

Blue Care Network
GRADCARE
Certificate of Coverage

UNIVERSITY OF MICHIGAN GRADCARE CERTIFICATE OF COVERAGE

Blue Care Network

This Certificate of Coverage describes the benefits provided under your Coverage. It is made up of two chapters: **General Provisions** and **Your Benefits** and may be amended at any time, upon mutual agreement between the University of Michigan, the University of Michigan Medical Benefits Plan (“Group Health Plan”) and Blue Care Network (“BCN”).

This Certificate is a product of BCN, an independent corporation operating under a license from the Blue Cross® and Blue Shield® Association. This Association is made up of independent Blue Cross® Blue Shield® plans. It permits BCN to use the Blue Cross® Blue Shield® Service Marks in Michigan.

BCN administers the benefit plan for your employer and provides administrative claims payment services only. BCN does not insure the coverage nor do we assume any financial risk or obligation with respect to claims.

This Certificate of Coverage describes the benefits provided under your Coverage in accordance with the Administrative Services Contract (“ASC”).

By choosing to enroll as a BCN Member, you, the Member, agree to abide by the rules as stated in the General Provisions and Your Benefits. You also recognize that, except for emergency health services, only those health care services provided by your Primary Care Physician or arranged or approved by BCN are covered.

The Group Health Plan is self-funded, which means that the benefits are paid from the University’s funds and are not provided through an insurance contract. This document, along with any booklets and/or guidelines provided by the University of Michigan Benefits Office, or eligibility and enrollment policies maintained by the University of Michigan Benefits Office, serve as the Group Health Plan document.

Please read these documents carefully and keep them with your personal records for future reference. Policies, booklets and/or guidelines may be accessed at the University of Michigan Benefits Office website at <http://www.benefits.umich.edu>. The University of Michigan Benefits Office reserves the right to interpret and resolve conflicts between any statements in this GradCare Certificate of Coverage that conflict with University of Michigan Benefits Office policies, booklets, summaries or other benefit related documents.

The University of Michigan has delegated the responsibility and discretionary authority to provide a full and fair review of Members’ benefit claims to BCN, however, neither BCN nor its subcontractors are responsible for insuring coverage for your benefits under GradCare.

If you have questions about this Coverage, contact University of Michigan Benefits Office or BCN Customer Service Department.

Blue Care Network
20500 Civic Center Drive
Southfield, MI 48076
800-662-6667
bcbsm.com

Definitions

These definitions will help you understand the terms used in this Certificate of Coverage and are of general applicability to the entire document. Additional terms may be defined in subsequent sections of this document as necessary. In addition to these terms, “we”, “us” and “our” refer to BCN or another entity or person BCN authorizes to act on its behalf. The terms “you” or “your” refer to the Member, which may be enrolled as either a Subscriber or Family Dependent.

Acute Care or Service is medical care that requires a wide range of medical, surgical, obstetrical and or pediatric services. It generally requires a hospital stay of less than 30 days.

Acute Illness or Injury is one that is characterized by sudden onset (e.g. following an injury) or presents an exacerbation of disease and is expected to last a short period of time after treatment by medical or surgical intervention.

Approved Amount also known as the **Allowed Amount** is the lower of the billed charge or the maximum payment level BCN will pay for the Covered Services. Copayments which may be required of you are subtracted from the Approved Amount before we make our payment.

Assertive Community Treatment is a service-delivery model that provides intensive, locally based treatment to people with serious persistent mental illnesses.

Balance Billing sometimes also called **extra billing** is when a provider bills you for the difference between the provider’s charge and the Approved Amount. A Participating Provider may not balance bill you for Covered Services.

Benefit is a covered health care service available to you as described in this Certificate of Coverage.

Blue Care Network (BCN) is the Michigan health maintenance organization in which you are enrolled. The reference to Blue Care Network may include another entity or person Blue Care Network authorizes to act on its behalf.

Calendar Year is a period of time beginning January 1 and ending December 31 of the same year.

Certificate of Coverage is this booklet that describes the Coverage available to you.

Chronic is a disease or ailment that lasts a long time or recurs frequently. Arthritis, heart disease, major depression and schizophrenia are examples of chronic diseases.

Continuity of Care refers to a Member’s right to choose, in certain circumstances, to continue receiving services from a physician who ends participation with BCN. (See Section 8)

Coordination of Benefits (COB) means a process of determining which Certificate of Coverage or policy is responsible for paying benefits for Covered Services first (primary plan). When you have dual coverage, this allows the secondary plan to reduce its benefits, so that the combined benefits of all plans do not exceed the total allowable fees. Benefit payments are coordinated between the two carriers to provide 100% coverage whenever possible for services covered in whole or in part under either plan, but not to pay in excess of the 100% of the total allowable amount to which you, as the Member, or the provider is entitled.

Copayment or Copay is a fixed dollar amount you must pay for a certain Covered Services usually when you receive the service. Your Copay is revised when a Rider is attached. Copay amounts might be different for different health care services. For example, your Emergency room Copay

might be higher than your office visit Copay.

Cost Sharing (Deductible, Copayment and/or Coinsurance) is the portion of the health care costs you may owe as defined in this Certificate of Coverage and any attached Riders. BCN pays the balance of the Allowed Amount for Covered Services.

Covered Services or Coverage refers to those Medically Necessary services, drugs or supplies provided in accordance with and identified as payable under the terms of the Certificate of Coverage.

Custodial Care is care primarily used to help the patient with activities of daily living or meet personal needs. Such care includes help with walking, getting in and out of bed, bathing, cooking, cleaning, dressing and taking medicine. Custodial Care is not a covered Benefit.

Deductible is the amount that you must pay before BCN will pay for Covered Services. Payments made toward your Deductible are based on the Approved Amount at the time the claims are processed. Your Deductible is not altered by an audit, adjustment, or recovery. The Deductible does not apply to all services. The Deductible applies to the Out-of-Pocket Maximum.

Emergency Medical Condition is an illness, injury or symptom that requires immediate medical attention to avoid permanent damage, severe harm or loss of life. (See Emergency and Urgent Care section)

Enrollment is the process of the Subscriber providing completed enrollment information to the Group Health Plan and the Group Health Plan transmitting that information to BCN.

Facility is a hospital, clinic, freestanding center, urgent care center, dialysis center, etc., that provides specialized treatments devoted primarily to the diagnosis, treatment care and/or rehabilitation due to illness or injury.

General Provisions is Chapter 1 of this Certificate of Coverage that describes the rules of your health care Coverage.

Grievance is a written dispute about coverage determination that you submit to BCN.

Group is the University of Michigan.

Group Health Plan means the medical benefits plan provided by the University of Michigan.

Hospital is a state-licensed, Acute Care Facility that provides continuous, 24-hour inpatient medical, surgical or obstetrical care. The term "Hospital" does not include a Facility that is primarily a nursing care Facility, rest home, home for the aged or a Facility to treat substance use, psychiatric disorders or pulmonary tuberculosis.

Inpatient is a hospital admission when you occupy a hospital bed while receiving hospital care including room and board and general nursing care any may occur after a period of Observation Care.

Level 1 refers to benefits for services provided by the Member's Primary Care Physician or referred by the PCP and performed by a Participating Provider.

Level 2 refers to benefits for services provided by any Provider outside of the GradCare Service Area as part of an approved off-site academic course of study or other field placement.

Level 3 refers to benefits for services provided by a Provider outside the GradCare Service Area

without a referral from the Member's Primary Care Physician when a Member is traveling temporarily outside the GradCare Service Area (e.g., during a school break.) Member is responsible for any Balance Billed amounts billed by the Provider that exceed the Approved Amount.

Medical Director (when used in this document) means BCN's Chief Medical Officer ("CMO") or a designated representative.

Medical Episode is an acute incidence of illness or symptoms which is distinct from the Member's usual state of health, and has a defined beginning and end. It may be related to an illness but is distinctly separate. (Example: A Member may have Chronic arthritis of the knee but may have an acute flare-up which makes the Member unable to walk at all. The acute flare-up would have a distinct beginning and would run a distinct length of time, finally reverting to the Chronic state.)

Medical Necessity or Medically Necessary services are health care services provided to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- Rendered in accordance with generally accepted standard of medical practice (standards that are based on credible scientific evidence published in peer-review medical literature generally recognized by the relevant medical community, physician or provider society; recommendations and the views of physicians or providers practicing in relevant clinical areas and any other relevant factors);
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the member's illness, injury or disease;
- Not primarily for the convenience of the Member or health care provider;
- Not regarded as experimental by BCN; and
- In accordance with BCN Utilization Management Criteria for Mental Health and Substance Use Disorders

Member (or you) means the eligible individual entitled, under the terms of the Group Health Plan to receive Coverage.

Mental Health Provider is duly licensed and qualified to provide Mental Health Services in a Hospital or other Facility in the state where treatment is received. Mental Health Services require Preauthorization.

Non-Participating or Non-Participating Provider means an individual provider, Facility, or other health care entity, which is not employed by or under contract with BCN. Unless the specific service is Preauthorized as required under this Certificate of Coverage, the service will not be payable by BCN. You may be billed by the Non-Participating Provider and will be responsible for the entire cost of the service.

Observation Care consists of clinically appropriate services that include testing and/or treatment, assessment, and reassessment provided before a decision can be made whether you will require further services in the hospital, or may be safely discharged from the hospital setting. Your care may be considered Observation Care even if you spend the night in the Hospital.

Open Enrollment Period is a period of time set each year by the Group Health Plan when you may enroll in or disenroll from the Group's sponsored Coverage options.

Participating Provider is an individual, Facility or other health care entity, which is employed by BCN or has contracted with BCN to provide you with Covered Services and has agreed not to seek payment from you for Covered Services except for permissible Copayment, if applicable.

Patient Protection Affordable Care Act (“PPACA”) also known as the Affordable Care Act, is the landmark health reform legislation passed by the 111th Congress and signed into law by President Barack Obama in March 2010.

PCP Referral is the process by which the Primary Care Physician directs you to a Referral Physician prior to a specified service or treatment plan. The PCP coordinates the Referral and any necessary BCN authorization.

Preauthorization, Prior Authorization or Preauthorized Service is health care Coverage described in this Certificate of Coverage and authorized or approved by your Primary Care Physician (PCP) and/or BCN prior to obtaining the care or service except in an Emergency. Preauthorization is not a guarantee of payment.

Primary Care Physician (PCP) is a Level 1 Participating Provider who you choose to provide or coordinate all your medical health care, including specialty and Hospital care. The Primary Care Physician is appropriately licensed in one of the following medical fields:

- Family Practice
- General Practice
- Internal Medicine
- Pediatrics

Professional Services are Services performed by licensed practitioners for Covered Services based on their scope of practice. Types of practitioners include but are not limited to:

- Doctor of Medicine (MD)
- Doctor of Osteopathic Medicine (DO)
- Doctor of Podiatric Medicine (DPM)
- Doctor of Chiropractic (DC)
- Physician Assistant (PA)
- Certified Nurse Practitioner (CNP)
- Licensed Psychologist (LP)
- Limited Licensed Psychologist (LLP)
- Licensed Professional Counselor (LPC)
- Licensed Master Social Worker (LMSW)
- Licensed Marriage and Family Therapist (LMFT)
- Certified Nurse Midwife (CNM)
- Board Certified Behavior Analyst (BCBA)

Referral Physician is a provider to whom you are referred by a Primary Care Physician.

Registered Member is a Member who is outside of the GradCare Service Area as part of the approved off-site academic course of study or other field placement and has completed an Out of Area Academic Study/Field Placement Registration Form that has been accepted by Blue Care Network.

Rehabilitation Services are health care Services that help a person keep, get back or improve skills and functions for daily living that have been lost or impaired because a person was sick, hurt or disabled.

Rescission is the retroactive termination of a contract due to fraud or intentional misrepresentation of material fact.

Respite Care is temporary care provided to you in a nursing home, hospice Inpatient Facility, or Hospital so that your family member, friend or care giver can rest or take some time off from caring for you.

Rider describes any changes (additions, modifications, deletions, or revisions) to the Certificate of Coverage that is requested by the Group and Group Health Plan. A Rider may apply a Copay, Deductible, Coinsurance or Out-of-Pocket Maximum to select Covered Services. When there is a conflict between the Certificate of Coverage and the Rider, the Rider takes precedence.

Routine means non-urgent, non-emergent, non-symptomatic medical care provided for disease prevention.

Service is any surgery, care, treatment, supplies, devices, drugs or equipment given by a healthcare provider to diagnose or treat disease, injury or condition of pregnancy

Service Area is the geographic area made up counties or parts of counties, where we have been authorized by the state of Michigan to market and sell our health plans and where the majority of our Participating Providers are located.

Skilled Care means services that:

- Require the skills of qualified technical or professional health personnel such as registered nurses, physical therapists, occupational therapists, and speech pathologists, and/or must be provided directly by or under the general supervision of these skilled nursing or skilled rehabilitation personnel to assure the safety of the Member and to achieve the medically desired result, and
- Are ordered by the attending physician; and
- Are Medically Necessary according to generally accepted medical standards

Examples include, but are not limited to, intravenous medication administration, complex wound care, and rehabilitation services. Skilled Care does not include private duty or hourly nursing, respite care, or other supportive or personal care services such as administration of routine medications, eye drops and ointments.

Skilled Nursing Facility is a state-licensed and certified nursing home that provides continuous skilled nursing and other health care services by or under the supervision of a physician and a registered nurse.

Subscriber is the eligible individual who has enrolled for health care Coverage with BCN. This person's employment is the basis for Coverage eligibility. This person is also referred to as the

“Member”.

Urgent Care Center is a Facility that provides services that are a result of an unforeseen sickness, illness, injury, or the onset of Acute or severe symptoms. Urgent Care Centers are not same as a Hospital Emergency department or doctor’s offices.

Your Benefits is Chapter 2 that provides a detailed description of Coverage, including exclusions and limitations.

Table of Contents

<i>Topic</i>	<i>Page</i>
Definitions	
CHAPTER 1 - GENERAL PROVISIONS.....	1
SECTION 1: ELIGIBILITY, ENROLLMENT & EFFECTIVE DATE OF COVERAGE.....	1
1.1 Eligibility.....	1
1.2 Additional Eligibility of Guidelines.....	1
SECTION 2: OTHER PARTY LIABILITY.....	2
2.1 Nonduplication.....	2
2.2 Workers' Compensation Claims and No-Fault Auto.....	3
2.3 Coordination of Benefits (COB).....	3
2.4 Subrogation and Reimbursement.....	3
SECTION 3: MEMBER RIGHTS AND RESPONSIBILITIES.....	5
3.1 Confidentiality of Health Care Records.....	5
3.2 Inspection of Medical Records.....	5
3.3 Primary Care Physician.....	5
3.4 Refusal to Accept Treatment.....	6
3.5 Complaint and Grievance Procedure.....	6
3.6 Additional Member Responsibilities.....	6
SECTION 4: FORMS, IDENTIFICATION CARDS, RECORDS AND CLAIMS.....	7
4.1 Forms and Enrollment.....	7
4.2 Identification Card.....	7
4.3 Misuse of Identification Card.....	7
4.4 Enrollment Records.....	7
4.5 Authorization to Receive Information.....	7
4.6 Member Reimbursement.....	8
SECTION 5: TERMINATION OF COVERAGE.....	8
5.1 Termination of Coverage.....	8
5.2 Termination for Nonpayment.....	8
5.3 Termination of a Member's Coverage.....	8
5.4 Extension of Benefits.....	9
SECTION 6: CONVERSION AND CONTINUATION COVERAGE.....	10
6.1 Loss Because of Eligibility Change.....	10
6.2 COBRA Coverage.....	10
SECTION 7: GENERAL PROVISIONS.....	11
7.1 Notice.....	11
7.2 Change of Address.....	11
7.3 Headings.....	11
7.4 Execution of Contract of Coverage.....	11
7.5 Assignment.....	11

7.6	BCN	11
7.7	Litigation.....	11
7.8	Reliance on Verbal Communications and Waiver by Agents	12
7.9	RidersRider	12
7.10	Major Disasters	12
7.11	Obtaining Additional Information	12
7.12	Right to Interpret Contract.....	13
7.13	Out of Area Services.....	13

CHAPTER 2 - YOUR BENEFITS 15

SECTION 8: YOUR BENEFITS..... 15

8.1	Out-of-Pocket.....	16
8.2	Professional (Physician) Services (Other Than Mental Health and Substance Use) ..	17
8.3	Continuity of Care for Professional Services.....	19
8.4	Inpatient Hospital Services.....	20
8.5	Outpatient Services.....	22
8.6	Emergency Care	23
8.7	Ambulance	24
8.8	Preventive and Early Detection Services	26
8.9	Reproductive Care and Family Planning Services	28
8.10	Skilled Nursing Facility Services	31
8.11	Home Health Care Services.....	31
8.12	Hospice Care	32
8.13	Home Infusion Therapy Services	33
8.14	Mental Health Care/Autism Spectrum Disorder	33
8.15	Substance Use Disorder Services/Chemical Dependency.....	38
8.16	Outpatient Rehabilitation.....	40
8.17	Diabetic Supplies and Durable Medical Equipment.....	42
8.18	Prosthetics and Orthotics	44
8.19	Organ and Tissue Transplants.....	45
8.20	Reconstructive Surgery.....	46
8.21	Oral Surgery	46
8.22	Temporomandibular Joint Syndrome (TMJ) Treatment.....	47
8.23	Orthognathic Surgery	48
8.24	Weight Reduction Procedures	49
8.25	Transgender Care.....	49
8.26	Hearing Aids	50
8.27	Prescription Drugs and Supplies.....	50
8.28	Clinical Trials	52

SECTION 9: EXCLUSIONS AND LIMITATIONS 55

9.1	Facility Admission Prior to Effective Date.....	55
9.2	Services That Are Not Medically Necessary	55
9.3	Non covered Services	55
9.4	Cosmetic Surgery.....	55
9.5	Prescription Drugs.....	56
9.6	Military Care.....	56
9.7	Custodial Care	56

9.8	Comfort and Convenience Items.....	56
9.9	Mental Health/Substance Use Disorder	56
9.10	Court Related Services	57
9.11	Elective Procedures	57
9.12	Dental Services.....	57
9.13	Services Covered Through Other Programs	58
9.14	Alternate Services	58
9.15	Vision Services	58

CHAPTER 1 - GENERAL PROVISIONS

Section 1: Eligibility, Enrollment & Effective Date of Coverage

All Subscribers must meet eligibility requirements set by BCN and the University of Michigan.

All Members must live in the Service Area unless stated otherwise in this chapter.

1.1 Eligibility

University of Michigan is responsible for determining eligibility. BCN does not make eligibility determinations, but updates its files to record eligibility information provided by the University of Michigan. Please contact the University of Michigan Benefits Office for eligibility information.

1.2 Additional Eligibility of Guidelines

The following guidelines apply to all GradCare Members:

- **Medicare:** If you are not an active employee and become eligible to enroll in Medicare, you are eligible to enroll in only the amended U-M Premier Care Plan that coordinates coverage with Medicare. If you are not an active employee, you or your Family Dependent must enroll in and maintain both Medicare Part A and Medicare Part B when you are eligible. Except as otherwise provided by applicable law, Benefits for Members eligible for Medicare coverage are not duplicated. If Medicare is the primary payor or would be the primary payor if you or your Family Dependent enrolled in Medicare, your Benefits will be reduced accordingly.
- **Out of Service Area:** A Family Dependent choosing to register for out of service area coverage must reside outside of the following counties for at least three consecutive months: Genesee, Ingham, Jackson, Lapeer, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw or Wayne. In addition, for coverage, Family Dependents are required to receive services within 50 miles of the out of service area address registered with BCN. For additional information on registration procedures, please call BCN Customer Service at number listed in the Member Handbook or on the ID Card.

This does not change any other conditions of Coverage described in the Certificate of Coverage. For example, health care services are Covered Services only if and to the extent they are:

- Medically Necessary, as determined by BCN; and
- Listed in Section 8 (Your Benefits) of the Certificate of Coverage; and
- Not limited or excluded under Section 9 (Exclusions and Limitations).

Certain services are Covered Services only if they are Preauthorized by BCN. Family Dependents may receive information about which services require authorization by contacting BCN Customer Service at the number listed in the Member Handbook or on the ID Card.

A Family Dependent must notify BCN before receiving any services from a non-Contracted provider that require prior authorization. A Family Dependent who does not receive prior authorization from BCN when required under this Certificate of Coverage will be responsible for payment in full (100%) of the cost of those services.

The following Family Dependents are not covered:

- Family Dependents who are outside of the service area for vacation
 - Family Dependents who reside outside the service area to attend school for less than one semester, or less than three (3) months
 - Family Dependents who are not students and reside outside the Premier Care Provider Network 1 area for less than three (3) months
 - Individuals who misrepresent that they are residing out of the Service Area are not covered
 - Family Dependents who are not residents of the United States (or the portion of Canada within 50 miles of the Service Area)
- **Change of Status:** You agree to notify Group Health Plan within 30 days of any change in eligibility status of you or any Family Dependents. When you are no longer eligible for Coverage, you are responsible for payment for any services or benefits unless the services are covered under other health benefit plan or insurance.
 - **If you were admitted to a hospital or skilled nursing facility** prior to the effective date of this Certificate of Coverage you will be covered for inpatient care on the effective date of Coverage only if:
 - You have no continuing coverage under any other health benefits contract, program or insurance;
 - BCN authorizes inpatient care as Medically Necessary upon notification of admission; and
 - Your medical management is transferred to your BCN Primary Care Physician before or on the effective date.

Section 2: Other Party Liability

BCN does not pay claims or coordinate benefits for services that:

- Are not provided or Preauthorized by BCN and a Primary Care Physician; or
- Are not Covered Services under this Certificate of Coverage.

It is your responsibility to provide complete and accurate information requested by us in order to administer Section 2. Failure to provide requested information, including information about other Coverage, may result in denial of claims.

2.1 *Nonduplication*

- BCN Coverage provides you with benefits for health care services as described in this Certificate of Coverage.
- BCN does not duplicate benefits or pay more for Covered Services than the actual fees. This includes no duplicate benefits paid for no-fault auto related claims.
- Coverage described in this Certificate of Coverage will be reduced to the extent that the services are available or payable by other health plans or policies under which you may be

covered, whether or not you make a claim for the payment under such health plan or policy.

2.2 Workers' Compensation Claims and No-Fault Auto

- Benefits under this Benefits Document exclude services and treatment for any work related injury to the extent that benefits are paid or payable under any workers' compensation program or other similar program. Where services are provided by Group Health Plan, Group Health Plan is assigned the Member's rights to seek reimbursement from the other program or insurer.
- Benefits under this Certificate of Coverage will not be reduced because of the existence of coverage under a Member's coordinated no-fault automobile policy. The Health Plan will assume primary liability for services that are available under this Certificate of Coverage in accordance with Certificate of Coverage's terms and conditions if the Member has purchased a coordinated no-fault policy. If the Member has coverage through a non-coordinated no-fault policy, the Group Health Plan will not assume primary liability and will pay as a Secondary Plan.

2.3 Coordination of Benefits (COB)

We coordinate Benefits payable under this Certificate of Coverage per Michigan's Coordination of Benefits Act.

When you have coverage under a Certificate of Coverage or policy that does not contain a coordination of benefits provision, that policy will pay first as the Primary Plan. This means benefits under the other coverage will be determined before the benefits of your BCN Coverage.

After those benefits are determined, the University of Michigan's benefits and the benefits of the other plan will be coordinated to provide 100% coverage whenever possible for services covered partly or totally under either plan. In no case will payments be more than the amounts to which providers or you as a Member are entitled.

2.4 Subrogation and Reimbursement

Subrogation is the assertion by BCN of your right, or the rights of your dependents or representatives, to make a legal claim against or to receive money or other valuable consideration from another person, insurance company or organization.

Reimbursement means the right of BCN to make a claim against you, your dependents or representatives if you or they have received funds or other valuable consideration from another party responsible for benefits paid by BCN.

Definitions: The following terms are used in this section and have the following meanings.

"Claim for Damages" means a lawsuit or demand against another person or organization for compensation for an injury to a person when the injured party seeks recovery for the medical expenses.

"Collateral Source Rule" is a legal doctrine that requires the judge in a personal injury lawsuit to

reduce the amount of payment awarded to the plaintiff by the amount of benefits BCN paid on behalf of the injured person.

"**Common Fund Doctrine**" is a legal doctrine that requires BCN to reduce the amount received through subrogation by a pro rata share of the plaintiff's court costs and attorney fees.

"**First Priority Security Interest**" means the right to be paid before any other person from any money or other valuable consideration recovered by:

- ◆ Judgment or settlement of a legal action
- ◆ Settlement not due to legal action
- ◆ Undisputed payment

"**Lien**" means a first priority security interest in any money or other valuable consideration recovered by judgment, settlement or otherwise up to the amount of benefits, costs and legal fees BCN paid as a result of plaintiff's injuries.

"**Made Whole Doctrine**" is a legal doctrine that requires a plaintiff in a lawsuit to be fully compensated for his or her damages before any Subrogation Liens may be paid.

"**Other Equitable Distribution Principles**" means any legal or equitable doctrines, rules, laws or statutes that may reduce or eliminate all or part of BCN's claim of Subrogation.

"**Plaintiff**" means a person who brings the lawsuit or claim for damages. The plaintiff may be the injured party or a representative of the injured party.

Your Responsibilities

In certain cases, BCN may have paid for health care services for you or other Members on the Contract, which should have been paid by another person, insurance company or organization. In these cases:

- You assign to us your right to recover what BCN paid for your medical expenses for the purpose of subrogation. You grant BCN a Lien or Right of Recovery.
Reimbursement on any money or other valuable consideration you receive through a judgment, settlement or otherwise regardless of 1) who holds the money or other valuable consideration or where it is held, 2) whether the money or other valuable consideration is designated as economic or non-economic damages, and 3) whether the recovery is partial or complete.
- You agree to inform BCN when your medical expenses should have been paid by another party but was not due to some act or omission.
- You agree to inform BCN when you hire an attorney to represent you, and to inform your attorney of BCN's right and your obligations under this Certificate of Coverage.
- You must do whatever is reasonably necessary to help BCN recover the money paid to treat the injury that caused you to claim damages for personal injury.
- You must not settle a personal injury claim without first obtaining a written consent from BCN if payment was made for the treatment you received for that injury.
- You agree to cooperate with BCN in the efforts to recover money paid on your behalf.

- You acknowledge and agree that this Certificate of Coverage supersedes any Made Whole Doctrine, Collateral Source Rule, Common Fund Doctrine or other Equitable Distribution Principles.

Section 3: Member Rights and Responsibilities

3.1 Confidentiality of Health Care Records

Your health care records will be kept confidential by BCN, its agents and the providers who treat you.

You agree to permit providers to release information to BCN. This can include medical records and claims information related to services you may receive or have received.

BCN agrees to keep this information confidential, and to ensure that BCN also maintains the confidentiality. This information will be used and disclosed only as authorized or required by law.

It is your responsibility to cooperate with BCN by providing health history information and helping to obtain prior medical records at the request of either BCN.

3.2 Inspection of Medical Records

You have access to your own medical records or those of your minor children or wards at your provider's office during regular office hours. In some cases, access to records of a minor without the minor's consent may be limited by law or applicable policy.

3.3 Primary Care Physician

You are required to select a Primary Care Physician (PCP). You have the right to designate any Primary Care Physician who is a Participating Physician and who is able to accept you or your family members.

For children under the age of 18 (“Minors”), you may designate a Participating pediatrician as the PCP if the Participating pediatrician is available to accept the child as a patient. Alternatively, the parent or guardian of a Minor may select a Participating family practitioner or general practitioner as the Minor’s PCP, and may access a Participating pediatrician for general pediatric services for the Minor (hereinafter “Pediatric Services”). No PCP Referral is required for a Minor to receive pediatric services from the Participating pediatrician.

You do not need Preauthorization from BCN or from any other person, including your PCP, in order to obtain access to obstetrical or gynecological care from a Participating Provider who specializes in obstetric and gynecologic care. The Participating specialist, however, may be required to comply with certain BCN procedures, including obtaining Preauthorization for certain services, following a pre-approved treatment plan, or procedures for making Referrals. The female Member retains the right to receive the obstetrical and/or gynecological services directly from her PCP.

For information on how to select a PCP, and for a current list of Participating PCPs, Participating

pediatricians and Participating health care professionals who specialize in obstetrics and gynecology contact Customer Service at the number provided on the back of your ID Card. You can also find this information at bcbsm.com.

If after reasonable efforts, you and the PCP are unable to establish and maintain a satisfactory physician-patient relationship, you may be transferred to another PCP. If a satisfactory physician-patient relationship cannot be established and maintained, you may be asked to disenroll upon 30 days written advance notice; all Dependent Family Members will also be required to disenroll from Coverage. (See Section 5.3)

3.4 Refusal to Accept Treatment

You have the right to refuse treatment or procedures recommended by Participating Providers for personal or religious reasons. However, your decision could adversely affect the relationship between you and your physician, and the ability of your physician to provide appropriate care for you.

If you refuse the treatment recommended, and the Participating Provider believes that no other medically acceptable treatment is appropriate, the Participating Provider will notify you. If you still refuse the treatment or request procedures or treatment that BCN and/or the Participating Provider regard as medically or professionally inappropriate, treatment of the condition or complications caused by failure to follow the recommendations of the Participating Provider will no longer be payable under Coverage and this Certificate of Coverage.

3.5 Complaint and Grievance Procedure

If you have a complaint or grievance regarding any aspect of the services received, you must follow the Group Health Plan grievance procedure. This is a two-step internal process that is explained in your Member Handbook. You also may obtain a copy at any time by contacting BCN at the number provided on your ID card. You have two years from the date of discovery of a problem to file the grievance or appeal a decision.

3.6 Additional Member Responsibilities

You have the responsibility to do the following.

- Read the Member Handbook, this Certificate of Coverage and all Group Health Plan documents, and call Customer Service for any questions.
- Comply with the plans and instructions for care that you have agreed on with your practitioners.
- Provide, to the extent possible, complete and accurate information that BCN, BCN and Participating Providers need in order to provide you with care.
- Make and keep appointments for non-emergent medical care. You must call the doctor's office if you need to cancel an appointment.
- Participate in the medical decisions regarding your health.
- Participate in understanding your health problems and developing mutually agreed upon treatment goals.
- Comply with the terms and conditions of the Coverage provided by Group Health Plan.

Section 4: Forms, Identification Cards, Records and Claims

4.1 Forms and Enrollment

You must complete and submit any enrollment form or other forms that, as applicable, Group Health Plan, or BCN requests. You warrant that any information you submit is true, correct and complete.

The submission of false or misleading information to Group Health Plan or BCN in connection with Coverage is cause for Rescission of your contract within 30 days written advance notice. You have the right to appeal the decision to Rescind your Coverage by following the Complaint and Grievance procedure or by contacting Customer Service.

4.2 Identification Card

You will receive a BCN identification card. You must present this card whenever you receive or seek services from a provider. This card is the property of BCN and its return may be requested at any time.

To be entitled to Coverage, the person using the card must be the Member on whose behalf Group or Group Health Plan have agreed to provide benefits. If a person is not entitled to receive services, the person must pay for the services received.

If you have not received your card or your card is lost or stolen, please contact Customer Service immediately by calling the number provided in the Member Handbook. Information regarding how to obtain a new ID card is also available at bcbsm.com.

4.3 Misuse of Identification Card

BCN may confiscate your ID card and may terminate Coverage if you misuse your ID card by doing any of the following.

- Permit any other person to use your card.
- Attempt to or defraud BCN.

4.4 Enrollment Records

- Enrollment records will be maintained by BCN as provided by Group Health Plan.
- Coverage will not be available unless information is submitted to us in a satisfactory format by you or the Group Health Plan.
- You are responsible for correcting any inaccurate information provided to Group Health Plan, or BCN. If you intentionally fail to correct inaccurate information, you will be responsible to reimburse BCN for any service paid based on the incorrect information.

4.5 Authorization to Receive Information

By accepting Coverage described under this Certificate of Coverage, you agree that:

- BCN may obtain any information from providers in connection with Coverage;
- BCN may disclose any of your medical information to your PCP or other treating

- physicians as permitted by law; and
- BCN may copy records related to your care.

4.6 Member Reimbursement

Your Coverage is designed to avoid the requirement that you pay a provider for Covered Services other than Copayment and/or Deductible when applicable. If, however, circumstances require you to pay a provider, BCN will reimburse you for those Covered Services if you provide written proof of the payment within 12 months of the date of service.

Additional information regarding the process for submitting a claim for reimbursement and the Reimbursement Form are included in the Member Handbook.

NOTE: Claims submitted more than 12 months after the date of service will not be reimbursed by BCN.

Section 5: Termination of Coverage

5.1 Termination of Coverage

Coverage described in this Certificate of Coverage will continue in effect for the period of time the ASC remains in effect. The ASC and Coverage continue from year to year, subject to the rights of Group, Group Health Plan and BCN to terminate the ASC. Benefits for all members of the group will terminate on the date the Certificate of Coverage terminates as permitted by law.

5.2 Termination for Nonpayment

Nonpayment by Group

- If the Group fails to reimburse BCN according to the terms of the ASC, BCN may terminate the ASC.
- If the ASC is terminated for nonpayment, any services received by you after the date of termination and paid by BCN will be charged to you and to the Group as permitted by law.

Nonpayment of Member Copayment and Deductible

BCN may terminate Coverage under the following conditions:

- If you fail to pay Copayments or other fees within 90 days of their due date; or
- If you do not make or comply with acceptable payment arrangements with the Participating Provider to correct the situation.

The termination will be effective upon 60 days' notice by BCN.

5.3 Termination of a Member's Coverage

Termination

Coverage may also be terminated for any of the reasons listed below. Such termination is subject to notice and grievance rights required by law:

- a) You no longer meet eligibility requirements.
 - b) Coverage is cancelled for nonpayment.
 - c) You misuse your Coverage
 - a. Misuse includes illegal or improper use of your Coverage such as:
 - i. Allowing an ineligible person to use your Coverage
 - ii. Requesting payment for services you did not receive
 - d) You fail to repay the Group Health Plan for payments we made for services that were not a benefit under this Certificate, subject to your rights under the appeal process
 - e) You are satisfying a civil judgment in a case involving BCN
 - f) You are repaying the Group Health Plan funds you received illegally
 - g) You are serving a criminal sentence for defrauding BCN
 - h) Your group changes to a non-BCN health plan
 - i) The Group Health Plan no longer offers this coverage
- j) Rescission: If you commit fraud that in any way affects your Coverage or make an intentional misrepresentation of a material fact to obtain, maintain or that otherwise affects your Coverage, we will consider you in breach of contract and, upon 30 days written advance notice your membership may be Rescinded. Once we notify you that we are rescinding your Coverage, we may hold or reject claims during this 30-day period. In some circumstances, fraud or intentional misrepresentation of a material fact may include:
- Misuse of the BCN ID card (Section 4.3);
 - Intentional misuse of the BCN system; or
 - Knowingly providing inaccurate information regarding eligibility

You have the right to appeal our decision to Rescind your Coverage by following the BCN complaint and grievance procedure. You can find this procedure in your Certificate of Coverage, on our website at bcbsm.com or you can contact Customer Service who will provide you with a copy.

5.4 Extension of Benefits

Your rights to BCN benefits end on the termination date except:

- Benefits will be extended for a Preauthorized Inpatient admission that began prior to the termination date. Coverage is limited to Facility charges; professional claims are not payable after the termination date.

As noted in Section 1, Benefits are only provided when Members are eligible and covered under this Certificate of Coverage. However, as permitted by law, this extension of Benefits will continue only for the condition being treated on the termination date, and only until any one of the following occurs:

- You are discharged;
- Your benefits exhausted prior to the end of the contract; or
- You become eligible for other coverage.

Section 6: Conversion and Continuation Coverage

6.1 Loss Because of Eligibility Change

If you continue to be entitled to receive benefits under the Group Health Plan, but no longer meet BCN Coverage eligibility requirements as described in this Certificate of Coverage under Section 1, you must transfer to an alternate benefit program offered by Group Health Plan, if any. If no alternate benefit program is available, or if you are unable to meet any alternate benefit program eligibility requirements, you may apply for non-group coverage through Blue Cross Blue Shield of Michigan or Blue Care Network of Michigan, Inc. Please contact BCN customer service to obtain additional information.

6.2 COBRA Coverage

If you no longer meet the eligibility requirements as described under Section 1 of this Certificate of Coverage, you may be able to continue Coverage at your own expense under federal law known as COBRA (Consolidated Omnibus Budget Reconciliation Act). Most employers with 20 or more employees are required by federal law to offer this coverage (continuation coverage). The employer is the administrator of its COBRA plan. If you have questions, you should contact the University of Michigan Benefits Office.

NOTE: Employers under 20 employees, church-related groups and federal employee groups are exempt from COBRA.

As the University of Michigan is required by COBRA to offer qualified beneficiaries as defined under the federal COBRA law the option of purchasing continuation coverage, you will need to be aware of the following conditions:

1. You may apply and pay for group continuation coverage directly to the University of Michigan, but you must do so within the time limits allowed by law. You must also comply with other requirements of federal law.
2. This coverage may continue for up to 18, 29 or 36 months, depending on the reason for your initial ineligibility.
 - You are considered a Group Member for all purposes, including termination for cause; however, events that would otherwise result in loss of eligibility are waived to the extent that the federal law specifically allows continuation.
 - Continuation coverage and all benefits cease automatically for a Group Member under any of the following:
 - The period allowed by law expires.
 - The University of Michigan no longer includes BCN Coverage as a part of its Group Health.
 - Member begins coverage under any other benefit program or health coverage plan (with some exceptions).
 - After electing COBRA continuation, Member becomes eligible for Medicare.
 - Member fails to pay for Coverage fully and on time.

Section 7: General Provisions

7.1 Notice

Any notice that BCN is required to give to you will be

- In writing;
- Delivered personally or sent by U.S. Mail; and
- Addressed to your last address provided to BCN.

7.2 Change of Address

You must notify the University of Michigan immediately if your address changes. You must live in the Service Area at least 8 months out of each calendar year. (See Section 1)

7.3 Headings

The titles and headings in this Certificate of Coverage are not intended as the final description of your Coverage. They are intended to make your Certificate of Coverage easier to read and understand.

7.4 Execution of Contract of Coverage

By accepting any benefit under this Certificate of Coverage, you indicate your agreement to all terms, conditions, and provisions of Coverage as described in this Certificate of Coverage.

7.5 Assignment

The Coverage is for your personal benefit. Coverage cannot be transferred or assigned to another person.

If you try to assign Coverage to another person, all rights will be automatically terminated. BCN will pay providers only in accordance with provisions of this Certificate of Coverage.

7.6 BCN

BCN may adopt reasonable policies, procedures, rules and interpretations in order to administer this Certificate of Coverage.

7.7 Litigation

- You may not bring any action or lawsuit under this Certificate of Coverage unless you give BCN 30 days advance notice.
- You may not bring any action or lawsuit against BCN under this Certificate of Coverage more than two years after a claim has arisen.
- Prior to bringing any action or lawsuit against BCN with respect to your Coverage, we encourage you to go through the Member grievance process.

7.8 Reliance on Verbal Communications and Waiver by Agents

Verbal verification of your eligibility for Coverage or availability of benefits is not a guarantee of payment of claims. All claims are subject to a review of the diagnosis reported, Medical Necessity verification, and the availability of Coverage at the time the claim is processed, as well as to the conditions, limitations, exclusions, maximums, Copayment, and Deductible under Coverage.

No agent or any other person, except individuals so designated by Group Health Plan, has the authority to do any of the following:

- Waive any conditions or restrictions of Coverage.
- Extend the time for making payment.

No agent or any other person except a senior executive officer of BCN has the authority to bind BCN by making promises or representations, or by giving or receiving any information.

7.9 Riders

Coverage is subject to amendment, modification or termination in accordance with the terms of the Group Health Plan.

Such changes must be made in accordance with the terms of the ASC or by mutual agreement between the Group, Group Health Plan and BCN.

7.10 Major Disasters

In the event of major disaster, epidemic or other circumstances beyond the control of BCN, BCN will attempt to perform Covered Services insofar as it is practical, according to BCN's best judgment and within any limitations of facilities and personnel that exist.

If facilities and personnel are not available, causing delay or lack of services, BCN will be excused from performing services in support of Coverage so long as the circumstances continue.

Such circumstances include:

- Complete or partial disruption of facilities;
- Disability of a significant part of facility, BCN or BCN personnel; etc.
- War;
- Riot;
- Civil insurrection; or
- Labor disputes not within the control of BCN.

7.11 Obtaining Additional Information

The following information is available to you by calling Customer Service at 1-800-658-8878.

- The current provider network in your Service Area;
- The professional credentials of the health care providers who are Participating Providers, including Participating Providers who are board certified in the specialty of pain medicine and the evaluation and treatment of intractable pain;

- The names of participating hospitals where individual participating physicians have privileges for treatment;
- How to contact the appropriate Michigan agency to obtain information about complaints or disciplinary actions against a health care provider; and
- Information about the financial relationships between BCN and a Participating Provider

NOTE: Some of this information is also available at bcbsm.com.

7.12 Right to Interpret Contract

During claims processing and internal grievances, BCN reserves the right to interpret and administer the terms of this Certificate of Coverage and any Riders to this Document. BCN's final adverse decisions regarding claims processing and grievances are subject to your right to appeal.

7.13 Out of Area Services

Services under this Certificate of Coverage are covered only in the designated Service Area. Services received outside of Michigan will be administered through BlueCard, a Blue Cross® Blue Shield® Association program.

Definitions

BlueCard Participating Provider is a provider who participates with the Host Plan.

BlueCard Program is a program that allows BCN to process claims incurred in other states through the Host Plan, subject to Blue Cross® and Blue Shield® Association policies.

Designated Payment Level is the amount used to calculate your BCN Copayment under the BlueCard Program is as follows:

The amount is the lesser of:

- The provider's billed charges for Covered Services; or
- The amount based on such factors as agreements with the Host Plan's provider community or historical average reimbursement levels.

NOTE: BlueCard Program policies permit Host Plans to adjust negotiated prices going forward to correct overestimation or underestimation of past prices. However, the Designated Payment Level used to calculate your Copayment as stated in your Certificate of Coverage or Riders is considered final price.

Some state laws require that a special calculation be applied to determine the Host Plan's payment. In such instances, the Designated Payment Level will reflect any statutory requirements in effect at the time you receive care.

Host Plan is a Blue Cross® Blue Shield® Plan outside of Michigan that participates in the BlueCard Program and processes claims for services that you receive in that state.

How Services are Paid

If you receive Covered Services in another state from a BlueCard Participating Provider, the Host Plan will pay the provider the amount required under its contract with the provider less any Deductible and Copayment required under your Certificate of Coverage or Riders. After the Host Plan pays the provider, BCN reimburses the Host Plan the amount required under the BlueCard Program as provided for in the Designated Payment Level, described above.

If the provider is not a BlueCard Participating Provider, we will pay for the services as described in the Emergency Services section in Chapter 2 of this Certificate of Coverage.

What You Must Pay

As a general rule, if your Covered Benefits include a Deductible, you will be responsible for payment of applicable Deductible for Covered Services at the time those services are received.

If your Covered Benefits include a Copayment, your Copayment for Covered Services processed under the BlueCard Program will be calculated using the Designated Payment Level.

NOTE: Your Deductible and Copayment requirements are based on your Certificate of Coverage and Riders and remain the same regardless of which Host Plan processes your claims for services.

Exclusions and Limitations

BlueCard does not apply if:

- The services are not a benefit under this Certificate of Coverage.
- The services performed by a vendor or provider who has a contract with BCN for those services.

Chapter 2 - Your Benefits

Section 8: Your Benefits

Important Information

This Certificate of Coverage provides you with important information about your health care Benefits including Preauthorization requirements. Any attached Rider(s) provides you with additional information about your Cost Sharing and Benefit Maximums when you receive health care Services. Read the entire Certificate of Coverage and all attached Riders carefully.

- Your health care benefits are provided as a part of the Group Health Plan. BCN has contracted with the University of Michigan and Group Health Plan to administer your Coverage.
- The services listed in this chapter are covered when services are provided in accordance with Coverage and, when required, are Preauthorized or approved by BCN.
- Services provided in accordance with the terms of this Certificate of Coverage are Covered Services only when they are Medically Necessary.
- Coverage is subject to the limitations and exclusions listed in this chapter.
- If you receive a service that we do not cover, you will be required to pay for that service.
- You are responsible for Copayment for many of the benefits listed.
- You are responsible for any amounts billed by Non-Participating Providers that exceed the Approved Amount when using Level 3 Services.
- If a deluxe item or equipment is requested when not Medically Necessary, the Approved Amount for the basic item may be applied toward the price of the deluxe item at the Member's option. You are responsible for any costs over the Approved Amount designated by BCN.
- A Referral or Preauthorization is not a guarantee of payment. All claims are subject to a review of the diagnosis reported, verification of Medical Necessity, the availability of Benefits at the time the claim is processed, as well as the conditions, limitations, exclusions, maximums, Coinsurance, Copayments and Deductible under your Certificate of Coverage and Riders.
- Additional programs and services, which include but are not limited to, disease management, prevention, wellness, and care management services defined in your Member Handbook, are Benefits available to Members in addition to those set forth in this Certificate of Coverage.
- For a list of Services that require Preauthorization, contact Customer Service at the number provided on the back of your BCN ID card.
- BCN will manage or may direct your care to a surgical or treatment setting for Select Services.
- You can find information about other Benefits as listed below, in the Member Handbook or at bcbsm.com

- Disease management
- Prevention
- Wellness
- Care management services

8.1 Out-of-Pocket Cost Sharing – Deductible, Copayment and Coinsurance Calculation

If you have a Coinsurance or Copayment for a particular Service as well as a Deductible, you will first be responsible for the payment of the Deductible. The Coinsurance or Copayment will be based on the remaining balance of the Approved Amount. BCN will be responsible to make payment to the provider only after the Deductible, Coinsurance, and Copayment have been paid.

Out-of-Pocket Maximum

The Out-of-Pocket Maximum is the most you will pay for Covered Services under this Certificate of Coverage per Calendar Year. The Out-of-Pocket Maximum includes your Level 1, Level 2 and Level 3 medical Cost Sharing. Once you reach the Out-of-Pocket Maximum, you do not pay for these services for the remainder of the Calendar Year with the following exceptions:

- Any Premium or contributions paid toward the Premium do not apply to the Out-of-Pocket Maximum.
- Charges paid by you in excess of the Approved Amount do not apply toward the Out-of-Pocket Maximum.
- Services that are not a Benefit under this Certificate of Coverage do not apply to the Out-of-Pocket Maximum.

The Out-of-Pocket Maximum for Level 1, Level 2 and Level 3 medical Cost Sharing is combined. Copays and Coinsurance amounts (excluding prescription drugs) paid for all Covered Services under this Certificate of Coverage apply towards the Out-of-Pocket Maximum.

Out-of-Pocket Maximum renews each Calendar Year and does not carry over to the next Calendar Year.

Out-of-Pocket Maximum

- \$3,000 per Member
- \$6,000 per Family

NOTE: Your prescription drug coverage is administered through a separate pharmacy benefit manager not affiliated with BCN. As a result, the Out-of-Pocket Maximum amount defined in above includes medical Cost Sharing only. It does not include prescription drug coverage Cost Sharing.

You have a separate Out-of-Pocket Maximum amount for prescription drug coverage Cost Sharing as defined by your Group. The medical and prescription drug coverage Out-of-Pocket Maximum does not exceed the maximum limit set annually by the Center for Medicare and Medicaid Services.

Level 1

When you receive services from your PCP and only use other providers as arranged by your PCP, total out-of-pocket expenses will be limited to the set dollar Copayment amounts listed in this Certificate of Coverage. When you receive services in Level 1, you will be responsible for payment of applicable Copayment at the time you receive the services. Payments for any service that is not covered by GradCare are entirely your responsibility. Payments for any unauthorized services requiring prior authorization or specialty care not referred by your PCP are also your responsibility.

Level 2

When you receive services from Providers outside of the GradCare Service Area and you registered your off-site study with BCN, total out-of-pocket expenses will be limited to the set dollar Copayment amounts listed in this Certificate of Coverage. When you receive services in Level 2, you will be responsible for payment of applicable Copayment at the time you receive the services. Payments for any service that are not covered by GradCare are entirely your responsibility. Payments for any unauthorized services requiring prior authorization are also your responsibility.

Level 3

When you are outside the GradCare Service Area on vacation or academic break, and you use a Provider without a referral from your Primary Care Physician, you will be responsible for the set dollar Copayment amount listed in this Certificate of Coverage plus any amount over the Approved Amount. Payments for any service that is not covered by GradCare are entirely your responsibility. Payments for any unauthorized services requiring prior authorization are also your responsibility.

Annual Copayment Maximum

You have an Annual Copayment Maximum. This maximum applies to all three levels combined for Outpatient Mental Health and Outpatient Substance Use office visits. The Copayment Maximum is the most you will pay toward Outpatient Mental Health and Substance Use office visits. Once you reach the maximum, you will not pay Copayments for the remainder of the year.

- \$700 per Member
- \$1,400 per Family (when 2 or more Members are covered under the same contract)

8.2 Professional (Physician) Services (Other Than Mental Health and Substance Use Disorder)

- a) **Office Visits** - provided by your Primary Care Physician, Participating OB/GYN for female Members when services are rendered in an outpatient office site including visits at hospital locations

Level 1 - \$25 Copayment for each office visit

Level 2 - \$25 Copayment for each office visit

Level 3 - \$25 Copayment for each office visit

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

Referral Physician

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - \$30 Copayment for each office visit

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

b) Maternity Care - including prenatal and postnatal visits provided by your Primary Care Physician or Participating OB/GYN

Level 1 - Covered in full

Level 2 - Covered in full

Level 3 - Covered in full

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

c) Home Visits - provided by a physician in the home or temporary residence. For additional home health care services, please refer to Section 8.12

Level 1 - Covered in full

Level 2 - Covered in full

Level 3 - Covered in full

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

d) Inpatient Professional Services - Physician services provided while the Member is in an Inpatient hospital or Skilled Nursing Facility are covered except for services listed in this Certificate of Coverage that have a specific Cost Sharing.

Level 1 - Covered in full

Level 2 - Covered in full for emergency admission only

- Not covered for non-emergent admissions

Level 3 - Covered for emergency admission only

- Not covered for non-emergent admissions
- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount.

e) Allergy Care - Allergy testing, evaluation, serum, and injection of allergy serum

Level 1 - \$30 Copayment may apply to each office visit per Member. Injections covered in full

Level 2 - \$30 Copayment may apply to each office visit per Member. Injections are covered in full

Level 3 - \$30 Copayment may apply to each office visit per Member

- Injections are covered up to the Approved Amount
- You are responsible for any amount billed by the Provider that exceeds the Approved Amount

8.3 Continuity of Care for Professional Services

Continuity of Care for Existing Members

When a contract terminates between BCN and Participating Provider (including your Primary Care Physician) who is actively treating you for a condition and under the circumstances listed below, the disaffiliated physician may continue treating you.

Physician Requirements

The Continuity of Care provisions apply only when 1) your physician notifies BCN of his or her agreement to accept the BCN Approved Amount as payment in full for the services provided 2) continues to meet BCN's quality standards and 3) agrees to adhere to the BCN medical and quality management policies and procedures.

It is the responsibility of the physician to notify you of his or her willingness to continue accepting payment from BCN for Covered Services within 15 days of the date the BCN contract ended.

Medical Conditions and Coverage Time Limits

- **Pregnancy Related:** If you are in your second or third trimester of pregnancy at the time of the treating physician's disaffiliation, services provided by your physician may continue through post-partum care (typically six weeks) for Covered Services directly related to your pregnancy.
- **Terminal Illness:** If you were diagnosed as terminally ill (with a life expectancy of six months or less) and were receiving treatment from the disaffiliated provider related to your illness prior to the BCN contract end, Coverage for services provided by your provider may continue for the ongoing course of treatment through death.
- **Life-threatening condition:** If you have a life-threatening disease or condition for which death is likely if the course of treatment is interrupted, coverage for Services provided by the disaffiliated provider may continue through the current period of active treatment or 90 calendar days from the time the provider's contract with BCN ended, whichever comes first.
- **Other Medical Conditions:** For Chronic (on-going) and Acute medical conditions (a disease or condition requiring complex on-going care such as chemotherapy, radiation therapy, surgical follow-up visits) when a course of treatment began prior to the treating physician's disaffiliation, Coverage for Services provided by the disaffiliated provider may continue through the current period of active treatment or 90 calendar days from the time the provider's contract with BCN ended, whichever comes first. The treating physician or health care

provider must attest that your condition would worsen or interfere with anticipated outcomes if your care were discontinued. Your Participating Primary Care Physician must coordinate all other Services in order for them to be Covered Services.

Coverage

If the former Participating Provider (including your Primary Care Physician) provides notification to you and agrees to meet the “Physician Requirements” listed above, BCN will continue to provide coverage for the Covered Services when provided for an ongoing course of treatment, subject to Medical Conditions and Coverage Time Limits detailed above. In order for additional Covered Services to be paid, your Participating Primary Care Physician must provide or coordinate all such services.

Continuity of Care for New Members

If you are a new Member and want to continue an active course of treatment from your existing, Non-Participating Provider, you may request enrollment in BCN's Continuity of Care program. At the time of enrollment, you must select a BCN Primary Care Physician who will coordinate your care with the Non-Participating Provider. You may participate in the Continuity of Care program only for the following conditions and only for the time periods described below:

Coverage Time Limits and Qualification Criteria

- **Pregnancy Related:** If you are in your second or third trimester of pregnancy at the time of enrollment, coverage provided by your Non-Participating Provider will continue through post-partum care for Covered Services directly related to your pregnancy.
- **Terminal Illness:** If you were diagnosed as terminally ill (with a life expectancy of six months or less) and were receiving treatment from the Non-Participating Provider related to your illness prior to enrollment, coverage provided by your Non-Participating Provider will continue for the ongoing course of treatment through death.
- **Other Medical Conditions:** For Chronic and Acute medical conditions when a course of treatment began prior to enrollment, coverage provided by the Non-Participating Provider will continue through the current period of active treatment or 90 calendar days from the time of enrollment, whichever comes first. To maintain coverage, your Participating Primary Care Physician must coordinate all other services.

Coverage

- Coverage will be provided for Covered Services for an ongoing course of treatment, subject to Coverage Time Limits and Qualification Criteria detailed above. In order for additional Covered Services to be paid, your Participating Primary Care Physician must provide or coordinate all such services.

NOTE: You will be responsible for payment for any charges of a Non-Participating Provider if the above criteria are not met.

8.4 Inpatient Hospital Services

The following Inpatient Hospital Services are covered when Medically Necessary and

Preauthorized by your PCP and BCN.

- Room and board, general nursing services and special diets
- Operating and other surgical treatment rooms, delivery room and special care units
- Anesthesia, laboratory, radiology and pathology services
- Chemotherapy, inhalation therapy and dialysis
- Physical, speech and occupational therapy
- Other inpatient services and supplies necessary for the treatment of the Member
- Maternity care and all related services

Under federal law, the mother is covered for no less than the following length of stay in a hospital in connection with childbirth except as excluded under Section 9.

- 48 hours following a vaginal delivery
- 96 hours following a delivery by cesarean section

Hospital length of stay begins at the time of delivery if delivery occurs in a hospital and at time of admission in connection with childbirth if delivery occurs outside the hospital. BCN Preauthorization is not required for the minimum hospital stay.

NOTE: Maternity Care includes coverage of the mother's newborn only during the 48 or 96 hours when the newborn has not been added to a BCN contract. These Services include:

- Newborn examination given by a physician other than the anesthesiologist or the mother's attending physician
- Routine Care during the newborn's eligible hospital stay
- Services to treat a newborn's injury, sickness, congenital defects or birth abnormalities during the newborn's eligible hospital stay

- Newborn care

Under federal law, the newborn child is covered for no less than the following length of stay in a hospital in connection with childbirth except as excluded under Section 9.

- 48 hours following a vaginal delivery
- 96 hours following a delivery by cesarean section

Hospital length of stay begins at the time of delivery if delivery occurs in a hospital and at time of admission in connection with childbirth if delivery occurs outside the hospital. BCN Preauthorization is not required for the minimum hospital stay.

NOTE: Maternity Care includes coverage of the mother's newborn only during the 48 or 96 hours when the newborn has not been added to a BCN contract. These services include:

- Newborn examination given by a physician other than the anesthesiologist or the mother's attending physician
- Routine Care during the newborn's eligible hospital stay

NOTE: If the newborn is not covered under a BCN contract, he/she may qualify for coverage under the mother's maternity care benefit for the period of 48 or 96 hours.

Coverage

Level 1 - Covered in full

Level 2 - Covered in full for emergency admission

- Not covered for non-emergent admissions except maternity care and delivery of newborn

Level 3 - Covered in full for emergency admission

- Not covered for non-emergent admissions except maternity care and delivery of newborn

Certain hospital services have separate requirements and your Cost Sharing may be different. See for example coverage for Emergency room visits and urgent care visits.

8.5 Outpatient Services

Facility and professional (physician) therapeutic and non-preventive diagnostic laboratory, pathology and radiology Services and other procedures when performed in an Outpatient Hospital setting, physician office, free standing center, or dialysis center for the diagnosis or treatment of a disease, injury or other medical condition are covered when Medically Necessary and Preauthorized by your treating physician and BCN.

Outpatient Services include but are not limited to:

- Surgical treatment
- Anesthesia, laboratory, radiology and pathology Services
- Chemotherapy, inhalation therapy, radiation therapy and dialysis
- Physical, speech and occupational therapy - see Outpatient Therapy Services
- Injections (for allergy) - see Professional Physician Services (Other Than Mental Health and Substance Use) section
- Professional Services - see Professional Physician Services (Other Than Mental Health and Substance Use) section
- Durable medical equipment and supplies - see Durable Medical Equipment section
- Diabetic equipment and supplies - see Durable Medical Equipment section
- Prosthetic and orthotic equipment and supplies - see Prosthetic and Orthotics section
- Other Outpatient Services and supplies necessary for the treatment of the Member

Coverage

Level 1 - Covered in full

Level 2 - Covered in full

Level 3 - Covered

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

Certain hospital services have separate requirements and your Cost Sharing may be different. See for example coverage for Emergency room visits and urgent care visits.

8.6 Emergency Care

Definitions

- **Accidental Injury** - a traumatic injury, which, if not immediately diagnosed and treated, could be expected to result in permanent damage to your health
- **Emergency Services** - services to treat emergency conditions as described above.
- **Medical Emergency** - the sudden onset of a medical condition that manifests itself by signs and symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in serious jeopardy to your health or to your pregnancy, in the case of a pregnant woman, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part
- **Stabilization** - the point at which it is reasonably probable that no material deterioration of a condition is likely to result from or occur during your transfer
- **Urgent Care Services** - services that appear to be required in order to prevent serious deterioration to your health resulting from an unexpected illness or injury that could be expected to worsen if not treated within 24 hours. Examples include flu, strep throat, or other infections; foreign material in the eye, sprain or pain following a fall; and a cut, sore or burn that does not heal.

Coverage

Emergency and Urgent Care Services are covered up to the point of Stabilization when they are Medically Necessary and needed either 1) for immediate treatment of a condition that is a Medical Emergency as described above; or 2) if the Primary Care Physician directs you to go to an emergency care Facility.

In case of such a Medical Emergency or Accidental Injury, you should seek treatment at once. We urge you, the hospital or someone acting on your behalf, to notify your PCP or BCN within 24 hours, or as soon as medically reasonable.

Emergency Services include professional and related ancillary services and Emergency Services provided in an Urgent Care Center or hospital Emergency room. Emergency Services are no longer payable as an Emergency Service at the point of the Member's Stabilization as defined above.

If you are admitted as an Inpatient because of the Emergency, the Inpatient Hospital benefits will apply.

NOTE: Services and treatment provided while you are considered to be admitted for an Observation stay are subject to Emergency Services Copayment.

Follow-up care in an Emergency Care Center or Urgent Care Facility - such as removal of stitches and dressings, is covered when Preauthorized by BCN. This applies even if the Hospital Emergency staff or physician instructed you to return for follow-up.

Level 1, Level 2 and Level 3 Copayment

- \$100 Copayment for Emergency Services provided in a hospital emergency room; waived if Member is admitted to hospital as a bed patient
- \$25 Copayment for Emergency Services in an Urgent Care Center

Follow-up care in an Emergency Care Center or Urgent Care Facility - such as removal of stitches and dressings, is covered only when Preauthorized by your Primary Care Physician or BCN.

Emergency Services at a Non-Participating Hospital:

If you are hospitalized in a Non-Participating Facility, we may require that you be transferred to a Participating Facility as soon as you are stabilized.

Out-of Area Coverage:

You are covered when traveling outside of the BCN Service Area for Emergency and Urgent Care Services that meet the conditions described above. We will pay the greater of the median in-network rate, the usual, customary and reasonable rate or the Medicare rate. You are responsible for any Cost Sharing required.

8.7 Ambulance

An ambulance is a ground or air service that transports an injured or sick patient to a covered destination.

For ground ambulance, a covered destination may include:

- A hospital
- A Skilled Nursing Facility
- A Member's home
- A dialysis center

For air ambulance, a covered destination may include:

- A hospital
- Another facility when Preauthorized by BCN

We will pay for a Member to be taken to the nearest destination capable of providing necessary care to treat the patient's condition.

NOTE: Transfer of the patient between covered destinations must be prescribed by the attending physician.

In every case, the following ambulance criteria must be met:

- The service must be Medically Necessary. Any other means of transport would endanger the patient's health or life
- Coverage only includes the transportation of the patient and whatever care is required during transport. Other services that might be billed with the transportation is not covered
- The service must be provided in a licensed ground or air ambulance that is part of a licensed ambulance operation

Coverage also includes when:

- The ambulance arrives at the scene, but transport is not needed or is refused
- The ambulance arrives at the scene, but the patient has expired

Air ambulance

Air Ambulance services must also meet these requirements:

- No other means of transport are available
- The patient's condition requires transportation by air ambulance rather than ground ambulance
 - An air ambulance provider is licensed as an air ambulance service and is not a commercial airline.
 - The Member is transported to the nearest facility capable of treating the Member's condition.

NOTE: Air ambulance transportation that does not meet the requirements described above is eligible for review and possible approval by BCN. We may recommend coverage for transportation that positively impacts clinical outcomes, but not for the convenience of the Member or the family.

Non-emergency ground ambulance services are covered when Preauthorized by your treating physician and BCN

EXCLUSIONS INCLUDE BUT ARE NOT LIMITED TO

- Transportation services and/or medical Services provided by public first responders to accidents, injuries or emergency situations including fire or police departments costs, or any associated Services provided as part of a response to an accident or Emergency situation, like accident clean-up or 911 costs are not a covered benefit. This is because these Services are part of public programs supported totally or in part by federal, state or local governmental funds. Services provided by fire departments, rescue squads or other emergency transport providers whose fees are in the form of donations.

- Air ambulance services when the Member's condition does not require air ambulance transport.

8.8 Preventive and Early Detection Services

- a) **Preventive and Early Detection Services** -There is no Copayment and/or Coinsurance (if applicable) for Preventive Services as that term is defined in the federal Patient Protection and Affordable Care Act (PPACA) and as may be modified by the federal government from time to time. All other requirements of Coverage, such as required Referrals or Preauthorizations apply.

Level 1, Level 2 and Level 3 Preventive Services include but are not limited to the following:

- **Health assessments, health screenings and adult physical examinations** set at intervals in relation to your age, sex and medical history. Health screenings include but are not limited to:
 - Obesity screening
 - Vision and hearing screening
 - Glaucoma screening;
 - EKG screening;
 - Type 2 diabetes mellitus screening, and
 - Abdominal aortic aneurysm (one-time ultrasonography screening for smokers)
- **Women's health and well being**
 - Gynecological (well woman) examinations including routine pap smear and mammography screening
 - Screening for sexually transmitted diseases; HIV counseling and screening
 - Contraceptive counseling and methods; office administered contraceptive devices and appliances; such as intrauterine devices (IUDs); implantable and injected drugs such as Depo-Provera; and diaphragms including measurement, fittings, removal administration and management of side effects
 - Maternity counseling for the promotion and support of breast-feeding and prenatal vitamin counseling
 - Breast pump and associated supplies needed to support breast-feeding covered only when Preauthorized and obtained from a Participating Durable Medical Equipment provider and as mandated by law. Convenience items such as storage containers, bags, bottles and nipples are not covered. (See Durable Medical Equipment section for limitations and exclusions)
 - Maternity screening for iron deficiency anemia, Hepatitis B Virus infection (at first prenatal visit) and Rh(D) incompatibility screening
 - Screening for gestational diabetes
 - Bone density screening
 - Genetic counseling and BRCA testing, if appropriate, for women whose family history is associated with an increased risk for deleterious mutations in the BRCA1

YOUR BENEFITS

- or BRCA2 genes
- Screening and counseling for interpersonal and domestic violence
- Female sterilization services
- **Newborn and well-child assessments and examinations**
- **Immunizations** (pediatric and adult) as recommended by the Advisory Committee on Immunization Practices or other organizations recognized by BCN.
Flu shots are covered in full.
- **Routine cancer screenings** including but not limited to colonoscopy, flexible sigmoidoscopy, and prostate (PSA/DRE) screenings (For the purposes of this document “Routine” means non-urgent, non-emergent, non-symptomatic medical care provided for the purpose of disease prevention.)
- **Depression screening** when performed by the Primary Care Physician
- **Nutritional counseling** including Diabetes Self-Management
NOTE: Certain health education and health counseling services may be arranged through your Primary Care Provider, but are not payable under your Certificate of Coverage. Examples include but are not limited to: birthing classes, lactation classes not provided by your physician, weight loss programs, tobacco cessation programs (other than a BCN tobacco cessation program), and/or exercise programs.
- **Aspirin therapy counseling** for the prevention of cardiovascular disease, and
- **Tobacco use and tobacco caused disease counseling**

NOTE: Cost Sharing will apply to non-routine diagnostic procedures. If this Benefit Document is amended by Deductible, Copay and/or Coinsurance Riders, the attached Riders will take precedence over this Certificate of Coverage for non-preventive services. Cost Sharing will still apply with the following restrictions:

- If a recommended Preventive Service is billed separately from the office visit, then you will be responsible for the office visit Cost Sharing, but there will be no Cost Sharing for the Preventive Service.
- If a recommended Preventive Service is not billed separately from the office visit and the primary purpose of the office visit is the delivery of the Preventive Service, you will have no Cost Sharing for the office visit.
- If a recommended Preventive Service is not billed separately from an office visit and the primary purpose of the office visit is not the delivery of the Preventive Service, you will be responsible for payment of any Cost Sharing for the office visit.

NOTE: To see a list of the preventive benefits and immunizations that are mandated by PPACA, you may go to the following website:
<https://www.healthcare.gov/coverage/preventive-care-benefits/> You may also contact BCN Customer Service .

- b) **Routine Vision Exam** performed by a participating optometrist, ophthalmologist or other provider to determine refractive error and to issue a prescription for corrective lenses

(eyeglasses or contact lenses)

Coverage is limited to one routine vision exam per Member per calendar year regardless of diagnosis.

Coverage

Level 1 - Covered in full

Level 2 and Level 3 - Covered up to \$40.00 per Member per calendar year.

Exclusions include but are not limited to

Dilation, frames, lenses and contact lenses and contact lens fitting

8.9 Reproductive Care and Family Planning Services

This benefit includes:

- Infertility
- Voluntary sterilization
- Termination of pregnancy
- Genetic testing

a) Infertility

Infertility with In-Vitro Fertilization

Coverage of infertility includes **diagnostic evaluation, assessment, and counseling for infertility** when Medically Necessary and Preauthorized by your Primary Care Physician and BCN except as stated below and in Section 9. Following the initial sequence of diagnostic work-up, additional work-ups may begin only when BCN determines they are in accordance with generally accepted medical practice.

Level 1 - \$30 Copayment may apply to each office visit per Member

Level 2 - \$30 Copayment may apply to each office visit per Member

Level 3 - \$30 Copayment may apply to each office visit per Member

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

In-vitro fertilization (IVF) procedures, and all related services including drugs administered by the physician in the physician's office are covered as follows:

- For females diagnosed with infertility when determined to meet the criteria defined by the University of Michigan and BCN, and Preauthorized by BCN;
- For male/female couples who are unable to conceive after engaging in regular unprotected intercourse for a defined period of time or the inability to sustain a pregnancy;
 - For females under the age of 35, the time frame is 12 months of unprotected intercourse;

YOUR BENEFITS

- For females over age 35, the time frame is 6 months.
- Coverage for females without documented infertility who do not have the exposure to sperm requires a minimum of 12 donor sperm intrauterine insemination (IUI) cycles for females under age 35; and 6 donor sperm cycles for females age 35 and older that do not result in live birth - The IUI cycles must be supervised by a physician or an appropriate licensed practitioner.

All IVF services must be provided through the University of Michigan Health System; Center for Reproductive Medicine.

Limitations

In-vitro benefit limitations include:

- Single embryo transfer available for women through age 35;
- Double embryo transfer available for women 35 through the age of 42
- IVF service not covered for women over the age of 42;
- Embryo freezing and storage up to one year for each cycle for Members in active infertility treatment; and
- Non-office administered infertility drugs and delivery (such as pumps) covered only through University of Michigan pharmacy benefit manager.

In-Vitro Fertilization	
<p>Level 1 (Services must be rendered by the University of Michigan Health System; Center for Reproductive Medicine.)</p>	<p>Covered 80%; 20% Coinsurance for all IVF procedures, professional services and related services; applies to the Out of Pocket Maximum.</p> <p>The 20% Coinsurance applies to the Out-of-Pocket Maximum.</p> <p>Covered infertility services are subject to a Lifetime Maximum of \$20,000 per female Member. Once the Lifetime Maximum has been reached, infertility services are no longer covered under this Certificate of Coverage.</p> <p>NOTE: Diagnostic work-up, ultrasounds, counseling and labs already covered are excluded from the lifetime maximum.</p>
<p>Levels 2 and 3</p>	<p>Not a covered benefit</p>

Exclusions include but are not limited to

- Intrauterine insemination (IUI)
- Egg harvesting or other infertility treatment performed during an operation not related to an infertility diagnosis
- Voluntary female or male sterilization ends coverage for IVF
- Coverage for a Member who is not medically infertile Storage or manipulation of eggs and sperm except as noted above
- Services for the partner in a couple who is not enrolled with BCN and does not have coverage for infertility services or has other coverage
- Donor eggs and donor sperm
- All services related to surrogate parenting arrangements, including but not limited to In-vitro services and maternity and obstetrical care for non-Member surrogate parents

b) Voluntary Sterilization

Coverage includes Inpatient, Outpatient, and office based adult sterilization services.

Female sterilization is covered in full as defined in the federal Patient Protection and Affordable Care Act for Women Preventive Services.

Male sterilization

Level 1 - \$30 Copayment may apply to each office visit per Member

Level 2 - \$30 Copayment may apply to each office visit per Member

Level 3 - \$30 Copayment may apply to each office visit per Member

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

Exclusions include but are not limited to

Reversal of surgical sterilization for males and females

c) Termination of Pregnancy

Coverage includes first trimester elective termination of pregnancy and therapeutic termination in the 2nd or 3rd trimester in accordance with locally accepted medical practice.

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - Not covered

d) Genetic Testing

Coverage includes medically indicated genetic testing and counseling when they are Preauthorized by BCN and provided in accordance with generally accepted medical

practice.

Level 1 - \$30 Copayment may apply per Member for each visit

Level 2 - \$30 Copayment may apply per Member for each visit

Level 3 - \$30 Copayment may apply per Member for each visit

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

NOTE: Genetic counseling and BRCA testing are covered with no Cost Sharing, if appropriate, for women whose family history is associated with an increased risk for deleterious mutations in the BRCA1 or BRCA2 genes. (See Preventive and Early Detection Services section.)

Exclusions include but are not limited to

Genetic testing and counseling for non-members

8.10 Skilled Nursing Facility Services

Skilled Nursing Facility Services are covered up to a total cumulative maximum of 45 days per Calendar Year when Medically Necessary for recovery from surgery, disease or injury. This Benefit includes hospice care in a Skilled Nursing Facility. The care must be Preauthorized by your Primary Care Physician and BCN.

Coverage

Level 1 – Covered in full

Level 2 – Covered in full

Level 3 – Covered

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

NOTE: The maximum number of benefit days is 45 days per calendar year under Level 1, Level 2, and Level 3 combined. For example, use of a benefit day under Level 1 Coverage will also reduce the benefit days available under Level 2 and Level 3 Coverage.

Exclusions include but are not limited to

- Bed-hold charges incurred when you are on an overnight or weekend pass during an Inpatient stay
- Custodial Care

8.11 Home Health Care Services

Home health care services are provided for Members, who are confined to the home, by health care professionals employed by the home health care agency or providers who participate with the agency. Home Care services are covered when they are Medically Necessary. Home care services include:

- Skilled nursing care provided by or supervised by a registered nurse employed by the home health care agency;
- Hospice care; and
- Other health care services approved by BCN when they are performed in the Member's home.

Coverage

Level 1 - \$30 Copayment each day a visit occurs

Level 2 - \$30 Copayment each day a visit occurs

Level 3 - \$30 Copayment each day a visit occurs

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

Exclusions include but are not limited to

- Housekeeping services
- Custodial Care

8.12 Hospice Care

Definition

Hospice Care is an alternative form of medical care for terminally ill Members with a life expectancy of six months or less. Hospice Care is designed to provide comfort and support to Members and their families when a life-limiting illness no longer responds to cure-oriented treatments.

Hospice Care in a licensed hospice Facility, in the home or in a Skilled Nursing Facility is covered for the following services when Medically Necessary and Preauthorized by BCN:

- Professional visits (such as physician, nursing, social work, home-health aide and physical therapy);
- Durable medical equipment (DME) related to terminal illness;
- Medications related to the terminal illness (e.g., pain medications);
- Medical/surgical supplies related to the terminal illness; and
- Respite Care in a Facility setting.

Short-term Inpatient care in a licensed hospice Facility is covered when Skilled Nursing Services are required and cannot be provided in other settings. Preauthorization of Inpatient hospice care is required.

Coverage

Level 1 - Covered in full

Level 2 - Not covered

Level 3 - Not covered

Exclusions include but are not limited to

- Housekeeping services
- Food, food supplements and home delivered meals
- Room and board at an extended care Facility or hospice Facility for purposes of delivering Custodial Care

8.13 Home Infusion Therapy Services

Home infusion services provide the safe and effective administration of prescription medications and biologics (including antibiotics, total parenteral nutrition, blood components or other similar products) that are administered into a vein or tissue through an intravenous (IV) tube. These services are provided in the Member's home or temporary residence (such as a skilled nursing home). Home infusion therapy services are covered when Medically Necessary and Preauthorized by BCN.

Food Supplements***Supplemental feedings administered via tube:***

This type of nutrition therapy is also known as **enteral feeding**. Formulas intended for this type of feeding as well as supplies, equipment, and accessories needed to administer this type of nutrition therapy, are covered.

Supplemental feedings administered via an IV:

This type of nutrition therapy is also known as **parenteral nutrition**. Nutrients, supplies, and equipment needed to administer this type of nutrition are covered.

Coverage

Level 1 - Covered in full

Level 2 - Covered in full

Level 3 - Covered

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

8.14 Mental Health Care/Autism Spectrum Disorder**Mental Health Care**

Treatment for Mental Health illnesses must be provided in an approved Facility or by a Participating Provider and be Preauthorized as Medically Necessary **except** in an emergency. (See Section 8.6)

- Coverage is limited to solution-focused treatment and crisis interventions. Solution-focused treatment includes both individual and group sessions.
- Only treatments that are expected to result in measurable, substantial and functional improvement are covered.

- Coverage is limited to the least restrictive and most cost-effective treatment necessary for restoring reasonable function.
- Coverage is limited to Acute Illnesses or Acute episodes of Chronic illnesses that are Medically Necessary or to those Outpatient Services needed to prevent an Acute episode of a Chronic illness.
- Medical services required during a period of mental health admission must be authorized separately by your PCP and BCN.

Definitions:

- **Assertive Community Treatment** is a service-delivery model that provides intensive, locally based treatment to people with serious and persistent mental illnesses.
- **Inpatient Mental Health Service** is the service provided during the time you are admitted to a BCN approved acute care Facility that provides continuous 24-hour nursing care.
- **Intensive Outpatient Mental Health** services are acute care services provided on an outpatient basis. They consist of a minimum of 3 hours per day, 2 days per week and may include but are not limited to individual, group and family counseling, medical testing, diagnostic evaluation and/or referral to other services in a treatment plan.
- **Outpatient Mental Health** services include individual, conjoint, family or group psychotherapy and crisis intervention.
- **Partial Hospitalization Mental Health** is a comprehensive, acute care program that consists of a minimum of 6 hours per day, 5 days a week. Treatment may include, but is not limited to counseling, medical testing, diagnostic evaluations and/or referral to other services in a treatment plan. Partial Hospitalization services are often provided in lieu of inpatient psychiatric hospitalization.
- **Residential Mental Health Treatment** is treatment that takes place in a licensed mental health facility which has 24/7 supervision on a unit that is not locked. A nurse or psychiatrist is on site 24/7 to assist with medical issues, administration of medication and crisis intervention as needed. The treatment team is multidisciplinary and led by board certified psychiatrists. Residential treatment is:
 - Focused on improving functioning and not primarily for the purpose of maintenance of the long-term gains made in an earlier program;
 - A structured environment that will allow the individual to reintegrate into the community - It cannot be considered a long-term substitute for lack of available supportive living environment(s) in the community or as long term means of protecting others in the Member's usual living environment; and
 - Not based on a preset number of days such as standardized program (i.e. "30-Day Treatment Program"), however, the benefit design will be the same as your medical inpatient benefit when Preauthorized by BCN.

Coverage

Mental health care is covered in a variety of settings. You may be treated in an Inpatient or in an Outpatient setting.

To obtain services call BCN Behavioral Health Management at the number provided on the back of your ID card. They are available 24 hours a day, 7 days a week.

a) Outpatient Mental Health/Intensive Outpatient Mental Health

Level 1 - \$25 Copayment per visit*

Level 2 - \$25 Copayment per visit*

Level 3 - \$25 Copayment per visit*

* A \$700 per member/ \$1400 per contract annual copayment maximum applies to all three Levels combined for Outpatient Mental Health and Outpatient Substance Use office visits, no matter the location.

b) Inpatient Mental Health/Residential Treatment/Partial Hospitalization

Level 1 - Covered in full

Level 2 - Covered in full for emergency admission only

- Not covered for non-emergent admissions

Level 3 - Covered for emergency admission only

- Not covered for non-emergent admissions

Diagnostic testing, injections, therapeutic treatment and medical services are subject to the medical Outpatient Services Cost Sharing.

NOTE: See Section 9 for Exclusions and Limitations.

Autism Spectrum Disorders

Definitions

Applied Behavioral Analysis, or ABA, means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences to produce significant improvement in human behavior, including the use of direct-observation, measurement, and functional analysis of the relationship between environment and behavior.

Approved Autism Evaluation Center (AAEC) is an academic and/or hospital-based, multidisciplinary center experienced in the assessment, work-up, evaluation and diagnosis of the Autism Spectrum Disorders. AAEC evaluation is necessary for ABA.

Autism Spectrum Disorders (ASD) are defined by the most recent edition of the Diagnostic and Statistical Manual published by the American Psychiatric Association.

Evaluation must include a review of the Member's clinical history and examination of the Member. Based on the Member's needs, as determined by the BCN approved treatment center, an evaluation may also include cognitive assessment, audiologic evaluation, a communication assessment, assessment by an occupational or physical therapist and lead screening.

Line Therapy means tutoring or other activities performed one-on-one with person diagnosed with ASD according to a Treatment Plan designed by a BCN AAEC and a Board Certified

Behavioral Analyst (BCBA).

Preauthorization Process occurs before treatment is rendered in which a BCN nurse or case manager approves the initial treatment plan and continued services. A request for continued services will be authorized contingent on the Member demonstrating measurable improvement and therapeutic progress, which can typically occur at 3, 6, or 9-month intervals after the onset of treatment.

Treatment Plan is a detailed, comprehensive, goal-specific plan of recommended therapy for the ASD covered under this Certificate of Coverage.

Benefits

Services for the diagnosis and treatment of ASD are covered when performed by an approved outpatient provider. Covered diagnostic services must be provided by a Participating physician or a Participating psychologist and include assessments, evaluations or tests, including the Autism Diagnostic Observation Schedule. Services for the treatment of ASD are covered as follows:

- Comprehensive treatment focused on managing and improving the symptoms directly related to a Member's ASD.
- Therapeutic care as recommended in the treatment plan includes:
 - Occupational therapy, speech and language therapy and physical therapy (when performed by a Participating occupational therapist, Participating speech therapist and Participating physical therapist);
 - ABA when performed by a Participating BCBA and Participating psychologist;
 - Outpatient mental health therapy (when performed by a Participating social worker, Participating clinical psychologist and Participating psychiatrist);
 - Skills training;
 - Genetic testing; and
 - Nutritional therapy
- Services and treatment must be Medically Necessary, Preauthorized and deemed safe and effective by BCN.
- Services that are deemed experimental or ineffective by BCN are covered only when mandated by law, and included in a Treatment Plan recommended by the BCN-AAEC that evaluated and diagnosed the Member's condition and when approved by BCN.

NOTE: Benefits are in addition to any outpatient mental health benefits and outpatient rehabilitation services available under this Certificate of Coverage or related Riders.

Coverage

ABA treatment is available to children through the age of 18. This limitation does not apply to:

- Other mental health Services to treat or diagnose ASD

YOUR BENEFITS

- Medical Services, such as physical therapy, occupational therapy, speech therapy, genetic testing or nutritional therapy used to diagnose and treat ASD

ABA for Line Therapy services is subject to the Primary Care Physician office visit Copayment as defined in this Certificate of Coverage. You are required to pay your Copay at the time the service is rendered.

Behavioral health services included in the Treatment Plan are subject to the Primary Care Physician office visit Copayment as defined in this Certificate of Coverage and applicable Riders. You are required to pay your Copayment at the time the service is rendered.

Note: The \$700 per member/ \$1400 per contract annual copayment maximum that applies to all three Levels combined for Outpatient Behavioral Health also applies to Outpatient Behavioral Health with an autism diagnosis.

Outpatient rehabilitation services included in the Treatment Plan are subject to the Level 1, Level 2 and Level 3 Referral Physician Copayment as defined in this Certificate of Coverage and applicable Riders. You are required to pay your Copayment at the time the service is rendered.

Services performed pursuant to the recommended Treatment Plan will not count toward benefit maximums defined in this Certificate of Coverage including, but not limited to, visit or treatment limits imposed on speech-language pathology or occupational therapy.

This Coverage overrides certain exclusions in your underlying Certificate of Coverage such as

- exclusion of treatment of chronic, developmental or congenital conditions, learning disabilities or inherited speech abnormalities
- treatment solely to improve cognition concentration and/or attentiveness, organizational or problem-solving skills, academic skills, impulse control or other behaviors for which behavior modification is sought when a Member is being treated for covered ASD.

Limitations

Coverage is available subject to the following requirements:

- Prior Authorization - Level 1, Level 2 and Level 3 services performed under the recommended Treatment Plan must be approved for payment during BCN's Preauthorization Process. If Preauthorization is not obtained, rendered services will not be covered and the Member may be held responsible for payment for those services.
- Prior Notification - BCN must receive prior notification of the evaluation and diagnostic assessment of the Member.
- Providers - To receive lower out of pocket costs, Level 1, Level 2 and Level 3 services to treat ASD must be performed by a BCN approved provider. All services to treat ASD must be performed by a BCN approved provider. If services are rendered by a Non-Panel provider, you are responsible for any amount charged that exceeds the Approved Amount.

- Required Diagnosis for ABA – In order to receive Preauthorization, the Member must be evaluated and diagnosed with ASD by a Participating psychiatrist, Participating developmental pediatrician or other professional as agreed upon by a BCN AAEC. Other authorization requirements may also apply. The requirement to be evaluated and diagnosed by a BCN AAEC does not exist for other services related to ASD.
- Termination at age 19 - Benefits are limited to children up to and including the age of 18. This age limitation does not apply to outpatient mental health services (excluding applied behavioral analyses services) and services used to diagnose ASD. Benefits for ASD terminate on the child's 19th birthday.
- Treatment Plan - Level 1, Level 2 and Level 3 services must be included in a Treatment Plan recommended by a BCN AAEC that evaluated and diagnosed the Member's condition.
 - Measurable improvement in the Member's condition must be expected from the recommended Treatment Plan. Once treatment begins, the plan will be subject to periodic assessment by BCN nurse or case manager.

Exclusions

- Any treatment that is not specifically covered herein and that is considered experimental/investigational by, or is otherwise not approved by BCN including, but not limited to, sensory integration therapy and chelation therapy
- Conditions such as Rett's Disorder and Childhood Disintegrative Disorder

8.15 Substance Use Services/Chemical Dependency

Substance Use/Chemical Dependency treatment means treatment for physiological or psychological dependence on or abuse of alcohol, drugs or other substances. This treatment may include drug therapy, counseling, detoxification services, medical testing, diagnostic evaluation, and referral to other services in a treatment plan.

Substance Use/Chemical Dependency treatments must be provided in an approved Facility or by a Participating Provider and be Preauthorized as Medically Necessary except in an emergency. (See Section 8.6)

- Coverage is limited to solution-focused treatment and crisis intervention. Solution focused treatment includes both individual and group sessions.
- Only treatments that are expected to result in measurable, substantial and functional improvement are covered.
- Coverage is limited to the least restrictive and most cost-effective treatment necessary for restoring reasonable function.
- Coverage is limited to Acute Illnesses or Acute episodes of Chronic illnesses that are Medically Necessary or to those Outpatient Services needed to prevent an Acute episode of a Chronic illness. Medical inpatient services required during a period of Substance Use admission must be authorized separately by your Primary Care Physician or by BCN.

Definitions

- **Detoxification (Detox)** means medical treatment and management of a person during withdrawal from physiological dependence on alcohol or drugs or both. Detox can occur in an inpatient, outpatient or residential setting.
- **Domiciliary Partial** refers to partial hospitalization combined with an unsupervised overnight stay (residential) component.
- **Intensive Outpatient Substance Use Treatment** means day treatment that is provided on an outpatient basis. Intensive Outpatient services consists of a minimum of 3 hours per day, 2 days per week and might include but are not limited to individual, group and family counseling, medical testing, diagnostic evaluation and/or referral to other services specified in a treatment plan.
- **Intermediate Care** refers to Substance Use services that have a residential (overnight) component. Intermediate Care includes detoxification, domiciliary partial and residential (including “inpatient” and “rehab”) services.
- **Outpatient Substance Use Treatment** means outpatient visits (for example; individual, conjoint, family or group psychotherapy) for a Member who is dependent on and/or abusing alcohol or drugs (or both). The visit may include counseling, detoxification, medical testing, diagnostic evaluation and referral for other services.
- **Partial Hospitalization/Domiciliary Partial** is a comprehensive, acute care program that consists of a minimum of 6 hours per day, 5 days a week. Partial Hospitalization treatment may include, but is not necessarily limited to counseling, medical testing, diagnostic evaluation and/or referral to other services in a treatment plan.
- **Residential Substance Use Treatment** means Acute care services provided in a structured and secure full day (24 hour) setting to a Member who is ambulatory and does not require medical hospitalization. Residential Services may include 24-hour professional supervision and may include counseling, detoxification, medical testing, diagnostic evaluation and referral or other services specified in a treatment plan. Residential Substance Use Treatment is sometimes also referred to as inpatient Substance Use treatment or Rehabilitation (“rehab”).

Coverage

Substance Use services including counseling, medical testing, diagnostic evaluation and Detox are covered in a variety of settings. You may be treated in an Inpatient or in an Outpatient setting.

To obtain services call BCN Behavioral Health Management at the number provided on the back of your ID card. They are available 24 hours a day, 7 days a week.

The following services are covered.

a) Outpatient/Intensive Outpatient Substance Use Treatment

Level 1 - \$25 Copayment per visit*

Level 2 - \$25 Copayment per visit*

Level 3 - \$25 Copayment per visit*

* A \$700 per member/ \$1400 annual copayment maximum applies to all three Levels

combined for Outpatient Mental Health and Outpatient Substance Use office visits, no matter the location.

b) Detoxification/Residential/Intermediate Care/Partial Hospitalization

Level 1 - Covered in full

Level 2 - Covered in full for emergency admission only

- Not covered for non-emergent admissions

Level 3 - Covered for emergency admission only

- Not covered for non-emergent admissions

Diagnostic testing, injections, therapeutic treatment and medical services are subject to the medical Outpatient Services Cost Sharing.

NOTE: See Section 9 for Exclusions and Limitations

8.16 Outpatient Rehabilitation

Outpatient Therapy and/or Rehabilitative Services are Services that result in meaningful improvement in your ability to perform functional day-to-day activities that are significant in your life roles including:

- Physical therapy
- Occupational therapy
- Speech therapy
- Medical rehabilitation - includes but not limited to cardiac and pulmonary Rehabilitation
- Biofeedback for treatment of medical diagnoses when Medically/Clinically Necessary, as determined according to BCN medical policies.

Physical therapy, occupational therapy and speech therapy

Short-term outpatient medical rehabilitation and physical, occupational and speech therapy are covered when they are Medically Necessary for a condition that can be expected to improve significantly within benefit limitations. These services must be Preauthorized by your Primary Care Physician and BCN.

Benefit Limitations: Treatment for conditions considered to have a major diagnosis is limited to 60 visits per medical episode per calendar year for any combination of physical, occupational, and speech therapy. Treatment for conditions that are considered to have a minor diagnosis is limited to 15 visits per medical episode per calendar year for any combination of physical, occupational, and speech therapy. Major and minor diagnoses are determined by the Group Health Plan.

Level 1 - \$25 Copayment per session

Level 2 - \$25 Copayment per session

Level 3 - \$25 Copayment per session

- Member is responsible for any amount billed by the Provider that exceeds the

Approved Amount

NOTE: The benefit days under Level 1, Level 2 and Level 3 are cumulative. For example, use of a benefit day under Level 1 Coverage will reduce the benefit days available under Level 1, Level 2 and Level 3 Coverage.

General exclusions include but are not limited to

- Cognitive retraining
- Vocational rehabilitation
- Therapy to maintain current functional level and prevent further deterioration
- Treatment during school vacations for children who would otherwise be eligible to receive therapy through the school or a public agency

Additional exclusions for Speech therapy include but are not limited to

- Chronic conditions or congenital speech abnormalities
- Learning disabilities
- Deviant swallow or tongue thrust
- Mild and moderate developmental speech or language disorders
- Treatment for children who would otherwise be eligible to receive speech therapy through school or a public agency

NOTE: Speech therapy for life-style activities may be covered when Medically Necessary and condition is subject to improvement within benefit limitations.

Cardiac Rehabilitation

Covered up to 36 sessions during an 18 week period per Medical Episode

Level 1 - \$25 Copayment per Member per session

Level 2 - \$25 Copayment per Member per session

Level 3 - \$25 Copayment per Member per session

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

NOTE: The benefit days under Level 1, Level 2 and Level 3 are cumulative. For example, use of a benefit day under Level 1 Coverage will reduce the benefit days available under Level 1, Level 2 and Level 3 Coverage.

Pulmonary Rehabilitation

Covered up to 1 program of 12 sessions per year per condition

Level 1 - \$25 Copayment per Member per session

Level 2 - \$25 Copayment per Member per session

Level 3 - \$25 Copayment per Member per session

- Member is responsible for any amount billed by the Provider that exceeds the

Approved Amount

NOTE: The benefit days under Level 1, Level 2 and Level 3 are cumulative. For example, use of a benefit day under Level 1 Coverage will reduce the benefit days available under Level 1, Level 2 and Level 3 Coverage.

8.17 Diabetic Supplies and Durable Medical Equipment

Definitions

Diabetic supplies and equipment used for the prevention and treatment of clinical diabetes.

Covered items include:

- Blood glucose monitors
- Test strips for glucose monitors, lancets, and spring powered lancet devices, visual reading and urine test strips
- Syringes and needles
- Insulin pumps and medical supplies required for the use of an insulin pump
- Diabetic shoes and inserts

Durable Medical Equipment (DME) is equipment that must be used primarily for medical purposes and requires a prescription from the treating physician for purchase or rental. It must be intended for repeated use and be useful primarily as a result of illness, injury or congenital defect.

Coverage

Rental or purchase of DME is limited to the basic equipment. Any supplies required to operate the equipment and special features that are considered Medically Necessary must be Preauthorized by BCN to be covered.

Basic diabetic supplies and equipment are covered when Medically Necessary, prescribed by the treating physician and obtained from an affiliated provider.

In some instances, BCN covers the same items covered by Medicare Part B as of the date of the purchase or rental. In some instances, BCN guidelines may differ from Medicare.

For specific coverage information and to locate a Participating Provider, please call Customer Service at the number provided on the back of your ID card.

Level 1 - Covered in full

Level 2 - Covered in full

Level 3 - Covered

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

Limitations

- The equipment must be considered DME under your Coverage, and must be appropriate

for home use.

- You must obtain the equipment from a BCN-approved supplier.
- Your Primary Care Physician or a Participating Provider must prescribe the equipment, and it must be Preauthorized by BCN.
- The equipment is the property of DME provider. When it is no longer Medically Necessary, you may be required to return it to the supplier.
- Repair or replacement, fitting and adjusting of DME is covered only when needed as determined by BCN resulting from body growth, body change or normal use. Repair of the item will be covered if it does not exceed the cost of replacement.

NOTE: Breast pumps are covered when Medically Necessary and obtained from a Participating Provider. (See Section 8.9 for additional information)

Exclusions include but are not limited to

- Deluxe equipment (such as motor-driven wheelchairs and beds) unless Medically Necessary for the Member and required so the Member can operate the equipment himself. (NOTE: If the deluxe item is requested when not Medically Necessary, the Approved Amount for the basic item may be applied toward the price of the deluxe item at the Member's option. You are responsible for any costs over the Approved Amount for the deluxe item that may be prescribed.)
- Items that are not considered medical items
- Duplicate equipment
- Items for comfort and convenience (such as bed boards, bathtub lifts, overbed tables, adjust-a-beds, telephone arms, air conditioners, hot tubs, water beds, etc.)
- Physician's equipment (such as blood pressure cuffs and stethoscopes)
- Disposable supplies (such as sheets, bags, elastic stockings)
- Exercise and hygienic equipment (such as exercycles, bidet toilet seats, bathtub seats, treadmills)
- Self-help devices that are not primarily medical items (such as sauna baths, elevators and ramps, special telephone or communication devices)
- Equipment that is experimental or for research (See Section 9)
- Needles and syringes for purposes other than the treatment of diabetes
- Repair or replacement due to loss or damage or damage that can be repaired
- Assistive technology and adaptive equipment such as computers, supine boards, prone standers and gait trainers
- Modifications to your home, living area or motorized vehicles - This includes equipment and the cost of installation of equipment such as central or unit air conditioners, swimming pools and car seats
- All repairs and maintenance that result from misuse or abuse
- Any late fees or purchase fees if the rental equipment is not returned within the stipulated period of time

8.18 Prosthetics and Orthotics

Definitions:

Prosthetics are artificial devices that serve as a replacement of a part of the body lost by injury (traumatic) or missing from birth (congenital). Prosthetic devices can be either:

- External: Prosthetic Devices - Devices such as an artificial leg, artificial arm or the initial set of prescription lenses for replacement of an organic lens of the eye following Medically Necessary eye surgery (e.g. cataract surgery) are considered external devices. or
- Internal: Implantable Prosthetic Devices – Devices surgically attached or implanted during a Preauthorized surgery such as a permanent pacemaker, artificial hip or knee, artificial heart valves, or implanted lens immediately following Preauthorized surgery for replacement of an organic lens of the eye (e.g. cataract surgery) are considered Internal devices.

Orthotics are artificial devices that support the body and assist in its function (e.g., a knee brace, back brace, etc.)

Coverage

Benefits for Prosthetics and Orthotics are covered only for the basic Prosthetic and Orthotic appliance and any Medically Necessary special features prescribed by the treating physician and Preauthorized by BCN. Coverage includes but is not limited to:

- Implantable or non-implantable breast prostheses required following a Medically Necessary mastectomy
- Repair, replacement, fitting and adjustments are covered only when needed as determined by BCN resulting from body growth, body change or normal use. Repair of the item will be covered if it does not exceed the cost of replacement.
- The initial set of prescription lenses (eyeglasses or contact lenses) are covered as a Prosthetic device immediately following Preauthorized surgery for replacement of an organic lens of the eye (e.g., cataract surgery).
- Contact lenses for the diagnosis and treatment of Keratoconus
- Replacement lenses for infants & children is as follows:
 - If cataract removal surgery is performed on one eye, one contact lens initially following surgery, and an additional replacement lens each year until the child's fifth birthday.
 - If cataract removal surgery is performed on both eyes, two lenses will be covered initially, and two replacement lenses annually until the child reaches his/her fifth birthday.
 - Replacement of lenses due to growth and development

Note: Replacement contact lenses are *not* covered under the medical plan beyond the child's fifth birthday. From that point, replacement contact lenses may be covered according to the terms of the Member's vision care rider, if applicable
- Shoe inserts and foot orthotics

For specific coverage information and to locate a Participating Provider, please call Customer Service at the number provided on the back of your ID card.

Level 1 - Covered in full

Level 2 - Covered in full

Level 3 - Covered

- Member is responsible for any amount in excess of Approved Amount

Limitations

- The item must meet the Coverage definition of a prosthetic or orthotic device and it must be Preauthorized by BCN.
- You must obtain the item or a BCN-approved supplier.
- The Primary Care Physician or a Participating Provider must prescribe the item.
- Coverage is limited to the basic items. If a deluxe item is requested, the Approved Amount for the basic item may be applied toward the price of the deluxe item at the Member's option. You are responsible for any costs over the Approved Amount for the different type of item that may be prescribed;
- Any special features that are considered Medically Necessary must be Preauthorized by BCN; and
- Replacement is limited to items that cannot be repaired or modified.

Exclusions include but are not limited to

Repair or replacement made necessary because of loss or damage caused by misuse or mistreatment are not covered. Also excluded, by example and not limitation, are the following:

- Sports-related braces
- Dental appliances, including bite splints
- Eyeglasses or contact lenses (except after lens surgery and for treatment of Keratoconus as listed above)
- Non-rigid appliances and over-the-counter supplies such as corsets, corrective shoes, wigs and hairpieces
- Over the counter arch supports, foot orthotics or shoe inserts that are not attached to a leg brace
- Devices that are experimental and research in nature
- Items for the convenience of the Member or caregiver
- Duplicate appliances and devices
- Repair or replacement due to loss, theft, damage or damage that cannot be repaired

8.19 Organ and Tissue Transplants

Organ or body tissue transplant and all related services are covered when

- Considered non-experimental in accordance with generally accepted medical practice
- Medically Necessary
- Preauthorized by BCN

- Performed at a BCN-approved transplant Facility

Donor Coverage for a BCN Recipient

For a Preauthorized transplant, we cover the necessary Hospital, surgical, laboratory and X-ray services for a Member and non-Member donor without any Cost Sharing.

Donor Coverage for a non-BCN Recipient

Member donor Cost Sharing may apply (as defined below) when Preauthorized if the recipient's health plan does not cover BCN Member donor charges.

Cost Sharing does apply (as defined below) if the recipient's coverage does not cover the BCN donor charges.

Coverage is provided for related cancer drug therapy pursuant to Section 8.28 of this Certificate of Coverage.

Level 1 - Covered in full

Level 2 - Covered in full for emergency admission only

- Not covered for non-emergent admissions

Level 3 - Covered for emergency admission only

- Not covered for non-emergent admissions

Exclusions include but are not limited to

- Community wide searches for a donor

8.20 Reconstructive Surgery

Definition

Reconstructive surgery is performed on abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease. It is generally performed to improve function but may also be done to approximate a normal appearance. Reconstructive surgery may include:

- Correction of a birth defect that affects function
- Breast reconstructive surgery following a Medically Necessary mastectomy
This may include nipple reconstruction, surgery and reconstruction of the other breast to produce a symmetrical appearance and treatment for physical complications resulting from the mastectomy, including lymphedema
- Reduction mammoplasty (breast reduction) for females
- Repair of extensive scars or disfigurement resulting from any surgery that would be considered a Covered Service under this Certificate of Coverage, disease, accidental injury, burns and/or severe inflammation

Coverage

Reconstructive surgery is covered as defined above when it is Medically Necessary and Preauthorized

by BCN.

Level 1 - Covered in full

Level 2 - Covered in full for emergency admission only

- Not covered for non-emergent admissions

Level 3 - Covered in full for emergency admission only

- Not covered for non-emergent admissions
- Member is responsible for any amount in excess of Approved Amount

8.21 Oral Surgery

Oral surgery and X-rays are covered only when Preauthorized by BCN.

- Treatment of fractures or suspected fractures of the jaw and facial bones and dislocation of the jaw
- Dental anesthesia in an Outpatient setting when Medically Necessary and approved by BCN
- Medically Necessary surgery for removing tumors and cysts within the mouth

NOTE: Hospital services are covered in full in conjunction with oral surgery when it is Medically Necessary for the oral surgery to be performed in a hospital setting.

- Oral surgery and dental services necessary for immediate repair of trauma to the jaw, natural teeth, cheeks, lips, tongue and roof and floor of the mouth - **NOTE:** "Immediate" means treatment within 72 hours of the injury. Any follow-up treatment performed after the first 72 hours post-injury is not covered.

Coverage

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - \$30 Copayment for each office visit

- Member is responsible for Copayment and any amount in excess of Approved Amount

NOTE: Dental services are not covered. See Section 9 for additional exclusions.

8.22 Temporomandibular Joint Syndrome (TMJ) Treatment

Definition

TMJ is a condition of muscle tension and spasms related to the temporomandibular joint, facial and/or cervical muscles that may cause pain, loss of function and/or physiological impairment.

Coverage

Medical services and treatment for TMJ listed below are covered when they are Medically Necessary and Preauthorized by BCN.

Covered Services include:

- Office visits for medical evaluation and treatment
- Specialty referral for medical evaluation and treatment
- X-rays of the temporomandibular joint, including contrast studies
- Surgery to the temporomandibular joint including, but not limited to condylectomy, meniscectomy, arthrotomy and arthrocentesis

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - \$30 Copayment for each office visit

- Member is responsible for Copayment and any amount in excess of Approved Amount

IMPORTANT: Dental services are not covered. See Section 9 for additional exclusions

Exclusions include but are not limited to

- Dental or orthodontic services, treatment, prostheses and appliances for or related to TMJ treatment
- Dental appliances, including bite splints
- Dental X-rays

8.23 Orthognathic Surgery

Definition

Orthognathic surgery is the surgical correction of skeletal malformations involving the lower or the upper jaw. A bone cut is usually made in the affected jaw and the bones are repositioned and realigned.

The Services listed below are covered when they are Medically Necessary and Preauthorized by BCN:

- Office consultation with Referral Physician
- Cephalometric study and X-rays
- Orthognathic surgery
- Postoperative care
- Hospitalization - only when it is Medically Necessary to perform the surgery in a hospital setting

Coverage

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - \$30 Copayment for each office visit

- Member is responsible for Copayment and any amount in excess of Approved Amount

Exclusions include but are not limited to

- Dental or orthodontic treatment including braces, prosthesis and appliances for or related to treatment for orthognathic conditions

8.24 Weight Reduction Procedures

Weight reduction procedures and surgery are covered when all of the following conditions are met:

- The BCN medical criteria and established guidelines related to the procedure
- The procedure is Preauthorized BCN as Medically Necessary
- Surgery is performed by the University of Michigan Health System

Coverage

Level 1 - \$1,000 Copayment or 50% whichever is less for all fees associated with weight reduction procedures, including related facility and professional services.

Level 2 - Not covered

Level 3 - Not covered

Exclusions include but are not limited to

Surgical treatment of obesity is limited to once per lifetime unless Medically Necessary as determined by BCN

8.25 Transgender Care

Gender-affirming surgery, which has historically been referred to as gender reassignment surgery (GRS) or sex reassignment surgery (SRS), involves the changing to a different sex through a surgical alteration to the genital area of the body. These procedures are typically done only after thorough evaluation and confirmed diagnosis of gender identity disorder. All services require Preauthorization by BCN.

Covered Services are limited to:

- Surgical reconstructive procedures of the genitals, also known as sex reassignment surgery
- Breast reduction and chest reconstruction for reassignment from female to male only
- Genital electrolysis or laser hair removal for reassignment at the surgical site for male to female transition surgery or from a donor site for female to male transition surgery
- Mental health support services consistent with an authorized gender assignment treatment plan

Coverage

Level 1 - Covered in full

Level 2 - Not covered

Level 3 - Not covered

Exclusions include but are not limited to

- Reversal of transgender surgical procedures
- Cosmetic procedures involving the face, breasts, abdomen, hips and other non-genital areas; including speech-language therapy, vocal cord procedures; electrolysis; and breast surgeries for male to female, unless as stated otherwise in Section 9.

8.26 Hearing Aid

Hearing Aid coverage is as follows:

- One (1) hearing evaluation test by a Plan Physician to determine if a hearing problem exists
- When authorized by a Plan Physician an audiometric examination and hearing aid evaluation test to determine hearing acuity and the specific type or brand of hearing aid needed
- Services provided for the fitting of a hearing aid and follow-up services to evaluate performance of the hearing aid and its conformance to the prescription

Limitations

- All services and hearing aids must be Preauthorized by BCN
- You must obtain the hearing aid from a BCN-approved supplier
- The hearing aid must be prescribed by Level 1 or Level 2 physician
- Hearing aids must be unilateral, binaural or the in-the-ear, behind the ear or on-the-body type. Eye-glass type hearing aids or other special features, to the extent the charge for such hearing aids or features exceed that for a covered hearing aid, are not a benefit; and
- Benefits for audiometric examination, hearing aid evaluation test and hearing aid are available only after 36 months have elapsed since the previous examination, test or aid provided under this Certificate of Coverage.

Coverage

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - \$30 Copayment for each office visit

- Member is responsible for any amount billed by the Provider that exceeds the Approved Amount

Exclusions include but are not limited to

- Replacement of hearing aids that are lost or broken and replacement parts and repairs are not a benefit unless at the time of such replacement you are eligible for an aid under the

frequency limitations of this Certificate of Coverage

- Replacement batteries
- Medical or surgical treatment or drugs and medications relating to hearing problems

8.27 Prescription Drugs and Supplies

Covered Prescription Drugs:

a) Prescription Drugs Received while you are an Inpatient

We cover prescription drugs and supplies that are prescribed and received during a covered Inpatient Hospital stay as medical benefits.

b) Cancer Drug Therapy

We cover cancer drug therapy and the cost of administration. The drug must be approved by the U. S. Food and Drug Administration (FDA) for cancer treatment.

Coverage is provided for the drug, regardless of whether the cancer is the specific cancer the drug was approved by the FDA to treat, if all of the following conditions are met:

- The drug is ordered by a physician for the treatment of cancer
- The drug is approved by the FDA for use in cancer therapy
- The physician has obtained informed consent from the Member or their representative for use of a drug that is currently not FDA approved for that specific type of cancer
- The drug is used as part of a cancer drug regimen
- The current medical literature indicates that the drug therapy is effective, and recognized cancer organizations generally support the treatment
- The treatment is Medically Necessary and Preauthorized by BCN

Cancer Drug Therapy - Covered in full

Cost of administration - Covered in full

Coordination of Benefits for cancer therapy drugs: If you have BCN Prescription Drug Rider or coverage through another plan, your BCN Prescription Drug Rider or your other plan will cover drugs for cancer therapy that are self-administered first before Coverage under this Certificate of Coverage.

c) Injectable Drugs

The following drugs are covered as medical benefits.

- Injectable and infusible drugs administered in a Facility setting
- Injectable and infusible drugs requiring administration by a health professional in a medical office, home or Outpatient Facility

We may require selected Drugs be obtained through a BCN approved designated supplier. BCN will manage the treatment setting for infusible drug services and may direct you to an infusion center or home setting.

Selected injectable drugs in certain categories and drugs that are not primarily intended to be

administered by a health professional are covered only if you have a BCN Prescription Drug Rider attached to this Certificate of Coverage.

Exclusions include but are not limited to

Drugs not approved by the FDA. Drugs not reviewed or approved by BCN. Experimental or investigational drugs as determined by BCN. Drugs that are intended to be self-administered as defined by the FDA are not covered under your medical benefit. This includes self-administered drugs for certain diseases, such as arthritis, hepatitis, multiple sclerosis, and for certain other illnesses or injuries. Self-administered drugs are covered only when you have a BCN Prescription Drug Rider.

d) Outpatient Prescription Drugs

We do not cover prescription drugs and supplies unless you have a BCN Prescription Drug Rider attached to this Certificate of Coverage. (See Section 9)

8.28 Clinical Trials

Definitions

Approved Clinical Trial means a Phase I, II, III or IV clinical trial that is conducted for the prevention, detection or treatment of cancer or other life-threatening disease or condition, and includes any of the following:

- A federally funded trial, as described in the Patient Protection and Affordable Care Act
- A trial conducted under an investigational new drug application reviewed by the FDA
- A drug trial that is exempt from having an investigational new drug application; or
- A study or investigation conducted by a federal department that meets the requirements of Section 2709 of the Patient Protection and Affordable Care Act.

Clinical Trials of experimental drugs or treatments proceed through four phases:

- **Phase I:** Researchers test a new drug or treatment in a small group of people (20-80) for the first time to evaluate its safety, to determine a safe dosage range and to identify side effects. Phase I trials do not determine efficacy and may involve significant risks as these trials represent the initial use in human patients.
- **Phase II:** The study drug or treatment is given to a larger group of people (100-300) to see if it is effective and further evaluate its safety.
- **Phase III:** If a treatment has shown to be effective in Phase II, it is subjected to additional scrutiny in Phase III. In this phase, the sample size of the study population is increased to between 1,000 and 3,000 people. The goals in Phase III are to confirm the effectiveness noted in Phase II, monitor for side effects, compare the study treatment against current treatment protocols, and collect data that will facilitate safe use of the therapy or treatment under review.
- **Phase IV:** These studies are done after the drug or treatment has been marketed or the new treatment has become a standard component of patient care. These studies continue testing the study drug or treatment to collect information about their effect in various populations

and any side effects associated with long-term use. Phase IV studies are required by the FDA when there are any remaining unanswered questions about a drug, device or treatment.

Experimental or Investigational is a service that has not been scientifically demonstrated to be as safe and effective for treatment of the Member's condition as conventional or standard treatment in the United States.

Life-threatening Condition means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Qualified Individual means a Member eligible for Coverage under this Certificate of Coverage who participates in an Approved Clinical Trial according to the trial protocol for treatment of cancer or other life-threatening disease or condition and either:

- The referring provider participated in the trials and has concluded that the Member's participation in it would be appropriate because the Member meets the trial's protocol; or
- The Member provides medical and scientific information establishing that the Member's participation in the trial would be appropriate because he/she meets the trial's protocol.

Routine Patient Costs means all items and services related to an approved clinical trial if they are covered under this Certificate of Coverage or any attached Riders for Members who are not participants in an Approved Clinical Trial. They do not include:

- The investigational item, device or Service itself;
- Items and services provided solely to satisfy data collection and analysis needs that are not used in the direct clinical management of the Member; or
- A Service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Coverage

We cover the routine costs of items and Services related to Phase I, Phase II, Phase III and Phase IV Clinical Trials whose purpose is to prevent, detect or treat cancer or other life-threatening disease or condition. Experimental treatment and Services related to the Experimental treatment are covered when all of the following are met:

- BCN considers the Experimental treatment to be conventional treatment when used to treat another condition (i.e., a condition other than what you are currently being treated for).
- The treatment is covered under your Certificate of Coverage and attached Riders when it is provided as conventional treatment.
- The Services related to the Experimental treatment are covered under this Certificate of Coverage and attached Riders when they are related to conventional treatment.
- The Experimental treatment and related Services are provided during BCN-approved clinical trial (check with your provider to determine whether a Clinical Trial is approved by BCN).

NOTE: This Certificate of Coverage does not limit or preclude the use of antineoplastic or off-label drugs when Michigan law requires that these drugs, and the reasonable cost of

their administration be covered.

Limitations and exclusions include but are not limited to

- The Experimental or Investigational item, device or Service itself
- Experimental treatment or Services related to Experimental treatment , except as explained under “Coverage” above
- Items and Services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the Member
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis
- Administrative costs related to Experimental treatment or for research management
- Coverage for Services not otherwise covered under this Certificate of Coverage
- Drugs or devices provided to you during a BCN approved oncology clinical trial will be covered only if they have been approved by the FDA, regardless of whether the approval is for treatment of the Member’s condition, and to the extent they are not normally provided or paid for by the sponsor of the trial or the manufacturer, distributor or provider of the drug or device
- Complications resulting from an Experimental procedure

Section 9: Exclusions and Limitations

This section lists the exclusions and limitations of this Certificate of Coverage. Please refer to a specific service within this document for additional exclusions and limitations.

9.1 Facility Admission Prior to Effective Date

If you must be admitted to a hospital, skilled nursing or residential Substance Use/psychiatric Facility before your effective date of Coverage, Coverage for the inpatient or Facility care will begin on the effective date of coverage only if:

- You have no continuing coverage under any other health benefits contract, program or insurance; or
- You had no previous coverage.

Advise the Facility of your change in coverage and request them to notify BCN of your Facility admission. This will assist BCN in managing your care.

9.2 Services That Are Not Medically Necessary

Services that are not Medically Necessary are not covered unless specified in this Certificate of Coverage. The Medical Director makes the final determination of Medical Necessity.

9.3 Non-covered Services

Coverage does not include the following services:

- Services that do not meet the terms and guidelines of this Certificate of Coverage
- Private duty nursing
- Services provided or performed by a Chiropractor
- Male mastectomy for treatment of gynecomastia
- Cognitive services including but not limited to those pertaining to perception, attention, memory or judgment, Examples include but are not limited to, cognitive training, retraining and rehabilitation; skills and memory therapies; stress reduction; relaxation therapies; and biofeedback
- Food and dietary supplements, vitamins, minerals, and infant formula (This exclusion does not apply to enteral feedings when they are your or a Dependent's sole source of nutrition.)
- All facility, ancillary and physician services, including diagnostic tests, related to experimental or investigational procedures
- Experimental or investigational procedures, treatments, drugs or devices

9.4 Cosmetic Surgery

Cosmetic surgery is surgery done primarily to improve appearance and/or self-esteem. We do **not** cover cosmetic surgery or any of the related services, such as pre-or post-surgical care, follow-up care, or reversal or revision of the surgery.

9.5 Prescription Drugs

You are not covered for any outpatient prescription drugs, over-the-counter drugs or products, or any medicines incidental to outpatient care except as defined in Section 8 under this Certificate of Coverage.

9.6 Military Care

Care for diseases or disabilities connected with military service are not covered if you are legally entitled to obtain services from a military Facility, and such a Facility is available within a reasonable distance.

9.7 Custodial Care

There is no coverage for Custodial Care, i.e., care that is primarily for the maintenance of the Member's basic needs for food, shelter and clothing. This means that Custodial Care is not covered in settings such as your home, a nursing home, residential institution or any other setting that is not required to support medical and skilled nursing care.

9.8 Comfort and Convenience Items

Personal or comfort items, such as telephone, television, etc. are not covered. See Durable Medical Equipment section for additional exclusions.

9.9 Mental Health/Substance Use

Coverage does not include the following services:

- Care provided by Non-Participating facilities except for emergency admissions to the point of stabilization;
- Psychoanalysis and open-ended psychotherapy;
- Custodial (non-skilled) care when received in a home or facility on a temporary or permanent basis. Examples of such care include three-quarter house or half-way house placement, room and board, health care aids and personal care designed to help in activities of daily living (ADL) or to keep from continuing unhealthy activities;
- Transitional living centers such as three-quarter house or half-way house, therapeutic, boarding schools, domiciliary foster care and milieu therapies such as wilderness programs, other supportive housing, and group homes;
- Treatment of Chronic illnesses is limited to:
 - Treatment that is medically necessary to prevent an acute episode of Chronic illness:
or
 - Treatment that is Acute exacerbation of Chronic illness (any level of care, subject to other exclusions)
- Services available through the public sector. Such services include, but are not limited to, psychological and neurological testing for educational purposes, services related to adjustment to adoption, group home placement or Assertive Community Treatment;
- Treatment programs that have predetermined or fixed lengths of care

- Court ordered examinations, tests, reports or treatments that do not meet requirements for Mental Health or Substance Use coverage;
- Marital counseling services;
- Religious oriented counseling provided by a religious counselor who is not a Participating Provider;
- Gambling addiction issues;
- Care, services, supplies or procedures that is cognitive in nature (such as memory enhancement, development or retraining);
- Treatment of or programs for sex offenders or perpetrators of sexual or physical violence;
- Services to hold or confine a person under chemical influence when no medical services are required;
- The costs of a private room or apartment; and
- Non-medical services including enrichment programs such as: dance therapy, art therapy, equine therapy, ropes courses, music therapy, yoga and other movement therapies, guided imagery, consciousness raising, socialization therapy, social outings and education/preparatory courses or classes are not covered as separate charges.

9.10 Court Related Services

- There is no coverage for court ordered services including but not limited to pretrial and court testimony, a court-ordered exam, or the preparation of court-related reports that does not meet Coverage requirements.
- There is no coverage for court-ordered treatment for Substance Use or mental illness except as specified in Sections 8.
- Services related to your convicted commission of a crime or participation in an illegal activity.
- Services rendered while you are in the custody of law enforcement.

9.11 Elective Procedures

The following elective procedures are not covered:

- Reversal of surgical sterilization;
- Reversal of transgender transition services;
- Artificial insemination;
- All services related to surrogate parenting arrangements, including, but not limited to, maternity and obstetrical care for non-member surrogate parents;
- Services and supplies provided by a lay-midwife and home births; and
- Infertility treatment including prescription drugs except for the diagnosis of infertility and in-vitro fertilization as described in this document.

9.12 Dental Services

There is no Coverage for dental services, dental prostheses, restoration or replacement of teeth,

X-rays, oral surgery or anesthesia for dental procedures even if related to a medical condition or treatment except as specifically stated in Section 8.

9.13 Services Covered Through Other Programs

There is no Coverage for any services that are available to you under the following circumstances:

- Under an extended benefits provision of any other health insurance or health benefits plan, policy, program or benefit document.
- Under any other policy, program, contract or insurance as stated in Chapter 1, General Provisions, Section 3, "Other Party Liability." (General Provisions is the chapter of this booklet that describes the rules of your Coverage.)
- Under any public health care, school or public program supported totally or partly by state, federal or local governmental funds, except where your Coverage is required by law to be your primary Coverage.
- Under any contractual, employment or private arrangement (not including insurance) that you made that promises to provide, reimburse or pay for health, medical or hospital services.
- Emergency Services paid by foreign government public health programs.
- Any services whose costs are covered by third parties (including but not limited to, employer paid services such as travel inoculations and services paid for by research sponsors).

9.14 Alternate Services

Any alternative service (a treatment not traditionally being used in standard Western medicine, and is not widely taught in medical schools), such as acupuncture, herbal treatments, massage therapy, therapeutic touch, aroma-therapy, naturopathic medicine (herbs and plants), homeopathy, and traditional Chinese medicine is not covered.

9.15 Vision Services

The following vision services or items are not covered.

- Radial keratotomy
- Laser-Assisted in situ Keratomileusis (LASIK)
- Visual training or visual therapy for learning disabilities such as dyslexia
- Glasses, frames and contact lenses except as specified in Section 8
- Dilation

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

Customer Service

800-658-8878

TTY for the hearing impaired: 800-649-3777

8:00 a.m. to 5:30 p.m. Monday through Friday

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Grand Rapids, MI 49516-8767