

# BluePreferred Saver

Contract Book for Individuals - HSA Qualified



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An Independent Licensee of the Blue Cross Blue Shield Association

## INDIVIDUAL BLUEPREFERRED SAVER PPO BENEFIT BOOK

(Grandfathered Plan)

## **Important Notice**

**New Members:** Please read this book, which is part of your Contract with Blue Cross® Blue Shield® of Arizona (BCBSAZ) and all accompanying documents when you receive them. If this Benefit Plan is unsatisfactory for any reason, you may cancel your policy by sending BCBSAZ written notice of cancellation within 10 days following receipt of this book. You may also contact BCBSAZ to discuss your options for obtaining coverage through another BCBSAZ plan. If you choose to cancel and you prepaid any Premium, BCBSAZ will refund that Premium and cancel the Contract for your Benefit Plan as though it was never in effect.

**Renewing Members:** This provision does not apply if you are already a BCBSAZ Member and are receiving this book other than at the time of original enrollment in this plan. If you are a current BCBSAZ Member and want to cancel this plan, please follow the instructions in "Voluntary Termination of Coverage."

If you have opened a health savings account and you cancel this policy, you are responsible for notifying your health savings account trustee that you are no longer enrolled in an HSA-qualified high-deductible health plan.

You are now enrolled in an HSA-qualified high deductible health plan. Please contact your HSA trustee to confirm your effective date on the BCBSAZ BluePreferred Saver plan.

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## **CUSTOMER SERVICE INFORMATION**

You need to understand your health insurance benefits and the limitations on those benefits before you receive services. If you have any questions, please contact BCBSAZ at one of the phone numbers on the back of your ID card.

## MyBlue<sup>SM</sup>

BCBSAZ also makes information available at <a href="www.azblue.com">www.azblue.com</a>, and you may wish to look there before calling. MyBlue is the Member area on <a href="www.azblue.com">www.azblue.com</a> that allows you to manage your health insurance plan from anywhere you have Internet access. Go to <a href="www.azblue.com/member">www.azblue.com/member</a> for more information and to register for a MyBlue account. After you register for MyBlue, you can\*:

- View claims and benefits information
- Track deductible, if applicable to your plan
- Update account information
- · Verify enrollment status
- Order ID cards

- Search for Providers
- Compare hospitals
- Research pharmacy benefits
- Access HealthyBlue® tools for a healthier life
- \*Access to MyBlue links and services will vary based on Benefit Plan type.

#### **BCBSAZ Customer Service**

Customer Service phone numbers for your plan are on the back of your Member ID card.

Hours:	Monday through Friday, 8:00 a.m. to 4:30 p.m. MST (except holidays)	
If you lose your ID card and need	(602) 864-4400 (within the Phoenix Metro area)	
a replacement:	(800) 232-2345 (outside of Phoenix Metro)	
Hearing Impaired (TTY):	(602) 864-4823	
For assistance in Spanish (en Español):	(602) 864-4884	
Mailing Address:	Blue Cross Blue Shield of Arizona, P.O. Box 13466, Phoenix, AZ 85002-3466	

#### **Benefits Administrator Contact Information**

Chiropractic Benefits Administrator (CBA):	(800) 678-9133	
Pharmacy Benefit Customer Service:	(866) 325-1794 Hours of Operation: 24/7	
Telehealth Services Administrator (TSA):	Log in to MyBlue, and click on the BlueCare Anywhere <sup>SM</sup> link; download the BlueCare Anywhere app available on Google Play <sup>™</sup> store or the App Store <sup>®</sup> ; go to www.BlueCareAnywhereAZ.com; or call (844) 606-1612.	

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#### Claim Submissions

Mail New Claims to:	Blue Cross Blue Shield of Arizona, P.O. Box 2924, Phoenix, AZ 85062-2924	
Claims for Transplant Travel and Lodging:	Attention: Transplant Travel Claim Processor, Mail Stop: C803, Blue Cross Blue Shield of Arizona, P.O. Box 13466, Phoenix, AZ 85002-3466	
Claims for Services Received on a Cruise Ship:	Blue Cross Blue Shield of Arizona, P.O. Box 13466, Phoenix, AZ 85002-3466	
Claims for Chiropractic Services:	Claims Administration, American Specialty Health Networks, Inc., P.O. Box 509001, San Diego, CA 92150-9001	

## **Disputes**

Medical Appeals and Grievances:	Call the Customer Service number on the back of your ID card.	
Precertification Denial Appeals: Call the Customer Service number on the back of your ID card.		
Chiropractic Care Disputes:	Call the Chiropractic Care Customer Service number on the back of your ID card, or write: Appeals Coordinator, American Specialty Health Networks, Inc., P.O. Box 509001, San Diego, CA 92150-9001 Telephone (800) 678-9133; Fax (619) 209-6237	

## **Social Media**

Like us on Facebook: <a href="www.facebook.com/bcbsaz">www.facebook.com/bcbsaz</a> Follow us on Twitter: www.twitter.com/bcbsaz

Email complaints and concerns to <a href="mailto:socialcares@azblue.com">socialcares@azblue.com</a>
Android<sup>TM</sup> and iPhone<sup>®</sup> phone users can download our mobile application on Google Play or the App Store.

Android is a trademark of Google LLC.

iPhone is a trademark of Apple Inc., registered in the U.S. and other countries.

## **DEFINITIONS**

Words defined in this "Definitions" section or sections that appear in the "Table of Contents" will be capitalized throughout this Benefit Book.

"Allowed Amount" means the total amount of reimbursement allocated to a covered Service and includes both the BCBSAZ payment and the Member Cost-share payment. BCBSAZ calculates deductible and Coinsurance based on the Allowed Amount, less any access fees or Precertification Charges. BCBSAZ uses the Allowed Amount to accumulate toward any Out-of-pocket Maximum that applies to the member's Benefit Plan. The Allowed Amount does not include any balance bills from noncontracted Providers. The Allowed Amount is neither tied to, nor necessarily reflective of, the amounts Providers in any given area usually charge for their services. The table below shows how BCBSAZ determines the Allowed Amount.

Type of Provider	Type of Claim	Basis for Allowed Amount	
Providers contracted with BCBSAZ	Emergency and non- emergency	Generally, the lesser of the provider's Billed Charges or the applicable BCBSAZ Fee Schedule, with adjustments for any negotiated contractual arrangements and certain "Claims Editing Procedures and Pricing Guidelines."	
Providers contracted with a vendor	Emergency and non- emergency	Generally, the lesser of the provider's Billed Charges or the vendor's Fee Schedule, with adjustments for any negotiated contractual arrangements	
Providers contracted with another Blue Cross or Blue Shield plan ("Host Blue")	Emergency and non- emergency	Lesser of the provider's Billed Charges or the price the Host Blue plan has negotiated with the Provider	
Noncontracted Providers (in Arizona)	Non-emergency claims and emergency ground ambulance claims	Lesser of the provider's Billed Charges or the applicable Fee Schedule, with adjustments for certain "Claims Editing Procedures and Pricing Guidelines." For emergency ground ambulance claims, the Allowed Amount is based upon the ambulance provider's Billed Charges.	
Noncontracted Providers (outside Arizona)	Non-emergency claims and emergency ground ambulance claims	Lesser of the provider's Billed Charges or the amount the Host Blue would pay the nonparticipating Provider. In the event that the Host Blue has not established an amount it would pay the nonparticipating Provider, the Allowed Amount is based on the applicable Fee Schedule, with adjustments for certain "Claims Editing Procedures and Pricing Guidelines." For emergency ground ambulance claims, the Allowed Amount is based upon the ambulance provider's Billed Charges.	
Noncontracted Providers (in Arizona and out-of-state)	Emergency	The highest of the three following amounts, not to exceed Billed Charges:  The median in-network Provider negotiated rate for the Emergency Services furnished,  The amount for the Emergency Services calculated using the same method BCBSAZ generally uses to determine reimbursement for out-of-network services, or  The amount that would be paid by Medicare Part A or B.	

"BCBSAZ" or "We" means Blue Cross Blue Shield of Arizona when acting as the issuer of insurance coverage or as the administrator of a group Benefit Plan. Within this Benefit Book, "BCBSAZ" or "We" may also include contracted vendors, when a contracted vendor is performing functions on behalf of BCBSAZ.

**"Blue Cross Blue Shield of Arizona"** is an independent licensee of the Blue Cross and Blue Shield Association. BCBSAZ is a not-for-profit corporation organized under the laws of the state of Arizona as a hospital, medical, dental, and optometric services corporation and is authorized to operate a healthcare services organization as a line of business.

"Blue Distinction®" is a national designation awarded by Blue Cross Blue Shield (BCBS) plans to recognize Providers that demonstrate expertise in delivering quality specialty care—safely, effectively, and cost-efficiently.

**"Bariatric Surgery"** means a surgical procedure to promote weight loss for the treatment of morbid obesity. Bariatric Surgery also includes any revisions to a bariatric surgical procedure.

"Benefit Book" means this document.

"Benefit Plan" means the Contract of insurance between an individual Member and BCBSAZ. Your BCBSAZ Benefit Plan includes this book and any SBC, your application for coverage, any waivers issued in connection with your Benefit Plan, your ID card, any Benefit Plan that is issued to replace this Benefit Plan, and any rider, amendment, or modification to this Benefit Plan.

## "Billed Charges" means:

- For a Provider that has a participation agreement governing the amount of reimbursement, the amount the Provider routinely charges for a Service;
- For a Provider that has no participation agreement governing the amount of reimbursement, the lowest amount that the Provider is willing to accept as payment for a Service.

"Cancer Treatment Medication" means prescription drugs and biologicals that are used to kill, slow, or prevent the growth of cancerous cells.

"Chiropractic Benefits Administrator (CBA)" means American Specialty Health Networks, Inc., the independent company that administers chiropractic benefits for BCBSAZ. The CBA develops and manages the BCBSAZ network of chiropractic Providers, processes chiropractic claims, determines medical necessity and handles utilization management, grievances, and appeals related to Chiropractic Services.

"Complications of Pregnancy" means a medical illness or sickness that is distinct from the pregnancy, but is adversely affected by the pregnancy or caused by the pregnancy and is considered to be life- or health-threatening to the mother and/or fetus. Covered Complications of Pregnancy are determined by BCBSAZ.

"Contract" means a member's application for coverage and the Benefit Plan.

#### "Contract Holder" means:

- For individual coverage, the individual who signs the application for coverage and in whose name the Benefit Plan is issued.
- For family coverage, the individual who signs the application on behalf of himself or herself and any Dependents in whose name the Benefit Plan is issued.
- For Child-only Coverage, the parent or legal guardian of the child covered under the Benefit Plan, who has signed the application on behalf of the child.

"Cosmetic" means surgery, procedures, or treatment and other services performed primarily to enhance or improve appearance, including but not limited to, and except as otherwise required by state or federal law, those surgeries, procedures, treatments, and other services performed in the absence of a functional impairment of a body part or organ as documented in the medical record, even if such services will improve emotional, psychological, or mental condition or function.

"Cost Share" means the member's financial obligation for a covered Service. Depending on the plan type, Cost Share may include one or more of the following: deductible, Access Fee, Coinsurance, pharmacy deductible, Precertification Charges, and balance bills.

"Custodial Care" means health services and other related services that meet any of the following criteria:

- Are for comfort or convenience;
- Do not seek to cure;
- Are provided to support or assist with activities of daily living, including, for example, personal hygiene, nutrition, or other self-care; or
- Are provided when acute care is not required or do not require continued administration by licensed skilled medical personnel, such as a licensed practical nurse (LPN), registered nurse (RN), or licensed therapist.

"Diagnosis Related Grouping (DRG)" means a method for reimbursing hospitals for inpatient services. A DRG amount can be higher or lower than the actual billed charge because it is based on an average for that grouping of diagnoses and procedures.

"Domiciliary Care" is a supervised living arrangement in a home-like environment for individuals who are unable to live independently and who need assistance with activities of daily living, such as bathing, dressing, and food preparation.

**"Evidence-based Criteria"** means BCBSAZ medical, pharmaceutical, dental, and administrative criteria, which are based on industry-standard research and technology. These criteria help BCBSAZ determine

whether a Service, procedure, medical device, or drug meets the industry standard for medical necessity and/or is a covered benefit. Criteria may include prescription medication or service limitations. BCBSAZ ensures that Evidence-based Criteria is reviewed regularly and updated in response to changes and advancements in the healthcare industry. Decisions are based on the Evidence-based Criteria in effect at the time of Service. You can obtain additional information by calling the Customer Service number on your ID card. BCBSAZ contracted vendor(s) may establish Evidence-based Criteria of their own for services the vendor provides or administers pursuant to the vendor's contract with BCBSAZ.

- "Fee Schedule" means a proprietary schedule of Provider fees compiled by BCBSAZ or BCBSAZ's contracted vendors. BCBSAZ or BCBSAZ's contracted vendors develop proprietary schedules of fees based on annual reviews of information from numerous sources, including but not limited to: Medicare fee schedules from the Centers for Medicare and Medicaid Services (CMS), BCBSAZ's or the contracted vendor's historical claims experience, pricing information that may be available to BCBSAZ or the vendor, information and comments from Providers, and negotiated contractual arrangements with Providers. BCBSAZ and/or BCBSAZ's contracted vendors may change their fee schedules at any time without prior notice to members. If the Allowed Amount is based on a Fee Schedule, a change to the Fee Schedule may result in higher Member Cost Share.
- "Medication Synchronization" is defined as the coordination of medication refills for a patient taking two or more medications for a chronic condition that are being dispensed by a single network pharmacy to facilitate the synchronization of the patient's medications for the purpose of improving medication adherence.
- "Member" or "You" means an individual, employee, participant, or dependent covered under a Benefit Plan.
- "Pharmacy Coverage Guidelines" means pharmaceutical and administrative criteria that are developed from review of published peer-reviewed medical and pharmaceutical literature and other relevant information and used to help determine whether a medication or other products, such as medical devices or supplies, are eligible for benefits under a member's retail or mail order benefit. Pharmacy Coverage Guidelines are available by going to <a href="www.azblue.com">www.azblue.com</a> under Prescription Medications and then Pharmacy Coverage Guidelines. Guidelines are also available by calling the Pharmacy Benefit Customer Service number on your ID card.
- "Physician," for purposes of classifying benefits and Member cost shares in this Benefit Plan, means a properly licensed MD, DO, DPM, or DC.
- "Policy Year" means the 12-month period that begins on the effective or renewal date of the contract holder's coverage. A Policy Year often differs from the calendar year, even though BCBSAZ calculates certain Cost-share accruals based on a calendar year.
- "Precertification" is the process BCBSAZ uses to determine coverage for certain benefits.
- **"Primary Care Provider (PCP)"** means a healthcare professional who is contracted with BCBSAZ as a PCP and generally specializes in or focuses on the following practice areas: internal medicine, family practice, general practice, pediatrics, or any other classification of Provider approved as a PCP by BCBSAZ. Your Benefit Plan does not require you to have a PCP or to have a PCP authorize Specialist referrals.
- "**Provider**" means any properly licensed, certified, or registered person or facility furnishing medical care to you, such as a doctor, hospital, laboratory, or other health professional. A Provider can be related to a member.
- "Rehabilitation Services" are services that help a person restore skills and functioning for daily living lost due to injury or illness.
- "Respite Care" is the provision of short-term, temporary relief of the daily routine and stress to provide those who are caring for family members a personal break from their role as Caregiver.
- "Service" means a generic term referencing some type of healthcare treatment, test, procedure, supply, medication, technology, device, or equipment.
- "Specialist" means either a Physician or other healthcare professional who practices in a specific area other than those practiced by PCPs, or a properly licensed, certified, or registered individual healthcare Provider whose practice is limited to rendering Behavioral Health Services. This definition of "Specialist" does not apply to dentists. BCBSAZ does not require you to obtain an authorization or referral to see a Specialist.

- "Summary of Benefits and Coverage (SBC)" means a federally required document in a specified template with information on applicable access fees, Coinsurance percentages, copays, deductible amounts, other cost-sharing amounts, benefits, exclusions, limitations; and other important information. BCBSAZ generally sends SBCs with Member ID cards. Please keep your current SBC with your Benefit Book.
- "Telehealth Services" means medical and behavioral health services provided online via video using a computer, tablet, smartphone, or other mobile device through the telehealth services administrator. BlueCare Anywhere is BCBSAZ's telehealth service.
- "Telehealth Services Administrator" means Amwell, an independent company that is contracted with BCBSAZ to provide contracted Providers, an interactive web platform allowing members to interact with Providers, and technical support for Telehealth Services covered under this Benefit Plan.
- "Telemedicine Services" means services delivered through interactive audio-video electronic media.

## UNDERSTANDING THE BASICS

You have enrolled in a high deductible health plan that can be used with a health savings account (HSA). You must satisfy certain criteria to be eligible to open a health savings account. Enrolling in this plan does not automatically qualify you to open an HSA. Check with your tax or legal advisor regarding whether you satisfy these criteria.

## Your Responsibilities

Before you receive services:

- Check your provider's network status and know whether your Provider is a network Provider with BCBSAZ.
- Know how much Cost Share you will have to pay.
- Know the limits and exclusions on coverage.
- Know your coverage.
- Read your benefit materials.

After you receive services:

- Read your explanation of benefits (EOB) and monthly health statements.
- Tell BCBSAZ if you see any differences between the amounts on your claims documents and what you
  actually paid.

#### **BCBSAZ ID Card**

Bring your ID card with you each time you seek healthcare services and have your ID card available for reference when you contact BCBSAZ for information. Your card also identifies your plan as "HSA qualified." BCBSAZ will mail you an ID card with basic information about your coverage:

- Cost-share amounts
- Identification numbers
- Important phone numbers and addresses
- Who is covered (Contract Holder and dependent names)

## Changes

You will be notified of any Changes as required by law. BCBSAZ will provide you with 60 days' advance written notice of material modifications to this plan.

#### **Covered Services**

To be covered, a Service must be all of the following:

- · A benefit of this plan;
- Medically Necessary as determined by BCBSAZ or BCBSAZ's contracted vendor(s);
- Not excluded under any provision of this plan;
- Not experimental or investigational as determined by BCBSAZ or BCBSAZ's contracted vendor(s) (does not apply to Covered Services as part of an eligible cancer clinical trial);
- Precertified where Precertification is required;
- Provided while this Benefit Plan is in effect and while the person claiming benefits is eligible for benefits;
- Rendered by an eligible Provider acting within the provider's scope of practice, as determined by BCBSAZ or BCBSAZ's contracted vendor(s).

## **Experimental or Investigational Services**

BCBSAZ, or BCBSAZ's contracted vendor, in its sole and absolute discretion, decides whether a Service is experimental or investigational. A Service is considered experimental or investigational unless it meets <u>all</u> of the following criteria:

- The Service must have final approval from the appropriate governmental regulatory bodies if applicable;
- The scientific evidence must permit conclusions concerning the effect of the Service on health outcomes;
- The Service must improve the net health outcome;
- The Service must be as beneficial as any established alternative; and
- The improvement resulting from the Service must be attainable outside the investigational setting.

In addition to classifying a Service as experimental or investigational using the above criteria, BCBSAZ or its

contracted vendor may also classify the Service as experimental or investigational if any one or more of the following apply:

- Published reports and articles in authoritative (peer reviewed) medical and scientific literature show that
  the prevailing opinion among experts is that further studies or clinical trials are necessary to determine
  maximum tolerated dose, toxicity, safety, appropriate selection, efficacy or efficacy as compared with the
  standard treatment for the diagnosis;
- The Provider rendering the Service documents that the Service is experimental or investigational; or
- The Service cannot be lawfully marketed or used without full (unrestricted) approval of appropriate governmental regulatory bodies and approval for marketing or use has not been given at the time the Service is submitted for Precertification or rendered.

#### **Grandfathered Status of Plan**

BCBSAZ believes this plan is a "grandfathered health plan" under the Affordable Care Act (ACA). As permitted by ACA, a grandfathered health plan can preserve coverage that was already in effect when that law was enacted. Since this plan is a grandfathered plan, it will not be subject to certain mandatory benefit changes required by ACA for non-grandfathered plans. However, ACA will require grandfathered health plans to make certain benefit revisions. You may contact BCBSAZ with questions regarding which changes apply and which changes do not apply to a grandfathered health plan by calling the number located on the back of your BCBSAZ ID Card.

## **Health Savings Account (HSA)**

An HSA is a tax-exempt trust or custodial account that is used with a qualified high deductible health plan. A Member uses the funds in the HSA to pay for qualified medical expenses and provide savings for the future. This plan is designed to work with an HSA that you separately establish with a qualified financial institution.

BCBSAZ is not an HSA trustee or custodian. You cannot set up an HSA with BCBSAZ. BCBSAZ does not make any contributions to the HSA. Federal and state regulations governing HSAs are subject to change. BCBSAZ does not render tax, investment or legal advice. Please contact your tax or legal advisor for more information about health savings accounts.

## **Medically Necessary**

BCBSAZ, or BCBSAZ's contracted vendor, in its sole and absolute discretion, decides whether a Service is Medically Necessary based on the following definition. A Medically Necessary Service is a Service that meets all of the following requirements:

- Is consistent with the diagnosis or treatment of a symptom, illness, disease, or injury;
- Is not primarily for the convenience of a Member or a Provider:
- Is the most appropriate site, supply, or Service level that can safely be provided; and
- Meets BCBSAZ's, or its contracted vendor's, "Medical Necessity Guidelines and Criteria" in effect when
  the Service is precertified or rendered. If no such guidelines or criteria are available, BCBSAZ or its
  contracted vendor will base its decision on the judgment and expertise of a medical professional or
  medical consultant retained by BCBSAZ or the vendor.

## **Medical Necessity Guidelines and Criteria**

BCBSAZ uses Evidence-based Criteria to make medical necessity decisions. Call the Customer Service number on your ID card for additional information on Evidence-based Criteria.

Decisions about medical necessity may differ from your provider's opinion. A Provider may prescribe, order, recommend, or approve a Service that BCBSAZ decides is not Medically Necessary and therefore is not a covered benefit. You and your Provider should decide whether to proceed with a Service that is not covered. Also, not all Medically Necessary services are covered benefits under this plan. All benefit plans have exclusions and limitations on what is covered. A Service may be Medically Necessary and still excluded from coverage.

BCBSAZ contracts with vendors to administer some or all of the benefits covered under this plan. These contracted vendors make medical necessity determinations based on their own Medical Necessity Criteria, which are also available to you on request.

## MEMBER COST SHARING

Members pay part of the costs for benefits received under this plan. Depending on your particular Benefit Plan, the Service you receive, and the Provider you choose, you may have an Access Fee, Balance Bill, Coinsurance, deductible, or some combination of these payments. Each Cost-share type is explained below. This section, the benefit descriptions in this book, and your SBC will explain which Cost-share types apply to each benefit. BCBSAZ uses your claims to track whether you have met certain Cost-share obligations. We apply claims based on the order in which we process the claims and not based on date of Service.

#### Access Fee

An Access Fee is a fixed fee you pay to a Provider for certain Covered Services, usually at the time of Service. If an Access Fee applies to a particular Service, you must pay the Access Fee in addition to any other applicable Cost Share for the Service. Access fees do not count toward meeting your Calendar-year Deductible; however, access fees do count toward the satisfaction of the Out-of-pocket Maximum.

#### **Balance Bill**

The Balance Bill refers to the amount you may be charged for the difference between a noncontracted provider's Billed Charges and the Allowed Amount. Any amounts paid for balance bills do not count toward deductible, Coinsurance, or the Out-of-pocket Maximum.

Noncontracted Providers have no obligation to accept the Allowed Amount. You are responsible to pay a noncontracted provider's Billed Charges, even though BCBSAZ will reimburse your claims based on the Allowed Amount. Depending on what billing arrangements you make with a noncontracted Provider, the Provider may charge you for full Billed Charges at the time of Service or seek to Balance Bill you for the difference between Billed Charges and the amount that BCBSAZ reimburses you on a claim.

#### **Benefit Maximums**

Some benefits may have a specific benefit maximum or limit based on the number of days or visits, type, timeframe (calendar year or Benefit Plan), age, gender, or other factors. If you reach a benefit maximum, any further services are not covered under that benefit, and you may have to pay the provider's Billed Charges for those services. However, if you reach the benefit maximum on a particular line of a claim, you will be responsible for paying only up to the Allowed Amount for the remaining charges on that line of the claim. All Benefit Maximums are included in the applicable benefit description.

#### Calendar-Year Deductible (Individual and Family)

A Calendar-year Deductible is the amount each Member must pay for Covered Services each calendar year before the Benefit Plan begins to pay for Covered Services. The deductible applies to every covered Service unless the specific benefit section says it does not apply. The deductible is calculated based on the Allowed Amount. You may have separate deductibles for in-network Providers and out-of-network Providers. Amounts you pay for access fees do not count toward the deductible.

For an HSA-compatible plan issued to a Contract Holder with no Dependents, the Contract Holder must meet his or her individual deductible before the Benefit Plan begins to pay for the Covered Services. Plans issued to a Contract Holder and Dependents will also have a family deductible. Amounts counting toward an individual's Calendar-year Deductible will also count toward any family deductible. An individual Member cannot contribute more than his or her individual Calendar-year Deductible toward a family Calendar-year Deductible. When the family satisfies its Calendar-year Deductible, it also satisfies the deductible for all the individual members. If the amount of your Calendar-year Deductible increases on your annual renewal date, you must pay the additional deductible amount during the calendar year in which the increased deductible takes effect. For HSA-compatible plans with individual annual deductibles that are less than the minimum family annual deductible required by federal law, the family deductible must be met on a family policy before BCBSAZ will pay for Covered Services for any individuals covered through that policy.

#### Coinsurance

Coinsurance is a percentage of the Allowed Amount that you pay for out-of-network Covered Services after meeting any applicable deductible. BCBSAZ subtracts any applicable access fees or Precertification Charges from the Allowed Amount before calculating Coinsurance.

BCBSAZ normally calculates Coinsurance based on the Allowed Amount. There is one exception. If a hospital

provider's Billed Charges are less than the hospital's DRG reimbursement, BCBSAZ will calculate your Coinsurance based on the lesser billed charge.

## **Out-of-Pocket Maximum (Individual and Family)**

An Out-of-pocket Maximum is the amount each Member must pay on claims for Covered Services each year before BCBSAZ begins paying 100 percent of the Allowed Amount. Depending on your Benefit Plan, you may have separate out-of-pocket maximums for in-network and out-of-network Providers. Accruals toward the Out-of-pocket Maximum are calculated on a calendar year and not on your Policy Year.

When the amount of your payments reaches the Out-of-pocket Maximum shown on your SBC, BCBSAZ begins paying 100 percent of the Allowed Amount for Covered Services for the rest of the calendar year. You are still responsible for other types of cost-sharing payments.

The payments listed below do not count toward the Out-of-pocket Maximum. You must keep paying them even after you reach your maximum:

- Amounts above a benefit maximum
- Amounts for noncovered services
- Amounts for balance billing
- Any charges for lack of Precertification

If you have family coverage, there is an Out-of-pocket Maximum for your family. Amounts applied to each member's Out-of-pocket Maximum also apply to the family Out-of-pocket Maximum. The family maximum is applied in the same way as the individual maximum described above and is subject to the same rules.

## **Precertification Charges**

If your out-of-network Provider does not obtain Precertification from BCBSAZ for a Service that requires it, you are subject to a Precertification charge or complete loss of your benefit. Applicable Precertification Charges are shown on your SBC. Amounts applied as Precertification Charges do not count toward the Calendar-year Deductible or Out-of-pocket Maximum.

## **PROVIDERS**

#### **Provider Directory**

The BCBSAZ Provider Directory is available online at <a href="www.azblue.com">www.azblue.com</a>. If you do not have Internet access, would like to request a paper copy of the directory, or have any questions about a provider's network participation with BCBSAZ, please call Customer Service at the number on your ID card before you receive services.

## **Provider Eligibility and Network Status**

Know your provider's network and eligibility status before you receive services. To be eligible for coverage, a Service must be rendered by an eligible individual Provider acting within his or her scope of practice, and, when applicable, performed at an eligible facility that is licensed or certified for the type of procedure and services rendered.

## **Eligible Providers**

Not all medical professionals are Eligible Providers. Eligible Providers include the properly licensed, certified or registered Providers listed below, when acting within the scope of their practice and license. Scope of practice is determined by the regulatory oversight agency for each health profession. It means the procedures, actions, and processes that a licensed or certified medical professional is legally allowed to perform based on the individual's specific education and experience, and demonstrated competency. For example, neurosurgery would not be within the scope of practice for a dentist.

Benefits may also be available from other healthcare professionals whose services are mandated by federal law or Arizona State law or who are accepted as eligible by BCBSAZ. The following are examples of ineligible Providers: acupuncturists and doctors of naturopathy and homeopathy. Other Provider types may also be ineligible. The fact that a Service is rendered by an eligible Provider does not mean that the Service will be covered. Not all Eligible Providers are contracted with BCBSAZ.

ELIGIBLE PROVIDER LIST					
Professional	Facility Ancillary				
Board Certified Applied Behavioral Analyst (BCABA) Certified Nurse Midwife Certified Registered Nurse Anesthetist (CRNA) Certified Registered Nurse First Assist (CRNFA) Doctor of chiropractic (DC) Doctor of dental surgery (DDS) Doctor of medical dentistry (DMD) Doctor of medicine (MD) Doctor of optometry (OD) Doctor of osteopathy (DO) Doctor of podiatry (DPM) First Assist (FA) Licensed clinical social worker Licensed independent substance abuse counselor Licensed marriage and family therapist Licensed nurse practitioner (NP) Licensed professional counselor Perfusionist Physician Assistant (PA) Psychologist (PhD, EdD, and PsyD) Registered Dietician Registered Nurse First Assist (RNFA) Speech, occupational, or physical therapist Surgical Assist (SA) Surgical Technician (ST)	<ul> <li>Ambulance</li> <li>Ambulatory Surgical Center (ASC)</li> <li>Audiology Center</li> <li>Birthing Center</li> <li>Clinical Laboratory</li> <li>Diagnostic Radiology</li> <li>Dialysis Center</li> <li>Durable Medical Equipment (DME)</li> <li>Extended Active Rehabilitation (EAR)</li> <li>Home Health Agency (HHA)</li> <li>Home Infusion Therapy</li> <li>Hospice</li> <li>Hospital, Acute Care</li> <li>Hospital, Long-term Acute Care (LTAC)</li> <li>Hospital, Psychiatric</li> <li>Orthotics/Prosthetics</li> <li>Pain Management Clinic</li> <li>Rehabilitation Treatment Center (inpatient substance use disorder treatment facility)</li> <li>Retail, mail order and specialty pharmacies</li> <li>Skilled Nursing Facility</li> <li>Sleep Lab</li> <li>Specialty Laboratory</li> <li>Urgent Care</li> </ul>				

## **Choosing a Provider**

Your costs will be lower when you use an in-network Provider. Before receiving scheduled services, verify the network status of all Providers who will be involved in your care, such as assistant surgeons, anesthesiologists, and radiologists, as well as the facility where the services will be performed.

#### In-Network Providers (Contracted)

- In-network Providers are the following: (1) healthcare Providers licensed in the United States who have a PPO contract with BCBSAZ (or with a vendor that has contracted with BCBSAZ to provide or administer services for BCBSAZ PPO members); and (2) out-of-state Providers licensed in the United States who have a PPO contract with a Host Blue plan.
- In-network Providers will file your claims with BCBSAZ or the Host Blue plan with which they are contracted. The provider's contract generally prohibits the Provider from charging more than the Allowed Amount for Covered Services. However, when there is another source of payment, such as liability insurance, all Providers may be entitled to collect their Balance Bill from the other source, or from proceeds received from the other source. The provider's contract does allow the Provider to charge you up to the provider's Billed Charges for noncovered services. We recommend that you discuss costs with the Provider before you obtain noncovered services.
- BCBSAZ and/or the out-of-state Blue Cross and/or Blue Shield plan directly reimburse in-network
  Providers for your benefit plan's portion of the Allowed Amount for Covered Services. You are responsible
  to pay your Member Cost Share directly to the Provider.
- Except for emergencies, in-network Providers must render Covered Services in the United States for the services to be considered in-network and subject to in-network Member Cost Share. If an in-network Provider renders Covered Services outside the United States, the Covered Services will be considered out-of-network and subject to out-of-network Member Cost Share, including balance bills (except for emergencies).

## Out-of-Network Providers (Contracted and Noncontracted)

Out-of-network Providers are: (1) Providers who are contracted with a Host Blue plan as "Participating" only Providers; (2) Eligible Providers who have no contract with BCBSAZ or a Host Blue plan (noncontracted Providers); and (3) Providers who are contracted with Blue Cross Blue Shield Global® Core.

- Participating-only Providers: Participating-only Providers are contracted with a Host Blue plan as
  "Participating" and are not contracted as PPO or Preferred Providers. Participating-only Providers are outof-network Providers. Participating-only Providers will submit your claims to the Host Blue plan with which
  they are contracted. If you receive Covered Services from a participating-only Provider, you will pay outof-network deductible and Coinsurance and access fees. However, you will not have to pay the Balance
  Bill because the Provider is contracted.
- Noncontracted Providers: Eligible Providers who have no Provider participation agreement with BCBSAZ or any Host Blue plan are noncontracted Providers. Noncontracted Providers are out-of-network Providers. If you receive Covered Services from an eligible noncontracted Provider, you will pay out-of-network deductible and Coinsurance, access fees, and the Balance Bill. Noncontracted Providers may bill you up to their full Billed Charges. The difference between the noncontracted provider's Billed Charges and payment under this Benefit Plan may be substantial. Please check with the noncontracted Provider regarding the amount of your financial responsibility before you receive services.

Unless BCBSAZ agrees to pay the Provider directly, BCBSAZ will send payment to you for whatever benefits are covered under your plan and you will be responsible for paying the out-of-network Provider. A noncontracted Provider will not receive a copy of your EOB and will not know the amount this Benefit Plan paid you for the claim.

Providers contracted with Blue Cross Blue Shield Global Core: Providers who are contracted with Blue
Cross Blue Shield Global Core are out-of-network Providers. For Covered Services from these Providers,
you will pay out-of-network deductible, Coinsurance, and access fees (except for Emergency Services),
plus the Balance Bill.

Eligible Provider Status and Payment – Summary Table Subject to all terms and conditions noted in this section.				
Provider Contract Status	Network Status and Applicable Cost Share	Provider Required to File Claim on Member's Behalf	Accept BCBSAZ Allowed Amount and do not Balance Bill	Payee for Reimbursement
Providers contracted with BCBSAZ	In-network	Yes	Yes	BCBSAZ reimburses the Provider the Allowed Amount, less any Member Cost Share.
Providers contracted with another Blue Cross or Blue Shield plan ("Host Blue") as PPO Providers	In-network	Yes	Yes	The Host Blue, on behalf of BCBSAZ, reimburses the Provider the Allowed Amount less any Member Cost Share.
Providers contracted with Host Blue as Participating-only Providers	Out-of-network	Yes	Yes	The Host Blue, on behalf of BCBSAZ, reimburses the Provider the Allowed Amount less any Member Cost Share.
Providers contracted with Blue Cross Blue Shield Global Core	Out-of-network	Yes	No	Blue Cross Blue Shield Global Core reimburses the Provider the Allowed Amount less any Member Cost Share.
Noncontracted Providers (in Arizona and out-of-state) (must be Eligible Providers)	Out-of-network	No (Provider may elect to do so as courtesy to Member)	No. May charge up to full Billed Charges. Difference between Billed Charges and BCBSAZ Member reimbursement may be substantial.	BCBSAZ reimburses the Member the Allowed Amount, less any Member Cost Share. Provider does not get copy of member's EOB or know reimbursement amount.

#### Sample Differences in Financial Responsibility Based on Provider Choice

The following example shows how out-of-pocket expenses can differ depending on the Provider you choose. This example is provided for demonstration purposes only. Your savings may vary depending on your Benefit Plan and your chosen Provider. In this example, the Member has already satisfied the Calendar-year Deductible and has a 20 percent Coinsurance for an in-network Provider and 40 percent Coinsurance for an out-of-network Provider.

Billed Charges	Allowed Amount	Financial Responsibility	In-Network Providers 20% Coinsurance	Out-of-Network (Noncontracted) Providers 40% Coinsurance
\$1,000	\$400	BCBSAZ pays:	\$320	\$240
		You pay:	\$80 Coinsurance	\$160 Coinsurance +\$600 Balance Bill \$760

#### Locating an In-Network Provider

Check the BCBSAZ Provider Directory at <a href="www.azblue.com">www.azblue.com</a> to locate an in-network Provider who offers the services you are seeking and contact the Provider for an appointment. If you cannot get an appointment with the in-network Provider, contact Customer Service at the number on your ID card.

## **Precertifications for Out-of-Network Providers**

BCBSAZ does not guarantee that every Specialist or facility will be in our network. Not all Providers will contract with health insurance plans. If you believe or have been told there is no in-network Provider available to render Covered Services that you need, you may ask your treating Provider to request "Precertification of In-network Cost Share for Services from an Out-of-network Provider." BCBSAZ will not issue this Precertification if we find that an in-network Provider is available to treat you. The section on Precertification explains how to make this request.

#### **Continuing Care from an Out-of-Network Provider**

You may be able to receive benefits at the in-network level for services from an out-of-network Provider, under the circumstances described below. Continuity of care benefits are subject to all other applicable provisions of your Benefit Plan. Call Customer Service at the number on your ID card for information on requesting continuity of care.

Continuity of care only applies to otherwise Covered Services rendered by Providers. Continuity of care is not available for facility services. If the hospital or other facility at which your Provider practices is not an innetwork facility, the out-of-network provisions of coverage will apply to covered facility services.

#### **New Members Current Members** A new Member may continue an active course of A current Member may continue an active course of treatment with an out-of-network Provider during the treatment with an out-of-network Provider if BCBSAZ transitional period after the member's effective date if the terminates the Provider from the network for reasons other Member has: than medical incompetence or unprofessional conduct if the Member has: A life-threatening disease or condition, in which case the transitional period is not more than 30 days from A life-threatening disease or condition, in which case the the Effective Date of Coverage; or transitional period is not more than 30 days from the Entered the third trimester of pregnancy on the effective date of the provider's termination; or Entered the third trimester of pregnancy on the effective Effective Date of Coverage, in which case the transitional period includes the covered Provider date of the provider's termination, in which case the services for Complications of Pregnancy only; and transitional period includes the covered Provider services for Complications of Pregnancy only; and

The member's Provider agrees in writing to do all of the following:

- Accept the BCBSAZ Allowed Amount applicable to Covered Services as if provided by an in-network Provider, subject to the deductible, Coinsurance, and Copay requirements of this Benefit Plan;
- Provide BCBSAZ with any necessary medical information related to your care; and
- Comply with BCBSAZ's policies and procedures, as applicable, including Precertification, network referral, claims
  processing, quality assurance, and utilization review.

#### **Out-of-Area Services**

## **Overview**

BCBSAZ has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross and Blue Shield Association. Whenever you access healthcare services outside the geographic area BCBSAZ serves, 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 BCBSAZ's 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") do not contract with the Host Blue. We explain below how BCBSAZ pays 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 BCBSAZ to provide the specific Service or services.

#### BlueCard® Program

Under the BlueCard program, when you receive Covered Services within the geographic area served by a Host Blue, BCBSAZ 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 BCBSAZ's 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 BCBSAZ.

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 BCBSAZ has used for your claim because they will not be applied after a claim has already been paid.

#### 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 the Provider for 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 BCBSAZ through average pricing or Fee Schedule adjustments. Additional information is available upon request. Provider incentives, risk-sharing, and care coordinator fees are incorporated into the Premium and/or contribution percentage members pay for coverage.

#### 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 individual insured accounts. If applicable, BCBSAZ will include any such surcharge, tax, or other fee as part of the claim charge passed on to you.

## Nonparticipating Providers Outside BCBSAZ's Service Area

- Liability calculation: When Covered Services are provided outside of BCBSAZ's 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
  state law. In these situations, you may be responsible for the difference between the amount that the
  nonparticipating Provider bills and the payment BCBSAZ 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.
- Exceptions: In certain situations, BCBSAZ 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 BCBSAZ 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 BCBSAZ will make for the Covered Services as set forth in this paragraph.

## Blue Cross Blue Shield Global Core Program

If you are outside the United States (hereinafter "BlueCard service area"), you may be able to take advantage of Blue Cross Blue Shield Global Core program when accessing Covered Services. The Blue Cross Blue Shield Global Core program is unlike the BlueCard program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core program 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 (800) 810-BLUE (2583), or call collect at (804) 673-1177, 24 hours a day, 7 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 BCBSAZ 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 BCBSAZ, the Service Center, or online at <a href="https://www.bcbsglobalcore.com">www.bcbsglobalcore.com</a>. If you need assistance with your claim submission, you should call the Service Center at (800) 810-BLUE (2583), or call collect at (804) 673-1177, 24 hours a day, 7 days a week.

#### Services Received on Cruise Ships

If you receive healthcare services while on a cruise ship, you will pay in-network Cost Share, and the Allowed Amount will be based on Billed Charges. A cruise ship claim is not considered an out-of-country claim. Claims should be submitted and processed through BCBSAZ, not through the Blue Cross Blue Shield Global Core program. Please call Customer Service at the number on the back of your ID card for more information, or mail copies of your receipts to the BCBSAZ general correspondence address listed at the front of this book.

## **PRECERTIFICATION**

#### When Is Precertification Required

Not all services or medications require Precertification. Precertification is not required for Emergency Services or Urgent Care services. If it is required, your treating Provider must obtain it on your behalf before rendering services. If Precertification is not obtained for medications that require Precertification, the medications will not be covered. Precertification may be required for services to be covered when provided in certain settings.

On the BCBSAZ website, you'll find a list of services that need to be precertified at <a href="mailto:azblue.com/individualsandfamilies/resources/forms">azblue.com/individualsandfamilies/resources/forms</a> and medications that need to be precertified at <a href="mailto:azblue.com/Pharmacy">azblue.com/Pharmacy</a>, or call the Customer Service number on your ID card. BCBSAZ may change the services that require Precertification by posting a revised listing of medications and services at <a href="https://www.azblue.com">www.azblue.com</a>.

#### **How to Obtain Precertification**

Ask your treating Provider to contact BCBSAZ for Precertification before you receive services and medications that require Precertification. Your Provider must contact BCBSAZ because he or she has the information and Medical Records we need to make a benefit determination. BCBSAZ will rely on information supplied by your Provider. If that information is inaccurate or incomplete, it may affect the decision on your request or claim.

## Factors BCBSAZ Considers in Evaluating a Precertification Request for Services or Medications

Some of these factors may not be readily identifiable at the time of Precertification but will still apply if discovered later in the claim process and could result in denial of your claim.

- Applicability of other Benefit Plan provisions (limitations, exclusions, waivers, and Benefit Maximums);
- If the treating Provider or location of Service is in-network;
- Whether the Service is Medically Necessary or investigational; and
- Whether your coverage is active.

#### **Prescription Medication Exception**

If a covered medication requires Precertification, but you must obtain the medication outside of BCBSAZ's Precertification hours, you may have to pay the entire cost of the medication when it is dispensed. In such cases, you can file a reimbursement claim with BCBSAZ and have your treating Provider request Precertification on the next business day. Your claim for the medication will not be denied for lack of Precertification, but all other exclusions and limitations of your plan will apply.

## Precertification of In-Network Cost Share for Services from an Out-of-Network Provider

If there is no in-network Provider available to deliver Covered Services, your treating Provider may contact BCBSAZ and ask BCBSAZ to precertify the in-network Cost Share for services from an out-of-network Provider. BCBSAZ will evaluate whether there is an in-network alternative. If BCBSAZ determines that an in-network Provider is available to treat you, BCBSAZ will not precertify in-network Cost Share for services from your out-of-network Provider of choice.

Precertification of In-network Cost Share for Services from an Out-of-network Provider is a process separate from Precertification of services. If you want an out-of-network Provider to render services that require Precertification, and you also want to be eligible for the in-network Cost Share, you must ensure that your Provider makes two separate Precertification requests: one for the Service itself and one for use of the out-of-network Provider. If BCBSAZ precertifies you for the in-network Cost Share, your services will be subject to the in-network Cost Share. You will still be responsible for any Balance Bill, plus your in-network Cost Share.

#### If BCBSAZ Precertifies Your Service

- Except as otherwise required by applicable law, Precertification is not a pre-approval or a guarantee of payment. Precertification made in error by BCBSAZ is not a waiver of BCBSAZ's right to deny payment for noncovered services.
- You and your Provider will receive a letter explaining the scope of the Precertification.

## If BCBSAZ Denies Your Precertification Request

Denial of Precertification is an adverse benefit determination. As explained in the section on Claims, BCBSAZ will send you a notice explaining the reason for the denial, and your right to appeal the BCBSAZ decision. Information on where to file an appeal is in the BCBSAZ Appeal and Grievance Guidelines. If your request for Precertification of a Service is denied because BCBSAZ decides that the Service is not Medically Necessary, remember that BCBSAZ's interpretation of medical necessity is a benefits determination made in accordance with the provisions of this plan. Your Provider may recommend services or treatment not covered under this plan. You and your Provider should decide whether to proceed with the Service or procedure if BCBSAZ denies Precertification.

## **DESCRIPTION OF BENEFITS**

Please review this section for an explanation of Covered Services and benefit-specific limitations and exclusions. Also, be sure to review the information about Covered Services in "Understanding the Basics" and refer to "What is Not Covered" for general exclusions and limitations that apply to all benefits. BCBSAZ does not determine whether a Service is covered under this Benefit Plan until after services are provided and BCBSAZ receives a complete claim describing the services actually rendered.

#### A. AMBULANCE SERVICES

<u>Your Cost Share</u>: You pay in-network deductible, which counts toward satisfaction of the Out-of-pocket Maximum.

<u>Benefit Description</u>: All factors for coverage are determined by BCBSAZ at its sole and absolute discretion. Benefits are available for:

- Air or water ambulance transportation to the nearest facility capable of providing appropriate
  treatment when the emergency, accident, or acute illness occurs in an area inaccessible by
  ground vehicles or transport by ground ambulance would be harmful to the member's medical
  condition; or
- Ground ambulance transportation from the site of an emergency, accident, or acute illness to the nearest facility capable of providing appropriate treatment; or
- Interfacility ground, water, or air ambulance transfer for admission to a facility when the transferring facility is unable to provide the level of services required.

#### Benefit-Specific Exclusions:

- Air ambulance transfers to any facility that is not an acute care facility, such as a skilled nursing facility or an extended active rehabilitation facility.
- All other expenses for travel and transportation are not covered, except for the benefits described in "Transplant or Gene Therapy Travel and Lodging."

## B. BEHAVIORAL HEALTH SERVICES (Includes Treatment for Mental Health, Chemical Dependency, or Substance Use Disorder)

#### **B.1 Inpatient Hospital**

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Changing Types of Inpatient Care</u>: Some inpatient facilities provide different levels of care within the same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Costshare obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

#### Benefit Description: Benefits are available for:

- Diagnostic testing
- Intensive care units and other special care units
- · Medications, biologicals, and solutions
- Room and board in a semi-private room or a standard private room (not deluxe) if the hospital only has private rooms or if a private room is Medically Necessary.
- Treatment and recovery rooms and equipment for Covered Services

#### B.2 Subacute Inpatient Behavioral Health Hospitalization (including Residential Treatment)

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

Changing Types of Inpatient Care: Some inpatient facilities provide different levels of care within the

same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Cost-share obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

Benefit Description: Benefits are available for:

- Diagnostic testing
- Medications, biologicals, and solutions
- Room and board in a semi-private room or a standard private room (not deluxe) if the facility only
  has private rooms or if a private room is Medically Necessary.
- Treatment and recovery rooms and equipment for Covered Services

Benefits are available for inpatient Behavioral Health Services that meet all the following criteria:

- A Physician or registered nurse practitioner is present on the premises of the facility or on-call at all times;
- The facility has 24/7 onsite RN coverage;
- The facility has sufficient behavioral health professional staff to provide appropriate treatment;
- The facility is licensed to provide Behavioral Health Services to patients who require 24-hour skilled care and have the ability to achieve treatment goals in a reasonable period of time;
- The facility's designated clinical director is a behavioral health professional and provides direction for the Behavioral Health Services provided at the facility; and
- The facility's designated medical director is a Physician or registered nurse practitioner and provides direction for physical health services provided at the facility.

## **Benefit-Specific Exclusions:**

- Custodial Care
- Medications dispensed at the time of discharge from a hospital
- Private duty nursing
- Respite Care

## **B.3 Outpatient Facility and Professional Services**

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Non-emergency outpatient Behavioral Health Services are available, including psychotherapy, outpatient therapy services for chemical dependency or substance use disorder, diagnostic office visits, certain office visits for monitoring of behavioral health conditions or medications, counseling for personal and family problems, electroconvulsive therapy (ECT), intensive Outpatient Services, and partial hospitalization.

#### B.4 Behavioral Therapy Services for the Treatment of Autism Spectrum Disorder

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definitions</u>: "**Autism Spectrum Disorder**" means Autistic Disorder, Asperger's Syndrome, or Pervasive Developmental Disorder (not otherwise specified), as defined in current Evidence-based Criteria and referenced in the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association.

**"Behavioral Therapy"** means interactive therapies derived from evidence-based research, including applied behavior analysis, which includes discrete trial training, pivotal response training, intensive intervention programs, and early intensive behavioral intervention.

<u>Benefit Description</u>: Behavioral Therapy services for the treatment of Autism Spectrum Disorder are available for members who have been diagnosed with Autism Spectrum Disorder. Covered Behavioral Therapy services must be delivered by a Provider who is licensed or certified as required by law.

Benefit-Specific Exclusions (applicable to all Behavioral Health Services):

- Activity therapy, milieu therapy, and any care primarily intended to assist an individual in the activities of daily living
- Biofeedback and hypnotherapy
- Development of a learning plan and treatment and education for learning disabilities (such as reading and arithmetic disorders)
- Inpatient and outpatient facility charges for services provided by the following facilities: group homes, wilderness programs, boarding schools, halfway houses, assisted living centers, shelters, or foster homes.
- IQ testing
- · Lifestyle education and work-related education and training, and management services
- Neurofeedback
- Services rendered after a Member has met functional goals and no objectively measurable improvement is reasonably anticipated, as determined by BCBSAZ

<u>Exception</u>: Behavioral health services for minors that are otherwise covered under this section will not be denied solely on the basis that the services are provided in a school setting or are ordered by a court.

#### C. CANCER CLINICAL TRIALS

Your Cost Share: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definition</u>: "**Eligible Cancer Clinical Trial**" means a Phase 1, 2, 3, or 4 clinical trial conducted for the prevention, detection, or treatment of cancer and also approved or funded by at least one of the following:

- A panel of qualified, recognized clinical research experts within an Arizona academic health institution
- Food and Drug Administration (FDA) reviewed investigational new drug application
- The National Institutes of Health (NIH), including an NIH health cooperative group or center or a qualified research entity, that meets the criteria established by NIH for grant eligibility
- The U.S. Department of Defense
- The U.S. Department of Veterans Affairs

Benefit Description: Benefits are available for Covered Services directly associated with an Eligible Cancer Clinical Trial meeting all requirements specified by applicable Arizona law. Benefits are limited to those services covered under this plan that would be required if you received standard, non-investigational treatment. Services may include laboratory, radiology, Physician Services, medical, diagnostic, and/or surgical procedures.

For services associated with an Eligible Cancer Clinical Trial to be covered, you or your Provider must inform BCBSAZ that you are enrolled in a cancer clinical trial, that the trial meets the requirements of Arizona law, and that the services to be rendered are directly associated with the trial. Otherwise, BCBSAZ only covers Cancer Clinical Trials as required by law and will administer your benefits according to the other terms of your Benefit Plan, which may result in a denial of benefits. If you have any questions about whether a particular Service will be covered, please contact Customer Service at the number on your ID card.

#### Benefit-Specific Exclusions:

- Any investigational medication (except as stated in "Medications for the Treatment of Cancer") or device
- Costs and services customarily paid for by government, biotechnical, pharmaceutical, and medical device industry sources
- Costs of managing the research of the clinical trial
- Non-health services that might be required for a person to receive treatment or intervention, such as travel and transportation and lodging expenses
- Services otherwise not covered under this plan
- Treatment and services provided outside Arizona

## D. CARDIAC AND PULMONARY REHABILITATION - OUTPATIENT SERVICES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for outpatient Phase I and II Cardiac Rehabilitation programs and Pulmonary Rehabilitation services.

#### E. CATARACT SURGERY

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for the removal of cataracts, including placement of a single intraocular lens at the time of the cataract removal, and for 1 pair of eyeglasses or external contact lenses following Cataract Surgery. The eyeglasses or external contact lenses must be prescribed and purchased within 6 months following the date of the Cataract Surgery.

<u>Benefit-Specific Exclusion</u>: Any procedures associated with Cataract Surgery that are not included in the benefit description, including replacement, piggyback, or secondary intraocular lenses or any other treatments or devices for refractive correction.

#### F. CHIROPRACTIC SERVICES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

Benefit Description: Benefits are available for Chiropractic Services.

<u>Benefit-Specific Exclusion</u>: Maintenance or preventive treatment consisting of routine, long term, or non-medically necessary care provided to prevent reoccurrences or to maintain the patient's current status.

#### G. DENTAL SERVICES - MEDICAL

Not all dentists who are contracted with BCBSAZ are contracted to provide medical-related Dental Services. Call Customer Service at the number on your ID card with questions.

#### **G.1 Dental Accident Services**

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definitions</u>: "**Accidental Dental Injury**" is an accidental injury to the structures of the teeth that is caused by an external force or element such as a blow or fall. An injury to a tooth while chewing is not considered an Accidental Dental Injury, even if the injury is due to chewing on a foreign object.

## A "Sound Tooth" is a tooth that is:

- · Whole or virgin; or
- Restored with amalgam (silver filling) or composite resin (tooth-colored filling) or restored by cast metal, ceramic/resin-to-metal or laboratory processed resin/porcelain restorations (crowns); and
- Without current periodontal (tissue supporting the tooth) disease or current endodontal (tooth pulp or root) disease; and
- Not in need of the treatment provided for any reason other than as the result of an Accidental Dental Injury.

<u>Benefit Description</u>: Benefits are only available for the following services to repair or replace a Sound Tooth damaged or lost by an Accidental Dental Injury:

- Extraction of teeth damaged as a result of Accidental Dental Injury
- Original placement of fixed or removable complete or partial dentures
- Original placement, repair, or replacement of crowns
- Original placement, repair, or replacement of veneers
- Orthodontic services directly related to a covered accidental injury
- Other services required by federal or state law to be covered

#### Benefit-Specific Exclusions:

- Gold foil restorations or inlays
- Occlusal rehabilitation and reconstruction
- Original placement, repair, or replacement of dental implants and any related services
- Repair and replacement of fixed or removable complete or partial dentures
- Routine dental care
- Routine extractions

#### **G.2 Dental Services Required for Medical Procedures**

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for Dental Services required to perform the medical services listed in this benefit. These Dental Services may either be part of the medical procedure or may be performed in conjunction with and made Medically Necessary solely because of the medical procedure:

- Diagnostic services prior to planned organ or stem cell transplantation procedures
- Removal of teeth required for covered treatment of head and neck cancer or osteomyelitis of the jaw
- Restoration of teeth made Medically Necessary because of the covered treatment of head and neck cancer or osteomyelitis of the jaw
- Other services required by federal or state law to be covered

#### Benefit-Specific Exclusions:

- Dental implants and any related services
- Gold foil restorations and inlays
- Occlusal rehabilitation and reconstruction
- Orthodontic services
- Repair and replacement of fixed or removable complete or partial dentures
- Routine dental care
- Routine extractions

## **G.3 Medical Services Required for Dental Procedures (Facility and Professional Anesthesia Charges)**

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for facility and professional anesthesiologist charges to perform Dental Services under anesthesia in an inpatient or outpatient facility due to one or more of the following concurrent or co-morbid conditions:

- Children 5 years or younger who, in the opinion of the treating dental Provider, cannot be safely treated in the dental office
- Malignant hypertension
- Mental retardation
- Senility or dementia
- Uncontrolled seizure disorder
- Unstable cardiovascular condition

Other conditions for which these services are required by federal or state law to be covered

## H. DURABLE MEDICAL EQUIPMENT (DME), MEDICAL SUPPLIES, AND PROSTHETIC APPLIANCES AND ORTHOTICS

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

#### H.1 DME

Benefit Description: To be eligible for coverage, DME must meet all of the following criteria:

- Be designed for appropriate use in the home setting;
- Be specifically designed to improve or support the function of a body part; and
- Cannot be primarily useful to a person in the absence of an illness or injury.

Benefits are available for DME rental or purchase, as determined by BCBSAZ, and for DME repair or replacement, as determined by BCBSAZ, due to normal wear and tear caused by use of the item in accordance with the manufacturer's instructions or due to growth of a child. Benefits are limited to the Allowed Amount for the DME item base model. BCBSAZ will determine what is covered as the base model. Deluxe or upgraded DME items may be eligible for coverage based upon BCBSAZ Medical Necessity Criteria.

#### Benefit-Specific Exclusions:

- Charges for continued rental of a DME item after the Allowed Amount is reached, if applicable
- Repair costs that exceed the Allowed Amount for the DME item
- Repair or replacement of DME items lost or damaged due to neglect or use that is not in accordance with the manufacturer's instructions or specifications

## **H.2 Medical Supplies**

Benefit Description: Benefits are available for the following Medical Supplies:

- Any device or supply permitted under current Evidence-based Criteria
- · Blood glucose monitors
- Blood glucose monitors for the legally blind and visually impaired
- Diabetic injection aids and drawing-up devices (including drawing-up devices for the visually impaired)
- Diabetic syringes and lancets, including automatic lancing devices
- Insulin cartridges, including insulin cartridges for the legally blind
- Insulin preparations and glucagon
- Insulin pumps and insulin pump supplies
- Ostomy and urinary catheter supplies
- Peak flow meters
- Prescribed oral agents for controlling blood sugar that are included on the plan
- Supplies associated with oxygen or respiratory equipment
- Test strips for glucose monitors and visual reading and urine test strips
- Volume nebulizers
- Other Medical Supplies required by federal or state law to be covered

Benefits are limited to the Allowed Amount for the medical supply base model. BCBSAZ will determine what is covered as the base model. Deluxe or upgraded Medical Supplies may be eligible for coverage based upon BCBSAZ Medical Necessity Criteria. Note that certain equipment and supplies are covered under the Pharmacy benefit at the discretion of BCBSAZ (see the "Pharmacy and Medications Benefits" section).

#### H.3 Prosthetic Appliances and Orthotics

Benefit Description: Benefits are available for the following:

- Cochlear implants
- External or internal breast prostheses when needed as a result of a Medically Necessary mastectomy
- External and internal prosthetic devices, which are used as a replacement or substitute for a
  missing body part and are necessary for the support or function of a body part or for the

alleviation or correction of illness, injury, or congenital defect. External Prosthetic Appliances shall include artificial arms and legs, wigs, hairpieces, and terminal devices such as a hand or hook. Wigs and hairpieces are covered:

- For individuals diagnosed with alopecia (absence of hair) caused by chemotherapy, radiation therapy, or second- or third-degree burns; and
- For individuals diagnosed with a mental health or substance use disorder; and
- For individuals with any other condition for which coverage is required under federal or state law
- Orthopedic shoes that are:
  - Attached to a brace
  - Covered in accordance with BCBSAZ Medical Necessity Criteria
  - Depth inlay or custom-molded, along with inserts, for individuals with diabetes
- Podiatric appliances for prevention of complications associated with diabetes, including foot orthotic devices and inserts (therapeutic shoes: including Depth Shoes or Custom-molded Shoes, as defined below.) Custom-molded Shoes will only be covered when the Member has a foot deformity that cannot be accommodated by a Depth Shoe. Therapeutic shoes are covered only for diabetes mellitus and any of the following complications of diabetes involving the foot: Peripheral neuropathy with evidence of callus formation; or history of pre-ulcerative calluses; or history of previous ulceration; or foot deformity; or previous amputation of the foot or part of the foot; or poor circulation. Depth Shoes and Custom-molded Shoes are defined as follows:
  - "Depth Shoes" shall mean the shoe has a full length, heel-to-toe filler that, when removed, provides a minimum of 3/16th inch of additional depth used to accommodate custom-molded or customized inserts; are made of leather or other suitable material of equal quality; have some sort of shoe closure; and are available in full and half sizes with a minimum of three widths so that the sole is graded to the size and width of the upper portions of the shoes according to the American standard sizing schedule or its equivalent.
  - "Custom-molded Shoes" shall mean constructed over a positive model of the member's foot; made from leather or other suitable material of equal quality; have removable inserts that can be altered or replaced as the member's condition warrants; and have some sort of shoe closure. This includes a shoe with or without an internally seamless toe.
- Other Prosthetic Appliances and Orthotics required by federal or state law to be covered

Benefits are limited to the Allowed Amount for the prosthetic appliance or orthotic base model. BCBSAZ determines what is covered as the base model. Deluxe or upgraded Prosthetic Appliances or Orthotics may be eligible for coverage based upon BCBSAZ Medical Necessity Criteria.

<u>Benefit-Specific Exclusion</u>: Prosthetic Appliances and Orthotics exceeding 1 unit or 1 pair, as applicable, per Member, per calendar year. This exclusion does not apply to claims for wigs submitted with a primary mental health or substance use disorder diagnosis.

## Benefit-Specific Exclusions (apply to DME, Medical Supplies, and Prosthetic Appliances and Orthotics):

- Biomechanical devices, which are any external devices operated through or in conjunction with nerve conduction or other electrical impulses
- Certain equipment and supplies that can be purchased over-the-counter, as determined by BCBSAZ. Examples include: adjustable beds, air cleaners, air-fluidized beds, air conditioners, air purifiers, assistive eating devices, atomizers, bathroom equipment, biofeedback devices, Braille teaching texts, bed boards, breast pumps, car seats, corsets, cushions, dentures, diatherapy machines, disposable hygienic items, dressing aids and devices, elastic/support/compression stockings (except TED hose), elevators, exercise equipment, foot stools, garter belts, grab bars, health spas, hearing aid batteries, heating and cooling units, helmets, humidifiers, incontinence devices/alarms, language and/or communication devices (except artificial larynx and trach speaking valve) or teaching tools, massage equipment, mineral baths, portable and permanent spa and whirlpool equipment and units, reaching and grabbing devices, recliner chairs, saunas, and vehicle or home modifications.
- Hospital grade breast pumps and hospital grade breast pump supplies
- Items used primarily for assistance in daily living, socialization, personal comfort, convenience, or other non-medical reasons
- Replacement of external prosthetic devices due to loss or theft
- Strollers of any kind
- Supplies used by a Provider during office treatments
- Tilt or inversion tables or suspension devices

#### I. EDUCATION AND TRAINING

## I.1 Diabetes and Asthma Education and Training

Your Cost Share: You pay in-network deductible, which counts toward satisfaction of the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for diabetes and asthma Education and Training that meet the following criteria:

- An in-network Provider delivers the Education and Training;
- Education and Training are provided in an outpatient setting (outpatient hospital, Physician office, or other Provider (excluding Home Health));
- Training is conducted in person; and
- Your healthcare Provider prescribes the training as part of a comprehensive plan of care related to your condition to enhance therapy compliance and improve self-management skills and knowledge.

<u>Benefit-Specific Exclusion</u>: Diabetes and asthma Education and Training provided by an out-of-network Provider.

## I.2 Nutritional Counseling and Training

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Maximum</u>: Benefits are available for a maximum of 6 nutritional counseling and training visits per Member, per calendar year.

<u>Benefit Description</u>: Nutritional counseling and training is available only for members diagnosed with the following conditions:

- Coronary artery disease
- Diabetes and pre-diabetes
- Eating disorders
- Heart failure
- High cholesterol
- Hypertension
- Mental health or substance use disorder
- Obesity
- Renal failure/renal disease

#### J. EMERGENCY SERVICES

<u>Your Cost Share</u>: For Emergency Services, you will pay your in-network Cost Share, even for services from out-of-network Providers. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which may be substantial.

*Emergency room:* You pay an emergency room Access Fee per Member, per facility, per day, plus innetwork deductible for emergency room facility charges and for professional services provided during an emergency room visit.

Admission to the hospital from the emergency room: The emergency room Access Fee is waived if you are admitted to the hospital as an inpatient. For Emergency Services following admission, you pay in-network deductible for facility charges and professional services. Your Access Fee and deductible payments count toward satisfaction of the Out-of-pocket Maximum.

If you are admitted for observation or as an outpatient: You pay an emergency room Access Fee. You pay deductible and in-network Coinsurance for professional, facility, and ancillary services related to the emergency and provided after admission for observation or as an outpatient.

If you receive Emergency Services from a noncontracted facility or professional Provider, BCBSAZ will base the Allowed Amount used to calculate your Cost Share on the highest of the three following

amounts, not to exceed the applicable provider's Billed Charges:

- The median in-network Provider negotiated rate for the emergency service furnished,
- The amount for the emergency service calculated using the same method BCBSAZ generally
  uses to determine reimbursement for out-of-network services, or
- The amount that would be paid by Medicare Part A or B.

For all non-emergency services following the emergency treatment and stabilization, you pay applicable Cost Share. The Cost-share amount will depend on the provider's network status and the place you receive services. If you receive non-emergency services from a noncontracted Provider, you also pay the Balance Bill, which may be substantial.

Benefit-Specific Definitions: "Emergency Medical Condition" means a medical or behavioral health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that failing to get immediate medical attention would result in serious jeopardy to the patient's life, health or ability to completely recover, serious impairment to a bodily function or part, or permanent disability.

"Teletrauma Consultation" means telephonic or electronic communications between Providers and video presentation of the member's condition between Providers, where all consulting Providers are located in facilities with the specialized equipment needed to facilitate Teletrauma communications.

"**Trauma**" means a physical wound or injury that results from a sudden accident or violent cause and which, if not immediately treated, is likely to result in death, permanent disability, or severe pain.

<u>Benefit Description</u>: Benefits are available for services needed to treat an Emergency Medical Condition and Teletrauma Consultation services that meet the following criteria:

- The Member is receiving emergency treatment in a facility that is not equipped to handle the member's medical condition.
- The Teletrauma Consultation is between a Provider at the facility where the Member is physically located and being treated and one or more Providers at certain Level 1 Trauma centers.
- The treating Provider needs the consultation to appropriately treat or stabilize the Member.

## K. EOSINOPHILIC GASTROINTESTINAL DISORDER (EGID)

<u>Your Cost Share</u>: You pay in-network deductible for amino-acid based formula ("Formula") received from an in-network Provider. You pay the lesser of out-of-network Coinsurance or 25 percent of Billed Charges for Formula received from an out-of-network Provider. Your deductible and Coinsurance payments count toward satisfaction of the applicable Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for Formula for members who meet all of the following criteria:

- At risk of mental or physical impairment if deprived of the Formula;
- Diagnosed with EGID; and
- Under the continuous supervision of a Physician or a registered nurse practitioner.

#### L. FAMILY PLANNING (CONTRACEPTIVES AND STERILIZATION)

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for FDA-approved contraceptive methods and sterilization procedures that require a Physician or other Provider prescription.

<u>Benefit-Specific Exclusion</u>: All over-the-counter contraceptive methods and devices, even if the contraceptive method or device is FDA-approved and prescribed by a Physician or other Provider, including but not limited to condoms, sponges, and spermicides, except FDA-approved over-the-counter emergency contraceptives when prescribed by a Physician or other Provider.

## M. HOME HEALTH AND HOME INFUSION – MEDICATION ADMINISTRATION THERAPY

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

If you believe you have paid more for a self-administered version of a Cancer Treatment Medication than for an injected or intravenously administered version of a Cancer Treatment Medication, please contact Pharmacy Benefit Customer Service at the number on your ID card.

<u>Benefit-Specific Definition</u>: **"Sole Source of Nutrition"** is defined as the inability to orally receive more than 30 percent of daily caloric needs.

<u>Benefit-Specific Maximum</u>: Any combination of skilled nursing services necessary to provide Home Infusion medication administration, enteral nutrition, and/or other services requiring skilled nursing care, up to a maximum of 6 hours per Member, per day. The Home Health visit limit does not apply to Home Health services provided in lieu of hospitalization, or to claims for Home Health services submitted with a primary mental health or substance use disorder diagnosis.

Benefit Description: Benefits are available for the following services:

- Enteral nutrition (tube feeding) when it is the Sole Source of Nutrition.
- Home Infusion Medication Administration Therapy, including:
  - Blood and blood components
  - Hydration therapy
  - Intravenous catheter care
  - Intravenous, intramuscular, or subcutaneous administration of medication
  - Specialty medications, as defined by BCBSAZ
  - Total parenteral nutrition
- Physical Therapy, Occupational Therapy, and Speech Therapy
- Skilled nursing services necessary to provide Home Infusion Medication Administration Therapy, enteral nutrition, and other services that require skilled nursing care.
- Other Home Health services required by federal or state law to be covered

The services covered under this section must meet the following criteria:

- A healthcare Provider must order the services pursuant to a specific plan of home treatment;
- A licensed Home Health agency must provide the services in the member's residence;
- The healthcare Provider must review the appropriateness of the services at least once every 30 days, or more frequently if appropriate under the treatment plan; and
- The services must be provided by an LPN, RN, or another eligible Provider.

## Benefit-Specific Exclusions:

- Any combination of skilled nursing services necessary to provide Home Infusion medication administration, enteral nutrition, and/or other services requiring skilled nursing care in excess of 6 hours per Member, per day, except as described in this section
- Custodial Care
- Private duty nursing
- Respite Care

#### N. HOSPICE SERVICES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definition</u>: "**Hospice Services**" are an alternative multi-disciplinary approach to medical care for the terminally ill. No curative or aggressive treatments are used.

<u>Changing Types of Inpatient Care</u>: Some inpatient facilities provide different levels of care within the same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Costshare obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

<u>Benefit Description</u>: When a Member elects to use the hospice benefit, it is in lieu of other medical benefits available under this plan, except for care unrelated to the terminal illness or related complications. The hospice agency determines the required level of care, which is subject to the medical necessity provision of the Benefit Plan. Once the Member selects the hospice benefit, the hospice agency coordinates all of the member's healthcare needs related to the terminal illness.

The member's Physician must certify that the Member is in the later stages of a terminal illness and prescribe hospice care, which must be provided by a state-licensed hospice agency. The Member must meet the requirements of the hospice.

Benefits are available for the following:

- Continuous home care: 24-hour skilled care provided by an LPN or RN during a period of crisis, as determined by the hospice agency, in order to maintain the Member at home, if the Member is receiving services in his or her home
- Home Health services
- Individual and family counseling provided by a psychologist, social worker, or family counselor
- Inpatient acute care: inpatient admission for pain control or symptom management that cannot be provided in the home setting
- Outpatient Services
- Respite Care: admission of the Member to an approved facility for up to 5 days to provide rest to
  the member's family or primary Caregiver; Respite Care is available once every 21 days. This
  limit does not apply to claims for Hospice Services submitted with a primary mental health or
  substance use disorder diagnosis.
- Routine care: intermittent visits provided by a member of the hospice team

#### O. INPATIENT AND OUTPATIENT DETOXIFICATION SERVICES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definition</u>: "**Detoxification Services**" means the initial medical treatment and support provided to a chemically dependent or addicted individual during acute withdrawal from a drug or substance.

<u>Benefit Description</u>: Benefits are available for medical observation and Detoxification Services to stabilize a Member who has developed substance intoxication due to the ingestion, inhalation, or exposure to one or more substances.

#### P. INPATIENT HOSPITAL

Your Cost Share: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. You pay an Access Fee for all bariatric surgeries, in addition to applicable deductible and Coinsurance. See your SBC for the amount of the Access Fee, which applies toward professional charges for the Bariatric Surgery. Your deductible, Coinsurance and any Access Fee payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Changing Types of Inpatient Care</u>: Some inpatient facilities provide different levels of care within the same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Costshare obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

#### Benefit Description:

- Blood transfusions, whole blood, blood components, and blood derivatives
- Diagnostic testing, including radiology and laboratory services
- General, spinal, and caudal anesthetic provided in connection with a covered Service
- In-network benefits are available for covered cellular immunotherapies and gene therapies only when administered in a contracted Blue Distinction<sup>®</sup> Center

- Intensive care units and other special care units
- Medications, biologicals, and solutions
- Operating, recovery, and treatment rooms and equipment for Covered Services
- Radiation therapy or chemotherapy, except in conjunction with a noncovered transplant
- Room and board in a semi-private room or a standard private room (not deluxe) if the hospital only has private rooms or if a private room is Medically Necessary
- Other inpatient services required by federal or state law to be covered

Benefit-Specific Exclusion: Medications dispensed at the time of discharge from a hospital.

#### Q. INPATIENT REHABILITATION SERVICES – EXTENDED ACTIVE REHABILITATION (EAR)

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

After 120 days of care, you pay all charges for EAR services for the remainder of the calendar year. However, for in-network claims submitted with a primary mental health and/or substance use disorder diagnosis, you continue to pay deductible after the first 120 days of services in a calendar year.

<u>Changing Types of Inpatient Care</u>: Some inpatient facilities provide different levels of care within the same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Cost-share obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

<u>Benefit-Specific Maximum</u>: Plan coverage is limited to 120 days of EAR services per Member, per calendar year. This limit does not apply to claims for EAR services submitted with a primary mental health or substance use disorder diagnosis.

<u>Benefit Description</u>: Benefits are available for an intense therapy program provided in a facility licensed to provide EAR and which meet the following criteria:

- A Physician or registered nurse practitioner is present on the premises of the facility or on-call at all times;
- Room and board in a semi-private room or a standard private room (not deluxe) is covered if the hospital only has private rooms or if a private room is Medically Necessary;
- Services must be for patients who require 24-hour rehabilitation nursing and have the ability to achieve rehabilitation goals in a reasonable period of time;
- The facility has 24/7 onsite RN coverage;
- The facility has sufficient professional staff to provide appropriate treatment:
- The facility's designated medical director is a Physician or registered nurse practitioner and provides direction for services provided at the facility; and
- The services meet the BCBSAZ Medical Necessity Criteria for inpatient level of care.

#### Benefit-Specific Exclusions:

- Activity therapy and milieu therapy, including community immersion or integration, home independence, and work re-entry therapy, or any care intended to assist an individual in the activities of daily living or for comfort and convenience
- Custodial Care
- Domiciliary Care
- Private duty nursing
- Respite Care
- Services rendered after a Member has met functional goals and no objectively measurable improvement is reasonably anticipated, as determined by BCBSAZ

## R. LONG-TERM ACUTE CARE (INPATIENT)

<u>Your Cost Share</u>: You pay in-network deductible for services from an in-network Provider for the first 365 days of services. You pay out-of-network deductible and Coinsurance for services from an out-of-network Provider for the first 365 days of services. After you receive 365 days of Long-term Acute Care services, you pay applicable deductible and 50 percent Coinsurance for services from in-network and out-of-network Providers. Your deductible and Coinsurance payments count toward

satisfaction of the applicable Out-of-pocket Maximum. However, for claims submitted with a primary mental health and/or substance use disorder diagnosis, you continue to pay deductible and applicable Coinsurance after the first 365 days of services. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Changing Types of Inpatient Care</u>: Some inpatient facilities provide different levels of care within the same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Cost-share obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

<u>Benefit Description</u>: Benefits are available for specialized acute, medically complex care for patients who require extended hospitalization and treatment in a facility that is licensed to provide Long-term Acute Care and which offers specialized treatment programs and aggressive clinical and therapeutic interventions. Room and board is only covered in a semi-private room or a standard private room (not deluxe) if the hospital only has private rooms or if a private room is Medically Necessary.

#### Benefit-Specific Exclusions:

- Domiciliary Care
- · Medications dispensed at the time of discharge from the facility

#### S. MATERNITY - COMPLICATIONS OF PREGNANCY ONLY

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

Your Cost-share obligations may be affected by the automatic addition of a newborn or adopted child, as described in the "Plan Administration" section of this book. If you have individual coverage, automatic addition of a child will result in a change from individual coverage to family coverage, and you may be required to pay additional premium. If you currently have individual coverage, when a child is added to your plan, you will also be required to meet a family deductible and Out-of-pocket Coinsurance Maximum.

<u>Benefit Description</u>: Benefits are available only for Covered Services to treat a condition that BCBSAZ has determined is a complication of pregnancy, as set forth in current Evidence-based Criteria. BCBSAZ does not classify all conditions associated with or caused by the pregnancy as a complication of pregnancy. Call Customer Service at the number on your ID card for additional information on the "Complications of Pregnancy" Evidence-based Criteria.

A Member who has a complication of pregnancy, as determined by BCBSAZ, may receive services for conditions that occur during her pregnancy, but are not diagnosed as a complication of pregnancy. Such services may be covered under another benefit in this plan.

<u>Benefit-Specific Exclusions</u>: The following services are not covered unless the services are required to treat a condition that the Evidence-based Criteria have defined as a complication of pregnancy:

- Cesarean section unless Medically Necessary to treat the BCBSAZ-defined complication of pregnancy
- High-risk Maternity and delivery
- Normal Maternity and delivery, to include prolonged, preterm, or difficult labor or difficult delivery
- Services common to every pregnancy, such as prenatal office visits, labs, and ultrasounds, as well as the costs associated with the delivery

## T. MEDICAL FOODS FOR INHERITED METABOLIC DISORDERS

Your Cost Share: You pay in-network deductible for Medical Foods received from an in-network Provider. You pay the lesser of out-of-network Coinsurance or 50 percent of Billed Charges for Medical Foods received from an out-of-network Provider. Your deductible and Coinsurance payments count toward satisfaction of the applicable Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definitions</u>: "Inherited Metabolic Disorder" means a disease caused by an inherited abnormality of body chemistry that meets all of the following requirements:

- The disorder is one of the diseases tested under the newborn screening program required under Arizona law (A.R.S. § 36-694);
- The disorder is such that an afflicted individual will need to consume Medical Foods throughout life in order to avoid serious mental or physical impairment; and
- The disorder must involve amino acid, carbohydrate, or fat metabolism and have medically standard methods of diagnosis, treatment, and monitoring, including quantification of metabolites in blood, urine, or spinal fluid, or enzyme or DNA confirmation in tissues as determined by BCBSAZ.

"Medical Foods" means modified low protein foods and metabolic formulas that are all of the following:

- Administered for the medical and nutritional management of a Member who has limited capacity
  to metabolize foodstuffs or certain nutrients contained in the foodstuffs or who has other specific
  nutrient requirements as established by medical evaluation;
- Essential to the member's optimal growth, health and metabolic homeostasis;
- Formulated to be consumed or administered through the gastrointestinal tract under the supervision of an MD or DO Physician or a registered nurse practitioner;
- Processed or formulated to be deficient in one or more of the nutrients present in typical foodstuffs (metabolic formula only); and
- Processed or formulated to contain less than 1 gram of protein per unit of serving (modified low protein foods only).

Benefit Description: Benefits are available for Medical Foods to treat inherited metabolic disorders.

## Benefit-Specific Exclusions:

- Food thickeners, baby food, or other regular grocery products
- Foods and beverages that are naturally low in protein or galactose
- Foods and formulas available for purchase without a prescription or order from an MD or DO Physician or registered nurse practitioner
- Foods and formulas that do not require supervision by an MD or DO Physician or a registered nurse practitioner
- Medical food benefits are not available for any condition not included in the newborn screening program, such as lactose intolerance without a diagnosis of Galactosemia
- · Nutrition for a diagnosis of anorexia
- Nutrition for nausea associated with mood disorder, end stage disease, etc.
- Spices and flavorings
- Standard oral infant formula

<u>Claims for Reimbursement</u>: You may buy Medical Foods from any source. If you buy Medical Foods from an out-of-network Provider, you must submit a claim form with the following information:

- Member's diagnosis for which the Medical Foods were prescribed or ordered;
- Member's name, identification number, group number, and birth date;
- Prescribing or ordering Physician or registered nurse practitioner;
- · The amount paid for the Medical Foods;
- The dated receipt or other proof of purchase; and
- The name, telephone number, and address of the medical food supplier.

Medical Foods claim forms are available from BCBSAZ. Submit the completed Medical Foods claim form and the dated receipt to the address for claims submission in the Customer Service section of this book. Medical Foods also may be covered under the "Home Health and Home Infusion – Medication Administration Therapy" benefit. Medical Foods are not covered under the "Pharmacy Benefit" or the "Specialty Medications" benefits.

## U. MEDICATIONS FOR THE TREATMENT OF CANCER

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

For certain cancer treatment medications, as determined by BCBSAZ, you will receive a 15-day

supply and pay the Allowed Amount for the medication until deductible is met the first time you receive the medication. You will be able to refill the medication every 15 days, and you will continue to pay deductible each refill during your first 3 months of treatment with the medication until your deductible is met. If you experience side effects from the medication during the 3-month period, your prescribing Provider may change your medication. If you tolerate the medication, you will be able to refill the Cancer Treatment Medication for up to 30 days after 3 months of treatment. If you believe you have paid more for a self-administered version of a Cancer Treatment Medication than for an injected or intravenously administered version of a Cancer Treatment Medication, please contact Pharmacy Benefit Customer Service at the number on your ID card.

<u>Benefit-Specific Definition</u>: "**Off-label Prescription Medication**" means a medication that is FDA-approved for treatment of a diagnosis, or condition other than the cancer diagnosis or condition for which it is being prescribed, and which meets all requirements of Arizona law for mandated coverage of off-label use. These requirements include but are not limited to scientific evidence that the drug has been recognized as safe and effective for the specific type of cancer for which it is being prescribed.

<u>Benefit Description</u>: Benefits are available, to the extent required by applicable state law, for off-label use of prescription medications and services directly associated with the administration of Medications for the Treatment of Cancer. All other applicable benefit limitations and exclusions will apply to this benefit.

In administering claims for an Off-label Prescription Medication, BCBSAZ does not represent or warrant that the prescribed medication is safe or effective for the purpose for which your treating Provider has prescribed the medication. Decisions regarding whether the medication is safe and effective for the type of cancer for which it has been prescribed and whether it is appropriate for you, are decisions to be made by your Provider using his or her independent medical judgment. If the medication is subject to Precertification, your Provider must specifically notify BCBSAZ that your Provider is requesting approval for this off-label use. After receiving your provider's request, BCBSAZ will review the criteria and eligibility for benefits.

#### V. NEUROPSYCHOLOGICAL AND COGNITIVE TESTING

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Services are available for the evaluation of decreased mental function or developmental delay.

#### W. OUTPATIENT SERVICES

Your Cost Share: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. You pay an Access Fee for all bariatric surgeries, in addition to applicable deductible and Coinsurance. The Access Fee applies toward the professional charges for Bariatric Surgery. Your deductible, Coinsurance, and any Access Fee payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for the following Outpatient Services and include, but are not limited to, any services that would be covered if performed as an inpatient Service:

- Blood transfusions, whole blood, blood components, and blood derivatives
- Diagnostic testing, including laboratory and radiology services
- Dialvsis
- In-network benefits are available for covered cellular immunotherapies and gene therapies only when administered in a contracted Blue Distinction Center
- · Medications and the administration of medications in an outpatient setting
- Pre-operative testing
- Radiation therapy or chemotherapy, unless performed in conjunction with a noncovered transplant
- Surgery and other invasive procedures

#### X. PHARMACY BENEFIT

Information about this benefit: BCBSAZ works with a Pharmacy and Therapeutics (P&T) Committee to review new medications and certain devices and supplies, as well as new information about medications, devices, and supplies that are already on the market. The P&T Committee is comprised of licensed pharmacists and doctors from within the community. The P&T Committee takes into consideration safety, effectiveness, and current use in therapy information when making decisions regarding medication coverage. Call the Pharmacy Benefit Customer Service number on your ID card to request any of the following:

- A list of covered medications that require Precertification;
- A list of covered vaccines;
- A list of Specialty Medications;
- An exception to BCBSAZ prescription medication limitations;
- Information on the assigned Cost-share level of a covered medication;
- Information regarding Maintenance Medications; or
- Other information about this Pharmacy Benefit.

Your Cost Share: You pay in-network deductible for services from an in-network retail or mail order pharmacy. You pay out-of-network deductible and Coinsurance for services from an out-of-network retail pharmacy. Your deductible and Coinsurance payments count toward satisfaction of the applicable Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

You may obtain up to a 90-day supply of covered medications. Not all medications are available for more than a 30- or 60-day supply. If you are taking two or more prescription medications for a chronic condition, you may request early or short refills of eligible covered medications by contacting Pharmacy Benefit Customer Service at the number on your ID card and requesting enrollment in the BCBSAZ Medication Synchronization program. If you are enrolled in the BCBSAZ Medication Synchronization program, your Cost Share for eligible covered medications will be adjusted for any early or short refills of those medications.

If you believe you have paid more for a self-administered version of a Cancer Treatment Medication than for an injected or intravenously administered version of a Cancer Treatment Medication, please contact Pharmacy Benefit Customer Service at the number on your ID card.

If you purchase a brand-name medication when a generic equivalent is available, you will be responsible for the generic medication Cost Share plus the difference between the Allowed Amount for the generic and the brand-name medication, even if the prescribing Provider indicates on the prescription that the brand-name medication should be dispensed. If you have completed Step Therapy and are taking a brand-name medication with a generic equivalent as a result of the Step Therapy process, you pay the Cost Share applicable to the brand-name medication.

<u>Benefit-Specific Definitions</u>: "**Compounded Medications**" are medications that contain at least one FDA-approved component and are custom-mixed by a pharmacist.

"Designated Prescription Network Program" is a program that requires certain members taking certain medications to obtain prescriptions for those covered medications from one designated eligible Provider and to obtain all medications designated by BCBSAZ or the PBM from one network pharmacy or Provider.

"Generic Medications" are medications defined as generic by the national database system used by BCBSAZ to pay prescription claims.

"Maintenance Medications" are medications taken on an extended and continual basis for treatment of a chronic or ongoing health condition, and which are not subject to frequent dosage or other adjustments, all as determined by BCBSAZ or the PBM. BCBSAZ and/or the PBM may designate or use national databases to designate certain medications as Maintenance Medications.

"PBM" means the independent pharmacy benefit manager that contracts with BCBSAZ to administer the prescription medication benefits covered under this Benefit Plan.

"Step Therapy" is a program that requires members to take the generic version of certain medications before BCBSAZ and/or the PBM will consider coverage of the brand-name version of that medication. BCBSAZ and/or the PBM determines which medications are part of the Step Therapy program.

Benefit Description: Benefits are available for prescription medications that meet the following criteria:

- The medication is not excluded by a different provision in this plan;
- Except as otherwise required by applicable law, the medication must be approved by the FDA for the diagnosis for which the medication has been prescribed; and
- The medication must be dispensed by a pharmacy located in the U.S. and by a pharmacist licensed in the U.S., unless the medication is needed for an urgent or emergency medical situation while the Member is traveling outside the U.S. Claims for medications dispensed outside the U.S. will be subject to the U.S. dollar exchange rate on the date the claim is paid.

You may obtain most prescription medications from retail pharmacies or the in-network mail order pharmacy. Certain vaccines are covered when obtained from in-network retail pharmacies and administered by a certified, licensed pharmacist. Limited supplies and devices are also covered under this benefit, such as diabetic test strips, lancets, diabetic syringes/needles for insulin, certain insulin pumps and monitoring devices, and spacer devices for asthma medications. Compounded Medications must be obtained from pharmacies that have been credentialed by BCBSAZ (or BCBSAZ's vendor) to dispense Compounded Medications. Please call Pharmacy Benefit Customer Service at the number on your ID card for a list of pharmacies credentialed to dispense Compounded Medications.

Prescription medications are subject to BCBSAZ limitations, including but not limited to quantity, age, gender, dosage, and frequency of refills. BCBSAZ prescription medication limitations are subject to change at any time without prior notice. You can check the list of prescription medications subject to BCBSAZ prescription medication limitations at <a href="https://www.azblue.com">www.azblue.com</a> or by calling Pharmacy Benefit Customer Service at the number on your ID card.

Members or Providers can ask BCBSAZ to review coverage of a medication when the use of the medication exceeds or differs from BCBSAZ prescription medication limitations by contacting the Pharmacy Benefit Customer Service number on your ID card. There is no guarantee that a review will result in coverage of a medication or an increase in quantity. Certain medications are not Medically Necessary unless the Member participates in the Step Therapy program.

If you are currently obtaining a specialty medication from a Specialty Pharmacy and need to receive that medication from a retail pharmacy instead, please contact Pharmacy Benefit Customer Service at the number on your ID card. BCBSAZ will decide whether you are eligible to receive the specialty medication from a retail pharmacy instead of a Specialty Pharmacy.

Certain members, as determined by BCBSAZ or the PBM, will be required to participate in the Designated Prescription Network Program to obtain coverage of certain medications under this Benefit Plan. BCBSAZ or the PBM decide which network pharmacies or Provider are eligible to dispense designated medications to members in the Designated Prescription Network Program.

#### Benefit-Specific Exclusions:

- · Abortifacient medications
- Administration of a covered medication
- All over-the-counter contraceptive methods and devices
- Biologic serums
- Certain categories of injectable medications
- Compounded Medications obtained from a mail order pharmacy
- Designated medications prescribed by an ineligible Provider or dispensed by an unapproved pharmacy or Provider to members enrolled in the Designated Prescription Network Program
- Medical devices, except as stated in this Benefit Plan
- Medication delivery implants
- Medications designated as clinic packs
- Medications designed for weight gain or loss, including but not limited to Xenical<sup>®</sup> and Meridia<sup>®</sup>, regardless of the condition for which it is prescribed
- Medications, devices, equipment, and supplies lawfully obtainable without a prescription
- Medications dispensed to a Member who is an inpatient in any facility
- Medications for athletic performance
- Medications for lifestyle enhancement
- Medications for sexual dysfunction
- Medications for which the principal ingredient(s) are already available in greater and lesser strengths and/or combinations, as described in the BCBSAZ Medication Benefit exclusion policy, in addition to all other exclusions in this Benefit Book. See the "Other Forms and Resources"

section within the pharmacy information on <a href="www.azblue.com">www.azblue.com</a> for a list of these specific exclusion details

- Medications labeled "Caution Limited by Federal Law to Investigational Use" or words to that
  effect and any experimental medications as determined by BCBSAZ, except as stated in this plan
- Medications obtained from an out-of-network mail order pharmacy
- Medications packaged with one other or multiple other prescription products
- Medications packaged with over-the-counter medications, supplies, vitamins, or other excluded products
- Medications to improve or achieve fertility or treat infertility
- Medications used for any Cosmetic purpose
- Medications used to treat a condition not covered under this plan
- Medications which modify the dosage form (tablet, capsule, liquid, suspension, extended release, tamper resistant) of drugs already available in a common dosage form, as described in the BCBSAZ Medication Benefit exclusion policy, in addition to all other exclusions in this Benefit Book. See the "Other Forms and Resources" section within the pharmacy information on www.azblue.com for a list of these specific exclusion details.
- Medications with primary therapeutic ingredients that are sold over the counter in any form, strength, packaging, or name
- Prescription medications dispensed in unit-dose packaging, unless that is the only form in which the medication is available
- Prescription refills for medications that are lost, stolen, spilled, spoiled, or damaged
- Smoking cessation medications and devices of any kind
- Specialty Medications, as defined by BCBSAZ

## Y. PHYSICAL THERAPY (PT) – OCCUPATIONAL THERAPY (OT) – SPEECH THERAPY (ST)

Your Cost Share: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definitions</u>: "Occupational Therapy" is treatment of neuromusculoskeletal dysfunction (injuries or disorders of the musculoskeletal system, such as muscles, tendons, ligaments, nerves, discs, and blood vessels) using specific tasks or goal-directed activities to improve functional performance.

"Physical Therapy" is treatment of disease or injury using therapeutic exercise and other measures to improve posture, locomotion, strength, endurance, balance, coordination, range of motion, flexibility, and ability to perform activities of daily living, and to help reduce pain.

"Speech Therapy" is treatment of communication impairment and swallowing disorders.

<u>Benefit Description</u>: Benefits are available for PT, OT, and ST services related to a specific illness or injury.

#### Benefit-Specific Exclusions:

- Activity therapy and milieu therapy, including community immersion or integration, home independence, and work re-entry therapy, or any care intended to assist an individual in the activities of daily living or for comfort and convenience, except for limited hospice benefits
- Cognitive therapy
- Computer speech training and therapy programs and devices
- Custodial Care
- Massage therapy, except in limited circumstances as described in current Evidence-based Criteria Services rendered after a Member has met functional goals
- Services rendered when no objectively measurable improvement is reasonably anticipated
- Services to improve or maintain posture
- Services to prevent future injury
- Services to prevent regression to a lower level of function
- Strength training, cardiovascular endurance training, fitness programs, strengthening programs, and other services designed primarily to improve or increase strength

# Z. PHYSICIAN SERVICES

Your Cost Share: You pay applicable deductible. If you receive services from an out-of-network

Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

Benefit Description: Benefits are available for the following:

- Abortifacient medications, including oral medications as described in current Evidence-based Criteria
- FDA-approved diaphragms, cervical caps, and cervical shields
- FDA-approved emergency contraception
- FDA-approved implanted contraceptive devices
- FDA-approved patches, rings, and contraceptive injections
- Inpatient medical visits
- Medications and the administration of medications in an outpatient setting
- Office, home, or walk-in clinic visits (Urgent Care facilities are not walk-in clinics) for the diagnosis and treatment of a sickness or injury
- Professional Physician Services for FDA-approved sterilization procedures
- Professional Physician Services for fitting, implantation, and/or removal of FDA-approved contraceptive devices
- Second diagnostic surgical opinions
- Surgical procedures (including assistance at surgery). Only certain surgical assistants are Eligible Providers. Call Customer Service at the number on your ID card to verify that the surgical assistant chosen by your Physician is eligible and to determine whether the surgical assistant and anesthesiologist selected by your Physician are in-network Providers
- Other services required by federal or state law to be covered.

The following circumstances may impact Member Cost Share for Physician Services:

- If multiple surgical procedures are performed during a single operative session, the secondary
  procedures are usually reimbursed at reduced amounts. Noncontracted Providers may bill you for
  the full amount.
- Most diagnosis, management, and treatment of behavioral health conditions that are eligible for benefits, including medication management, are covered under your behavioral health benefit.
   Depending on how your Provider submits a claim and the scope of services provided, certain office visits may be covered under this benefit.
- You may receive services in a physician's office that incorporate services or supplies from a
  Provider other than your Physician. If the other Provider submits a separate claim for those
  services or supplies, you will pay the Cost Share for the other Provider, plus the Cost Share for
  your office visit. Examples of services or supplies from another Provider include DME from a
  medical supply company, an X-ray reading by a radiologist, or tissue sample analysis by a
  pathologist.

Benefit-Specific Exclusion: All over-the-counter contraceptive methods and devices.

#### AA. POST-MASTECTOMY SERVICES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available, to the extent required by applicable federal and state law, for breast reconstruction following a Medically Necessary mastectomy. Benefits include all stages of reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a symmetrical appearance, including postoperative implanted or external prostheses; and treatment of physical complications for all stages of the mastectomy, including lymphedema.

Notice of Rights Under the Women's Health and Cancer Rights Act of 1998 (WHCRA): If you have had or are going to have a mastectomy, you may be entitled to certain benefits under WHCRA. For individuals receiving mastectomy-related benefits, coverage, as described above under "Benefit Description," will be provided in a manner determined in consultation between the attending Physician and the Member being treated. These benefits are provided subject to the same deductibles and Coinsurance generally applicable to other medical and surgical benefits provided under this plan, as described above in "Your Cost Share" and in the SBC for this Benefit Plan. If you would like more information on WHCRA benefits, call Customer Service at the number on your ID card.

## BB. PREGNANCY, TERMINATION

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

Benefit Description: Benefits are available for abortions that meet the following requirements:

- The fetus is or will be non-viable, as defined by current Evidence-based Criteria; or
- The treating Provider certifies in writing the abortion is Medically Necessary because the pregnancy would endanger the life or health of the mother.

Benefits are also available for abortifacient medications, including some oral medications as described in current Evidence-based Criteria.

<u>Benefit-Specific Exclusion</u>: Non-spontaneous, medically-induced abortions (by surgical or non-surgical means), except as stated in this benefit.

#### CC. PREVENTIVE SERVICES

<u>Your Cost Share</u>: All Preventive Services, except for mammography, must be received from innetwork Providers or the services will not be covered.

All Preventive Services, except mammography: Deductible is waived.

Mammography: Deductible is waived. If you receive services from an out-of-network Provider, you pay out-of-network Coinsurance, which counts toward satisfaction of the applicable Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

Any otherwise covered tests, procedures, or services not listed in this section are subject to applicable deductible and Coinsurance, including but not limited to radiology and pathology, even if performed in the provider's office or provided in connection with a covered preventive Service.

<u>Benefit-Specific Definition</u>: "**Preventive Services**" are those services performed for screening purposes when you do not have active signs or symptoms of a condition. Preventive Services do not include diagnostic tests performed because the Member has a condition or an active symptom of a condition, which is determined by the procedure codes, diagnosis codes, or combination of procedure and diagnosis codes your Provider submits on the claim.

Benefit Description: Benefits are available for the following services, as appropriate for the member's age and gender and as recommended by your Provider. If a preventive Service has been denied due to your gender on file with BCBSAZ, and you are undergoing or have undergone gender transition, please contact Customer Service at the number on your ID card for assistance. BCBSAZ covers all gender-specific Preventive Services that are deemed Medically Necessary for a Member, as determined by the member's attending Provider, without regard to the member's gender identity, gender assigned at birth, or gender that is on file with BCBSAZ.

- Bone density testing for osteoporosis
- Mammogram
- Preventive physical examination, i.e. routine physical examination, including the following services when done for screening purposes only:
  - Lung function test (spirometry)
  - Vision and hearing screening (this may include newborn audiological evaluation in the hospital)
  - Fecal occult blood test
  - General health laboratory panel (bilirubin, calcium, carbon dioxide, chloride, creatinine, alkaline phosphatase, potassium, total protein, sodium, ALT, SGPT, AST, SGOT, BUN, TSH)
  - Thyroid function testing (TSH)
  - Complete blood count (CBC)
  - Lipid panel (cholesterol panel and triglycerides)
  - Fasting glucose (blood sugar)
  - Urinalysis

- Blood lead
- Sexually transmitted disease (STD) testing
- Prostate specific antigen (PSA)
- TB testing
- Routine gynecologic exam, including Pap test and other cervical cancer screening test
- Routine immunizations and immunizations for foreign travel, as determined by BCBSAZ
- Screening for abdominal aortic aneurysm for members ages 65 to 75 who have ever smoked
- Screening sigmoidoscopy and colonoscopy, including related anesthesia services and prescription prep kits

Services or tests listed under this benefit and provided to a Member with a specific diagnosis, signs, or symptoms of a condition or disease for which the test is being performed may be covered through another benefit section of this plan.

## Benefit-Specific Exclusions:

- Abortifacient medications
- All over-the-counter contraceptive methods and devices
- Any Service or test not specifically listed in this benefit description, such as chest X-rays, will not be covered when performed for preventive or screening purposes
- Services from an out-of-network Provider (except for mammography services)

#### DD. RECONSTRUCTIVE SURGERY AND SERVICES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit Description</u>: Benefits are available for Reconstructive Surgery, which is surgery performed to improve or restore the impaired function of a body part or organ resulting from one of the following:

- Congenital defects
- Illness and disease
- Injury and trauma
- Surgery
- Therapeutic intervention, or
- Other services required by federal or state law to be covered

<u>Benefit-Specific Exclusion</u>: Cosmetic surgery and any related complications, procedures, treatment, office visits, consultations, and other services for Cosmetic purposes. This exclusion does not apply to breast reconstruction following a Medically Necessary mastectomy, Medically Necessary breast implant removal, or surgery to correct a congenital defect. This exclusion does not apply to services required by federal or state law to be covered.

# EE. SKILLED NURSING FACILITY (SNF)

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

After 180 days of care, you pay all charges for SNF services for the remainder of the calendar year. However, for in-network claims submitted with a primary mental health and/or substance use disorder diagnosis, you continue to pay deductible and in-network Coinsurance after the first 180 days of services in a calendar year.

<u>Changing Types of Inpatient Care</u>: Some inpatient facilities provide different levels of care within the same facility (for example, acute inpatient, Inpatient Rehabilitation, and other inpatient care). If you move or transfer between different levels of inpatient care, even within the same facility, your Cost-share obligation will change to match your level of care. If you are moving to a level of care that requires Precertification, you will also need to obtain a new Precertification for the different level of care.

<u>Benefit-Specific Maximum</u>: Plan coverage is limited to 180 days of SNF services per Member, per calendar year. This limit does not apply to claims for SNF services submitted with a primary mental

health or substance use disorder diagnosis.

<u>Benefit Description</u>: Benefits are available for inpatient SNF services provided in a facility licensed to offer 24-hour skilled nursing services and that meets the following criteria:

- A Physician or registered nurse practitioner is present on the premises of the facility or on-call at all times;
- Room and board in a semi-private room or a standard private room (not deluxe) is covered if the
  hospital only has private rooms or if a private room is Medically Necessary;
- Services must be provided to patients who require 24-hour skilled care and have the ability to achieve treatment goals in a reasonable period of time;
- Skilled nursing services must be provided by and under the supervision of qualified and licensed professionals, such as an LPN or RN, and provided at a level of complexity and sophistication requiring assessment, observation, monitoring and/or teaching or training to achieve the medically desired outcome;
- The facility has 24/7 onsite RN coverage;
- The facility has sufficient professional staff to provide appropriate treatment;
- The facility's designated medical director is a Physician or registered nurse practitioner and provides direction for services provided at the facility; and
- The services meet the BCBSAZ Medical Necessity Criteria for inpatient level of care.

#### Benefit-Specific Exclusions:

- Activity therapy and milieu therapy, including community immersion or integration, home independence, and work re-entry therapy, or any care intended to assist an individual in the activities of daily living or for comfort and convenience
- Custodial Care
- Domiciliary Care
- Medications dispensed at the time of discharge from the facility
- Private duty nursing
- Respite Care
- Services rendered after a Member has met functional goals and no objectively measurable improvement is reasonably anticipated, as determined by BCBSAZ

#### FF. SPECIALTY MEDICATIONS

<u>Your Cost Share</u>: You pay in-network deductible, which counts toward satisfaction of the Out-of-pocket Maximum.

If a Member obtains a specialty medication from an eligible Provider other than a pharmacy contracted with BCBSAZ for the Specialty Medications benefit ("Specialty Pharmacy"), the medication may be covered under another benefit and subject to the cost-sharing provisions and Precertification requirements of that benefit, rather than the cost-sharing provisions and Precertification requirements applicable under this benefit.

If you are taking two or more prescription medications for a chronic condition, you may request early or short refills of eligible covered medications by contacting Pharmacy Benefit Customer Service at the number on your ID card and requesting enrollment in the BCBSAZ Medication Synchronization program. If you are enrolled in the BCBSAZ Medication Synchronization program, your Cost Share for eligible covered medications will be adjusted for any early or short refills of those medications.

<u>Benefit-Specific Definitions</u>: "**Specialty Medications**" are medications that treat chronic or complex conditions. BCBSAZ and/or the PBM determine which medications are Specialty Medications.

**"Specialty Pharmacy"** is a pharmacy contracted with BCBSAZ and/or the PBM to dispense Specialty Medications to members.

<u>Benefit Description</u>: Benefits are available for Specialty Medications obtained from a Specialty Pharmacy contracted with BCBSAZ. Coverage of Specialty Medications and limitations on these medications are determined by current Evidence-based Criteria and Pharmacy Coverage Guidelines and may change at any time without prior notice.

If you are currently obtaining a specialty medication from a Specialty Pharmacy and need to receive that medication from a retail pharmacy instead, please contact Pharmacy Benefit Customer Service at the number on your ID card. BCBSAZ will decide whether you are eligible to receive the specialty medication from a retail pharmacy instead of a Specialty Pharmacy.

#### Benefit-Specific Exclusions:

- All benefit-specific exclusions listed under "Pharmacy Benefit," except for the exclusion for Specialty Medications
- Medications obtained from a pharmacy not specifically contracted with BCBSAZ as a Specialty Pharmacy

#### GG. TELEHEALTH SERVICES

#### Your Cost Share:

*In-network:* No charge after deductible. Your deductible payments count toward satisfaction of the Out-of-pocket Maximum.

Out-of-network: Not covered.

<u>Benefit Description</u>: Remote medical and behavioral health consultations between a Provider and a patient are available through the TSA, including:

- Counseling with a psychologist or other licensed therapist
- Medical consultations with a Physician, physician's assistant, or nurse practitioner
- Psychiatry consultations with a psychiatrist

To obtain Telehealth Services, see the Customer Service section of this Benefit Book for information on how to contact the TSA. After you connect with a Provider, if he or she determines that your condition is not appropriate for Telehealth Services, the Provider will suggest that you seek in-person treatment.

#### **Benefit-Specific Exclusions:**

- Emergency Services
- Preventive Services
- Services covered under the "Telemedicine Services" benefit
- · Services not provided through the TSA

#### HH. TELEMEDICINE SERVICES

Your Cost Share: You pay Cost-share amounts applicable to the services provided via telemedicine. You will always pay in-network Cost Share for Emergency Services provided via telemedicine. Cost Share applies for the Service provided at your physical location and also for the Service rendered remotely by the telemedicine Provider. To illustrate: if you are in a PCP's office and receiving a consultation from a remote Specialist, you will pay the Cost Share applicable for a PCP office visit and the Cost Share applicable for a Specialist office visit or consultation. If you are at home and receiving a consultation from a remote Specialist, you would pay only the Cost Share for the Specialist because no other Provider is involved at your location.

<u>Benefit Description</u>: Benefits are available for Telemedicine Services delivered by an in-network Provider through interactive audio-video electronic media. Benefits are also available for emergency or urgent Telemedicine Services from out-of-network Providers.

# Benefit-Specific Exclusions:

- Non-emergency and non-urgent Telemedicine Services from an out-of-network Provider
- Services delivered through the sole use of an audio-only telephone, a video-only system, a facsimile machine, instant messages, or electronic mail
- Services provided through the "Telehealth Services" benefit

#### II. TRANSPLANT OR GENE THERAPY TRAVEL AND LODGING

<u>Your Cost Share</u>: You pay in-network deductible, which counts toward satisfaction of the Out-of-Pocket Maximum.

Benefit-Specific Definition: "Caregiver" is the individual primarily responsible for providing daily care, basic assistance and support to a Member or donor who is eligible for transport, lodging, and reimbursement. Caregivers may perform a wide variety of tasks to assist the Member or donor in his or her daily life, such as preparing meals, assisting with doctors' appointments, giving medications, or assisting with personal care and emotional needs.

<u>Benefit-Specific Maximum</u>: Maximum of \$10,000 per Member, per transplant or gene therapy treatment. Covered expenses incurred by a donor or Caregiver accumulate toward the member's \$10,000 maximum.

<u>Benefit Description</u>: Transplant travel and lodging expenses are eligible for reimbursement during evaluation, transplant, post-transplant care, and complications directly related to the transplant. Reimbursement is available for transplant or gene therapy travel and lodging expenses when all the following criteria are met:

- BCBSAZ has precertified the service or, if BCBSAZ did not precertify the service, the service met the requirements of this Benefit Plan:
- For transplant coverage, the Member or donor must be receiving Medically Necessary pre- and post-operative treatments, including without limitation, treatment of complications related to the covered transplant or routine follow-up care for a covered transplant or a transplant that occurred while the Member was covered by another insurance plan;
- The distance from the member's, donor's, or caregiver's residence must be more than 60 miles from the facility;
- The expenses are for any of the following:
  - Meals;
  - Mileage for travel in a personal vehicle (at the rate set by the Internal Revenue Service for medical purposes in effect at the time of travel); car rental charges; bus, train, or air fare;
  - Room charges from hotels, motels, and hostels, or apartment rental; and
  - Other expenses required by federal or state law to be covered; and
- The expenses are incurred by the Member, donor, or Caregiver.

# Benefit-Specific Exclusions:

- Alcoholic beverages; in-room movies; items from in-room mini-bars or refrigerators; laundry, cleaning or valet services; telephone or Internet service charges; spa services; gym facilities; or other hotel or motel amenities
- All travel and lodging expenses in excess of the benefit specific maximum stated above
- Ambulance transportation (ground or air)
- Caregiver salary, stipend, and compensation for services
- Cleaning fees
- Expenses for travel or lodging incurred in connection with services that do not qualify for coverage under this Benefit Plan
- Food preparation services
- Furniture or supplies for a rental apartment
- Home modifications
- Security deposits
- Travel and lodging expenses for members, donors, or Caregivers when the Member, donor, or Caregiver does not travel more than 60 miles for authorized transplant- or gene therapy-related services
- Vehicle maintenance or services (such as tires, brakes, oil change)

<u>Claims for Reimbursement</u>: To request reimbursement of eligible Travel and Lodging expenses, you must submit a Transplant Travel and Lodging claim form along with dated receipts to BCBSAZ. The address for claims submission is listed in the Customer Service section at the front of this book. To request a claim form, call the Customer Service number on your ID card.

# JJ. TRANSPLANTS – ORGAN – TISSUE – BONE MARROW TRANSPLANTS AND STEM CELL PROCEDURES

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum. If both a donor and a transplant recipient are covered by a BCBSAZ plan or a plan administered by BCBSAZ, the transplant recipient pays the Cost Share related to the transplant.

<u>Benefit-Specific Definition</u>: "**Bone Marrow Transplant**" is a medical or surgical procedure comprised of several stages, including:

- Administration of high-dose chemotherapy and high-dose radiotherapy as prescribed by the treating Physician;
- Harvesting of stem cells from the bone marrow or the blood of a third-party donor (allogeneic

- transplant) or the Member (autologous transplant) and all component parts of the procedure;
- Hospitalization and management of reasonably anticipated complications;
- · Infusion of the harvested stem cells; and
- Processing and storage of the stem cells after harvesting.

<u>Benefit Description</u>: The following Transplants are eligible for coverage if they meet current Evidence-based Criteria:

- Allogeneic and autologous bone marrow or stem cell
- Autologous islet cell transplant (AICT)
- Cornea
- Heart; heart-lung; kidney; kidney-liver; kidney-pancreas; liver; lung (lobar, single, and double lung); pancreas; small bowel; small bowel-multivisceral

Benefits are available for the following services in connection with or in preparation for a covered transplant:

- Air and ground transportation of a medical team to and from the site in the contiguous states of the United States to obtain tissue that is subsequently transplanted into a Member
- Bone marrow search and procurement of a suitable bone marrow donor when a Member is the recipient of a covered allogeneic transplant and in accordance with customary transplant center protocol as identified by that specific transplant center
- Chemotherapy or radiation therapy associated with transplant procedures
- Harvest and reinfusion of stem cells or bone marrow
- Inpatient and outpatient facility and professional services
- Medical expenses incurred by a donor when the recipient is covered by BCBSAZ. Covered donor
  expenses include complications and Medically Necessary follow-up care related to the donation
  for up to 6 months' post-transplant, as long as the recipient's BCBSAZ coverage remains in
  effect.
- Pre-transplant testing and services

#### Benefit-Specific Exclusions:

- Expenses related to a noncovered transplant
- Expenses related to donation of an organ to a recipient who is not covered by BCBSAZ
- Transplants that do not meet current Evidence-based Criteria

# KK. URGENT CARE

<u>Your Cost Share</u>: You pay applicable deductible. If you receive services from an out-of-network Provider, you also pay Coinsurance. Your deductible and Coinsurance payments count toward satisfaction of the Out-of-pocket Maximum. If you receive services from a noncontracted Provider, you also pay the Balance Bill, which does not count toward the Out-of-pocket Maximum.

<u>Benefit-Specific Definition</u>: "**Urgent Care**" means treatment for conditions that require prompt medical attention, but are not emergencies.

<u>Benefit Description</u>: Benefits are available for Urgent Care services. Providers contracted with the plan network as Urgent Care centers are listed on the BCBSAZ website at <u>www.azblue.com</u> under "Urgent Care Centers."

Please be aware that the BCBSAZ network includes some Providers, such as hospitals, that offer Urgent Care services, but are not specifically contracted with BCBSAZ as Urgent Care Providers. No matter what the circumstances, if you obtain Urgent Care services at a hospital or a hospital's on-site Urgent Care department, you will be responsible for the applicable emergency room Access Fee and deductible.

# LL. VISION EXAMS (ROUTINE)

Your Cost Share: You pay in-network deductible for a Routine Vision Exam by an in-network vision care Provider. Your deductible payment counts toward satisfaction of the Out-of-pocket Maximum. If you receive a Routine Vision Exam from an out-of-network vision care Provider, you will pay the provider's Billed Charges, which will not count toward the Out-of-pocket Maximum. BCBSAZ will reimburse you up to the amount listed on your SBC for an out-of-network Routine Vision Exam. If a medical condition is identified during your Routine Vision Exam, you will be responsible for the applicable Cost Share, as described in the "Physician Services" section of this book.

<u>Benefit-Specific Definition</u>: A "**Routine Vision Exam**" is an exam generally performed to determine the need for corrective lenses.

<u>Benefit Description</u>: Benefits are available for 1 Routine Vision Exam per Member, per calendar year. Routine Vision Exam services do not have to meet the medical necessity requirement.

# Benefit-Specific Exclusions:

- Eyeglasses, contact lenses, and other eyewear services
- Medical eye exams (such exams may be covered through another benefit of this plan)

## WHAT IS NOT COVERED

#### **Waivered Conditions**

If you signed a waiver that excludes coverage of a particular condition, there is no coverage for that condition or any related complications, as described on the waiver form. You may request in writing to have the waiver removed at any time, however, you must provide Medical Records and documentation to support your request. BCBSAZ will decide whether to remove the waiver.

Notwithstanding any other provision in this plan, no benefits will be paid for expenses associated with the following services. These exclusions do not apply to services that must be covered according to federal or state law:

**Abortions** – Non-spontaneous, medically-induced abortions (by surgical or non-surgical means), except as stated in this plan

**Activity Therapy** – Activity therapy and milieu therapy, including community immersion, integration, home independence, and work re-entry therapy; and any care intended to assist an individual in the activities of daily living; and any care for comfort and convenience, except for limited hospice benefits

# **Acupuncture**

**Alternative Medicine** – Non-traditional and alternative medical therapies; interventions; services and procedures not commonly accepted as part of allopathic or osteopathic curriculum and practices; naturopathic and homeopathic medicine; diet therapies; aromatherapy

Benefit-specific exclusions and limitations listed in this book under particular benefits

#### **Biofeedback and Hypnotherapy**

**Body Art, Piercing, and Tattooing** – Services related to body piercing, Cosmetic implants, body art, tattooing and any related complications.

**Certain Types of Facility Charges** – Inpatient and outpatient facility charges for treatment provided by the following facilities are not covered: group homes, wilderness programs, boarding schools, halfway houses, assisted living centers, shelters or foster homes.

#### Charges associated with the preparation, copying or production of health records

**Cognitive and Vocational Therapy** – Services related to improving cognitive functioning (i.e., higher brain functions), reinforcing or re-establishing previously learned thought processes, compensatory training, sensory integrative activities and services related to employability

**Complications of Noncovered Services** – Complications and consequences, whether immediate or delayed, arising from any condition or Service not covered under this plan.

#### Computer Speech Training, Therapy Programs, and Devices

Cosmetic Services and any Related Complications – Surgery and any related complications, procedures, treatment, office visits, consultations, and other services for Cosmetic purposes. This exclusion does not apply to breast reconstruction following a Medically Necessary mastectomy, Medically Necessary breast implant removal, or surgery to correct a congenital defect.

# **Cosmetics and Health and Beauty Aids**

**Counseling** – Counseling and behavioral modification services, except as stated in this plan

**Court-ordered Services** – Court-ordered testing, treatment and therapy, unless such services are otherwise covered under this plan as determined by BCBSAZ

#### **Custodial Care**

**Dental** – Except as stated in this plan, dental and orthodontic services; placement or replacement of crowns, bridges or implants; any fixed dental reconstruction of the teeth; orthodontics; extractions of teeth; dentures;

vestibuloplasty and surgical orthodontics; and any procedures associated with the services listed in this exclusion, including but not limited to procedures associated with dental implants and fitting of dentures

**Dietary and Nutritional Supplements** – All dietary, caloric and nutritional supplements, such as specialized formulas for infants, children or adults or other special foods or diets, even if prescribed, except as stated in this plan

#### **Domiciliary Care**

#### Expenses for services that exceed benefit limitations

Experimental or Investigational Services, except as stated in this plan

**Fees** – a) for concierge medicine services; b) other than for Medically Necessary, in-person, direct Member services, except as stated in this plan; or c) for direct primary care

**Fertility and Infertility Services** – Services to improve or achieve fertility (ability to conceive) or to diagnose and treat infertility (inability to conceive)

**Flat Feet** – Services for treatment of flat feet, weak feet and fallen arches. This exclusion does not apply to arch supports when Medically Necessary for diabetes, neurological involvement, or peripheral vascular disease of the foot or lower leg

**Foot Care** – Services for foot care, including trimming of nails or treatment of corns and calluses. This exclusion does not apply when Medically Necessary for diabetes, neurological involvement, or peripheral vascular disease of the foot or lower leg

Free Services – Services you receive at no charge or for which you have no legal obligation to pay

**Genetic and Chromosomal Testing and Screening** – Genetic and chromosomal testing of an individual who is asymptomatic, unaffected or not displaying signs or symptoms of a disorder for which the test or screening is performed, except as stated in this plan

**Government Services** – Services provided at no charge to the Member through a governmental program or facility

**Growth Hormone** – Growth hormone, except as specified in current Evidence-based Criteria. Growth hormone to treat Idiopathic Short Stature (ISS) is expressly excluded.

Habilitation Services, except for certain limited services to treat autism spectrum disorder

**Hearing Aids and Associated Services** – Hearing aids, including external, semi-implantable middle ear and implantable bone conduction hearing aids, and any associated services. Hearing screenings are covered as part of a preventive physical exam.

## **Inpatient or Outpatient Long-Term Care**

Lifestyle education and work-related education and training, and management services

Lodging and Meals - Lodging and meals, except as stated in this plan

**Maintenance Services** – Services rendered after a Member has met functional goals; services rendered when no objectively measurable improvement is reasonably anticipated, services to prevent regression to a lower level of function, services to prevent future injury and services to improve or maintain posture

#### Manipulation of the Spine Under Anesthesia

**Marijuana** – Medical marijuana, marijuana and any costs or fees associated with obtaining medical marijuana, such as obtaining an initial or renewal registry identification card, even when prescribed and obtained in compliance with state law(s).

**Massage Therapy** – Massage therapy, except in limited circumstances as described in current Evidence-based Criteria

Maternity – All Maternity services, except as stated in this plan

Medical equipment, supplies, and medications sold on or through unregulated distribution channels as determined by BCBSAZ, including online sources such as eBay, Craig's List, or Amazon.com; or at garage sales, swap meets, and flea markets

#### **Medications** that are:

- Not FDA approved
- Not required by the FDA to be obtained with a prescription, except as stated in this plan
- Not used in accordance with current Evidence-based Criteria or Pharmacy Coverage Guidelines
- Off-label, unlabeled, and orphan medications, except as stated in this plan
- Used to treat a condition not covered by BCBSAZ

**Medications Dispensed in Certain Settings** – Prescription medications given to the Member, for the member's future use, by any person or entity that is not a licensed pharmacy, Home Health agency, specialty pharmacy, or hospital emergency room

#### Neurofeedback

**Non-medically Necessary Services** – Services that are not Medically Necessary as determined by BCBSAZ or BCBSAZ's contracted vendor. BCBSAZ and/or the contracted vendor may not be able to determine medical necessity until after services are rendered

**Over-the-counter Items** – Medications, devices, equipment and supplies that are lawfully obtainable without a prescription, except as stated in this plan

**Personal Comfort Services** – Services intended primarily for assistance in daily living, socialization, personal comfort and convenience, homemaker services, and services primarily for rest, domiciliary, or convalescent care, costs for television, telephone, newborn infant photographs, meals other than meals provided to a Member by an inpatient facility while the Member is a patient in the inpatient facility, birth announcements, and other services and items for other non-medical reasons

# **Private Duty Nursing**

**Reproductive Services –** Procedures, treatment, office visits, consultations and other services related to the genetic selection and/or preparation of embryos and implantation services, including but not limited to pre-implantation genetic diagnosis and in vitro fertilization and related services

**Reversal of Surgical Procedures**, except as stated in current Evidence-based Criteria and other criteria as determined by BCBSAZ

**Screening Tests** – Any testing performed on an individual who does not have a specific diagnosis or acute signs or symptoms of a condition or disease for which the test is being performed, regardless of whether the individual has a family history or other risk factors for the disease or condition, except as stated in this plan

#### **Sensory Integration and Music Therapy**

Service Animals and related costs, including but not limited to food, training, and veterinary costs

Services for Children of a Dependent, unless the child is also eligible as a dependent.

Services for Conditions Medicare Identifies as Hospital-Acquired Conditions (HACs), and/or National Quality Forum (NQF) "Never Events"

**Services for Idiopathic Environmental Intolerance** – Services associated with environmental intolerance from unknown causes (idiopathic), multiple chemical sensitivity, the diagnosis or treatment of environmental illness (clinical ecology), such as chemical sensitivity or toxicity from exposure to atmospheric or environmental contaminants, pesticides or herbicides

Services for Weight Loss and Gain, except as stated in this plan

#### **Services from Ineligible Providers**

Services Paid for by Other Organizations, or Those Required by Law to be Paid for by Other Organizations – Other organizations include but are not limited to the government, a school, and/or biotechnical, pharmaceutical, medical, or dental device industry organizations.

**Services Prior to Member's Coverage Effective Date** 

Services Provided after the Member's Coverage Termination Date, except as stated in this plan

Services Related to or Associated with Noncovered Services

**Services Without a Prescription** – Services and supplies that are required by this plan to have a prescription and are not prescribed by a Physician or other Provider licensed to prescribe

**Sexual Dysfunction** – Services for sexual dysfunction, regardless of the cause, and all medications for the treatment of sexual dysfunction

**Smoking Cessation** – Smoking cessation programs, medications, aids and devices, except as stated in this plan

## Spinal Decompression or Vertebral Axial Decompression Therapy

**Strength Training** – Services primarily designed to improve or increase fitness, strength or athletic performance, including strength training, cardiovascular endurance training, fitness programs, and strengthening programs, except as stated in this plan

**Telephonic and Electronic Consultations** – Telephonic and electronic consultations, except as stated in this plan

Therapy Services, except as stated in this plan

**Training and Education** – Training and education, except as stated in this plan

**Transportation** – Transport services and travel expenses, except as stated in this plan

**Vision** – Vision therapy; all types of refractive keratoplasties; any other procedures, treatments, and devices for refractive correction; eyeglasses, contact lenses and other eyewear; vision examinations for fitting of eyeglasses and contact lenses, except as stated in this plan

**Vitamins** – All vitamins, minerals, and trace elements that are lawfully obtainable without a prescription, except as stated in this plan

Wigs and Hairpieces, except as stated in this plan

**Workers' Compensation** – Services to treat illnesses and injuries, which are (1) covered by workers' compensation; and (2) expressly identified as workers' compensation claims when submitted to BCBSAZ. This exclusion does not apply if the Member has made a statutory opt-out election and/or is exempt from workers' compensation coverage.

## **CLAIMS INFORMATION**

## **Filing Claims**

In most cases, in-network Providers will file claims for you. Noncontracted Providers may file your claims for you but have no obligation to do so. Make sure you or your Providers file all your claims so BCBSAZ can track your covered expenses and properly apply them toward applicable deductibles, Coinsurance, out-of-pocket maximums, and Benefit Maximums.

If you choose to pay a Provider on a direct pay basis and submit a receipt to BCBSAZ, BCBSAZ will credit your deductibles and out-of-pocket maximums as required by applicable law. You must submit a receipt that includes the amount paid, the procedure and diagnosis codes for the services rendered, and a notation indicating direct payment. If you choose to pay a contracted Provider for a covered Service on a direct pay basis, the Provider will not submit the claim to BCBSAZ for processing under this Benefit Plan.

# **Time Limit for Claim Filing**

A complete claim, as described below, must be filed within 1 year from the date of Service. Any claim not filed with all required content within the 1-year period is an untimely claim. BCBSAZ will deny untimely claims from contracted Providers based on the terms of the provider's contract. BCBSAZ will deny untimely claims from members except for the following situations:

- Medicare or another carrier was the primary payer on a claim where BCBSAZ was secondary payer, and the delay was caused by the need to coordinate benefits with the primary payer.
- The Member can show good cause for delay. BCBSAZ determines good cause in its sole discretion. Examples of good cause:
  - BCBSAZ gave the Member wrong information about the filing date;
  - The Member had an extended illness that prevented the Member from filing the claim; or
  - Other similar situations outside the member's reasonable control.

# **Complete Claims**

Claim forms are available from BCBSAZ. Go to the "Forms" section of the "Member" area of <a href="https://www.azblue.com">www.azblue.com</a>, or call Customer Service at the number on your ID card. BCBSAZ may reject claims filed without complete information needed for processing. If BCBSAZ rejects a submitted claim due to lack of information, BCBSAZ will notify you or the Provider who submitted the claim. Lack of complete information may also delay processing. A complete claim includes, at a minimum, the following information:

- Billed Charges
- Date of Service(s)
- Diagnosis code
- Group number
- Member ID number
- Member name
- Name of Provider
- Patient name
- Patient's birth date
- Procedure code
- Provider ID number
- Signature of Provider who rendered services

#### Medical Records and Other Information Needed to Process a Claim

Even when the claim has all information listed above, BCBSAZ may need to request Medical Records or coordination of benefits information to make a coverage determination. If BCBSAZ has requested Medical Records or other information from a third party, claim processing will be suspended while the request is pending. BCBSAZ may deny a claim for lack of timely receipt of requested records.

## **Explanation of Benefits (EOB) Form and Monthly Statement**

After your claim is processed, BCBSAZ and/or any contracted vendors that process claims will send you an EOB. Most EOBs are consolidated and sent to you in the form of a monthly Member Health statement rather than as single EOBs. Your BCBSAZ EOBs also will be available through the Member portal on <a href="https://www.azblue.com">www.azblue.com</a>. An EOB shows services billed, whether the services are covered or not covered, the Allowed Amount, and the application of cost-sharing amounts. Carefully review your EOB for any discrepancies or inconsistencies with the amounts your Provider actually collects from you or bills to you. If

you paid more Cost Share than required for a covered Service, BCBSAZ may refund that amount to a network Provider, and the Provider will be responsible for refunding you. Your EOB will show any refund for Cost-share overpayments. BCBSAZ and/or any contracted vendors will also send your in-network Provider the information that appears on your EOB. This information is not sent to out-of-network Providers. Out-of-network Providers do not receive any written information on how much was paid on a claim or the reasons for how the claim processed. Save the EOB for your personal records. BCBSAZ or any contracted vendor may charge a fee for duplication of claims records.

#### **Notice of Determination**

If your request for Precertification is denied, or your claim is denied in whole or in part, you will receive a notice of adverse benefit determination. In most cases, your EOB or Monthly Statement will serve as the notice and will:

- State the specific reason(s) for the adverse benefit decision (e.g., not covered because the Provider is ineligible or because services are not covered under this Benefit Plan),
- Reference the specific plan provision on which the determination is based,
- Describe additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary,
- Describe applicable grievance/appeal procedures,
- Disclose any internal rule, guideline or protocol relied on in making the adverse determination (or state that such information is available free of charge upon request),
- If the denial is based on medical necessity or experimental treatment or similar limit, explain the scientific or clinical judgment for the determination (or state the information will be provided free of charge upon request).

#### Adjustments to Out-of-Pocket Costs and Impact on Health Savings Accounts

Sometimes members may have adjustments in their actual incurred expenses for services—adjustments of which BCBSAZ is unaware. (For example, a Provider may choose to discount all patients' Cost Share by 2% if the patient pays cash on the day of Service. Or, a Member may have a discount coupon for the member's share of the cost of a drug.) If your out-of-pocket costs are reduced after your Provider submits a claim, you must tell BCBSAZ about the reduction so BCBSAZ can properly credit amounts to your deductible and Out-of-pocket Maximum. If you do not tell us about these adjustments, it could result in inaccurate accumulations and jeopardize your status as an individual eligible for a health savings account.

#### Pharmacy Prescriptions; Submission of Claims by Members

When you submit a prescription to a retail, mail order, or specialty pharmacy, it is possible that the pharmacy could tell you that you are not eligible for coverage, that your medication is not covered, or that you have to pay more for the medication than you think you should pay. If this happens, you can:

- Call the Pharmacy Benefit Customer Service number on your ID card for assistance, or
- Pay the pharmacy for the medication, and then submit a claim to BCBSAZ for reimbursement.

If you submit a claim to BCBSAZ, BCBSAZ will review your request to determine if you should be reimbursed for some or all of the money you paid to the pharmacy and will send you an EOB. If BCBSAZ denies your claim, you will receive a document describing your appeal rights along with the EOB. Submitting a prescription to a pharmacy is not considered to be a claim and will not result in an EOB.

Coupons, patient assistance programs, and other discount programs are occasionally utilized by members, Providers, and pharmacies to reduce out-of-pocket Member costs associated with prescription medications. When coupons, patient assistance programs, or other discount programs are utilized to obtain a covered medication under your BCBSAZ "Pharmacy Benefit," any cost sharing amounts paid by another person on behalf of the Member for a covered medication will be applied to the member's deductible and Out-of-pocket Maximum if the medication is:

- A covered medication without a generic equivalent, or
- A covered medication with a generic equivalent and Member has obtained access to the covered medication drug through:
  - ♦ BCBSAZ appeal process
  - Precertification
  - Step Therapy

Utilizing coupons or other discount programs to obtain covered medications may disqualify the federal tax-preferred status of your Health Savings Account (HSA). We recommend you consult an

attorney or tax advisor if you plan to use coupons or discount programs for prescription medications.

#### **Time Period for Claim Decisions**

<u>Post-Service Claims</u>: Within 30 days of receiving your claim for a Service that was already rendered, BCBSAZ will send you an EOB adjudicating the claim, or a notice that BCBSAZ has requested records needed to make a decision on your claim.

If BCBSAZ does not receive the requested records within 20 days, BCBSAZ will deny the claim for lack of information needed to apply benefits. If you or the Provider later supply the requested records, BCBSAZ will reopen the claim. Generally, you or your Provider need to send us the records and request reopening of the claim within 1 year from the date of the denial decision. You have 2 years from the date of denial decision to appeal.

<u>Pre-Service Claims</u>: When you request coverage for a Service that has not yet been rendered (Precertification), BCBSAZ will make a Precertification decision within a reasonable time period considering the medical circumstances, but not later than 10 business days from receipt of the Precertification request.

If BCBSAZ requires Medical Records to make a Precertification decision, BCBSAZ will promptly advise your Provider of the needed records, but may not extend the 10-day time period for the decision. If BCBSAZ denies the request for lack of needed records, your Provider may resubmit the request and records at a later date. BCBSAZ will treat it as a new request for Precertification. You may also appeal any denial.

#### **Concurrent Care Decisions**

BCBSAZ may require that your Provider submit a plan of care. Based on that plan, BCBSAZ may precertify a certain number of visits or services over a certain period of time. You may request Precertification for additional periods of care. If your request involves urgent care and is made at least 24 hours prior to the expiration of the existing plan of care, BCBSAZ will make a determination as soon as possible in accordance with medical exigencies but no later than 24 hours after receipt of the request. If your request is not made at least 24 hours prior to the expiration of the existing plan of care, BCBSAZ will make a determination as soon as possible in accordance with medical exigencies but no later than 72 hours after receipt of the request. If Precertification is denied, you may appeal the denial in the same way you appeal any other coverage denial.

#### **Urgent Claims**

When your Provider submits an urgent Precertification request, a determination will be made as soon as possible, but no later than 72 hours after receipt of the request. Federal law defines an "urgent" medical situation as the following:

- One in which application of the "non-urgent" time periods could seriously jeopardize the member's life, health or ability to regain maximum function, or
- One which, in the opinion of a Physician with knowledge of the member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

## **PLAN ADMINISTRATION**

# **Changes to Your Information**

If you do not tell us about changes, correspondence from BCBSAZ may not reach you in a timely manner. Also, you may have to reimburse BCBSAZ for claims payments we make on behalf of you or your Dependents, if you or your Dependents became ineligible but incurred claims before you gave us notice. You may also have to pay costs incurred by BCBSAZ for collection of claims payments made after you or your Dependents became ineligible.

While you are covered with BCBSAZ, tell us right away about any changes in the following:

- A disabled dependent age 30 or older who is no longer disabled
- Eligibility of you or your Dependents for Arizona Health Care Cost Containment System (AHCCCS)
  coverage during the term of this Contract or other Medicaid coverage during the term of this contract
- Eligibility of you or your Dependents for Basic Health Plan (BHP) coverage during the term of this contract
- Eligibility of you or your Dependents for individual coverage purchased through a federal or state Exchange
- Eligibility of you or your Dependents for Medicare during the term of this Contract
- Eligibility of you or your Dependents for the Children's Health Insurance Program (CHIP) coverage during the term of this contract
- Individuals being added to the Benefit Plan: spouse, newborns, adopted children, children placed for adoption, stepchildren
- Individuals removed from the Benefit Plan due to divorce or death
- Other medical coverage that you or your Dependents add or lose, including any changes in benefits
- Your mailing address or phone number

# **Changing Your BCBSAZ Plan**

To determine your options for Changing Your BCBSAZ Plan without losing grandfathered status, check the MyBlue Member area on <a href="https://www.azblue.com">www.azblue.com</a> or contact Customer Service at the number on your ID card. If you change to a plan not included in the grandfathered options or cancel your BCBSAZ plan, you will no longer be in a plan with "grandfathered status," and you will not be able to reinstate the grandfathered plan. For more information, see "Grandfathered Status of Plan" under "Understanding the Basics."

#### **Child-Only Coverage**

The parent or other legal guardian has contracted on behalf of the child for the benefits described in this plan. The parent or guardian is responsible for the child's compliance with all terms and conditions outlined in this plan. This includes Premium Payments, Precertification, cost sharing, consent requirements necessary to provide plan benefits, and any other requirements of this plan.

New child-only policies will be issued only in the following circumstances:

- A Contract Holder terminates his or her coverage under this Benefit Plan and the contract holder's child or children were covered as Dependents under the contract holder's policy; or
- The parent or legal guardian of a child or children who are covered under a Child-Only policy requests
  coverage for an additional child or children. The child or children must pass BCBSAZ's medical
  underwriting guidelines applicable to this Benefit Plan at the time of application to add the additional child
  or children.

#### **Dependents**

# Eligible Dependents

The persons listed below are Dependents who can be covered under this Benefit Plan:

- The contract holder's spouse under a legally-valid, existing marriage.
- The contract holder's children or the children of the contract holder's spouse, if under age 30, including:
  - Children placed for adoption
  - Children under legal guardianship substantiated by a court order and living with the Contract Holder
  - Children who are entitled to coverage under a medical support order
  - Disabled dependent children meeting the criteria set forth in this Benefit Book
  - ♦ Legally-adopted children
  - Natural children
  - Stepchildren

In most cases, the individual will need to satisfy medical underwriting before being added. Children of your Dependents cannot be added as a dependent on your plan unless you are the legal guardian of your dependent's child.

## **Disabled Dependent Child**

A child who has reached age 30 may continue coverage as a dependent under this plan if the child is otherwise eligible for the plan and meets all of the following criteria:

- Has been covered under this plan up to the day he or she is no longer eligible for coverage based on the age limit(s) specified in this plan;
- Is totally disabled due to a continuous physical or mental/behavioral impairment or condition, as defined in current Evidence-based Criteria, on the date the dependent reaches age 30; and
- Is dependent on the Contract Holder for maintenance and support, as determined by BCBSAZ criteria.

Medical reports, acceptable to BCBSAZ, must substantiate the incapacity and must be submitted by the Contract Holder within 31 days of the date such dependent child reaches age 30. The child's eligibility to continue this coverage as a dependent under this plan is subject to periodic review by BCBSAZ.

BCBSAZ determines total disability in its sole and absolute discretion and will provide a copy of the Evidence-based Criteria used to make this decision upon request. A Contract Holder has an affirmative obligation to inform BCBSAZ if the child's disability ceases. Cessation of the child's disability or dependency will terminate the child's coverage as a dependent under this plan.

# Adding Dependents

Spouse – To add a spouse to your coverage, call BCBSAZ and request an application. The spouse must complete the application and pass BCBSAZ's medical underwriting guidelines.

Children – A child is automatically eligible for coverage for the first 31 days beginning on the date of birth, adoption, or placement for adoption ("qualifying date"), if the parent or guardian covered under this plan remains eligible for coverage during that period and the child is otherwise an eligible dependent under this plan. The Contract Holder must notify BCBSAZ in writing of the birth, adoption, or placement for adoption so that BCBSAZ can add the child to the policy. If the Contract Holder does not notify BCBSAZ in writing, BCBSAZ will be unaware of the birth, adoption, or placement for adoption and will be unable to add the child to the policy.

If BCBSAZ receives written notice within 45 days after the birth, adoption, or placement for adoption, BCBSAZ will automatically add the child to the policy for the 31-day period. BCBSAZ will continue coverage for the child after the 31-day period and you will be responsible for any additional Premium, unless you notify BCBSAZ in writing to remove the child from the plan. The additional Premium is prorated from the qualifying date. Even if no additional Premium is required (for example, you already have family coverage), you must notify BCBSAZ in writing if you wish to remove the child from the plan.

If BCBSAZ does not receive written notice within 45 days after the birth, adoption, or placement for adoption, the child will still be eligible for coverage for the first 31 days following birth, adoption, or placement for adoption. However, the child will have to complete an application and the underwriting process applicable to this product. The child will have a gap in coverage between the end of the initial 31-day period and completion of the underwriting process and issuance of an effective date in accordance with that underwriting process. You will be responsible for any additional applicable Premium.

To add an eligible dependent child who is not a newborn child, an adopted child, or a child placed for adoption (as described above), call BCBSAZ and request an application. The Contract Holder must complete the application, and the child must qualify for coverage under BCBSAZ's medical underwriting guidelines.

# **Effective Date of Coverage**

Effective date for Contract Holder and Dependents:

- BCBSAZ must approve you for coverage before your coverage will take effect. Your coverage will take effect on the earliest available effective date, as determined by BCBSAZ.
- Eligible Dependents will have the same effective date as the Contract Holder when the dependent is included on the contract holder's application and approved for coverage at the time the plan is issued to the Contract Holder.
- If a dependent is accepted for coverage and added to the plan after the contract holder's effective date, the dependent's effective date will be one of the following:

- The date BCBSAZ assigns after approving the dependent for coverage, or
- The date of birth, adoption, or placement for adoption.

# **Court Orders for Health Insurance Coverage**

Coverage may be available to a contract holder's child in accordance with any court order or administrative order issued by a court of competent jurisdiction to provide health benefits coverage to a child of the Contract Holder if the child qualifies for coverage under BCBSAZ's medical underwriting guidelines and meets other eligibility requirements. The order must clearly specify the name of the Contract Holder, the name and birth date of each child covered by the order, and the time period to which the order applies. The court's order applies to the Contract Holder. It does not bind BCBSAZ or mean that BCBSAZ has to accept the child for coverage.

To obtain coverage for the child, the Contract Holder must submit an application, and the children may have to meet BCBSAZ's medical underwriting guidelines. If BCBSAZ accepts the child for coverage, coverage will not be effective until the date assigned by BCBSAZ, and the Contract Holder is required to pay any additional required Premium. If the effective date coincides with a retroactive court order date, we will prorate the Premium from the first day of the time period specified in the order.

# **Benefit-Specific Eligibility for Nonmembers**

Under the following limited circumstances, a nonmember may be eligible to receive benefits under this plan:

- If a transplant recipient is covered by BCBSAZ and the donor is not a Member, the donor may be eligible for limited benefits (see benefit descriptions for "Transplants Organ Tissue Bone Marrow Transplants and Stem Cell Procedures" and "Transplant or Gene Therapy Travel and Lodging").
- If a nonmember is pregnant with a baby that is to be adopted by a BCBSAZ Member, the nonmember may be eligible for benefits for "Complications of Pregnancy" under the following circumstances:
  - The child is adopted by a BCBSAZ Member within 1 year of birth;
  - The Member is legally obligated to pay the costs of birth; and
  - ◆ The Member notified BCBSAZ that a court has certified the Member as acceptable to adopt within 60 days of the court order or the effective date of this plan, whichever occurs later.

This benefit is considered secondary to any other coverage available to the birth mother. Benefits for Complications of Pregnancy are not available for surrogate birth mothers who are not members if the above requirements for legal adoption of the child are not met.

# **Non-Duplication of Benefits**

If you have other coverage in addition to this plan, you may be ineligible to open or contribute to an HSA. Please consult your tax or legal advisor for additional information. Generally, members who are entitled to benefits under Medicare are ineligible to contribute to an HSA, even if they are covered under this qualified high-deductible health plan.

## **Medicare**

- The combined total payment by Medicare and BCBSAZ will never exceed the amount a Provider is permitted to bill the Member under applicable Medicare law.
- This plan will not duplicate benefits for Covered Services that are paid by Medicare as primary payer. When a Member is enrolled in Medicare Part A or Part B, the benefits available under this plan are coordinated with Medicare as primary payer. Medicare must process the claim first. If Medicare Part A or Part B is the primary payer and denies coverage for a Service that is covered under this plan, BCBSAZ will process the claim as if it were the primary payer, subject to all of the terms of this plan.
- We do not coordinate benefits with Medicare Part D.

#### **BCBSAZ Benefits**

## Secondary Coverage Under a BCBSAZ Group Plan

If a Member has coverage under this plan and also under a BCBSAZ group Benefit Plan, this plan is primary. This plan pays benefits first. Payment of the claim is subject to all applicable deductibles, Coinsurance, and copays. Any combined benefit payments will not exceed 100 percent of the Allowed Amount under the plan offering the higher level of benefits.

#### Coverage Under Another BCBSAZ Individual Plan

- If a Member has coverage under this plan and also under one or more additional BCBSAZ individual plans, the order of benefits is:
  - If the Member is covered as a Contract Holder under one plan and as a dependent under another, the Contract Holder coverage pays first. If a child is covered under a child-only plan, the Child-only Coverage pays first.
  - If a child is enrolled as a dependent under more than one individual BCBSAZ plan and the parents are married, living together or share custody of the child, then the plan of the parent whose birthday occurs earlier in the calendar year covers the child first. If both parents have the same birthday, the benefits of the plan that has covered a parent longer covers the dependent child first.
- If the dependent child's parents are legally separated or divorced and do not share custody, the following applies when the parents or stepparents are covered under a BCBSAZ individual plan:
  - Regardless of which parent has custody, if a court decree specifies which parent is financially responsible for the child's health insurance expenses that parent's coverage pays first.
  - If there is no court decree establishing responsibility for the child's health insurance expenses, the custodial parent's coverage pays first. If the custodial parent has remarried, the stepparent's coverage pays second. The noncustodial parent's coverage pays next and a noncustodial stepparent's coverage pays last.
- When none of the above applies, the coverage in force for the longest, continuous period of time pays first.

BCBSAZ does not coordinate benefits for Covered Services provided by a retail or mail order pharmacy.

Coverage Under Non-BCBSAZ Plans (including other BCBS Plans)

BCBSAZ does not coordinate coverage with non-BCBSAZ plans.

#### **Premium**

For individual coverage (an adult Contract Holder) and family coverage (an adult Contract Holder and spouse and/or child(ren) on one plan), premiums are determined by one or more of the following:

- The contract holder's age and sex
- The contract holder's county of residence
- The contract holder's spouse's age and sex
- The deductible amount you select
- The number of dependent children covered under the plan

Your Premium will automatically change upon your annual renewal. Premium rates in effect upon your renewal will be based on the age class of the Contract Holder and any spouse on the Contract. Age classes are available upon request from BCBSAZ. See your ID card for information on contacting BCBSAZ. Your Premium may also change when the Contract Holder changes his or her county of residence, adds or deletes a dependent, or changes deductible levels or products. The Premium may also change when you change your residence or the child's deductible levels or when a child is added or deleted from the policy. BCBSAZ will provide you with notice of premium changes in accordance with applicable law.

For Child-only Coverage (plan covers only one or more children), premiums are determined by each child's age, sex, county of residence for the address on file, and deductible level selected. Premiums automatically change when a child changes age classes. Age classes are available upon request from BCBSAZ. See your ID card for information on contacting BCBSAZ.

When a child covered by a child-only policy reaches age 19, the child is automatically considered an adult Contract Holder. Coverage will continue according to the rates described for individual and family coverage. The adjusted rate is effective on the first Premium due date after an age class changes.

## **Premium Payments**

You pay premiums monthly. Premium Payments must be made to BCBSAZ on or before the due date. Premiums must be paid in U.S. dollars and drawn from a bank located and based in the United States. BCBSAZ mails a Premium notice to the Contract Holder before each due date. If you signed up for Sure Pay, this does not apply. Regardless of whether you receive a notice, BCBSAZ will not continue the plan unless BCBSAZ receives your payment within 31 days after the Premium due date.

## **Premium Payments by Third Parties**

You are responsible for your premium payment. BCBSAZ only accepts Premium Payments from the following third parties: Ryan White HIV/AIDS Program under Title XXVI of the Public Health Services Act; Indian tribes, tribal organizations, or urban Indian organizations; federal and state government programs; or family members. If we learn that an unauthorized third party paid your Premium, BCBSAZ may reject the payment, and the Premium will remain due.

#### **Grace Period**

If you do not pay your Premium by the Premium due date, BCBSAZ provides you a 31-day Grace Period to make the payment. BCBSAZ is not responsible or liable for claims incurred during the Grace Period, unless BCBSAZ receives payment before the end of the Grace Period. A Premium not paid when due and not paid within the Grace Period, is in default. This plan terminates as of the date the Premium was originally due. If this plan is terminated for non-payment of Premium, the Contract Holder may request reinstatement. BCBSAZ has sole discretion and authority as to whether to allow reinstatement.

If BCBSAZ precertified a Service during the Grace Period, that Precertification is null and void if the plan is later retroactively terminated for non-payment of Premium. The Member is responsible for all medical expenses incurred.

# **Notice of Premium Change**

With a 30-day prior notice, BCBSAZ may change the Premium.

#### Rescission

In deciding whether to approve you for coverage, BCBSAZ relies on the information in your application. When a Member (the Contract Holder or dependent) fraudulently misstates or intentionally misrepresents any material information on the application, BCBSAZ may rescind (declare null and void) any plan issued to a Member as of the effective date of the plan. BCBSAZ will give a 30-day written notice of its intent to rescind, during which time the Member may protest the decision by writing to BCBSAZ at the address indicated in the notice and explaining why a Rescission is not appropriate or allowable.

## What Happens If Your Plan is Rescinded

- Any Precertification given is null and void as though it never existed.
- Dependents may be able to keep their coverage or switch to certain other products.
- If the contract holder's coverage is rescinded but one or more dependent children retain coverage, BCBSAZ will convert the policy to a child-only plan, as of the effective date for the rescinded policy. You must pay any required Premium for the child-only policy, and the Premium may be more costly than the family coverage rates. Any Premium changes will apply as of the original effective date.
- The Contract Holder or dependent whose coverage was rescinded is responsible for all medical expenses incurred in excess of premiums paid to BCBSAZ.
- The policy is null and void for the Contract Holder or dependent whose coverage is rescinded, and that person has no benefits.
- Your eligibility to contribute to any HSA you may have established and contributions to that HSA will be affected. Contact your HSA trustee or custodian or your tax or legal advisor for more information.

#### **Termination**

BCBSAZ does not automatically terminate a Contract Holder or dependent when that person turns age 65 or becomes eligible for Medicare for some other reason. For persons who are eligible for Medicare and at least age 65, BCBSAZ has other coverage options that may offer lower Premium rates. Please call us for additional information. If you continue your coverage under this plan, BCBSAZ will not duplicate benefits for Covered Services paid by Medicare as primary payer. Turning 65 will affect your eligibility to contribute to any HSA you may have established. Contact your HSA trustee or custodian or your tax or legal advisor for more information.

#### Benefits after Termination

Except as described below, you have no coverage on and after the date coverage ends, regardless of the reason for Termination. There is one exception. If a Member is an inpatient in an acute care hospital on the day coverage ends, benefits for covered inpatient facility services delivered during that admission will be

provided under this plan. Any professional services rendered during the stay, but after the date of Termination are not covered. This exception for continued coverage does not apply to inpatient stays in Long-term Acute Care, skilled nursing, Extended active rehabilitation, or behavioral health facilities.

## Continuing Coverage for Terminated Dependents

Eligible Dependents who are terminated may be able to continue coverage on a separate plan. The dependent will automatically be transferred onto a separate policy and will not be required to apply for coverage if continuing with the same plan. An application will be required if plan changes are requested. Dependents can terminate coverage at any time.

## **Involuntary Termination of Coverage**

The following event causes involuntary Termination of all covered individuals on the indicated date:

 The Premium is not paid within the Grace Period Termination date – the date the Premium was originally due

The following events cause involuntary Termination of Dependents on the indicated effective date:

- Divorce the contract holder's spouse loses coverage Termination date – the date of the final divorce decree
- Dependent child turns age 30 and does not qualify as a disabled dependent Termination date – the 30th birthday
- Dependent child over age 30 whose disability ends *Termination date* – the date disability or incapacity ends
- Dependent child covered by a qualified medical support order is no longer eligible under the court order or administrative order

Termination date - the last day of the time period specified in the court order or administrative order

If a Contract Holder dies, BCBSAZ will terminate the contract holder's policy and transfer any Dependents to a new policy.

#### Involuntary Termination Based on Misrepresentation or Fraud

BCBSAZ may terminate a member's coverage on 45 days' written notice if BCBSAZ finds that the member's use of Service or benefits or conduct under this plan involved intentional misrepresentation or fraud. Termination under this section does not prejudice BCBSAZ from exercising any other legal rights and remedies it may have for the member's fraud.

#### Voluntary Termination of Coverage

Except as provided in this section for Dependents subject to court order or administrative order, the Contract Holder may voluntarily cancel coverage at any time for the Contract Holder and all Dependents by sending a written notice to BCBSAZ. BCBSAZ will terminate the plan on the 1st or 15th day of the month following BCBSAZ's receipt of the request.

The Contract Holder acknowledges and agrees that the Contract Holder shall not cancel coverage for a minor child whose coverage is mandated by court or administrative order unless the Contract Holder provides BCBSAZ with satisfactory evidence that the child is enrolled or will be enrolled in other health coverage, effective on the date this coverage terminates or that the requirements of the order have been otherwise satisfied or terminated.

#### New Policy Required for Individuals Who Relocate Outside Arizona

If you move outside of Arizona, BCBSAZ will not reissue your policy at the end of its term because you are outside of the service area in which BCBSAZ is licensed and authorized to do business.

#### **GENERAL PROVISIONS**

#### **Access to Information Concerning Dependent Children**

BCBSAZ is not a party to domestic disputes. Parental disputes over dependent coverage and information must be resolved between the parents of the dependent child. Under Arizona law, both parents have equal rights of access to information about their children, unless there is a court order denying such access. Absent a copy of such order and subject to the Confidentiality provisions described above, BCBSAZ provides equal parental access to information.

## **Appeal and Grievance Process**

Members may participate in BCBSAZ's appeal and grievance processes, which are described in detail in the BCBSAZ Appeal and Grievance Guidelines, a separate document provided to you. You do not have to pay any fees or charges to file or pursue an appeal or grievance with BCBSAZ. You may obtain another copy of the BCBSAZ Appeal and Grievance Guidelines by visiting us at <a href="https://www.azblue.com">www.azblue.com</a> or by calling Customer Service at the number on your ID card.

If you receive a bill from an out-of-network Provider for services provided at an in-network facility and want to dispute the amount of the bill, you may be able to initiate a dispute resolution process defined under Arizona law. This process is not available for all balance bills. To initiate the dispute resolution process or to appeal a denial of Precertification for urgently needed services you have not yet received, please call Customer Service at the number on your ID card.

#### **Billing Limitations and Exceptions**

When there is another source of payment such as a liability insurer, in-network Providers may be entitled to collect any difference between the Allowed Amount and the provider's Billed Charges from the other source or from proceeds received from the other source, pursuant to A.R.S. § 33-931. A.R.S. § 33-931 may give Providers medical lien rights independent of this Benefit Plan or any Contract with BCBSAZ. BCBSAZ is not a party to any collection dispute that may arise under the provisions of A.R.S. § 33-931.

The provisions of this section do not constitute subrogation (reimbursement to the health plan from other payment sources). BCBSAZ does not subrogate. If you are represented by an attorney in a dispute concerning recovery for injuries or illness, please show this section of your book to your attorney.

#### Blue Cross and Blue Shield Association

This paragraph shall not create any additional obligations whatsoever on the part of BCBSAZ other than those obligations created under other provisions of this Agreement. Contract Holder, on behalf of self and all members, expressly acknowledges and agrees that:

- i. This Agreement is a Contract solely between Contract Holder and BCBSAZ, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("Association"), an association of independent Blue Cross and Blue Shield plans, permitting BCBSAZ to use the Blue Cross and/or Blue Shield service marks in the state of Arizona;
- ii. BCBSAZ is not contracting as the agent of the Association;
- iii. Contract Holder has not entered into this Agreement based on any representations by the Association or any other Blue Cross or Blue Shield plan other than BCBSAZ; and
- iv. Contract Holder and members shall not seek to hold the Association or any Blue Cross or Blue Shield plan other than BCBSAZ accountable or liable for BCBSAZ's obligations created under this Agreement.

#### **Broker Commissions**

BCBSAZ sells health and dental coverage products either directly or through independent licensed insurance brokers. Commission payments to brokers are one of the costs factored into Premiums, but BCBSAZ's Premium calculation is not based on whether a product is sold directly or by a broker. BCBSAZ generally pays a commission to the broker of record or legal assignee designated by the broker until the insurance Contract is terminated, the Contract Holder terminates his or her relationship with the broker and notifies BCBSAZ, or the broker becomes ineligible for receipt of commissions. Brokers are required under their agreement with BCBSAZ to provide information on commission rates with BCBSAZ. More detailed information about Broker Commissions and compensation to BCBSAZ employees who are Licensed Sales Representatives for BCBSAZ individual products is available for review at <a href="https://www.azblue.com">www.azblue.com</a>, or you may obtain a copy by calling BCBSAZ at (602) 864-4124.

## **Claims Editing Procedures and Pricing Guidelines**

BCBSAZ uses systems to verify benefits, eligibility, claims accuracy, and compliance with BCBSAZ coding and pricing guidelines and Evidence-based Criteria. BCBSAZ uses claims coding and editing logic to process claims and determine allowed amounts. BCBSAZ regularly updates its systems, claims and pricing guidelines and edits, and Evidence-based Criteria.

#### **Confidentiality and Release of Information**

We have processes and systems to safeguard sensitive or confidential information and to release such information only in accordance with federal and state law. If you wish to authorize someone to have access to your information, you can download the Confidential Information Release Form (CIRF) from <a href="https://www.azblue.com">www.azblue.com</a>, or call Customer Service at the number on your ID card and request a hard copy of the CIRF form.

# **Court or Administrative Orders Concerning Dependent Children**

When a Member is not the custodial parent of a child, but is required by a court or administrative order to provide health benefits to that child, BCBSAZ will provide benefit information to the custodial parent, permit the custodial parent to submit claims for the child and make payments directly to the custodial parent, Provider, or state agency as applicable.

#### **Cost of Records**

In order to process your claims, BCBSAZ may need to obtain copies of your health records from your Provider. In-network Providers generally cannot charge you for providing BCBSAZ with health records. Noncontracted Providers have no contractual obligation to provide records to BCBSAZ free of charge. If you receive services from a noncontracted Provider who charges for record preparation or the cost of copies, you will need to arrange with your Provider to obtain any records required by BCBSAZ and pay any applicable fees.

## **Discretionary Authority**

BCBSAZ has Discretionary Authority to determine extent of coverage under the terms of this Benefit Plan.

#### **Identity Protection Services**

Identity Protection Services are available to members of this plan. For more information, contact Customer Service at the number on your ID card.

## Lawsuits against BCBSAZ

BCBSAZ has an appeal process for resolving certain types of disputes with members. BCBSAZ encourages you to use the appeal process before filing a lawsuit, as issues can often be resolved when you give BCBSAZ more information through the appeal process.

Under Arizona's Health Care Insurer Liability Act, before suing BCBSAZ, a Member must first either complete all available levels of the BCBSAZ appeal process or give BCBSAZ written notice of intent to sue at least 30 days before filing the lawsuit. The written notice must set forth the basis for the lawsuit and must be sent by certified mail to the following address:

Attn: Legal Department Mail Stop: C300 Blue Cross Blue Shield of Arizona, Inc. 8220 N. 23rd Avenue Phoenix, AZ 85021-4872

Failure to comply with these provisions may result in dismissal of the lawsuit. A Member must complete all applicable levels of appeal before bringing a lawsuit other than a suit filed pursuant to the Health Care Insurer Liability Act. Failure to complete the mandatory levels of the appeal process may result in dismissal of the lawsuit for failure to exhaust BCBSAZ's administrative remedies. By providing this notice BCBSAZ does not waive, but expressly reserves all applicable defenses available under federal and Arizona law.

#### Legal Action and Applicable Law

This Contract is governed by, construed, and enforced in accordance with applicable federal law and the laws of the state of Arizona, without regard to conflict of laws principles.

<u>Jurisdiction and Venue</u>: Jurisdiction and venue for any Legal Action or other proceeding that arises out of or relates to the Contract or this Benefit Plan shall be in any court of competent jurisdiction in the state of Arizona.

<u>Lawsuits by BCBSAZ</u>: Sometimes, BCBSAZ has an opportunity to join class action lawsuits, where third party payers (insurance companies) assert that an entity's conduct resulted in higher payments by the insurance company than otherwise would have been required. BCBSAZ reviews these cases and makes a good faith decision based on the unique facts of each case whether to join the case. BCBSAZ may also bring lawsuits against vendors or other entities to recover various economic damages. When BCBSAZ participates as a plaintiff and recovers damages, those funds are not returned to individual members, but are instead retained by BCBSAZ to reduce overall administrative costs. This paragraph is not intended to limit or waive any claims BCBSAZ may have against any person or entity.

## Non-Assignability of Benefits

The benefits contained in this plan, and any right to reimbursement or payment arising out of such benefits, are not assignable or transferable, in whole or in part, in any manner or to any extent, to any person or entity. You shall not sell, assign, pledge, transfer, or grant any interest in or to, these benefits or any right of reimbursement or payment arising out of these benefits, to any person or entity. Any such purported sale, assignment, pledge, transfer, or grant is not enforceable against BCBSAZ and imposes no duty or obligation on BCBSAZ. BCBSAZ will not honor any such purported sale, assignment, pledge, transfer, or grant.

#### **Medicaid Reimbursement**

Member acknowledges that state Medicaid agencies, including the Arizona Health Care Cost Containment System ("AHCCCS"), (collectively referred to as "Medicaid Agencies") are considered payers of last resort for healthcare expenses of individuals who are Medicaid beneficiaries. Member further acknowledges that AHCCCS does, and other state Medicaid Agencies may, have a legal right to reimbursement of expenditures that the Medicaid Agencies have made on behalf of a Member who was also a Medicaid Beneficiary, not to exceed the lesser of the member's benefits under this plan or the Medicaid Agencies' payment. Member acknowledges and agrees that BCBSAZ shall reimburse Medicaid Agencies or their designees, for the health claims of a Member who was also a Medicaid Beneficiary on the date of Service, to the extent required by law.

#### **Member Notices and Communications**

BCBSAZ sends notices and other communications to members by U.S. mail to the last address on file with BCBSAZ Customer Service. BCBSAZ may also elect to send some notices and communications electronically if the Member has consented to electronic receipt. Notice is deemed complete when sent to the member's last address of record, as follows: (1) on delivery, if hand-delivered; (2) if mailed, on the earlier of the day actually received by the Member or 5 days after deposit in the U.S. mail, postage prepaid; or (3) if transmitted electronically, on the earlier of the day of actual receipt or 24 hours after electronic transmission to the member's email address of record.

# **Payments Made in Error**

If BCBSAZ erroneously makes a payment or overpayment to you or on your behalf, BCBSAZ may obtain reimbursement from you or the Provider or BCBSAZ may offset the amount owed against a future claim arising from any covered Service. Payments Made in Error by BCBSAZ do not constitute a waiver concerning the claim(s) at issue or of any right of BCBSAZ to deny payment for noncovered services.

# **Plan Amendment**

There is no guarantee of continued benefits as outlined in this plan. This plan may be amended and benefits may be added, deleted, or changed by BCBSAZ as required to comply with federal or state laws. Please review and retain this book, any replacement books, all SBCs, all riders, amendments, and other communications concerning your coverage.

# **Prescription Medication Rebates**

BCBSAZ receives rebate payments based on the volume and/or market share of pharmaceutical products used by BCBSAZ members. BCBSAZ participates in contracts with pharmaceutical manufacturers, pursuant to which BCBSAZ receives these rebate payments. These rebate contracts are subject to renegotiation and/or termination from time to time.

The rebates BCBSAZ receives on your prescription drug utilization are not reimbursable to you, including prescription costs applied to any copay, deductible, Coinsurance calculation, or Out-of-pocket Maximum that may apply under your plan. You acknowledge and agree that BCBSAZ will keep all rebates.

Pharmacy rebates may cause the overall cost of a medication to fall below the amount you pay for that medication under the coverage described in this Benefit Plan. Other discount programs offered by a pharmacy may result in members of the public paying a lower cost for some medications than you pay under this Benefit Plan.

# **Provider Contractual Arrangements**

The BCBSAZ Allowed Amount reflects any contractual arrangements negotiated with a Provider. Contractual arrangements vary based on many factors. For that reason, BCBSAZ network Providers have varying compensation levels based on the provider's agreement to accept a certain reimbursement rate. This means that your in-network Cost Share for a particular Service can vary based on the network Provider you choose because not all Providers have the same negotiated reimbursement rate for the same Service. For information on your estimated Cost Share for a particular Service, please call Customer Service at the number on your ID card. You will need to provide the name of the Provider and the diagnosis and procedure code to receive an estimated Cost Share. The estimated Cost Share is only an estimate and the actual Cost Share may vary from the estimated Cost Share based on factors such as the services actually performed and the place where the services are actually rendered.

#### **Provider Treatment Decisions and Disclaimer of Liability**

While rendering services to you, in-network Providers are independent contractors and not employees, agents, or representatives of BCBSAZ. Their contracts with BCBSAZ address reimbursement and administrative policies. Each Provider exercises independent medical judgment in deciding what services to provide you, and how to provide them. BCBSAZ's role is limited to administration of the benefits under this Benefit Plan. Your Provider may recommend services or treatment not covered under this Benefit Plan. You and your Provider should decide whether to proceed with a Service that is not covered. BCBSAZ has no control over any diagnosis, treatment, care, or other services rendered by any Provider and disclaims any and all liability for any loss or injury to you caused by any Provider by reason of the provider's negligence, failure to provide treatment, or otherwise.

#### Release of Records

Subject to federal or Arizona law, the Member agrees that BCBSAZ may obtain, from any Provider, insurance company, or third party, all records or information relating to the member's health, condition, treatment, prior health insurance claims, or health benefit program. A failure to provide records needed to adjudicate a claim can result in denial of the claim.

#### **Retroactive Changes**

BCBSAZ reserves the right to make certain retroactive amendments to this Benefit Plan, as may be permitted under applicable federal and state law. You will receive notice of any such amendments.

#### **Third-Party Beneficiaries**

The provisions of this Benefit Plan are only for the benefit of those covered under this plan. Except as may be expressly set forth in this book, no third party may seek to enforce or benefit from any provisions of this Benefit Plan.

# Your Right to Information and Availability of Notice of Privacy Practices

You have the right to inspect and copy your information and records maintained by BCBSAZ, with some limited exceptions required by law. If you choose to review your Medical Records in person, BCBSAZ will require a reasonable amount of time to research and retrieve the records before scheduling a time with you to review the records.

The BCBSAZ "Notice of Privacy Practices" describes how BCBSAZ may use and disclose your information to administer your health plan. It also describes some of your individual rights and BCBSAZ's responsibilities under federal privacy regulations. BCBSAZ mails a copy of this "Notice of Privacy Practices" to your address shortly after you enroll for coverage with BCBSAZ. You can also view the "Notice of Privacy Practices" by visiting the BCBSAZ website, <a href="https://www.azblue.com">www.azblue.com</a>, and clicking on the Legal link at the bottom of the home page. If you would like BCBSAZ to mail you another copy of the "Notice of Privacy Practices," please call the Customer Service number listed on the back of your BCBSAZ ID card, or call (602) 864-4400 or (800) 232-2345 to make your request.

## NONDISCRIMINATION STATEMENT

BCBSAZ complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. BCBSAZ provides appropriate free aids and services, such as qualified interpreters and written information in other formats, to people with disabilities to communicate effectively with us. BCBSAZ also provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages. If you need these services, call (602) 864-4884 for Spanish and (877) 475-4799 for all other languages and other aids and services.

If you believe that BCBSAZ has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: BCBSAZ's Civil Rights Coordinator, Attn: Civil Rights Coordinator, Blue Cross Blue Shield of Arizona, P.O. Box 13466, Phoenix, AZ 85002-3466, (602) 864-2288, TTY/TDD (602) 864-4823, <a href="mailto:crc@azblue.com">crc@azblue.com</a>. You can file a grievance in person or by mail or email. If you need help filing a grievance, BCBSAZ's Civil Rights Coordinator is available to help you. You also can 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 <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue S.W., Room 509F, HHH Building, Washington, D.C. 20201, (800) 368-1019, TDD (800) 537-7697. Complaint forms are available at <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a>.

## **MULTI-LANGUAGE INTERPRETER SERVICES**

Spanish: Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Blue Cross Blue Shield of Arizona, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 602-864-4884

Navajo: Díí kwe'é atah nílínigíí Blue Cross Blue Shield of Arizona haada yit'éego bína'ídíłkidgo éí doodago Háida bíjá anilyeedígíí t'áadoo le'é yína'ídíłkidgo beehaz'áanii hóló díí t'áá hazaadk'ehjí háká a'doowołgo bee haz'á doo bááh ílínígóó. Ata' halne'ígíí kojí' bich'j' hodíilnih 877-475-4799.

Chinese: 如果您,或是您正在協助的對象,有關於插入項目的名稱 Blue Cross Blue Shield of Arizona 方面的問題,您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員,請撥電話 在此插入數字 877-475-4799。

Vietnamese: Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Blue Cross Blue Shield of Arizona quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 877-475-4799.

#### Arabic:

إن كان لديك أو لدى شخص تساعده أسئلة بخصوص Blue Cross Blue Shield of Arizona، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة .للتحدث مع مترجم اتصل ب 479-475-877.

Tagalog: Kung ikaw, o ang iyong tinutulangan, ay may mga katanungan tungkol sa Blue Cross Blue Shield of Arizona, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa 877-475-4799.

Korean: 만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Blue Cross Blue Shield of Arizona 에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 877-475-4799 로 전화하십시오.

French: Si vous, ou quelqu'un que vous êtes en train d'aider, a des questions à propos de Blue Cross Blue Shield of Arizona, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 877-475-4799.

German: Falls Sie oder jemand, dem Sie helfen, Fragen zum Blue Cross Blue Shield of Arizona haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 877-475-4799 an.

Russian: Если у вас или лица, которому вы помогаете, имеются вопросы по поводу Blue Cross Blue Shield of Arizona, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 877-475-4799.

Japanese: ご本人様、またはお客様の身の回りの方でも、Blue Cross Blue Shield of Arizona についてご質問が ございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はか かりません。通訳とお話される場合、877-475-4799 までお電話ください。

#### Farsi:

اگر شما، یا کسی که شما به او کمک میکنید ، سوال در مورد Blue Cross Blue Shield of Arizona ، داشته باشید حق این را دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت نمایید 479-475-877 ترای دارد.

#### Assyrian:

يې نِسمەن، بې شِةِ فِخْهوڤة وَصِّموْوسَ عَمَّهُم، يَهمُكُمْجِهُ حَمِقَةٍ يَعْمُ Blue Cross Blue Shield of Arizona؛ نِسمَه يَهمَّهُ وَصِّحَدَهُمُ ضِبَدَهُمْ مَضِّمَةِ مَخْدُوهُمْ فِكُنْدَبِمَ. كَضِّعَوْمِهُ فِحَ جَوَّ صَمْدَكَهُنْهُ، سَفِي خَدْ هِكَبِقُهُ وَسِينَةٍ 4799-475-877.

Serbo-Croatian: Ukoliko Vi ili neko kome Vi pomažete ima pitanje o Blue Cross Blue Shield of Arizona, imate pravo da besplatno dobijete pomoć i informacije na Vašem jeziku. Da biste razgovarali sa prevodiocem, nazovite 877-475-4799.

Thai: หากคุณ หรือคนที่คุณกาลังช่วยเหลือมีค่าถามเกี่ยวกับ Blue Cross Blue Shield of Arizona คุณมีสิทธิที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของคุณได้โดยไม่มีค่าใช้จ่าย พดคุยกับล่าม โทร 877-475-4799