



# Evidence of Coverage Health Benefit Plan-2022

**TENNESSEE VALLEY AUTHORITY-2022**





# Nondiscrimination Notice

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

## BlueCross:

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

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

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

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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

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

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

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

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

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

ໂປດຊາບ: ຖ້າ ງ່າ ງ່າ ທ່ານ ນຳ ພາ ສາ ລາ ບ, ການ ບໍ ລິ ການ ລຳ ອຍ ຕາ ອ່ອນ ການ ພາ ສາ, ໂດຍ ບໍ ລິ ສັ ດ ອ່າ, ແມ ນ ນ ັ ອມ ໃຫ້ ທ່ານ. ໂທ 1-800-565-9140 (TTY: 1-800-848-0298).

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

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

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

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

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

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

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

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

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

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

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

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

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

## **NOTICE**

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

**CUSTOMER SERVICE DEPARTMENT  
BLUECROSS BLUESHIELD OF TENNESSEE, INC.,  
ADMINISTRATOR  
1 CAMERON HILL CIRCLE  
CHATTANOOGA, TENNESSEE 37402  
(800) 245-7942**



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## INTRODUCTION

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

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

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

Employer has delegated discretionary authority to make any benefit determinations to the administrator, the Employer also has the authority to make any final Plan determination. The Employer, as the Plan Administrator, and BlueCross also have the authority to construe the terms of Your Coverage. The Plan and BlueCross shall be deemed to have properly exercised that authority unless it abuses its discretion when making such determinations, whether or not the Employer’s benefit plan is subject to ERISA. The Employer retains the authority to determine whether You or Your dependents are eligible for Coverage.

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

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

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

## BENEFIT ADMINISTRATION ERROR

If the administrator makes an error in administering the benefits under this EOC, the Plan may provide additional benefits or recover any overpayments from any person, insurance company, or plan. No such error may be used to demand more benefits than those otherwise due under this EOC.

## NOTIFICATION OF CHANGE IN STATUS

Changes in Your status can affect the service under the Plan. To make sure the Plan works correctly, please notify People First Solution Center at 865-632-8800, 423-751-8800, or 888-275-8094 when You change:

- name;
- address;
- telephone number;
- employment

Notify the customer service department at the number listed on the Subscriber’s membership ID card when You have a change in the status of any other health coverage You have.

Subscribers must notify People First Solution Center of any eligibility or status changes for themselves or Covered Dependents, including:

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

## ELIGIBILITY

Any Employee of the Employer and his or her family dependents who meet the eligibility requirements of this Section will be eligible for Coverage if properly enrolled for Coverage, and upon payment of the required Payment for such Coverage. If there is any question about whether a person is eligible for Coverage, TVA shall make final eligibility determinations in accordance with the requirements of this EOC.

### A. Subscriber

To be eligible to enroll as a Subscriber must be:

An annual full-time TVA employee, or part-time employee regularly scheduled to work 16 hours or more per week.

OR

A TVA employee having worked an average of 30 hours or more per week during the previous fiscal year

OR

An employee of a union directly representing TVA salary policy employees

OR

A retiree not eligible for Medicare hospital insurance who meets the criteria for retiree medical coverage as determined by TVA.

OR

A retired employee of a union directly representing TVA salary policy employees.

Eligible employees and retirees must enroll in the Plan in accordance with the enrollment processes and timeframes established by TVA.

### B. Covered Dependents

Dependents eligible for coverage include the Subscriber's:

Spouse. (Common-law spouses may be recognized as eligible for plan coverage if the employee resides in a state that recognizes common-law marriage and provides evidence satisfactory to TVA to document the common-law relationship.)

Natural child, adopted child, foster child, stepchild, or child for whom the Subscriber is legal guardian or for whom the Subscriber has legal custody who is under the age of 26.

Coverage for dependent children may be continued past the age limit if the child is certified as disabled due to physical handicap or mental illness, through receipt of Social Security Disability or other private disability benefits, or as determined by the administrator. The disabling condition must have begun before reaching the dependent age limit and the dependent must be currently enrolled in the health plan. TVA must receive this certification at least thirty-one (31) days prior to the date of coverage termination. Certification of disability may be required on an annual basis.

A child is considered a foster child if:

1. TVA receives the application to cover the child within thirty-one (31) days prior to the placement or date the child established residency, whichever is earlier;
2. The placement is for a minimum of twenty-five (25) days per month and expected to exceed one year; and
3. The medical expenses of the child are not covered by any other group coverage or by the agency through which the child was placed.

Notarized statements of custody, guardianship, adoption, foster care, or legitimacy are not acceptable documentation. Copies of the actual legal papers as issued with the final decree from the respective court or legal placement papers issued by the authorized agency are required.

An employee or retiree cannot be covered as an employee or retiree and as the spouse or dependent of an employee or retiree. A dependent child can be covered under only one TVA-sponsored medical plan.

TVA's determination of eligibility under the terms of this provision shall be final.

The Plan reserves the right to require proof of eligibility including--but not limited to--marriage certificates, birth certificates, and certified copies of qualified medical child support orders.

## ENROLLMENT IN THE PLAN

Eligible Employees may enroll for Coverage for themselves and their eligible dependents as set forth in this section.

### A. Initial Enrollment Period

Eligible employees and retirees may enroll for Coverage for themselves and their eligible dependents within the first 30 days after becoming eligible for Coverage. They must enroll in the Plan in accordance with the enrollment processes and timeframes established by TVA.

### B. Open Enrollment Period

Eligible Employees shall be entitled to apply for Coverage for themselves and eligible dependents during the TVA Open Enrollment Period. The eligible Employee must enroll in accordance with the open-enrollment processes and timeframes established by TVA.

There is not an open-enrollment period for retirees.

### C. Adding Dependents

A Subscriber may add a dependent who became eligible after the Subscriber enrolled as follows:

1. A newborn child of the Subscriber or the Subscriber's spouse is automatically Covered from the moment of birth for a period of 30 days. In order to continue Coverage beyond 30 days, the newborn child must be added as a Covered Dependent by enrolling such dependent within 30 days of the birth.
2. A legally adopted child including children placed with You for the purpose of a adoption, will be Covered as of the date of adoption or placement for a adoption. Children, or a child for whom the Subscriber has been appointed legal guardian by a court of competent jurisdiction, will be Covered effective on the date the child is placed in the Subscriber's physical custody. The Subscriber must enroll that child within 30 days of the date that the Subscriber acquires the child.
3. Any other new dependent, (e.g., if the Subscriber marries) may be added as a Covered Dependent if the Subscriber enrolls such dependent within 30 days of the date that person first becomes eligible for Coverage.

Employees and retirees must contact People First Solution Center to add eligible

dependents. Dependents cannot be added by contacting a administrator.

### D. Late Enrollment for Employees

Employees or their dependents who do not enroll when becoming eligible for Coverage under (A), (B) or (C), above may enroll:

1. During a subsequent Open Enrollment Period for employees; or
2. If the Employee acquires a new dependent, and he or she applies for Coverage within 30 days.

### E. Late Enrollment for Retirees

A retiree who does not enroll within 30 days of retirement will not have another opportunity to enroll in a TVA-sponsored retiree medical plan.

A retiree who signed a form provided by TVA prior to July 1993 to defer enrollment for the retiree (or dependents) because of medical coverage in another group plan may be eligible to enroll in a TVA retiree medical plan within 30 days of the date such other coverage ended. Questions about the possibility of enrolling in a TVA plan should be directed to People First Solution Center.

### F. Change in Status for Employees

If You have a change in status, You may be eligible to change Your Coverage other than during the Open Enrollment Period. Subscribers must, within the time-frame set forth below, submit a change form to the Group representative to notify the Plan of any changes in status for themselves or for a Covered Dependent. Any change in Your elections must be consistent with the change in status.

1. You must request the change within 30 days of the change in status for the following events: (1) marriage or divorce; (2) death of the Employee's spouse or dependent; (3) change in dependency status; (4) Medicare eligibility; (5) coverage by another Payor; (6) birth or adoption of a child of the Employee or acquisition of an eligible dependent through legal custody or legal guardianship; (7) termination of employment, or commencement of employment, of the Employee's spouse; (8) switching from part-time to full-time, or from full-time to part-time status by the Employee or the Employee's spouse; (9) taking an unpaid leave of absence by the Employee or the Employee's spouse, or returning from unpaid leave of absence; (10)

significant change in the health cost or coverage of the Employee or the Employee's spouse attributable to the spouse's employment.

2. You must request the change within 60 days of the change in status for the following events:  
(1) loss of eligibility for Medicaid or CHIP coverage, or (2) becoming eligible to receive a subsidy for Medicaid or CHIP coverage.

#### **G. Change in Status for Retirees**

1. If a retiree that is covered under a TVA plan gains a newly eligible dependent (e.g., gets married, has a baby, adopts a child) and is eligible to enroll the newly eligible dependent, he/she must enroll that newly eligible dependent within 30 days of the event date. If he/she fails to add the newly eligible dependent within 30 days of the event date, the newly eligible dependent can only be added by providing (without expense to the plan or the Administrator) evidence of good health of the newly eligible dependent if requested within 180 days of event date. Eligible coverage will begin on the first day of the calendar month following the date the Administrator determines such evidence to be acceptable.

#### **H. Restoration of Coverage for Employees**

1. An active employee restored with restoration rights following service in the Armed Forces or the Public Health Service is entitled to reinstatement hereunder at the time of restoration. To exercise this right, the employee must apply for coverage within 31 days of restoration. Coverage will begin on the date of restoration.  
  
If the employee so restored wants coverage restored retroactive to the date of discharge, it may be done by making payment for total premiums for all full calendar months from the date of discharge to the beginning of the first full month following restoration.
2. An active employee who is otherwise restored and entitled to restoration of medical plan coverage may elect to be covered retroactive to the date medical coverage terminated after termination of employment and must pay the employee contributions to cover that period. If the employee elects not to be retroactive covered under the medical plan, medical coverage is handled as for a new employee, and coverage would become effective the date the

employee returns to active employment. Where TVA determines that the time period was not missed due to the fault of the employee and failure to grant a waiver would be against equity and good science, a waiver may be granted by TVA.

#### **I. Death of Active Employee**

1. When an active employee with coverage for self and dependent(s) dies, coverage for the dependent(s) is continued through the end of the month. Additionally, the dependent coverage is continued under the active employee plan for two (2) more months. The surviving dependent(s) must then apply for coverage to be continued under the retiree plan by submitting the appropriate retiree medical plan enrollment form within 31 days of the date the active coverage ends. Such retiree coverage shall become effective on the day following the termination of the active employee dependent(s) coverage.

**Questions regarding status changes must be directed to People First Solution Center at 865-632-8800, 423-751-8800, or 888-275-8094.**

## **WHEN COVERAGE BEGINS**

If You are eligible, have enrolled and have paid or had the Payment for Coverage paid on Your behalf, Coverage under this EOC shall become effective on the earliest of the following dates:

### **A. Effective Date of ASA**

Coverage shall be effective on the effective date of the ASA, if all eligibility requirements are met as of that date; or

### **B. Enrollment During an Open Enrollment Period**

Coverage shall be effective on January 1st of the calendar year following the Open Enrollment Period.

### **C. Newly Eligible Employees**

Coverage shall be effective on the date of eligibility as specified in the ASA; or

### **D. Newly Eligible Dependents**

- (1) Dependents acquired as the result of Employee's marriage – Coverage will be effective on the day of the marriage.
- (2) Newborn children of the Employee or Employee's spouse- Coverage will be effective as of the date of birth;
- (3) Dependents adopted or placed for adoption with Employee – Coverage will be effective as of the date of adoption or placement for adoption, whichever is first.
- (4) Dependents acquired through legal custody or legal guardianship – Coverage will be effective the date of the court order awarding custody or guardianship to the Employee.

Eligible employees and retirees must enroll newly eligible dependents in accordance with the enrollment processes and timeframes established by TVA.

## WHEN COVERAGE ENDS

### A. Termination or Modification of Coverage by BlueCross or the Employer

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

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

### B. Termination of Coverage Due to Loss of Eligibility

**Employment Ends** - If Your employment ends, Your Coverage will terminate at 12:00 midnight on the last day of the month in which your employment ends. When Your coverage ends, coverage for your dependents will end at the same time.

**Divorce or Legal Separation** - Coverage for a spouse ends on the date of legal separation or divorce.

**Dependent Loses Eligibility** - Coverage for a dependent ends on the date the dependent becomes ineligible.

**Becoming Eligible for Medicare** - Coverage for a retiree or a retiree's dependent will end at the end of the month before the retiree or dependent becomes eligible for Medicare hospital insurance. However, employees and their dependents otherwise eligible for Medicare hospital insurance may continue coverage in this plan in accordance with Federal laws regarding older workers, unless they choose to end their active employee coverage in this plan.

### C. Termination or Rescission of Coverage

The Plan or Employer may terminate Your Coverage if:

1. You fail to make a required Member Payment when it is due. (The fact that You have made a Payment contribution to the Employer will not prevent the administrator from terminating Your Coverage if the

Employer fails to submit the full Payment for Your Coverage to the administrator when due); or

2. You fail to cooperate with the Plan or Employer as required; or
3. You have made a misrepresentation of fact or committed fraud against the Plan. This provision includes, but is not limited to, furnishing incorrect or misleading information or permitting the improper use of the membership ID card.

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

### D. Payment For Services Rendered After Termination of Coverage

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

### E. CONVERSION TO NON-GROUP CONTRACT

If a person's coverage under this Plan ends while this contract is in effect, that person may apply for coverage under a non-group plan available through the administrator if the person lives in Tennessee or through the BlueCross BlueShield plan that covers the area in which the person lives if other than Tennessee.

The person must apply for the new contract within 31 days after coverage under this Plan ends or otherwise as provided for by the administrator or the BlueCross BlueShield plan in that area.

This conversion is not available if coverage terminated under this Plan because the person became eligible for Medicare hospital insurance or became eligible for similar group coverage within 31 days following termination of coverage under this Plan.

## **PRIOR AUTHORIZATION, CARE MANAGEMENT, MEDICAL POLICY AND PATIENT SAFETY**

BlueCross BlueShield of Tennessee provides services to help manage Your care including, performing Prior Authorization of certain services to ensure they are Medically Necessary, Concurrent Review of hospitalization, discharge planning, Care Management and specialty programs, such as transplant case management. BlueCross also provides Utilization Policies.

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

### **A. Prior Authorization**

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

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

- Inpatient Hospital and Inpatient Hospice stays (except initial maternity admission and Emergency admissions)
- Skilled nursing facility and rehabilitation facility admissions
- Certain air ambulance services
- Certain Specialty Drugs
- Certain Durable Medical Equipment (DME) greater than \$500.
- Certain Advanced Radiological Imaging
- Certain musculoskeletal procedures (including, but not limited to, spinal Surgeries, spinal injections, and hip, knee and shoulder Surgeries).

Notice of changes to the Prior Authorization list will be made via Our web site and the Member newsletter. For the most current list of services that require Prior Authorization, call Our consumer advisors or visit Our web site at [bcbs.tn.com](http://bcbs.tn.com).

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

If You are receiving Inpatient Facility services from a Network Provider outside of Tennessee, and those services require a Prior Authorization, the Network Provider is responsible for obtaining Prior Authorization.

If the Network Provider fails to obtain Prior Authorization, You are not responsible for any Penalty or reduction in benefits, unless You have signed a document agreeing to pay for the service regardless of Coverage.

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

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

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

### **B. Care Management**

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

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

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

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

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

### C. Medical Policy

BlueCross medical policies address new and emerging medical technologies. Medical policy looks at the value of new and current medical science. Its goal is to make sure that Covered Services have proven medical value.

Medical policies are based on an evidence-based research process that seeks to determine the scientific merit of a particular medical technology. Determinations with respect to technologies are made using technology evaluation criteria. “Technologies” means devices, procedures, medications and other emerging medical services.

Medical policies state whether or not a technology is Medically Necessary, Investigational or cosmetic. As technologies change and improve, and as Members’ needs change, We may reevaluate and change medical policies without formal notice. Visit [bcbst.com/mpm](http://bcbst.com/mpm) to review Our medical policies.

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

### D. Patient Safety

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

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



## INTER-PLAN ARRANGEMENT

### 1. Out-of-Area Services

#### Overview

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

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

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

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

#### A. BlueCard® Program

Under the BlueCard® Program, when You receive Covered Services within the geographic area served by a Host Blue, We will remain responsible for doing what We agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

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

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

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

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

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

- *BlueCard® Program*

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

- *Value-Based Program Definitions*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When Covered Services are provided outside of Our service area by nonparticipating

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

##### **2. Exceptions**

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

#### **E. Blue Cross Blue Shield Global® Core**

If You are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), You may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although Blue Cross Blue Shield Global Core assists You with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when You receive care from providers outside the BlueCard service area, You will typically have to pay the Providers and submit the claims Yourself to obtain reimbursement for these services.

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

with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- **Inpatient Services**

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

- **Outpatient Services**

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

- **Submitting a BlueCross BlueShield Global Core Claim**

When You pay for Covered Services outside the BlueCard service area, You must submit a claim to obtain reimbursement. For institutional and professional claims, You should complete a BlueCross BlueShield Global Core claim form and send the claim form with the provider's itemized bill(s) to the service center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of Your claim. The claim form is available from Us, the service center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If You need assistance with Your claim submission, You should call the service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

## CLAIMS AND PAYMENT

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

### A. Claims.

Federal regulations use several terms to describe a claim: pre-service claim; post-service claim; and a claim for Urgent Care.

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

### B. Claims Billing.

1. You should not be billed or charged for Covered Services rendered by Network Providers, except for required Member Payments. The Network Provider will submit the claim directly to Us.
2. You may be charged or billed by an Out-of-Network Provider for Covered Services rendered by that Provider. If You use an Out-of-Network Provider, You may be responsible for the difference between Billed Charges and the Maximum Allowable Charge for a Covered Service. You are also responsible for complying with any of the Plan's medical management policies or procedures (including obtaining Prior

Authorization of such Services, when necessary).

- a. If You are charged or receive a bill, You must submit a claim to Us.
  - b. To be reimbursed, You must submit the claim within 1 year and 90 days from the date a Covered Service was received. If You do not submit a claim within the 1 year and 90 day time period, it will not be paid. If it is not reasonably possible to submit the claim within the 1 year and 90 day time period, the claim will not be invalidated or reduced.
3. Not all Covered Services are available from Network Providers. There may be some Provider types that We do not contract with. These Providers are called Non-Contracted Providers. Claims for services received from Non-Contracted Providers are handled as described in sections 2. a. and b. above. You are also responsible for complying with any of the Plan's medical management policies or procedures (including, obtaining Prior Authorization of such Services, when necessary).
  4. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. You must submit proof of payment acceptable to Us with the claim form. We may also request additional information or documentation if it is reasonably necessary to make a Coverage decision concerning a claim.
  5. A Network Provider or an Out-of-Network Provider may refuse to render a service, or reduce or terminate a service that has been rendered, or require You to pay for what You believe should be a Covered Service. If this occurs:
    - a. You may submit a claim to Us to obtain a Coverage decision concerning whether the Plan will Cover that service. For example, if a pharmacy (1) does not provide You with a prescribed medication; or (2) requires You to pay for that prescription, You may submit a claim to the Plan to obtain a Coverage decision about whether it is Covered by the Plan.
    - b. You may request a claim form from Our customer service department. We will send You a claim form within 15 days. We may request additional information or documentation if it is reasonably

necessary to make a Coverage decision concerning a claim.

6. Providers may bill or charge for Covered Services differently. Network Providers are reimbursed based on Our agreement with them. Different Network Providers have different reimbursement rates for different services. Your Out-of-Pocket expenses can be different from Provider to Provider.

### **C. Payment.**

1. If You received Covered Services from a Network Provider, the Plan will pay the Network Provider directly. You authorize assignment of benefits to that Network Provider. If You have paid that Provider for the same claim, You must request repayment from that Provider.
2. Out-of-Network Providers and Non-Contracted Providers may or may not file Your claims for You. A completed claim form for Covered Services must be submitted in a timely manner. After a completed claim form has been submitted, the Plan will pay the Provider directly for Covered Services, unless You submit proof of payment to Us before payment is made to the Provider. You authorize assignment of benefits to the Provider. If the Plan pays the Provider and You have paid that Provider for the same claim, You must request repayment from that Provider. You may be responsible for any unpaid Billed Charges. The Plan's Payment fully discharges its obligation related to that claim.
3. We will pay benefits according to the Plan within 30 days after We receive a claim form that is complete. Claims are processed in accordance with Our internal administration procedures, and based on Our information at the time We receive the claim form. Neither the Plan nor We are responsible for over or under payment of claims if Our information is not complete or is inaccurate. We will make reasonable efforts to obtain and verify relevant facts when claim forms are submitted.

4. At least monthly, You will receive a Claim Summary that describes how a claim was treated. The Claim Summary, sometimes referred to as the Explanation of benefits (EOB), shows how a claim paid, denied, how much was paid to the Provider and will also let You know if You owe an additional amount to that Provider. The administrator will make the Claim Summary available to You at [www.bcbst.com](http://www.bcbst.com), or You can obtain it at no cost by calling Our consumer advisors at the number listed on Your ID card.
5. You are responsible for paying any applicable Copayments, Coinsurance, or Deductible amounts to the Provider. If We pay such amounts to a healthcare provider on Your behalf, We may collect those cost-sharing amounts directly from You.

Payment for Covered Services is more fully described in Attachment C: Schedule of Benefits.

### **D. Complete Information.**

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

Mail all claim forms to:

BlueCross BlueShield of Tennessee  
Claims Service Center  
1 Cameron Hill Circle, Suite 0002  
Chattanooga, Tennessee 37402-0002

## COORDINATION OF BENEFITS

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

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

### 1. Definitions

The following terms apply to this provision:

a. "Plan" means any form of medical or dental coverage with which coordination is allowed. "Plan" includes:

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

b. "Plan" does not include individual or family:

- (1) Insurance contracts;
- (2) Subscriber contracts;
- (3) Coverage through Health Maintenance (HMO) organizations;
- (4) Coverage under other prepayment, group practice and individual practice plans;
- (5) Public medical assistance programs (such as TennCare<sup>sm</sup>);
- (6) Group or group-type hospital indemnity benefits of \$100 per day or less;
- (7) School accident-type coverages.

Each Contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two parts and COB rules apply to only one of the two, each of the parts is a separate Plan.

c. "This Plan" refers to the part of the employee welfare benefit plan under which benefits for health care expenses are provided.

The term "Other Plan" applies to each arrangement for benefits or services, as well as any part of such an arrangement that considers the benefits and services of other contracts when benefits are determined.

d. Primary Plan/Secondary Plan.

- (1) The order of benefit determination rules state whether This Plan is a "Primary Plan" or "Secondary Plan" as to another plan covering You.
- (2) When This Plan is a Primary Plan, its benefits are determined before those of the Other Plan. We do not consider the Other Plan's benefits.
- (3) When This Plan is a Secondary Plan, its benefits are determined after those of the Other Plan and may be reduced because of the Other Plan's benefits.
- (4) When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more Other Plans, and may

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

The benefits of the Plan that covers the person as an Employee, Member, or Subscriber (that is, other than as a Dependent) are determined before those of the Plan which covers the person as a Dependent, except that:

    - (1) if the person is also a Medicare beneficiary and,
    - (2) if the rule established by the Social Security Act of 1965 (as amended) makes Medicare secondary to the Plan covering the person as a Dependent of an active Employee, then the order of benefit determination shall be:
      - benefits of the Plan of an active Employee covering the person as a Dependent;
      - Medicare;
  - benefits of the Plan covering the person as an Employee, Member, or Subscriber.
  - b. Dependent Child/Parents Not Separated or Divorced
 

Except as stated in Paragraph (c) below, when This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":

    - (1) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
    - (2) If both parents have the same birthday, the benefits of the Plan that has covered one parent longer are determined before those of the Plan that has covered the other parent for a shorter period of time.
    - (3) However, if the Other Plan does not have the rule described immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the Other Plan will determine the order of benefits.
  - c. Dependent Child/Separated or Divorced Parents
 

If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:

    - (1) First, the Plan of the parent with custody of the child;
    - (2) Then, the Plan of the spouse of the parent with the custody of the child; and
    - (3) Finally, the Plan of the parent not having custody of the child.
    - (4) However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. The Plan of the

other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- (5) If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in Paragraph 2(b), Dependent Child/Parents Not Separated or Divorced.

d. Active/Inactive Employee

The benefits of a Plan that covers a person as an Employee who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired Employee. If the Other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this Rule is ignored.

e. Longer/Shorter Length of Coverage

If none of the above Rules determines the order of benefits, the benefits of the Plan that has covered an Employee, Member, or Subscriber longer are determined before those of the Plan that has covered that person for the shorter term.

- (1) To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended.
- (2) The start of the new Plan does not include:
  - A change in the amount or scope of a Plan's benefits;
  - A change in the entity that pays, provides, or administers the Plan's benefits; or
  - A change from one type of Plan to another (such as, from a single Employer Plan to that of a multiple Employer plan.)

- (3) The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a Member of the Group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

If the Other Plan does not contain provisions establishing the Order of Benefit Determination Rules, the benefits under the Other Plan will be determined first.

f. Plans with Excess and Other Non-conforming COB Provisions

Some Plans declare their coverage "in excess" to all Other Plans, "always Secondary," or otherwise not governed by COB rules. These Plans are called "Non-complying Plans."

Rules. This Plan coordinates its benefits with a Non-complying Plan as follows:

- (1) If This Plan is the Primary Plan, it will provide its benefits on a primary basis.
- (2) If This Plan is the Secondary Plan, it will provide benefits first, but the amount of benefits and liability of This Plan will be limited to the benefits of a Secondary Plan.
- (3) If the Non-complying Plan does not provide information needed to determine This Plan's benefits within a reasonable time after it is requested, This Plan will assume that the benefits of the Non-complying Plan are the same as the benefits of This Plan and provide benefits accordingly. However, this Plan must adjust any payments it makes based on such a assumption whenever information becomes available as to the actual benefits of the Non-complying Plan.
- (4) If:
  - (a) The Non-complying Plan reduces its benefits so that the Member receives less in



benefits than he or she would have received had the Complying Plan paid, or provided its benefits as the Secondary Plan, and the Non-complying Plan paid or provided its benefits as the Primary Plan; and

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

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

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

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

- a. Benefits of This Plan will be reduced when the sum of:
  - (1) the benefits that would be payable for the Allowable Expenses under This Plan, in the absence of this COB provision; and
  - (2) the benefits that would be payable for the Allowable Expenses under the Other Plan(s), in the absence of provisions with a purpose similar to that of this COB provision, whether or not a claim for benefits is made;exceeds Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the Other Plan(s) do not total more than Allowable Expenses.

- b. When the benefits of This Plan are reduced as described above, each benefit is reduced proportionately and is then charged against any applicable benefit limit of This Plan.
- c. The administrator will not, however, consider the benefits of the Other Plan(s) in determining benefits under This Plan when:
  - (1) the Other Plan has a rule coordinating its benefits with those of This Plan and such rule states that benefits of the Other Plan will be determined after those of This Plan; and
  - (2) the order of benefit determination rules requires Us to determine benefits before those of the Other Plan.

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

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

### 5. Facility of Payment

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

### 6. Right of Recovery

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

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

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

7. Are You Also Covered by Medicare?

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

## **GRIEVANCE PROCEDURE**

### **I. INTRODUCTION**

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

1. This Procedure is the exclusive method of resolving any Dispute. Exemplary or punitive damages are not available in any Grievance or litigation, pursuant to the terms of this EOC. Any decision to award damages must be based upon the terms of this EOC.
2. The Procedure can only resolve Disputes that are subject to Our control.
3. You cannot use this Procedure to resolve a claim that a Provider was negligent. Network Providers are independent contractors. They are solely responsible for making treatment decisions in consultation with their patients. You may contact the Plan, however, to complain about any matter related to the quality or availability of services, or any other aspect of Your relationship with Providers.
4. You may request a form from the Plan to authorize another person to act on Your behalf concerning a Dispute.
5. We, the Plan and You may agree to skip one or more of the steps of this Procedure if it will not help to resolve the Dispute.
6. Any Dispute will be resolved in accordance with applicable Tennessee or Federal laws and regulations, the ASA and this EOC.

### **II. DESCRIPTION OF THE REVIEW PROCEDURES**

#### **A. Inquiry**

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

#### **B. First Level Grievance**

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

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

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

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

## 2. Written Decision

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

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

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

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

## C. Second Level Appeal

You may file a written request for reconsideration with the Employer within ninety (90) days after We issue the first level Grievance committee's decision. This is called a second level appeal. Information on how to submit a second level appeal will be provided to You in the decision letter following the first level Grievance review.

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

Your decision concerning whether to file a second level appeal has no effect on Your rights to any other benefits under the Plan.

Decisions and determinations under this Plan shall be made within the sound discretion of the administrator for the initial determination and grievance process. Second level appeals are reviewed by the appropriate health care committee responsible for the plan under which the patient is covered. Decisions and determinations of the health care committee are final unless they are determined to be arbitrary and capricious. In matters that are appealed to the health care committee, the health care committee shall have authority to waive recovery of any amounts paid incorrectly to or on behalf of the patient if the incorrect payment was made with respect to an individual who is without fault and where the health care committee determines that recovery would be against equity and good conscience. Such waivers shall be without prejudice to the Plan and shall not be viewed as having precedential effect.

Questions about filing a second-level appeal can be directed to People First Solution Center.

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

## DEFINITIONS

Defined terms are capitalized. When defined words are used in this EOC, they have the meaning set forth in this section.

1. **Acute** – An illness or injury that is both severe and of short duration.
2. **Administrative Services Agreement or ASA** – The arrangements between the administrator and the Employer, including any amendments, and any attachments to the ASA or this EOC.
3. **Advanced Radiological Imaging** – Services such as MRIs, CT scans, PET scans, nuclear medicine and similar technologies.
4. **Adverse Benefit Determination** – Any denial, reduction, termination or failure to provide or make payment for what You believe should be a Covered Service. Adverse Benefit Determinations include:
  - a. A determination by a health carrier or its designee utilization review organization that, based upon the information provided, a request for a benefit under the health carrier's health benefit plan does not meet the health carrier's requirements for Medical Necessity, appropriateness, health care setting, level of care or effectiveness and the requested benefit is therefore denied, reduced or terminated or payment is not provided or made, in whole or in part, for the benefit;
  - b. The denial, Rescission, reduction, termination or failure to provide or make payment, in whole or in part, for a benefit based on a determination by a health carrier of a Covered person's eligibility to participate in the health carrier's health benefit plan; or
  - c. Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment for, in whole or in part, a benefit.
5. **Behavioral Health Services** – Any services or supplies to treat a mental or emotional condition or substance use disorder.
6. **Billed Charges** – The amount that a Provider charges for services rendered. Billed Charges may be different from the amount that BlueCross determines to be the Maximum Allowable Charge for services.
7. **BlueCard PPO Participating Provider** – A physician, hospital, licensed skilled nursing facility, home health care Provider or other Provider contracted with other BlueCross and/or BlueShield Association (BlueCard PPO) Plans and/or Authorized by the Plan to provide Covered Services to Members.
8. **Blue Distinction Centers for Transplants (BDCT) Network** – A network of facilities and hospitals contracted with BlueCross (or with an entity on behalf of BlueCross) to provide Transplant Services for some or all organ and bone marrow/stem cell transplant procedures Covered under this EOC, excluding kidney transplants. Facilities obtain designation as a BDCT by transplant type; therefore, a hospital or facility may be classified as a BDCT for one type of organ or bone marrow/stem cell transplant procedure but not for another type of transplant. This designation is important as it impacts the level of benefit You will receive.
9. **Calendar Year** – The period of time beginning at 12:01 A.M. on January 1st and ending 12:00 A.M. on December 31st.
10. **Care Management** – A program that promotes quality and cost effective coordination of care for Members with complicated medical needs, chronic illnesses, and/or catastrophic illnesses or injuries.
11. **CHIP** – The State Children's Health Insurance Program established under title XXI of the Social Security Act (42 U.S.C. 1396 et. seq.)
12. **Clinical Trials** - Studies performed with human subjects to test new drugs or combinations of drugs, new approaches to surgery or radiotherapy or procedures to improve the diagnosis of disease and the quality of life of the patient
13. **Coinsurance** – The amount, stated as a percentage of the Maximum Allowable Charge for a Covered Service that is the Member's responsibility during the Calendar Year after any Deductible is satisfied. The Coinsurance percentage is calculated as 100%, minus the percentage Payment of the Maximum Allowable Charge as specified in Attachment C, Schedule of Benefits.

In addition to the Coinsurance percentage, You are responsible for the difference between the Billed Charges and the Maximum Allowable Charge for Covered Services if the Billed Charges of a Non-Contracted Provider or an Out-of-Network Provider are more than the Maximum Allowable Charge for such Services.

14. **Complications of Pregnancy** – Conditions requiring Hospital Confinement (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, non-elective caesarian section, ectopic pregnancy that is terminated, and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning sickness; hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

15. **Compound Drug** – An outpatient Prescription Drug that is not commercially prepared by a licensed pharmaceutical manufacturer in a dosage form approved by the Food and Drug Administration (FDA) and contains at least one ingredient that cannot be dispensed without a Prescription.
16. **Concurrent Review** – The process of evaluating care during the period when Covered Services are being rendered.
17. **Copayment** – The dollar amount specified in Attachment C, Schedule of Benefits, that You are required to pay directly to a Provider for certain Covered Services. You must pay such Copayments at the time You receive those Services.
18. **Cosmetic Service** – Any surgical or non-surgical treatment, drugs or devices intended to alter or reshape the body for the purpose of improving appearance or self-esteem. Our Medical Policy establishes the criteria for what is cosmetic, and what is Medically Necessary and Medically Appropriate.
19. **Covered Dependent** – A Subscriber's family member who: (1) meets the eligibility requirements of this EOC; (2) has been enrolled for Coverage; and (3) for whom the Plan has received the applicable Payment for Coverage.
20. **Covered Family Members** – A Subscriber and his or her Covered Dependents.
21. **Covered Services, Coverage or Covered** – Those Medically Necessary and Medically Appropriate services and supplies that are set

forth in Attachment A of this EOC, (that is incorporated by reference). Covered Services are subject to all the terms, conditions, exclusions and limitations of the Plan and this EOC.

22. **Custodial Care** – Any services or supplies provided to assist an individual in the activities of daily living as determined by the Plan including but not limited to eating, bathing, dressing or other self-care activities.
23. **Deductible** – The dollar amount, specified in Attachment C, Schedule of Benefits, that You must incur and pay for Covered Services during a Calendar Year before the Plan provides benefits for services. There is one Deductible amount for Network Providers and Out-of-Network Providers combined. The Deductible will apply to the Individual Out-of-Pocket and Family Out-of-Pocket Maximum(s).

Copayments and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge) are not considered when determining if You have satisfied a Deductible.

24. **Digital Behavioral Health** – This program provides eligible Members access to a Digital Behavioral Health Program delivered by licensed clinical therapists to help manage depression, stress and anxiety. When You have coverage under another health care benefit plan, benefits under this Plan may apply without reduction. Refer to "Attachment C: Schedule of Benefits" for benefit and cost share information. Log in at [bcbst.com](http://bcbst.com) to determine if You are eligible or call 1-844-951-3567.
25. **Emergency** – A sudden and unexpected medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine could reasonably expect to result in:
- a. serious impairment of bodily functions; or
  - b. serious dysfunction of any bodily organ or part; or
  - c. placing a prudent layperson's health in serious jeopardy.
- Examples of Emergency conditions include: (1) severe chest pain; (2) uncontrollable bleeding; or (3) unconsciousness.
26. **Emergency Care Services** – Those services and supplies that are Medically Necessary and Medically Appropriate in the treatment of an

Emergency and delivered in a hospital Emergency department or a licensed independent freestanding emergency department. Emergency Care Services may include items and services after the Member is stabilized and as part of outpatient observation or an inpatient or outpatient stay related to the Emergency.

27. **Employee** – A person who fulfills all eligibility requirements established by the Employer and the administrator.
28. **Employer** – A corporation, partnership, union or other entity that is eligible for group coverage under State and Federal laws; and that enters into an Agreement with the administrator to provide Coverage to its Employees and their Eligible Dependents.
29. **ERISA** – The Employee Retirement Income Security Act of 1974, as amended. Note: The TVA-sponsored medical plan is not governed by ERISA.
30. **Hearing Aid(s)** – An instrument to amplify sounds for those with hearing loss. There are 2 types of Hearing Aids: the air conduction type, which is worn in the external acoustic meatus, and the bone conduction type, which is worn in the back of the ear over the mastoid process. Examples of Hearing Aids that would fall within this definition are the Baha<sup>®</sup> system and the Otomag<sup>™</sup> Hearing System. Cochlear implants are a prosthetic and are not considered Hearing Aids.
31. **Hospital Confinement** – When You are treated as a registered bed patient at a Hospital or other Provider facility and incur a room and board charge.
32. **Hospital Services** – Covered Services that are Medically Appropriate to be provided by an Acute care Hospital.
33. **In-Network Benefit** – The Plan's payment level that applies to Covered Services received from a Network Provider. See Attachment C, Schedule of Benefits.
34. **In-Transplant Network Institution** – A facility or hospital that has contracted with the administrator (or with an entity on behalf of the administrator) to provide Transplant Services for some or all organ and bone marrow transplant procedures Covered under this EOC. For example, some hospitals might contract to perform heart transplants, but not liver transplants. An In-Transplant Network Institution is a Network Provider when

performing contracted transplant procedures in accordance with the requirements of this EOC.

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

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

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

36. **Investigational** – The definition of "Investigational" is based on the BlueCross and BlueShield of Tennessee's technology evaluation criteria. Any technology that fails to meet **ALL** of the following four criteria is considered to be investigational.
  - a. The technology must have final approval from the appropriate governmental regulatory bodies, as demonstrated by:
    - i. This criterion applies to drugs, biological products, devices and any other product or procedure that must have final approval to market from the U.S. Food and Drug Administration or any other federal governmental body with authority to regulate the use of the technology.
    - ii. Any approval that is granted as an interim step in the U.S. Food and Drug Administration's or any other federal governmental body's regulatory process is not sufficient.
  - b. The scientific evidence must permit conclusions concerning the effect of the technology on health outcomes, as demonstrated by:

- i. The evidence should consist of well-designed and well-conducted investigations published in peer-reviewed journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.
  - ii. The evidence should demonstrate that the technology could measure or alter the physiological changes related to a disease, injury, illness, or condition. In addition, there should be evidence or a convincing argument based on established medical facts that such measurement or alteration affects health outcomes.
  - c. The technology must improve the net health outcome, as demonstrated by:
    - i. The technology's beneficial effects on health outcomes should outweigh any harmful effects on health outcomes.
  - d. The improvement must be attainable outside the investigational settings, as demonstrated by:
    - i. In reviewing the criteria above, the medical policy panel will consider physician specialty society recommendations, the view of prudent medical practitioners practicing in relevant clinical areas and any other relevant factors.
- The Medical Director, in accordance with applicable ERISA standards, shall have discretionary authority to make a determination concerning whether a service or supply is an Investigational service. If the Medical Director does not Authorize the provision of a service or supply, it will not be a Covered Service. In making such determinations, the Medical Director shall rely upon any or all of the following, at his or her discretion:
- a. Your medical records, or
  - b. the protocol(s) under which proposed service or supply is to be delivered, or
  - c. any consent document that You have executed or will be asked to execute, in order to receive the proposed service or supply, or
  - d. the published authoritative medical or scientific literature regarding the proposed service or supply in connection with the treatment of injuries or illnesses such as those experienced by You, or
  - e. regulations or other official publications issued by the FDA and HHS, or
  - f. the opinions of any entities that contract with the Plan to assess and coordinate the treatment of Members requiring non-experimental or Investigational Services, or
  - g. the findings of the BlueCross BlueShield Association Technology Evaluation Center or other similar qualified evaluation entities.
37. **Late Enrollee** – An Employee or eligible Dependent who fails to apply for Coverage within: (1) 31 days after such person first became eligible for Coverage under this EOC; or (2) a subsequent Open Enrollment Period.
  38. **Lifetime Maximum** – The maximum amount of benefits for Covered Services rendered to You during Your lifetime while covered under this EOC.
  39. **Limiting Age (or Dependent Child Limiting Age)** – The age at which a child will no longer be considered an eligible Dependent.
  40. **Maximum Allowable Charge** – The amount that the administrator, at its discretion, has determined to be the maximum amount payable for a Covered Service. For Covered Services provided by Network Providers, that determination will be based upon the administrator's contract with the Network Provider for Covered Services rendered by that Provider. For Covered Services provided by Out-of-Network Providers, the amount payable will be based upon the administrator's Out-of-Network fee schedule for the Covered Services rendered by Out-of-Network Providers, or as otherwise determined in accordance with the requirements of applicable state or federal law.
  41. **Medicaid** – The program for medical assistance established under title XIX of the Social Security Act (42 U.S.C. 1396 et. seq.)
  42. **Medical Director** – The physician designated by the administrator, or that physician's designee, who is responsible for the administration of the administrator's medical management programs, including its Authorization/Prior Authorization programs.
  43. **Medication Assisted Treatment (MAT)** – Treatment for persons diagnosed with indicated alcohol or substance use disorder with the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to treatment.



44. **Medically Appropriate** – Services that have been determined by BlueCross, in its sole discretion, to be of value in the care of a specific Member. To be Medically Appropriate, a service must meet all of the following:
- be Medically Necessary;
  - be consistent with generally accepted standards of medical practice for the Member's medical condition;
  - be provided in the most appropriate site and at the most appropriate level of service for the Member's medical condition;
  - not be provided solely to improve a Member's condition beyond normal variation in individual development, appearance and aging;
  - not be for the sole convenience of the Provider, Member or Member's family.
45. **Medically Necessary or Medical Necessity** – "Medically Necessary" means procedures, treatments, supplies, devices, equipment, facilities or drugs (all services) that a medical practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are:
- in accordance with generally accepted standards of medical practice; and
  - clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and
  - not primarily for the convenience of the patient, physician or other health care provider; and
  - not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.
- For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors.
46. **Medicare** – Title XVIII of the Social Security Act, as amended.
47. **Member, You, Your** – Any person enrolled as a Subscriber or Covered Dependent under the Plan.
48. **Member Payment** – The dollar amount for Covered Services that You are responsible for as set forth in Attachment C, Schedule of Benefits, including Copayments, Deductibles, Coinsurance and Penalties. The administrator may require proof that You have made any required Member Payment.
49. **Network Provider** – A Provider who has contracted with the administrator to provide Covered Services to Members at specified rates. Such Providers may be referred to as BlueCard PPO Participating Providers, Network hospitals, In-Transplant Network, etc.
50. **Non-Contracted Provider** – A Provider that renders Covered Services to a Member, in the situation where We have not contracted with that Provider type to provide those Covered Services. These Providers can change, as We contract with different Providers. A Provider's status as a Non-Contracted Provider, Network Provider, or Out-of-Network Provider can and does change. We reserve the right to change a Provider's status.
51. **Open Enrollment Period** – Those periods of time established by the Plan during which eligible Employees and their dependents may enroll as Members.
52. **Oral Appliance** – a device placed in the mouth and used to treat mild to moderate obstructive sleep apnea by repositioning or stabilizing the lower jaw, tongue, soft palate or uvula. An Oral Appliance may also be used to treat TMJ or TMD by stabilizing the jaw joint. An Oral Appliance is not the same as an occlusal splint, which is used to treat malocclusion or misalignment of teeth.
53. **Out-of-Network Provider** – Any Provider who is an eligible Provider type but who does not hold a contract with the administrator to provide Covered Services.
54. **Out-of-Pocket Maximum** – The total dollar amount, as stated in Attachment C, Schedule of Benefits, that a Member must incur and pay for Covered Services during the Calendar Year, including Deductible and Coinsurance.
- There is one Out-of-Pocket Maximum for Network Providers and Out-of-Network Providers combined. Penalties and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge)

are not considered when determining if the Out-of-Pocket Maximum has been satisfied.

When the Out-of-Pocket Maximum is satisfied, 100% of available benefits is payable for other Covered Services incurred by the Member during the remainder of that Calendar Year, excluding applicable Penalties, and any balance of charges (the difference between Billed Charges and the Maximum Allowable Charge).

55. **Payment** – The total payment for Coverage under the Plan, including amounts paid by You and the Employer for such Coverage.
56. **Payor(s)** – An insurer, health maintenance organization, no-fault liability insurer, self-insurer or other entity that provides or pays for a Member's health care benefits.
57. **Penalty/Penalties** – A reduction in benefit amounts paid by Us as a result of failure to comply with Plan requirements such as failing to obtain Prior Authorization for certain Covered Services shown in Attachment C, Schedule of Benefits, as requiring such Prior Authorization. The Penalty will be a reduction in the Plan payment for Covered Services and does not apply to the Out-of-Pocket Maximum.
58. **Periodic Health Screening** – An assessment of patient's health status at intervals set forth in the administrator's Medical Policy for the purpose of maintaining health and detecting disease in its early state. This assessment should include:
- a complete history or interval update of the patient's history and a review of systems; and
  - a physical examination of all major organ systems, and screening tests per the administrator's Medical Policy.
59. **PhysicianNow** – This program provides You access to a licensed health care Practitioner via your telephone, tablet or computer. PhysicianNow Practitioners provide services for minor conditions such as allergies, bronchitis, skin infections, sore throat, cold and flu, ear infections and pink eye. Not all conditions are appropriate for a PhysicianNow consultation. Visit Your BlueAccess account at [www.bcbst.com](http://www.bcbst.com), for more information regarding services appropriate for PhysicianNow consultations.

Follow these steps to register and request a consultation:

1. Call 1-888-283-6691 or for hearing impaired TTY 1-800-770-5531, or visit

Your Member BlueAccess account at [www.bcbst.com](http://www.bcbst.com), and select My Health & Wellness.

2. Complete and confirm Your medical history any time prior to Your first consultation.
3. Request a consultation from a licensed Practitioner.

PhysicianNow consultations do not replace emergency care or Your primary physician. Restrictions apply in some states where this service is not allowed. Prescriptions are issued only when clinically appropriate. Some prescriptions, including controlled substances, are excluded from this service. Refer to "Attachment C: Schedule of Benefits" for benefit and cost share information.

60. **Practitioner** – A person licensed by the State to provide medical or behavioral health services. The services provided by a Practitioner must be within his or her specialty or scope of practice.
61. **Prescription Drug** – A medication containing at least one Legend Drug that may not be dispensed under applicable state or federal law without a Prescription, and/or insulin.
62. **Primary Care Practitioner(s)** – A Primary Care Practitioner is a doctor, physician assistant, or nurse practitioner practicing general internal medicine, general practice, family medicine, pediatrics, obstetrics and gynecology or behavioral health. Whether a Practitioner is classified as a Primary Care Practitioner depends on the nature of the services provided, and how the claim is filed.
63. **Prior Authorization, Authorization** – A review conducted by the administrator, prior to the delivery of certain services, to determine if such services will be considered Covered Services.
64. **Provider** – A person or entity engaged in the delivery of health services who or that is licensed, certified or practicing in accordance with applicable State or Federal laws.

The following professional providers may provide services covered under the contract. In order to be covered, all services rendered must fall within a specialty (as defined below) and be those normally provided by a Provider within this specialty or degree. All services or supplies must be rendered by the Provider actually billing them and be within the scope of his or her licensure.

- a. Physician (M.D.)

- b. Doctor of Osteopathy (DO)
- c. Doctor of Dental Surgery (DDS)
- d. Doctor of Dental Medicine (DMD)
- e. Doctor of Optometry (OD)
- f. Doctor of Pediatric Medicine (DPM)
- g. Licensed Clinical, Counseling, or School Psychologist
- h. Registered Nurse (RN)
- i. Registered Nurse Anesthetist (RNA)
- j. Licensed Practical Nurse (LPN)
- k. Nurse Practitioner (Certified by national recognized accrediting body)
- l. Licensed Pharmacist (D. Pharm)
- m. Licensed registered nurse midwife when services are provided in a State Approved birthing center
- n. Registered occupational therapist (only cases indicated)
- o. Registered speech therapist (only for cases indicated)
- p. Licensed clinical social worker
- q. Licensed Professional Counselor – Mental health service providers (LPC-MHSP)
- r. Certified registered nurse anesthetist (CRNA)
- s. Physician Assistant
- t. Physical therapist and Physical therapist assistant
- u. Chiropractors

The following other Providers may also provide services covered under this contract:

- a. Suppliers of durable medical equipment, appliances and prosthesis
- b. Suppliers of oxygen
- c. Certified ambulance service
- d. Hospice
- e. Pharmacy
- f. Freestanding diagnostic laboratory
- g. Home Health Care Agency

- 65. **Qualified Medical Child Support Order** – A medical child support order, issued by a court of competent jurisdiction or state administrative agency that creates or recognizes the existence of a child's right to receive benefits for which a Subscriber is eligible under the Plan. Such order shall identify the Subscriber and each such child by name and last known mailing address; give a description of the type and duration of coverage to be provided to each child; and identify each health plan to which such order applies.
- 66. **Rescind or Rescission(s)** – A retroactive termination of Coverage because You committed fraud or made an intentional misrepresentation of a material fact in connection with Coverage. Actions that are fraudulent or an intentional misrepresentation of a material fact include, but are not limited to, knowingly enrolling or attempting to enroll an ineligible individual in Coverage, permitting the improper use of Your Member ID card, or claim fraud. A Rescission does not include a situation in which the Plan retroactively terminates Coverage in the ordinary course of business for a period for which You did not pay the Premium. An example would be if You left Your job on January 31, but Coverage was not terminated until March 15. In that situation, the Plan or Employer may retroactively terminate Your Coverage effective February 1 if You did not pay any Premium after You left Your job (subject to any right You may have to elect continuation coverage). This is not a Rescission.
- 67. **Specialty Drugs** – Injectable, infusion and select oral medications that require complex care, including special handling, patient education and continuous monitoring. Specialty Drugs are categorized as provider-administered in this EOC.
- 68. **Subscriber** – An Employee who meets all applicable eligibility requirements, has enrolled for Coverage and who has submitted the applicable Payment for Coverage.
- 69. **Surgery or Surgical Procedure** - Medically Necessary and Medically Appropriate surgeries or procedures. Surgeries involve an excision or incision of the body's skin or mucosal tissues, treatment of broken or dislocated bones, and/or insertion of instruments for exploratory or diagnostic purposes into a natural body opening.
- 70. **Telehealth** – Remote consultation that meets Medical Necessity criteria.

71. **Totally Disabled or Total Disability** – Either:
- a. An Employee who is prevented from performing his or her work duties and is unable to engage in any work or other gainful activity for which he or she is qualified or could reasonably become qualified to perform by reason of education, training, or experience because of injury or disease; or
  - b. A Covered Dependent who is prevented from engaging in substantially all of the normal activities of a person of like age and sex in good health because of non-occupational injury or disease.
72. **Transplant Network** – A network of hospitals and facilities, each of which has agreed to perform specific organ transplants. A hospital or facility may be in Our Transplant Network for one type of organ or bone marrow/stem cell transplant procedure but not for another type of transplant. The Transplant Network is not the same as the Blue Distinction Centers for Transplants (BDCT) Network.
73. **Transplant Services** – Medically Necessary and Medically Appropriate Services listed as Covered under the Organ Transplants section in Attachment A of this EOC.
74. **Urgent Care** – Medical care or treatment that, if delayed or denied, could seriously jeopardize: (1) the life or health of the claimant; or (2) the claimant's ability to regain maximum function. Urgent Care is also medical care or treatment that, if delayed or denied, in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the medical care or treatment. A claim for denied Urgent Care is always a pre-service claim.
75. **Urgent Care Center** – A medical clinic with expanded hours that operates in a location distinct from a freestanding or hospital-based Emergency department.
76. **Waiting Period** – The time that must pass before an Employee or Dependent is eligible to be Covered for benefits under the Plan.
77. **Well Child Care** – A routine visit to a pediatrician or other qualified Practitioner to include Medically Necessary and Medically Appropriate Periodic Health Screenings, immunizations and injections for children through age 5.
78. **Well Woman Exam** – A routine visit every Calendar Year to a Provider. The visit may include Medically Necessary and Medically Appropriate mammogram and cervical cancer screenings.
79. **Utilization Policy(ies)** – Refers to any policy, guideline or limitation used by BlueCross in the determination of Coverage.

## ATTACHMENT A: COVERED SERVICES AND EXCLUSIONS

### EVIDENCE OF COVERAGE

The Plan will pay the Maximum Allowable Charge for Medically Necessary and Medically Appropriate services and supplies described below and provided in accordance with the reimbursement schedules set forth in Attachment C: Schedule of Benefits of this EOC, which is incorporated herein by reference. Charges in excess of the reimbursement rates set forth in the Schedule of Benefits are not eligible for reimbursement or payment.

To be eligible for reimbursement or payment, all services or supplies must be provided in accordance with Utilization Policies. (See the Prior Authorization, Care Management, Medical Policy and Patient Safety section.)

This Attachment sets forth Covered Services and exclusions (services not Covered) arranged according to type of services.

**Please also read Attachment B: Other Exclusions.**

**Your benefits are typically greater when You use Network Providers. BlueCross contracts with Network Providers. Network Providers have agreed to accept the Maximum Allowable Charge as basis for payment to the Provider for Covered Services. (See the Definitions section for an explanation of Maximum Allowable Charge and Covered Services.) Network Providers have also agreed not to bill You for amounts above the Maximum Allowable Charge.**

**Out-of-Network Providers do not have a contract with BlueCross. Except when prohibited by law,**

When more than one treatment alternative exists, each is Medically Appropriate and Medically Necessary, and each would meet Your needs, We reserve the right to provide payment for the least expensive Covered Service alternative.

**they may be able to charge You more than the Maximum Allowable Charge (the amount set by the administrator in its contracts with Network Providers). When You use an Out-of-Network Provider for Covered Services, You may be responsible for any unpaid Billed Charges. This means that You may owe the Out-of-Network Provider a large amount of money, depending on the nature of the Covered Services rendered.**

**Obtaining services not listed as a Covered Service in this Attachment or not in accordance with Utilization Policies may result in the denial of benefits or a reduction in reimbursement for otherwise eligible Covered Services.**

**Obtaining Prior Authorization is not a guarantee of Coverage. All provisions of the EOC must be satisfied before benefits for Covered Services will be provided. Utilization Policies can help Your Provider determine if a proposed service will be Covered.**

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

## **A. Preventive/Well Care Services**

### **1. Covered Services**

Preventive health exam for adults and children and related services as outlined below and performed by the physician during the preventive health exam or referred by the physician as appropriate, including:

- Screenings and counseling services with an A or B recommendation by the United States Preventive Services Task Force (USPSTF)
- Bright Futures recommendations for infants, children and adolescents supported by the Health Resources and Services Administration (HRSA)
- Preventive care and screening for women as provided in the guidelines supported by HRSA, and
- Immunizations recommended by the Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Centers for Disease Control and Prevention (CDC).

Generally, specific preventive services are covered for plan years beginning one year after the guidelines or recommendation went into effect. The frequency of visits and services are based on information from the agency responsible for the guideline or recommendation, or the application of medical management. These services include but are not limited to:

- Annual Well Woman Exam, including cervical cancer screening, screening mammography at age 40 and older, and other USPSTF screenings with an A or B rating.
- Colorectal cancer screening for members age 50-75.
- Prostate cancer screening for men age 50 and older.
- Screening and counseling in the primary care setting for alcohol misuse and tobacco use.
- Dietary counseling for adults with hyperlipidemia, hypertension, Type 2 diabetes, obesity, coronary artery disease and congestive heart failure.

- FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity. Note that prescription contraceptive products are covered under the Prescription Drug section.
- HPV testing once every 3 years for women age 30 and older.
- Lactation counseling by a trained provider during pregnancy or in the post-partum period, and manual breast pump.

Coverage may be limited as indicated in Attachment C: Schedule of Benefits.

### **2. Exclusions**

- a. Office visits, physical exams and related immunizations and tests when required solely for: (1) sports; (2) camp; (3) employment; (4) travel; (5) insurance; (6) marriage or legal proceedings.

## **B. Practitioner Office Services**

Medically Necessary and Medically Appropriate Covered Services in a Practitioner's office.

### **1. Covered Services**

- a. Diagnosis and treatment of illness or injury. (Note that allergy skin testing is Covered only in the practitioner office setting. Medically Necessary RAST (radioallergosorbent test), FAST (fluorescent allergosorbent test), or MAST (multiple radioallergosorbent test) allergy testing is Covered in the practitioner office setting and in a licensed laboratory).
- b. Injections and medications administered in a Practitioner's office, except Specialty Drugs. (See the Specialty Drugs section for information on Coverage).
- c. Second surgical opinions given by a Practitioner who is not in the same medical group as the Practitioner who initially recommended the Surgery.
- d. Telehealth.

### **2. Exclusions**

- a. Routine foot care for the treatment of: (1) flat feet; (2) corns; (3) bunions; (4) calluses; (5) toenails; (6) fallen arches; and (7) weak feet or chronic foot strain.

- b. Rehabilitative therapies in excess of the limitations of the Therapeutic/ Rehabilitative benefit.
- c. Dental procedures, except as otherwise indicated in this EOC.

### **C. Inpatient Hospital Services**

Medically Necessary and Medically Appropriate services and supplies in a hospital that: (1) is a licensed Acute care institution; (2) provides Inpatient services; (3) has surgical and medical facilities primarily for the diagnosis and treatment of disease and injury; and (4) has a staff of physicians licensed to practice medicine and provides 24 hour nursing care. Psychiatric hospitals are not required to have a surgical facility.

Prior Authorization for Covered Services (except initial maternity admission and Emergency admissions) must be obtained from the Administrator or benefits will be reduced or denied.

#### **1. Covered Services**

- a. Room and board; general nursing care; medications, injections, diagnostic services and special care units.
- b. Attending Practitioner's services for professional care.
- c. Maternity and delivery services, including routine nursery care and Complications of Pregnancy. If the hospital or physician provides services to the baby and submits a claim in the baby's name, benefits may be Covered for the baby and mother as separate Members, requiring payment of applicable Member Copayments and/or Deductibles.

#### **2. Exclusions**

- a. Inpatient stays primarily for therapy (such as physical or occupational therapy). See the "Skilled Nursing/Rehabilitative Facility Services" section for benefits.
- b. Services that could be provided in a less intensive setting.
- c. Blood or plasma that is provided at no charge to the patient.

### **D. Emergency Care Services**

Medically Necessary and Medically Appropriate health care services and supplies furnished in a hospital emergency department that are required to determine, evaluate and/or treat an Emergency

Medical Condition until such condition is stabilized, as directed or ordered by the Practitioner or hospital protocol.

If You go to a Network Provider, You will receive the highest level of benefits for Covered Services and may not be billed for amounts over Your Deductible and Out-of-Pocket Maximum, which limits Your liability. Not all Providers are in Your network. Please use the Provider directory on bcbst.com or contact one of Our consumer advisors to see which Providers are in Your network.

For Emergency Care Services, You cannot be billed for amounts over Your Deductible and Out-of-Pocket Maximum, even if the Covered Services are rendered by an Out-of-Network Provider.

#### **1. Covered Services**

- a. Medically Necessary and Medically Appropriate Emergency services, supplies and medications necessary for the diagnosis and stabilization of Your Emergency condition.
- b. Practitioner services.

An observation stay and/or Surgery that occurs in conjunction with an ER visit may be subject to Member cost share under the "Outpatient Facility Services" section of "Attachment C: Schedule of Benefits" in addition to Member cost share for the ER visit.

#### **2. Exclusions**

- a. Services rendered for inpatient care or transfer to another facility once Your medical condition has stabilized, unless Prior Authorization is obtained from the administrator within 24 hours or the next working day.

### **E. Ambulance Services**

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

#### **1. Covered Services**

- a) Ambulance Services – Air
  - 1) Medically Necessary and Medically Appropriate air transportation from the scene of an accident or Emergency resulting in complex

trauma, high risk injuries, or life-threatening medical emergencies to the nearest hospital with adequate facilities for evaluation and initial management. Air transportation is Covered only when Your condition requires immediate and rapid transport that cannot be provided by ground transport.

- 2) Air transportation for inter-facility transfers when Medically Necessary treatment, services, or care are not available at the sending facility. The transfer must be to the nearest appropriate facility that is able to provide Medically Necessary care. Air transportation is Covered only when Your condition requires transport that cannot be provided by ground transport.

b) Ambulance Services – Ground

- 1) Medically Necessary and Medically Appropriate ground transportation from the scene of an accident or Emergency to the nearest hospital with adequate facilities for evaluation and management.
- 2) Medically Necessary and Medically Appropriate treatment at the scene (paramedic services) without ambulance transportation.
- 3) Medically Necessary and Medically Appropriate ground transport when Your condition requires basic or advanced life support, or safe transportation to site of service for the necessary level of care in the absence of appropriate alternatives. \*A one way ground trip of over 100 miles will be Covered if determined a Medically Necessary and Medically Appropriate by the Plan Administrator.

2. Exclusions

- a) Transportation for the convenience of You or reasons other than Medically Necessary treatment and care for You, such as the needs or convenience of Your family and/or Your physician or other Provider.
- b) Transportation that is not essential to reduce the probability of harm to You.

- c. \*Any miles over 100-miles of a one way trip.
- d. Transportation for specific Provider or facility continuity of care when there are closer facilities able to provide the same services and level of care.

**F. Urgent Care Center Services**

Medically Necessary and Medically Appropriate treatment at an Urgent Care Center.

1. Covered Services

- a. Diagnosis and treatment of illness or injury.
- b. Diagnostic services (such as x-rays and laboratory services).
- c. Injections and medications administered in an Urgent Care Center, except Specialty Drugs. See the “Specialty Drugs” section for more information on Coverage.
- d. Surgery and supplies.
- e. Rehabilitative therapies, subject to the limitations of the “Therapeutic/Rehabilitative Services” section.
- f. Telehealth.

2. Exclusions

- a. Rehabilitative therapies in excess of the terms of the “Therapeutic/Rehabilitative Services” section

**G. Outpatient Facility Services**

Medically Necessary and Medically Appropriate diagnostics, therapies and Surgery occurring in an outpatient facility that includes outpatient Surgery centers, the outpatient center of a hospital, outpatient diagnostic centers, and certain surgical suites in a Practitioner’s office. Prior Authorization is required for certain outpatient services must be obtained from the administrator, or benefits will be reduced or denied.

1. Covered Services

- a. Practitioner services.
- b. Outpatient diagnostics (such as proton beam therapy, x-rays and laboratory services).
- c. Outpatient treatments (such as medications and injections.)
- d. Outpatient Surgery and supplies.



- e. Observation stays less than 24 hours.
- f. Telehealth
- 2. Exclusions
  - a. Rehabilitative therapies in excess of the terms of the Therapeutic/ Rehabilitative benefit.
  - b. Services that could be provided in a less intensive setting.

#### **H. Family Planning and Reproductive Services**

Medically Necessary and Medically Appropriate family planning services and those services to diagnose and treat diseases that may adversely affect fertility.

- 1. Covered Services
  - a. Benefits for family planning, history, physical examination, diagnostic testing and genetic testing.
  - b. Sterilization procedures.
  - c. Services or supplies for infertility evaluation and testing.
  - d. Medically Necessary and Medically Appropriate termination of a pregnancy.
  - e. Injectable and implantable hormonal contraceptives and vaginal barrier methods including initial fitting, insertion, and removal.
  - f. Services for the diagnosis of infertility.
  - g. Services or supplies that are designed to create a pregnancy, enhance fertility or improve conception quality, including but not limited to: (1) artificial insemination; (2) in vitro fertilization; (3) fallopian tubereconstruction; (4) uterine reconstruction; (5) assisted reproductive technology (ART) including but not limited to GIFT and ZIFT; (6) fertility injections; (7) fertility drugs, (8) services for follow-up care related to infertility treatments.
- 2. Exclusions
  - a. Services or supplies for the reversals of sterilizations.
  - b. Induced abortion unless: (1) the health care Practitioner certifies in writing that the pregnancy would endanger the life of the mother; or (2) the fetus is not viable; or (3) the pregnancy is a result of rape or incest; or (4) the fetus has been

diagnosed with a lethal or otherwise significant abnormality

#### **I. Reconstructive Surgery**

Medically Necessary and Medically Appropriate Surgical Procedures intended to restore normal form or function.

- 1. Covered Services
  - a. Surgery to correct significant defects from congenital causes (except where specifically excluded), accidents or disfigurement from a disease state.
  - b. Reconstructive breast Surgery as a result of a mastectomy (other than lumpectomy) including Surgery on the non-diseased breast needed to establish symmetry between the two breasts.
- 2. Exclusions
  - a. Services, supplies or prosthetics primarily to improve appearance.
  - b. Surgeries to correct or repair the results of a prior Surgical Procedure, the primary purpose of which was to improve appearance, and surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service.
  - c. Voice modification Surgery or voice therapy.
  - d. Transportation, meals, lodging, or similar expenses.

#### **J. Skilled Nursing/Rehabilitative Facility Services**

Medically Necessary and Medically Appropriate Inpatient care provided to Members requiring medical, rehabilitative or nursing care in a restorative setting. Services shall be considered separate and distinct from the levels of Acute care rendered in a hospital setting, or custodial or functional care rendered in a nursing home. Prior Authorization for Covered Services must be obtained from the administrator, or benefits will be reduced or denied.

- 1. Covered Services
  - a. Room and board in a semi-private room; general nursing care; medications, diagnostics and special care units.
  - b. The attending Practitioner's services for professional care.
  - c. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

- d. Therapy services such as physical and occupational therapy.
- 2. Exclusions
  - a. Custodial, domiciliary or private duty nursing services.
  - b. Skilled Nursing services not received in a Medicare certified skilled nursing facility.
  - c. Inpatient neurocognitive therapy, unless it is provided in combination with other Medically Necessary treatment or therapy.

#### **K. Therapeutic/Rehabilitative Services**

Medically Necessary and Medically Appropriate therapeutic services, including rehabilitative and habilitative services, performed in a Practitioner's office, outpatient facility or home health setting and intended to restore, improve, or develop bodily function lost as the result of Acute illness, Acute injury, autism or congenital anomaly. Therapeutic/Rehabilitative services may require Prior Authorization. For Therapeutic/Rehabilitative services received in the home health setting, Home Health Care benefits will apply.

- 1. Covered Services
  - a. Outpatient, home health or office therapeutic services that are expected to result in significant and measurable improvement in Your condition resulting from an Acute illness, Acute injury, autism, or congenital anomaly. The services must be performed by, or under the direct supervision of a licensed therapist, upon written authorization of the treating Practitioner.
  - b. Therapeutic services include: (1) physical therapy; (2) speech therapy; (3) occupational therapy; (4) chiropractic therapy; (5) cardiac and pulmonary rehabilitative services; (6) vision therapy; (7) aquatic therapy; (8) behavioral therapy for Autism Spectrum Disorders only; (9) vision exercise therapy and (10) acupuncture.
    - (1) Speech therapy is Covered for disorders of articulation and swallowing, resulting from Acute illness or injury or cleft palate. Speech therapy is also covered for treatment of Autism Spectrum Disorders, Attention Deficit Disorders, Attention Hyperactivity Disorders, Alzheimer's Disease,

Dementia, Mental Retardation, and Stuttering/Stammering. Speech therapy is not covered for other conditions not specifically listed in this section.

- c. Telehealth.
- d. Coverage is limited as indicated in Attachment C: Schedule of Benefits.
- e. The limit on the number of visits for therapy applies to all visits for that therapy, whether received in a Practitioner's office, outpatient facility or home health setting.
- f. Services received during an inpatient hospital, skilled nursing or rehabilitative facility stay are Covered as shown in the inpatient hospital, skilled nursing or rehabilitative facility section, and are not subject to the therapy visit limits.
- 2. Exclusions
  - a. Enhancement therapy that is designed to improve Your physical status beyond Your pre-injury or pre-illness state.
  - b. Complementary and alternative therapeutic services, including, but not limited to: (1) massage therapy; and (2) craniosacral therapy.
  - c. Modalities that do not require the attendance or supervision of a licensed therapist. These include, but are not limited to: (1) activities that are primarily social or recreational in nature; (2) simple exercise programs; (3) hot and cold packs applied in the absence of associated therapy modalities; (4) repetitive exercises or tasks that You can perform without a therapist, in a home setting; (5) routine dressing changes; and (6) custodial services that can ordinarily be taught to You or a caregiver.
  - d. Behavioral therapy except as otherwise specified, play therapy, communication therapy, and therapy for self correcting language dysfunctions as part of speech therapy, physical therapy or occupational therapy programs. Behavioral therapy and play therapy for behavioral health diagnoses may be Covered under the Behavioral Health section (if applicable to Your Group Coverage).
  - e. Duplicate therapy. For example, when You receive both occupational and

speech therapy, the therapies should provide different treatments and not duplicate the same treatment.

**L. Autism Spectrum Disorders Coverage**

The following therapy services are covered for the treatment of Autism Spectrum Disorders: intensive speech therapy, physical therapy, occupational therapy, and behavioral therapy that help to improve communication skills and functioning of everyday life activities.

**M. Chiropractic Services**

Benefits are available for services and supplies furnished or provided by a licensed Chiropractor. Services include, but is not limited to, office visit charges, radiology, and/or modality do not apply to the plan visit limit.

**N. Organ Transplants**

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

**1. Prior Authorization.**

Transplant Services require Prior Authorization. Benefits for Transplant Services that have not received Prior Authorization will be reduced or denied.

**2. Benefits**

Transplant benefits are different than benefits for other services.

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

You have access to three levels of benefits:

- a. Blue Distinction Centers for Transplants (BDCT) Network:** If You have a transplant performed at a facility in the BDCT Network, You will receive the highest level of benefits for Covered Services. The administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for the BDCT Network. A facility in the BDCT Network cannot bill You for any amount

over Your Out-of-Pocket Maximum, which limits Your liability. **Not all Network Providers are in the BDCT Network. Please check with the Transplant Case Management department to determine which facilities are in the BDCT Network for Your specific transplant type.**

- b. Transplant Network:** If You want to receive the maximum benefit, You should use a facility in the BDCT Network. If You instead have a transplant performed at a facility in the Transplant Network (non-BDCT), the Administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for the Transplant Network. **Not all Network Providers are in the Transplant Network. Please check with the Transplant Case Management department to determine if the Transplant Network is the best network available for Your specific transplant type.**
- c. Out-of-Network transplants:** If You have a transplant performed at a facility that is not in the BDCT Network or Transplant Network, You will receive the lowest level of benefits for Covered Services. The Administrator will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for Out-of-Network Providers. **The Out-of-Network Provider has the right to bill You for any unpaid Billed Charges; this amount may be substantial. Please check with the Transplant Case Management department to determine if there are facilities available in the BDCT or Transplant Network for Your specific transplant type.**
- d.** When the BDCT Network does not include a facility that performs Your specific transplant type, the Plan will pay at the benefit level listed in "Attachment C: Schedule of Benefits" for either the Transplant Network or for Out-of-Network Provider, based on the facility that is used.

**3. Covered Services**

Benefits are payable for the following transplants if deemed Medically Necessary and Medically Appropriate and Prior Authorization is obtained:

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

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

#### 4. Organ and Tissue Procurement

Organ and tissue acquisition/procurement are Covered Services, subject to the benefit level listed in “Attachment C: Schedule of Benefits” and limited to the services directly related to the Transplant itself:

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

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

#### 5. Travel Expenses for Transplant Recipients

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

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

- Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum.
- Covered travel expenses will be limited as stated below:
  - Meals and lodging expenses, limited to \$150 per day.
  - The aggregate limit for travel expenses is \$25,000 per Covered Procedure if the Member uses an in-transplant network facility and \$10,000 per Covered Procedure if another facility is used.
  - For full details on available travel expenses, visit [bcbst.com](http://bcbst.com) to review our administrative services policy. Enter “travel, meals and lodging” in the *Search* field.

#### 1. Travel Expenses for Live Kidney Donors

Travel expenses are available to help offset the costs a donor may incur when donating a kidney to Our Member, subject to the limits stated below.

Covered travel expenses must be approved by the Transplant Case Management department and include travel to and from the transplant facility for the kidney donation procedure and required post-donation follow-up care.

- Covered travel expenses will not apply to the Deductible or Out-of-Pocket Maximum if donor is a Member.
- Covered travel expenses will be limited as stated below:
  - Meals and lodging expenses, limited to \$150 per day.
  - The aggregate limit for travel expenses, including meals and lodging, is \$5,000 per kidney donation.

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

#### 6. Exclusions

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

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

## **O. Dental Services**

Medically Necessary and Appropriate services performed by a doctor of dental Surgery (DDS), a doctor of medical dentistry (DMD) or any Practitioner licensed to perform dental related oral Surgery except as indicated below.

### **1. Covered Services**

- a. Dental services and oral surgical care to treat head and neck cancer, or to treat accidental injury to the jaw, sound natural teeth, mouth, or face, due to external trauma. The surgery and services to treat accidental injury must be received within 36 months of the accident.
- b. For dental services not listed in subsection a. above, general anesthesia, nursing and related hospital expenses in connection with an inpatient or outpatient dental procedure are Covered, only when one of the conditions listed below is met.
  - (1) Complex oral Surgical Procedures that have a high probability of complications due to the nature of the Surgery;
  - (2) Concomitant systemic disease for which the patient is under current medical management and that significantly increases the probability of complications;
  - (3) Mental illness or behavioral condition that precludes dental Surgery in the office;
  - (4) Use of general anesthesia and the Member's medical condition requires that such procedure be performed in a hospital; or
  - (5) Dental treatment or Surgery performed on a Member 8 years of age or younger, where such procedure cannot be provided safely in a dental office setting.

Prior Authorization for inpatient services is required.
- c. Oral Appliances to treat obstructive sleep apnea, if Medically Necessary.
- d. Orthognathic surgery.

### **2. Exclusions**

- a. Routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) tooth extraction, except as listed above; (8) periodontal Surgery; (9) prophylactic removal of teeth; (10) root canals (11) preventive care (cleanings, x-rays); (12) replacement of teeth (including implants, false teeth, bridges); (13) bone grafts (alveolar Surgery); (14) treatment of injuries caused by biting and chewing; (15) treatment of teeth roots; and (16) treatment of gums surrounding the teeth.
- b. Treatment for correction of underbite, overbite, and misalignment of the teeth, including, but not limited to, braces for dental indications, and occlusal splints and occlusal appliances to treat

malocclusion/misalignment of teeth. This exclusion does not apply to Medically Necessary orthognathic Surgery.

- c. Extraction of impacted teeth, including wisdom teeth.

**P. Temporomandibular Joint Dysfunction (TMJ)**

Medically Necessary and Medically Appropriate services to diagnose and treat temporomandibular joint syndrome or dysfunction (TMJ or TMD).

**1. Covered Services**

- a. Diagnosis and treatment of TMJ or TMD.
- b. Surgical treatment of TMJ or TMD, if performed by a qualified oral surgeon or maxillofacial surgeon.
- c. Non-surgical TMJ includes: (1) history exam; (2) office visit; (3) x-rays; (4) diagnostic study casts; and (5) appliances to stabilize jaw joint.

**2. Exclusions**

- a. Treatment for routine dental care and related services including, but not limited to: (1) crowns; (2) caps; (3) plates; (4) bridges; (5) dental x-rays; (6) fillings; (7) periodontal surgery; (8) tooth extraction; (9) root canals; (10) preventive care (cleanings, x-rays); (11) replacement of teeth (including implants, false teeth, bridges); (12) bone grafts (alveolar surgery); (13) treatment of injuries caused by biting and chewing; (14) treatment of teeth roots; and (15) treatment of gums surrounding the teeth.
- b. Treatment for correction of underbite, overbite, and misalignment of the teeth including braces for dental indications.

**Q. Diagnostic Services**

Medically Necessary and Appropriate diagnostic radiology services and laboratory tests. Prior Authorization for Advanced Radiological Imaging must be obtained from the Plan, or benefits will be reduced or denied.

**1. Covered Services**

- a. Imaging services ordered by a Practitioner, including x-ray, ultrasound, bone density test, 3D mammograms, and Advanced Radiological Imaging Services. Advanced Radiological Imaging Services include MRIs, CT scans, PET scans, nuclear cardiac imaging.

- b. Diagnostic laboratory services ordered by a Practitioner.

**2. Exclusions**

- a. Diagnostic services that are not Medically Necessary and Appropriate.
- b. Diagnostic services not ordered by a Practitioner.

**R. Durable Medical Equipment**

Medically Necessary and Medically Appropriate medical equipment or items that: (1) in the absence of illness or injury, are of no medical or other value to You; (2) can withstand repeated use in an ambulatory or home setting; (3) require the prescription of a Practitioner for purchase; (4) are approved by the FDA for the illness or injury for which it is prescribed; and (5) are not solely for Your convenience.

Prior Authorization is required for certain Durable Medical Equipment; if Prior Authorization is not obtained, benefits will be reduced

**1. Covered Services**

- a. Rental of Durable Medical Equipment - Maximum allowable rental charge not to exceed the total Maximum Allowable Charge for purchase. If You rent the same type of equipment from multiple DME Providers, and the total rental charges from the multiple Providers exceed the purchase price of a single piece of equipment, You will be responsible for amounts in excess of the Maximum Allowable Charge for purchase.
- b. DME that meets the medical need for which it was requested, whether that be safety, assistance with activities of daily living, or support of bodily function.
- c. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered Durable Medical Equipment.
- d. Supplies and accessories necessary for the effective functioning of Covered Durable Medical Equipment.
- e. The replacement of items needed as the result of normal wear and tear, defects, obsolescence or aging. Insulin pump replacement is Covered only for pumps older than 48 months and only if the pump cannot be repaired.

**2. Exclusions**

- a. Charges exceeding the total cost of the Maximum Allowable Charge to purchase the Durable Medical Equipment.
  - b. Unnecessary repair, adjustment or replacement or duplicates of any such Durable Medical Equipment.
  - c. Supplies and accessories that are not necessary for the effective functioning of the Covered equipment.
  - d. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology, except when the new technology is replacing items as a result of normal wear and tear, defects, or obsolescence and aging.
  - e. Items that require or are dependent on alteration of home, workplace or transportation vehicle.
  - f. Motorized scooters, exercise equipment, hot tubs, pools, saunas.
  - g. Additional components or upgrades for appearance or functions not directly related to the medical need.
  - h. Computerized or gyroscopic mobility systems, roll about chairs, geriatric chairs, hip chairs, and seat lifts of any kind,
  - i. Patient lifts, auto tilt chairs, air fluidized beds, or air flotation beds, unless approved by Case Management for a Member who is in Case Management.
  - c. Splints and braces that are custom made or molded, and are incident to a Practitioner's services or on a Practitioner's order.
  - d. The replacement of Covered items required as a result of growth, normal wear and tear, defects or aging.
  - e. The initial purchase of artificial limbs or eyes.
  - f. The first set of eyeglasses or contact lenses required to adjust for vision changes due to cataract surgery. Benefits for eyeglasses or contact lens are limited as indicated in Attachment C: Schedule of Benefits.
  - g. Wigs for hair loss resulting from injury, chemotherapy or radiation therapy.
2. Exclusions
- a. Prosthetics primarily for cosmetic purposes, including but not limited to wigs (except as specified above), or other hair prosthesis or transplants.
  - b. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.
  - c. Foot orthotics, shoe inserts and custom made shoes except as required by federal law for diabetic patients or as a part of a leg brace.
  - d. Duplicate equipment.

#### **S. Prosthetics/Orthotics**

Medically Necessary and Medically Appropriate devices used to correct or replace all or part of a body organ, body structure or limb that may be malfunctioning or missing due to: (1) birth defect; (2) accident; (3) illness; or (4) Surgery.

Prior Authorization is required for certain prosthetics/orthotics; if Prior Authorization is not obtained, benefits will be reduced. Hearing Aids are not considered to be prosthetics or orthotics; see the "Hearing Aid" section for benefits

##### **1. Covered Services**

- a. The initial purchase of surgically implanted prosthetic or orthotic devices, including cochlear implants.
- b. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment.

#### **T. Hearing Aids**

Medically Necessary and Medically Appropriate Hearing Aids used to enhance hearing when sustained loss is due to (1) birth defect; (2) accident; (3) illness; or (4) Surgery. Cochlear implants are not considered Hearing Aids; see the "Prosthetics/Orthotics" section for benefits.

##### **1. Covered Services**

- a. The initial purchase of Covered Hearing Aids, limited as indicated in "Attachment C: Schedule of Benefits."
- b. The repair, adjustment or replacement of components and accessories necessary for the effective functioning of Covered equipment, except as otherwise indicated under Exclusions.

##### **2. Exclusions**

- a. Hearing Aid batteries, cords and other assistive listening devices such as FM systems.

- b. Items to replace those that were lost, damaged, stolen or prescribed as a result of new technology.

#### **U. Diabetes Treatment**

Medically Necessary and Medically Appropriate diagnosis and treatment of diabetes. In order to be Covered, such services must be prescribed and certified by a Practitioner as Medically Necessary. The treatment of diabetes consists of medical equipment, supplies, and outpatient self-management training and education, including nutritional counseling.

##### **1. Covered Services**

- a. Blood glucose monitors, including monitors designed for the legally blind.
- b. Diabetic test strips.
- c. Injection aids.
- d. Syringes.
- e. Lancets.
- f. Glucagon emergency kits.
- g. Insulin pumps, infusion devices, and appurtenances, not subject to the benefit limit for Durable Medical Equipment indicated in Attachment C: Schedule of Benefits. Insulin pump replacement is Covered only for pumps older than 48 months and if the pump cannot be repaired.
- h. Podiatric appliances for prevention of complications associated with diabetes.
- i. Initial diabetes outpatient self-management training and educational services including medical nutrition counseling when prescribed by a physician and determined by administrator to be Medically Necessary with a diagnosis of diabetes. Coverage for additional training and education may be available when a significant change occurs in the patient's symptoms or condition that necessitates a change in the patient's self-management or when a physician determines that re-education or refresher training is needed and determined by administrator to be Medically Necessary.

##### **2. Exclusions**

- a. Treatments or supplies that are not prescribed and certified by a Practitioner as being Medically Necessary.

- b. Supplies not required by state statute.
- c. Duplicate podiatric appliances.

#### **V. Supplies**

Medically Necessary and Medically Appropriate expendable and disposable supplies for the treatment of disease or injury.

##### **1. Covered Services**

- a. Supplies for the treatment of disease or injury used in a Practitioner's office, outpatient facility, or inpatient facility.
- b. Supplies for treatment of disease or injury that are prescribed by a Practitioner and cannot be obtained without a Practitioner's prescription.

##### **2. Exclusions**

- a. Supplies that can be obtained without a prescription, except for diabetic supplies. Examples include but are not limited to: (1) adhesive bandages; (2) dressing material for home use; (3) antiseptics; (4) medicated creams and ointments; (5) cotton swabs; and (6) eyewash.

#### **W. Home Health Care Services**

Medically Necessary and Medically Appropriate services and supplies authorized by the Plan and provided in Your home by a Practitioner who is primarily engaged in providing home health care services. Home visits by a skilled nurse require Prior Authorization. Physical, speech or occupational therapy provided in the home does not require Prior Authorization, but does apply to the Therapy Services visit limits shown in Attachment C: Schedule of Benefits.

##### **1. Covered Services**

- a. Part-time, intermittent health services, supplies and medications, by or under the supervision of a registered nurse.
- b. Home infusion therapy.
- c. Rehabilitative therapies such as physical therapy, occupational therapy, etc. (subject to the limitations of the Therapeutic/Rehabilitative benefit).
- d. Medical social services.
- e. Dietary guidance.
- f. Coverage is limited as indicated in Attachment C: Schedule of Benefits.

##### **2. Exclusions**



- a. Items such as non-treatment services for: (1) routine transportation; (2) homemaker or housekeeping services (3) supportive environmental equipment; (4) Custodial Care; (5) social casework; (6) meal delivery; (7) personal hygiene; (8) convenience items; and (9) home health aides.
- b. Services that were not Authorized by the Plan.

## **X. Hospice**

Medically Necessary and Medically Appropriate services and supplies for supportive care where life expectancy is 6 months or less.

### **1. Covered Services**

- a. Benefits will be provided for: (1) part-time intermittent nursing care; (2) medical social services; (3) bereavement counseling; (4) medications for the control or palliation of the illness; (5) home health aide services; (6) private duty nursing and (7) physical or respiratory therapy for symptom control.

This Plan provides benefits for specific services in a hospice facility. These services are the same as those listed above and are only paid to the extent that benefits do not exceed those that would be received in a home setting.

### **2. Exclusions**

- a. Inpatient hospice services except as listed above or as otherwise approved by Case Management.
- b. Services such as: (1) homemaker or housekeeping services; (2) meals; (3) convenience or comfort items not related to the illness; (4) supportive environmental equipment; (5) routine transportation; (6) funeral or financial counseling.

## **Y. Behavioral Health Services**

Medically Necessary and Medically Appropriate treatment of mental health and substance use disorders, including Medication Assisted Treatment characterized by abnormal functioning of the mind or emotions and in which psychological, emotional or behavioral disturbances are the dominant features.

Prior Authorization is required for:

- a) All inpatient levels of care, which include Acute care and residential care.
- b) Partial hospitalization programs.
- c) Intensive outpatient treatment programs.
- d) Certain outpatient Behavioral Health Services including, but not limited to, electro-convulsive therapy (ECT), transcranial magnetic stimulation (TMS), applied behavior analysis (ABA) therapy and psychological testing.

Visit [bcbst.com](http://bcbst.com) or call the number on the back of Your ID card if You have questions about Prior Authorization requirements for Behavioral Health Services.

### **1. Covered Services**

- a. Inpatient services for care and treatment of mental health and substance use disorders.
- b. Outpatient facility services, including partial hospitalization and intensive outpatient treatment programs for treatment of mental health and substance use disorders.
- c. Practitioner visits for care and treatment of mental health and substance use disorders.
- d. Drugs used for substance use disorder administered or dispensed directly by a Practitioner.
- e. Telehealth.

### **2. Exclusions**

- a. Pastoral counseling.
- b. Marriage and family counseling without a behavioral health diagnosis.
- c. Vocational and educational training and/or services.
- d. Custodial or domiciliary care.
- e. Conditions without recognizable ICD codes, such as a dult child of a lcoholics co-dependency and self-help programs.
- f. Sleep disorders.
- g. Court ordered examinations and treatment, unless Medically Necessary.
- h. Pain management.
- i. Hypnosis or regressive hypnotic techniques.

- j. Boarding school programs, wilderness treatment programs or similar programs, whether or not the program is part of a residential treatment facility or otherwise licensed institution.

## **Z. Vision**

Medically Necessary and Medically Appropriate diagnosis and treatment of diseases and injuries that impair vision.

1. Covered Services
  - a. Services and supplies for the diagnosis and treatment of diseases and injuries to the eye.
  - b. First set of eyeglasses or contact lenses required to adjust for vision changes due to cataract surgery and obtained within 6 months following the Surgery.
  - c. Vision therapy.
  - d. One (1) retinopathy screening for diabetics per Calendar Year.
2. Exclusions
  - a. Routine vision services, including services, Surgeries and supplies to detect or correct refractive errors of the eyes.
  - b. Eyeglasses, contact lenses and examinations for the fitting of eyeglasses and contact lenses.
  - c. Eye exercises.
  - d. Visual training.
  - e. The replacement of contacts after the initial pair has been provided following cataract Surgery.

## **AA. Drugs – Medical Coverage**

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

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

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

## **BB. Specialty Drugs**

Medically Necessary and Medically Appropriate Specialty Drugs used to treat chronic, complex conditions and that typically require special handling, administration or monitoring. Prior Authorization is required for certain Specialty Drugs; if Prior Authorization is not obtained, benefits will be reduced. Call the Administrator's consumer advisors at the number on the back of Your ID card or visit [bcbst.com](http://bcbst.com) to find out which Specialty Drugs require Prior Authorization.

1. Covered Services
  - a. Provider-administered Specialty Drugs as identified on the Provider-administered Specialty Drugs list when dispensed by a Pharmacy in Our Specialty Pharmacy Network. The current list can be found at [bcbst.com](http://bcbst.com) or by calling the number on the back of Your ID card.
2. Exclusions
  - a. Self-administered Specialty Drugs.
  - b. FDA-approved drugs used for purposes other than those approved by the FDA, unless the drug is recognized for the treatment of the particular indication in one of the standard reference compendia.
  - c. Provider-administered Specialty Drugs that are not dispensed by a Pharmacy in Our Specialty Pharmacy Network.

## **CC. Bariatric Surgery**

1. Covered Services
  - a. Gastric bypass surgery.
  - b. Lap band surgery.

All other variations of bariatric surgery will be based on the Plan Administrator's medical policies in effect at the time of the procedure and the Plan Administrator's determination of Medical Necessity.
2. Exclusions
  - a. Services or supplies for treatment of obesity and/or for inpatient treatment of bulimia, anorexia, or other eating

disorders which consist primarily of behavioral modification, diet and weight monitoring, unless Medically Necessary or Medically Appropriate for surgical intervention procedure (and surgically related services) due to life threatening conditions/complications related to the morbid obesity.

## EVIDENCE OF COVERAGE

### ATTACHMENT B: OTHER EXCLUSIONS

This EOC does not provide benefits for the following services, supplies or charges:

1. Services or supplies not listed as Covered Services under Attachment A: Covered Services.
2. Services or supplies that are determined to be not Medically Necessary and Medically Appropriate.
3. Services or supplies that are Investigational in nature including, but not limited to: (1) drugs; (2) biologicals; (3) medications; (4) devices; and (5) treatments.
4. Illness or injury resulting from war that occurred before Your Coverage began under this EOC and that is covered by: (1) veteran's benefit; or (2) other coverage for which You are legally entitled.
5. Self-treatment or training.
6. Staff consultations required by hospital or other facility rules.
7. Services that are free.
8. Services or supplies for the treatment of work related illness or injury, regardless of the presence or absence of workers' compensation coverage.
9. Personal, physical fitness, recreational and convenience items and services such as: (1) barber and beauty services; (2) television; (3) air conditioners; (4) humidifiers; (5) air filters; (6) heaters; (7) physical fitness equipment; (8) saunas; (9) whirlpools; (10) water purifiers; (11) swimming pools; (12) tanning beds; (13) weight loss programs; (14) physical fitness programs; or (15) self-help devices, programs or applications (including but not limited to mobile medical applications) of any type, whether for medical, behavioral health or non-medical use, unless such mobile application is approved in advance by BlueCross to be used in connection with a wellness program offered by BlueCross.
10. Services or supplies received before Your effective date for Coverage with this Plan.
11. Services or supplies related to a Hospital Confinement received before Your effective date for Coverage with this Plan.
12. Services or supplies received after Your Coverage under this Plan ceases for any reason.

This is true even though the expenses relate to a condition that began while You were Covered.

13. Services or supplies received in a dental or medical department maintained by or on behalf of the Employer, mutual benefit association, labor union or similar group.
14. Services or charges to complete a claim form or to provide medical records or other administrative functions. We will not charge You or Your legal representative for statutorily required copying charges;
15. Charges for failure to keep a scheduled appointment;
16. Charges for telephone consultations, e-mail or web based consultations, except as otherwise stated in this EOC.
17. Court ordered examinations and treatment, unless Medically Necessary.
18. Room, board and general nursing care rendered on the date of discharge, unless admission and discharge occur on the same day.
19. Charges in excess of the Maximum Allowable Charge for Covered Services.
20. Any service stated in Attachment A as a non-Covered Service or limitation.
21. Charges for services performed by You or Your spouse, or Your or Your spouse's parent, sister, brother or child.
22. Any charges for handling fees.
23. Unless Covered in the "Drugs – Prescription Coverage" section, nicotine replacement therapy and aids to smoking cessation including, but not limited to, patches.
24. Safety items, or items to affect performance primarily in sports-related activities.
25. Services or supplies related to treatment of complications (except Complications of Pregnancy) that are a direct or closely related result of a Member's refusal to accept treatment, medicines, or a course of treatment that a Provider has recommended or has been determined to be Medically Necessary, including leaving an inpatient medical facility against the advice of the treating physician.

26. Services considered Cosmetic, except when Medically Necessary and Medically Appropriate. This exclusion also applies to Surgeries to improve appearance following a prior Surgical Procedure, even if that prior procedure was a Covered Service. Services that could be considered Cosmetic include, but are not limited to, (1) breast augmentation; (2) sclerotherapy injections, laser or other treatment of spider veins and varicose veins; (3) rhinoplasty; (4) panniculectomy/abdominoplasty; and (5) Botulinum toxin.
27. Services that are always considered Cosmetic include, but are not limited to, (1) removal of tattoos; (2) facelifts; (3) body contouring or body modeling; (4) injections to smooth wrinkles; (5) piercing ears or other body parts; (6) rhytidectomy or rhytidoplasty; (7) thighplasty; (8) brachioplasty; (9) keloid removal; (10) dermabrasion; (11) chemical peels; and (12) laser resurfacing.
28. Lipectomy for cosmetic purpose or for the treatment of variations in fat distribution.
29. Charges relating to surrogate pregnancy when the surrogate mother is not a Covered Member under this Plan.
30. Sperm preservation.
31. Unless Covered in the "Drugs – Prescription Coverage" section services or supplies to treat sexual dysfunction, regardless of cause, including but not limited to erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido. This exclusion does not apply to office visits.
32. Services or supplies related to complications of cosmetic procedures, or body remodeling after weight loss.
33. Intradiscal annuloplasty to treat discogenic back pain. This procedure provides controlled delivery of heat to the intervertebral disc through an electrode or coil.
34. Human growth hormones.
35. Compound drugs, unless Medically Necessary and Medically Appropriate.
36. Medical tourism or care received outside the United States when you choose to have an elective procedure in another country.
37. Non-emergency and non-urgent medical services or supplies received while traveling outside of the United States when treatment could have been reasonably delayed.
38. Home delivery of childbirth and any related services, unless the delivery is performed by a provider licensed by the state board of nursing as a registered nurse and duly certified as a nurse midwife by the American College of Nurse-Midwives.

## EVIDENCE OF COVERAGE

### ATTACHMENT C: PPO SCHEDULE OF BENEFITS-80% COINSURANCE PLAN

**Group Name: THE TENNESSEE VALLEY AUTHORITY**

**80% COINSURANCE PLAN**

**Group Number: 82333**

**Effective Date: January 1, 2022**

**Network: P**

**PLEASE READ THIS IMPORTANT STATEMENT:** In-Network benefits apply to services received from Network Providers.

Out-of-Network benefit percentages apply to BlueCross Maximum Allowable Charge, not to the Provider's Billed Charge (unless otherwise specified). When using Out-of-Network Providers or Non-Contracted Providers, You may be responsible for any unpaid Billed Charges. This amount can be substantial. For more information, please refer to the definitions of Coinsurance and Maximum Allowable Charge in the Definitions section of this EOC.

For the following services rendered by an Out-of-Network Provider, Network Benefits including Deductible and Out-of-Pocket Maximum will apply, and the Provider may not balance bill You as required by state or federal law:

1. Emergency Care Services rendered at an out-of-network hospital, when considered a true Emergency.
2. Items and services rendered by an Out-of-Network Provider at an in-network hospital. Note that in certain circumstances, You may agree to receive treatment from an Out-of-Network Provider and waive balance billing protections, provided that You provide consent prior to treatment, and that Your consent satisfies applicable regulatory requirements.
3. Emergent and other Authorized air ambulance services (the same criteria to determine if services from an in-network air ambulance Provider are Covered is used to determine whether services from an out-of-network air ambulance Provider is Covered).

Also, if You are seeing a Network Provider that becomes an Out-of-Network Provider and You have complex care or other needs as defined by state or federal law, You are eligible for Network Benefits for 120 days, giving You the opportunity to find a Network Provider to receive a Network Benefit in the future. Please contact Our consumer advisors at the Member Service number on the back of Your ID card if You would like to request Network Benefits from an Out-of-Network Provider.

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network
<b>Preventive Health Care Services</b>		
Well Child Care (to age 6) Birth to Age 1 - 5 exams (including routine immunizations), in addition to the initial physician exam in the hospital Age 1 up to age 2, 3 exams (including routine immunizations), per 12 month period Age 2 up to age 3, 2 exams (including routine immunizations), per 12 month period Age 3 up to age 6, 1 exam (including routine immunizations) per 12 month period	100%	100% of Billed Charges
Well Care - Age 6 and up Includes annual health assessment and covered screenings	100%	100% of Billed Charges
Well Woman Exam	100%	100% of Billed Charges
Mammogram (inpatient only), Cervical cancer Screening and Prostate cancer Screening	100%	100% of Billed Charges

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network
Covered Immunizations	100%	100% of Billed Charges
Screening for hearing loss	100%	100% of Billed Charges
Other Well Care Screenings, age 6 and above	100%	100% of Billed Charges
Lactation counseling by a trained provider during pregnancy or in the post-partum period. Limited to one visit per pregnancy.	100%	100% of Billed Charges
Manual Breast Pump, limited to one per pregnancy	100%	100% of Billed Charges
One (1) retinopathy screening for diabetics per Calendar Year.	100%	Not Covered
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	100% of Billed Charges
Hemoglobin A1C test	100%	100% of Billed Charges
<b>Services Received at the Practitioner's office</b>		
<b>Office Exams and Consultations</b>		
Diagnosis and treatment of illness or injury, including medical and behavioral health conditions	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Maternity care	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Injections and Immunizations</b>		
Allergy injections and allergy extract	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
All other medicine injections, excluding Specialty Drugs For surgery injections, please see Office Surgery under the Other office procedures, services or supplies section.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Diagnostic Services</b>		
Allergy Testing	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies <b>Advanced Radiological Imaging requires Prior Authorization.</b> If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Other covered diagnostic services for illness or injury	80% after Deductible	70% of the Maximum Allowable Charge after Deductible

<b>Covered Services</b>	<b>In-Network Benefits for Covered Services received from Network Providers</b>	<b>Out-of-Network Benefits for Covered Services received from Out-of-Network</b>
Maternity care diagnostic services	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Diagnostic flexible sigmoidoscopy and diagnostic colonoscopy	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Other office procedures, services or supplies</b>		
<p>Office Surgery, including anesthesia, performed in and billed by the Practitioner's office</p> <p>Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.</p> <p>Surgeries include incisions, excisions, biopsies, injection treatments, fracture treatments, applications of casts and splints, sutures, and invasive diagnostic services (e.g., endoscopy).</p>	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<p>Therapy Services:</p> <p>Speech and occupational therapy limited to 60 visits per therapy type per Calendar Year;</p> <p>Chiropractic therapy limited to 20 visits per Calendar Year;</p> <p>Cardiac and pulmonary rehab therapy limited to 36 visits per Calendar Year;</p> <p>Acupuncture, limited to 20 visits per Calendar Year.</p> <p>Limits do not apply to services for treatment of autism spectrum disorders.</p>	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<p>Non-routine treatments:</p> <p>Includes renal dialysis, radiation therapy (proton), chemotherapy and infusions. Does not apply to Specialty Drugs.</p>	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	70% of the Maximum Allowable Charge after Deductible



Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network
Other covered office services	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Services Received at a Facility</b>		
<b>Inpatient Hospital Stays and Behavioral Health Services:</b> Inpatient hospital stays (except initial maternity admission and Emergency admissions) and Behavioral Health Services require a Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers when Prior Authorization is not obtained. Benefits may be reduced to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Practitioner charges (including global maternity delivery charges billed as inpatient service)	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Inpatient Hospice	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
<b>Skilled Nursing or Rehab Facility stays</b> Prior Authorization required. Benefits may be reduced to 50% for Out-of-Network Providers when Prior Authorization is not obtained. Benefits may be reduced to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Emergency Care Services</b> (Whether the Practitioner is considered an Emergency physician and therefore reimbursable under this benefit is determined by the place of service on the claim.)		
Emergency Room charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Advanced Radiological Imaging Services Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies.	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
All Other Hospital charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Practitioner Charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
<b>Outpatient Facility Services including Behavioral Health Intensive Outpatient, and Partial Hospitalization</b> Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy).		
Facility charges	80% after Deductible	70% of the Maximum Allowable Charge after Deductible

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network
Practitioner charges	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Outpatient Diagnostic Services</b>		
<b>Advanced Radiological Imaging</b> Includes CT scans, MRIs, PET scans, nuclear medicine and similar technologies.  <b>Advanced Radiological Imaging requires Prior Authorization.</b> If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
All other Diagnostic Services for illness or injury	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Diagnostic flexible sigmoidoscopy and diagnostic colonoscopy	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Other Outpatient procedures services, or supplies</b>		
Non-routine injections, immunizations and treatments:  Includes renal dialysis, radiation therapy (proton), chemotherapy and infusions. Does not apply to Specialty Drugs. See Provider Administered Specialty Drugs section for applicable benefit.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Therapy Services:  Speech and occupational therapy limited to 60 visits per therapy type per Calendar Year; Chiropractic therapy limited to 20 visits per Calendar Year; Cardiac and pulmonary rehab therapy limited to 36 visits per Calendar Year; Acupuncture, limited to 20 visits per Calendar Year.  Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	70% of the Maximum Allowable Charge after Deductible

<b>Covered Services</b>	<b>In-Network Benefits for Covered Services received from Network Providers</b>	<b>Out-of-Network Benefits for Covered Services received from Out-of-Network</b>
Supplies	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
All other services received at an outpatient facility, including chemotherapy, radiation therapy (proton), injections, infusions, and renal dialysis	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
<b>Other Services</b>		
Ambulance	Independent air and ground ambulance service – 80% after Deductible  Facility ground ambulance service – 80% of the Maximum allowable Charge after Deductible  Facility air ambulance service – 80% after Deductible	Ground ambulance service – 80% of billed charges after Deductible.  Air ambulance 80% of the Maximum allowable Charge after Deductible
Home health care services, including home infusion therapy  Home health care may require Prior Authorization.  Physical, speech or occupational therapy provided in the home do not require Prior Authorization and are subject to the therapy services visit limits.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Outpatient Hospice Care	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
PhysicianNow consultations for medical services via telephone, tablet or computer.	80% after Deductible	Not Applicable
Urgent Care Center charges	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Digital Behavioral Health through BlueCross BlueShield of Tennessee wellness program	80% after Deductible	Not Covered
Hearing Aids for Members under age 18, limited to one per ear every 3 years. (In-Network and Out-of-Network Combined)	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Hearing Aids age 18 and over, limited to one per ear and \$1,500 paid dollar maximum per ear, every 3 years.	80% after Deductible	70% of the Maximum Allowable Charge after Deductible
Wigs (In-Network and out-of-Network Combined)	\$200 per occurrence subject to Deductible/Coinsurance	

Covered Services	In-Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network
Treatment for fertility Limited to \$30,000 per lifetime, per family unit combined with Rx, a doption and surrogacy)	80% after Deductible	70% of the Maximum Allowable Charge after Deductible]
<b>Organ Transplant Services</b>		
<p>Transplant Services All Transplant Services require Prior Authorization.</p> <p>Call Our consumer advisors before any pre-transplant evaluation or other Transplant Service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type.</p> <p>See the “Prior Authorization, Care Management, Medical Policy and Patient Safety” and “Organ Transplants–section of this EOC for more information.</p>	<p><b>Blue Distinction Centers for Transplants (BDCT) Network:</b> 80% after Network Deductible, Network Out-of-Pocket Maximum applies.</p>	<p><b>Transplant Network:</b> 80% after Network Deductible, Network Out-of-Pocket Maximum applies.</p> <p><b>Out-of-Network Providers:</b> 70% of the Maximum Allowable Charge after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies.</p>

Miscellaneous Limits:	In-Network Services received from Network Providers	Out-of-Network Services received from Out-of-Network Providers
Lifetime Maximum	Unlimited	
<b>Deductible<sup>1</sup></b>		
Individual	\$550	\$1,100
Family Note: Family Deductible applies to Individual-plus-Child(ren) and Individual-plus-Spouse tiers if available to employee	\$550 per Member, not to exceed \$1,100 for all Covered Family Members	\$1,100 per Member, not to exceed \$2,200 for all Covered Family Members
<b>Out-of-Pocket Maximum<sup>2</sup></b>		
Individual	\$3,250	\$6,500
Family Note: Family Out-of-Pocket Maximum applies to Individual-plus-Child(ren) and Individual-plus-Spouse tiers if available to employee	\$3,250 per Member, not to exceed \$6,500 for all Covered Family Members.	\$6,500 per Member, not to exceed \$13,000 for all Covered Family Members

1. The Deductible applies to the medical services only.

2. The Out-of-Pocket Maximum includes medical, prescription drugs and vision.

<b>Provider-Administered Specialty Drugs</b> - To receive benefits for Provider-administered Specialty Drugs, You must use a Preferred Pharmacy in Our Specialty Pharmacy Network.		
Cost share listed for Provider-administered Specialty Drugs is for the medication only. Providers may bill additional charges for the administering of the drug; refer elsewhere in the schedule for applicable benefit (e.g., chemotherapy, labwork).  At the Specialty Pharmacy Network, You will pay the lesser of Your applicable Copayment or Coinsurance, the Maximum Allowable Charge, Our discounted rate or the Specialty Pharmacy Network's charge for the Prescription Drug.		
<b>Provider-administered Specialty Drugs</b>	<b>Preferred Specialty Pharmacy Network</b>	<b>Out-of-Network</b>
Provider-administered Specialty Drugs, as indicated in the Provider-administered Specialty Drug list	80% after Deductible	Not Covered

**When services that require Prior Authorization are received from Out-of-Network Providers, and Network Providers outside Tennessee, You are responsible for obtaining Prior Authorization. Benefits may be reduced to 50% or denied for Out-of-Network Providers and Network Providers outside Tennessee when Prior Authorization is not obtained.**

## EVIDENCE OF COVERAGE

### ATTACHMENT C: PPO SCHEDULE OF BENEFITS-(CDHP)

**Group Name: THE TENNESSEE VALLEY AUTHORITY**

**Consumer-Directed Health Plan (CDHP)**

**Group Number: 82333**

**Effective Date: January 1, 2022**

**Network: P**

**PLEASE READ THIS IMPORTANT STATEMENT:** Network level benefits apply to services received from Network Providers.

Out-of-Network benefit percentages apply to BlueCross Maximum Allowable Charge, not to the Provider's Billed Charge (unless otherwise specified). When using Out-of-Network Providers or Non-Contracted Providers, the Member may be responsible for any unpaid Billed Charges. This amount can be substantial. For more information, please refer to the definitions of Coinsurance and Maximum Allowable Charge in the Definitions section of this EOC.

For the following services rendered by an Out-of-Network Provider, Network Benefits including Deductible and Out-of-Pocket Maximum will apply, and the Provider may not balance bill You as required by state or federal law:

1. Emergency Care Services rendered at an out-of-network hospital, when considered a true Emergency.
2. Items and services rendered by an Out-of-Network Provider at an in-network hospital. Note that in certain circumstances, You may agree to receive treatment from an Out-of-Network Provider and waive balance billing protections, provided that You provide consent prior to treatment, and that Your consent satisfies applicable regulatory requirements.
3. Emergent and other Authorized air ambulance services (the same criteria to determine if services from an in-network air ambulance Provider are Covered is used to determine whether services from an out-of-network air ambulance Provider is Covered).

Also, if You are seeing a Network Provider that becomes an Out-of-Network Provider and You have complex care or other needs as defined by state or federal law, You are eligible for Network Benefits for 120 days, giving You the opportunity to find a Network Provider to receive a Network Benefit in the future. Please contact Our consumer advisors at the Member Service number on the back of Your ID card if You would like to request Network Benefits from an Out-of-Network Provider.

Covered Services	Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
<b>Preventive Health Care Services</b>		
Well Child Care - Children (to age 6) Includes: Birth to Age 1 - 5 exams (including routine immunizations), in addition to the initial physician exam in the hospital Age 1 up to age 2, 3 exams (including routine immunizations), per 12 month period Age 2 up to age 3, 2 exams (including routine immunizations), per 12 month period Age 3 up to age 6, 1 exam (including routine immunizations) per 12 month period	100%	100% of Billed Charges

<b>Covered Services</b>	<b>Network Benefits for Covered Services received from Network Providers</b>	<b>Out-of-Network Benefits for Covered Services received from Out-of-Network Providers</b>
Well Care – Age 6 and up Includes an annual health assessment and covered screenings:	100%	100% of Billed Charges
Well Woman Exam	100%	100% of Billed Charges
Mammogram (inpatient only), Cervical Cancer Screening, and Prostate Cancer Screening	100%	100% of Billed Charges
Covered Immunizations	100%	100% of Billed Charges
Screening for hearing loss	100%	100% of Billed Charges
Other Covered Well Care Screenings, age 6 and above	100%	100% of Billed Charges
Lactation counseling by a trained provider during pregnancy or in the post-partum period. Limited to one visit per pregnancy.	100%	100% of Billed Charges
Manual Breast Pump, limited to one per pregnancy	100%	100% of Billed Charges
FDA-approved contraceptive methods, sterilization procedures and counseling for women with reproductive capacity.	100%	100% of Billed Charges
One (1) retinopathy screening for diabetics per Calendar Year.	100%	Not Covered
Hemoglobin A1C test	100%	100% of Billed Charges
<b>Services Received at the Practitioner's Office</b>		
<b>Office Exams and Consultations</b>		
Diagnosis and treatment of illness or injury, including medical and behavioral health conditions	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Injections and Immunizations</b>		
Allergy injections and allergy extract	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All other medicine injections, excluding Specialty Drugs For surgery injections, please see Office Surgery under the Other Office Procedures, Services or Supplies section	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Diagnostic Services</b>		
Allergy testing	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

Covered Services	Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
<p>Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies.</p> <p><b>Advanced Radiological Imaging requires Prior Authorization.</b> If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.</p>	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Other covered diagnostic services for illness or injury	80% after Deductible	60% of the Maximum Allowable charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Diagnostic flexible sigmoidoscopy and diagnostic colonoscopy	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Other office procedures, services, or supplies</b>		
<p>Office Surgery, including anesthesia, performed in and billed by the Practitioner's office</p> <p>Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization</p> <p>Surgeries include incisions, excisions, biopsies, injection treatments, fracture treatments, applications of casts and splints, sutures, and invasive diagnostic services (e.g., endoscopy).</p>	80% after Deductible	60% of the Maximum Allowable Charge after Deductible



<b>Covered Services</b>	<b>Network Benefits for Covered Services received from Network Providers</b>	<b>Out-of-Network Benefits for Covered Services received from Out-of-Network Providers</b>
Therapy Services: Speech and occupational therapy limited to 60 visits per therapy type per Calendar Year; Chiropractic therapy limited to 20 visits per Calendar Year; Cardiac and pulmonary rehab therapy limited to 36 visits per Calendar Year; Acupuncture, limited to 20 visits per Calendar Year. Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Non-routine treatments: Includes renal dialysis, radiation therapy (proton), chemotherapy and infusions. Does not apply to Specialty Drugs.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable charge after Deductible
Other covered office services	80% after Deductible	60% of the Maximum Allowable charge after Deductible
<b>Services Received at a Facility</b>		
<b>Inpatient Hospital Stays and Behavioral Health Services:</b> Inpatient hospital stays (except initial maternity admission and Emergency admissions) and Behavioral Health Services require a Prior Authorization. Benefits may be reduced to 50% for Out-of-Network Providers when Prior Authorization is not obtained. Benefits may be reduced to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges (including global maternity delivery charges billed as inpatient service)	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Inpatient Hospice	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
<b>Skilled Nursing or Rehab Facility stays</b> Prior Authorization required. Benefits may be reduced to 50% for Out-of-Network Providers when Prior Authorization is not obtained. Benefits may be reduced to 50% for Network Providers outside Tennessee (BlueCard PPO Providers) when Prior Authorization is not obtained. (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Emergency Care Services</b> (Whether the Practitioner is considered an Emergency physician and therefore reimbursable under this benefit is determined by the place of service on the claim.)		
Emergency Room charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible

Covered Services	Network Benefits for Covered Services received from Network Providers	Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Advanced Radiological Imaging Services Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
All Other Hospital Charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
Practitioner Charges	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
<b>Outpatient Facility Services including Behavioral Health Intensive Outpatient, and Partial Hospitalization</b> Some procedures require Prior Authorization. Call Our consumer advisors to determine if Prior Authorization is required. If Prior Authorization is required and not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for penalty when Tennessee Network Providers do not obtain Prior Authorization. Surgeries include invasive diagnostic services (e.g., colonoscopy, sigmoidoscopy).		
Facility charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Practitioner charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Outpatient Diagnostic Services</b>		
Advanced Radiological Imaging Includes CT scans, MRIs, PET scans, nuclear medicine and other similar technologies. <b>Advanced Radiological Imaging requires Prior Authorization.</b> If Prior Authorization is not obtained, benefits may be reduced to 50% for Out-of-Network Providers and to 50% for Network Providers outside Tennessee (BlueCard PPO Providers). (See the Prior Authorization section for more information.) Network Providers in Tennessee are responsible for obtaining Prior Authorization; Member is not responsible for Penalty when Tennessee Network Providers do not obtain Prior Authorization.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All other diagnostic services for illness or injury	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Maternity care diagnostic services	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Diagnostic flexible sigmoidoscopy and diagnostic colonoscopy	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Other Outpatient procedures services, or supplies</b>		
Non-routine injections, immunizations and treatments: Includes renal dialysis, radiation therapy (proton), chemotherapy and infusions. Does not apply to Specialty Drugs. See Provider Administered Specialty Drugs section for applicable benefit	80% after Deductible	60% of the Maximum Allowable Charge after Deductible

<b>Covered Services</b>	<b>Network Benefits for Covered Services received from Network Providers</b>	<b>Out-of-Network Benefits for Covered Services received from Out-of-Network Providers</b>
Therapy Services: Speech and occupational therapy limited to 60 visits per therapy type per Calendar Year; Chiropractic therapy limited to 20 visits per Calendar Year; Cardiac and pulmonary rehab therapy limited to 36 visits per Calendar Year; Acupuncture, limited to 20 visits per Calendar Year. Limits do not apply to services for treatment of autism spectrum disorders.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
All Other services received at an outpatient facility, including chemotherapy, radiation therapy (proton), injections, infusions, renal dialysis, and sleep studies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
<b>Other Services</b>		
Ambulance	Independent air and ground ambulance service – 80% Of billed charges after Deductible Facility ground ambulance service - 80% of the Maximum Allowable Charge after Deductible Facility air ambulance service - 80% of billed charges after Deductible	Ground ambulance service - 80% of billed charges after Deductible. Air ambulance 80% of the Maximum allowable Charge after Deductible
Home health care services, including home infusion therapy Home health care may require Prior Authorization. Physical, speech or occupational therapy provided in the home does not require Prior Authorization and are subject to the therapy services visit limits.	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Outpatient Hospice Care	80% after Deductible	80% of the Maximum Allowable Charge after Deductible
DME, Orthotics and Prosthetics	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
PhysicianNow consultations for medical services via telephone, tablet or computer.	80% after Deductible	Not Applicable
Urgent Care Center charges	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Supplies	80% after Deductible	60% of the Maximum Allowable Charge after Deductible
Digital Behavioral Health through BlueCross BlueShield of Tennessee wellness program	80% after Deductible	Not Covered

Covered Services	Network Benefits for Covered Services received from Network Providers		Out-of-Network Benefits for Covered Services received from Out-of-Network Providers
Hearing Aids for Members under age 18, limited to one per ear every 3 years. (In-Network and Out-of-Network Combined)	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Hearing Aids age 18 and over, limited to one per ear and \$1,500 paid dollar maximum per ear, every 3 years.	80% after Deductible		60% of the Maximum Allowable Charge after Deductible
Wigs (In-Network and Out-of-Network Combined)	\$200 per occurrence subject to Deductible/Coinsurance		
Treatment for fertility  Limited to \$30,000 per lifetime, per family unit combined with Rx, a doption and surrogacy)	80% after Deductible		60% of the Maximum Allowable Charge after Deductible]
Organ Transplant Services			
Transplant Services All Transplant Services require Prior Authorization.  Call Our consumer advisors before any pre-transplant evaluation or other Transplant Service is performed to request Prior Authorization, and to determine if there are facilities available in the BDCT Network for Your specific transplant type.  See the “Prior Authorization, Care Management, Medical Policy and Patient Safety” and “Organ Transplants.	Blue Distinction Centers for Transplants (BDCT) Network: 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	Transplant Network: 80% after Network Deductible, Network Out-of-Pocket Maximum applies.	Out-of-Network Providers: 60% of the Maximum Allowable Charge, after Out-of-Network Deductible, Out-of-Network Out-of-Pocket Maximum applies.
Provider-Administered Specialty Drugs - To receive benefits for Provider-administered Specialty Drugs, You must use a Preferred Pharmacy in Our Specialty Pharmacy Network.			
Cost share listed for Provider-administered Specialty Drugs is for the medication only. Providers may bill additional charges for the administering of the drug; refer elsewhere in the schedule for applicable benefit (e.g., chemotherapy, labwork).			
At the Specialty Pharmacy Network, You will pay the lesser of Your applicable Copayment or Coinsurance, the Maximum Allowable Charge, Our discounted rate or the Specialty Pharmacy Network’s charge for the Prescription Drug.			
Provider-administered Specialty Drugs	Preferred Specialty Pharmacy Network		Out-of-Network
Provider-administered Specialty Drugs, as indicated in the Provider-administered Specialty Drug list	80% after Deductible		Not Covered
Miscellaneous Limits:	Network Providers		Out-of-Network Providers
Lifetime Maximum	Unlimited		Unlimited
Deductible <sup>1</sup>			
Individual	\$1,400		\$2,800
Family <sup>2</sup>			
Note: Family Deductible applies to Individual-plus-Child(ren) and Individual-plus-Spouse tiers if available to Employee	\$2,800		\$5,600

<b>Out-of-Pocket Maximum<sup>3</sup></b>		
Individual	\$4,500	\$9,000
Family	\$4,500 per Member, not to exceed \$9,000 for all Covered Family Members	\$9,000 per Member, not to exceed \$18,000 for all Covered Family Members
Note: Family Out-of-Pocket Maximum applies to Individual-plus-Child(ren) and Individual-plus-Spouse tiers if available to employee		

1. Benefits will not be provided for any Covered Family Member until the entire Family Deductible amount is met. The Deductible includes medical and prescription drugs.
2. If Your HDHP is in conjunction with an HSA, and You change from Family to Self-only Coverage during an Annual Benefit Period, only expenses incurred by You while under Family Coverage will be allocated to the Self-only Deductible.
3. The Out-of-Pocket Maximum includes medical, prescription drugs and vision.

**When services that require Prior Authorization are received from Out-of-Network Providers, and Network Providers outside Tennessee, You are responsible for obtaining Prior Authorization. Benefits may be reduced to 50% or denied for Out-of-Network Providers and Network Providers outside Tennessee when Prior Authorization is not obtained.**

## GENERAL LEGAL PROVISIONS

### INDEPENDENT LICENSEE OF THE BLUECROSS BLUESHIELD ASSOCIATION

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

### RELATIONSHIP WITH NETWORK PROVIDERS

#### A. Independent Contractors

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

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

You may request reconsideration of a Coverage Decision as explained in the Grievance Procedure section of this EOC. The participation agreement requires Network Providers to fully and fairly explain the administrator’s Coverage decisions to You, upon request, if You decide to request that the administrator reconsider a Coverage decision.

#### B. Termination of Providers’ Participation

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

#### C. Provider Directory

You may check to see if a Provider is in Your Plan’s Network by going online to [www.bcbst.com](http://www.bcbst.com).

## **OUR PAYMENT METHODS FOR NETWORK PROVIDERS**

Our agreements with Network Providers include different payment arrangements. We use various alternative Provider payment methodologies including, but not limited to, Diagnosis Related Group (DRG) payments, discounted fee-for-service payments, patient-centered medical home programs, bundled payments for episodes of care, pay-for-performance initiatives, and other quality improvement and/or cost containment programs.

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

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

## **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998**

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

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

The Coverage will be provided subject to the same Coinsurance, Copays and Deductibles established for other benefits under this Plan. Please refer to the Covered Services section of this EOC for details.

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

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

## **RIGHT OF REIMBURSEMENT**

### **A. Reimbursement Rights**

In the event the Plan makes any payments for Covered Services on a Member's behalf, and then the Member is later compensated by a third party for illnesses or injuries related to those Covered Services, the Plan has a right to reimbursement of any and all payments made by the Plan for those Covered Services.

Specifically, the Plan has the right to be reimbursed by such Member for any and all amounts equal to the Plan's payments from:

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

In addition, the Plan's rights include the right to reimbursement for the reasonable value of any prepaid services rendered by Network Providers pursuant to Covered Services on the Member's behalf.

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

### **B. Debt Owed to Federal Government/Priority Right of Reimbursement**

The Tennessee Valley Authority ("TVA") is a Federal corporate agency and the Plan sponsor. Any and all payments to which the Plan is entitled pursuant to its right of reimbursement under this provision constitute debts owed to TVA, and TVA has an absolute right to recover the entire amount of any debts owed to the agency.

In addition to the above, the Plan shall have first lien and right to reimbursement. The Plan's first lien supersedes any right the Member may have to be "made whole". In other words, the Plan is entitled to the right of first reimbursement out of any recovery the Member might procure regardless of whether the Member received compensation for any damages or expenses, including attorneys' fees or costs. This priority right of reimbursement supersedes the Member's right to be made whole from any recovery, whether full or partial. In addition, the Member agrees to do nothing to prejudice or oppose the Plan's right to reimbursement and the Member acknowledges that the Plan precludes operation of the "made-whole", "attorney-fund", and "common-fund" doctrines. Members agree to reimburse the Plan 100% first for any and all benefits provided through the Plan, and for any costs of recovering such amounts from those third parties from any and all amounts recovered through:

- Any settlement, mediation, arbitration, judgment, suit, or otherwise, or settlement from Your own insurance and/or from the third party (or their insurance);
- Any auto or recreational vehicle insurance coverage or benefits; or
- Business and homeowner medical liability insurance coverage or payments.

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

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

This priority right of reimbursement will not be reduced by attorney fees and costs the Member incurs.

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



### Notice and Cooperation

Members are required to notify the administrator promptly if they are involved in an incident that gives rise to such priority right of reimbursement, to enable the administrator to protect the Plan's rights under this section. Members are also required to cooperate with the administrator and to execute any documents that the administrator, acting on behalf of TVA the Plan sponsor, deems necessary to protect the Plan's rights under this section and under Federal law with respect to debts owed to a Federal agency.

The Member shall not do anything to hinder, delay, impede or jeopardize the Plan's priority right of reimbursement. Failure to cooperate or to comply with this provision shall entitle the Plan to withhold any and all benefits due the Member under the Plan or entitle TVA to take any other actions necessary and permitted to collect a debt owed to a Federal agency. This is in addition to any and all other rights that the Plan has pursuant to the provisions of the Plan's priority right of reimbursement.

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

### Legal Action and Costs

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

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

### Settlement or Other Compromise

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

**The right of reimbursement is based on (i) the Plan language in effect at the time of judgment, payment or settlement, and (ii) that the payments subject to the Plan's right of reimbursement constitute debts to TVA, a Federal corporate agency, and under Federal law, TVA has a right to recover any debts owed to it by an individual.**

The Plan, or its representative, may enforce the priority right of reimbursement set forth under this provision.

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

## PRIVACY PRACTICES

### Important Privacy Practices Notice

Effective Date: July 1, 2021

#### Important Privacy Information

*This notice describes how information we have about you may be used and disclosed, and how you can get access to this information. Please review it carefully.*

#### Legal obligations

The law requires Tennessee Valley Authority (TVA). (“we,” “us,” “our”) to give this notice of privacy practices to all our members. This notice lets you know about our legal duties and your rights when it comes to your information and privacy.

The law requires us to keep private all of the information we have about you, including your name, address, claims information, and other information that can identify you. The law requires us to follow all the privacy practices in this notice from the date on the cover until we change or replace it.

We have the right to make changes to our privacy practices and this notice at any time, but we will send you a new notice any time we do. Any changes we make to this notice will apply to all information we keep, including information created or received before we made changes.

Please review this notice carefully and keep it on file for reference. You may ask us for a copy of this notice at any time. To get one, please contact us at:

**The Privacy Office**  
TVA  
400 W Summitt Hill Drive  
Knoxville, TN 37902

You may reach out to us at this address or phone number to ask questions or make a complaint about this notice or how we’ve handled your privacy rights. You may also submit a written complaint to the U.S. Department of Health and Human Services (HHS). Just ask us for their address, and we will give it to you.

We support your right to protect the privacy of the information we have about you. We won’t retaliate against you if you file a complaint with HHS or us.

#### Organizations This Notice Covers

This notice applies to TVA. We may share our members’ information with BlueCross BlueShield of Tennessee, Inc. and certain subsidiaries and affiliates of BlueCross BlueShield of Tennessee, Inc. as outlined in this notice. If BlueCross BlueShield of Tennessee, Inc. buys or creates new subsidiaries, they may also be required to follow the privacy practices outlined in this notice.

For additional information, including TTY/TDD users, please call [insert contact and phone number]. Para obtener ayuda en español, llame al [insert phone number].

## How We May Use and Share Your Information

We typically use your information for treatment, payment or health care operations. Sometimes we are allowed, and sometimes we are required, to use or disclose your information in other ways. This is usually to contribute to the public good, such as public health and research.

Some states may have more stringent laws. When those laws apply to your information, we follow the more stringent law. Specifically, Tennessee law and other state and federal laws require us to obtain your consent for most uses and disclosures of behavioral health information, alcohol and other substance use disorder information, and genetic information.

## Ways We May Use and Share Your Information

The following are examples of how we may use or disclose your information in accordance with federal and state laws.

**For your treatment:** We may use or share your information with health care professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional care for you from other health care providers.

**To make payments:** We may use or share your information to pay claims for your care or to coordinate benefits covered under your health care coverage. For example, we may share your information with your dental provider to coordinate payment for dental services.

**For health care operations:** We may use or share your information to run our organization. For example, we may use or share it to measure quality, provide you with care management or wellness programs, and to conduct audit and other oversight activities.

**To work with plan sponsors:** We may share your information with your employer-sponsored group health plan (if applicable) for plan administration. Please see your plan documents for all ways a plan sponsor may use this information.

**For underwriting:** We may use or share your health plan information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a health plan contract. We're not allowed to use or disclose genetic information for underwriting purposes.

**Research:** We may use or share your information in connection with lawful research purposes.

**In the event of your death:** If you die, we may share your health plan information with a coroner, medical examiner, funeral director or organ procurement organization.

**To help with public health and safety issues:** We can share information about you in certain situations, such as:

- Preventing disease
- Assisting public health authorities in controlling the spread of disease such as during pandemics
- Helping with product recalls
- Reporting negative reactions to medications
- Reporting suspected abuse, neglect or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

**As required by law:** We may use or share your information as required by state or federal law.

**To comply with a court or administrative order:** Under certain circumstances, we may share your information in response to a court or administrative order, subpoena, discovery request or other lawful process.

**To address workers' compensation, law enforcement and other government requests:** We can use or share information about you:

- For workers' compensation claims
- For law enforcement purposes, or with a law enforcement official
- With health oversight agencies for legal activities
- To comply with requests from the military or other authorized federal officials

**With your permission:** Some uses and disclosures of information require your written authorization, including certain instances if you want us to share your information with anyone. You may cancel your authorization in writing at any time, but doing so won't affect use or disclosure that happened while your authorization was valid.

For example, we would need your written authorization for:

- Most uses and disclosures of psychotherapy notes
- Uses and disclosures of your health plan information for marketing
- Sale of your health plan information
- Other uses and disclosures not described in this notice

We will let you know if any of these circumstances arise.

## **Your Individual Rights**

**To access your records:** You have the right to view and get copies of your information that we maintain, with some exceptions. You must make a written request, using a form available from the Privacy Office, to get access to your information.

If you ask for copies of your information, we may charge you a reasonable, cost-based fee for staff time, and postage if you want us to mail the copies to you. If you ask for this information in another format, this charge will reflect the cost of giving you the information in that format. If you prefer, you may request a summary or explanation of your information, which may also result in a fee. For details about fees we may charge, please contact the Privacy Office.

**To see who we've disclosed your information to:** You have the right to receive a list of most disclosures we (or a business associate on our behalf) made of your information, other than for the purpose of treatment, payment or health care operations, within the past six years. This list will include the date of the disclosure, what information was disclosed, the name of the person or entity it was disclosed to, the reason for the disclosure and some other information.

If you ask for this list of disclosures more than once in a 12-month period, we may charge you based on the cost of responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of these charges.

**To ask for restrictions:** You have the right to ask for restrictions on how we use or disclose your health plan information. We're not required to agree to these requests except in limited circumstances. If we agree to a restriction, you and we will agree to the restriction in writing. Please contact the Privacy Office for more information.

**To get notified of a breach:** The law requires us to notify you after the unauthorized acquisition, access, use, or disclosure of your unsecured information that compromises the security or privacy of the information. This notice must include various data points, such as:

- The date of the breach
- The type of data disclosed
- Who accessed, used or disclosed the information without permission
- Who received your information, if known
- What we did or will do to prevent future breaches

**To ask for confidential communications:** You have the right to ask us in writing to send your information to you at a different address or by a different method if you believe that sending information to you in the normal manner will

put you in danger. We have to grant your request if it's reasonable. We will also need information from you, including how and where to communicate with you. Your request must not interfere with payment of your premiums.

If there's an immediate threat, you may make your request by calling the Member Service number on the back of your Member ID card or the Privacy Office. Please follow up your call with a written request as soon as possible.

**To ask for changes to your personal information:** You have the right to request in writing that we revise your information. Your request must be in writing and explain why the information should be revised. We may deny your request, for example, if we received (but didn't create) the information you want to amend. If we deny your request, we will write to let you know why. If you disagree with our denial, you may send us a written statement that we will include with your information.

If we grant your request, we will make reasonable efforts to notify people you name about this change. Any future disclosures of that information will be revised.

**To request another copy of this notice:** You can ask for a paper copy of this notice at any time, even if you got this notice by email or from our website. Please contact the Privacy Office at the address above.

**To choose a personal representative:** You may choose someone to exercise your rights on your behalf, such as a power of attorney. You may also have a legal guardian exercise your rights. We will work with you if you'd like to make this effective.



**BlueCross BlueShield  
of Tennessee\***

1 Cameron Hill Circle  
Chattanooga, Tennessee  
37402

**[www.bcbst.com](http://www.bcbst.com)**

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**BENEFIT QUESTIONS?**  
Call the Customer Service  
Number on the membership I.D. Card

**SELF-FUNDED EOC (1/09)**

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