



# Evidence of Coverage

HEALTH BENEFIT PLAN

CLARKSVILLE-MONTGOMERY COUNTY EMPLOYEES INSURANCE TRUST  
Active Employees – Standard Plan  
2018



# Nondiscrimination Notice

BlueCross BlueShield of Tennessee (BlueCross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. BlueCross does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

BlueCross:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as: (1) qualified interpreters and (2) written information in other formats, such as large print, audio and accessible electronic formats.
- Provides free language services to people whose primary language is not English, such as: (1) qualified interpreters and (2) written information in other languages.

If you need these services, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711).

If you believe that BlueCross 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 (“Nondiscrimination Grievance”). For help with preparing and submitting your Nondiscrimination Grievance, contact a consumer advisor at the number on the back of your Member ID card or call 1-800-565-9140 (TTY: 1-800-848-0298 or 711). They can provide you with the appropriate form to use in submitting a Nondiscrimination Grievance. You can file a Nondiscrimination Grievance in person or by mail, fax or email. Address your Nondiscrimination Grievance to: Nondiscrimination Compliance Coordinator; c/o Manager, Operations, Member Benefits Administration; 1 Cameron Hill Circle, Suite 0019, Chattanooga, TN 37402-0019; (423) 591-9208 (fax); [Nondiscrimination\\_OfficeGM@bcbst.com](mailto:Nondiscrimination_OfficeGM@bcbst.com) (email).

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, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-565-9140 (TTY: 1-800-848-0298).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-565-9140 (رقم هاتف الصم والبكم: 800-848-0298-1)

**注意：**如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-565-9140 (TTY:1-800-848-0298)。

**CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-565-9140 (TTY:1-800-848-0298).

**주의:** 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-565-9140 (TTY: 1-800-848-0298) 번으로 전화해 주십시오.

**ATTENTION :** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-565-9140 (ATS : 1-800-848-0298).

ໂປດລາບ: ຖ້າ ງ່າ ງຸ ທຸ ກຸ ດວ ັ ງ າ ມາ ສາ ວາ ວ, ການ ບ ຸ ວ ັ ການ ຊ ຸ ວ ຍ ດ ຕ ັ ັ ອ ດ ັ ກ ມ າ ສາ, ໂດ ຍ ບ ຸ ັ ສ ັ ວ ັ ດ ັ ັ, ຄ ມ ຸ ນ ມ ຸ ັ ອ ມ ຸ ທ ຸ ັ ັ ັ. ໂທ ສ 1-800-565-9140 (TTY: 1-800-848-0298).

ማስታወሻ: የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚክተለው ቁጥር ይደውሉ 1-800-565-9140 (መስማት ለተሳናቸው: 1-800-848-0298)።

**ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-565-9140 (TTY: 1-800-848-0298).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-800-565-9140 (TTY:1-800-848-0298)

**注意事項：**日本語を話される場合、無料の言語支援をご利用いただけます。1-800-565-9140 (TTY:1-800-848-0298)まで、お電話にてご連絡ください。

**PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-565-9140 (TTY:1-800-848-0298).

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-565-9140 (TTY:1-800-848-0298) पर कॉल करें।

**ВНИМАНИЕ:** Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-565-9140 (телетайп: 1-800-848-0298).

-توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-565-9140 تماس بگیرید . (TTY:1-800-848-0298)

**ATANSYON:** Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-565-9140 (TTY: 1-800-848-0298).

**UWAGA:** Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-565-9140 (TTY: 1-800-848-0298).

**ATENÇÃO:** Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-565-9140 (TTY: 1-800-848-0298).

**ATTENZIONE:** In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-565-9140 (TTY: 1-800-848-0298).

**Díí baa akó nínízin:** Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kojł' hódííłnih 1-800-565-9140 (TTY: 1-800-848-0298).

**Employer Sponsored Plan  
Administered by BlueCross BlueShield of Tennessee, Inc. (BlueCross)**

**NOTICE**

**PLEASE READ THIS EVIDENCE OF COVERAGE CAREFULLY AND KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE. IT EXPLAINS YOUR BENEFITS AS ADMINISTERED BY BLUECROSS BLUESHIELD OF TENNESSEE, INC. IF YOU HAVE ANY QUESTIONS ABOUT THIS EVIDENCE OF COVERAGE OR ANY OTHER MATTER RELATED TO YOUR MEMBERSHIP IN THE PLAN, PLEASE WRITE OR CALL US AT:**

**CUSTOMER SERVICE DEPARTMENT  
BLUECROSS BLUESHIELD OF TENNESSEE, INC.  
1 CAMERON HILL CIRCLE.  
CHATTANOOGA, TENNESSEE 37402  
(800) 565-9140**



## TABLE OF CONTENTS

<b>SCHEDULE OF BENEFITS - CLARKSVILLE – MONTGOMERY COUNTY EMPLOYEES INSURANCE TRUST.....</b>	<b>3</b>
<b>SECTION I - ELIGIBILITY .....</b>	<b>16</b>
<b>SECTION II - INTER-PLAN ARRANGEMENTS.....</b>	<b>20</b>
<b>SECTION III - PRIOR AUTHORIZATION, CARE MANAGEMENT, MEDICAL POLICY AND PATIENT SAFETY ...</b>	<b>24</b>
<b>HEALTH AND WELLNESS SERVICES .....</b>	<b>26</b>
<b>SECTION IV - YOUR BENEFITS .....</b>	<b>27</b>
<b>SECTION V - LIMITATIONS/EXCLUSIONS.....</b>	<b>36</b>
<b>SECTION VI - CLAIMS AND PAYMENT .....</b>	<b>40</b>
<b>SECTION VII - COORDINATION OF BENEFITS .....</b>	<b>43</b>
<b>SECTION VIII - GRIEVANCE PROCEDURES.....</b>	<b>48</b>
<b>SECTION IX - SUBROGATION AND RIGHT OF REIMBURSEMENT .....</b>	<b>52</b>
<b>SECTION X - TERMINATION OF MEMBER COVERAGE.....</b>	<b>54</b>
<b>SECTION XI - CONTINUATION OF COVERAGE .....</b>	<b>55</b>
<b>SECTION XII - DEFINITION OF TERMS .....</b>	<b>58</b>
<b>REWARDS OR INCENTIVES .....</b>	<b>67</b>
<b>STATEMENT OF RIGHTS UNDER THE NEWBORNS’ AND MOTHERS’ HEALTH PROTECTION ACT .....</b>	<b>67</b>
<b>IMPORTANT NOTICE FOR MASTECTOMY PATIENTS .....</b>	<b>67</b>
<b>UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 .....</b>	<b>67</b>
<b>NOTICE OF PRIVACY PRACTICES.....</b>	<b>68</b>





## **INTRODUCTION**

This Evidence of Coverage (this “EOC”) was created for the Employer (listed on the cover of this EOC) as part of its Employee welfare plan (the “Plan”). References in this EOC to the “Administrator” mean BlueCross BlueShield of Tennessee, Inc., or BlueCross. The pronouns “we”, “us”, and “our” used throughout this EOC refer to BlueCross. The Employer has entered into an Administrative Services Agreement (ASA) with BlueCross for it to administer the claims Payments under the terms of the EOC, and to provide other services. BlueCross does not assume any financial risk or obligation with respect to Plan claims. BlueCross is not the Plan Sponsor, the Plan Administrator or the Plan Fiduciary. The Employer is the Plan Fiduciary, the Plan Sponsor and the Plan Administrator. These ERISA terms are used in this EOC to clarify their meaning, even though the Plan is not subject to ERISA. Other federal laws may also affect Your Coverage. To the extent applicable, the Plan complies with federal requirements.

This EOC describes the terms and conditions of Your Coverage through the Plan. It replaces and supersedes any Certificate or other description of benefits You have previously received from the Plan.

**PLEASE READ THIS EOC CAREFULLY. IT DESCRIBES THE RIGHTS AND DUTIES OF MEMBERS. IT IS IMPORTANT TO READ THE ENTIRE EOC. CERTAIN SERVICES ARE NOT COVERED BY THE PLAN. OTHER COVERED SERVICES ARE OR MAY BE LIMITED. THE PLAN WILL NOT PAY FOR ANY SERVICE NOT SPECIFICALLY LISTED AS A COVERED SERVICE, EVEN IF A HEALTH CARE PROVIDER RECOMMENDS OR ORDERS THAT NON-COVERED SERVICE.**

Employer has delegated discretionary authority to make any benefit or eligibility determinations to the administrator; the Employer also has the authority to make any final Plan determination. The Employer, as the Plan Administrator, and BlueCross also have the authority to construe the terms of Your Coverage. The Plan and BlueCross shall be deemed to have properly exercised that authority unless it abuses its discretion

when making such determinations, whether or not the Employer’s benefit plan is subject to ERISA. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

**ANY GRIEVANCE RELATED TO YOUR COVERAGE UNDER THIS EOC SHALL BE RESOLVED IN ACCORDANCE WITH THE “GRIEVANCE PROCEDURE” SECTION OF THIS EOC.**

In order to make it easier to read and understand this EOC, defined words are capitalized. Those words are defined in the “DEFINITIONS OF TERMS” section of this EOC.

Please contact one of the administrator’s consumer advisors, at the number listed on the Subscriber’s membership ID card, if You have any questions when reading this EOC. The consumer advisors are also available to discuss any other matters related to Your Coverage from the Plan.

## **INDEPENDENT LICENSEE OF THE BLUECROSS BLUESHIELD ASSOCIATION**

BlueCross is an independent corporation operating under a license from the BlueCross BlueShield Association (the “Association”). That license permits BlueCross to use the Association’s service marks within its assigned geographical location. BlueCross is not a joint venturer, agent or representative of the Association nor any other independent licensee of the Association.

## **RELATIONSHIP WITH NETWORK PROVIDERS**

### **1. Independent Contractors**

Network Providers are not Employees, agents or representatives of the administrator. Such Providers contract with the administrator, which has agreed to pay them for rendering Covered Services to Members. Network Providers are solely responsible for making all medical treatment decisions in consultation with their Member-patients. The Employer and the administrator do not make medical treatment decisions under any circumstances.

While the administrator has the authority to make benefit and eligibility

determinations and interpret the terms of Your Coverage, the Employer, as the Plan Administrator as that term is defined in ERISA, has the discretionary authority to make the final determination regarding the terms of Your Coverage (“Coverage Decisions”). Both the administrator and the Employer make Coverage Decisions based on the terms of this EOC, the ASA, the administrator’s participation agreements with Network Providers, the administrator’s internal guidelines, policies, procedures, and applicable State or Federal laws. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

The administrator’s participation agreements permit Network Providers to dispute Coverage Decisions if they disagree with those Decisions. If Your Network Provider does not dispute a Coverage Decision, You may request reconsideration of that Decision as explained in the Grievance Procedure section of this EOC. The participation agreement requires Network Providers to fully and fairly explain Coverage Decisions to You, upon request, if You decide to request that the administrator reconsider a Coverage Decision.

The administrator has established various incentive arrangements to encourage Network Providers to provide Covered Services to You in an appropriate and cost effective manner. You may request information about Your Provider’s Payment arrangement by contacting the administrator’s customer service department.

## **2. Termination of Providers’ Participation**

The administrator or a Network Provider may end their relationship with each other at any time. A Network Provider may also limit the number of Members that he, she or it will accept as patients during the term of this Agreement. The administrator does not promise that any specific Network Provider will be available to render services while You are covered.

## **3. Provider Directory**

A Directory of Network Providers is available at no additional charge to You. You may also check to see if a Provider is in Your Plan’s Network by going online to [www.bcbst.com](http://www.bcbst.com).

## **NOTIFICATION OF CHANGE IN STATUS**

Changes in Your status can affect the service under the Plan. To make sure the Plan works correctly, please notify the customer service department at the number listed on the Subscriber’s membership ID card when You change:

- name;
- address;
- telephone number;
- employment; or
- status of any other health coverage You have.

Subscribers must notify the administrator of any eligibility or status changes for themselves or Covered Dependents, including:

- the marriage or death of a family member;
- divorce;
- adoption;
- birth of additional dependents; or
- termination of employment.

---

**SCHEDULE OF BENEFITS -  
Clarksville – Montgomery County Employees Insurance Trust**

---

**Group Number: 90045  
Benefits Effective: September 1, 2018**

**Benefits Available**

A Member is entitled to benefits for Covered Services as specified in this Schedule of Benefits. Benefits shall be determined according to the ASA terms in effect when a service is received. Benefits may be amended at any time in accordance with applicable provisions of the ASA. Under no circumstance does a Member acquire a vested interest in continued receipt of a particular benefit or level of benefit.

**Calculation of Coinsurance**

As part of the efforts to contain health care costs, BlueCross has negotiated agreements with Hospitals under which BlueCross receives a discount on Hospital bills. In addition to such discounts, BlueCross also has some agreements with Hospitals under which payment is based upon other methods of payment (such as flat rates, capitation or per diem amounts).

Your Coinsurance will be based upon the same dollar amount of payment that BlueCross uses to calculate its portion of the claims payment to the Hospital, regardless of whether Our payment is based upon a discount or an alternative method of payment.

**Member's Responsibility**

Prior Authorization may be required for certain services. Please have Your Physician contact BlueCross at the telephone number shown on the Subscriber's membership ID card before services are provided. Otherwise, Your benefits may be reduced or denied.

**The Dependent Child Limiting Age will be to age 26 (Dependent coverage will end on the last day of the month after reaching the Dependent Child Limiting Age.)**

**DEDUCTIBLE**

<b>Deductible to be applied to:</b>	<b>Network Provider</b>	<b>Out-of-Network Provider</b>
Individual Deductible Maximum	\$2,000	\$2,000
Two-Person Deductible Maximum	\$4,000	\$4,000
Family Deductible Maximum	\$5,000	\$5,000

<b>Combined - Network/ Out-of-Network Deductibles:</b>		
Individual	\$2,000	
Two-Person	\$4,000	
Family	\$5,000	

**COINSURANCE:**

Coinsurance percentages will be applied to the lesser of the negotiated fee or other basis for Our reimbursement for Covered Services.

Benefits available for Covered Services received from an Out-of-Network Provider will be significantly less than benefits available for services received from a Network Provider. For services received from an Out-of-Network Provider, the Member must pay the applicable Coinsurance, as well as the difference between the Out-of-Network Provider's Billed Charges and the Maximum Allowable Charge.

<b>Coinsurance to be applied to:</b>	<b>Network Provider</b>	<b>Out-of-Network Provider</b>
All Covered Services after Deductible has been satisfied (unless otherwise specified)	70%	50% of the Maximum Allowable Charge
Skilled Nursing Facility and Rehabilitation Services, limited to 100 days per Annual Benefit Period.	70%	50% of the Maximum Allowable Charge
Preventive Services Under age 6	100%	50% of the Maximum Allowable Charge after Deductible has been satisfied
Preventive/Well Care Services Age 6 and over Includes preventive health exam, screenings and counseling services. Tobacco use counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Alcohol misuse counseling performed in a primary care setting, limited to 8 visits per Annual Benefit Period; Dietary counseling for adults with hyperlipidemia, hypertension, obesity, Type 2 diabetes, coronary artery disease and/or congestive heart failure limited to 12 visits annually.	100%	50% of the Maximum Allowable Charge after Deductible has been satisfied
Lactation counseling by a trained provider during pregnancy or in the post-partum period. Limited to one visit per pregnancy.	100%	50% of the Maximum Allowable Charge after Deductible
Manual and Electric Breast Pump, limited to one per pregnancy	100%	50% of the Maximum Allowable Charge after Deductible

<b>Coinsurance to be applied to:</b>	<b>Network Provider</b>	<b>Out-of-Network Provider</b>
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	50% of the Maximum Allowable Charge after Deductible
One (1) retinopathy screening for diabetics per Annual Benefit Period	100%	Not Covered
Hearing Aids for Members under age 18 Limited to one per ear every 3 years (as determined by Your Annual Benefit Period)	70%	50% of the Maximum Allowable Charge
Therapy Services: Physical, speech, occupational, and spinal manipulation therapy limited to 30 visits per therapy type per Annual Benefit Period; Cardiac and pulmonary rehab therapy limited to 36 visits per therapy type per Annual Benefit Period	70%	50% of the Maximum Allowable Charge
Home Health Care Services, including home infusion therapy Prior Authorization is required for skilled nurse visits in the home. Physical, speech or occupational therapy provided in the home do not require Prior Authorization. Limited to 100 visits per Annual Benefit Period	70%	50% of the Maximum Allowable Charge
Hospice Care	100%	50% of the Maximum Allowable Charge
Ambulance	70%	70% of the Maximum Allowable Charge
Air Ambulance	70%	70% of Billed Charges
<b>Coinsurance percentages will be applied to the lesser of the negotiated fee or other basis for Our reimbursement of Covered Services.</b>		

**OUT-OF-POCKET MAXIMUM:**

	<b>Network</b>	<b>Out-of-Network:</b>
Individual	\$5,250	\$15,750
2-Person	\$10,500	\$31,500
Family	\$10,500	\$31,500

<b>Psychiatric Care Maximums</b>	<b>Network Provider</b>	<b>Out-of-Network Provider</b>
<b>Inpatient</b> Benefits payable per Benefit Period limited to 30 days.	70% after Deductible	50% of the Maximum Allowable Charge
<b>Outpatient</b> Benefits payable per Benefit Period limited to 35 visits.	50% after Deductible	50% of the Maximum Allowable Charge
<b>Benefits will not be provided for more than two Inpatient or Outpatient stays for Substance Abuse Treatment per lifetime.</b>		

Mental Health Medication Management Benefit: Outpatient treatment visits for Medication Management do not count toward the number of mental health outpatient visits per year.

Medication Management means pharmacologic management, including prescription, use, and review of medication with no more than minimal medical psychotherapy.

Two (2) Residential Treatment days for one (1) inpatient day.

**Schedule of Pharmacy Prescription Drug Coinsurance**

**Effective September 1, 2018 through December 31, 2018**

	One month supply (Up to 30 days)	Two months' supply (31 to 60 days)	Three months' supply (61 to 90 days)
<b>Generic Drug/Preferred Brand Drug/Non-Preferred Brand Drug</b>			
RX04 Retail Network	70%/70%/70% after Deductible	N/A	N/A
Home Delivery Network	70%/70%/70% after Deductible	70%/70%/70% after Deductible	70%/70%/70% after Deductible
Plus90 Network	70%/70%/70% after Deductible	70%/70%/70% after Deductible	70%/70%/70% after Deductible
Out-of-Network	50% after Plan Deductible. You pay all costs, then file a claim for reimbursement.		

<b>Self-administered Specialty Drugs</b>	
<b>Effective September 1, 2018 through December 31, 2018</b>	
<b>Limited up to a 30-day supply per Prescription</b>	
Specialty Pharmacy Network - Preferred	70% after Plan Deductible
Out-of-Network	Not Covered

Prescriptions are filled in 30-day supplies at all network retail pharmacies; 90-day supplies are available through the Home Delivery Network and the Plus90 Network. See [bcbst.com](http://bcbst.com) to locate network pharmacies and to learn more about the Home Delivery Network.

At the Network Pharmacy, You will pay the lesser of Your Coinsurance, or the Pharmacy's charge.

Your Coinsurance varies based on the days' supply dispensed as shown above.

Some products may be subject to additional Quantity Limitations and Step Therapy as adopted by Us.

If You or the prescribing physician choose a Preferred or Non-Preferred Brand Drug when a Generic Drug equivalent is available, You will be financially responsible for the amount by which Generic Drug Copay or Coinsurance plus a Penalty. The Penalty is the difference between the cost of the Preferred or Non-Preferred Brand Drug exceeds the Generic Drug cost plus the required and the Generic Drug Copayment.

If You have a Prescription filled at an Out-of-Network Pharmacy, You must pay all expenses and file a claim for reimbursement with the administrator. You will be reimbursed based on the Maximum Allowable Charge, less any applicable Deductible and/or Coinsurance amount.

<b>Organ Transplant Services</b>			
<p>All Transplant Services except kidney transplants</p> <p><b>All Transplant Services require Prior Authorization.</b></p> <p>If You use a facility outside of the Blue Distinction Centers for Transplants (BDCT) Network, benefits will be limited to the Transplant Maximum Allowable Charge (TMAC) unless the BDCT Network does not include a facility that performs Your specific transplant type. Call Our consumer advisors before any pre-transplant evaluation or other Transplant Service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type.</p> <p>See the “Prior Authorization, Care Management, Medical Policy and Patient Safety” and “Organ Transplants – All Organ Transplants, Excluding Kidney” sections of this EOC for more information.</p>	<p><b>Blue Distinction Centers for Transplants (BDCT) Network:</b></p> <p>70% after Network Deductible, Network Out-of-Pocket Maximum applies.</p>	<p><b>Transplant Network:</b></p> <p>70% of the Transplant Maximum Allowable Charge (TMAC) after Network Deductible, Network Out-of-Pocket Maximum applies, amounts over TMAC do not apply to the Out-of-Pocket Maximum and are not Covered.</p>	<p><b>Out-of-Network Providers:</b></p> <p>50% of the Transplant Maximum Allowable Charge (TMAC), after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies, amounts over TMAC do not apply to the Out-of-Pocket and are not Covered.</p>
<p>Kidney Transplant Services</p> <p><b>All Transplant Services require Prior Authorization.</b></p> <p>Call Our consumer advisors before any pre-transplant evaluation or other Transplant Service is performed to request Prior Authorization.</p>	<p><b>Network Providers:</b></p> <p>70% after Network Deductible; Network Out-of-Pocket Maximum applies.</p>	<p><b>Out-of-Network Providers:</b></p> <p>50% of Maximum Allowable Charge (MAC), after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies, amounts over MAC do not apply to the Out-of-Pocket and are not Covered.</p>	
<p><i>Network Providers not in Our Transplant Network include Network Providers in Tennessee and BlueCard PPO Providers outside Tennessee.</i></p>			

## **ADDITIONAL BENEFITS**

When a Network Provider furnishes the following services the Deductible will not apply. Benefits will be provided at 100% of the Maximum Allowable Charge:

- Pre-admission Testing Expenses
- Second Surgical Opinion Consultation Expenses within three months of the first opinion
- Home Health Care Agency Expenses
- Skilled Nursing Facility Expenses

## **SPECIAL PROVISIONS**

1. Benefits will be payable at 50% for covered expenses rendered in connection with correction of nerve interference and its effects by manual or mechanical means where the interference results from or is related to distortion, misalignment, or subluxation of or in the vertebral column (spinal manipulation therapy). Services limited to 30 visits per Annual Benefit Period. The 50% Coinsurance will not apply to any Out-of-Pocket maximums.
2. Benefits will be available, subject to the Deductible and Coinsurance, for Orthotics for the foot, including shoe inserts, braces, molded shoes or appliances.
3. Benefits will be available for the office visit in connection with an annual cervical cancer screening.
4. Benefits will be available for annual screening for men treated for prostate cancer, men over 45 with enlarged prostates, and for men of any age with prostate nodules or other irregularities. The PSA test will be the primary screening tool of men over 50 and the transrectal ultrasound will be covered for those with elevated PSA levels.
5. Benefits will be available, beginning at age 50, for colorectal screenings as follows:
  - a. Yearly fecal occult blood test (FOBT).
  - b. Flexible sigmoidoscopy every 5 years.
  - c. Yearly FOBT and flexible sigmoidoscopy every 5 years (preferred over either test alone).
  - d. Double contrast barium enema every 5 years.
  - e. Colonoscopy every 10 years.
6. Benefits will be available, subject to the Deductible and Coinsurance and the criteria below, for the following four surgical procedures for the treatment of morbid obesity:
  - a. Vertical banded gastroplasty accompanied by gastric stapling. Restricts the size of the stomach using a stapling technique. There is no rearrangement of the intestinal anatomy.
  - b. Gastric segmentation along the vertical axis with a Roux-en-Y bypass with distal anastomosis placed in the jejunum. Restricts the size of the stomach by stapling shut 90% of the lower stomach. The proximal intestinal anatomy is rearranged, thereby bypassing the duodenum.
  - c. Gastric banding. Involves placing a gastric band around the outside of the stomach. The stomach is not entered.
  - d. Duodenal switch/biliopancreatic bypass. A variant of the biliopancreatic bypass. Instead of performing a distal gastrectomy, a "sleeve" gastrectomy is performed along the vertical axis of the stomach. The sleeve gastrectomy decreases the volume of the stomach and the parietal cell mass. This procedure is only appropriate for persons with a BMI in excess of 60.

The following criteria must be met before benefits are available for the procedures listed above:

- a. Presence of morbid obesity that has persisted for a least five (5) years, defined as either:
  - Body mass index (BMI) exceeding forty (40); or



- More than one hundred (100) pounds over one's ideal body weight as provided in the 1983 Metropolitan Life Height and Weight table; or
  - BMI greater than thirty-five (35) in conjunction with the following severe co-morbidities that are likely to reduce life expectancy:
    - Coronary artery disease; or
    - Type 2 diabetes mellitus; or
    - Obstructive sleep apnea; or
    - Three or more of the following cardiac risk factors:
      - (1) Hypertension (BP>140 mmHg systolic and/or 90mmHg diastolic)
      - (2) Low high-density lipoprotein cholesterol (HDL less than 40mg/dL)
      - (3) Elevated low-density lipoprotein cholesterol (LDL>100 mg/dL)
      - (4) Current cigarette smoking
      - (5) Impaired glucose tolerance (2 hour blood glucose>140 mg/dL on an oral glucose tolerance test)
      - (6) Family history early cardiovascular disease in first degree relative (myocardial infarction at age under fifty (50) in male relative or at age under sixty-five (65) for a female relative)
      - (7) Age greater than forty-five (45) years in men and fifty-five (55) years in women; or
  - Body Mass Index exceeding 60 for consideration of the duodenal switch/biliopancreatic bypass procedure.
- b. History of failure of medical/dietary therapies (including low calorie diet, increased physical activity and behavioral reinforcement). This attempt at conservative management must be within two (2) years prior to surgery, and must be documented by an attending physician who does not perform bariatric surgery. (Failure of conservative therapy is defined as an inability to lose more than ten (10) percent of body weight over a six (6) month period and maintain weight loss).
- c. There must be documentation of Medical evaluation of the individual for the condition of morbid obesity and/or its co-morbidities by a physician other than the operating surgeon and his/her associates, and documentation that this evaluating physician concurs with the recommendation for bariatric surgery.

Prior Authorization is required. BlueCross will determine if all the criteria have been met before approving surgery.

7. Benefits are available for dietary counseling for medical conditions other than diabetes, limited to 12 visits per Benefit Period and payable as Preventive Services.
8. Benefits are available for tobacco cessation counseling, limited to 8 visits per Benefit Period and payable as Preventive Services.
9. Benefits are available for hearing aids for Members under age 18, limited as indicated in the Schedule of Benefits.

## **PRESCRIPTION DRUGS**

**Effective September 1, 2018 through December 31, 2018**

Medically Necessary and Medically Appropriate pharmaceuticals for the treatment of disease or injury.

### **1. Covered Services**

- a. This Plan covers the following at 100% at Network Pharmacies, in accordance with the Women's Preventive Services provision of the Affordable Care Act.
  - Generic contraceptives
  - Vaginal ring
  - Hormonal patch
  - Emergency contraception available with a prescriptionBrand name Prescription Contraceptive Drugs are Covered as indicated in the Schedule of Benefits.
- b. Prescription Drugs prescribed when You are not confined in a hospital or other facility. Prescription Drugs must be:
  - dispensed by a licensed pharmacist or dispensing Practitioner prescribed on or after the date Your Coverage begins;
  - approved for use by the Food and Drug Administration (FDA); and
  - dispensed by a licensed pharmacist or dispensing physician;
  - listed on the Preferred Formulary; and
  - not available for purchase without a Prescription.
- c. Treatment of phenylketonuria (PKU), including special dietary formulas while under the supervision of a Practitioner.
- d. As prescribed for the treatment of diabetes: blood glucose monitors, including monitors designed for the legally blind; test strips for glucose monitoring; visual reading and urine test strips; insulin; injection aids; syringes; lancets; oral hypoglycemic agents; glucagon emergency kits; and injectable incretin mimetics when used in conjunction with selected Prescription Drugs for the treatment of diabetes.
- e. Injectable insulin, and insulin needles/syringes, lancets, alcohol swabs and test strips for glucose monitoring upon Prescription.
- f. Medically Necessary Prescription Drugs used during the induction or stabilization/dose-reduction phases of chemical dependency treatment.
- g. Drugs, dietary supplements and vitamins with a Prescription that are listed with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)

### **2. Limitations**

- a. Refills must be dispensed pursuant to a Prescription. If the number of refills is not specified in the Prescription, benefits for refills will not be provided beyond one year from the date of the original Prescription, unless otherwise specified by Tennessee state or federal law.
- b. The Plan has time limits on how soon a Prescription can be refilled. If You request a refill too soon, the Network Pharmacy will advise You when Your Prescription benefit will Cover the refill.

- c. Certain drugs are not Covered except when prescribed under specific circumstances as determined by the P & T Committee.
- d. The Plan does not cover certain Prescription Drugs that have an over-the-counter (OTC) alternative. The OTC Savings Program list can be found at [bcbst.com](http://bcbst.com) or by calling the number on the back of Your ID card.
- e. Injectable drugs, except when: (1) intended for self-administration; or (2) directed by the Administrator;
- f. Prescription Drugs that are commercially packaged or commonly dispensed in quantities less than 30 calendar day supply (e.g. prescription Prescription items Drugs that are dispensed based on a certain quantity for a therapeutic regimen) will be subject to one Drug Coinsurance, provided the quantity does not exceed the FDA-approved dosage for four calendar weeks.
- g. If You abuse or over use pharmacy services outside of Our administrative procedures, We may restrict Your Pharmacy access. We will work with You to select a Network Pharmacy, and You can request a change in Your Network Pharmacy.
- h. Step Therapy is a form of Prior Authorization. When Step Therapy is required, You must initially try a drug that has been proven effective for most people with Your condition. However, if You have already tried an alternate, less expensive drug and it did not work, or if Your doctor believes that You must take the more expensive drug because of Your medical condition, Your doctor can contact the administrator to request an exception. If the request is approved, the administrator will Cover the requested drug.
- i. Prescription and non-Prescription medical supplies, devices and appliances are not Covered, except for syringes used in conjunction with injectable medications or other supplies used in the treatment of diabetes and/or asthma.
- j. Immunizations or immunological agents, including but not limited to: (1) biological sera, (2) blood, (3) blood plasma; or (4) other blood products are not Covered, except for blood products required by hemophiliacs.

### 3. Exclusions

In addition to the limitations and exclusions specified in the this EOC, benefits are not available for the following:

- a. Any Prescription Drug that is not on the Preferred Formulary;
- b. Drugs that are prescribed, dispensed or intended for use while You are confined in a hospital, skilled nursing facility or similar facility, except as otherwise Covered stated in the this EOC;
- c. Any drugs, medications, Prescription devices, dietary supplements or vitamins available over-the-counter that do not require a Prescription by Federal or State law; and/or Prescription Drugs dispensed in a doctor's office are excluded except as otherwise Covered in the EOC;
- d. Any quantity of Prescription Drugs that exceeds that Quantity Limits specified by the Administrator's P & T Committee;
- e. Any Prescription Drugs purchased outside the United States, except those authorized by Us;
- f. Contraceptives that require administration or insertion by a Provider (e.g., non-drug devices, implantable products), except as otherwise Covered in the EOC;
- g. Medications intended to terminate a pregnancy;
- h. Non-medical supplies or substances, including support garments, regardless of their intended use;
- i. Artificial appliances;

- j. Allergen extracts;
- k. Any Prescription Drugs or medicines dispensed more than one year following the date of the Prescription;
- l. Prescription Drugs You are entitled to receive without charge in accordance with any worker's compensation laws or any municipal, state, or federal program;
- m. Replacement Prescriptions resulting from lost, spilled, stolen, or misplaced medications (except as required by applicable law);
- n. Any Prescription Drugs dispensed by a Provider other than a Pharmacy or dispensing physician;
- o. Prescription Drugs used for the treatment of infertility;
- p. Anorectics (any drug or medicine for the purpose of weight loss and appetite suppression);
- q. Over-the-counter (OTC) nicotine replacement therapy and aids to smoking cessation including, but not limited to, patches, except as required by the Affordable Care Act;
- r. All newly FDA approved drugs prior to review by the Administrator's P & T Committee. Prescription Drugs that represent an advance over available therapy according to the P & T Committee will be reviewed within at least six (6) months after FDA approval. Prescription Drugs that appear to have therapeutic qualities similar to those of an already marketed drug, will be reviewed within at least twelve (12) months after FDA approval;
- s. Unless Covered by a supplemental Prescription Drug Coverage offered under this Plan, any Prescription Drugs or medications used for the treatment of sexual dysfunction, including but not limited to erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido;
- t. Prescription Drugs used for cosmetic purposes including, but not limited to: (1) drugs used to reduce wrinkles; (2) drugs to promote hair-growth; (3) drugs used to control perspiration; (4) drugs to remove hair; and (5) fade cream products;
- u. Prescription Drugs used during the maintenance phase of chemical dependency treatment, unless Authorized by Us;
- v. FDA approved drugs used for purposes other than those approved by the FDA unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia;
- w. Specialty Drugs used to treat hemophilia filled or refilled at an Out-of-Network Pharmacy;
- x. Drugs used to enhance athletic performance;
- y. Experimental and/or Investigational Drugs;
- z. Provider-administered Specialty Drugs, as indicated on Our Specialty Drugs list; and
- aa. Prescription Drugs or refills dispensed:
  - in quantities in excess of amounts specified in the Benefit payment section;
  - without Our Prior Authorization when required; or
  - that exceed any applicable maximum benefit amounts stated in the EOC.
- bb. Compound Drugs, unless Medically Necessary and Medically Appropriate.

These exclusions only apply to Prescription Drug Benefits. Items that are excluded under Prescription Drug Benefits may be Covered as medical supplies under the EOC. Please review Your EOC carefully.

## GENERIC DRUGS

Prescription drugs are classified as brand or generic. A given drug can change from brand to generic or from generic to brand. Sometimes a given drug is no longer available as a Generic Drug. These changes can occur without notice. If You have any questions, please contact Our consumer advisors by calling the toll-free number shown on the back of Your Member ID card.

The drug lists referenced in this section are subject to change. Current lists can be found at [bcbst.com](http://bcbst.com), or by calling the toll-free number shown on the back of Your Member ID card.

### 4. Definitions

- a. **Average Wholesale Price** – A published suggested wholesale price of the drug by the manufacturer.
- b. **Brand Name Drug** - A Prescription Drug identified by its registered trademark or product name given by its manufacturer, labeler or distributor.
- c. **Brand Name Prescription Contraceptive Drug Deductible** - The amount that You must pay before benefits are provided for Brand Name Prescription Contraceptive Drugs. The Brand Name Prescription Contraceptive Drug Deductible will not apply toward satisfying any other Deductible or Out-of-Pocket Maximum.
- d. **Drug Coinsurance** - The amount specified herein that You must pay directly to the Network Pharmacy when the covered Prescription Drug is dispensed. The Drug Coinsurance is determined by the type of drug purchased, and must be paid for each Prescription Drug.
- e. **Drug Formulary – Preferred** - A list of specific generic and brand name Prescription Drugs Covered by the Administrator subject to Quantity Limitations, Prior Authorization, Step Therapy. The Drug Formulary is subject to periodic review and modification at least annually by the Administrator’s Pharmacy and Therapeutics Committee. The Drug Formulary is available for review at [bcbst.com](http://bcbst.com), or by calling the toll-free number shown on the back of Your Member ID card.
- f. **Experimental and/or Investigational Drugs** – Drugs or medicines that are labeled: “Caution – limited by Federal law to Investigational use.”
- g. **Generic Drug** – A Prescription Drug that has the same active ingredients, strength or concentration, dosage form and route of administration as a Brand Name Drug. The FDA approves each Generic Drug as safe and effective as a specific Brand Name Drug.
- h. **Home Delivery Network** – BlueCross BlueShield of Tennessee’s network of pharmaceutical providers that deliver prescriptions through mail service providers to Your home.
- i. **Legend Drugs** – A drug that, by law, can be obtained only by Prescription and bears the label, “Caution: Federal law prohibits dispensing without a Prescription.”
- j. **Managed Dosage Limitation** – Quantity limitations applied to certain Prescription Drug products as determined by the Pharmacy and Therapeutics Committee.
- k. **Maximum Allowable Charge** – The amount that the Administrator, at its sole discretion, has determined to be the maximum amount payable for a Covered Service. That determination will be based upon the Administrator’s contract with a Network Provider or the amount payable based on the Administrator’s fee schedule for the Covered Service.
- l. **Network Pharmacy** - A Pharmacy that has entered into a network pharmacy agreement with the Administrator or its agent to legally dispense Prescription Drugs to You, either in person or through home delivery.
- m. **Network Provider** - A Provider who has contracted with the administrator to provide Covered Services to Members at specified rates. Such Providers may be referred to as Blue Card PPO Participating Providers, participating hospitals, Transplant Network, etc. Some providers may have contracted with the administrator to provide a limited set of Covered

- Services, such as only Emergency Care Services, and are treated as Network Providers for this limited set of Covered Services.
- n. **Non-Preferred Brand Drug or Elective Drug** - A Brand Name Drug that is not considered a Preferred Drug by the Administrator. Usually there are lower cost alternatives to some Brand Name Drugs.
  - o. **Out-of-Network Pharmacy** - A Pharmacy that has not entered into a service agreement with the administrator or its agent to provide benefits at specified rates to You.
  - p. **Pharmacy/Pharmacies** - A state or federally licensed establishment that is physically separate and apart from the office of a physician or authorized Practitioner, and where Legend Prescription Drugs are dispensed by Prescription by a pharmacist licensed to dispense such drugs and products under the laws of the state in which he or she practices.
  - q. **Pharmacy and Therapeutics Committee or P&T Committee**– A panel of the Administrator’s participating pharmacists, Network Providers, medical directors and pharmacy directors that reviews medications for safety, efficacy and cost effectiveness. The P&T Committee evaluates medications for addition and deletion from the: (1) Drug Formulary; (2) Preferred Brand Drug list; (3) Prior Authorization Drugs list; and (4) Quantity Limitation list. The P&T Committee may also set dispensing limits on medications.
  - r. **Plus90 Network** – BlueCross’s BlueCross’ network of retail pharmacies that are permitted to dispense Prescription Drugs to BlueCross Members on the same terms as pharmacies in the Home Delivery Network.
  - s. **Preferred Brand Drug** - Brand Name Drugs that the Administrator has reviewed for clinical appropriateness, safety, therapeutic efficacy, and cost effectiveness. The Preferred Brand Drug list is reviewed at least annually by the P&T Committee.
  - t. **Prescription** - A written or verbal order issued by a physician or duly licensed Practitioner practicing within the scope of his or her licensure and authorized by law to a pharmacist or dispensing physician for a drug, or drug product to be dispensed.
  - u. **Prescription Contraceptive Drugs** - Prescription Drug products that are indicated for the prevention of pregnancy. The current list can be found on bcbst.com or by calling the number on the back of Your ID card.
  - v. **Prescription Drug** - A medication containing at least one Legend Drug that may not be dispensed under applicable state or federal law without a Prescription, and/or insulin.
  - w. **Prior Authorization Drugs**- Prescription Drugs that are only eligible for reimbursement after Prior Authorization from the Administrator as determined by the P&T Committee.
  - x. **Quantity Limitation** – Quantity limitations applied to certain Prescription Drug products as determined by the P&T Committee.
  - y. **Specialty Drugs** – Injectable, infusion and select oral medications that require complex care, including special handling, patient education and continuous monitoring. Specialty Drugs are listed on the Administrator’s Specialty Drug list. Specialty Drugs are categorized as provider-administered or self-administered.
  - z. **Specialty Pharmacy Network** – Preferred – A Pharmacy that has entered into a Network Pharmacy Agreement with BlueCross or its agent to legally dispense Specialty Drugs.
  - aa. **Step Therapy** – A form of Prior Authorization that begins drug therapy for a medical condition with the most cost-effective and safest drug therapy and progresses to alternate drugs only if necessary. Prescription Drugs subject to Step Therapy guidelines are: (1) used only for patients with certain conditions; (2) Covered only for patients who have failed to respond to, or have demonstrated an intolerance to, alternate Prescription Drugs, as supported by appropriate medical documentation; and (3) when used in conjunction with selected Prescription Drugs for the treatment of Your condition.

## **DRUGS – MEDICAL COVERAGE**

**Effective January 1, 2019 through August 31, 2019**

Medically Necessary and Medically Appropriate pharmaceuticals for the treatment of disease or injury.

### 1. Covered Services

- a) Treatment of phenylketonuria (PKU), including special dietary formulas while under the supervision of a Practitioner.
- b) Pharmaceuticals that are dispensed or intended for use while You are confined in a hospital, skilled nursing facility or other similar facility.

### 2. Exclusions

- a) Prescription drugs, except as indicated in this EOC.
- b) Those pharmaceuticals that may be purchased without a Prescription.

---

## **SECTION I - ELIGIBILITY**

---

### **COVERAGE FOR YOU**

This EOC describes the benefits You may receive under Your Plan. You are called the Subscriber or Member.

### **COVERAGE FOR YOUR DEPENDENTS**

If a Subscriber is covered by this Plan, he or she may enroll Eligible Dependents. The Subscriber and his or her Covered Dependents are also called Members. The names of Dependents for whom application for coverage is made must be listed on the application on file in Our records. Subsequent applications for Dependents must be submitted to BlueCross in writing.

### **TYPES OF COVERAGE AVAILABLE**

Individual - Employee only

Two-Person - Employee and one Eligible Dependent

Family - Employee and all eligible Dependents

### **ELIGIBLE EMPLOYEES**

To be eligible for coverage an Employee must:

- be a permanent Clarksville – Montgomery County School System Employee regularly scheduled to work a minimum of 15 hours per week; or
- be a permanent Montgomery County Government Employee regularly scheduled to work a minimum of 30 hours and hired prior to July 1st, 2015; or
- be a permanent Employee scheduled to work a minimum of 30 hours; or
- be a present Clarksville Montgomery County School System Board Member; or
- be a present Clarksville Montgomery County Commissioner; or
- be a part-time County Employee who was Covered under this Plan on or prior to July 1, 2015.

### **ELIGIBLE RETIRED AND DISABILITY RETIRED EMPLOYEES**

To be eligible for coverage a Retired or Disability Retired Employee must:

- be a service or early Retiree under the Tennessee Consolidated Retirement System (TCRS) who terminated employment and who is eligible to receive TCRS retirement benefits and who has:
  - twenty or more total years of employment with three years of medical coverage in this Plan immediately prior to retirement, provided the period of time between the Employee's final termination date and the date retirement benefits commence (retirement date) may be up to five years; or
  - ten, but less than 20, total years of employment, with three continuous years of medical coverage in this Plan immediately prior to retirement, provided the date retirement benefits commence (retirement date) must immediately follow the Employee's date of final termination from employment.

Employees approved under these provisions may continue coverage until the earlier of the Employee's 65<sup>th</sup> birthday or he/she qualifies for Medicare. They must elect to continue medical coverage within 31 days of application for retirement benefits and will pay the appropriate contribution for Retirees as set by the Insurance Trust. Service years with CMCSS will determine the level of contribution to be made by Employer. Said contribution will not exceed 10 years. For Employees who elected Two-Person or Family coverage, coverage may be continued on (1) their eligible Dependent Spouse until the earlier of the Dependent Spouse's attainment of age 65 or he/she qualifies for Medicare, and (2) their eligible Dependent Children until the child reaches the Dependent Child Limiting Age or qualifies for Medicare.

- If TCRS Retirees do not elect to continue medical coverage within the 31-day application period for retirement benefits, they may continue coverage only if approved as a Late Enrollee by BlueCross BlueShield of Tennessee.
- Retired Employees must remain continuously enrolled in the Clarksville group plan after retirement. If they retire, then decide to teach at another school system, they cannot drop coverage and later re-enroll in the Clarksville Plan.



- For Employees who have attained age 65 or qualified for Medicare when applying for retirement benefits, they can continue Two-Person or Family coverage on their eligible Dependents only if they had elected such coverage prior to the time retirement benefits were applied for.
- Spouses of TCRS Retirees can be covered under the Plan only if the TCRS Retiree was covered under the plan.
- If a TCRS Retiree was covered under the Plan and elected single coverage at the time retirement benefits were applied for, and subsequently acquired new Dependents as defined by the Dependent eligibility guidelines of this Plan, he/she can elect to cover these Dependents until the earlier of the TCRS Retiree's attainment of age 65 or he/she qualifies for Medicare.
- If a TCRS Retiree should predecease or divorce his/her Spouse, and subsequently remarry while covered under the Plan, he/she can cover himself/herself and his/her new Dependents until the earlier of his/her attainment of age 65 or he/she qualifies for Medicare.
- If a TCRS Retiree's Spouse should predecease or divorce the Retiree, and subsequently remarries while covered under the Plan, he/she can continue coverage on himself/herself and his/her eligible Dependents under the earlier of the Spouse's attainment of age 65 or he/she qualifies for Medicare.
- If a TCRS Retiree should initially qualify for Medicare, then lose Medicare coverage as a result in improvement in his/her medical condition, he/she will be allowed to re-enroll in the Plan until the earlier of attainment of age 65 or he/she re-qualifies for Medicare.
- The Insurance Trust reserves the right to amend or terminate the Plan or change contributions at any time, for any reason, and without notice. There is neither vesting in benefits nor a vested right to benefits.

- be a Disability Retiree meeting the required specified conditions.

To be eligible to continue coverage, the Retiree must be receiving a monthly retirement benefit from TCRS and cannot be eligible for Medicare.

### **DEPENDENTS OF A DECEASED EMPLOYEE**

Coverage for the Dependents of a deceased Employee will remain in force until the end of the month in which the Employee's death occurred. Coverage will then be available under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

### **EFFECTIVE DATE**

The different types of coverage available to Employees are shown above.

If the Employee has met the eligibility requirements and the Employee and his or her Eligible Dependents apply when first eligible (or within 31 days), coverage will be effective on the next Effective Date BlueCross bills the Employer. If the Employee and his or her Eligible Dependents do not apply when first eligible, the Employee will be subject to the requirements explained in "Late Enrollment" shown on a following page.

Employees and their Dependents will not be covered until their completed application for coverage, listing all eligible Dependents, has been received by BlueCross and the Employee has been issued a membership ID card or has received other written notice that coverage is in effect.

### **APPLYING FOR COVERAGE**

After meeting the eligibility requirements, You may apply for one of the types of coverage shown above.

To be eligible to enroll as a Dependent, a person must be listed on the enrollment form completed by the Subscriber, meet all Dependent eligibility criteria established by the Employer, and be:

- The Subscriber's current spouse as defined by the Employer; or
- The natural, legally adopted, or step-child(ren) of the Subscriber or the Subscriber's spouse who is under the age limit stated on the Schedule of Benefits. In addition, Eligible Dependents shall include children placed with the Subscriber or the Subscriber's spouse

pending adoption and children for whom the Subscriber or Subscriber's spouse is court-appointed legal guardian; or

- A child of Subscriber or Subscriber's spouse for whom a Qualified Medical Child Support Order has been issued; or
- An unmarried child, as defined above, who is, and continues to be, both (1) incapable of self-sustaining employment by reason of mental or physical handicap, and (2) chiefly dependent upon the Subscriber for economic support and maintenance, provided proof of such incapacity and dependency is furnished within 31 days of the child's attainment of the applicable Limiting Age and subsequently as may be required by BlueCross, but not more frequently than annually. In addition, such unmarried child must be a Dependent enrolled under this Plan or another plan (with no break in coverage, or no break greater than 63 days) prior to attaining the applicable Limiting Age.

BlueCross' determination of eligibility under the terms of this provision shall be conclusive. BlueCross reserves the right to require proof of eligibility including, but not limited to, a certified copy of any Qualified Medical Child Support Order.

Employer agrees to defend or settle, and hold BlueCross harmless from claims, losses, or suits relating to eligibility or insurability of any applicant, Subscriber, Employee or Dependent in administering this provision.

### **CHANGING COVERAGE**

If the Subscriber's marital status changes (marriage or divorce) or if there is a change in the number of children (birth, adoption), the Subscriber may want to change coverage to one of the other options available.

To make a change, the Subscriber should (1) tell the employer, and (2) apply for any needed change within 31 days of the change in family status, date the new Dependent is acquired, etc.

**A newborn child of the Subscriber or Subscriber's spouse is a Covered Dependent from the moment of birth. A legally adopted child including children placed with You for the purpose of adoption, will be Covered as of the date of adoption or placement for adoption.**

**Children for whom the Subscriber or the Subscriber's spouse has been appointed legal guardian by a court of competent jurisdiction, will be Covered from the moment the child is placed in the Subscriber's physical custody. The Subscriber must enroll that child within 31 days of the date of birth. If the Subscriber fails to do so, and an additional Payment is required to cover that child, the Plan will not provide Coverage for that child after 31 days from the child's date of birth.**

Changes in coverage will begin on the next Effective Date BlueCross bills the employer for this coverage (normally the first day of the month). Coverage for new Dependents added begins on the date the Dependent is acquired if the application is received within 31 days after that date.

### **Late Enrollment**

If Subscribers wait more than 31 days from the date they are first eligible to apply or add a Dependent, they will be considered a Late Enrollee. Coverage for the Member will otherwise be effective on the next billing date following Our receipt of the application for Coverage.

**However, a person will not be considered a Late Enrollee if:**

- he or she already had other health care coverage at the time coverage under this plan was previously offered; and
- he or she stated in writing at that time that such other coverage was the reason for declining coverage under this plan; and
- such other coverage is exhausted (if the previous coverage was continuation coverage under COBRA) or the other coverage was terminated because he or she ceased to be eligible or employer contributions for such coverage ended; and
- he or she applies for coverage under this plan within 31 days after the loss of the other coverage.

Dependents who become eligible for coverage under this plan by reason of marriage, birth, adoption or placement for adoption after the Subscriber's Effective Date will not be considered Late Enrollees, provided application is made by the Subscriber on behalf of such person(s) within 31 days of the marriage, birth, adoption or placement for adoption.

## **REINSTATEMENT FOR MILITARY PERSONNEL RETURNING FROM ACTIVE SERVICE**

An employee who returns to the Employer's active payroll following active military duty may reinstate insurance coverage on the earliest of the following:

- The first day of the month that includes the date on which the military person was discharged from active duty;
- The first of the month following the date of discharge from active duty;
- The date on which the military person returns to the employers active payroll;
- The first of the month following the military persons return to the employer's active payroll.

If coverage is reinstated before the employee returns to the Employer's active payroll, the employee must pay 100 percent of the total premium. In all instances, employees must pay whole month premiums.

Reinstatement of coverage is not automatic. Returning military personnel must reapply within 90 days from the end of their leave before coverage can be reinstated. No waiting period requirements will apply.

### **Enrollment upon Change in Status**

An Employee may be eligible to change his or her Coverage other than during the Open Enrollment Period when he or she has a change in status event. The Employee must request the change within 31 days of the change in status. Any change in the Subscriber's elections must be consistent with the change in status.

To notify the Plan of a change in status event, the Subscriber must submit a change form to the Group representative within 31 days from the date of the event causing that change of status. Such events may include, but are not limited to: (1) marriage or divorce; (2) death of the Subscriber's spouse or dependent; (3) dependency status; (4) Medicare eligibility; (5) coverage by another Payor; (6) birth or adoption of a child; (7) termination of employment, or commencement of employment, of the Subscriber's spouse; (8) switching from part-time to full-time, or from full-time to part-time status by the Subscriber or the Subscriber's spouse; (9) the Subscriber or the Subscriber's spouse taking an unpaid leave of absence, or returning from unpaid leave of absence; (10) significant change in the health coverage of the Subscriber's or the Subscriber's spouse attributable to the spouse's employment.

---

## SECTION II - INTER-PLAN ARRANGEMENTS

---

### 1. Out-of-Area Services

#### Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever You access healthcare services outside the geographic area We serve, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

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

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

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all Dental Care Benefits except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Us to provide the specific service or services.

#### A. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, We will remain responsible for doing what We agreed to in the contract. However, the Host Blue is

responsible for contracting with and generally handling all interactions with its participating providers.

When You receive Covered Services outside Our service area and the claim is processed through the BlueCard Program, the amount You pay for Covered Services is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to Us.

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

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

#### B. Special Cases: Value-Based Programs

- **BlueCard® Program**

If You receive Covered Services under a Value-Based Program inside a Host Blue’s service area, You will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Us through average

pricing or fee schedule adjustments. Additional information is available upon request.

- *Value-Based Program Definitions*

**Accountable Care Organization (ACO):** A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

**Care Coordination:** Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.

**Care Coordinator:** An individual within a provider organization who facilitates Care Coordination for patients.

**Care Coordination Fee:** A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

**Global Payment/Total Cost of Care:** A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

**Negotiated Arrangement, a.k.a., Negotiated National Account Arrangement:** An agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not

delivered through the BlueCard Program.

**Patient-Centered Medical Home (PCMH):** A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

**Provider Incentive:** An additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

**Shared Savings:** A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

**Value-Based Program (VBP):** An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

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

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BlueCross will include any such surcharge, tax or other fee as part of the claim charge passed on to You.

## **D. Nonparticipating Providers Outside Our Service Area**

### **1. Member Liability Calculation**

When Covered Services are provided outside of Our service area by nonparticipating providers, the amount You pay for such services will normally be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable law. In these situations, You may be responsible for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

### **2. Exceptions**

In certain situations, We may use other payment methods, such as billed charges for Covered Services, the payment We would make if the healthcare services had been obtained within Our service area, or a special negotiated payment to determine the amount We will pay for services provided by nonparticipating providers. In these situations, You may be liable for the difference between the amount that the nonparticipating provider bills and the payment We will make for the Covered Services as set forth in this paragraph.

## **E. Blue Cross Blue Shield Global<sup>®</sup> Core**

If You are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), You may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the

BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists You with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when You receive care from providers outside the BlueCard service area, You will typically have to pay the providers and submit the claims Yourself to obtain reimbursement for these services.

If You need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

### **• Inpatient Services**

In most cases, if You contact the service center for assistance, hospitals will not require You to pay for covered inpatient services, except for Your cost-share amounts. In such cases, the hospital will submit Your claims to the service center to begin claims processing. However, if You paid in full at the time of service, You must submit a claim to receive reimbursement for Covered Services. You must contact Us to obtain precertification for non-emergency inpatient services.

### **• Outpatient Services**

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require You to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When You pay for Covered Services outside the BlueCard service area, You must submit a claim to obtain reimbursement.

For institutional and professional claims, You should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing.

Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from Us, the service center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If You need assistance with Your claim submission, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

---

**SECTION III -  
PRIOR AUTHORIZATION, CARE  
MANAGEMENT, MEDICAL POLICY  
AND PATIENT SAFETY**

---

BlueCross provides services to help manage Your care including, performing Prior Authorization of certain services to ensure they are Medically Necessary, Concurrent Review of hospitalization, discharge planning, lifestyle and health counseling, low-risk case management, catastrophic medical and transplant case management and the development and publishing of medical policy.

BlueCross does not make medical treatment decisions under any circumstances. You may always elect to receive services that do not comply with BlueCross' Care Management requirements or medical policy, but doing so may affect the Coverage of such services.

**A. Prior Authorization**

BlueCross must Authorize some Covered Services in advance in order for those Covered Services to be paid at the Maximum Allowable Charge without Penalty. Obtaining Prior Authorization is not a guarantee of Coverage. All provisions of this EOC must be satisfied before Coverage for services will be provided.

**Services that require Prior Authorization include, but are not limited to:**

- Inpatient Hospital and Inpatient Hospice stays (except initial maternity admission)
- Skilled nursing facility and rehabilitation facility admissions
- Certain outpatient Surgeries and/or procedures
- Certain air ambulance services
- Certain Specialty Drugs
- Certain Prescription Drugs (if Covered by a prescription drug card)
- Certain Advanced Radiological Imaging services
- Certain Prosthetics
- Certain Orthotics
- Certain Durable Medical Equipment (DME)
- Notice of changes to the Prior Authorization list will be made via Our web site and the Member newsletter. For the most current list

of services that require Prior Authorization, call Our consumer advisors or visit Our web site at [bcbst.com](http://bcbst.com).

If You are receiving services from a Network Provider in Tennessee, and those services require a Prior Authorization the Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving Inpatient Facility services from a Network Provider outside of Tennessee, and those services require a Prior Authorization, the Network Provider is responsible for obtaining Prior Authorization. If the Network Provider fails to obtain Prior Authorization, You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

If You are receiving any services, other than Inpatient Facility services, from a Network Provider outside of Tennessee, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

If You are receiving services from an Out-of-Network Provider, and those services require a Prior Authorization, You are responsible for obtaining Prior Authorization. If You fail to obtain Prior Authorization, Your benefits may be reduced.

BlueCross may Authorize some services for a limited time. BlueCross must review any request for additional days or services.

**B. Care Management**

A number of Care Management programs are available to You across the care spectrum, including those with low-risk health conditions and/or complicated medical needs.

Care Management personnel will work with You, Your family, Your doctors and



other health care Providers to coordinate care, provide education and support and to identify the most appropriate care setting. Depending on the level of Care Management needed, Our personnel will maintain regular contact with You throughout treatment, coordinate clinical and health plan Coverage matters, and help You and Your family utilize available community resources.

After evaluation of Your condition, BlueCross may, at its discretion, determine that alternative treatment is Medically Necessary and Medically Appropriate.

In that event, We may elect to offer alternative benefits for services not otherwise specified as Covered Services. Such benefits shall not exceed the total amount of benefits under this EOC and will only be offered in accordance with a written case management or alternative treatment plan agreed to by Your attending physician and BlueCross.

**Emerging Health Care Programs** - Care Management is continually evaluating emerging health care programs. These are processes that demonstrate potential improvement in access, quality, efficiency, and Member satisfaction. When We approve an emerging health care program, approved services provided through that program are Covered, even though they may normally be excluded under this EOC.

Care Management services, emerging health care programs and alternative treatment plans may be offered to eligible Members on a case-by-case basis to address their unique needs. Under no circumstances does a Member acquire a vested interest in continued receipt of a particular level of benefits. Offer or confirmation of Care Management services, emerging health care programs or alternative treatment plans to address a Member's unique needs in one instance shall not obligate the Plan to provide the same or similar benefits for any other Member.

### C. Medical Policy

BlueCross medical policies address new and emerging medical technologies. Medical policies are based on an evidence-based research process that seeks to determine the scientific merit of a

particular medical technology. Determinations with respect to technologies are made using technology evaluation criteria. "Technologies" means devices, procedures, medications and other emerging medical services.

Medical policies state whether or not a technology is Medically Necessary, Investigational or Cosmetic. As technologies change and improve, and as Members' needs change, We may reevaluate and change medical policies without formal notice. You may check Our medical policies at [www.bcbst.com](http://www.bcbst.com). Enter "medical policy" in the Search field.

Medical policies sometimes define certain terms. If the definition of a term defined in Our medical policy differs from a definition in this EOC, the medical policy definition controls.

### D. Patient Safety

If You have a concern with the safety or quality of care You received from a Network Provider, please call Us at the number on the membership ID card. Your concern will be noted and investigated by Our Clinical Risk Management department.

## **HEALTH AND WELLNESS SERVICES**

BlueCross provides You with resources to help improve Your health and quality of life through Our interactive Health and Wellness Portal. To learn more about these resources, visit [bcbst.com](http://bcbst.com) and click on the Health & Wellness tab, or call the number on the back of your Member ID card.

**Personal Health Assessment** – This assessment tool helps You understand certain health risks and what You can do to reduce them with a personalized wellness report.

**Decision Support Tools** – With these resources, You can get help with handling health issues, formulate questions to ask Your doctor, understand symptoms and explore health topics and wellness tips that matter to You most.

**Self-Directed Health Courses** – Our self-guided online health courses help to educate You about common health concerns and how to control them.

**Health Trackers** – The health trackers program provides You tools and reminders to keep up with Your diet and exercise habits. Progress reminders can be sent through Your preferred communications channel via mail, email, phone or text messaging.

**Blue365<sup>®</sup>** – The Blue365 Member discount program provides savings on a range of health-related products and services, including financial health, fitness gear, healthy eating, lifestyle, personal care, wellness, hearing aids, travel and recreation, weight loss programs and more.

**Fitness Your Way<sup>™</sup>** – Fitness Your Way is a discount fitness program that is intended to help You get and stay fit with a nationwide network of fitness facilities.

---

## SECTION IV - YOUR BENEFITS

---

Your Network coverage provides benefits for most medical services and supplies received by a covered Subscriber or Dependent. However, not all medical expenses are covered. It is important for You to understand which services are covered by this program.

Most health care coverage contains limitations and exclusions. Most of the limitations and exclusions that apply to this program are outlined in this EOC.

Benefits will be provided under Your coverage only for services or supplies that are Medically Necessary and Medically Appropriate and performed and billed by an Eligible Provider. Services must be related to the diagnosis and/or treatment of a Member's illness, injury, or pregnancy. The portion of any charge for a service or supply that is more than the Maximum Allowable Charge amount will not be considered covered.

Your benefits for each expense will normally be a percentage of the Maximum Allowable Charge as stated in the Schedule of Benefits.

You should refer to the Schedule of Benefits to see what benefit maximums apply.

**Obtaining services not listed in this Attachment or not in accordance with the administrator's medical policies and procedures may result in the denial of payment or a reduction in reimbursement for otherwise eligible Covered Services. The administrator's Medical Policies can help Your Provider determine if a proposed service will be Covered.**

A Clinical Trial is a prospective biomedical or behavioral research study of human subjects that is designed to answer specific questions about biomedical or behavioral interventions (vaccines, drugs, treatments, devices, or new ways of using known drugs, treatments, or devices). Clinical Trials are used to determine whether new biomedical or behavioral interventions are safe, efficacious, and effective. **Only routine patient care associated with a Clinical Trial (but not the Clinical Trial itself) will be Covered under the Plan's benefits in accordance with medical policies and procedures.**

## HOSPITAL AND OTHER FACILITY PROVIDER SERVICES

### Inpatient Services

- Room, board and general nursing care;
- Special Care Unit as approved by BlueCross;
- Use of operating, delivery and treatment rooms;
- Drugs and medicines, including take home drugs;
- Sterile dressings, casts, splints and crutches;
- Anesthetics;
- Diagnostic services (x-ray and laboratory and certain other tests); and
- Certain therapy services.

Room, board and general nursing care will not be covered on the day of discharge unless admission and discharge occur on the same date, except this does not include a 23-hour observation room.

### Outpatient Services

- Treatment of accidental injuries;
- Treatment of a sudden and serious illness;
- Removal of sutures, anesthetics and their administration, and other surgical services provided by a Hospital Employee other than the surgeon or assisting surgeon;
- Drugs, crutches, and medical supplies;
- Telehealth, and
- Pre-admission testing.

### Emergency Services

Benefits will be provided as specified in the Schedule of Benefits for Emergency Services received in a Hospital Emergency department when symptoms have been recorded by the attending Physician that an Emergency Medical Condition could exist.

Prior Authorization for Emergency Services will not be required. However, once the Member's medical condition has stabilized, Prior Authorization will be required for continuing Inpatient care or transfer to another facility. Benefits will be reduced or denied if such Prior Authorization is not obtained.

An observation stay that occurs in conjunction with an ER visit will be subject to Member cost share under the "Outpatient Facility Services" section of the Schedule of

Benefits in addition to Member cost share for the ER visit.

## **PHYSICIAN AND OTHER PROFESSIONAL PROVIDER SERVICES**

### **Surgery**

Operative and cutting procedures.

### **Multiple or Bilateral Surgical Procedures**

When two or more covered surgical procedures are performed at the same time, or in one surgical setting, benefits will be based on:

- the amount of benefits for the procedure for which the highest dollar amount would be billed (if charges for the surgical procedures are different); and
- up to one-half of the benefits that are available with respect to the other covered surgical procedure(s), whether performed through the same or separate incisions.

### **Anesthesia**

Anesthesia administered by a Registered Nurse Anesthetist (RNA) or a Physician (MD other than the operating surgeon) provided the Surgery is covered.

### **Physicians' Services**

- A second and/or third surgical opinion received before Surgery
- Services of an attending Physician for Inpatient or Outpatient services, or consultation services when requested by the attending Physician
- Services of a Physician for treatment by x-ray, radium, or other radioactive substances
- Counseling services of a Physician, Licensed Psychologist designated, by law, as a health service provider, or Licensed Independent Practitioner of Social Work including treatment for drug addiction or alcoholism
- Telehealth
- Preventive/Well care services

Preventive health exam for adults and children in accordance with federal regulations, as outlined below and performed by the physician during the preventive health exam or referred by the physician as appropriate, including:

- Screenings and counseling services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)
- Bright Futures recommendations for infants, children and adolescents supported by the Health Resources and Services Administration (HRSA)
- Preventive care and screening for women as provided in the guidelines supported by HRSA, and
- Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Centers for Disease Control and Prevention (CDC).
- Lactation counseling by a trained provider during pregnancy or in the post-partum period (limited to one visit per pregnancy in addition to the consultation during the hospital confinement for delivery), and manual or electric breast pump. Members may purchase either a manual or an electric breast pump per birth (verification of pregnancy either by a claim filed with BlueCross or verification from provider will be required). Manual and Electric Breast Pumps will be covered at 100% of the Maximum Allowable Charge for Network Providers and retail stores. BlueCross will determine the allowed amount for the electric breast pump based on the manufacturer and model number. The Member will be liable for any charges over the allowed amount. Hospital Grade Electric Breast Pumps are eligible for rental only and will not exceed 3 months, unless Medically Necessary. After Members return the rented hospital grade electric pump, they will be eligible to purchase either a manual or non-hospital grade electric breast pump. Breast Pump replacement supplies (tubing, adapter, bottles, breast pump shields, caps, and locking rings) are Covered, however any convenience item (i.e.

car charger, pads, etc.) are not Covered.

### **Diagnostic Services**

When ordered by a covered Provider to determine a specific condition or disease:

- diagnostic services, including X-ray and other radiology services;
- laboratory and pathology services;
- cardiographic, encephalographic, and radioisotope test;
- prostate specific antigen (PSA) test;
- transrectal ultrasound for prostate cancer;
- group B Streptococcus testing on pregnant or newborn Members as recommended by the American College of Obstetricians and Gynecologists and the Center for Disease Control; and
- one annual cervical cancer screening.

### **Maternity Services**

Pregnancy and childbirth are covered on the same basis as an illness. Unless the mother and attending health care provider agree on an earlier date of discharge, benefits will be available for Hospital stays of not less than 48 hours following a conventional delivery or 96 hours following a cesarean delivery.

### **OTHER SERVICES**

#### **Ambulance**

Medically Necessary and Medically Appropriate ground or air transportation, services, supplies and medications by a licensed ambulance service when time or technical expertise of the transportation is essential to reduce the probability of harm to You. Prior Authorization may be required for certain air ambulance services.

#### 1. Covered Services

##### a. Ambulance Services – Air

- i. Medically Necessary and Medically Appropriate air transportation from the scene of an accident or Emergency to the nearest appropriate hospital. Air transportation is Covered only when Your condition requires immediate

and rapid transport that cannot be provided by ground transport.

##### b. Ambulance Services – Ground

- ii. Medically Necessary and Medically Appropriate ground transportation from the scene of an accident or Emergency to the nearest appropriate hospital.
- iii. Medically Necessary and Medically Appropriate treatment at the scene (paramedic services) without ambulance transportation.
- iv. Medically Necessary and Medically Appropriate ground transport when Your condition requires basic or advanced life support.

#### 2. Exclusions

- a. Transportation for the convenience of You, Your family and/or Your physician or other Provider.
- b. Transportation that is not essential to reduce the probability of harm to You.

### **Cardiac Rehabilitation Services**

Subject to Pre-Treatment Certification Requirements, benefits will be available as stated in the Schedule of Benefits for Cardiac Rehabilitation Services, including:

- cardiac exercise stress testing to obtain an exercise prescription;
- supervised exercise designed primarily to improve functional capacity (three visits per week for up to twelve weeks); or
- continuous ECG monitoring during exercise (for Members with high risk of recurrent cardiac events during exercise).

Services must begin within eight weeks following discharge from a Hospital following the Member's confinement for:

- myocardial infarction;

- coronary artery bypass surgery;
- Percutaneous transluminal coronary angioplasty;
- organ transplant (heart or heart/lung) surgery; or
- aortic or mitral valve surgery.

Services must be rendered in a Cardiac Rehabilitation Center (recognized by the American Association of Cardiovascular and Pulmonary Rehabilitation) in accordance with BlueCross Medical Necessity guidelines with regard to frequency and duration of exercise and education program.

### **Dental Care**

Benefits are provided only for dental work needed as a result of an Accidental Injury to the jaw, natural teeth, mouth, or face.

An injury caused by chewing or biting, or received in the course of other dental procedures, will not be considered an Accidental Injury.

### **Anesthesia for Dental Services**

Benefits will be available for anesthesia, as well as Inpatient or Outpatient Hospital expenses, in connection with a dental procedure if such procedure involves:

- complex oral surgical procedures that have a high probability of complications due to the nature of the Surgery;
- concomitant systemic disease for which the patient is under current medical management and that increases the probability of complications;
- mental illness or behavioral condition that precludes dental Surgery in an office setting;
- use of general anesthesia, and the Member's medical condition requires such procedure be performed in a Hospital; or
- dental Surgery performed on a Member eight years of age or younger, where such procedure cannot safely be provided in a dental office setting.

### **Diabetes Treatment**

Benefits are available for treatment, medical equipment, supplies and Outpatient self-management training and education, including nutritional counseling, for the treatment of

diabetes. In order to be covered, such services must be:

- prescribed and certified by a Physician as Medically Necessary; and
- provided by a Network Physician, Registered Nurse, Dietitian, or Pharmacist who has completed a diabetes patient management program recognized by the American Council on Pharmaceutical Education and the Tennessee Board of Pharmacy.

Services and supplies included under this provision shall include:

- blood glucose monitors, including monitors for the legally blind;
- test strips for blood glucose monitors;
- visual reading and urine test strips;
- injection aids;
- syringes and lancets;
- insulin pumps, infusion devices, and Medically Necessary accessories;
- podiatric appliances for prevention of complications associated with diabetes; and
- glucagon Emergency kits.

(Benefits for insulin and oral hypoglycemic agents will also be available).

### **Durable Medical Equipment and Supplies**

Benefits are available for the rental and, where deemed appropriate by BlueCross, the purchase of Durable Medical Equipment when Medically Necessary and Medically Appropriate prescribed by a Physician.

Benefits are also available to fit, adjust, repair, or replace Durable Medical Equipment, provided the need for this arises from normal wear or the Member's physical development -- and not as a result of improved technology or loss, theft, or damage.

Benefits are available for cranial hair prostheses (wigs) for hair loss resulting from chemotherapy, radiation, autoimmune and other clinical disease, subject to Deductible and Coinsurance and a \$500 Lifetime Maximum.

When Durable Medical Equipment is rented and the rental will extend beyond the period for which it was originally prescribed, a Physician must re-certify that the equipment is Medically Necessary for continued treatment. If a request for re-certification is not submitted, benefits will

cease on the date through which use of the equipment was previously prescribed.

### **Eyeglasses or Contact Lenses**

- The first set of eyeglasses or contact lenses required to adjust for vision changes due to cataract Surgery and obtained within 6 months following the Surgery.

### **Home Health Care**

Benefits are available for the following services when prescribed by Your Physician and performed and billed by a Home Health Care Agency: part-time or intermittent nursing care by a visiting RN or LPN (not to include private duty nursing); physical therapy and respiratory therapy by persons licensed to perform such services; oxygen and its administration; and diagnostic services.

### **Hospice Home Care**

(Benefits are provided at 100%)

- Hospice Home Care is an alternative to lengthy Inpatient treatment for terminally ill patients
- the patient's Physician must establish a plan of treatment
- an Approved Hospice must provide the services.

In-home services are available, such as:

- prescription drugs;
- medical supplies;
- Durable Medical Equipment;
- and other essential medical services.

### **Office Visits for an Illness or Injury**

Benefits will be available for an office visit in connection with an annual cervical cancer screening.

### **Organ Transplants – All Organ Transplants, Excluding Kidney**

Organ transplant benefits are complex. In order to maximize Your benefits, You are **strongly encouraged** to contact the Administrator's Transplant Case Management department by calling the number on the back of Your ID card as soon as Your Practitioner tells You that You might need a transplant.

#### 1. Prior Authorization

Transplant Services require Prior Authorization. Transplant Services that have not received Prior Authorization will not be Covered.

#### 2. Benefits

Transplant benefits are different than benefits for other services.

If a facility in the Blue Distinction Centers for Transplants (BDCT) Network is not used, benefits may be subject to reduced levels as outlined in the Schedule of Benefits. All Transplant Services must meet medical criteria for the medical condition for which the transplant is recommended.

You have access to three levels of benefits:

- a. Blue Distinction Centers for Transplants (BDCT) Network:** If You have a transplant performed at a facility in the BDCT Network, You will receive the highest level of benefits for Covered Services. The administrator will pay at the benefit level listed in "Schedule of Benefits" for the BDCT Network. A facility in the BDCT Network cannot bill You for any amount over Your Out-of-Pocket Maximum, which limits Your liability. **Not all Network Providers are in the BDCT Network. Please check with the Transplant Case Management department to determine which facilities are in the BDCT Network for Your specific transplant type.**
- b. Transplant Network:** If You want to receive the maximum benefit, You should use a facility in the BDCT Network. If You instead have a transplant performed at a facility in the Transplant Network (non-

BDCT), the Administrator will pay at the benefit level listed in “Schedule of Benefits” for the Transplant Network. Benefits will be limited to the applicable Transplant Maximum Allowable Charge (TMAC). **When You use a facility in the Transplant Network, Network Providers have the right to bill You for any unpaid amount up to the contracted rate; this amount may be substantial. Not all Network Providers are in the Transplant Network. Please check with the Transplant Case Management department to determine if the Transplant Network is the best network available for Your specific transplant type.**

- c. **Out-of-Network transplants:** If You have a transplant performed at a facility that is not in the BDCT Network or Transplant Network, You will receive the lowest level of benefits for Covered Services. The Administrator will pay at the benefit level listed in “Schedule of Benefits” for Out-of-Network Providers. Benefits will be limited to the applicable Transplant Maximum Allowable Charge (TMAC). **The Out-of-Network Provider has the right to bill You for any unpaid Billed Charges over the TMAC; this amount may be substantial. Please check with the Transplant Case Management department to determine if there are facilities available in the BDCT or Transplant Network for Your specific transplant type.**

Note: When the BDCT Network does not include a facility that performs Your specific transplant type, the Plan will pay at the benefit level listed in “Schedule of Benefits” for either the Transplant Network or for Out-of-Network Provider, based on the facility that is used. Benefits will NOT be limited to a Transplant Maximum Allowable Charge (TMAC). **If You use a facility in the Transplant Network, Network Providers have the right to bill You any unpaid amount up to the contracted rate. If You use an Out-of-Network facility, Out-of-Network Providers have the right to bill You for any unpaid Billed Charges. These amounts may be substantial. Please check with the Transplant Case Management department to determine if there are facilities available in the BDCT Network for Your specific transplant type.**

### 3. Covered Services

Benefits are payable for the following transplants if Medical Necessity and Medically Appropriate is determined and Prior Authorization is obtained:

- Pancreas
- Pancreas/Kidney
- Liver
- Heart
- Heart/Lung
- Lung
- Bone Marrow or Stem Cell transplant (allogeneic and autologous) for certain conditions
- Small Bowel
- Multi-organ transplants as deemed Medically Necessary

Benefits may be available for other organ transplant procedures that are not Investigational and that are Medically Necessary and Medically Appropriate.

### 4. Organ and Tissue Procurement

Organ and tissue acquisition/procurement are Covered Services, subject to the benefit level listed in “Schedule of



Benefits” and limited to the services directly related to the Transplant itself:

- Donor Search
- Testing for donor’s compatibility
- Removal of the organ/tissue from the donor’s body
- Preservation of the organ/tissue
- Transportation of the tissue/organ to the site of transplant
- Donor follow up care directly related to the organ donation, except as otherwise indicated under Exclusions

Note: Covered Services for the donor are Covered only to the extent not covered by other health coverage.

#### 5. Travel Expenses

**Travel Expenses for Transplant Services are Covered only if You go to a facility in the BDCT Network.**

Covered travel expenses must be approved by the Transplant Case Management department and include travel to and from the facility in the BDCT Network for a Covered transplant procedure and required post-transplant follow-up. Any travel expenses for follow-up visits occurring more than 12 months from the date of the transplant are not Covered.

Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum.

- Covered travel expenses will be limited as stated below:
  - Meals and lodging expenses, limited to \$150 per day
  - The aggregate limit for travel expenses, including meals and lodging, is \$15,000 per Covered transplant.

For full details on available travel expenses, visit [bcbst.com](http://bcbst.com) to review Our administrative services policy. Enter “travel, meals and lodging” in the *Search* field.

#### 6. Exclusions

The following services, supplies and charges are not Covered under this section:

- a. Transplant and related services, including donor services, that did not receive Prior Authorization;

- b. Any attempted Covered procedure that was not performed, except where such failure is beyond Your control;
- c. Non-Covered Services;
- d. Services that would be covered by any private or public research fund, regardless of whether You applied for or received amounts from such fund;
- e. Any non-human, artificial or mechanical organ not determined to be Medically Necessary;
- f. Payment to an organ donor or the donor’s family as compensation for an organ, or Payment required to obtain written consent to donate an organ;
- g. Removal of an organ from a Member for purposes of transplantation into another person, except as Covered by the Donor Organ Procurement provision as described above;
- h. Harvest, procurement, and storage of stem cells, whether obtained from peripheral blood, cord blood, or bone marrow when reinfusion is not scheduled or anticipated to be scheduled within an appropriate time frame for the patient’s covered stem cell transplant diagnosis;
- i. Other non-organ transplants (e.g., cornea) are not Covered under this Section, but may be Covered as an Inpatient Hospital Service or Outpatient Facility Service, if Medically Necessary;
- j. Complications, side effects or injuries as a result of organ donation.

#### **Organ Transplants – Kidney**

Medically Necessary and Medically Appropriate kidney transplant and related services.

You are encouraged to contact Our Transplant Case Management department by calling the number on the back of Your Member ID card as soon as Your Practitioner tells You that You might need a kidney transplant.

Prior Authorization for Covered Services must be obtained from the Plan, or benefits will be reduced.

1. Covered Services
  - a. Room and board; general nursing care; medications; injections; diagnostic services; and special care units.
  - b. Attending Practitioner's services for professional care.

2. Kidney Procurement

Kidney acquisition/procurement are Covered Services, subject to the benefit level listed in "Schedule of Benefits" and limited to the services directly related to the Transplant Service itself:

- a. Donor search.
- b. Testing for donor's compatibility.
- c. Removal of the kidney from the donor's body.
- d. Preservation of the kidney.
- e. Transportation of the kidney to the site of transplant.
- f. Donor follow-up care directly related to the kidney donation, except as otherwise indicated under Exclusions.

Note: Covered Services for the donor are Covered only to the extent not covered by other health coverage.

3. Exclusions

The following services, supplies and charges are not Covered under this section:

- a. Kidney transplant and related services, including donor services, which did not receive Prior Authorization.
- b. Services that would be covered by any private or public research fund, regardless of whether You applied for or received amounts from such fund.
- c. Any non-human, artificial or mechanical kidney not determined to be Medically Necessary.
- d. Payment to an organ donor or the donor's family as compensation for a kidney, or payment required to obtain written consent to donate a kidney.

- e. Removal of a kidney from a Member for purposes of transplantation into another person, except as Covered by the kidney procurement provision as described above.
- f. Complications, side effects or injuries as a result of kidney donation.

### **Outpatient Private Duty Nursing**

Benefits are available for private duty nursing when such care is given by a practicing Registered Nurse (RN) or a Licensed Practical Nurse (LPN), provided their professional skills are Medically Necessary to provide the appropriate level of care: and such services are ordered by a Physician.

## **Prosthetic Appliances**

Benefits are available for orthopedic braces (except corrective shoes and arch supports), crutches, and prosthetic appliances such as artificial limbs and eyes. Replacement, repair, or adjustment of the appliances is also covered if the need for this arises from normal wear or the Member's physical development and not as a result of improved technology, loss, theft, or damage to the appliance or device.

## **Therapy Services**

- **aquatic therapy** – physical therapy performed in water
- **chemotherapy** --treatment of malignant disease by chemical or biological agents
- **dialysis** -- treatment of a kidney ailment, including the use of an artificial kidney machine
- **home Infusion Therapy** -- treatment that involves the continuous slow introduction of a solution into the body
- **inpatient rehabilitation services** – a confinement primarily for rehabilitative services (these services are limited to 100 days per Annual Benefit Period)
- **occupational therapy** -- treatment that involves the use of activities designed to restore, develop and/or maintain a person's ability to accomplish those daily living tasks necessary to a particular occupational role
- **physical therapy** -- treatment to relieve pain, restore bodily function, and prevent disability following illness, injury, or loss of a body part
- **radiation therapy** -- treatment of disease by x-ray, radium, or radioactive isotopes
- **respiratory therapy** -- introduction of dry or moist gases into the lungs
- **speech therapy** -- treatment to restore or significantly improve a speech loss or impairment due to a congenital defect for which corrective Surgery has been performed, Accidental Injury, or disease other than a functional nervous disorder.

## Family Planning and Reproductive Services

Benefits are available for Medically Necessary and Medically Appropriate family planning services, including:

- **diagnostic testing, history and physical exam and genetic testing;**
- **inter-uterine devices (iuds);**
- **injectible contraceptives;**
- **vasectomies; and**
- **sterilization procedures.**

---

### SECTION V - LIMITATIONS/EXCLUSIONS

---

The services and supplies described in this EOC are subject to Medical Necessity, coverage provisions and the following limitations and exclusions. When a service or supply is limited or excluded all expenses related to and in connection with the service and/or supply will also be limited or excluded. Read this section carefully before submitting a claim.

#### EXCLUSIONS

1. services or supplies not prescribed or performed by a Physician or Professional Other Provider, as defined in the Basic Terms Section
  2. services or supplies that are not Medically Necessary
  3. services provided before the Member's coverage begins
  4. a drug, device, or medical treatment or procedure that is experimental or Investigational (see Section XII, Definition of Terms)
  5. any work related illness or injury compensable under Workers' Compensation or On the Job Injury Program.
  6. services or supplies furnished without cost under the laws of any government except Medicaid (TennCare<sup>SM</sup>) coverage provided by the State of Tennessee
  7. illness or injury resulting from war occurring after the Member's coverage begins
  8. services for which the patient is not required or legally obligated to pay
  9. services or supplies received in a dental or medical department maintained by or on behalf of an Employer, mutual benefit association, labor union, trust, or similar group
  10. services, supplies or prosthetics primarily to improve appearance or that are provided in order to correct or repair the results of a prior surgical procedure the primary purpose of which was to improve appearance
- However, reconstructive breast Surgery as a result of a mastectomy (other than a lumpectomy), and Surgery on the non-diseased breast needed to establish symmetry between the two breasts is covered.
- Benefits will also be available for surgery needed to restore an impaired bodily function if the condition results from:
- \* disease;
  - \* birth defect;
  - \* Surgery (excluding non-functional scar revision); or
  - \* Accidental Injury.
11. Voice modification Surgery or voice therapy.
  12. self-treatment or services provided by any person related to the Member by blood or marriage, including the Member's spouse, parent, child, legal guardian, aunt, uncle, stepchild, or any person who resides in the Member's immediate household
  13. services rendered by other than a Hospital, Physician or Other Provider(s) specified in this Plan
  14. services paid under any other group, blanket or franchise insurance coverage; any other BlueCross or BlueShield group health plan, other health insurance plan, union welfare plan, or labor-management trust plan
  15. personal hygiene and convenience items (such as air conditioners, humidifiers, or physical fitness equipment)
  16. charges incurred due to failure to keep a scheduled appointment, or charges to complete a claim form or to provide medical records
  17. Charges for telephone consultations, e-mail or web based consultations, except

as may be provided for by specially arranged Care Management programs, health and wellness programs or emerging health care programs as described in the “Prior Authorization, Care Management, Medical Policy and Patient Safety” and “Health and Wellness Services” section of this EOC or in accordance with the Covered Services for Telehealth in the “Your Benefits” section of this EOC

18. Hospital admissions that are primarily for diagnostic studies
19. Custodial Care
20. routine foot care, or the treatment of flat feet, corns, bunions, calluses, toe nails, fallen arches, weak feet, and chronic footstrain
21. routine physical examinations, immunizations, and screening examinations including x-rays made without film, except as otherwise specified
22. Physician's charges for well-baby care, except as otherwise specified
23. services or supplies for dental care (except as specified in Section IV – Your Benefits) including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) periodontal surgery; (8) prophylactic removal of wisdom teeth; (9) root canals (10) preventive care (cleanings, x-rays); (11) replacement of teeth (including implants, false teeth, bridges); (12) bone grafts (alveolar surgery); (13) treatment of injuries caused by biting and chewing; (14) treatment of teeth roots; and (15) treatment of gums surrounding the teeth.
24. eyeglasses, contact lenses, and examinations for and the fitting of eyeglasses and contact lenses
25. hearing aids for Members age 18 or older.
26. Hearing aid batteries, cords and other assistive listening devices such as FM systems.
27. Hospital admissions primarily for physical therapy

(Physical therapy is covered where there is another primary diagnosis.)

28. rehabilitative services of any kind, including, but not limited to, hydrotherapy and educational therapy, except as otherwise specified

(If we determine that services during a continuous Hospital confinement have developed into primarily rehabilitative services, that portion of the stay beginning on the day of such development will be covered, subject to the Deductible and Coinsurance, but limited to 100 days per Annual Benefit Period.)

29. procedures, drugs or biologicals for, or in connection with, artificial insemination, in vitro fertilization, or any other service or supply intended to create a pregnancy

However, a service or supply may be covered if it is provided to treat an illness or underlying medical condition resulting in infertility. Services that may be covered under this provision include:

- \* treatment to correct a previous tubal pregnancy, and
- \* treatment by ovulatory drugs (such as clomid) or hormonal treatment used primarily to treat irregular menstrual periods.

30. services covered under Medicare, except as required by applicable state or federal law
31. non-medical self-care or self-help training and any related diagnostic testing or medical social services
32. any services or supplies designed to correct refractive errors of the eyes, except Surgery for removal of cataracts (including surgical implant of a prosthetic lens following cataract extraction), except as otherwise specified
33. an artificial heart or any other artificial organ, or any associated expense
34. services or supplies for the reversal of sterilization
35. services or supplies incurred after a Concurrent Review determines the services and supplies are no longer Medically Necessary
36. charges in excess of the Maximum Allowable Charge for Covered Services
37. services rendered for or in connection with physical therapy that consist primarily in the application, supervision, or direction in the

- use of exercise or physical fitness equipment--whether or not such services are rendered by an Eligible Provider
38. any balance of charges, Deductibles, or Coinsurance resulting from a Member's failure to comply with applicable requirements of any other individual or group health plan, including: Prior Authorization, second surgical opinion consultation, Outpatient Surgery, or concurrent care review programs
  39. services or supplies in connection with treatment of obesity, except as otherwise noted
  40. any charges for services and supplies rendered to a Member that require the Prior Authorization of BlueCross BlueShield of Tennessee, where such Prior Authorization is not given
  41. services required as a result of the commission of a felony by the Member, or the attempt to commit a felony
  42. services or supplies rendered prior to the Effective Date or after a Member's coverage is terminated, except as otherwise specified
  43. room, board, and general nursing care rendered on the date of discharge, unless both admission and discharge occur on the same day
  44. a second or third surgical opinion rendered by a Physician in the same medical group or practice as (a) the Physician who initially recommended the Surgery, or (b) the Physician who rendered either the second or third surgical opinion
  45. staff consultations required by Hospital rules
  46. prosthetic appliances or items of Durable Medical Equipment to replace those that were lost, damaged, or stolen or prescribed as a result of improved technology, except when the new technology is replacing items as a result of normal wear and tear, defects, or obsolescence and aging
  47. exercise or athletic equipment, saunas, whirlpools, air conditioners, water purifiers, humidifiers, home modifications or improvements, motorized vehicles (except electric wheelchairs), swimming pools, tanning beds, and recreational equipment
  48. dental appliances, including those used for correction of jaw malformations, except where prescribed as part of a surgical procedure necessary to restore a major bodily function
  49. Inpatient private duty nursing in an acute care Hospital
  50. over-the-counter drugs (not requiring a prescription), unless required by law or specifically designated as covered under this Plan; prescription devices, vitamins, except those that by law require a prescription; and/or prescription drugs dispensed in a doctor's office
  51. for any care or treatment involving acupuncture
  52. replacement of implanted cataract lenses
  53. for court-ordered treatment of a Subscriber unless benefits are otherwise payable
  54. medical treatment for which the Member has been reimbursed under a mass tort or class action lawsuit, settlement or judgment
  55. Induced abortion unless: (1) the health care Practitioner certifies in writing that the pregnancy would endanger the life of the mother; or (2) the fetus is not viable; or (3) the pregnancy is a result of rape or incest; or (4) the fetus has been diagnosed with a lethal or otherwise significant abnormality
  56. Human growth hormones, unless covered under the Prescription Drug program in this EOC
  57. Methadone and methadone maintenance therapy
  58. Services considered Cosmetic, except when Medically Necessary and Medically Appropriate. This exclusion also applies to surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service. Services that could be considered Cosmetic include, but are not limited to: (1) breast augmentation; (2) sclerotherapy injections, laser or other treatment of spider veins and varicose veins; (3) rhinoplasty; (4) panniculectomy/abdominoplasty; and (5) Botulinum toxin
  59. Services that are always considered Cosmetic include, but are not limited to,

(1) removal of tattoos; (2) facelifts; (3) body contouring or body modeling; (4) injections to smooth wrinkles; (5) piercing ears or other body parts; (6) rhytidectomy or rhytidoplasty; (7) thighplasty; (8) brachioplasty; (9) keloid removal; (10) dermabrasion; (11) chemical peels; (12) lipectomy; and (13) laser resurfacing

60. Charges relating to surrogate pregnancy when the surrogate mother (carrying a fetus to term for another individual) is a Covered Member under this Plan.
61. Charges relating to surrogate pregnancy when the surrogate mother is not a Covered Member under this Plan.
62. Compound drugs, unless Medically Necessary and Medically Appropriate

---

## SECTION VI - CLAIMS AND PAYMENT

---

When You receive Covered Services, either You or the Provider must submit a claim form to Us. We will review the claim, and let You, or the Provider, know if We need more information, before We pay or deny the claim. We follow Our internal administration procedures when We adjudicate claims.

### CLAIMS

Due to federal regulation, there are several terms to describe a claim: pre-service claim; post-service claim; and a claim for Urgent Care.

- A pre-service claim is any claim that requires approval of a Covered Service in advance of obtaining medical care as a condition of receipt of a Covered Service, in whole or in part.
- A post-service claim is a claim for a Covered Service that is not a pre-service claim – the medical care has already been provided to You. Only post-service claims can be billed to the Plan, or You.
- Urgent Care is medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the claimant; or (2) the claimant's ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.

### CLAIMS BILLING

You should not be billed or charged for Covered Services rendered by Network Providers, except for required Member payments. The Network Provider will submit the claim directly to Us.

You may be charged or billed by an Out-of-Network Provider for Covered Services rendered by that Provider. If You use an

Out-of-Network Provider, You are responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service. You are also responsible for complying with any of the Plan's medical management policies or procedures (including, obtaining Prior Authorization of such Services, when necessary).

- If You are charged, or receive a bill, You must submit a claim to Us.
- To be reimbursed, You must submit the claim within 1 year and 90 days from the date a Covered Service was received. If You do not submit a claim, within the 1 year and 90 day time period, it will not be paid. If it is not reasonably possible to submit the claim within the 1 year and 90 day time period, the claim will not be invalidated or reduced.

Not all Covered Services are available from Network Providers. There may be some Provider types that We do not contract with. These Providers are called Non-Contracted Providers. Claims for services received from Non-Contracted Providers are handled as described in sections a. and b. above. You are also responsible for complying with any of the Plan's medical management policies or procedures (including, obtaining Prior Authorization of such Services, when necessary).

You may request a claim form from Our customer service department. We will send You a claim form within 15 days. You must submit proof of payment acceptable to Us with the claim form. We may also request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.

A Network Provider or an Out-of-Network Provider may refuse to render, or reduce or terminate a service that has been rendered, or require You to pay for what You believe should be a Covered Service. If this occurs:

- You may submit a claim to Us to obtain a Coverage decision concerning whether the Plan will Cover that service. For example, if a pharmacy (1) does not provide You with a prescribed medication; or (2) requires You to pay for that prescription, You may submit a claim to the Plan to



obtain a Coverage decision about whether it is Covered by the Plan.

- You may request a claim form from Our customer service department. We will send You a claim form within 15 days. We may request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.
- Providers may bill or charge for Covered Services differently. Network Providers are reimbursed based on Our agreement with them. Different Network Providers have different reimbursement rates for different services. Your Out-of-Pocket expenses can be different from Provider to Provider.

## **PAYMENT**

If You received Covered Services from a Network Provider, We will pay the Network Provider directly. These payments are made according to Our agreement with that Network Provider. You authorize assignment of benefits to that Network Provider. Covered Services will be paid at the Network Benefit level.

Out-of-Network Providers may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. Payment for Covered Services may be made to either the Out-of-Network Provider or to You, at the Plan's discretion. You will be responsible for any unpaid Billed Charges. The Plan's Payment fully discharges its obligation related to that claim.

- Non-Contracted Providers may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. Payment for Covered Services may be made to either the Non-Contracted Provider or to You, at the Plan's discretion. You will be responsible for any unpaid Billed Charges. The Plan's Payment fully

discharges its obligation related to that claim.

- If the ASA is terminated, all claims for Covered Services rendered prior to the termination date, must be submitted to the Plan within 1 year and 90 days from the date the Covered Services were received.
- We will pay benefits within 30 days after we receive a claim form that is complete. Claims are processed in accordance with current industry standards, and based on Our information at the time We receive the claim form. We are not responsible for over or under payment of claims if Our information is not complete or inaccurate. We will make reasonable efforts to obtain and verify relevant facts when claim forms are submitted.
- When a claim is paid or denied, in whole or part, You will receive an Explanation of Benefits (EOB). This will describe how much was paid to the Provider, and also let You know if You owe an additional amount to that Provider. The administrator will send the EOB to the last address on file for You.
- You are responsible for paying any applicable Coinsurance or Deductible amounts to the Provider. If We pay such amounts to a healthcare provider on Your behalf, We may collect those cost-sharing amounts directly from You.

Payment for Covered Services is more fully described in the Schedule of Benefits.

## **"INFORMATION PLEASE.."**

Whenever You need to file a claim, We can process it for You more efficiently if You complete a claim form. This will ensure that You provide all the information needed. Most providers will have claim forms, or You can request them from Us by calling the customer service number shown on the membership ID card.

Mail all claim forms to:

BlueCross BlueShield of Tennessee  
Claims Service Center  
1 Cameron Hill Circle, Suite 0002

Chattanooga, Tennessee 37402-0002

In addition to using a claim form, there are two other ways You can help to ensure timely response to Your claim:

1. Keep Us informed if You have other health insurance.

In processing a claim where two or more group health programs are involved, benefits are coordinated between the two programs. This coordination allows the patient, whenever possible, to meet his health care expenses -- and yet not collect more than the actual costs.

To avoid delays that may occur when We have to ask about Your coverage under another plan, be sure to let Us know if You become covered under another group health program.

2. Let Us know if You move.

Notify Us of Your new address to make sure You receive claim payments and Explanations of Benefits (EOB) paid on Your behalf. Change of address cards are available through the company's Benefits Manager.

---

## SECTION VII - COORDINATION OF BENEFITS

---

This EOC includes the following Coordination of Benefits (COB) provision that applies when a Member has coverage under more than one group contract or health care "Plan." Rules of this Section determine whether the benefits available under this EOC are determined before or after those of another Plan. In no event, however, will benefits under this EOC be increased because of this provision.

If this COB provision applies, the order of benefits determination rules should be looked at first. Those rules determine whether the Plan's benefits are determined before or after those of another Plan.

### 1. Definitions

The following terms apply to this provision:

- "Plan" means any form of medical or dental coverage with which coordination is allowed. "Plan" includes:
  - (1) group, blanket, or franchise insurance;
  - (2) a group BlueCross Plan, BlueShield Plan;
  - (3) group or group-type coverage through HMOs or other prepayment, group practice and individual practice plans;
  - (4) coverage under labor management trust Plans or employee benefit organization Plans;
  - (5) coverage under government programs to which an employer contributes or makes payroll deductions;
  - (6) coverage under a governmental Plan or coverage required or provided by law;
  - (7) medical benefits coverage in group, group-type, and individual automobile "no-fault" and traditional automobile "fault" type coverages;

- (8) coverage under Medicare and other governmental benefits; and
  - (9) any other arrangement of health coverage for individuals in a group.
- b. "Plan" does not include individual or family:
- (1) Insurance contracts;
  - (2) Subscriber contracts;
  - (3) Coverage through Health Maintenance (HMO) organizations;
  - (4) Coverage under other prepayment, group practice and individual practice plans;
  - (5) Public medical assistance programs (such as TennCare<sup>sm</sup>);
  - (6) Group or group-type hospital indemnity benefits of \$100 per day or less;
  - (7) School accident-type coverages.
- Each Contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two parts and COB rules apply to only one of the two, each of the parts is a separate Plan.
- c. "This Plan" refers to the part of the employee welfare benefit plan under which benefits for health care expenses are provided.
- The term "Other Plan" applies to each arrangement for benefits or services, as well as any part of such an arrangement that considers the benefits and services of other contracts when benefits are determined.
- d. Primary Plan/Secondary Plan.
- (1) The order of benefit determination rules state whether This Plan is a "Primary Plan" or "Secondary Plan" as to another plan covering You.
  - (2) When This Plan is a Primary Plan, its benefits are determined before those of the Other Plan. We do not consider the Other Plan's benefits.
  - (3) When This Plan is a Secondary Plan, its benefits are determined after those of the Other Plan and may be

reduced because of the Other Plan's benefits.

- (4) When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more Other Plans, and may be a Secondary Plan as to a different Plan or Plans.
- e. "Allowable Expense" means a necessary, reasonable and customary item of expense when the item of expense is covered at least in part by one or more Plans covering the Member for whom the claim is made.
- (1) When a Plan provides benefits in the form of services, the reasonable cash value of a service is deemed to be both an Allowable Expense and a benefit paid.
  - (2) We will determine only the benefits available under This Plan. You are responsible for supplying Us with information about Other Plans so We can act on this provision.
- f. "Claim Determination Period" means an Annual Benefit Period. However, it does not include any part of a year during which You have no coverage under This Plan or any part of a year prior to the date this COB provision or a similar provision takes effect.

## 2. **Order of Benefit Determination Rules**

This Plan determines its order of benefits using the first of the following rules that applies:

- **Non-Dependent/Dependent**  
The benefits of the Plan that covers the person as an Employee, Member, or Subscriber (that is, other than as a Dependent) are determined before those of the Plan that covers the person as a Dependent, except that:
  - (1) if the person is also a Medicare beneficiary and,
  - (2) if the rule established by the Social Security Act of 1965 (as amended) makes Medicare secondary to the Plan covering

the person as a Dependent of an active Employee, then the order of benefit determination shall be:

- benefits of the Plan of an active Employee covering the person as a Dependent;
  - Medicare;
  - benefits of the Plan covering the person as an Employee, Member, or Subscriber.
- b. **Dependent Child/Parents Not Separated or Divorced**  
Except as stated in Paragraph (c) below, when This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":
- (1) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
  - (2) If both parents have the same birthday, the benefits of the Plan that has covered one parent longer are determined before those of the Plan that has covered the other parent for a shorter period of time.
  - (3) However, if the Other Plan does not have the rule described immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the Other Plan will determine the order of benefits.
- c. **Dependent Child/Separated or Divorced Parents**  
If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:
- (1) First, the Plan of the parent with custody of the child;
  - (2) Then, the Plan of the spouse of the parent with the custody of the child; and
  - (3) Finally, the Plan of the parent not having custody of the child.

- (4) However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. The Plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.
- (5) If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in Paragraph 2(b), Dependent Child/Parents Not Separated or Divorced.
- d. Active/Inactive Employee
- The benefits of a Plan that covers a person as an Employee who is neither laid off nor retired are determined before those of a Plan that covers that person as a laid off or retired Employee. If the Other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this Rule is ignored.
- e. Longer/Shorter Length of Coverage
- If none of the above Rules determines the order of benefits, the benefits of the Plan that has covered an Employee, Member, or Subscriber longer are determined before those of the Plan that has covered that person for the shorter term.
- (1) To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended.
- (2) The start of the new Plan does not include:
- A change in the amount or scope of a Plan's benefits;
  - A change in the entity that pays, provides, or administers the Plan's benefits; or
  - A change from one type of Plan to another (such as, from a single Employer Plan to that of a multiple Employer plan.)
- (3) The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a Member of the Group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.
- If the Other Plan does not contain provisions establishing the Order of Benefit Determination Rules, the benefits under the Other Plan will be determined first.
- f. Plans with Excess and Other Non-conforming COB Provisions
- Some Plans declare their coverage "in excess" to all Other Plans, "always Secondary," or otherwise not governed by COB rules. These Plans are called "Non-complying Plans."
- Rules. This Plan coordinates its benefits with a Non-complying Plan as follows:
- (1) If This Plan is the Primary Plan, it will provide its benefits on a primary basis.
- (2) If This Plan is the Secondary Plan, it will provide benefits first, but the amount of benefits and liability of This Plan will be limited to the benefits of a Secondary Plan.
- (3) If the Non-complying Plan does not provide information needed to

determine This Plan's benefits within a reasonable time after it is requested, This Plan will assume that the benefits of the Non-complying Plan are the same as the benefits of This Plan and provide benefits accordingly. However, this Plan must adjust any payments it makes based on such assumption whenever information becomes available as to the actual benefits of the Non-complying Plan.

(4) If:

(a) The Non-complying Plan reduces its benefits so that the Member receives less in benefits than he or she would have received had the Complying Plan paid, or provided its benefits as the Secondary Plan, and the Non-complying Plan paid or provided its benefits as the Primary Plan; and

(b) Governing state law allows the right of subrogation set forth below;

then the Complying Plan shall advance to You or on Your behalf an amount equal to such difference. However, in no event shall the Complying Plan advance more than the Complying Plan would have paid, had it been the Primary Plan, less any amount it previously paid. In consideration of such advance, the Complying Plan shall be subrogated to all Your rights against the Non-complying Plan. Such advance by the Complying Plan shall also be without prejudice it may have against the Non-complying Plan in the absence of such subrogation.

### 3. **Effect on the Benefits of this Plan**

This provision applies where there is a basis for a claim under This Plan and the Other Plan and when benefits of This Plan are determined as a Secondary Plan.

- Benefits of This Plan will be reduced when the sum of:
  - (1) the benefits that would be payable for the Allowable Expenses under This Plan, in the absence of this COB provision; and
  - (2) the benefits that would be payable for the Allowable Expenses under the Other Plan(s), in the absence of provisions with a purpose similar to that of this COB provision, whether or not a claim for benefits is made;

exceeds Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the Other Plan(s) do not total more than Allowable Expenses.

b. When the benefits of This Plan are reduced as described above, each benefit is reduced proportionately and is then charged against any applicable benefit limit of This Plan.

c. The administrator will not, however, consider the benefits of the Other Plan(s) in determining benefits under This Plan when:

- (1) the Other Plan has a rule coordinating its benefits with those of This Plan and such rule states that benefits of the Other Plan will be determined after those of This Plan; and
- (2) the order of benefit determination rules requires Us to determine benefits before those of the Other Plan.

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

Certain facts are needed to apply these COB rules. We have the right to decide which facts We need. We may get needed facts from, or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the claim.

### 5. **Facility of Payment**

A payment under Another Plan may include an amount that should have been

paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount would then be treated as if it were a benefit paid under This Plan. We will not have to pay that amount again. The term “Payment Made” includes providing benefits in the form of services; in which case, Payment Made means reasonable cash value of the benefits provided in the form of services.

**6. Right of Recovery**

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

- a. The persons it has paid or for whom it has paid;
- b. Insurance companies; or
- c. Other organizations.

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

**7. Are You Also Covered by Medicare?**

If You are also Covered by Medicare, We follow the Medicare Secondary Payor (MSP) rules to determine Your benefits. If Your Employer has 20 or fewer employees, the MSP rules might not apply. Please contact customer service at the toll free number on Your membership ID card if You have any questions.

---

**SECTION VIII -  
GRIEVANCE PROCEDURES**

---

**I. INTRODUCTION**

Our Grievance procedure (the “Procedure”) is intended to provide a fair, quick and inexpensive method of resolving any and all Disputes with the Plan. Such Disputes include: any matters that cause You to be dissatisfied with any aspect of Your relationship with the Plan; any Adverse Benefit Determination concerning a Claim; or any other claim, controversy, or potential cause of action You may have against the Plan. Please contact the customer service department at the number listed on the membership ID card: (1) to file a Claim; (2) if You have any questions about this EOC or other documents related to Your Coverage (e.g., an explanation of benefits or monthly claims statement); or (3) to initiate a Grievance concerning a Dispute.

- a. This Procedure is the exclusive method of resolving any Dispute. Exemplary or punitive damages are not available in any Grievance or litigation, pursuant to the terms of this EOC. Any decision to award damages must be based upon the terms of this EOC.
- b. The Procedure can only resolve Disputes that are subject to Our control.
- c. You cannot use this Procedure to resolve a claim that a Provider was negligent. Network Providers are independent contractors. They are solely responsible for making treatment decisions in consultation with their patients. You may contact the Plan, however, to complain about any matter related to the quality or availability of services, or any other aspect of Your relationship with Providers.
- d. This Procedure incorporates the definitions of: (1) Adverse Benefit Determination; (2) urgent care; and (3) pre-service and post-service claims (“Claims”), that are in the Employee Retirement Income

Security Act of 1974 (“ERISA”); Rules and Regulations for Administration and Enforcement; Claims Procedure (the “Claims Regulation”).

An Adverse Benefit Determination is any denial, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service.

- a. If a Provider does not render a service, or reduces or terminates a service that has been rendered, or requires You to pay for what You believe should be a Covered Service, You may submit a Claim to Us to obtain a determination concerning whether the Plan will cover that service. As an example, if a pharmacy does not provide You with a prescribed medication or requires You to pay for that prescription, You may submit a Claim to Us to obtain a determination about whether it is Covered by the Plan. Providers may be required to hold You harmless for the cost of services in some circumstances.
- b. Providers may also appeal an Adverse Benefit Determination through Our Provider dispute resolution procedure.
- c. A Plan determination will not be an Adverse Benefit Determination if: (1) a Provider is required to hold You harmless for the cost of services rendered; or (2) until a final Adverse Benefit Determination has been rendered in a matter being appealed through the Provider dispute resolution procedure.
- d. You may request a form from the Plan to authorize another person to act on Your behalf concerning a Dispute.
- e. We, the Plan and You may agree to skip one or more of the steps of this Procedure if it will not help to resolve the Dispute.



- f. Any Dispute will be resolved in accordance with applicable Tennessee or Federal laws and regulations, the ASA and this EOC.

## II. DESCRIPTION OF THE REVIEW PROCEDURES

### A. Inquiry

An Inquiry is an informal process that may answer questions or resolve a potential Dispute. You should contact the customer service department if You have any questions about how to file a Claim or to attempt to resolve any Dispute. Making an Inquiry does not stop the time period for filing a Claim or beginning a Dispute. You do not have to make an Inquiry before filing a Grievance.

### B. First Level Grievance

You must submit a written request asking the Plan to reconsider an Adverse Benefit Determination, or take a requested action to resolve another type of Dispute (Your "Grievance"). You must begin the Dispute process within 180 days from the date We issue notice of an Adverse Benefit Determination from the Plan or from the date of the event that is otherwise causing You to be dissatisfied with the Plan. If You do not initiate a Grievance within 180 days of when We issue an Adverse Benefit Determination, We may raise Your failure to initiate a Grievance in a timely manner as a defense if You file a lawsuit against the Administrator later.

Contact the customer service department at the number listed on Your membership ID card for assistance in preparing and submitting Your Grievance. They can provide You with the appropriate form to use in submitting a Grievance. This is the first level Grievance procedure and is mandatory. BlueCross is a limited fiduciary for the first level Grievance.

#### 1. Grievance Process

After We have received and reviewed Your Grievance, Our first

level Grievance committee will meet to consider Your Grievance and any additional information that You or others submit concerning that Grievance. In Grievances concerning urgent care or pre-service Claims, We will appoint one or more qualified reviewer(s) to consider such Grievances. Individuals involved in making prior determinations concerning Your Dispute are not eligible to be voting members of the first level Grievance committee or reviewers. Such determinations shall be subject to the review standards applicable to ERISA plans, even if the Plan is not otherwise governed by ERISA.

#### 2. Written Decision

The committee or reviewers will consider the information presented, and You will receive a written decision concerning Your Grievance as follows:

- For a pre-service claim, within 30 days of receipt of Your request for review;
- For a post-service claim, within 60 days of receipt of Your request for review; and
- For a pre-service, urgent care claim, within 72 hours of receipt of Your request for review.

The decision of the Committee will be sent to You in writing and will contain:

- a. A statement of the committee's understanding of Your Grievance;
- b. The basis of the committee's decision; and
- c. Reference to the documentation or information upon which the committee based its decision. You may receive a copy of such documentation or information, without charge, upon written request.

### **C. Second Level Grievance**

You may file a written request for reconsideration with Us within ninety (90) days after We issue the first level Grievance committee's decision.

This is called a second level Grievance. Information on how to submit a second level Grievance will be provided to You in the decision letter following the first level Grievance review.

If the Plan is governed by ERISA, You also have the right to bring a civil action against the Plan to obtain the remedies available pursuant to Sec. 502(a) of ERISA ("ERISA Actions") after completing the mandatory first level Grievance process.

The Plan may require You to exhaust each step of this Procedure in any Dispute that is not an ERISA Action:

Your decision concerning whether to file a second level Grievance has no effect on Your rights to any other benefits under the Plan. If You file a second level Grievance concerning an ERISA Action, the Plan agrees to toll any time defenses or restrictions affecting Your right to bring a civil action against the Plan until the second level committee makes its decision. Any person involved in making a decision concerning Your Dispute (e.g. first level committee members) will not be a voting member of the second level Grievance committee.

#### **1. Grievance Process**

You may request an in-person or telephonic hearing before the second level Grievance committee. You may also request that the second level Grievance committee reconsider the decision of the first level committee, even if You do not want to participate in a hearing concerning Your Grievance. If You wish to participate, Our representatives will contact You to explain the hearing process and schedule the time, date and place for that hearing.

In either case, the second level committee will meet and consider all relevant information presented about Your Grievance, including:

- a. Any new, relevant information that You submit for consideration; and
- b. Information presented during the hearing. Second level Grievance committee members and You will be permitted to question each other and any witnesses during the hearing. You will also be permitted to make a closing statement to the committee at the end of the hearing.

#### **2. Written Decision**

After the hearing, the second level committee will meet in closed session to make a decision concerning Your Grievance. That decision will be sent to You in writing. The written decision will contain:

- a. A statement of the second level committee's understanding of Your Grievance;
- b. The basis of the second level committee's decision; and
- c. Reference to the documentation or information upon which the second level committee based its decision. Upon written request, We will send You a copy of any such documentation or information, without charge.

### **D. Independent Review of Medical Necessity Determinations**

If Your Grievance involves a Medical Necessity determination, then either: (1) after completion of the mandatory first level Grievance; or (2) after completion of the mandatory first level Grievance followed by completion of the second level Grievance, You may request that the Dispute be submitted to a neutral third party, selected by Us, to independently review and resolve such Dispute(s). If You request an independent review following the

mandatory first level Grievance, You waive Your right to a second level Grievance and Your right to present oral testimony during the Grievance Process. Your request for independent review must be submitted in writing within 180 days after the date You receive notice of the decision. Receipt shall be deemed to have occurred no more than two days after the date of issuance of the decision. Any person involved in making a decision concerning Your Dispute will not be a voting member of the independent review panel or committee.

Your decision concerning whether to request independent review has no effect on Your rights to any other benefits under the Plan. If You request independent review of an ERISA Action, We agree to toll any time defenses or restrictions affecting Your right to bring a civil action against the Employer or Employer's Plan, until the independent reviewer makes its decision.

The Employer or Employer's Plan will pay the fee charged by the independent review organization and its reviewers if You request that the Plan submit a Dispute to independent review. You will be responsible for any other costs that You incur to participate in the independent review process, including attorney's fees.

We will submit the necessary information to the independent review entity within 5 business days after receiving Your request for review. We will provide copies of Your file, excluding any proprietary information to You, upon written request. The reviewer may also request additional medical information from You. You must submit any requested information, or explain why that information is not being submitted, within 5 business days after receiving that request from the reviewer.

The reviewer must submit a written determination to Us and We will submit the determination to You within 45 days after receipt of the independent review request. In the case of a life threatening condition, the decision must be issued within 72 hours after receiving the review request. Except in cases involving a life-threatening condition, the reviewer may request an extension of up to 5 business days to issue a determination to consider additional information submitted by Us or You.

The reviewer's decision must state the reasons for the determination based upon: (1) the terms of this EOC and the ASA; (2) Your medical condition; and (3) information submitted to the reviewer. The reviewer's decision may not expand the terms of Coverage of the ASA.

No legal action shall be brought to recover under this EOC until 60 days after the claim has been filed. No such legal action shall be brought more than 3 years after the time the claim is required to be filed.
--

---

**SECTION IX -  
SUBROGATION AND RIGHT OF  
REIMBURSEMENT**

---

**A. Subrogation Rights**

The Plan assumes and is subrogated to Your legal rights to recover any payments the Plan makes for Covered Services, when Your illness or injury resulted from the action or fault of a third party. The Plan's subrogation rights include the right to recover the reasonable value of prepaid services rendered by Network Providers.

The Plan has the right to recover any and all amounts equal to the Plan's payments from:

- the insurance of the injured party;
- the person, company (or combination thereof) that caused the illness or injury, or their insurance company; or
- any other source, including uninsured motorist coverage, medical payment coverage, or similar medical reimbursement policies.

This right of recovery under this provision will apply whether recovery was obtained by suit, settlement, mediation, arbitration, or otherwise. The Plan's recovery will not be reduced by Your negligence, nor by attorney fees and costs You incur.

**B. Priority Right of Reimbursement**

Separate and apart from the Plan's right of subrogation, the Plan shall have first lien and right to reimbursement. The Plan's first lien supercedes any right that You may have to be "made whole". In other words, the Plan is entitled to the right of first reimbursement out of any recovery You might procure regardless of whether You have received compensation for any of Your damages or expenses, including Your attorneys' fees or costs. This priority right of reimbursement supersedes Your right to be made whole from any recovery, whether full or partial. In addition, You agree to do nothing to prejudice or oppose the Plan's right to subrogation and reimbursement and You acknowledge that the Plan precludes operation of the "made-whole", "attorney-fund", and "common-fund" doctrines. You agree to reimburse the Plan 100% first for any and all benefits provided through the

Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

- Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
- Any auto or recreational vehicle insurance coverage or benefits including, but not limited to, uninsured motorist coverage;
- Business and homeowner medical liability insurance coverage or payments.

The Plan may notify those parties of its lien and right to reimbursement without notice to or consent from those Members.

This priority right of reimbursement applies regardless of whether such payments are designated as payment for (but not limited to) pain and suffering, medical benefits, and/or other specified damages. It also applies regardless of whether the Member is a minor.

This priority right of reimbursement will not be reduced by attorney fees and costs You incur.

The Plan may enforce its rights of subrogation and recovery against, without limitation, any tortfeasors, other responsible third parties or against available insurance coverages, including underinsured or uninsured motorist coverages. Such actions may be based in tort, contract or other cause of action to the fullest extent permitted by law.

Notice and Cooperation

Members are required to notify the administrator promptly if they are involved in an incident that gives rise to such subrogation rights and/or priority right of reimbursement, to enable the administrator to protect the Plan's rights under this section. Members are also required to cooperate with the administrator and to execute any documents that the administrator, acting on behalf of the Employer, deems necessary to protect the Plan's rights under this section.

The Member shall not do anything to hinder, delay, impede or jeopardize the Plan's subrogation rights and/or priority right of reimbursement. Failure to cooperate or to comply with this

provision shall entitle the Plan to withhold any and all benefits due the Member under the Plan. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's subrogation rights and/or priority right of reimbursement.

If the Plan has to file suit, or otherwise litigate to enforce its subrogation rights and/or priority right of reimbursement, You are responsible for paying any and all costs, including attorneys' fees, the Plan incurs in addition to the amounts recovered through the subrogation rights and/or priority right of reimbursement.

#### Legal Action and Costs

If You settle any claim or action against any third party, You shall be deemed to have been made whole by the settlement and the Plan shall be entitled to collect the present value of its rights as the first priority claim from the settlement fund immediately. You shall hold any such proceeds of settlement or judgment in trust for the benefit of the Plan. The Plan shall also be entitled to recover reasonable attorneys' fees incurred in collecting proceeds held by You in such circumstances.

Additionally, the Plan has the right to sue on Your behalf, against any person or entity considered responsible for any condition resulting in medical expenses, to recover benefits paid or to be paid by the Plan.

#### Settlement or Other Compromise

You must notify the administrator prior to settlement, resolution, court approval, or anything that may hinder, delay, impede or jeopardize the Plan's rights so that the Plan may be present and protect its subrogation rights and/or priority right of reimbursement.

The Plan's subrogation rights and priority right of reimbursement attach to any funds held, and do not create personal liability against You.

#### **The right of subrogation and the right of reimbursement are based on the Plan language in effect at the time of judgment, payment or settlement.**

The Plan, or its representative, may enforce the subrogation and priority right of reimbursement.

The Covered Person agrees that the proceeds subject to the Plan's lien are Plan assets and the Covered Person will hold such assets as a trustee for the Plan's benefit and shall remit to the Plan, or its representative, such assets upon request. If represented by counsel, the Covered Person agrees to direct such counsel to hold the proceeds subject to the Plan's lien in trust and to remit such funds to the Plan, or its representative, upon request. Should the Covered Person violate any portion of this section, the Plan shall have a right to offset future benefits otherwise payable under this plan to the extent of the value of the benefits advanced under this section to the extent not recovered by the Plan.

---

**SECTION X -  
TERMINATION OF MEMBER  
COVERAGE**

---

**1. Termination or Modification of Coverage by BlueCross or the Employer**

BlueCross or the Employer may modify or terminate the ASA. Notice to the Employer of the termination or modification of the ASA is deemed to be notice to all Members Covered under the Plan. The Employer is responsible for notifying You of such a termination or modification of Your Coverage.

All Members' Coverage through the ASA will change or terminate at 12:00 midnight on the date of such modification or termination. The Employer's failure to notify You of the modification or termination of Your Coverage does not continue or extend Your Coverage beyond the date that the ASA is modified or terminated. You have no vested right to Coverage under this EOC following the date of the termination of the ASA.

**2. Termination of Coverage Due to Loss of Eligibility**

Your Coverage will terminate if You do not continue to meet the eligibility requirements agreed to by the Employer and the administrator during the term of the ASA. Coverage for a Member who has lost his or her eligibility shall automatically terminate at 12:00 midnight on the day that loss of eligibility occurred.

**3. Termination or Rescission of Coverage**

The Plan may terminate Your Coverage, if:

- a. You fail to make a required Member payment when it is due. (The fact that You have made a Payment contribution to the Employer will not prevent the administrator from terminating Your Coverage if the Employer fails to submit the full Payment for Your Coverage to the administrator when due); or

- b. You act in such a disruptive manner as to prevent or adversely affect the ordinary operations of the Plan; or
- c. You fail to cooperate with the Plan or Employer as required; or
- d. You have made a misrepresentation of fact or committed fraud against the Plan. This provision includes, but is not limited to, furnishing incorrect or misleading information or permitting the improper use of the membership ID card.

At its discretion, the Plan may terminate or Rescind Coverage if You have made an intentional misrepresentation of material fact or committed fraud in connection with Coverage. If applicable, the Plan will return all Premiums paid after the termination date less claims paid after that date. If claims paid after the termination date are more than Premiums paid after that date, the Plan has the right to collect that amount from You or Your terminated dependents to the extent allowed by law. You will be notified thirty (30) days in advance of any Rescission.

**4. Right to Request a Hearing**

You may appeal the termination of Your Coverage or Rescission of Your Coverage, as explained in the Grievance Procedure section of this EOC. The fact that You have appealed shall not postpone or prevent the Plan from terminating Your Coverage. If Your Coverage is reinstated as part of the Grievance Procedure, You may submit any claims for services rendered after Your Coverage was terminated to the Plan for consideration in accordance with the Claims Procedure section of this EOC.

**5. Payment For Services Rendered After Termination of Coverage**

If You receive Covered Services after the termination of Your Coverage, the Plan may recover the amount paid for such Services from You, plus any costs of recovering such Charges, including its attorneys' fees.

When the ASA terminates, all benefits for Covered Services terminate on that date.

---

**SECTION XI -  
CONTINUATION OF COVERAGE**

---

**Federal Law**

If the ASA remains in effect, but Your Coverage under this EOC would otherwise terminate, the Employer may offer You the right to continue Coverage. This right is referred to as “COBRA Continuation Coverage” and may occur for a limited time subject to the terms of this Section and the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA.)

1. Eligibility

If You have been Covered by the Plan on the day before a qualifying event, You may be eligible for COBRA Continuation Coverage. The following are qualifying events for such Coverage:

- a. Subscribers. Loss of Coverage because of:
  - (1) The termination of employment except for gross misconduct.
  - (2) A reduction in the number of hours worked by the Subscriber.
- b. Covered Dependents. Loss of Coverage because of:
  - (1) The termination of the Subscriber’s Coverage as explained in subsection (a), above.
  - (2) The death of the Subscriber.
  - (3) Divorce or legal separation from the Subscriber.
  - (4) The Subscriber becomes entitled to Medicare.
  - (5) A Covered Dependent reaches the Limiting Age.
- c. Enrolling for COBRA Continuation Coverage

The administrator, acting on behalf of the Employer, shall notify You of Your rights to enroll for COBRA Continuation Coverage after:

  - a. The Subscriber’s termination of employment, reduction in hours worked, death or entitlement to Medicare coverage; or

- b. The Subscriber or Covered Dependent notifies the Employer, in writing, within 60 days after any other qualifying event set out above.

You have 60 days from the later of the date of the qualifying event or the date that You receive notice of the right to COBRA Continuation Coverage to enroll for such Coverage. The Employer or the administrator will send the forms that should be used to enroll for COBRA Continuation Coverage. If You do not send the Enrollment Form to the Employer within that 60-day period, You will lose Your right to COBRA Continuation Coverage under this Section. If You are qualified for COBRA Continuation Coverage and receive services that would be Covered Services before enrolling and submitting the Payment for such Coverage, You will be required to pay for those services. The Plan will reimburse You for Covered Services, less required Member payments, after You enroll and submit the Payment for Coverage, and submit a claim for those Covered Services as set forth in the Claim Procedure section of this EOC.

d. Payment

You must submit any Payment required for COBRA Continuation Coverage to the administrator at the address indicated on Your Payment notice. If You do not enroll when first becoming eligible, the Payment due for the period between the date You first become eligible and the date You enroll for COBRA Continuation Coverage must be paid to the Employer (or to the administrator, if so directed by the Employer) within 45 days after the date You enroll for COBRA Continuation Coverage. After enrolling for COBRA Continuation Coverage, all Payments are due and payable on a monthly basis as required by the Employer. If the Payment is not received by the administrator on or before the due date, Coverage will be terminated, for cause, effective as of the last day for which Payment was received as explained in the Termination of Coverage Section.

The administrator may use a third party vendor to collect the COBRA Payment.

e. Coverage Provided

If You enroll for COBRA Continuation Coverage You will continue to be Covered under the Plan and this EOC. The COBRA Continuation Coverage is subject to the conditions, limitations and exclusions of this EOC and the Plan. The Plan and the Employer may agree to change the ASA and/or this EOC. The Employer may also decide to change administrators. If this happens after You enroll for COBRA Continuation Coverage, Your Coverage will be subject to such changes.

f. Duration of Eligibility for COBRA Continuation Coverage

COBRA Continuation Coverage is available for a maximum of:

- a. 18 months if the loss of Coverage is caused by termination of employment or reduction in hours of employment; or
- b. 29 months of Coverage. If, as a qualified beneficiary who has elected 18 months of COBRA Continuation Coverage, You are determined to be disabled within the first 60 days of COBRA Continuation Coverage, You can extend Your COBRA Continuation Coverage for an additional 11 months, up to 29 months. Also, the 29 months of COBRA Continuation Coverage is available to all non-disabled qualified beneficiaries in connection with the same qualifying event. "Disabled" means disabled as determined under Title II or XVI of the Social Security Act. In addition, the disabled qualified beneficiary or any other non-disabled qualified beneficiary affected by the termination of employment qualifying event must:
  - Notify the Employer or the administrator of the disability

determination within 60 days after the determination of disability, and before the close of the initial 18-month Coverage period; and

- Notify the Employer or the administrator within 30 days of the date of a final determination that the qualified beneficiary is no longer disabled; or
- 36 months of Coverage if the loss of Coverage is caused by:
  - the death of the Subscriber;
  - loss of dependent child status under the Plan;
  - the Subscriber becomes entitled to Medicare; or
  - divorce or legal separation from the Subscriber; or
- c. 36 months for other qualifying events. If a Covered Dependent is eligible for 18 months of COBRA Continuation Coverage as described above, and there is a second qualifying event (e.g., divorce), You may be eligible for 36 months of COBRA Continuation Coverage from the date of the first qualifying event.

g. Termination of COBRA Continuation Coverage

After You have elected COBRA Continuation Coverage, that Coverage will terminate either at the end of the applicable 18, 29 or 36 month eligibility period or, before the end of that period, upon the date that:

- a. The Payment for such Coverage is not submitted when due; or
- b. You become Covered as either a Subscriber or dependent by another group health care plan, and that coverage is as good as or better than the COBRA Continuation Coverage; or
- c. The ASA is terminated; or
- d. You become entitled to Medicare Coverage; or



- e. The date that You, otherwise eligible for 29 months of COBRA Continuation Coverage, are determined to no longer be disabled for purposes of the COBRA law.
- h. Continued Coverage During a Family and Medical Leave Act (FMLA) Leave of Absence

Under the Family and Medical Leave Act, Subscribers may be able to take:

- up to 12 weeks of unpaid leave from employment due to certain family or medical circumstances, or
- in some instances, up to 26 weeks of unpaid leave if related to certain family members' military service related hardships.

Contact the Employer to find out if this provision applies. If it does, Members may continue health coverage during the leave, but must continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time. If the Subscriber takes a leave and Coverage is cancelled for any reason during that leave, Members may resume Coverage when the Subscriber returns to work without waiting for an Open Enrollment Period.

- i. Continued Coverage During a Military Leave of Absence

A Subscriber may continue his or her Coverage and Coverage for his or her Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When the Subscriber returns to work from a military leave of absence, the Subscriber will be given credit for the time the Subscriber was Covered under the Plan prior to the leave. Check with the Employer to see if this provision applies. If it does, Members may continue health coverage during the leave, but must

continue to pay the conversion options portion of the premium that the Subscriber would pay if he or she were actively working. Coverage will be subject to suspension or cancellation if the Subscriber fails to pay the premium on time.

- j. The Trade Adjustment Assistance Reform Act of 2002

The Trade Adjustment Assistance Reform Act of 2002 (TAARA) may have added to Your COBRA rights. If You lost Your job because of import competition or shifts of production to other countries, You may have a second COBRA Continuation election period. If You think this may apply to You, check with the Employer or the Department of Labor.

---

## SECTION XII - DEFINITION OF TERMS

---

**Accidental Injury** - means a traumatic bodily injury that, if not immediately diagnosed and treated, could reasonably be expected to result in serious physical impairment or loss.

**Actively At Work** – The performance of all of an Employee’s regular duties for the Employer on a regularly scheduled workday at the location where such duties are normally performed. Eligible Employees will be considered to be Actively At Work on a non-scheduled work day (which would include a scheduled vacation day) only if the Employee was Actively At Work on the last regularly scheduled work day. An eligible Employee who is not at work due to a health-related factor shall be treated as Actively At Work for purposes of determining Eligibility.

**Administrative Services Agreement (ASA)** - means the agreement between BlueCross and the Employer. It includes the ASA and any attached papers or riders (including the Letter of Intent, if any).

**Advanced Radiological Imaging** – Services such as MRIs, CT scans, PET scans, nuclear medicine and similar technologies.

**Adverse Benefit Determination** – Any denial, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service. Adverse Benefit Determinations include:

- a. A determination by a health carrier or its designee utilization review organization that, based upon the information provided, a request for a benefit under the health carrier's health benefit plan does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness and the requested benefit is therefore denied, reduced or terminated or payment is not provided or made, in whole or in part, for the benefit;
- b. The denial, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by a health carrier of a Covered person's eligibility to participate in the health carrier's health benefit plan; or
- c. Any prospective review or retrospective review determination that denies,

reduces, or terminates or fails to provide or make payment for, in whole or in part, a benefit.

**Allied Health Professional** - is a health care provider, other than a Physician, who has entered into a contract with BlueCross to provide Covered Services to a Member under this plan.

**Ambulance** - a specially designed and equipped vehicle used only to transport the sick and injured.

**Ambulatory Surgical Facility** - a health care facility that provides surgical services but usually does not have overnight accommodations; has an organized staff of Physicians and permanent facilities and equipment; and is not used primarily as an office or clinic for a Physician or other professional private practice.

Such a facility must be licensed as an Ambulatory Surgical Facility by the state in which it is located or must be operated by a Hospital licensed by the state in which it is located.

**Annual Benefit Period** – The 12-month period under which Your benefits are administered, as noted in the Schedule of Benefits.

**Authorized Service** - is any Covered Service that has been authorized by the Medical Director.

**Behavioral Health Services** – Any services or supplies that are Medically Necessary and Medically Appropriate to treat: a mental or nervous condition; alcoholism; chemical dependence; drug abuse or drug addiction.

**Billed Charges** - means the amount that a Provider charges for services rendered. Billed Charges may be different from the amount that BlueCross determines to be the Maximum Allowable Charge for services.

**Blue Distinction Centers for Transplants (BDCT) Network** – A network of facilities and hospitals contracted with BlueCross (or with an entity on behalf of BlueCross) to provide Transplant Services for some or all organ and bone marrow transplant procedures Covered under this EOC, excluding kidney transplants. Facilities obtain designation as a BDCT by transplant type; therefore, a hospital or facility may be classified as a BDCT for one type of organ or bone marrow transplant procedure but not for another type of transplant. This designation is important as it impacts the level of benefit You will receive.

**BlueCard PPO Participating Provider** – A physician, Hospital, licensed skilled nursing facility, home health care provider or other Provider who contracts with other BlueCross and/or BlueShield Association, (BlueCard PPO) Plans and/or whom the Plan has Authorized to provide Covered Services to Members.

**BlueCard Program** - a program established by BlueCross and/or BlueShield organizations and the BlueCross BlueShield Association to process and pay claims for Covered Services received by a Member of a BlueCross and/or BlueShield organization from a provider outside the organization's Service Area with whom that organization does not have an agreement.

**Care Management** - is a process directed at linking individual Members and families with the appropriate medical services and community resources necessary to manage the Member's total care to promote optimum quality and optimum outcomes. Care Management involves a systematic process of assessing, planning, service coordination and monitoring through which multiple health needs of patients are met.

**Clinical Trials** - Studies performed with human subjects to test new drugs or combinations of drugs, new approaches to surgery or radiotherapy or procedures to improve the diagnosis of disease and the quality of life of the patient.

**Coinsurance** - the amount stated as a percentage of the Maximum Allowable Charge for a Covered Service that is the responsibility of the Member during the Annual Benefit Period after any Deductible has been satisfied.

The Member will be responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service if an Out-of-Network Provider's Billed Charges are more than the Maximum Allowable Charge for Services. In such case, the Member's total payment as a percentage of the Out-of-Network Provider's Billed Charges may exceed the Coinsurance Payment percentage set forth in the Schedule of Benefits.

**Concurrent Review** - refers to the determination under BlueCross' Utilization Management Program of whether continued Inpatient or Outpatient care, or a given level of service, is Medically Necessary.

This review can be performed by the Provider's Utilization Management staff, Our Review Coordinator, or other person(s) designated by BlueCross' Medical Director.

If, under such review, it is determined that continued care is not Medically Necessary, the facility and Physician will be notified in writing of a specific date after which benefits will no longer be payable under this plan. The Member or Physician can appeal the decision by contacting us. The case will be reviewed and both the Physician and the Member will be notified of the results.

**Cosmetic Surgery** – Any treatment intended to improve Your appearance. Our Medical Policy establishes the criteria for what is cosmetic, and what is Medically Necessary and Medically Appropriate.

**Covered Charge** - amount of total charge that is eligible for consideration of payment.

**Covered Service** - is a Medically Necessary service or supply (specified in this plan) for which benefits may be available.

**Custodial Care** - any services or supplies provided to assist an individual in the activities of daily living as determined by the Plan including but not limited to eating, bathing, dressing or other self-care activities.

**Deductible** - the dollar amount of Covered Services specified in the Schedule of Benefits that must be incurred and paid by a Member before benefits are payable for all or part of the remaining Covered Services. No balance of charges (between Billed Charges and the Maximum Allowable Charge) required for services will be considered when determining if the Member has satisfied a Deductible.

The Deductible will apply to the Out-of-Pocket and Family Out-of-Pocket Maximums.

**Dependent** - spouse (under a legally existing marriage) and children who are less than 26 years old including adopted children and stepchildren.

**Drug Formulary** - is a list of prescription medications that designates products that are approved for coverage by BlueCross and that will be dispensed through participating pharmacies to Members. This list is subject to periodic review and modification by BlueCross.

**Durable Medical Equipment** - equipment that:

- can only be used to serve the medical purpose for which it is prescribed;
- is not useful to the patient or other person in the absence of illness, injury or disability;
- is able to withstand repeated use; and

- is appropriate for use within the home.

Such equipment will not be considered a Covered Service, even if it is prescribed by a Physician or Other Provider, simply because its use has an incidental health benefit.

**Effective Date** - is the date on which coverage of a Member begins under this plan according to the Schedule of Eligibility.

**Eligibility Waiting Period** - the period that must pass before a person becomes eligible for coverage under this plan.

**Eligible Provider** - All services must be rendered by a Practitioner or Provider type listed in the administrator's Provider Directory of Network Providers, or as otherwise required by Tennessee law. The services provided by a Practitioner must be within his/her specialty/degree/licensure and/or accreditation. All services must be rendered by the Practitioner or Provider, or the delegate actually billing for the Practitioner or Provider, and be within the scope of his/her/its licensure and/or accreditation.

The following are considered Eligible Providers, under this coverage:

**Hospital** - a licensed short-term, acute care general Hospital that:

- provides Inpatient services and is compensated by or on behalf of its patients;
- provides surgical and medical facilities primarily to diagnose, treat, and care for the injured and sick; except that a psychiatric Hospital will not be required to have surgical facilities;
- has a staff of Physicians licensed to practice medicine; and
- provides 24-hour nursing care

A facility that serves, other than incidentally, as a nursing home, Custodial Care home, health resort, rest home, rehabilitation facility, or place for the aged is not considered a Hospital.

**Other Facility Providers** - those providers listed below who are licensed to perform Covered Services in the state where the services are provided:

- Freestanding Dialysis Facility
- Ambulatory Surgical Facility

- Skilled Nursing Facility
- Substance Abuse Treatment Facility
- Residential Treatment Facility
- licensed birthing center
- other facilities approved by BlueCross' Medical Director and licensed to provide Covered Services (such as a Freestanding Radiology Facility).

**Physician** - a licensed Physician legally entitled to practice medicine and perform Surgery.

All Physicians must be licensed in Tennessee or in the state in which Covered Services are rendered.

**Other Professional Providers** - may provide services covered by this plan. In order to be covered, all services rendered must fall within the provider's specialty and be those normally provided by a Provider within this specialty or degree. All services or supplies must be rendered by the Provider actually billing for them.

- The Provider must be licensed or certified by the state in which they are practicing;
- services provided must be within the scope of his/her licensure; and
- coverage of the provider must be required by state law of the state in which he/she is practicing; or
- be a Provider (such as Physician Assistants) approved by BlueCross.

**Emergency** - A sudden and unexpected medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine could reasonably expect to result in:

- serious impairment of bodily functions; or
- serious dysfunction of any bodily organ or part; or
- placing a prudent layperson's health in serious jeopardy.

Examples of Emergency conditions include: (1) severe chest pain; (2) uncontrollable bleeding; or (3) unconsciousness.

**Emergency Admission** - means admission as an Inpatient in connection with an Emergency.

**Emergency Care Services** – Those services and supplies that are Medically Necessary and Medically Appropriate in the treatment of an Emergency and delivered in a hospital Emergency department.

**Employee** - is a person who meets the Eligibility requirements and makes application for coverage under this plan.

**Employer** – A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with the administrator to provide Coverage to its Employees and their Eligible Dependents.

**Enrollment Date** - the Effective Date of a Member's coverage or, if earlier, the first day of the applicable Eligibility Waiting Period.

**Explanation of Benefits (EOB)** - the form we send after a claim has been filed that tells You what services were covered and which, if any, were not.

**Family Deductible** - is the maximum dollar amount of Covered Services stated in the Schedule of Benefits that must be incurred and paid by a Subscriber and his or her eligible Dependents before benefits are payable for all or part of the remaining Covered Services.

**Family Out-of-Pocket Maximum** - means the dollar amount stated in the Schedule of Benefits for which a Subscriber and his or her covered eligible Dependents are responsible to pay for Covered Services during an Annual Benefit Period. This Maximum can be satisfied by a combination of services provided by Network and Out-of-Network Providers.

**Freestanding Diagnostic Laboratory** - refers to an Other Provider that provides laboratory analysis for all Providers.

**Freestanding Dialysis Facility** - a facility Other Provider that provides kidney dialysis treatment, maintenance, and training to patients on an Outpatient or Home Health Care basis.

To be eligible for payment under this coverage, the facility must be approved by Medicare.

**Health Care Professional** - means a podiatrist, dentist, chiropractor, nurse midwife, registered nurse, optometrist, or other person licensed or certified to practice a

health care profession, other than medicine or osteopathy, by Tennessee or the state in which such provider practices.

**Home Health Care Agency** - an organization that provides health care services in a Member's home.

**Home Infusion Therapy** - means therapy in which fluid or medication is given intravenously. It includes total parenteral nutrition, enteral nutrition, hydration therapy, chemotherapy, aerosol therapy and intravenous drug administration.

**Hospice** - means a public agency or private organization that provides services for a terminally ill patient in a home environment.

**Approved Hospice** refers to a Hospice that:

- is licensed by and, if legally required, has been issued a Certificate of Need from the state in which it is operating,
- is certified as a Home Health Care Agency under Title XVIII and Title XIX of the Social Security Act,
- is eligible for accreditation by the Joint Commission on Accreditation of Healthcare Organizations as a Hospice, and
- provides in-home health care services that conform to the standards of a Hospice Program of Care as adopted by the Board of Directors of the National Hospice Organization.

**Hospice Home Care** - means Medically Necessary medical services rendered to a terminally ill patient in a home environment. Services must be provided by a Physician-supervised team of professionals and volunteers on 24-hour call. Bereavement services to the family must be available.

**Incapacitated Child** – an unmarried child who is, and continues to be, both (1) incapable of self-sustaining employment by reason of intellectual or physical disability (what used to be called mental retardation or physical handicap); and (2) chiefly dependent upon the Subscriber or Subscriber's spouse for economic support and maintenance.

- a. If the child reaches this Plan's Limiting Age while Covered under this Plan, proof of such incapacity and dependency must be furnished within 31 days of when the child reaches the Limiting Age.

- b. Incapacitated dependents of Subscribers of new groups, or of Subscribers who are newly eligible under this Plan, are eligible for Coverage if they were covered under the Subscriber's or the Subscriber's spouse's previous health benefit plan. We may ask You to furnish proof of the incapacity and dependency upon enrollment and for proof that the child continues to meet the conditions of incapacity and dependency, but not more frequently than annually.

**Inpatient** - an individual who is admitted as a registered bed patient in a Hospital or Skilled Nursing Facility and for whom a room and board charge is made.

This term is also used to describe services provided in a Hospital or Skilled Nursing Facility setting.

**Institution** - a Hospital, Skilled Nursing Facility, or other facility licensed to provide Covered Services, as specified in this plan.

**Investigational** – The definition of “Investigational” is based on the BlueCross and BlueShield of Tennessee’s technology evaluation criteria. Any technology that fails to meet **ALL** of the following four criteria is considered to be Investigational.

- a. The technology must have final approval from the appropriate governmental regulatory bodies, as demonstrated by:
  - i. This criterion applies to drugs, biological products, devices and any other product or procedure that must have final approval to market from the U.S. Food and Drug Administration or any other federal governmental body with authority to regulate the use of the technology.
  - ii. Any approval that is granted as an interim step in the U.S. Food and Drug Administration’s or any other federal governmental body’s regulatory process is not sufficient.
- b. The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes, as demonstrated by:
  - i. The evidence should consist of well-designed and well-conducted investigations published in peer-

reviewed journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

- ii. The evidence should demonstrate that the technology could measure or alter the physiological changes related to a disease, injury, illness, or condition. In addition, there should be evidence or a convincing argument based on established medical facts that such measurement or alteration affects health outcomes.
- c. The technology must improve the net health outcome, as demonstrated by:
  - i. The technology's beneficial effects on health outcomes should outweigh any harmful effects on health outcomes.
- d. The improvement must be attainable outside the Investigational settings, as demonstrated by:
  - i. In reviewing the criteria above, the medical policy panel will consider physician specialty society recommendations, the view of prudent medical practitioners practicing in relevant clinical areas and any other relevant factors.

The Medical Director, in accordance with applicable ERISA standards, shall have discretionary authority to make a determination concerning whether a service or supply is an Investigational service. If the Medical Director does not Authorize the provision of a service or supply, it will not be a Covered Service. In making such determinations, the Medical Director shall rely upon any or all of the following, at his or her discretion:

- a. Your medical records, or
- b. the protocol(s) under which proposed service or supply is to be delivered, or
- c. any consent document that You have executed or will be asked to execute, in order to receive the proposed service or supply, or
- d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses such as those experienced by You, or

- e. regulations or other official publications issued by the FDA and HHS, or
- f. the opinions of any entities that contract with the Plan to assess and coordinate the treatment of Members requiring non-experimental or Investigational services, or
- g. the findings of the BlueCross BlueShield Association Technology Evaluation Center or other similar qualified evaluation entities.

**Late Enrollee** - an Employee or eligible Dependent who did not apply, or for whom application was not made, for coverage within 31 days after such person first became eligible for coverage under this plan.

**Limiting Age (or Dependent Child Limiting Age)** - the age after which a child will no longer be considered an eligible Dependent.

**Maintenance Care** – Medical services, Prescription Drugs, supplies and equipment for chronic, static or progressive medical conditions where the services: (1) fail to contribute toward a cure; (2) fail to improve unassisted clinical function; (3) fail to significantly improve health; and (4) are indefinite or long-term in nature. Maintenance Care includes, but is not limited to, Prescription Drugs used to treat chemical and methadone dependency maintenance and skilled services/therapies.

**Maximum Allowable Charge** - The amount that the Administrator, at its discretion, has determined to be the maximum amount payable for a Covered Service. For Covered Services provided by Network Providers, that determination will be based upon the administrator's contract with the Network Provider for Covered Services rendered by that Provider. For Covered Services provided by Out-of-Network Providers, the amount payable will be based upon the administrator's Out-of-Network fee schedule for the Covered Services rendered by Out-of-Network Providers. For Out-of-Network Emergency Care Services, the Maximum Allowable Charge for a Covered Service complies with the Affordable Care Act requirement to be based upon the greater of (a) the median amount negotiated with Network providers for the Emergency Care Services furnished, (b) the amount for the Emergency Care Services calculated using the same method generally used to determine payments for Out-of-

Network services, or (c) the amount that would be paid under Medicare for the Emergency Care Services.

**Medical Director** - the Physician designated by the administrator, or that Physician's designee, who is responsible for the administration of the administrator's medical management programs, including its Prior Authorization program.

**Medically Appropriate** – services that have been determined by BlueCross, in its sole discretion, to be of value in the care of a specific Member. To be Medically Appropriate a service must meet all of the following:

- be Medically Necessary.
- be consistent with generally accepted standards of medical practice for the Member's medical condition.
- be provided in the most appropriate site and at the most appropriate level of service for the Member's medical condition.
- not be provided solely to improve a Member's condition beyond normal variation in individual development, appearance and aging; and
- not be for the sole convenience of the Provider, Member or Member's family.

**Medically Necessary or Medical Necessity** – "Medically Necessary" means procedures, treatments, supplies, devices, equipment, facilities or drugs (all services) that a medical practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are:

- in accordance with generally accepted standards of medical practice; and
- clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and
- not primarily for the convenience of the patient, physician or other health care provider; and
- not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors.

**Medicare** – Title XVIII of the Social Security Act, as amended.

**Member, You, Your** - Any person enrolled as a Subscriber or Covered Dependent under the Plan.

**Member Payment** – The dollar amounts for Covered Services that You are responsible for as set forth in the Schedule of Benefits, including Deductibles, Coinsurance and Penalties. The administrator may require proof that You have made any required Member Payment.

**Mental Disorder** - means a condition characterized by abnormal functioning of the mind or emotions and in which psychological, intellectual, emotional, or behavioral disturbances are the dominant feature. Mental Disorders include mental illnesses, mental conditions, and psychiatric conditions, whether organic or non-organic, whether of biological, non-biological, genetic chemical or non-chemical origin, and irrespective of cause, basis or inducement.

**Network Hospitals** - Hospitals with which BlueCross has entered into a Participating Hospital Agreement.

**Network Provider** - refers to an Institution, Physician, Outpatient mental health facility, Outpatient physical therapy facility, Home Health Agency, Pharmacy, Physician, or Other Provider of health care services, that, at the time a Member receives Covered Services has an agreement with BlueCross (or entity contracting with BlueCross) to provide those health care services to Members under this plan. A Network Provider may bill or seek reimbursement for Authorized Services from BlueCross, except for the Member's Deductibles or Coinsurance amounts.

**Other Providers** - the following providers may also provide services covered under the plan:

- suppliers of Durable Medical Equipment, appliances, and prosthesis;
- suppliers of oxygen;

- certified Ambulance service;
- Hospice;
- Pharmacy;
- Freestanding Diagnostic Laboratory;
- Home Health Care Agency; and/or
- freestanding and mobile diagnostic or physical therapy facility.

**Out-of-Network Provider** - a Physician, Hospital, or Other Provider that has not contracted with BlueCross to furnish services and to accept BlueCross' payment, plus applicable Deductibles and Coinsurance, as payment in full for Covered Services.

**Out-of-Pocket Maximum** - means the dollar amount stated in the Schedule of Benefits for which a Member is responsible for Covered Services during an Annual Benefit Period. This maximum can be satisfied by a combination of charges for Covered Services from Network or Out-of-Network Provider's eligible charges, including the Deductible; however, this does not include Psychiatric Care or charges in excess of the Maximum Allowable Charge.

When the Network Out-of-Pocket Maximum is reached, 100% is payable for other Covered Services received from a Network Provider during the remainder of the Annual Benefit Period. However, the Out-of-Network Out-of-Pocket Maximum must be reached before 100% is payable for other Covered Services received from an Out-of-Network Provider during the remainder of the Annual Benefit Period.

**Outpatient** - an individual who receives services or supplies while not an Inpatient.

This term is also used to describe services provided in an Emergency room, Ambulatory Surgical Facility, Physician's office, or clinic.

**Outpatient Surgery** - Surgery performed in an Outpatient department of a Hospital, in a Physician's office, or Facility Other Provider.

**Penalty/Penalties** –A reduction in benefit amounts paid by Us as a result of failure to comply with Plan requirements such as failing to obtain Prior Authorization for certain Covered Services shown in the Schedule of Benefits as requiring such Prior Authorization. The Penalty will be a reduction in the Plan Payment for Covered Services and does not apply to the Out-of-Pocket Maximum.



**Physician** - means a licensed Physician legally entitled to practice medicine and perform Surgery. All Physicians must be licensed in Tennessee or in the state in which Covered Services are rendered.

**Pre-admission Testing** - x-rays, electrocardiograms, and laboratory tests made on an Outpatient basis before admission to the Hospital.

**Prior Authorization, Authorization** – A review conducted by the Plan, prior to the delivery of certain services, to determine if such services will be considered Covered Services.

**Qualified Medical Child Support Order** – A medical child support order, issued by a court of competent jurisdiction or state administrative agency that creates or recognizes the existence of a child's right to receive benefits for which a Subscriber is eligible under the Plan. Such order shall identify the Subscriber and each such child by name and last known mailing address; give a description of the type and duration of coverage to be provided to each child; and identify each health plan to which such order applies.

**Rescind or Rescission** – A retroactive termination of Coverage because You committed fraud or made an intentional misrepresentation of a material fact in connection with Coverage. Actions that are fraudulent or an intentional misrepresentation of a material fact include, but are not limited to, knowingly enrolling or attempting to enroll an ineligible individual in Coverage, permitting the improper use of Your Member ID card, or claim fraud. A Rescission does not include a situation in which the Plan retroactively terminates Coverage in the ordinary course of business for a period for which You did not pay the Premium. An example would be if You left Your job on January 31, but Coverage was not terminated until March 15. In that situation, the Plan may retroactively terminate Your Coverage effective February 1 if You did not pay any Premium after You left Your job (subject to any right You may have to elect continuation coverage). This is not a Rescission.

**Residential Treatment Facility** - a Facility-Other-Provider primarily engaged in providing treatment for alcoholism and drug abuse. A Residential Treatment Facility must be licensed, accredited by the Joint Commission on Accreditation of Healthcare Organizations, and be recognized by us.

**Service Area** - includes those geographic areas in which Covered Services from Network Providers are available.

**Skilled Nursing Facility** - provides convalescent and rehabilitative care on an Inpatient basis. Skilled nursing care must be provided by or under the supervision of a Physician. Neither:

- a facility that primarily provides minimal, custodial, ambulatory, or part time care, nor
- a facility that treats mental illness, alcoholism, drug abuse, or pulmonary tuberculosis

will be considered a Skilled Nursing Facility under this plan.

**Special Care Unit** - those areas of a Hospital where necessary supplies, medications, equipment, and a skilled staff are available to provide care to critically or seriously ill patients who require constant observation.

**Subscriber** - an Employee who has satisfied the eligibility requirements and has been enrolled for coverage under this plan.

**Substance Abuse Treatment Facility** - a provider of continuous, structured 24-hour-per-day programs of Inpatient treatment and rehabilitation for drug dependency or alcoholism. A Substance Abuse Treatment Facility must be licensed to provide this type of care by the state in which it operates and be recognized by us.

**Surgery** - means the following:

operative and cutting procedures, including:

- use of special instruments,
- endoscopic examinations (the insertion of a tube to study internal organs), and
- other invasive procedures;
- treatment of broken and dislocated bones;
- usual and related pre- and post-operative care when billed as part of the charge for Surgery; and
- other procedures that have been approved by us.

**Telehealth** – Remote consultation that meets Medical Necessity criteria.

**Totally Disabled or Total Disability** – Either:

- An Employee who is prevented from performing his or her work duties and is

unable to engage in any work or other gainful activity for which he or she is qualified or could reasonably become qualified to perform by reason of education, training, or experience because of injury or disease; or

- A Covered Dependent who is prevented from engaging in substantially all of the normal activities of a person of like age and sex in good health because of non-occupational injury or disease.

**Transplant Maximum Allowable Charge (TMAC)** – The amount that the Plan, at its sole discretion, has determined to be the maximum amount payable for Transplant Services and Covered transplant-related care. Each type of Organ Transplant has a separate TMAC; however, TMAC does not apply to kidney transplants.

**Transplant Network** – A network of hospitals and facilities, each of which has agreed to perform specific organ transplants. A hospital or facility may be in Our Transplant Network for one type of organ or bone marrow transplant procedure but not for another type of transplant. The Transplant Network is not the same as the Blue Distinction Centers for Transplants (BDCT) Network.

**Transplant Services** – Medically Necessary and Medically Appropriate Services listed as Covered under the “Organ Transplants – All Organ Transplants, Excluding Kidney” and “Organ Transplants – Kidney” sections of this EOC.

**Waiting Period** – The time that must pass before an Employee or Dependent is eligible to be Covered for benefits under the Plan.

## **REWARDS OR INCENTIVES**

Any reward or incentive You receive under a health or wellness program may be taxable. Talk to Your tax advisor for guidance. Rewards or incentives may include cash or cash equivalents, merchandise, gift cards, debit cards, Premium discounts or rebates, contributions toward Your health savings account (if applicable), or modifications to a co-payment, co-insurance, or deductible amount.

## **STATEMENT OF RIGHTS UNDER THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., Your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay. In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce Your Out-of-Pocket costs, You may be required to obtain precertification. For information on precertification, contact Your plan administrator.

## **IMPORTANT NOTICE FOR MASTECTOMY PATIENTS**

Patients who undergo a mastectomy and who elect breast reconstruction in connection with the mastectomy are entitled to coverage for:

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

in a manner determined in consultation with the attending physician and the patient. The Coverage may be subject to Coinsurance and Deductibles consistent with those established for other benefits. Please refer to the Covered Services section of this EOC for details.

## **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994**

You may continue Your Coverage and Coverage for Your Dependents during military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. When You return to work from Your military leave of absence, You will be given credit for the time You were covered under the Plan prior to the leave. Check with Your Employer to see if this provision will apply to You.

**NOTICE OF PRIVACY PRACTICES**  
**THIS NOTICE DESCRIBES HOW HEALTH PLAN INFORMATION ABOUT YOU**  
**MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS**  
**INFORMATION.**

**PLEASE REVIEW THIS NOTICE CAREFULLY. THEN, KEEP IT ON FILE FOR**  
**REFERENCE.**

**LEGAL OBLIGATIONS**

Employer and some subsidiaries and affiliates are required to maintain the privacy of all health plan information, which may include Your: name, address, diagnosis codes, etc. as required by applicable laws and regulations (hereafter referred to as “legal obligations”); provide this notice of privacy practices to all Members, inform Members of the Employer’s legal obligations; and advise Members of additional rights concerning their health plan information. Employer must follow the privacy practices contained in this notice from its effective date until this notice is changed or replaced.

Employer reserves the right to change its privacy practices and the terms of this notice at any time, as permitted by the legal obligations. Any changes made in these privacy practices will be effective for all health plan information that is maintained, including health plan information created or received **before the changes are made**. All Members will be notified of any changes by receiving a new notice of the Employer’s privacy practices.

You may request a copy of this notice of privacy practices at any time by contacting the Employer at the address at the end of this notice.

**ORGANIZATIONS COVERED BY THIS NOTICE**

This notice applies to the privacy practices of the Employer and may apply to some subsidiaries and affiliates. Health plan information about Members may be shared among these organizations as needed for treatment, payment or healthcare operations. As the Employer procures or creates new business lines, they may be required to follow the terms defined in this notice of privacy practices.

Subsidiaries or affiliates that do not receive or have access to Your health plan information and are to be excluded from this notice of privacy practices include: The non-healthcare components of the Employer.

**USES AND DISCLOSURES OF YOUR INFORMATION**

Your health plan information may be used and disclosed for treatment, payment, and health care operations. For example:

**TREATMENT:** Your health plan information may be disclosed to a healthcare provider that asks for it to provide treatment.

**PAYMENT:** Your health plan information may be used or disclosed to pay claims for services or to coordinate benefits that are covered under Your health insurance policy.

**HEALTH CARE OPERATIONS:** Your health plan information may be used and disclosed to determine premiums, conduct quality assessment and improvement activities, to engage in care coordination or case management, accreditation, conducting and arranging legal services, fraud prevention and investigation, wellness, disease management, and for other similar administrative purposes.

**AUTHORIZATIONS:** You may provide written authorization to use Your health plan information or to disclose it to anyone for any purpose. You may revoke Your authorization in writing at any time. That revocation will not affect any use or disclosure permitted by Your authorization while it was in effect. Employer cannot use or disclose Your health plan information except as described in this notice, without Your written authorization. Examples of where an authorization would be required include: most uses and disclosures of psychotherapy notes (if recorded by a covered entity), uses and disclosures for marketing purposes, disclosures that constitute a sale of PHI, other uses and disclosures not described in this notice.

**PERSONAL REPRESENTATIVE:** Your health plan information may be disclosed to a family member, friend or other person as necessary to help with Your health care or with payment for Your health care. You must agree that the Employer may do so, as described in the Individual Rights section of this notice.

**PLAN SPONSORS:** Your health plan information, and the health plan information of others enrolled in Your group health plan, may be disclosed to Your plan sponsor in order to perform plan administration functions. Please see Your plan documents for a full description of the uses and disclosures the plan sponsor may make of Your health plan information in such circumstances.

**UNDERWRITING:** Your health plan information may be received for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a health insurance or benefits contract. If the Employer does not issue that contract, Your health plan information will not be used or further disclosed for any other purpose, except as required by law. Additionally, health plans are prohibited from using or disclosing genetic information of an individual for underwriting purposes pursuant to the Genetic Information Nondiscrimination Act of 2008 (GINA).

**MARKETING:** Your health plan information may be used to provide information about health-related benefits, services or treatment alternatives that may be of interest to You. Your health plan information may be disclosed to a business associate assisting us in providing that information to You. We will not market products or services other than health-related products or services to You unless You affirmatively opt-in to receive information about non-health products or services We may be offering. You have the right to opt out of fundraising communications.

**RESEARCH:** Your health plan information may be used or disclosed for research purposes, as allowed by law.

**YOUR DEATH:** If You die, Your health plan information may be disclosed to a coroner, medical examiner, funeral director or organ procurement organization.

**AS REQUIRED BY LAW:** Your health plan information may be used or disclosed as required by state or federal law.

**COURT OR ADMINISTRATIVE ORDER:** Health plan information may be disclosed in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances.

**VICTIM OF ABUSE:** If You are reasonably believed to be a victim of abuse, neglect, domestic violence or other crimes, health plan information may be released to the extent necessary to avert a serious threat to Your health or safety or to the health or safety of others. Health plan information may be disclosed, when necessary, to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

**MILITARY AUTHORITIES:** Health plan information of Armed Forces personnel may be disclosed to military authorities under certain circumstances. Health plan information may be disclosed to authorized federal officials as required for lawful intelligence, counterintelligence, and other national security activities.

## **INDIVIDUAL RIGHTS**

- 1. DESIGNATED RECORD SET:** You have the right to look at or get copies of Your health plan information, with limited exceptions. You must make a written request, using a form available from the Privacy Office, to obtain access to Your health plan information. If You request copies of Your health plan information, You will be charged 25¢ per page, \$10 per hour for staff time required to copy that information, and postage if You want the copies mailed to You. If You request an alternative format, the charge will be based upon the cost of providing Your health plan information in the requested format. If You prefer, the Employer will prepare a summary or explanation of Your health plan information for a fee. For a more detailed explanation of the fee structure, please contact the Privacy Office. Employer requires advance payment before copying Your health plan information.
- 2. ACCOUNTING OF DISCLOSURES:** You have the right to receive an accounting of any disclosures of Your health plan information made by the Employer or a business associate for any reason, other than treatment, payment, or health care operations purposes within the past six years. This accounting will include the date the disclosure was made, the name of the person or entity the disclosure was made to, a description of the health plan information disclosed, the reason for the disclosure, and certain other information. If You request an accounting more than once in a 12-month period, there may be a reasonable cost-based charge for responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of the fees charged for such accountings.
- 3. RESTRICTION REQUESTS:** You have the right to request restrictions on the Employer's use or disclosure of Your health plan information. Employer is not required to agree to such requests. Employer will only restrict the use or disclosure of Your health plan information as set forth in a written agreement that is signed by a representative of the Privacy Office on behalf of the Employer.
- 4. BREACH NOTICE:** You have the right to notice following a breach of unsecured protected health information. The notice of a breach of unsecured protected health information shall at a minimum include the following: The date of the breach, the type of data disclosed in the breach, who made the non-permitted access, use or disclosure of unsecured protected health information and who received the non-permitted disclosure, and what corrective business action was or will be taken to prevent further non-permitted access, uses or disclosures of unsecured protected health information.
- 5. CONFIDENTIAL COMMUNICATIONS:** If You reasonably believe that sending health plan information to You in the normal manner will endanger You, You have the right to make a written request that the Employer communicate that information to You by a different method or to a different address. If there is an immediate threat, You may make that request by calling the Employer. Follow up with a written request is required as soon as possible. Employer must accommodate Your request if it: is reasonable, specifies how and where to communicate with You, and continues to permit collection of premium and payment of claims under Your health plan.
- 6. AMENDMENT REQUESTS:** You have the right to make a written request that the Employer amend Your health plan information. Your request must explain why the information should be

amended. Employer may deny Your request if the health plan information You seek to amend was not created by the Employer or for other reasons permitted by its legal obligations. If Your request is denied, the Employer will provide a written explanation of the denial. If You disagree, You may submit a written statement that will be included with Your health plan information. If the Employer accepts Your request, reasonable efforts will be made to inform the people that You designate about that amendment. Any future disclosures of that information will be amended.

- 7. RIGHT TO REQUEST WRITTEN NOTICE:** If You receive this notice on the Employer's Web site or by electronic mail (e-mail), You may request a written copy of this notice by contacting the Privacy Office.

## **QUESTIONS AND COMPLAINTS**

If You want more information concerning the Employer's privacy practices or have questions or concerns, please contact the Privacy Office.

If You: (1) are concerned that the Employer has violated Your privacy rights; (2) disagree with a decision made about access to Your health plan information or in response to a request You made to amend or restrict the use or disclosure of Your health plan information; or (3) request that the Employer communicate with You by alternative means or at alternative locations; please contact the Privacy Office. You may also submit a written complaint to the U.S. Department of Health and Human Services. Employer will furnish the address where You can file a complaint with the U.S. Department of Health and Human Services upon request.

Employer supports Your right to protect the privacy of Your health plan information. There will be no retaliation in any way if You choose to file a complaint with the Employer or subsidiaries and affiliates, or with the U.S. Department of Health and Human Services.

**Clarksville-Montgomery County**

**621 Gracey Avenue**

**Clarksville, TN 37040-4012**

**Phone: (931) 920-7913**

**Fax: (931) 920-9913**

**E-mail: [jeanine.johnson@cmcss.net](mailto:jeanine.johnson@cmcss.net)**

Use this space for information You'll need when asking about Your coverage.

The company office or person to contact about coverage is:

Name:

---

Address:

---

---

---

Phone:

---

The BlueCross BlueShield Plan to contact is:

Address: BlueCross BlueShield of Tennessee  
1 Cameron Hill Circle  
Chattanooga, TN 37402

The Subscriber Number shown on my identification card is:

---

The "Effective Date" when my coverage begins is:

---

® Registered marks of the BlueCross BlueShield Association, an Association of Independent BlueCross BlueShield Plans

Printed 2018

B/BPM.7/02