</p>	A \$10.00 <i>Copayment</i> per visit.	All charges after the Medicare payment.

Coverage is provided the same as for *Outpatient Services*" under Part B for :

Outpatient mental health and substance abuse services for: *Biologically-based Mental Disorders* (as defined by Massachusetts law) and Rape-related Mental or *Emotional Disorders* see Appendix A for definitions of these terms).

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)	The following table describes the services which <i>Tufts HP</i> covers, but Original Medicare may not cover. <i>Tufts HP</i> is required under Massachusetts law to cover some of these services.
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Other Covered Services (outside of Medicare Parts A and B)			
BENEFIT	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>
	<i>Tufts HP Pays...</i>	You Pay...	You Pay...
Preventive Care Services <ul style="list-style-type: none"> • Routine physical exams, including appropriate immunizations and lab tests as recommended by the <i>Provider</i> routine eye exams (no <i>PCP</i> referral required); • hearing exams and screenings; and • hormone replacement therapy services. 	All <i>Covered Services</i> , minus a \$10.00 <i>Copayment</i> per visit, for one routine eye exam every 12 months. <u>Note:</u> Routine annual physical exams are covered under your Medicare Part B benefits at 100% of the Medicare-approved amount. For more information about these Medicare-covered services, see "Part B Benefits" earlier in this chapter.	A \$10.00 <i>Copayment</i> per visit for one routine eye exam every 12 months. <u>Note:</u> <i>Tufts Health Plan</i> will not pay for more than one routine eye exam in any 12-month period.	All charges.

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Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
Emergency Room Care (outside of the United States) <i>Medically Necessary Emergency</i> services obtained in a hospital Emergency room outside of the United States (no <i>PCP</i> referral required).	All <i>Covered Services</i> , minus a \$50.00 <i>Copayment</i> per visit.	A \$50.00 <i>Copayment</i> per visit.	A \$50.00 <i>Copayment</i> per visit. (<i>Tufts HP</i> will pay for all <i>Covered Services</i> , except for the \$50.00 <i>Copayment</i> per visit).
	Notes: <ul style="list-style-type: none"> The Emergency room <i>Copayment</i> is waived if you are admitted as an <i>Inpatient</i>. An Emergency room <i>Copayment</i> may apply if you register in an Emergency room but leave that facility without receiving care. Observation services will not take an Emergency Room <i>Copayment</i>. 		

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

<i>Other Covered Services (outside of Medicare Parts A and B)- continued</i>			
BENEFIT	CARE AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>		CARE NOT AUTHORIZED BY YOUR <i>TUFTS HP PCP</i>
	<i>Tufts HP Pays...</i>	You Pay...	You Pay...
Family Planning Contraceptives <ul style="list-style-type: none"> • cervical caps; • Intrauterine Devices (IUDs); • Implantable contraceptives (e.g., Implanon (etonorgestrel), (levonorgestrel implants); • Depo-Provera or its generic equivalent; • any other <i>Medically Necessary</i> contraceptive device that has been approved by the United States Food and Drug Administration. 	All Covered Services, minus a \$10.00 Copayment per visit.	A \$10.00 Copayment per visit.	All charges.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
<p>Coverage is provided as described in this section for <i>Outpatient</i> contraceptive services, including consultations, examinations, procedures and medical services, which are related to the use of all contraceptive methods that have been approved by the United States Food and Drug Administration (FDA).</p> <p>Family planning Services</p> <ul style="list-style-type: none"> • medical examinations; • consultations; • birth control counseling; and • genetic counseling. • sterilization and pregnancy termination, as permitted under Massachusetts law (no PCP referral required). 	<p><u>Office Visit:</u> All <i>Covered Services</i>, minus a \$10.00 <i>Copayment</i> per visit.</p> <p><u>Day Surgery:</u> All <i>Covered Services</i></p>	<p><u>Office Visit:</u> A \$10.00 <i>Copayment</i> per visit.</p> <p><u>Day Surgery:</u> Nothing.</p>	<p>All charges.</p>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
<p>Cardiac rehabilitation</p> <p>Services for <i>Outpatient</i> treatment of documented cardiovascular disease that: (1) meet the standards promulgated by the Massachusetts Commissioner of Public Health; and (2) are initiated within 26 weeks after diagnosis of cardiovascular disease.</p> <p><i>Tufts HP</i> covers only the following services:</p> <ul style="list-style-type: none"> • the <i>Outpatient</i> convalescent phase of the rehabilitation program following hospital discharge; and • the <i>Outpatient</i> phase of the program that addresses multiple risk reduction, adjustment to illness and therapeutic exercise. <p><u>Note:</u> <i>Tufts HP</i> does not cover the program phase that maintains rehabilitated cardiovascular health.</p>	All Covered Services.	Nothing.	All charges.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
<p>Hospice Care Services</p> <p>We will cover the following services for <i>Members</i> who are terminally ill (having a life expectancy of 6 months or less):</p> <ul style="list-style-type: none"> • Provider services; • nursing care provided by or supervised by a registered professional nurse; • social work services; • volunteer services; and • counseling services (including bereavement counseling services for the <i>Member's</i> family for up to one year following the <i>Member's</i> death). <p>"Hospice care services" are defined as a coordinated licensed program of services provided, during the life of the <i>Member</i>, to a terminally ill <i>Member</i>. Such services can be provided:</p> <ul style="list-style-type: none"> • in a home setting; • on an <i>Outpatient</i> basis; and • on a short-term <i>Inpatient</i> basis, for the control of pain and management of acute and severe clinical problems which cannot, for medical reasons, be managed in a home setting. 	All Covered Services, minus a \$10.00 Copayment per visit.	A \$10.00 Copayment per visit.	All charges.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
<p>Bone marrow transplants for breast cancer (must be approved by an <i>Authorized Reviewer</i>) Bone marrow transplants for <i>Members</i> diagnosed with breast cancer that has progressed to metastatic disease who meet the criteria established by the Massachusetts Department of Public Health.</p>	All Covered Services	Nothing	All charges.
<p>Nonprescription enteral formulas (prior approval by an <i>Authorized Reviewer</i> may be required): Coverage is provided:</p> <ul style="list-style-type: none"> • For home use for treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, and chronic intestinal pseudo-obstruction. • When <i>Medically Necessary</i>: infant formula for milk or soy protein intolerance; formula for premature infants; and supplemental formulas for growth failure. 	All Covered Services.	Nothing.	All charges.

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Italicized words are defined in Appendix A.

<i>Other Covered Services (outside of Medicare Parts A and B)- continued</i>			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	<i>Tufts HP Pays...</i>	You Pay...	You Pay...
Human Leukocyte Antigen Testing Human leukocyte antigen testing or histocompatibility locus antigen testing for use in bone marrow transplantation when necessary to establish a <i>Member's</i> bone marrow transplant donor suitability. Includes: costs of testing for A, B or DR antigens; or any combination consistent with the rules and criteria established by the Department of Public Health.	All <i>Covered Services</i> , minus a \$10.00 <i>Copayment</i> per visit.	A \$10.00 <i>Copayment</i> per visit.	All charges.
Low Protein Foods When given to treat inherited diseases of amino acids and organic acids.	All <i>Covered Services</i> , up to a maximum benefit of \$5,000 per calendar year.	Nothing, up to a maximum benefit of \$5,000 per calendar year.	All charges, after the benefit of \$5,000 has been reached in a calendar year.
Special Medical Formulas (prior approval by an <i>Authorized Reviewer</i> is required) When <i>Medically Necessary</i> to protect the unborn fetuses of women with PKU. (Prior approval by an <i>Authorized Reviewer</i> may be required.)	All <i>Covered Services</i> .	Nothing.	All charges.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
<p>Medical Supplies <i>Tufts Health Plan</i> covers the cost of certain types of medical supplies from an authorized vendor, including: ostomy, tracheostomy, catheter, and oxygen supplies; and insulin pumps and related supplies. These supplies must be obtained from a vendor that has an agreement with <i>Tufts HP</i> to provide such supplies.</p>	All Covered Services.	Nothing.	All charges.
<p>Diabetes self-management and educational training services <i>Outpatient</i> self-management training and educational services, including medical nutrition therapy, used to diagnose or treat insulin-dependent diabetes, non-insulin dependent diabetes, or gestational diabetes. Important Note: <i>Tufts HP</i> will only cover these services when provided by a <i>Tufts HP Provider</i> who is a certified diabetes health care provider.</p>	<p>All Covered Services , minus a \$10.00 <i>Copayment</i> per visit.</p> <p><u>Note:</u> These services are also covered under your Medicare Part B benefits. For more information, see "Diabetes self-management training" under the "Part B Benefits" section earlier in this chapter.</p>	A \$10.00 <i>Copayment</i> per visit.	All charges.
<p>Scalp hair prostheses or wigs for cancer or leukemia patients Scalp hair prostheses or wigs worn for hair loss suffered as a result of the treatment of any form of cancer or leukemia.</p>	All Covered Services up to a maximum benefit of \$350 per calendar year.	For all services after the \$350 calendar year maximum benefit has been reached.	All charges.

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Italicized words are defined in Appendix A.

<i>Other Covered Services (outside of Medicare Parts A and B)- continued</i>			
BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	<i>Tufts HP Pays...</i>	You Pay...	You Pay...
<p>Patient care services provided pursuant to a qualified clinical trial</p> <p>As required by Massachusetts law, patient care services provided pursuant to a qualified clinical trial for the treatment of cancer to the same extent as those Inpatient or <i>Outpatient</i> services would be covered if the <i>Member</i> did not receive care in a qualified clinical trial.</p>	<p><u><i>Inpatient care:</i></u> All <i>Covered Services</i></p> <p><u><i>Outpatient care:</i></u> All <i>Covered Services</i>, minus a \$10.00 <i>Copayment</i> per visit.</p>	<p><u><i>Inpatient care:</i></u> Nothing</p> <p><u><i>Outpatient care:</i></u> A \$10.00 <i>Copayment</i> per visit.</p>	All charges.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued

BENEFIT	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
	Tufts HP Pays...	You Pay...	You Pay...
<p>Autism spectrum disorders – diagnosis and treatment (prior approval by an <i>Authorized Reviewer</i> is required)</p> <p>Coverage is provided, in accordance with Massachusetts law, for the diagnosis and treatment of autism spectrum disorders. Autism spectrum disorders include any of the pervasive developmental disorders, as defined in the Diagnostic and Statistical Manual of Mental Disorders, and include:</p> <ul style="list-style-type: none"> • autistic disorder; • Asperger’s disorder; and • pervasive developmental disorders not otherwise specified. <p>Coverage is provided for the following <i>Covered Services</i>:</p> <ul style="list-style-type: none"> • Habilitative or rehabilitative care, which are professional, counseling and guidance services and treatment programs that are necessary to develop, maintain, and restore the functioning of the individual. These programs may include, but are not limited to, applied behavioral analysis (ABA)** supervised by a <i>Board-Certified Behavior Analyst</i>. <p align="center">(continued on next page)</p>	<ul style="list-style-type: none"> • For habilitative or rehabilitative care: <ul style="list-style-type: none"> • When provided by a <i>Paraprofessional</i>: All <i>Covered Services</i>. • When provided by a <i>Board-Certified Behavior Analyst (BCBA)</i>: All <i>Covered Services</i>, minus a \$10.00 <i>Copayment</i> per visit. • For prescription medications: See the “Coverage for Other Prescription Drugs” section, below. • For psychiatric and psychological care: All <i>Covered Services</i>, minus a \$10.00 <i>Copayment</i> per visit. • For therapeutic care: All <i>Covered Services</i>, minus a \$10.00 <i>Copayment</i> per visit. 	<ul style="list-style-type: none"> • For habilitative or rehabilitative care: <ul style="list-style-type: none"> • When provided by a <i>Paraprofessional</i>: Nothing. • When provided by a <i>Board-Certified Behavior Analyst (BCBA)</i>: A \$10.00 <i>Copayment</i> per visit. • For prescription medications: See the “Coverage for Other Prescription Drugs” section, below. • For psychiatric and psychological care: A \$10.00 <i>Copayment</i> per visit. • For therapeutic care: A \$10.00 <i>Copayment</i> per visit. 	<p>All charges.</p>

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
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Other Covered Services (outside of Medicare Parts A and B)- continued

Benefit

Autism spectrum disorders – diagnosis and treatment (continued)

For more information about these programs, call the *Tufts Health Plan* Behavioral Health Department at 1-800-208-9565;

- services provided by licensed or certified speech therapists, occupational therapists, physical therapists, or social workers. **Note:** Visit limits for services described under the “Short-term rehabilitative or habilitative physical or occupational therapy” benefit do not apply to coverage for autism spectrum disorders.
- prescription medications, covered under the *Tufts Health Plan* “Coverage for Other Prescription Drugs” section, described later in this chapter;
- psychiatric and psychological care, covered under the “Mental Health and Substance Abuse Services” benefit described earlier in this chapter; and
- therapeutic care (including services provided by licensed or certified speech therapists, occupational therapists, physical therapists, or social workers), covered under your “Physical therapy, occupational therapy, and speech pathology services” benefit, described earlier in this chapter.

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

Other Covered Services (outside of Medicare Parts A and B)- continued

Benefit

Cleft lip and cleft palate treatment and services for children

In accordance with Massachusetts law, the following services are covered for children under the age of 18 who are covered under this plan:

- **Medical and facial surgery:** Coverage is provided for *Day Surgery* and Inpatient hospital admissions. This includes surgical management and follow-up care by plastic surgeons. Prior approval by an *Authorized Reviewer* is required;
- **Oral surgery:** No referral is required from the child's *PCP*. This includes surgical management and follow-up care by oral surgeons. Prior approval by an *Authorized Reviewer* is required;
- **Dental surgery or orthodontic treatment and management:** No referral from the child's *PCP* is required for these services;
- **Preventive and restorative dentistry to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management therapy:** No referral from the child's *PCP* is required for these services;
- **Speech therapy and audiology services.** Prior approval by an *Authorized Reviewer* is required.
- **Nutrition services.**

Services must be prescribed by the treating physician or surgeon, and that *Provider* must certify that the services are *Medically Necessary* and are required because of the cleft lip or cleft palate.

NOTE: The next three pages in this *Evidence of Coverage* list the *Cost-Sharing Amounts* that apply to these *Covered Services* under this plan.

Other Covered Services (outside of Medicare Parts A and B)- continued			
	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
BENEFIT	<i>Tufts HP Pays...</i>	You Pay...	You Pay...
<u>Cleft lip and cleft palate treatment and services for children - continued</u>	<u>Medical or facial surgery:</u> • <i>Inpatient services:</i> <i>All Covered Services</i> • <i>Day Surgery:</i> <i>All Covered Services</i>	<u>Medical or facial surgery:</u> • <i>Inpatient services:</i> Nothing • <i>Day Surgery:</i> Nothing.	<u>Medical or facial surgery:</u> All charges.
	<u>Nutrition services:</u> <i>All Covered Services, minus a \$10.00 Copayment per visit.</i>	<u>Nutrition services:</u> \$10.00 Copayment per visit.	<u>Nutrition services:</u> All charges.

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Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
BENEFIT	Tufts HP Pays...	You Pay...	You Pay...
<u>Cleft lip and cleft palate treatment and services for children - continued</u>	<p>Oral surgery:</p> <ul style="list-style-type: none"> • <u>Office Visit:</u> All Covered Services, minus a \$10.00 Copayment per visit. • <u>Emergency Room:</u> All Covered Services, minus an Emergency Room Copayment per visit. • <u>Inpatient services:</u> All Covered Services • <u>Day Surgery:</u> All Covered Services 	<p>Oral surgery:</p> <ul style="list-style-type: none"> • <u>Office Visit:</u> \$10.00 Copayment per visit. • <u>Emergency Room:</u> An Emergency Room Copayment per visit. • <u>Inpatient services:</u> Nothing • <u>Day Surgery:</u> Nothing. 	<p>Oral surgery:</p> <ul style="list-style-type: none"> • <u>Office Visit:</u> All charges. • <u>Emergency Room:</u> An Emergency Room Copayment per visit. • <u>Inpatient services:</u> All charges. • <u>Day Surgery:</u> All charges.

*Note: Tufts HP does not pay for any services or supplies when care is not provided or authorized by your Tufts Health Plan PCP.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued			
	CARE AUTHORIZED BY YOUR TUFTS HP PCP		CARE NOT AUTHORIZED BY YOUR TUFTS HP PCP
BENEFIT	<i>Tufts HP Pays...</i>	You Pay...	You Pay...
<u>Cleft lip and cleft palate treatment and services for children - continued</u>	<u>Dental surgery or orthodontic treatment and management:</u> Covered in full.	<u>Dental surgery or orthodontic treatment and management:</u> Nothing.	<u>Dental surgery or orthodontic treatment and management:</u> All charges.
	See “Cleft lip and cleft palate treatment and services for children” earlier in Chapter 3 for more information about what is covered under this benefit.		
	<u>Preventive and restorative dentistry:</u> Covered in full.	<u>Preventive and restorative dentistry:</u> Nothing.	<u>Preventive and restorative dentistry:</u> Nothing.
	See “Cleft lip and cleft palate treatment and services for children” earlier in Chapter 3 for more information about what is covered under this benefit.		
	<u>Speech therapy and audiology services:</u> All <i>Covered Services</i> , minus a \$10.00 <i>Copayment</i> per visit.	<u>Speech therapy and audiology services:</u> \$10.00 <i>Copayment</i> per visit.	<u>Speech therapy and audiology services:</u> All charges.
<i>Outpatient</i> substance services for medication assisted treatment, including methadone maintenance	All <i>Covered Services</i> , minus a \$5 <i>Copayment</i> per visit.	\$5 <i>Copayment</i> per visit.	All charges.

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Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B)- continued

BENEFIT	Tufts HP Pays...	You Pay...
<p>Diabetic Monitoring Strips The following diabetic monitoring strips for home use when ordered by a <i>Provider</i> in writing to diagnose or treat insulin-dependent diabetes, non-insulin dependent diabetes, or gestational diabetes:</p> <ul style="list-style-type: none"> • urine glucose strips; • ketone strips. <p>Note: Covered up to 100 strips per 30-day supply, or more if <i>Medically Necessary</i>.</p> <p>Note: Please see Part B Benefits for information about coverage for blood glucose monitoring strips under your Medicare benefit.</p>	<p>Covered in full up to 100 strips per 30-day supply, or more if <i>Medically Necessary</i>.</p>	<p>Nothing.</p>

Tufts Health Plan Member Discounts

In addition to your covered benefits, as a *Member* you may take advantage of *Tufts Health Plan Member Discounts*. These include discounts on:

- fitness center memberships;
- nutritional supplements;
- mind and body treatments; and
- a variety of services related to good health.

This list of *Member* discounts is effective January 1, 2019 and may change during the year. Please see our Web site at www.tuftshealthplan.com for the most current list or call a Member Specialist.

Current examples of these discounts include:

- Fitness discounts
 - Save on all varieties of annual memberships at participating network fitness centers in Massachusetts, New Hampshire, and Rhode Island.
 - Save 10% on personal training packages at Fitness Together and receive a free initial fitness evaluation.
 - Save 20% on Appalachian Mountain Club membership rates and receive discounts on accommodations, subscriptions and programs.

Tufts Health Plan Member Discounts, continued

- Nutritional Services
 - Nutritional Counseling - In addition to your health plan coverage for *Medically Necessary* counseling, you can receive 25% off the cost of unlimited visits with a registered dietitian or licensed nutritionist in our network. Learn more about diets that promote good health.
 - Dietary and Nutrition Supplements -- Save 15% or more off of the manufacturers' suggested retail price on a wide variety of vitamins, supplements, and popular energy and protein bars through ChooseHealthy.com. Standard shipping is also free for *Members*.

- Mind and Body
 - Save 25 % off of provider's the usual and customary rates on acupuncture treatments. On massage therapy, you will either save 25% off of the provider's usual and customary rates, or pay \$15 per 15 minutes of massage therapy, whichever is less. To find a participating provider, click on Member Discounts at tuftshealthplan.com.
 - Hospital-Based Health and Wellness Seminars - Save up to 30% on wellness seminars and workshops at participating facilities. Topics include smoking cessation, stress management, aging and parenting.
 - Natural Therapies - Learn more about aromatherapy, homeopathic remedies, meditation, yoga, and other natural remedies at ChooseHealthy.com.
 - Mindfulness Stress Reduction Program – Save 15% on the 8-week program for stress reduction. Offered at the UMass Shrewsbury campus, and consists of 2 ½ hours of classes per week and a one day retreat.
 - Memory Fitness Activities Discount Program: *Members* can save 17% on a subscription to the BrainHQ™ application offered by Posit Science. BrainHQ™ is an application that is designed to increase the speed at which we can reliably process information, improve the brain's ability to make clear and strong representations of information and stimulate the machinery that produces brain chemicals that strengthen memory and enable learning. *Members* can access the discount through the following link: <http://www.brainhq.com/reg/thp>.
 - Concord Hospital's Center for Health Promotion: *Members* receive a 10% discount on nutrition classes costing \$25 or more, weight loss programs, childbirth classes, and Mindfulness Based Stress Reduction. To get your discount, call the Center at 603-230-7300 or register in person, and mention that you are a Tufts Health Plan Member. To preview current class offerings, see <http://www.concordhospital.org/wellness-resources/>.

Tufts Health Plan Member Discounts, continued

- **Eyewear**
 - With the EyeMed Vision Care program, *Members* can receive 35% off the retail price of frames, along with discounts on lenses and lens options, with the purchase of a complete pair of eyeglasses from a participating EyeMed provider.
 - EyeMed Vision Care also offers a contact lens replacement program, 20% off the retail price of nonprescription sunglasses, and 15% off the retail price (or 5% off the promotional price) of LASIK and PRK laser vision correction.
- **Home Instead Senior Care**
 - Provides home support services to you or an elderly family member, such as light housekeeping or meal preparation. Receive a \$100 one-time credit towards charges for these and other non-medical home care services through participating offices.
 - A free home-safety inspection is also provided once you contract for services. It includes a review of the home entrance, kitchen, bathrooms, and more.
- **Other discounts**
 - CVS Caremark ExtraCare health card – Receive 20% off of the price of certain CVS/pharmacy-brand non-prescription health related items by using your ExtraCare health card offered by CVS Caremark (in conjunction with *Tufts Health Plan*).
 - Jenny Craig – Join the Jenny Craig All Access program enrollment fee, plus 5% off of all Jenny Craig food. Monthly fees of \$19 are required, plus the cost of food, and shipping (if applicable). The Member is responsible for all payments for the Jenny Craig program. The food discount is not applicable to shipping cost and is only valid for personal consumption. Please call Member Services for more information about this discount and its limitations."
 - DASH for Health: The DASH for Health program is online program dedicated to helping you eat better, exercise better, and lose weight. With customized meal plans to help you get started, twice-weekly email tips, tracking tools for weight, food and exercise, and hundreds of recipes, you will eat better, feel better and improve your health - all while eating the foods you love. Tufts Health Plan Members can sign up for the DASH for Health program for \$34.50 for a 6-month subscription (50% off the regular subscription rate). Go to <https://tuftshealthplan.dashforhealth.com> and enter the coupon code thp to take advantage of this special offer.
 - The Dinner Daily - provides *Members* with weekly dinner plans customized for their food preferences, dietary needs, and local grocery store specials, potentially resulting in savings of up to \$1,200 per year. Members save 25% on any DinnerDaily subscription and the first two weeks are free. To sign up, or for more information, see <https://thedinnerdaily.com/thp>. Use code THP25 to receive the discount.
 - The Original Healing Threads™ Designer Wear – Save 15% off the cost of machine washable , microfiber tops and breakaway pants, treated to allow liquids to roll off of the fabric.

These discounts and savings may change over time without notice to *Members*. To check on current *Tufts Health Plan* Member Discounts:

- call Member Services at the number listed on your Member ID card, or
- go to **www.tuftshealthplan.com**.

*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

Other Covered Services (outside of Medicare Parts A and B) - continued**PRESCRIPTION DRUGS COVERED BY MEDICARE****Prescription Drugs Covered By Medicare**

Medicare provides coverage for certain prescription drugs used to treat certain medical conditions, including certain injectable medications, when those drugs are obtained and administered by a *Provider*. The *Provider* will bill Medicare, and if the drug meets Medicare's coverage guideline, Medicare will pay for 80% of the Medicare approved charge for that drug. Then, this TMC plan will pay the remainder of the Medicare approved amount for the drug. *Medically Necessary* hypodermic needles and syringes required to inject these medications are also covered under this section of the Prescription Drug Benefit.

Note: Infused medications and their administration are not covered in the home setting (home infusion) under this TMC plan, unless Medicare covers the infused medication and/or its administration as the primary payor. *Tufts HP* will cover any remainder of the cost up to the Medicare allowed amount.

For more information about coverage under this TMC plan, call Member Services at 1-800-462-0224.

Exclusions from Benefits

<p>List of exclusions</p>	<p><i>Tufts HP</i> will not pay for the following services, supplies, or medications:</p> <ul style="list-style-type: none"> • A service, supply or medication which is not <i>Medically Necessary</i>. • A service, supply or medication which is not a <i>Covered Service</i>. • A service, supply or medication received outside the <i>Tufts HP Service Area</i>, 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. • A drug, device, medical treatment or procedure (collectively "treatment") that is Experimental or Investigative. <p>This exclusion does not apply to:</p> <ul style="list-style-type: none"> • long-term antibiotic treatment of chronic Lyme disease; • bone marrow transplants for breast cancer; • patient care services provided pursuant to a qualified clinical trial; or • off-label uses of prescription drugs for the treatment of cancer or HIV/AIDS, if you have a Prescription Drug Benefit <p>which meet the requirements of Massachusetts law.</p> <p>If the treatment is Experimental or Investigative, <i>Tufts HP</i> will not pay for any related treatments which are provided to the <i>Member</i> for the purpose of furnishing the Experimental or Investigative treatment.</p> <ul style="list-style-type: none"> • Drugs, medicines, materials or supplies for use outside the hospital or any other facility . Medications and other products which can be purchased over-the-counter . Laboratory tests ordered by a <i>Member</i> (online or through the mail), even if performed in a licensed laboratory.
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List of exclusions
(continued)

- Injectable medications, except as described earlier in this chapter.
- Infused medications and their administration are not covered in the home setting (home infusion) under this TMC plan, unless Medicare covers the infused medication and/or its administration as the primary payor. *Tufts HP* will cover any remainder of the cost up to the Medicare allowed amount.
- The following exclusions apply to services provided by the relative of a *Member*:
 - Services provided by a relative who is not a *Tufts Health Plan Provider*, whether or not the services are authorized by your *PCP*, are not covered.
 - Services provided by an immediate family member (by blood or marriage), even if the relative is a *Tufts Health Plan Provider* and the services are authorized by your *PCP*, are not covered.
 - If you are a *Tufts Health Plan Provider*, you cannot provide or authorize services for yourself, be your own *PCP*, or be the *PCP* of 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: employer; insurance company; school; or court.
- Services for which you are not legally obligated to pay or services for which no charge would be made if you had no health plan.
- Care for conditions for which 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 determine if your *Provider* charges such a fee.
- Charges or claims incurred as a result, in whole or in part, of fraud or misrepresentation (e.g., claims for services not actually rendered and/or able to be validated).
- Facility charges or related services if the procedure being performed is not a *Covered Service*.
- Preventive dental care; periodontal treatment; orthodontics; dental supplies; dentures; restorative services including, but not limited to, crowns, fillings, root canals, and bondings; skeletal jaw surgery, except as provided under "dental services" earlier in this chapter; alteration of teeth; care related to deciduous (baby) teeth; splints and oral appliances (except for sleep apnea), including those for TMJ disorders. This exclusion does not apply to the treatment of cleft lip or cleft palate for children under the age of 18, as described under "Cleft lip or cleft palate treatment and services for children" earlier in this chapter.

<p>List of exclusions (continued)</p>	<ul style="list-style-type: none"> • Surgical removal or extraction of teeth, except as provided under "dental services" earlier in this chapter. • Cosmetic (meaning to change or improve appearance) surgery, procedures, supplies, medications or appliances, except as provided earlier in this chapter. Breast reconstruction is covered when following a <i>Medically Necessary</i> mastectomy, as described in "Hospital <i>Inpatient</i> Services (Part A) earlier in this chapter. • Rhinoplasty; liposuction; removal of tattoos 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 <i>Medically Necessary</i> to treat an underlying skin condition or for skin preparation or transgender genital surgery that has been approved by an Authorized Reviewer. • Circumcisions performed in any setting other than a hospital, <i>Day Surgery</i>, or <i>Provider's</i> office. • Costs associated with home births. • • Infertility services, infertility medications, and associated reproductive technologies (such as IVF, GIFT, and ZIFT) including, but not limited to, experimental infertility procedures; the costs of surrogacy*; reversal of voluntary sterilization; long-term (longer than 90 days unless the <i>Member</i> is in active infertility treatment) sperm or embryo cryopreservation not associated with active infertility treatment; donor recruitment fee for donor egg or donor sperm; donor sperm and associated laboratory services, 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. <ul style="list-style-type: none"> *the costs of surrogacy means: (1) all costs incurred by a fertile woman to achieve a pregnancy as a surrogate or gestational carrier for an infertile <i>Member</i>. These costs include, but are not limited to: costs for drugs necessary to achieve implantation, embryo transfer, and cryo-preservation of embryos; (2) use of donor egg and a gestational carrier; and (3) costs for maternity care if the surrogate is not a <i>Member</i>. A surrogate is a person who carries and delivers a child for another either through artificial insemination or surgical implantation of an embryo. A gestational carrier is a surrogate with no biological connection to the embryo/child. • Preimplantation genetic testing and related procedures performed on gametes or embryos. • Reversal of voluntary sterilization; or over-the-counter contraceptive agents.
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*Note: *Tufts HP* does not pay for any services or supplies when care is not provided or authorized by your *Tufts Health Plan PCP*.
Italicized words are defined in Appendix A.

List of exclusions
(continued)

- Human organ transplants if not covered by Medicare.
- the purchase of an electric hospital grade breast pump; donor breast milk.
- Services provided to a non-*Member*, except as described earlier in this chapter:
- Acupuncture.
- Psychoanalysis.
- Inpatient and Outpatient weight-loss programs and clinics, except as described earlier in this chapter.
- Biofeedback, except for the treatment of urinary incontinence; neuromuscular stimulators and related supplies.
- Hypnotherapy; relaxation therapies; massage therapies, except as described under “Rehabilitative and *Habilitative* physical and occupational therapy services” earlier in this chapter; services by a personal trainer; exercise classes; cognitive rehabilitation programs or cognitive retraining programs, except as described earlier in this chapter. Also excluded are diagnostic services related to any of these procedures or programs.
- Multi-purpose general electronic devices including, but not limited to, laptop computers, desktop computers, personal assistive devices (PDAs), tablets, and smartphones. All accessories for multi-purpose general electronic devices including USB devices and direct connect devices (e.g., speaker, microphone, cables, cameras, batteries, etc.). Internet and modem connection/access including, but not limited to, Wi-Fi®, Bluetooth®, Ethernet, and all related accessories.
- Any service, program, supply or procedure performed in a non-conventional setting (including, but not limited to, spas/resorts; educational, vocational or recreational settings; Outward Bound; or wilderness, camp or ranch programs, even if performed or provided by a licensed PROVIDER (including, but not limited to, mental health professionals, nutritionists, nurses or physicians.) Examples of services provided in a non-conventional setting that are excluded from coverage include, but are not limited to, psychotherapy, ABA services, and nutritional counseling.
- Blood, blood donor fees, blood storage fees, or 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 approval by an *Authorized Reviewer* is required);
 - intravenous immunoglobulin for treatment of severe immune disorders, certain neurological conditions, infectious conditions, and bleeding disorders (prior approval by an *Authorized Reviewer* is required).

<p>List of exclusions (continued)</p>	<ul style="list-style-type: none"> • Any service, program, supply, or procedure performed in a non-conventional setting including, but not limited to, spas/resorts, educational, vocational, or recreational settings; Outward Bound; or wilderness, camp or ranch programs (clinics), even if performed or provided by a licensed <i>Provider</i> (including, but not limited to, mental health professionals, nutritionists, nurses or physicians). Examples of services provided in a nonconventional setting that are excluded from coverage include, but are not limited to, psychotherapy, ABA services, and nutritional counseling. • 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. • Eyeglasses, lenses or frames; or refractive eye surgery (including radial keratotomy) for conditions which can be corrected by means other than surgery. Except as described earlier in this chapter, <i>Tufts HP</i> will not pay for contact lenses or contact lens fittings. • Hearing aids. • Routine foot care, such as: 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; foot orthotics or fittings; or casting and other services related to foot orthotics or other support devices for the feet. Note: This exclusion does not apply to therapeutic/molded shoes and shoe inserts for a <i>Member</i> with severe diabetic foot disease when the need for therapeutic shoes and inserts has been certified by the <i>Member's</i> treating doctor, and the shoes and inserts: <ul style="list-style-type: none"> • are prescribed by a <i>Provider</i> who is a podiatrist or other qualified doctor; and • are furnished by a <i>Provider</i> who is a podiatrist, orthotist, prosthetist, or pedorthist. This exclusion also does not apply to routine foot care for <i>Members</i> diagnosed with diabetes. • Transportation, including, but not limited to, transportation by chair car, wheelchair van, or taxi, except as described in "Ambulance Services" in this Chapter; • Lodging related to receiving any medical service. • Intra-articular hyaluronan injections (e.g., viscosupplements, Euflexxa, Syncisc). • All <i>Non-Conventional Medicine</i> services, provided independently or together with conventional medicines, and all related testing, laboratory testing, services, supplies, procedures and supplements associated with this type of medicine. • Service or therapy animals and related supplies.
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Chapter 4 - When Coverage Ends

Overview

Introduction

This chapter tells you when coverage ends.

Reasons coverage ends

Coverage ends when any of the following occurs:

- you lose eligibility because you
 - no longer meet your *Group's* or *Tufts HP's* eligibility rules,
 - no longer are eligible for and enrolled in Parts A and B of Medicare (please refer to your Medicare Handbook for events that can change your Medicare coverage), or
 - move out of the *Service Area*,
- you choose to drop coverage,
- you commit an act of physical or verbal abuse unrelated to your physical or mental condition which poses a threat to: any *Provider*; any *Tufts HP Member*; or *Tufts Health Plan* or any *Tufts HP* employee,
- misrepresentation or fraud, or
- your *Group's Contract* with *Tufts HP* ends.

Benefits after termination

Tufts HP will not pay for services you receive after your coverage ends even if

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

Continuation and conversion

Once your coverage ends, you may be eligible to continue your coverage with your *Group* or to enroll in coverage under an *Individual Contract*. 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 HP's* eligibility rules, or
- no longer are eligible for and enrolled in Parts A and B of Medicare.

Important Note: Your coverage will terminate retroactively to the date you are no longer eligible for coverage.

If you move out of Tufts HP's Service Area If you move out of the *Tufts HP Service Area*, coverage ends as of the date you move.
Tell your *Group* or call a Member Representative before you move to notify *Tufts HP* of the date you are moving. If you keep a residence in the *Service Area* but have been out of the *Service Area* for more than 90 days, coverage ends 90 days after the date you left the *Service Area*.
For more information about coverage available to you when you move out of the *Service Area*, contact a Member Representative at 1-800-462-0224.

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* (or *Tufts Health Plan* if covered under an *Individual Contract*) 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 *Tufts HP* may terminate your coverage if you commit acts of physical or verbal abuse which:

- are unrelated to your physical or mental condition;
- pose a threat to:
 - any *Provider*,
 - any *Tufts HP Member*, or
 - *Tufts Health Plan* or any *Tufts HP* employee.

Membership Termination for Misrepresentation or Fraud

Policy *Tufts HP* may terminate your coverage for misrepresentation or fraud. If your coverage is terminated for misrepresentation or fraud, *Tufts HP* may not allow you to re-enroll for coverage with *Tufts HP* under any other plan (such as a Nongroup or another employer's plan) or type of coverage (for example, coverage as a *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;
- keeping for yourself payments made by *Tufts Health Plan* that were intended to be used to pay a *Provider*;
- abuse of the benefits under this plan, including the resale or transfer of supplies, medication, or equipment provided to you as *Covered Services*;
- submission of any false paperwork, forms, or claims information; or
- allowing someone else to use your Member ID.

Date of termination If *Tufts HP* terminates your coverage for misrepresentation or fraud, your coverage will end as of your *Effective Date* or a later date chosen by *Tufts HP*.

Payment of claims *Tufts HP* will pay for all *Covered Services* you received between:

- your *Effective Date*; and
- your termination date, as chosen by *Tufts HP*. *Tufts HP* may retroactively terminate your coverage back to a date no earlier than your *Effective Date*. *Tufts HP* will use any *Premium* you paid for a period after your termination date to pay for any *Covered Services* you received after your termination date.

If the *Premium* is not enough to pay for that care, *Tufts HP*, at its option, may:

- pay the *Provider* for those services and ask you to pay *Tufts HP* back; or
- not pay for those services. In this case, you will have to pay the *Provider* for the services.

If the *Premium* is more than is needed to pay for *Covered Services* you received after your termination date, *Tufts HP* will refund the excess to your *Group*.

Termination of the Group Contract and Notice

Termination This topic describes the end of the *Group Contract*.

End of *Tufts HP's* and *Group's* relationship Coverage will terminate if the relationship between your *Group* and *Tufts HP* ends for any reason, including:

- your *Group's* contract with *Tufts HP* terminates;
- your *Group* fails to pay *Premiums* on time;
- *Tufts HP* no longer offers this Tufts Medicare Complement plan; or
- *Tufts HP* stops operating.

Notice of termination

The *Group Contract* will terminate if your *Group* fails to pay *Premiums* on time. If this happens, *Tufts HP* will notify you of the termination in writing within 60 days after the effective date of termination. The notice will tell you that you can elect to continue your coverage under Temporary Continuation of Coverage (TCC), as well as how to elect that coverage. If you elect Temporary Continuation of Coverage and pay the required *Premium*, TCC coverage is available to you during the period between:

- the effective date of termination of your *Group* coverage; and
- the date *Tufts HP* sends to you a written notice of termination.

The benefits available under Temporary Continuation of Coverage will be identical to those in your *Group* coverage.

Tufts HP may terminate your coverage back to the date the *Group Contract* terminated, if:

- *Tufts HP* sends to you a written notice of termination;
- *Tufts HP* offers you the opportunity to elect Temporary Continuation of Coverage; and
- you do not elect that coverage within the time period specified in the notice.

If the *Group Contract* terminates for any reason other than your *Group's* failure to pay *Premiums*, *Tufts HP* will send a notice of termination to your *Group* with the effective date of termination. Your *Group* is responsible for notifying you of the termination. *Tufts HP* is not responsible if your *Group* does not notify you.

Plant Closing

Description of continuation

Under Massachusetts law, *Subscribers* whose employment is terminated due to a state-certified plant closing or covered partial closing may be eligible, along with their enrolled *Dependents*, for continuation of coverage for a period of 90 days. The *Group* is responsible for notifying *Subscribers* of their eligibility.

Note: Same-sex marriages legally entered into in Massachusetts are recognized under Massachusetts law. Plant closing continuation provisions therefore do apply to same-sex *Spouses*. Contact your employer for more information.

Please call your *Group* or the *Tufts HP* Member Services Department for more information about this continuation coverage.

Chapter 5 - 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 the Office of Patient Protection.

All grievances and appeals should be sent to *Tufts HP* at the following address:

Tufts Health Plan

Attn: Appeals and Grievances Dept.

705 Mt. Auburn Street

P.O. Box 9193

Watertown, MA 02472-9193

Fax: 617-972-9509

All calls should be directed to *Tufts HP's* Member Services at **1-800-462-0224**. Alternatively, you may submit your grievance or appeal at the address listed above.

Internal Inquiry Call a *Tufts HP* Member Representative to discuss concerns you may have regarding your healthcare. Every effort will be made to resolve your concerns within three (3) business days. If your concerns cannot be resolved within three (3) business days or if you tell a Member Representative that you are not satisfied with the response you have received from *Tufts HP*, we will send you a letter describing any options you may have, including the right to have your inquiry processed as a grievance or appeal. If you choose to file a grievance or appeal, you will receive written acknowledgement and written resolution in accord with the timelines outlined below.

Tufts HP maintains records of each inquiry made by a *Member* or by that *Member's* authorized representative. The records of these inquiries and the response provided by *Tufts HP* are subject to inspection by the Commissioner of Insurance and the Health Policy Commission.

Important Note: In many instances, we will ask you to direct your initial concern to Medicare (since Medicare will make the primary determination on your health care benefits). Information is available by contacting your local Social Security office or via the internet on the official Medicare Web site at www.medicare.gov.

Member Grievance Process

A grievance is a formal complaint about actions taken by *Tufts HP* or a *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 *Tufts HP* as soon as possible to explain your concern. Grievances may be filed either verbally or in writing. If you choose to file a grievance verbally, please call a *Tufts Health Plan* Member Specialist, who 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 and send it to the address provided at the beginning of this section. Your explanation should include:

- your name and address;
- your *Tufts HP* Member ID number;
- a detailed description of your concern (including relevant dates, any applicable medical information, and *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.

Administrative Grievance Timeline

- If you file your grievance in writing, within five (5) business days after receiving your letter, we will notify you by mail that your letter has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Specialist coordinating the review of your grievance.
- If you file your grievance verbally, within forty-eight (48) hours we will send you a written confirmation of our understanding of your concerns. We will also include the name, address, and telephone number of the person coordinating the review.
- If your request for review was first addressed through the internal inquiry process, and does not require the review of medical records, the thirty (30) calendar day review period will begin the day following the end of the three (3) business day internal inquiry process or earlier if you notify *Tufts HP* that you are not satisfied with the response you received during the Internal Inquiry process.
- If your grievance requires the review of medical records, you will receive a form that you will need to sign which authorizes your *Providers* to release medical information relevant to your grievance to *Tufts HP*. You must sign and return the form before *Tufts HP* can begin the review process. If you do not sign and return the form to *Tufts HP* within thirty (30) business days of the date you filed, *Tufts HP* may issue a response to your grievance without having reviewed the medical records. You will have access to any medical information and records relevant to your grievance which are in the possession and control of *Tufts HP*.
- *Tufts HP* will review your grievance, and will send you a letter regarding the outcome, as allowed by law, within thirty (30) calendar days of receipt.
- The time limits in this process may be waived or extended beyond the time allowed by law upon mutual written agreement between you or your authorized representative and *Tufts HP*.

Clinical Grievances

A clinical grievance is a complaint about the quality of care or services that you have received. If you have concerns about your medical care, you should discuss them directly with your *Provider*. If you are not satisfied with your *Provider's* response or do not wish to address your concerns directly with your *Provider*, you may contact Member Services to file a clinical grievance.

If you file your grievance in writing, we will notify you by mail, within five (5) business days after receiving your letter, that your letter has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Specialist coordinating the review of your grievance. If you file your grievance verbally, we will send you a written confirmation of our understanding of your concerns within forty-eight (48) hours. We will also include the name, address, and telephone number of the person coordinating the review.

Tufts HP will review your grievance and will notify you in writing regarding the outcome, as allowed by law, within thirty (30) calendar days of receipt. The review period may be extended up to an additional thirty (30) days if additional time is needed to complete the review of your concern. You will be notified in writing if the review timeframe is extended.

"Reconsideration"

If you are not satisfied with the result of the Clinical Grievance review process, you may request a "reconsideration". If you so choose, your concerns will be reviewed by a clinician who was not involved in the initial review process. Upon request for a reconsideration, your concerns will be reviewed within thirty (30) calendar days. You will be notified in writing of the results of the review.

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 HP* based on medical necessity (an adverse determination) or a denial of coverage for a specifically excluded service or supply. The *Tufts Health Plan* Appeals and Grievances Department will review all of the information submitted upon appeal, taking into consideration your benefits as detailed in this *Evidence of Coverage*.

It is important that you contact *Tufts HP* 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 to file an internal appeal. Appeals may be filed either verbally or in writing. If you would like to file a verbal appeal, call a *Tufts HP* Member Representative who 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 and send it to the address provided at the beginning of this section. You may also submit your appeal in person at the address listed at the beginning of this chapter.

Your explanation should include:

- your name and address;
- your *Tufts HP* Member ID number;
- a detailed description of your concern (including relevant dates, any applicable medical information, and Provider names); and
- any supporting documentation.

Appeals Timeline

- If you file your appeal verbally or in writing, we will notify you in writing, within forty-eight (48) hours after receiving your written or verbal appeal, that your appeal has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Specialist coordinating the review of your appeal and our understanding of your concerns.
- If your request for review was first addressed through the internal inquiry process, and does not require the review of medical records, the thirty (30) calendar day review period will begin the day following the end of the three (3) day internal inquiry process or earlier if you notify *Tufts HP* that you are not satisfied with the response you received during the internal inquiry process.
- *Tufts HP* will review your appeal, make a decision, and send you a decision letter within 30 calendar days of receipt.
- The time limits in this process may be waived or extended beyond the time allowed by law upon mutual verbal or written agreement between you or your authorized representative and *Tufts HP*.

Note: If you need help, the Consumer Assistance Program in Massachusetts can help you file your appeal. Contact:

Health Care for All
30 Winter Street, Suite 1004
Boston, MA 02108
(800) 272-4232
<http://www.hcfama.org/helpline>

This extension may be necessary if we are waiting for medical records that are necessary for the review of your appeal and have not received them. The Appeals and Grievances Specialist handling your case will notify you in advance if an extension may be needed. In addition, a letter will be sent to you confirming the extension.

When Medical Records are Necessary

If your appeal requires the review of medical records you will receive a form that you will need to sign which authorizes your *Providers* to release to *Tufts HP* medical information relevant to your Appeal. You must sign and return the form before *Tufts HP* can begin the review process. If you do not sign and return the form to *Tufts HP* within thirty (30) calendar days of the date you filed your appeal, *Tufts HP* may issue a response to your request without having reviewed the medical records. You will have access to any medical information and records relevant to your appeal, which are in the possession and control of *Tufts HP*.

Who Reviews Appeals?

If the appeal involves a medical necessity determination, an actively practicing health care professional in the same or similar specialty as typically treats the medical condition, performs the procedure, or provides the treatment that is under review, and who did not participate in any of the prior decisions on the case, will take part in the review. In addition, a committee made up of managers and clinicians from various *Tufts HP* departments will review your appeal. A committee within the Appeals and Grievances Department will review appeals involving non-covered services.

**Appeal
Response
Letters**

The letter you receive from *Tufts HP* 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 determination (a decision based on medical necessity) will include: the specific information upon which the adverse determination was based; *Tufts HP's* 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; notification of the steps for requesting external review by the Office for Patient Protection; the titles and credentials of the individuals who reviewed the case ; and the availability of translation services and consumer assistance programs. Please note that requests for coverage of services that are specifically excluded in your *Evidence of Coverage* (EOC) are not eligible for external review.

An appeal not properly acted on by *Tufts HP* within the time limits of Massachusetts law and regulations, including any extensions made by mutual written agreement between you or your authorized representative and *Tufts HP*, shall be deemed resolved in your favor.

**Expedited
Appeals**

Tufts HP recognizes that there are circumstances that require a quicker turnaround than the 30 calendar days allotted for the standard Appeals Process. *Tufts HP* 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. Should you feel that your request meets the criteria cited above, you or your attending *Provider* should contact the Member Services Department. Under these circumstances, you will be notified of *Tufts HP's* decision within 2 business days, but no later than seventy-two (72) hours (whichever is less) after the review is initiated.

If your treating *Provider* (the practitioner responsible for the treatment or proposed treatment) certifies that the service being requested is *Medically Necessary*; that a denial of coverage for such services would create a substantial risk of serious harm; and such risk of serious harm is so immediate that the provision of such services should not await the outcome of the normal appeal process, you will be notified of *Tufts HP's* decision within forty-eight (48) hours of the receipt of certification. If you are appealing coverage for *Durable Medical Equipment* (DME) that *Tufts HP* determined was not *Medically Necessary*, you will be notified of *Tufts HP's* decision within less than forty-eight (48) hours of the receipt of certification. If you are an *Inpatient* in a hospital, *Tufts HP* will notify you of the decision before you are discharged. If your appeal concerns the termination of ongoing coverage or treatment, the disputed coverage shall remain in effect at *Tufts HP's* expense through the completion of the Internal Appeals Process. Only those services which were originally authorized by *Tufts Health Plan* and which were not terminated pursuant to a specific time or episode-related exclusion will continue to be covered.

If you have a terminal illness, we will notify you of *Tufts HP's* decision within five (5) days of receiving your appeal. If *Tufts HP's* decision is to deny coverage, you may request a conference.

We will schedule the conference within 10 days (or within 5 business days if your *Provider* determines, after talking with a *Tufts Health Plan* Medical Affairs Department Physician or Psychological Testing Reviewer, that based on standard medical practice the effectiveness of the proposed treatment or alternative covered treatment would be materially reduced if not provided at the earliest possible date). You may bring another person with you to the conference. At the conference, you and/or your authorized representative, if any, and a representative of *Tufts HP* who has authority to determine the disposition of the appeal shall review the information provided.

If the appeal is denied, the decision will include the specific medical and scientific reasons for denying the coverage, and a description of any alternative treatment, services or supplies that would be covered.

**Conference
(Walk-in)
Appeals**

If the case involves an adverse determination (*Medical Necessity* determination), you or your representative may also appear in person or by conference call to present your appeal. This is an opportunity for you to present additional information to the Committee that may be better communicated in person. If you would like to present your appeal in person, you must request this option. A Member Appeals Analyst will contact you to schedule a date and time to appear. You will have approximately twenty minutes to address the Committee. The Committee will not make a decision while you are present, but the Member Appeals Analyst will notify you of a decision after it has been made.

If You are Not Satisfied with the Appeals Decision

**"Recon-
sideration"**

In circumstances where relevant medical information (1) was received too late to review within the thirty (30) calendar day time limit; or (2) was not received but is expected to become available within a reasonable time period following the written resolution, you may choose to request a reconsideration. *Tufts HP* may allow the opportunity for reconsideration of a final adverse determination. If you request a reconsideration you must agree in writing to a new time period for review. The time period will be no greater than thirty (30) calendar days from the agreement to reconsider the appeal.

**External
Review by The
Office
of Patient
Protection**

The Office of Patient Protection, which is not connected in any way with *Tufts HP*, administers an independent external review process for final coverage determinations based on medical necessity (final adverse determination). Appeals for coverage of services specifically excluded in your EOC are not eligible for external review.

To request an external review by the Office of Patient Protection, you must file your request in writing with the Office of Patient Protection within four (4) months of your receipt of written notice of the denial of your appeal by *Tufts Health Plan*. The letter from *Tufts Health Plan* notifying you of the denial will contain the forms and other information that you will need to file an appeal with the Office of Patient Protection. The review panel will make a decision within forty-five (45) calendar days for standard reviews and within seventy-two (72) hours for expedited reviews.

You or your authorized representative may request to have your review processed as an expedited external review. Any request for an expedited external review must contain a certification, in writing, from a *Provider*, that delay in providing or continuation of health care services that are the subject of a final adverse determination would pose a serious and immediate threat to your health. Upon a finding that a serious and immediate threat to your health exists, the Office of Patient Protection will qualify such request as eligible for an expedited external review.

Your cost for an external review by the Office of Patient Protection is \$25.00. This payment should be sent to the Office of Patient Protection, along with your written request for a review. The Office of Patient Protection may waive this fee if it determines that the payment of the fee would result in an extreme financial hardship to you and shall refund the fee to the insured if the adverse determination is reversed in its entirety. *Tufts Health Plan* will pay the remainder of the cost for an external review. Upon completion of the external review, the Office of Patient Protection shall bill *Tufts Health Plan* the amount established pursuant to contract between the Massachusetts Health Policy Commission and the assigned external review agency minus the \$25 fee which is your responsibility. You will not be required to pay more than \$75 per plan year, regardless of the number of external review requests submitted.

**External
Review by The
Office
of Patient
Protection,
continued**

You, or your authorized representative, will have access to any medical information and records relating to your appeal, in the possession of the *Tufts HP* or under its control.

If the subject matter of the external review involves the termination of ongoing services, you may apply to the external review panel to seek the continuation of coverage for the terminated service during the period the review is pending. The review panel may order the continuation of coverage where it determines that substantial harm to your health may result absent such continuation or for such other good cause, as the review panel shall determine. Any such continuation of coverage will be at *Tufts HP's* expense regardless of the final external review determination.

The decision of the review panel will be binding on *Tufts HP*. If the external review agency overturns a *Tufts HP* decision in whole or in part, *Tufts HP* will send you a written notice within five (5) business days of receipt of the written decision from the review agency. This notice will:

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

Please note, if you are not satisfied with *Tufts HP's* member satisfaction process, you have the right at any time to contact the Commonwealth of Massachusetts at either the Division of Insurance Bureau of Managed Care at 617-521-7372 or the Health Policy Commission's Office of Patient Protection at:

Health Policy Commission, Office of Patient Protection

50 Milk Street

Boston, MA 02109

Phone: 1-800-436-7757 / Fax: 1-617-624-5046/

Internet: www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/patient-protection

E-mail: HPC-OPP@state.ma.us

Bills from Providers

Bills from Providers

Medical Expenses

Occasionally, you may receive a bill from a *Provider* for *Covered Services*. Before paying the bill, contact the *Tufts HP* Member Services Department.

If you do pay the bill, you must send the following information to the Member Reimbursement Medical Claims Department:

- a completed, signed Member Reimbursement Medical Claim Form, which can be obtained from the *Tufts HP* Web site or by contacting the *Tufts HP* Member Services Department; and
- the documents listed on the Member Reimbursement Medical Claim Form that required for proof of service and payment.

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

Please note: You must contact *Tufts HP* regarding your bill(s) or send your bill(s) to *Tufts HP* within twelve months from the date of service. If you do not, the bill cannot be considered for payment. Most completed reimbursement requests are processed within 4-6 weeks. Incomplete requests and requests for services rendered outside of the United States may take longer.

Tufts HP reserves the right to be reimbursed by the *Member* for payments made due to *Tufts HP's* 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 Representative or through our web site at www.tuftshealthplan.com.

Limitation on Actions

Limitation on Actions

You cannot file a lawsuit against *Tufts HP* for failing to pay or arrange for *Covered Services* unless you have completed the *Tufts HP* Member Satisfaction Process and file the lawsuit within two years from the time the cause of action arose. For example, if you want to file a lawsuit because you were denied coverage under this *Group Contract*, you must first complete our Member Satisfaction Process, and then file your lawsuit within the next two years after the date you were first sent a notice of the denial. Going through the Member Satisfaction Process does not extend the time limit for filing a lawsuit beyond the two years after the date you were first denied coverage. However, if you choose to pursue external review by the Office of Patient Protection, the days from the date your request is received by the Office of Patient Protection until the date you receive the response are not counted toward the two-year limit.

Chapter 6 - 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 Health Plan 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;
- no-fault, personal injury protection ("PIP"), or medical payments coverage ("MedPay") under any automobile policy to the extent permissible by law;
- 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.

Workers' compensation

Employers provide workers' compensation insurance for their employees 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. *Tufts HP* will not provide coverage for any injury or illness for which it determines that benefits are available under any workers' compensation coverage or equivalent employer liability, or indemnification law (whether or not the employer has obtained workers' compensation coverage as required by law).

If *Tufts HP* pays for the costs of health care services or medications for any work-related illness or injury, *Tufts HP* has 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 *Tufts HP* for any work-related illness or injury, please contact the *Tufts HP* Member Services Department.

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 *Tufts HP* for the cost of health care services, supplies, medications, and expenses for which *Tufts HP* 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;
- no-fault PIP, or MedPay under any automobile policy to the extent permissible by law;
- 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.

Tufts HP has the right to be reimbursed up to the amount of any payment received by you to the extent permissible by law. 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.

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 written representative fails to cooperate with Tufts Health Plan, you shall be responsible for all benefits provided by this plan in addition to costs and attorney's fees incurred by Tufts Health Plan in obtaining repayment.

Subrogation Agent

Tufts HP may contract with a third party to administer subrogation recoveries. In such case, that subcontractor will act as *Tufts HP's* agent.

Constructive Trust

By accepting benefits from *Tufts Health Plan* (whether the payment of such benefits is made to you directly or made on your behalf, for example, to a *Provider*), 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. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to *Tufts Health Plan*.

Coordination of Benefits

Benefits under other plans	<p>You may have benefits under other plans for hospital, medical, dental or other health care expenses.</p> <p><i>Tufts HP</i> has a coordination of benefits program (COB) that prevents duplication of payment for the same health care services. We will coordinate benefits payable for <i>Covered Services</i> with benefits payable by other plans, consistent with Massachusetts law, 211 CMR 38.00 <i>et seq.</i></p> <p>Note: We coordinate benefits with Medicare according to federal law, rather than state law.</p>
Primary and secondary plans	<p><i>Tufts HP</i> will coordinate benefits by determining</p> <ul style="list-style-type: none">• which plan has to pay first when you make a claim, and• which plan has to pay second. <p><i>Tufts HP</i> determines the order of benefits using the first applicable rule set forth in 211 CMR 38.05 and pay or provide benefits pursuant to the rules set forth in 211 CMR 38.04 and 211 CMR 38.06. These regulations are available on the Massachusetts state website, www.mass.gov/code-of-massachusetts-regulations-cmr.</p>
Right to receive and release necessary information	<p>When you enroll, you must include information on your membership application about other health coverage you have.</p> <p>After you enroll, you must notify <i>Tufts HP</i> of new coverage or termination of other coverage. <i>Tufts HP</i> may ask for and give out information needed to coordinate benefits.</p> <p>You agree to provide information about other coverage and cooperate with <i>Tufts HP's</i> COB program.</p>
Right to recover overpayment	<p><i>Tufts HP</i> may recover, from you or any other person or entity, any payments made that are greater than payments it should have made under the COB program. <i>Tufts HP</i> will recover only overpayments actually made.</p>
For more information	<p>For more information about COB, contact the <i>Tufts HP</i> Liability Recovery (COB) Department at 1-888-880-8699, x21098. You can also call a Member Representative at 1-800-462-0224 and have your call transferred to the <i>Tufts HP</i> Liability Recovery Department.</p>

Use and Disclosure of Medical Information

Tufts Health Plan mails a separate "Notice of Privacy Practices" to all Subscribers to explain how *Tufts HP* uses and discloses your medical information. If you have questions or would like another copy of our "Notice of Privacy Practices", please call a Member Representative at 1-800-462-0224. Information is also available on our Web site at www.tuftshealthplan.com.

Relationships between *Tufts HP* and *Providers*

Tufts HP and Providers *Tufts HP* arranges health care services. *Tufts HP* does not provide health care services. *Tufts HP* has agreements with *Providers* practicing in their private offices throughout the *Tufts HP Service Area*. These *Providers* are independent. They are not *Tufts HP* employees, agents or representatives. *Providers* are not authorized to:

- change this *Evidence of Coverage*; or
- assume or create any obligation for *Tufts HP*.

Tufts HP is not liable for acts, omissions, representations or other conduct of any *Provider*.

Circumstances Beyond *Tufts Health Plan's* Reasonable Control

Circumstances beyond *Tufts HP'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 the reasonable control of *Tufts HP*. Such circumstances include, but are not limited to: major disaster; epidemic; strike; war; riot; and civil insurrection. In such circumstances, *Tufts HP* will make a good faith effort to arrange for the provision of services. In doing so, *Tufts HP* will take into account the impact of the event and the availability of *Tufts HP Providers*.

Group Contract

Acceptance of the terms of the Group Contract	By signing and returning the membership application form, you apply for <i>Group</i> coverage and agree to all the terms and conditions of the <i>Group Contract</i> , including this <i>Evidence of Coverage</i> .
Payments for coverage	<p><i>Tufts HP</i> will bill your <i>Group</i> and your <i>Group</i> will pay <i>Premiums</i> to <i>Tufts HP</i> for you. <i>Tufts HP</i> is not responsible if your <i>Group</i> fails to pay the <i>Premium</i>.</p> <p>Note: If your <i>Group</i> fails to pay the <i>Premium</i> on time, <i>Tufts HP</i> may cancel your coverage in accordance with the <i>Group Contract</i> and applicable state law.</p> <p><i>Tufts HP</i> may change the <i>Premium</i>. If the <i>Premium</i> is changed, the change will apply to all <i>Members</i> in your <i>Group</i>.</p>
Changes to this Evidence of Coverage	<p><i>Tufts HP</i> may change this <i>Evidence of Coverage</i>. Changes do not require your consent. Notice of changes in <i>Covered Services</i> will be sent to your <i>Group</i> at least 60 days before the effective date of the modifications and will</p> <ul style="list-style-type: none">• include information regarding any changes in clinical review criteria; and• detail the effect of such changes on a <i>Member's</i> personal liability for the cost of such changes. <p>An amendment to this <i>Evidence of Coverage</i> describing the changes will be sent to you and will include the effective date of the change. Changes will apply to all benefits for services received on or after the <i>Effective Date</i> with one exception.</p> <p>Exception: A change will not apply to you if you are an <i>Inpatient</i> on the effective date of the change until the earlier of</p> <ul style="list-style-type: none">• your discharge date, or• the date Annual Coverage Limitations are used up. <p>Note: If changes are made, they will apply to all <i>Members</i> in your <i>Group</i>, not just to you.</p>
Notice	<p><u>Notice to <i>Members</i></u>: When <i>Tufts HP</i> sends a notice to you, it will be sent to your last address on file with <i>Tufts HP</i>.</p> <p><u>Notice to <i>Tufts HP</i></u>: <i>Members</i> should address all correspondence to:</p> <p><i>Tufts Health Plan</i> 705 Mount Auburn Street P.O. Box 9173 Watertown, MA 02472-9173</p>
Enforcement of terms	<i>Tufts HP</i> may choose to waive certain terms of the <i>Group Contract</i> , if applicable, including the <i>Evidence of Coverage</i> . This does not mean that <i>Tufts HP</i> gives up its rights to enforce those terms in the future.
When this Evidence of Coverage is Issued and Effective	This <i>Evidence of Coverage</i> is issued and effective on your <i>Group Anniversary Date</i> on or after January 1, 2019 and supersedes all previous <i>Evidences of Coverage</i> .

Appendix A -Glossary of Terms

Terms and Definition table	The table below defines the terms used in this <i>Evidence of Coverage</i> .
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Term	Definition
Annual Coverage Limitations	Annual dollar or time limitations on <i>Covered Services</i> .
Authorized Reviewer	<p><i>Authorized Reviewers</i> review and approve certain services and supplies to <i>Members</i>. They are:</p> <ul style="list-style-type: none"> • Tufts HP's Chief Medical Officer (or equivalent); or • someone he or she names.
Benefit Period	The way that Medicare measures your use of hospital and <i>Skilled</i> nursing facility services. A <i>Benefit Period</i> begins the day you go to a hospital or <i>Skilled</i> nursing facility. The <i>Benefit Period</i> ends when you have not received hospital or <i>Skilled</i> nursing care for 60 days in a row. If you go into the hospital after one <i>Benefit Period</i> has ended, a new <i>Benefit Period</i> begins. You must pay the <i>Inpatient</i> hospital deductible for each <i>Benefit Period</i> . There is no limit to the number of <i>Benefit Periods</i> you can have.
Biologically-based Mental Disorders	<p>The following <i>Mental Disorders</i>:</p> <ul style="list-style-type: none"> • schizophrenia; • schizoaffective disorder; • major depressive disorder; • bipolar disorder; • paranoia and other psychotic disorders; • obsessive-compulsive disorder; • panic disorder; • delirium and dementia; • affective disorders; and • any other mental disorders added by the Commissioners of the Department of Mental Health and the Division of Insurance.
Board-Certified Behavior Analyst (BCBA)	A <i>Board-Certified Behavior Analyst (BCBA)</i> meets the qualifications of the Behavior Analyst Certification Board (BACB) by achieving a master's degree, training, experience, and other requirements. A <i>BCBA</i> professional conducts behavioral assessments, designs and supervises behavior analytic interventions, and develops and implements assessment and interventions for <i>Members</i> with diagnoses of autism spectrum disorders. <i>BCBAs</i> may supervise the work of Board-Certified Assistant Behavior Analysts and other <i>Paraprofessionals</i> who implement behavior analytic interventions.

Coinsurance	<p>The percentage of costs you must pay for certain <i>Covered Services</i>.</p> <p>For services provided by a <i>Non-Tufts HP Provider</i>, your share is a percentage of the <i>Reasonable Charge</i> for those services.</p> <p>For services provided by a <i>Tufts HP Provider</i>, your share is a percentage of:</p> <ul style="list-style-type: none"> • the applicable <i>Tufts HP</i> fee schedule amount for those services; and • the <i>Tufts HP Provider's</i> actual charges for those services, whichever is less. <p>Costs in excess of the <i>Reasonable Charge</i> are not subject to <i>Coinsurance</i>. The <i>Member</i> is responsible for paying for costs in excess of the <i>Reasonable Charge</i>.</p> <p>Note: The <i>Member's</i> share percentage is based on the <i>Tufts Health Plan Provider</i> payment at the time the claim is paid, and does not reflect any later adjustments, payments, or rebates that are not calculated on an individual claim basis.</p>
Copayment	<p>Fees you pay for <i>Covered Services</i>. <i>Copayments</i> are paid to the <i>Provider</i> when you receive care unless the <i>Provider</i> arranges otherwise.</p>
Cost Sharing Amount	<p>The cost you pay for certain <i>Covered Services</i>. This amount may consist of <i>Copayments</i> and/or <i>Coinsurance</i>.</p>
Covered Services	<p>The services and supplies for which <i>Tufts HP</i> will pay. They must be</p> <ul style="list-style-type: none"> • described in Chapter 3; • <i>Medically Necessary</i>; and • given or authorized by your <i>PCP</i> and in some cases approved by an <i>Authorized Reviewer</i>. <p>Note: <i>Covered Services</i> do not include any tax, surcharge, assessment or other similar fee imposed under any state or federal law or regulation on any <i>Provider</i>, <i>Member</i>, service, supply, or medication.</p>
Covering Provider	<p>The <i>Provider</i> named by your <i>PCP</i> to give or authorize services in your <i>PCP's</i> absence.</p>
Custodial Care	<ul style="list-style-type: none"> • Care given primarily to assist in the activities of daily living, such as bathing, dressing, eating, and maintaining personal hygiene and safety; • care given primarily for maintaining the <i>Member's</i> or anyone else's safety, when no other aspects of treatment require an acute hospital level of care; • services that could be given by people without professional skills or training; or • routine maintenance of colostomies, ileostomies, and urinary catheters; or • adult and pediatric day care. <p>In cases of behavioral health care, <i>Inpatient</i> care given primarily</p> <ul style="list-style-type: none"> • for maintaining the <i>Member's</i> 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. <p>Note: <i>Custodial Care</i> is not covered by <i>Tufts HP</i>.</p>
Day Surgery	<p>Any surgical procedure(s) provided to a <i>Member</i> at a facility licensed by the state to perform surgery, and with an expected departure the same day, or in some instances, within twenty-four hours. Also referred to as "Ambulatory Surgery" or "Surgical Day Care."</p>
Deductible	<p>The amount you must pay for health care, before Medicare begins to pay for Medicare <i>Covered Services</i>. There is a <i>Deductible</i> for each <i>Benefit Period</i> for Part A, and each year for Part B. These amounts can change every year.</p>

Designated Facility for <i>Inpatient</i> Behavioral Health/ <i>Inpatient</i> Substance Use Disorder Services	A facility licensed to treat Behavioral Disorders and / or substance use (alcohol and drug). This facility has an agreement with <i>Tufts HP</i> to provide <i>Inpatient</i> or day treatment services to <i>Members</i> assigned to the facility. Also referred to as “Designated Facility”.
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 <ul style="list-style-type: none"> • <i>Tufts HP PCPs</i> and their affiliated <i>Tufts HP Hospital</i>; and • certain other <i>Tufts HP Providers</i>. Note: This booklet is updated from time to time to show changes in <i>Providers</i> affiliated with <i>Tufts HP</i> . For information about the <i>Providers</i> listed in the <i>Directory of Health Care Providers</i> , you can call <i>Tufts HP</i> Member Services at 1-800-462-0224 or check our Web site at www.tuftshealthplan.com .
Durable Medical Equipment	Devices or instruments of a durable nature that <ul style="list-style-type: none"> • 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 <i>Tufts HP's</i> records, when you become a <i>Member</i> and are first eligible for <i>Covered Services</i> .
Emergency	An illness or medical condition, whether physical, behavioral, related to substance abuse or mental, 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 lay person, who possesses an average knowledge of health and medicine, to result in: <ul style="list-style-type: none"> • serious jeopardy to the physical and / or mental health of a <i>Member</i> or another person (or with respect to a pregnant <i>Member</i>, the <i>Member's</i> or her unborn child's physical and / or mental health); • 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 <i>Member</i> or her unborn child in the event of transfer to another hospital before delivery. Some examples of illnesses or medical conditions requiring <i>Emergency</i> 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.
Evidence of Coverage	This document and any future amendments.

Experimental or Investigative	<p>A service, supply, treatment, procedure, device, or medication (collectively "treatment") is considered <i>Experimental or Investigative</i> and therefore not <i>Medically Necessary</i>, if any of the following is true:</p> <ul style="list-style-type: none"> • 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; • 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; <ul style="list-style-type: none"> • 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; • 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. <p>This definition is fully explained in the corresponding Medical Necessity Guidelines.</p>
Group	<p>An employer or other legal entity with which <i>Tufts HP</i> has an agreement to provide group coverage. An employer <i>Group</i> subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, is the ERISA plan sponsor. The <i>Group</i> is your agent and is not <i>Tufts HP's</i> agent.</p>
Group Anniversary Date	<p>The date upon which the <i>Group Contract</i> first renews and each successive annual renewal date.</p>
Group Contract	<p>The agreement between <i>Tufts HP</i> the <i>Group</i> under which</p> <ul style="list-style-type: none"> • <i>Tufts HP</i> agrees to provide <i>Group Coverage</i>; and • the <i>Group</i> agrees to pay a <i>Premium</i> to <i>Tufts HP</i> on your behalf. <p>The <i>Group Contract</i> includes this <i>Evidence of Coverage</i> and any amendments.</p>
Individual Coverage	<p>Coverage for a <i>Subscriber</i> only.</p>
Inpatient	<p>A patient who is</p> <ul style="list-style-type: none"> • 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.

Medically Necessary	<p>A service or supply that is consistent with generally accepted principles of professional medical practice as determined by whether that service or supply:</p> <ul style="list-style-type: none"> • Is the most appropriate available supply or level of services for the <i>Member</i> in question considering potential benefits and harms to that individual; • Is known to be effective, based on scientific evidence, professional standards and expert opinion, in improving health outcomes; or • for services and interventions not in widespread use, is based on scientific evidence. <p>In determining coverage for <i>Medically Necessary Services</i>, <i>Tufts HP</i> uses <i>Medical Necessity Guidelines</i> which are:</p> <ul style="list-style-type: none"> • developed with input from practicing <i>Providers</i> in the <i>Tufts HP Service Area</i>; • 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 • scientific evidence-based, if practicable.
Member	A person enrolled in <i>Tufts HP</i> under the <i>Group Contract</i> , also referred to as "you."
Mental Disorders	Psychiatric illnesses or diseases listed as <i>Mental Disorders</i> in the latest edition, at the time treatment is given, of the American Psychiatric Association's Diagnostic and Statistical Manual: <i>Mental Disorders</i> regardless of whether the cause of the illness or disease is organic.

Non-Conventional Medicine	<p>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 <i>Tufts Health Plan</i> definition of <i>Medical Necessity</i> 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 <i>Non-Convention Medicine</i> services often request payment up front because health insurance typically does not cover these services.</p> <p>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 <i>Non-Conventional Medicine</i> and related services include, but are not limited to:</p> <ul style="list-style-type: none"> • 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 <i>Non-Conventional Medicine</i> services (e.g., animal therapy, art therapy, dance therapy, sleep therapy, light therapy, energy-balancing, breathing exercises).
Observation	<p>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.</p>
Open Enrollment Period	<p>The period each year when <i>Tufts HP</i> and the <i>Group</i> allow eligible persons to apply for <i>Group</i> coverage in accordance with the <i>Group Contract</i>.</p>
Outpatient	<p>A patient who receives care other than on an Inpatient basis. This includes services provided in:</p> <ul style="list-style-type: none"> • a <i>Provider's</i> office; • a Day Surgery or ambulatory care unit; and • an <i>Emergency</i> room or <i>Outpatient</i> clinic.
Paraprofessional	<p>As it pertains to the treatment of autism and autism spectrum disorders, a <i>Paraprofessional</i> is an individual who performs applied behavioral analysis (ABA) services under the supervision of a <i>Board-Certified Behavior Analyst (BCBA)</i>.</p>
Provider Organization	<p>A <i>Provider Organization</i> is comprised of doctors and other health care <i>Providers</i> who practice together in the same community and who often admit patients to the same hospital in order to provide their patients with a full range of care.</p>

Premium	The total monthly cost of <i>Individual Coverage</i> which the <i>Group</i> pays to <i>Tufts HP</i> .
Primary Care Provider (PCP)	The <i>Tufts HP</i> physician or nurse practitioner you have chosen from the <i>Tufts HP Directory of Health Care Providers</i> and who has an agreement with <i>Tufts HP</i> to provide primary care and to coordinate, arrange, and authorize the provision of <i>Covered Services</i> .
Provider	<p>A health care professional or facility licensed in accordance with applicable law, including, but not limited to, hospitals, limited service medical clinics, urgent care centers, if available, physicians, physician assistants, certified nurse midwives, certified registered nurse anesthetists, nurse practitioners, optometrists, podiatrists, psychiatrists, psychologists, licensed mental health counselors, licensed independent clinical social workers, licensed drug and alcohol counselors I; licensed marriage and family therapists; licensed psychiatric nurses who are certified as clinical specialists in psychiatric and mental health nursing, licensed speech-language pathologists, and licensed audiologists.</p> <p><i>Tufts HP</i> will only cover services of a <i>Provider</i>, if those services are:</p> <ul style="list-style-type: none"> • listed as <i>Covered Services</i>; and • within the scope of the <i>Provider's</i> license. <p>Notes:</p> <ul style="list-style-type: none"> • With respect to <i>Outpatient</i> services for the treatment of alcoholism, <i>Provider</i> means an accredited or licensed hospital or any public or private facility or portion of that facility providing services especially for the rehabilitation of intoxicated persons or alcoholics and which is licensed by the Massachusetts Department of Public Health or under other applicable state law. • With respect to Inpatient Services for the treatment of alcoholism, <i>Provider</i> means: an accredited or licensed hospital or any public or private facility or portion of that facility providing services especially for the detoxification or rehabilitation of intoxicated persons or alcoholics and which is licensed by the Massachusetts Department of Public Health; or a residential alcohol treatment program, as defined under Massachusetts law or other applicable state law.
Rape-related Mental or Emotional Disorder	<p>A mental or emotional disorder related to a <i>Member</i> who is a victim of rape or assault with intent to commit rape.</p> <p><i>Rape-related Mental or Emotional Disorders</i> are covered when the costs for treatment exceed the maximum amount awarded under applicable Massachusetts law.</p>

Reasonable Charge	<p>The lesser of the:</p> <ul style="list-style-type: none"> • amount charged; or • amount that <i>Tufts HP</i> determines, based upon nationally accepted means of claims payment and the fees most often charged by similar <i>Providers</i> for the same service in the geographic area in which it is given, to be the reasonable amount for the service. Nationally accepted means of claims payment includes, but is not limited to: CMS medical coding policies, AMA CPT coding guidelines, nationally recognized academy and society coding and clinical guidelines. <p>With respect to out-of-network <i>Emergency</i> care, <i>Reasonable Charge</i> is the highest of: (1) the median amount negotiated with <i>Tufts Health Plan Providers</i> for the <i>Emergency</i> services; (2) the amount for the <i>Emergency</i> service calculated using the same method we generally use 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 <i>Emergency</i> service.</p> <p>Also referred to as "<i>Usual and Customary Charge</i>".</p>
Reserve Days	<p>Sixty days that Medicare will pay for when you are put in a hospital for more than 90 days of Medicare <i>Covered Services</i>. These 60 <i>Reserve Days</i> can be used only once during your lifetime. For each lifetime <i>Reserve Day</i>, Medicare pays all covered costs except for a daily <i>Coinsurance</i> amount.</p>

Service Area	<p>The <i>Service Area</i> is the geographical area within which <i>Tufts HP</i> has developed a network of <i>Providers</i> to afford <i>Members</i> with adequate access to <i>Covered Services</i>. The <i>Service Area</i> consists of the Standard <i>Service Area</i> and the Extended <i>Service Area</i>.</p> <p>The Standard <i>Service Area</i> is comprised of:</p> <ul style="list-style-type: none"> • all of Massachusetts; • all of Rhode Island; • all of New Hampshire; • The Extended <i>Service Area</i> includes certain towns in Connecticut, Maine, New York, and Vermont which surround the Standard <i>Service Area</i> and are within a reasonable distance from <i>Tufts Health Plan PCPs</i> and specialists who provide the most-often used services, such as behavioral health practitioners and physicians who are surgeons or OB/GYNs. <p>Notes:</p> <ul style="list-style-type: none"> • There are generally no <i>Tufts HP PCPs</i> located within the Extended <i>Service Area</i>. • For a list of cities and towns in the <i>Service Area</i>, you can call <i>Tufts HP Member Services</i> at 1-800-462-0224 or check our Web site at www.tuftshealthplan.com.
Skilled	A type of care which is <i>Medically Necessary</i> and must be provided by, or under the direct supervision of, licensed medical personnel. <i>Skilled</i> care is provided to achieve a medically desired and realistically achievable outcome.
Spouse	The <i>Subscriber's</i> legal spouse, according to the law of the state in which you reside.
Subscriber	<p>The person who:</p> <ul style="list-style-type: none"> • is an employee of the <i>Group</i>; • enrolls in <i>Tufts Health Plan</i> and signs the membership application form; and • in whose name the <i>Premium</i> is paid by a <i>Group</i>.
Tufts Health Plan or Tufts HP	Tufts Associated Health Maintenance Organization, Inc., a Massachusetts corporation d/b/a <i>Tufts Health Plan</i> . <i>Tufts Health Plan</i> is licensed by Massachusetts as a health maintenance organization (HMO). Also referred to as " <i>Tufts HP</i> ".
Tufts HP Hospital	A hospital which has an agreement with <i>Tufts Health Plan</i> to provide certain <i>Covered Services</i> to <i>Members</i> . <i>Tufts HP Hospitals</i> are independent. They are not owned by <i>Tufts Health Plan</i> . <i>Tufts HP Hospitals</i> are not <i>Tufts Health Plan's</i> agents or representatives, and their staff are not <i>Tufts Health Plan's</i> employees.
Tufts HP Provider	A <i>Provider</i> with which <i>Tufts Health Plan</i> has an agreement to provide <i>Covered Services</i> to <i>Members</i> . <i>Providers</i> are not <i>Tufts Health Plan's</i> employees, agents or representatives.
Urgent Care	<p>Care provided when your health is not in serious danger, but you need immediate medical attention for an unforeseen illness or injury. Examples of illnesses or injuries in which urgent care might be needed are a broken or dislocated toe, a cut that needs stitches but is not actively bleeding, sudden extreme anxiety, or symptoms of a urinary tract infection.</p> <p>Note: Care that is rendered after the <i>Urgent</i> condition has been treated and stabilized and the <i>Member</i> is safe for transport is not considered <i>Urgent Care</i>.</p>
Usual and Customary Charge	See " <i>Reasonable Charge</i> ".

Appendix B - ERISA Information and other State and Federal Notices

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.

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 a daily fee 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 Employee Benefits Security 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.

Types of claims

There are several different types of claims that you may submit for review. *Tufts HP'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, *Tufts HP* will respond to you within 72 hours after receipt of the claim. If *Tufts HP* determines 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. *Tufts HP* 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 decisions: 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 *Tufts HP* has already approved an ongoing course of treatment for you and considers reducing or terminating the treatment, *Tufts HP* 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, *Tufts HP* will respond to you within 24 hours after receipt of the request (provided that you make the request at least 24 hour 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, *Tufts HP* will respond to you within 15 days after receipt of the claim*. If *Tufts HP* determines 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 *Tufts HP* to make a determination, we will notify you within 15 days and describe the information that you need to provide to *Tufts HP*. 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, *Tufts HP* will respond to you within 30 days after receipt of the claim. If *Tufts HP* determines 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 *Tufts HP* to make a determination, we will notify you within 30 days and describe the information that you need to provide to *Tufts HP*.

PROCESSING OF CLAIMS FOR PLAN BENEFITS, continued

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.

* In accordance with Massachusetts law, *Tufts Health Plan* will make an initial determination regarding a proposed admission, procedure, or service that requires such a determination within two working days of obtaining all necessary information.

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. Effective October 28, 2009, deployment to a foreign country was added as a requirement for exigency leave.

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. Effective March 8, 2013, the definition of "covered service member" was expanded to include certain veterans.

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.

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/whd/fmla/finalrule/FMLAPoster.pdf>.

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)). It does not apply to products offered by Tufts Health Public Plans. 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 population-based activities relating to improving health or reducing health care costs; 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 or disclose your PHI so that you may be contacted 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, you may receive information about smoking cessation or weight management 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 plan 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 or 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 your 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 authorize 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 Representative at 1-800-462-0224 (TDD: 711) or write to:

Compliance Department
Tufts Health Plan
705 Mount Auburn Street
Watertown, MA 02472-1508

Effective Date of Notice

This Notice takes effect October 1, 2015. 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. 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 Representative at the number listed above. You can also download a copy from our Web site at 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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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.

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>.

