

**Rider to Modify Blue Cross® Blue Shield® of Arizona  
BlueEssential<sup>SM</sup>, BluePortfolio<sup>SM</sup>, BlueOptimum<sup>SM</sup>, and BlueValue<sup>SM</sup> Individual Benefit  
Books**

This rider modifies your 2021 individual benefit book effective on or after January 1, 2022. The section headings in this rider correspond to the section headings in your benefit book.

**I. DEFINITIONS**

**A.** Under the “**Allowed Amount**” definition, the table is replaced with:

<b>Type of Provider</b>	<b>Type of Claim</b>	<b>Basis for Allowed Amount</b>
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 “ <i>Claims Editing Procedures and Pricing Guidelines.</i> ”
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	Lesser of the provider’s Billed Charges or the applicable Fee Schedule, with adjustments for certain “ <i>Claims Editing Procedures and Pricing Guidelines.</i> ”
Noncontracted Providers (outside Arizona)	Non-emergency 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 “ <i>Claims Editing Procedures and Pricing Guidelines.</i> ”
Noncontracted ground ambulance Providers, including Providers contracted with another BCBSAZ network, but not contracted as a plan network Provider for this Benefit Plan (in and outside Arizona)	Emergency	The Allowed Amount is based upon the ambulance provider’s Billed Charges.
Noncontracted Providers in an in-network facility in and outside Arizona	Non-emergency and non-ancillary	The Qualifying Payment Amount, as defined by federal law, is the Allowed Amount. If you sign a consent for a noncontracted Provider to perform services at an in-network facility, you are responsible for the difference between the Qualifying Payment Amount and the provider’s Billed Charges.
Noncontracted Providers, excluding air ambulance, in and outside Arizona	Emergency	The Qualifying Payment Amount, as defined by federal law, is the Allowed Amount.
Noncontracted air ambulance Providers in and outside Arizona	Emergency and non-emergency	Lesser of the provider’s Billed Charges or the applicable BCBSAZ Fee Schedule, with adjustments for certain “ <i>Claims Editing Procedures and Pricing Guidelines.</i> ”  The member’s Cost Share will be based on the lesser of the provider’s Billed Charges or the Qualifying Payment Amount, as defined by federal law.

**B.** The following definition is added:

“**Ancillary Services**” are services that include emergency medicine, anesthesiology, pathology, radiology, neonatology, certain laboratory services, or as otherwise required by law.

## II. UNDERSTANDING THE BASICS

### A. “Covered Services,” replace the first sentence with:

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

### B. “Experimental or Investigational Services,” replace the section with:

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

- The Service or item must have final approval from the appropriate governmental regulatory bodies (unless otherwise required by applicable law, final approval of a regulatory body does not, in and of itself, qualify a Service or item for coverage), if applicable;
- The scientific evidence must permit conclusions concerning the effect of the Service or item on health outcomes;
- The Service or item must improve the net health outcome;
- The Service or item must be as beneficial as any established alternative; and
- The improvement resulting from the Service or item must be attainable outside the investigational setting.

In addition to classifying a Service or item as experimental or investigational using the above criteria, BCBSAZ or its contracted vendor may also classify the Service or item 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 or item documents that the Service or item is experimental or investigational; or
- The Service or item 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 or item is submitted for Precertification or rendered.

## III. MEMBER COST SHARING

### A. Under the section “Balance Bill,” the second paragraph is deleted and replaced with:

Except for Emergency Services, and Ancillary Services provided in an in-network facility, 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 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.

## IV. PROVIDERS

### A. Under the section “Choosing a Provider,” subsection “Out-of-Network Providers (Contracted and Noncontracted)” replace the first and second bullets with:

- *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 out-of-network Providers. Participating-only Providers will submit your claims to the Host Blue plan with which they are contracted. Except for Emergency Services, and Ancillary Services provided in an in-network facility, if you receive Covered Services from a participating-only Provider, you will pay out-of-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. Except for Emergency Services, and Ancillary Services provided in an in-network facility, 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.

**B.** Under the section “**Choosing a Provider,**” replace “**Eligible Provider Status and Payment – Summary Table**” with:

<b>Eligible Provider Status and Payment – Summary Table</b> Subject to all terms and conditions noted in this section				
<b>Provider Contract Status</b>	<b>Network Status and Applicable Cost Share</b>	<b>Provider Required to File Claim on Member's Behalf</b>	<b>Accept BCBSAZ Allowed Amount and do not Balance Bill</b>	<b>Payee for Reimbursement</b>
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 for non-emergency or non-ancillary services rendered in an in-network facility—in and outside Arizona (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 or the Provider the Allowed Amount, less any Member Cost Share.
Noncontracted emergency service Providers—in and outside Arizona (must be Eligible Providers)	Out-of-network	No (Provider may elect to do so as courtesy to Member)	Yes. If the Provider disputes the Allowed Amount, the Provider must resolve the dispute with BCBSAZ directly.	BCBSAZ reimburses the Member or the Provider the Allowed Amount, minus your Cost Share.

**C.** Under the section “**Continuing Care from an Out-of-Network Provider,**” delete the second paragraph.

**D.** Under the section “**Continuing Care from an Out-of-Network Provider,**” under the table heading “**Current Members,**” the first bullet is replaced with:

- A life-threatening or complex disease or condition, in which case the transitional period is not more than 90 days from the effective date of the provider's termination; or

**V. DESCRIPTION OF BENEFITS**

**A.** Under section “**J. EMERGENCY SERVICES,**” subsection “**Your Cost Share**” is deleted and replaced with:

Your Cost Share: 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, the Allowed Amount will be based on the Qualifying Payment Amount, as defined by federal law.

- B. Under section “**J. EMERGENCY SERVICES**,” subsection “**Your Cost Share**,” paragraphs 5 and 6 are deleted.

## VI. WHAT IS NOT COVERED

- A. Replace “**Experimental or Investigational Services**, except as stated in this plan” with “**Experimental or Investigational Services or Items**, except as stated in this plan”

## VII. CLAIMS INFORMATION

- A. Under section “**Explanation of Benefits (EOB) Form and Monthly Statement**,” the following sentences are deleted:

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.

## VIII. GENERAL PROVISIONS

- A. Under section “**Non-Assignability of Benefits**,” replace the entire paragraph with:

Except as otherwise specified in this section, 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. If you receive Covered Services from an out-of-network Provider and wish to assign your right to payment to the Provider, you or the Provider may submit the documents requesting assignment to BCBSAZ. BCBSAZ, at our sole discretion, will determine whether to honor the assignment and, if approved, remit any payment due directly to the Provider.

- B. After section “**Non-Assignability of Benefits**,” insert section “**No Surprises Act**.”

### **No Surprises Act**

The federal “No Surprises Act” protects you from surprise balance bills from out-of-network Providers in certain situations.

- **Emergencies:** When you receive emergency care from out-of-network Providers, your financial responsibility will be determined in the same way as if you received the care from in-network Providers. Also, out-of-network Providers can’t Balance Bill you for the difference between the Allowed Amount and the billed charge.
- **Non-emergency services at in-network facilities:** The same emergencies rule above applies if you receive services from out-of-network Providers while you are at an in-network facility, such as a hospital or outpatient surgery center, unless the Provider gives you a legally-required notice and you give consent in accordance with the law. If you give this consent, you will pay out-of-network Cost Share and any Balance Bill, and the No Surprises Act dispute process won’t apply.
- **Disputes:** If out-of-network Providers want to dispute the amount BCBSAZ pays them, they are required to resolve the dispute with us. As long as you pay your required cost-share amount, they can’t collect any other amounts from you.

If you feel that you have incorrectly received a Balance Bill, you can contact the following agency to dispute the bill.

Consumer Affairs Division  
Arizona Department of Insurance and Financial Institutions  
100 North 15th Avenue, Suite 261  
Phoenix, Arizona 85007-2624  
Phone: (602) 364-2499  
Email: [insurance.consumers@difi.az.gov](mailto:insurance.consumers@difi.az.gov)  
Website: <https://difi.az.gov/complaint>

A handwritten signature in black ink, appearing to read "Pam Kehaly". The signature is fluid and cursive, with a large loop at the end.

Pam Kehaly, President and CEO  
Blue Cross Blue Shield of Arizona

