



Harvard Pilgrim  
Health Care



Commonwealth of Massachusetts  
Group Insurance Commission

# Benefit Handbook

## THE HARVARD PILGRIM PRIMARY CHOICE<sup>SM</sup> PLAN FOR GROUP INSURANCE COMMISSION MEMBERS *MASSACHUSETTS*

This benefit plan is provided to you by the Group Insurance Commission (GIC) on a self-insured basis. Harvard Pilgrim Health Care has arranged for the availability of a network of health care Providers and will be performing various benefit and claim administration and case management services on behalf of the GIC. Although some materials may refer to you as a Member of one of Harvard Pilgrim Health Care's products, the GIC is the insurer of your coverage.



# INTRODUCTION

Welcome to The Harvard Pilgrim Primary Choice<sup>SM</sup> Plan for Group Insurance Commission Members (the Plan). Thank you for choosing us to help meet your health care needs.

The health care services under this Plan are administered by Harvard Pilgrim Health Care (HPHC) through its Primary Choice Provider Network. The Harvard Pilgrim Primary Choice Plan is a self-insured health benefits plan for the Group Insurance Commission (GIC). The GIC is your Plan Sponsor and is financially responsible for this Plan's health care benefits. HPHC provides benefits and claims administration and case management services on behalf of the GIC as outlined in this *Benefit Handbook*, the *Schedule of Benefits* and the *Prescription Drug Brochure*.

When we use the words "we," "us," and "our" in this Handbook, we are referring to Harvard Pilgrim Health Care. When we use the words "you" or "your" we are referring to Members as defined in the Glossary.

You must choose a Primary Care Provider (PCP) for yourself and each of your family Members when you enroll in the Plan. When you enroll, the Plan provides the covered health care services described in this Handbook, the Schedule of Benefits and the Prescription Drug Brochure. These services must be provided or arranged by your PCP, except as described in section *I.D.1. Your PCP Manages Your Health Care*.

As a Member, you can take advantage of a wide range of helpful online tools and resources. For instance, **HPHConnect** offers you a secure place to help manage your health care. You are able to check your Schedule of Benefits and Benefit Handbook, review prescription drug and medical claim histories, change PCPs, compare hospitals and much more! For details on how to register for an **HPHConnect** account, log on to **[www.harvardpilgrim.org](http://www.harvardpilgrim.org)**.

You may also call the Member Services Department at **1-888-333-4742** if you have any questions. Member Services staff are available to help you with questions about the following:

- Selecting a PCP
- Your Benefit Handbook
- Your benefits
- Your enrollment
- Your claims
- Pharmacy management procedures
- Provider Information
- Requesting a Primary Choice Provider Directory
- Requesting a Member kit
- Requesting ID cards
- Registering a complaint

We can usually accommodate questions from non-English speaking Members, as we offer language interpretation services in more than 180 languages.

Deaf and hard-of-hearing Members who use a Teletypewriter (TTY) may communicate with the Member Services Department. For TTY service, please call **711**.

As we value your input, we would appreciate hearing from you with any comments or suggestions that will help us further improve the quality of service we bring you.

**Harvard Pilgrim Health Care, Inc.**  
**Member Services Department**  
**1600 Crown Colony Drive**  
**Quincy, MA 02169**  
**Phone: 1-888-333-4742**  
**[www.harvardpilgrim.org](http://www.harvardpilgrim.org)**

**Clinical Review Criteria.** HPHC uses clinical review criteria to evaluate whether certain services or procedures are Medically Necessary for a Member's care. Members or their practitioners may obtain a copy of our clinical review criteria applicable to a service or procedure for which coverage is requested. Clinical review criteria may be obtained by calling **1-888-888-4742** ext. **38723**.

**Exclusions or Limitations for Preexisting Conditions.** The Plan does not impose any restrictions, limitations or exclusions related to preexisting conditions on your Covered Benefits.

[Spanish]

Los miembros que no dominan el inglés pueden llamar al Departamento de servicios para miembros de Harvard Pilgrim Health Care al 1-888-333-4742, donde se responderá a sus preguntas. El Plan ofrece un servicio de interpretación gratuito en más de 120 idiomas.

[Russian]

Те, кто не владеет английским языком, могут также получить ответы на свои вопросы, позвонив по телефону 1-888-333-4742 в отдел обслуживания медицинского центра Harvard Pilgrim. Данный план предоставляет бесплатные услуги по обеспечению устного перевода более, чем на 120 иностранных языков.

[Arabic]

كما يستطيع الأعضاء الغير الناطقين باللغة الإنجليزية أن يتصلوا بقسم خدمات الأعضاء بهيئة الرعاية الصحية (Harvard Pilgrim) هارفارد بيلجرم ، وذلك للحصول على 1-888-333-4742 على الرقم إجابات لاستفساراتهم. ويقدم البرنامج خدمات ترجمة مجانية بأكثر من 120 لغة.

[Portuguese]

Os membros que não falam inglês também podem telefonar para o Departamento dos Serviços de Saúde Harvard Pilgrim para membros através do número 1 888 333 4742, de forma a obterem os esclarecimentos pretendidos. Este plano oferece serviços de interpretação gratuitos em mais de 120 idiomas.

[French]

Harvard Pilgrim Health Care propose des services d'interprétation gratuits dans plus de 120 langues pour répondre aux questions des membres qui ne parlent pas anglais. Pour utiliser ce service, appelez la section des services aux membres au 1-888-333-4742.

[Greek]

Τα Μέλη που δε μιλούν Αγγλικά μπορούν επίσης να τηλεφωνήσουν στο Τμήμα Εξυπηρέτησης Μελών του Harvard Pilgrim Health Care στον αριθμό 1-888-333-4742 για τυχόν ερωτήσεις. Το Πρόγραμμα παρέχει δωρεάν ξενόγλωσσες υπηρεσίες διερμηνείας για περισσότερες από 120 γλώσσες.

[Haitian Creole]

Manm yo ki pa pale Angle ka rele Depatman Sèvis Manm Harvard Pilgrim Health Care tou nan 1-888-333-4742 pou jwenn repons a keksyon yo. Plan an ofri sèvis entèpretasyon gratis nan plis ke 120 lang.

[Italian]

I Partecipanti che non parlano inglese possono anche rivolgere le proprie domande al Reparto Servizi Partecipanti dell'Harvard Pilgrim Health Care, chiamando il numero 1-888-333-4742. Il Piano offre servizi di interpretariato gratuiti in oltre 120 lingue.

[Traditional Chinese]

不說英語的會員亦可致電 1-888-333-4742，請 Harvard Pilgrim 醫療保健的會員服務部門回答所提出的問題。該計劃免費提供120多種語言的翻譯服務。

[Lao]

ຂະນາສິກ ອັງ ຂລາຍ ທີ່ ບໍ່ ທາກ ມາສາ ອັງກິດ ບໍ່ ຜົນກໍ່ ສາມາດ ຕິດ ຕໍ່ ກັບ ພະນັກ ບໍລິການ ສູນ ຄຳ ຂອງ ໂຄງ ການ ຮັກສາ ສຸຂະພາບ Harvard Pilgrim ໄດ້ ໂດຍ ໂທ ໂປ ຫາ 1-888-333-4742 ຄື້ ອີ້ ຄາຍ ຄຳ ຕອບ ຂອງ ຄຳ ຖາມ ຕ່າງໆ ຂອງ ຕົນ. ໂຄງ ການ ນີ້ ຈຶ່ງ ສະ ພັ ບໍລິການ ຜ່ ມາສາ ໃນ ຂລາຍ ກວ່າ 120 ມາສາ ໂດຍ ຈຶ່ງ ອຳ ບໍລິການ ໂຄງ ອັງ ສິ້ມ.

[Cambodian]

សមាជិកដែលមិនចេះនិយាយភាសាអង់គ្លេស ក៏អាចទូរស័ព្ទទៅភារិយាល័យផ្នែកសេវាមជ្ឈមណ្ឌលសមាជិកនៃ ផែនការសុខភាព Harvard Pilgrim Health Care លេខ 1-888-333-4742 ដើម្បីឲ្យគេភ្លើយសំនួរចំពោះជំនួញ។ ផែនការសុខភាពនេះមានផ្តល់ជូនសេវាបកប្រែភាសាដោយ ឥតគិតថ្លៃ រហូតដល់ 120 ភាសា ។

Non-English speaking Members may also call Harvard Pilgrim Health Care’s Member Services Department at 1-888-333-4742 to have their questions answered. The Plan offers free language interpretation services in more than 120 languages.



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# I. How the Plan Works

This section describes how to use your Benefit Handbook and how your coverage works under the The Harvard Pilgrim Primary Choice Plan (the Plan).

## A. HOW TO USE THIS BENEFIT HANDBOOK

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### 1. Why This Benefit Handbook is Important

This Benefit Handbook, the Schedule of Benefits, and the Prescription Drug Brochure make up the agreement stating the terms of the Plan.

The Benefit Handbook describes how your membership works. It explains what you must do to obtain coverage for services and what you can expect under the Plan. It is also your guide to the most important things you need to know, including:

- Covered Benefits
- Exclusions
- The requirement that you go to your Primary Care Provider (PCP) for most services
- The requirement that you receive care from a Primary Choice Provider and (when applicable) at a Primary Choice facility

You can view your Benefit Handbook, Schedule of Benefits, Prescription Drug Brochure (if your Plan includes our outpatient pharmacy coverage) and any applicable riders online by using **HPHConnect** at [www.harvardpilgrim.org](http://www.harvardpilgrim.org).

### 2. Words With Special Meaning

Some words in this Benefit Handbook have a special meaning. These words are capitalized and are defined in the *Glossary*.

### 3. How To Find What You Need To Know

This Handbook's Table of Contents will help you find the information you need. The following is a description of some of the important sections of the Handbook.

We put the most important information first. For example, this section explains important requirements for coverage. By understanding Plan rules, you can avoid denials of coverage.

Benefit details are described in section *III. Covered Benefits* and also in your Schedule of Benefits. You must review section *III. Covered Benefits* and your Schedule of Benefits for a complete understanding of your benefits.

For details on your prescription drug benefit, please refer to the Prescription Drug Brochure.

## B. HOW TO USE YOUR PRIMARY CHOICE PROVIDER DIRECTORY

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The Primary Choice Provider Directory identifies the Primary Choice Providers including PCPs, specialists, hospitals and other providers you must use for most services.

You may view the Primary Choice Provider Directory online at our web site, [www.harvardpilgrim.org](http://www.harvardpilgrim.org). You can also get a copy of the Primary Choice Provider Directory, free of charge, by calling the Member Services Department at **1-888-333-4742**.

The online Primary Choice Provider Directory enables you to search for Providers by name, gender, specialty, hospital affiliations, languages spoken and office locations. You can also obtain information about whether a provider is accepting new patients. Since it is frequently updated, the information in the online directory will be more current than the paper directory.

The online Primary Choice Provider Directory provides links to several physician profiling sites including one maintained by the Commonwealth of Massachusetts Board of Registration in Medicine at [www.massmedboard.org](http://www.massmedboard.org).

**Please Note:** Primary Choice Providers participate through contractual arrangements that can be terminated either by a provider or by HPHC. In addition, a provider may leave the Network because of retirement, relocation or other reasons. This means that we cannot guarantee that the physician you choose will continue to participate in the Network for the duration of your membership. Under certain circumstances, you may be eligible for transition services if your provider leaves the Network (please see section *I.F. SERVICES PROVIDED BY A DISENROLLED OR NON\_PLAN PROVIDER* for details).

## C. MEMBER OBLIGATIONS

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### 1. Choose a Primary Care Provider (PCP)

When you enroll in the Plan, you must choose a Primary Choice Primary Care Provider (PCP) for yourself and each covered person in your family. You may choose a different PCP for each family Member.

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If you do not choose a PCP when you first enroll, or if the PCP you select is not available, we will assign a PCP to you.

A PCP may be a physician, a physician assistant or a nurse practitioner specializing in one or more of the following specialties: internal medicine, adult medicine, adolescent medicine, geriatric medicine, pediatrics or family practice. PCPs are listed in the Primary Choice Provider Directory. You can access our website at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or call the Member Services Department to confirm that the PCP you select is available.

If you have not seen your PCP before, we suggest you call your PCP for an appointment. **Please do not wait until you are sick.** Your PCP can take better care of you when he or she is familiar with your health history.

You may change your PCP at any time. Just choose a new PCP from the Primary Choice Provider Directory. You can change your PCP online by using **HPHConnect** at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling the Member Services Department. The change is effective immediately.

### 2. Obtain Referrals to Specialists

In order to be eligible for coverage by the Plan, most care must be provided or arranged by your PCP.

If you need to see a specialist, you must contact your PCP for a Referral prior to the appointment. For exceptions, see *I.D.10. Services That Do Not Require a Referral*. In most cases, a Referral will be given to a Primary Choice Provider who is affiliated with the same hospital as your PCP or who has a working relationship with your PCP. Referrals to Primary Choice Providers must be given in writing.

### 3. Show Your Identification Card

You should show your identification (ID) card every time you request health services. If you do not show your ID card, the Provider may not bill us for Covered Benefits, and you may be responsible for the cost of the service. You can order a new ID card online by using **HPHConnect** at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling the Member Services Department.

### 4. Share Costs

You are required to share the cost of Covered Benefits provided under the Plan. Your Member Cost Sharing may include one or more of the following:

- Copayments
- Coinsurance

- Deductibles

Your Plan has an Out-of-Pocket Maximum that limits the amount of Member Cost Sharing you are required to pay. Your Member Cost Sharing responsibilities are listed in your Schedule of Benefits. See the *Glossary* for more information on Copayments, Coinsurance, Deductibles and the Out-of-Pocket Maximum.

### 5. Be Aware that your Plan Does Not Pay for All Health Services

There may be health products or services you need that are not covered by the Plan. Please review section *IV. Exclusions* for more information. In addition, some services that are covered by the Plan are limited. Such limitations are needed to maintain reasonable premium rates for all Members. Please see your Schedule of Benefits for any specific limits that apply to your Plan.

## D. HOW TO OBTAIN CARE

### IMPORTANT POINTS TO REMEMBER

- 1) You and each Member of your family must select a PCP.
- 2) In order to receive Covered Benefits, you must use Primary Choice Providers, except as noted below.
- 3) If you need care from a specialist, you must contact your PCP for a Referral. For exceptions, see *I.D.10. Services That Do Not Require a Referral*.
- 4) In the event of a Medical Emergency, you should go to the nearest emergency facility or call 911 or other local emergency number. You do not need a Referral for Medical Emergency services.

You receive coverage when care is Medically Necessary and provided by a Primary Choice Provider and (when applicable) at a Primary Choice facility. Additionally, care received in a Medical Emergency is always covered. Primary Choice Providers are under contract to provide care to Plan Members, and they have agreed to accept HPHC payment plus any applicable Member Cost as payment in full. There are certain specialized services that must be received at designated Participating Providers, called "Centers of Excellence" to receive coverage. Please see section *I.D.7. Centers of Excellence* for further information.

Your health insurance coverage is described further below. Please see your Schedule of Benefits to see

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when Copayments, Coinsurance and Deductibles apply to your coverage.

### 1. Your PCP Manages Your Health Care

When you need care, call your PCP. In order to be eligible for coverage by the Plan, most services must be provided or arranged by your PCP. The only exceptions are;

- Care in a Medical Emergency.
- Care when you are temporarily traveling outside the Service Area as described below. The Service Area is the state in which you live.
- Care received by a Student Dependent attending school outside the Enrollment Area is covered for certain services while at school. Please see section V. *STUDENT DEPENDENT COVERAGE* for information on these benefits.
- Mental health care. For mental health care (including the treatment of substance abuse disorders) you should call the Behavioral Health Access Center at **1-888-777-4742**. The telephone number for the Behavioral Health Access Center is also listed on your ID card. Please see section III. *Covered Benefits, Mental Health Care (Including the Treatment of Substance Abuse Disorders)* for information on this benefit.
- Special services that do not require a Referral that are listed in section I.D.10. *Services That Do Not Require a Referral*

Either your PCP or a covering Primary Choice Provider is available to direct your care 24-hours a day. Talk to your PCP and find out what arrangements are available for care after normal business hours. Some PCPs may have covering physicians after hours and others may have extended office/clinic hours.

You may change your PCP at any time. Just choose a new PCP from the Primary Choice Provider Directory. You can change your PCP online by using **HPHConnect** at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling the Member Services Department. The change is effective immediately. If you select a new PCP, all Referrals from your prior PCP become invalid. Your new PCP will need to assess your condition and provide new Referrals.

### 2. Referrals for Hospital and Specialty Care

When you need hospital or specialty care, you must call your PCP to obtain a Referral to a Primary Choice Hospital or specialist (with a limited number of exceptions; see sections I.D.1. *Your PCP Manages Your Health Care* and I.D.10. *Services That Do Not Require a Referral*). You must go to a Primary Choice hospital to

which you have been referred for coverage, unless it is Medically Necessary for you to get care at a different hospital.

When you need specialty care, your PCP will refer you to Primary Choice Providers who are affiliated with the hospital your PCP uses. This helps your PCP coordinate and maintain the quality of your care. Please ask your PCP about the Referral networks that he or she uses, and be sure to confirm that you are referred only to Primary Choice specialists and hospitals (unless one of the exceptions, referenced above, applies).

To find out if a specialist is in the Primary Choice Network, you may look in your Primary Choice Provider Directory, view the directory on-line at [www.harvardpilgrim.org](http://www.harvardpilgrim.org), or call the Member Services Department at **1-888-333-4742**.

If the services you need are not available through your PCP's Referral network, your PCP may refer you to any Primary Choice Provider. (The Primary Choice Provider Directory, described above, lists all Primary Choice Providers.) If you or your PCP has difficulty finding a Primary Choice Provider who can provide the services you need, we will assist you. For help finding a medical provider, please call **1-888-333-4742**. For help finding a mental health or substance abuse provider, please call **1-888-777-4742**. If no Primary Choice Provider has the expertise needed to meet your medical needs, we will assist you in finding an appropriate Provider.

Primary Choice Providers with recognized expertise in specialty pediatrics are covered with a Referral from your PCP. Pediatric mental health services may be obtained by calling the Behavioral Health Access Center at **1-888-777-4742**.

Your PCP may authorize a standing Referral with a specialty care provider when:

1. The PCP determines that such Referral is appropriate;
2. The specialty care provider agrees to a treatment plan for the Member and provides the PCP with all necessary clinical and administrative information on a regular basis, and
3. The services provided are Covered Benefits as described in this Handbook and your Schedule of Benefits.

There are certain specialized services for which you will be directed to a Center of Excellence for care. Please see Section I.D.7. *Centers of Excellence* for more information.

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Certain specialty services may be obtained without involving your PCP. For more information please see section *I.D.10. Services That Do Not Require a Referral*.

### 3. Using Primary Choice Providers

Covered Benefits must be received from a Primary Choice Provider to be eligible for coverage. However, there are specific exceptions to this requirement. Covered Benefits from a provider who is not a Primary Choice Provider will be covered if one of the following exceptions applies:

- 1) The service was received in a Medical Emergency. (Please see Section *I.D.8. Medical Emergency Services* for information on your coverage in a Medical Emergency.)
- 2) The service was received while you were outside of the Service Area and coverage is available under (1) the benefit for temporary travel or (2) the benefit for student Dependents attending school outside the Enrollment Area. Please see section *I.D.9. Coverage for Services When You Are Temporarily Outside the Service Area* and section *V. STUDENT DEPENDENT COVERAGE* for information on these benefits.
- 3) Your physician is disenrolled as a Primary Choice Provider or you are a new Member of the Plan, and one of the exceptions stated in section *I.F.1. Disenrollment of Primary Care Provider (PCP)* applies. Please refer to that section for the details of these exceptions.
- 4) No Primary Choice Provider has the professional expertise needed to provide the required service. In this case, services by a Non-Plan Provider must be authorized in advance by us, unless one of the exceptions above applies.

**Please Note:** If you receive Covered Benefits at a location that is a Primary Choice Provider but some or all of such Covered Benefits are provided by a Non-Plan Provider, you will be responsible for the Member Cost Sharing associated with Covered Benefits provided by Primary Choice Providers, unless you had a reasonable opportunity to choose to obtain such Covered Benefits from a Primary Choice Provider.

To find out if a provider is in the Primary Choice Network, see the Primary Choice Provider Directory. The Primary Choice Provider Directory is available online at [www.harvardpilgrim.org](http://www.harvardpilgrim.org), or by calling the Member Services Department at **1-888-333-4742**.

### 4. Tiered Provider Specialists

HPHC has worked with the analytical tools and statistical expertise of industry leaders to “profile” HPHC’s Massachusetts Primary Choice Providers in thirteen high-volume specialties. The goal of this work was to compare the relative quality and cost-efficiency of physicians who are in the same specialty in treating similar patients. Based on these comparisons, specialists were grouped into three levels, known as Tier 1 Providers, Tier 2 Providers and Tier 3 Providers. Quality of care was evaluated based on clinical guidelines for recommended care. Cost efficiency was evaluated by comparing how many resources each specialist used to treat HPHC patients with similar conditions (on a cost-neutral basis). Specialists whose scores were rated “excellent” were placed in Tier 1. Specialists whose scores were rated “good” were placed in Tier 2. Specialists with insufficient cost and/or quality information to measure were also assigned Tier 2 Copayments. Specialists whose scores were rated “standard” were placed in Tier 3.

The thirteen specialties that have been evaluated and tiered into three levels are:

- Allergy/Immunology, including Pediatric Allergy, and Pediatric Immunology
- Cardiovascular Disease, including Cardiology (non-interventional), Clinical Cardiac Electrophysiology, and Pediatric Cardiology
- Dermatology, including Pediatric Dermatology
- Endocrinology
- Gastroenterology, including Pediatric Gastroenterology
- General Surgery, including Abdominal Surgery, Pediatric Surgery, Peripheral Vascular Surgery, Proctology Surgery, Colon and Rectal Surgery and Vascular Surgery
- Neurology, including Clinical Neurophysiology
- Obstetrics/Gynecology
- Ophthalmology, including Pediatric Ophthalmology
- Orthopedics, including Orthopedic Surgery, Hand Surgery and Pediatric Orthopedics
- Otolaryngology
- Pulmonology
- Rheumatology

Please refer to the Primary Choice Provider Directory or view the directory online at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) to determine what tier

your specialty provider is in. Please refer to section 1. *Copayments* for more information on Tier 1 Specialist Copayments, Tier 2 Specialist Copayments and Tier 3 Specialist Copayments.

### **5. Non-Tiered Primary Choice Providers**

Non-Tiered Providers are Primary Choice Providers who have not been rated for quality and/or cost-efficiency or assigned to a tier. These include:

- All Primary Choice Providers (Massachusetts and other states) in: internal, adolescent and geriatric medicine; family and general practice; pediatrics; behavioral health; early intervention; physical, speech and occupational therapy; chiropractic; audiology; optometry; and midwives, nurse practitioners, and physician assistants. These providers have been assigned the PCP Copayment and are marked in the Primary Choice Provider Directory with NT\*.
- The following Primary Choice Providers have been assigned a Tier 2 Specialist Copayment and are marked in the Primary Choice Provider Directory with NT/ID: Massachusetts Primary Choice Providers in the 13 tiered specialties for whom there was insufficient data to measure their performance; non-Massachusetts Primary Choice Providers in the 13 tiered specialties; and all other Primary Choice specialists (Massachusetts and other states) outside of the 13 tiered specialties.
- Providers who work from offices that are operated by a hospital. When services are rendered and billed from such an office, a Tier 2 Specialist Copayment will be applied. However, please contact Member Services if you received care from a physician who specializes in internal, adolescent or geriatric medicine; family and general practice; pediatrics; or a midwife or nurse practitioner or physician assistant in such an office to determine if you are subject to the PCP Copayment.

#### **Important Note: Tiered and non-tiered**

**Providers:** Some Primary Choice Providers in tiered specialties such as cardiology, gastroenterology and obstetrics/gynecology may also be Providers in internal medicine, pediatrics or other specialties that are not tiered. For these Providers, the Copayment for the tiered specialty applies when these Providers bill us for their services as specialists. When these Providers bill us for their services as Primary Care Providers, the PCP Copayment will apply.

Primary Choice Provider tier assignments will remain the same for the duration of your plan year, which begins on July 1 and ends the following June 30.

### **6. Hospital Tiering**

We evaluated participating hospitals in Massachusetts, New Hampshire and Rhode Island on quality and cost. Based on these comparisons, hospitals were grouped into two levels, known as Tier 1 hospitals and Tier 2 hospitals. Tier 1 Copayments are the lowest and Tier 2 Copayments are the highest. When we tiered hospitals, we looked at quality data from the Centers for Medicare and Medicaid Services and The Leapfrog Group (a group that assesses and reports on hospital quality and safety; [www.leapfroggroup.org](http://www.leapfroggroup.org)), and at the average case-mix adjusted cost of an inpatient admission at each hospital.

- Hospitals that met the quality threshold and had lower costs were placed in Tier 1.
- Higher cost hospitals, regardless of whether they met the quality threshold, were excluded from the Primary Choice Network. Providers affiliated with these hospitals were excluded from the Primary Choice Network as well.\*
- All other hospitals, including participating hospitals in Maine and Vermont, hospitals that had insufficient quality data for us to measure, certain specialty hospitals, and hospitals that do not participate in the HPHC Network were placed in Tier 2.

**Please Note:** Due to separate contract arrangements, some acute care hospitals that are excluded from the Primary Choice Network may be participating behavioral health facilities. If you need mental health care or substance abuse services, you should call the Behavioral Health Access Center at **1-888-777-4742**.

**Please refer to the Primary Choice Provider Directory or view the directory online at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) and locate the “Hospitals” section to determine each hospital’s tier assignment.**

#### **IMPORTANT NOTICES:**

1. Some Primary Choice Providers may be affiliated with a hospital (or hospitals) that do not participate in the Primary Choice Network.  
**If a Primary Choice Provider refers you to a hospital that is not in the Primary Choice Network, coverage will not be provided under your Primary Choice Plan.**
2. A Primary Choice Provider may only be affiliated with a hospital that does not participate in the Primary Choice Network. If that is the case and the provider refers you to a hospital that is not in the Primary Choice Network, coverage will not

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be provided under your Primary Choice Plan. It is important to select a doctor that is affiliated with a Primary Choice participating hospital if you need hospital care.

3. Some Providers have multiple offices and may be In-Network at one location and Out-of-Network at another. **You must check with HPHC to make sure your services are covered under your Primary Choice Plan for that specific Provider at that specific location.**

**In summary, it is important to be aware that providers are affiliated with many health insurers that offer different plan options with a variety of networks. In order to be certain that your provider participates in the Harvard Pilgrim Primary Choice Plan, you must check with Harvard Pilgrim itself, either on-line or by calling Member Services as noted, to confirm whether a particular provider is included in the Primary Choice Network.**

### 7. Centers of Excellence

Certain specialized services are only covered when received from designated Primary Choice Providers with special training, experience, facilities or protocols for the service. We refer to these Providers as “Centers of Excellence.” Centers of Excellence are selected by us based on the findings of recognized specialty organizations or government agencies such as Medicare.

In order to receive coverage for the following service you must obtain care at a Primary Choice Provider that has been designated as a Center of Excellence:

- Weight loss surgery (bariatric surgery)

**Important Notice:** No coverage is provided for the service listed above unless it is received from a Primary Choice Provider that has been designated as a Center of Excellence. To verify a Provider’s status, see the Primary Choice Provider Directory. The Provider Directory is available online at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling our Member Services Department at **1-888-333-4742**.

We may revise the list of services that must be received from a Center of Excellence upon 30 days’ notice to Members. Services or procedures may be added to the list when we identify services in which significant improvements in the quality of care may be obtained through the use of selected Providers. Services or procedures may be removed from the list if we determine that significant advantages in quality of care will no longer be obtained through the use of a specialized panel of Providers.

### 8. Medical Emergency Services

In a Medical Emergency, including an emergency related to a substance abuse disorder or mental health condition, you should go to the nearest emergency facility or call **911** or other local emergency number. A Referral from your PCP is not needed. Your emergency room Member Cost Sharing is listed in your Schedule of Benefits.

Please remember that if you are hospitalized, you must call HPHC at **1-888-333-4742** within 48 hours or as soon as you can. This telephone number can also be found on your ID card. If notice of hospitalization is given to the Plan by an attending emergency physician, no further notice is required. Your PCP will help to arrange for any follow-up care you may need.

### 9. Coverage for Services When You Are Temporarily Outside the Service Area

If you are temporarily traveling outside the Service Area, the Plan covers urgently needed Covered Benefits for sickness or injury. You do not have to call your PCP before getting care. However, the following services are not covered:

- Care you could have foreseen the need for before leaving the Service Area;
- Routine examinations and preventive care, including immunizations;
- Childbirth and problems with pregnancy after the 37th week of pregnancy, or after being told that you were at risk for early delivery; and
- Follow-up care that can wait until your return to the Service Area.

The “Service Area” is the state in which you live.

If you are hospitalized, you must call HPHC at **1-888-333-4742** within 48 hours, or as soon as you can. This telephone number can also be found on your ID card. If notice of hospitalization is given to HPHC or your PCP by an attending emergency physician, no further notice is required. Your PCP will help to arrange for any follow-up care you may need.

You must file a claim whenever you obtain services from a Non-Plan Provider. For more information, please see section VI. *Reimbursement and Claims Procedures*. Member Cost Sharing amounts will be applied as listed in your Schedule of Benefits.

Please note that HPHC must have your current address on file in order to correctly process claims for care outside the Service Area. To change your address, please contact your GIC coordinator if you

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are an employee or write the GIC if you are a retiree at the following address.

**Group Insurance Commission**  
**P. O. Box 8747**  
**Boston, MA 02114-0998**

### 10. Services That Do Not Require a Referral

While in most cases you will need a Referral from your PCP to get covered care from any other Primary Choice Provider, you do not need a Referral for the services listed below. However, you must get these services from a Primary Choice Provider. Primary Choice Providers are listed in the Primary Choice Provider Directory. We urge you to keep your PCP informed about such care so that your medical records are current and up-to-date and your PCP is aware of your entire medical situation.

#### i. Family Planning Services:

- Contraceptive monitoring
- Family planning consultation, including pregnancy testing
- Tubal ligation
- Voluntary termination of pregnancy

#### ii. Outpatient Maternity Services

The following services do not require a Referral when provided by a Primary Choice obstetrician, gynecologist, certified nurse midwife or family practitioner:

- Routine outpatient prenatal and postpartum care
- Consultation for expectant parents to select a PCP for the child

#### iii. Gynecological Services

The following services do not require a Referral when provided by a Primary Choice Plan obstetrician, gynecologist, certified nurse midwife or family practitioner:

- Annual gynecological exam, including routine pelvic and clinical breast exam
- Cervical cryosurgery
- Colposcopy with biopsy
- Excision of labial lesions
- Medically Necessary evaluations for acute or emergency gynecological conditions
- Follow-up care provided by a Primary Choice obstetrician or gynecologist for obstetrical or gynecological conditions identified during maternity care, an annual gynecological visit or an

evaluation for acute or emergency gynecological conditions

- Laser cone vaporization of the cervix
- Loop electrosurgical excisions of the cervix (LEEP)
- Treatment of amenorrhea
- Treatment of condyloma

#### iv. Other Services:

- Chiropractic care
- Routine eye examination
- Urgent Care services

## E. MEMBER COST SHARING

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You are required to share the cost of Covered Benefits provided under your Plan. Your Member Cost Sharing for medical coverage and mental health and substance abuse services is described below.

**Please Note:** There are certain specialized services that must be received at designated Primary Choice Hospitals, called “Centers of Excellence” to receive coverage. Please see section *I.D.7. Centers of Excellence* for further information.

### 1. Copayments

A Copayment is a fixed dollar amount that you must pay for certain Covered Benefits. Copayments are due at the time of service or when billed by the provider. The Copayment amounts that apply to your Plan are stated in your Schedule of Benefits.

Your Plan has three levels of Specialist Copayments that apply to office visits (Tier 1, Tier 2, and Tier 3). Your office visit Copayment will vary depending upon which Primary Choice Provider you see.

#### i. Tier 1 Specialist Office Visit Copayments

The Tier 1 Specialist Copayment applies to outpatient Covered Benefits received from a Primary Choice Provider who has received an “Excellent” rating. The physician rating of “Excellent” is based on quality and/or cost-efficiency rankings. The Tier 1 Specialist Copayment applies to select Primary Choice Providers listed in section *I.D.4. Tiered Provider Specialists*.

**Certain Non-tiered Primary Choice Providers**, as described in section *I.D.5. Non-Tiered Primary Choice Providers*, that are not rated based on cost and quality standards, are also subject to a Tier 1 Copayment per

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visit. These Providers fall under the practice areas listed below:

- Internal, Adolescent and Geriatric Medicine
- Family and General Practice
- Pediatrics
- Physical, Speech and Occupational Therapy
- Chiropractic
- Audiology
- Optometry
- Midwives, Nurse Practitioners, and Physician Assistants

**Important note about tiered and non-tiered Providers:** Some Primary Choice Providers in tiered specialties such as cardiology, gastroenterology and obstetrics/gynecology may also be providers in internal medicine, pediatrics or other specialties that are not tiered. For these providers, the Copayment for the tiered specialty applies when these providers bill us for their services as specialists. When these providers bill us for their services as Primary Care Providers, the PCP Copayment will apply.

### ii. Tier 2 Specialist Office Visit Copayments

The Tier 2 Specialist Copayment applies to outpatient Covered Benefits received from a Primary Choice Provider who has received a “Good” rating. The physician rating of “Good” is based on quality and/or cost-efficiency rankings. The Tier 2 Specialist Copayment applies to select Primary Choice Providers noted in section *I.D.4. Tiered Provider Specialists*.

**Certain Non-tiered Primary Choice Providers**, as described in section *I.D.5. Non-Tiered Primary Choice Providers*, who are not rated based on cost and quality standards, are also subject to a Tier 2 Specialist Copayment per visit. These providers are listed below:

- Massachusetts physicians in the 13 tiered specialties for whom there was insufficient data to measure.
- Providers who work from offices that are operated by a hospital.  
When services are rendered and billed from such an office, a Tier 2 Specialist Copayment will be applied. However, please contact Member Services if you received care from a physician who specializes in internal, adolescent or geriatric medicine; family and general practice; pediatrics; or a midwife, nurse practitioner or a physician assistant in such an office to determine if you are subject to the PCP Copayment.

- Non-Massachusetts physicians in the 13 tiered specialties.
- All other HPHC specialists (Massachusetts and other states) outside of the 13 tiered specialties.

### iii. Tier 3 Specialist Office Visit Copayments

The Tier 3 Specialist Copayment applies to outpatient Covered Benefits received from a Primary Choice Provider who has received a “Standard” rating. The physician rating of “Standard” is based on quality and/or cost-efficiency standings. The Tier 3 Specialist Copayment applies to select Primary Choice Providers noted in section *I.D.4. Tiered Provider Specialists*.

### iv. Inpatient Hospital Copayment

There is a maximum of one Inpatient Hospital Copayment per Member during each Quarter in a Plan Year, waived if you are readmitted within 30 days in the same Plan Year. The Inpatient Hospital Copayment amounts that apply to your Plan are listed in your Schedule of Benefits.

Please see section *I.D.6. Hospital Tiering* for additional information.

### v. Surgical Day Care Copayment

The Surgical Day Care Copayment amount that applies to your Plan is listed in your Schedule of Benefits. There is a maximum of one Copayment per visit up to a maximum of four Copayments per Member per Plan Year.

### vi. Emergency Room Copayment

The Emergency Room Copayment amount that applies to your Plan is listed in your Schedule of Benefits. The Copayment is waived if you are admitted directly to the hospital from the emergency room, in which case you are responsible for the Inpatient Hospital Copayment. Please see Inpatient Hospital Copayment above, for more information.

### vii. Advanced Radiology Copayment

The advanced radiology Copayment amount that applies to your Plan is listed in your Schedule of Benefits. These services include, CT Scans, MRAs, MRIs, PET Scans and nuclear medicine services. There is a maximum of one Copayment per Member per day.

## 2. Deductible

A Deductible is a specific dollar amount that is payable by the Member for Covered Benefits each Plan Year before certain Covered Benefits are available under

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this Plan. Your Deductible limits, and the services to which they apply, are listed in your Schedule of Benefits.

When you use a Primary Choice Provider, you must first satisfy the Deductible before the Plan begins paying Covered Benefits for many services. Each Member enrolled in Individual Coverage must satisfy the per-Member annual Deductible amount each Plan Year. When Members are enrolled in Family Coverage, the Family Deductible is met once any combination of Members has paid the total Family Deductible amount; no Family Member will pay more than the per-Member annual Deductible

### 3. Coinsurance

Coinsurance is a percentage of the Allowed Amount for certain Covered Benefits that must be paid by the Member. Coinsurance amounts, and the services to which they apply, are listed in the Schedule of Benefits.

### 4. Out-of-Pocket Maximum

The Out-of-Pocket Maximum is the total limit of Copayments, Coinsurance and Deductibles a Member or family pays in a year. Your Out-of-Pocket Maximum limits are listed in your Schedule of Benefits.

## F. SERVICES PROVIDED BY A DISENROLLED OR NON-PLAN PROVIDER

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### 1. Disenrollment of Primary Care Provider (PCP)

If your PCP is disenrolled as a Primary Choice Provider for reasons unrelated to fraud or quality of care, we will use our best efforts to provide you with written notice at least 30 days prior to the date of your PCP's disenrollment. That notice will also explain the process for selecting a new Primary Choice PCP. You may be eligible to continue to receive coverage for services provided by the disenrolled PCP, under the terms of this Handbook and your Schedule of Benefits, for at least 30 days after the disenrollment date. If you are undergoing an active course of treatment for an illness, injury or condition, we may authorize additional coverage through the acute phase of illness, or for up to 90 days (whichever is shorter).

### 2. Pregnancy

If you are a female Member in your second or third trimester of pregnancy and the Primary Choice Provider you are seeing in connection with your pregnancy is involuntarily disenrolled, for reasons other than fraud or quality of care, you may continue to receive coverage for services delivered by the

disenrolled provider, under the terms of this Benefit Handbook and your Schedule of Benefits, for the period up to, and including, your first postpartum visit.

### 3. Terminal Illness

A Member with a Terminal Illness whose Primary Choice Provider in connection with such illness is involuntarily disenrolled for reasons other than fraud or quality of care, may continue to receive coverage for services delivered by the disenrolled Provider, under the terms of this Benefit Handbook and the Schedule of Benefits, until the Member's death.

### 4. New Membership

If you are a new Member, the Plan will provide coverage for services delivered by a physician who is not a Primary Choice Provider, under the terms of this Benefit Handbook and your Schedule of Benefits, for up to 30 days from your effective date of coverage if:

- Your Employer only offers employees a choice of plans in which the physician is a Non-Plan Provider, and
- The physician is providing you with an ongoing course of treatment or is your PCP.

With respect to a Member in her second or third trimester of pregnancy, this provision shall apply to services rendered through the first postpartum visit. With respect to a Member with a Terminal Illness, this provision shall apply to services rendered until death.

### 5. Conditions for Coverage of Services by a Disenrolled or Non-Plan Provider

Services received from a disenrolled or Non-Plan Provider as described in the paragraphs above, are only covered when the physician agrees to:

- Accept reimbursement from the Plan at the rates applicable prior to notice of disenrollment as payment-in-full and not to impose Member Cost Sharing with respect to the Member in an amount that would exceed the Member Cost Sharing that could have been imposed if the provider had not been disenrolled;
- Adhere to the quality assurance standards of HPHC and to provide the Plan with necessary medical information related to the care provided; and
- Adhere to our policies and procedures, obtaining Prior Plan Approval and providing Covered Benefits pursuant to a treatment plan, if any, approved by us.

## **G. CLINICAL REVIEW CRITERIA**

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We use clinical review criteria to evaluate whether certain services or procedures are Medically Necessary for a Member's care. Members or their practitioners may obtain a copy of our clinical review criteria applicable to a service or procedure for which coverage is requested. Clinical review criteria may be obtained by calling **1-888-888-4742 ext. 38723**.

## **H. PROVIDER FEES FOR SPECIAL SERVICES (CONCIERGE SERVICES)**

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Certain physician practices charge extra fees for special services or amenities, in addition to the benefits covered by the Plan. Examples of such special physician services might include: telephone access to a physician 24-hours a day; waiting room amenities; assistance with transportation to medical appointments; guaranteed same-day or next-day appointments when not Medically Necessary; or providing a physician to accompany a patient to an appointment with a specialist. Such services are not covered by the Plan. The Plan does not cover fees for any service that is not listed as a Covered Benefit under this Handbook or your Schedule of Benefits.

In considering arrangements with physicians for special services, you should understand exactly what services are to be provided and whether those services are worth the fee you must pay. For example, the Plan does not require participating providers to be available by telephone 24-hours a day. However, the Plan does require PCPs to provide both an answering service that can be contacted 24-hours a day and prompt appointments when Medically Necessary.

## II. Glossary

This section lists words with special meaning within the Handbook.

**Activities of Daily Living** The basic functions of daily life, include bathing, dressing, and mobility, including, but not limited to, transferring from bed to chair and back, walking, sleeping, eating, taking medications and using the toilet.

**Acute Treatment Services** 24-hour medically supervised addiction treatment for adults or adolescents provided in a medically managed or medically monitored inpatient facility, as defined by the Massachusetts Department of Public Health. Acute Treatment Services provide evaluation and withdrawal management and may include biopsychological assessment, individual and group counseling, psychoeducational groups and discharge planning.

**Allowed Amount** The Allowed Amount is the maximum amount the Plan will pay for Covered Benefits minus any applicable Member Cost.

The Allowed Amount depends upon whether a Covered Benefit is provided by a Primary Choice Provider or a Non-Plan Provider, as follows:

1. Primary Choice Providers. If a Covered Benefit is provided by a Primary Choice Provider, the Allowed Amount is the contracted rate HPHC has agreed to pay the Primary Choice Provider. The Primary Choice Providers are not permitted to charge the Member any amount for Covered Benefits, except the applicable Member Cost Sharing amount for the service, in addition to the Allowed Amount.
2. Non-Plan Providers. Most services that are Covered Benefits under your Plan must be provided by a Primary Choice Provider to be covered by the Plan. However, there are exceptions. These include: (i) care in a Medical Emergency;

(ii) care while traveling outside of the Service Area; and (iii) care for students attending school outside of the Plan's Enrollment Area.

If services provided by a Non-Plan Provider are Covered Benefits under your Plan, the Allowed Amount for such services depends upon where the Member receives the service, as explained below.

a. If a Member receives Covered Benefits from a Non- Primary Choice Provider in the states of Massachusetts, New Hampshire, Maine, Rhode Island, Vermont, or Connecticut, the Allowed Amount is defined as follows:

The Allowed Amount is the lower of the Provider's charge or a rate determined as described below:

An amount that is consistent, in the judgment of the Plan, with the normal range of charges by health care Providers for the same, or similar, products or services provided to a Member. If the Plan has appropriate data for the area, the Plan will determine the normal range of charges in the geographic area where the product or services were provided to the Member. If the Plan does not have data to reasonably determine the normal range of charges where the products or services were provided, the Plan will utilize the normal range of charges in Boston, Massachusetts. Where services are provided by non-physicians but the data on provider charges available to the Plan is based on charges for services by physicians, the Plan will, in its discretion, make reasonable reductions in its determination of the allowable charge for such non-physician Providers.

b. If a Member receives Covered Benefits from a Non-Plan Provider outside of Massachusetts, New Hampshire, Maine, Rhode Island,

Vermont or Connecticut, the Allowed Amount is defined as follows:

The Allowed Amount is the lower of the Provider's charge or a rate determined as described below:

The Allowed Amount is determined based on 150% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographic market.

When a rate is not published by CMS for the service, we use other industry standard methodologies to determine the Allowed Amount for the service as follows:

For services other than Pharmaceutical Products, we use a methodology called a relative value scale, which is based on the difficulty, time, work, risk and resources of the service. The relative value scale currently used is created by Optuminsight, Inc. If the Optuminsight, Inc. relative value scale becomes no longer available, a comparable scale will be used.

For Pharmaceutical Products, we use industry standard methodologies that are similar to the pricing methodology used by CMS and produce fees based on published acquisition costs or average wholesale price for the pharmaceuticals. These methodologies are currently created by RJ Health Systems, Thomson Reuters (published in its Red Book), or UnitedHealthcare based on an internally developed pharmaceutical pricing resource.

When a rate is not published by CMS for the service and no industry standard methodology applies to the service, or the provider does not submit sufficient information on the claim to pay it under CMS published rates or an industry standard methodology, the Allowed Amount will be 50% of the provider's

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billed charge, except that the Allowed Amount for certain mental health services and substance use disorder services will be 80% of the billed charge.

Pricing of the Allowed Amount will be conducted by UnitedHealthcare, Inc. United Healthcare, updates the CMS published rate data on a regular basis when updated data from CMS becomes available. These updates are typically implemented within 30 to 90 days after CMS updates its data.

As stated above, the Allowed Amount is the maximum amount the Plan will pay for Covered Benefits minus any applicable Member Cost Sharing. Most Non-Plan Providers are permitted to charge amounts for Covered Benefits in excess of the Allowed Amount. In that event, the Plan is responsible for payment of the Allowed Amount, minus any applicable Member Cost Sharing. The Member is responsible for paying the applicable Member Cost Sharing amount and any additional amount charged by the Non-Plan Provider.

**Anniversary Date** The date agreed to by HPHC and the GIC upon which the yearly benefit changes normally become effective. This Benefit Handbook, Schedule of Benefits and Prescription Drug Brochure will terminate unless renewed on the Anniversary Date.

**Behavioral Health Access Center** The organization, designated by HPHC, that is responsible for arranging for the provision of services for Members in need of mental health care (including the treatment of substance abuse disorders). You may contact the Behavioral Health Access Center by calling **1-888-777-4742**. The Behavioral Health Access Center will assist you in finding an appropriate Primary Choice Provider and arranging the services you require.

**Benefit Handbook (or Handbook)** This document, which describes the terms and conditions of the Plan, including but not limited to, Covered Benefits and exclusions from coverage.

**Benefit Limit** The day, visit or dollar limit maximum that applies to certain Covered Benefits. Once the Benefit Limit has been reached, no more benefits will be paid for such services or supplies. If you exceed the Benefit Limit, you are responsible for all charges incurred. The Benefit Limits applicable to your Plan are listed in your Schedule of Benefits.

✓ FOR EXAMPLE: If your Plan offers 30 visits per Plan Year for physical therapy services, once you reach your 30 visit limit for that Plan Year, no additional benefits for that service will be covered by the Plan.

**Centers of Excellence** Certain specialized services are only covered when received from designated providers with special training, experience, facilities or protocols for the service. HPHC refers to these providers as “Centers of Excellence.” Centers of Excellence are selected based on the findings of recognized specialty organizations or government agencies such as Medicare.

**Clinical Stabilization Services** 24-hour clinically managed post detoxification treatment for adults or adolescents, as defined by the Massachusetts Department of Public Health. Clinical Stabilization Services usually follow Acute Treatment Services for substance abuse. Clinical Stabilization Services may include intensive education and counseling regarding the nature of addiction and its consequences, relapse prevention, outreach to families and significant others and after care planning, for individuals beginning to engage in recovery from addiction.

**Coinsurance** A percentage of the Allowed Amount for certain Covered Benefits that must be paid by the Member. Coinsurance amounts applicable to your Plan are stated in your Schedule of Benefits.

✓ FOR EXAMPLE: If the Coinsurance for a service is 20%, you pay 20% of the Allowed Amount while the Plan pays the remaining 80%.

**Copayment** A fixed dollar amount you must pay for certain Covered Benefits.

The Copayment is usually due at the time of the visit or when billed by the Provider. Copayment amounts applicable to your Plan are stated in your Schedule of Benefits.

✓ FOR EXAMPLE: If your Plan has a \$20 Copayment for outpatient visits, you'll pay \$20 at the time of the visit or when you are billed by the provider.

**Cosmetic Services** Cosmetic Services are surgery, procedures or treatments that are performed primarily to reshape or improve the individual's appearance..

**Covered Benefit** The products and services that a Member is eligible to receive, or obtain payment for, under the Plan.

**Custodial Care** Services provided to a person for the primary purpose of meeting non-medical personal needs (e.g., bathing, dressing, preparing meals, including special diets, taking medication, assisting with mobility).

**Deductible** A specific dollar amount that is payable by the Member for Covered Benefits received each Plan Year before any benefits subject to the Deductible are payable by the Plan. When a family Deductible applies, it is met when any combination of Members in a covered family incur expenses for services to which the Deductible applies in a Plan Year. Deductible amounts are incurred on the date of service. The Deductible amounts that apply to your Plan, are stated in the Schedule of Benefits.

✓ FOR EXAMPLE: If your Plan has a \$500 Deductible and you have a claim with the Allowed Amount of \$1,000, you will be responsible for the first \$500 to satisfy your Deductible requirement before the Plan begins to pay benefits.

**Dental Care** Any service provided by a licensed dentist involving the diagnosis or treatment of any disease, pain, injury, deformity or other condition of the human teeth, alveolar process, gums, jaw or associated structures of the mouth. However, surgery performed by an oral maxillofacial

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surgeon to correct positioning of the bones of the jaw (orthognathic surgery) is not considered Dental Care within the meaning of this definition.

**Dependent** A Member (other than the Subscriber) covered under the Subscriber's Family Coverage who meets the eligibility requirements for coverage through a Subscriber as determined by the GIC.

**Enrollment Area** A list of cities and towns where Primary Choice Providers are available to manage Members' care. Members, except for a Dependent child attending an accredited educational institution, must maintain residence in the Enrollment Area and live there at least nine months a year. HPHC may add or remove cities and towns to the Enrollment Area from time to time.

**Experimental, Unproven, or Investigational** Any products or services, including, but not limited to, drugs, devices, treatments, procedures, and diagnostic tests, will be deemed Experimental, Unproven, or Investigational by us under this Benefit Handbook, Prescription Drug Brochure and Schedule of Benefits, for use in the diagnosis or treatment of a particular medical condition if any of the following is true:

a. The product or service, procedure, device, or drug is not recognized in accordance with generally accepted medical standards as being safe and effective for use in the evaluation or treatment of the condition in question. In determining whether a service has been recognized as safe or effective in accordance with generally accepted evidence-based medical standards, primary reliance will be placed upon data from published reports in authoritative medical or scientific publications that are subject to established peer review by qualified medical or scientific experts prior to publication. In the absence of any such reports, it will generally be determined a service, procedure, device or drug is not safe and effective for the use in question. Please note, autologous bone marrow transplants for the treatment of breast cancer, as required by law, are not considered

Experimental or Unproven when they satisfy the criteria identified by the Massachusetts Department of Public Health.

b. In the case of a drug, the drug has not been approved by the United States Food and Drug Administration (FDA). This does not include off-label uses of FDA approved drugs.

c. For purposes of the treatment of infertility only, the service, procedure, drug or device has not been recognized as a "non-experimental infertility procedure" under the Massachusetts Infertility Benefit Regulations at 211 CMR Section 37.00 et. seq.

**Family Coverage** Coverage for a Subscriber and one or more Dependents.

**(The) Group Insurance Commission (GIC)** The state agency that has contracted with HPHC to provide health care services and supplies for the employees, retirees and their Dependents it covers under the Plan. The GIC is the Plan Sponsor and insures the health care coverage.

**Habilitation Services** Health care services that help a person keep, learn or improve skills and functioning for daily living. These services may include physical and occupational therapies and speech-language services.

**Harvard Pilgrim Health Care, Inc. (HPHC or Harvard Pilgrim)** Harvard Pilgrim Health Care, Inc. is an insurance company that provides, arranges or administers health care benefits for Members. Under self insured plans such as this one, HPHC adjudicates and pays claims, and manages benefits on behalf of the GIC.

**Hospital Tier 1 Inpatient Copayment** A lower Copayment amount that applies to certain hospital services. Please see the Schedule of Benefits for detailed information on when the Hospital Tier 1 Inpatient Copayment applies.

**Hospital Tier 1 Facility** Hospitals for which a Hospital Tier 1 Inpatient Copayment applies. Please see the Schedule of Benefits for detailed

information about Hospital Tier 1 Facilities.

**Hospital Tier 2 Inpatient Copayment** A higher Copayment amount that applies to certain hospital services. Please see the Schedule of Benefits for detailed information on when the Hospital Tier 2 Inpatient Copayment applies.

**Hospital Tier 2 Facility** Hospitals for which a Hospital Tier 2 Facility Copayment applies. Please see the Schedule of Benefits for detailed information about Hospital Tier 2 Facilities.

**Individual Coverage** Coverage for a Subscriber only. No coverage for Dependents is provided.

**Inpatient Hospital Copayment** A Copayment payable for inpatient care. Please refer to the Schedule of Benefits to determine what Covered Benefits are subject to the Inpatient Hospital Copayment.

**Licensed Mental Health Professional** For services provided in Massachusetts, a Licensed Mental Health Professional is any one of the following: a licensed physician who specializes in the practice of psychiatry; a licensed psychologist; a licensed independent clinical social worker; a licensed nurse mental health clinical specialist; a licensed marriage and family therapist; level I licensed alcohol and drug counselors; or a licensed mental health counselor. For services provided outside of Massachusetts, a Licensed Mental Health Professional is an independently licensed clinician with at least a masters degree in a clinical mental health discipline from an accredited educational institution and at least two years of clinical experience. The term "clinical mental health discipline" includes the following: psychiatry; psychology, clinical social work; marriage and family therapy; clinical counseling; developmental psychology; pastoral counseling; psychiatric nursing; developmental or educational psychology; counselor education; or any other discipline deemed acceptable by the Plan.

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**Medical Drugs** A prescription drug that is administered to you either (1) in a doctor's office or other outpatient medical facility, or (2) at home while you are receiving home health care services or receiving drugs administered by home infusion services. Medical Drugs cannot be self-administered. The words "cannot be self-administered" mean that the active participation of skilled medical personnel is always required to take the drug. When a Member is receiving drugs in the home, the words "cannot be self-administered" will also include circumstances in which a family member or friend is trained to administer the drug and ongoing supervision by skilled medical personnel is required.

**Medical Emergency** A medical condition, whether physical or mental (including a condition resulting from a substance abuse disorder), manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of the Member or another person in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part. With respect to a pregnant woman who is having contractions, Medical Emergency also means that there is inadequate time to effect a safe transfer to another hospital before delivery or that transfer may pose a threat to the health or safety of the woman or the unborn child.

Examples of Medical Emergencies are: heart attack or suspected heart attack, stroke, shock, major blood loss, choking, severe head trauma, loss of consciousness, seizures and convulsions.

Examples of mental health emergencies are: suicidal or homicidal ideas or intention and the inability to care for oneself because of intoxication, or psychotic ideas.

**Medically Necessary or Medical Necessity** Those medical services that are consistent with generally accepted

principles of professional medical practice as determined by whether: (a) the service is the most appropriate supply or level of service for the Member's condition, considering the potential benefit and harm to the individual; (b) the service is known to be effective, based on scientific evidence, professional standards and expert opinion, in improving health outcomes; and, (c) for services and interventions that are not widely used, the use of the service for the Member's condition is based on scientific evidence.

**Member** Any Subscriber or Dependent covered under the Plan.

**Member Cost Sharing** The responsibility of Members to assume a share of the cost of the benefits provided under the Plan. Member Cost Sharing may include Copayments, Coinsurance, and Deductibles. Please refer to your Schedule of Benefits for the specific Member Cost Sharing that applies to your Plan.

**Network** Providers of health care services, including but not limited to, physicians, hospitals and other health care facilities, that are under contract with us to provide services to Members.

**Non-Plan Provider** Providers of health care services that are not Primary Choice Providers.

**Non-Tiered Providers** Non-Tiered Providers include Primary Choice Providers who have not been rated for quality and/or cost efficiency or assigned to a tier. Please see section I.D.5. *Non-Tiered Primary Choice Providers* of this Handbook and the Schedule of Benefits for detailed information on Non-Tiered Providers.

**Out-of-Pocket Maximum** An Out-of-Pocket Maximum is a limit on the amount of Member Cost Sharing (Copayments, Coinsurance and Deductibles) that a Member must pay for certain Covered Benefits in a Plan Year. Once the Out-of-Pocket Maximum has been reached, no further Member Cost Sharing will be payable by the Member for the

remainder of the Plan Year. In some instances, a family Out-of-Pocket Maximum applies. Once a Family Out-of-Pocket Maximum has been met in a year, the Out-of-Pocket Maximum is deemed to have been met by all Members in a Family for the remainder of the year.

**Please Note:** Charges above the Allowed Amount never apply to the Out-of-Pocket Maximum.

 **FOR EXAMPLE:** If your Plan has an individual Out-of-Pocket Maximum of \$1,000, this is the most Member Cost Sharing you would pay in a Plan Year for services to which the Out-of-Pocket Maximum applies. For example, as long as the services you received are not excluded from the Out-of-Pocket Maximum, you could combine \$500 in Deductible expenses, \$100 in Copayments, and \$400 in Coinsurance payments to reach the \$1,000 Out-of-Pocket Maximum.

**Physical Functional Impairment** A condition in which the normal or proper action of a body part is damaged and affects the ability to participate in Activities of Daily Living. Physical Functional Impairments include, but are not limited to, problems with ambulation, communication, respiration, swallowing, vision or skin integrity.

A physical condition may impact an individual's emotional well-being or mental health. However such impact is not considered in determining whether or not a Physical Functional Impairment exists. Only the physical consequences of a condition are considered.

**Plan** This package of health care benefits known as The Harvard Pilgrim Primary Choice Plan, that is administered by HPHC on behalf of the GIC. HPHC or the GIC may take any action on behalf of the Plan. For coverage under this Plan, Covered Services must be obtained from a Primary Choice Provider.

**Plan Sponsor** The GIC is the Plan Sponsor of this Plan. The GIC has contracted with HPHC to provide

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health care services and supplies for its employees and their Dependents under the Plan. The GIC pays for the health care coverage provided under the Plan.

**Plan Year** The one-year period for which benefits are purchased and administered. Benefits for which limited yearly coverage is provided renew at the beginning of the Plan Year. Benefits for which limited coverage is provided every two years renew at the beginning of every second Plan Year. The Plan Year begins on the Plan's Anniversary Date. Benefits under your Plan are administered on a Plan Year basis.

**Primary Care Provider (PCP)** A Primary Choice Provider designated to help you maintain your health and to provide and authorize your medical care under the Plan. A PCP may be a physician, a physician assistant or a nurse practitioner specializing in one or more of the following specialties: internal medicine, adult medicine, adolescent medicine, geriatric medicine, pediatrics or family practice. A PCP may designate other Primary Choice Providers to provide or authorize a Member's care.

**Primary Choice Provider** Providers of health care services in the Enrollment Area that are under contract to provide care to Members. Primary Choice Providers are listed in the Primary Choice Provider Directory.

**Primary Choice Provider Directory** A directory that identifies Primary Choice Providers. We may revise the Primary Choice Provider Directory from time to time without notice to Members. The most current listing of Primary Choice Providers is available on [www.harvardpilgrim.org](http://www.harvardpilgrim.org).

**Prior Approval** A program to verify that certain Covered Benefits are, and continue to be, Medically Necessary and provided in an appropriate and cost-effective manner. Prior Approval is required for the coverage of services by Non-Plan Providers involving Dependents that live outside of the Enrollment Area.

**Provider** A Provider is defined as: a hospital or facility that is licensed to provide inpatient medical, surgical, or rehabilitative services; a Skilled Nursing Facility; and medical professionals including but not limited to: physicians, psychologists, psychiatrists, podiatrists, nurse practitioners, advanced practice registered nurses, physician's assistants, psychiatric social workers, licensed nurse mental health clinical specialist, psychotherapists, psychologists, licensed independent clinical social workers, licensed mental health counselors, level I licensed alcohol and drug counselors, physicians with recognized expertise in specialty pediatrics (including mental health care), nurse midwives, nurse anesthetists, chiropractors, optometrists, speech-language pathologists and audiologists, and early intervention specialists who are credentialed and certified by the Massachusetts Department of Public Health. Dentists may also be Providers when providing services under this Plan.

**Quarter** One fourth of a Plan Year; the three consecutive months beginning July 1st, October 1st, January 1st, and April 1st.

**Referral** An instruction from your PCP that gives you the ability to see another Primary Choice Provider for services that may be out of your PCP's scope of practice.

 **FOR EXAMPLE:** If you need to visit a specialist, such as a dermatologist or cardiologist, you must contact your PCP first. Your PCP will refer you to a specialist who is a Primary Choice Provider. Your PCP will generally refer you to a specialist with whom he or she is affiliated or has a working relationship.

**Rehabilitation Therapies** Rehabilitation Therapies are treatments for disease or injury that restore or move an individual toward functional capabilities prior to disease or injury. For treatment of congenital anomalies with significant functional impairment, Rehabilitation Therapies improve functional

capabilities to or toward normal function for age appropriate skills. Only the following are covered: cardiac rehabilitation therapy; occupational therapy; physical therapy; pulmonary rehabilitation therapy; speech therapy; or an organized program of these services when rendered by a health care professional licensed to perform these therapies.

**Schedule of Benefits** A summary of the benefits selected by the GIC and covered under your Plan are listed in the Schedule of Benefits. The Schedule of Benefits states the Copayments, Coinsurance or Deductible you must pay and any limitations on coverage.

**Service Area** The Primary Choice Enrollment Area in which a Member lives. When you are in the Service Area, you must call your PCP for care. Exceptions apply (1) to Medical Emergencies and (2) when you need one of the services in listed in section *I. How the Plan Works*.

**Skilled Nursing Facility** An inpatient extended care facility, or part of one, that is operating pursuant to law and provides skilled nursing services.

**Subscriber** The person who meets the Subscriber eligibility requirements described in this Benefit Handbook as determined by the GIC.

**Surgical Day Care Copayment** A Copayment that is applicable to Surgical Day Care services. The Surgical Day Care Copayment is indicated in the Schedule of Benefits.

**Surgical Day Care** A surgery or procedure in a day surgery department, ambulatory surgery department or outpatient surgery center that requires operating room, anesthesia and recovery room services.

**Surrogacy** Any procedure in which a person serves as the gestational carrier of a child with the goal or intention of transferring custody of the child after birth to an individual (or individuals) who is (are) unable or unwilling to serve as the gestational carrier. This includes both procedures in which the gestational carrier is, and is not, genetically related to the child.

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### **Tier 1 Specialist Office Visit**

**Copayment** A lower Copayment amount that applies to certain services and Primary Choice Providers. Please see the Schedule of Benefits for detailed information on when the Tier 1 Specialist Copayment applies.

**Tier 1 Specialists** Primary Choice Providers for whom a Tier 1 Copayment applies. Please see the Schedule of Benefits for detailed information about Tier 1 Primary Choice Providers.

### **Tier 2 Specialist Office Visit**

**Copayment** A mid-range Copayment amount that applies to certain services and Primary Choice Providers. Please see the Schedule of Benefits for detailed information on when the Tier 2 Specialist Copayment applies.

**Tier 2 Specialists** Providers for whom a Tier 2 Copayment applies. Please see the Schedule of Benefits for detailed information about Tier 2 Providers.

### **Tier 3 Specialist Office Visit**

**Copayment** The highest Copayment amount that applies to certain Providers. Please see the Schedule of Benefits for detailed information on when the Tier 3 Specialist Copayment applies.

**Tier 3 Specialists** Providers for whom a Tier 3 Copayment applies. Please see the Schedule of Benefits for detailed information about Tier 3 Providers.

**Urgent Care** Medically Necessary services for a condition that requires prompt medical attention but is not a Medical Emergency.

### III. Covered Benefits

This section contains detailed information on the benefits covered under your Plan. Member Cost Sharing information and any applicable Benefit Limits that apply to your Plan are listed in your schedule of Benefits. Benefits are administered on a Plan Year basis.

#### Basic Requirements for Coverage

To be covered, all services and supplies must meet each of the following requirements. They must be:

- Listed as a Covered Benefit in this section.
- Medically Necessary.
- Not excluded in section *IV. Exclusions*.
- Received while an active Member of the Plan.
- Provided by or upon Referral from your PCP. This requirement does not apply to care needed in a Medical Emergency. Please see section *I.D.10. Services That Do Not Require a Referral* for other exceptions that apply.
- Provided by a Primary Choice Provider. This requirement does not apply to care needed in a Medical Emergency. Please see section *I.D.8. Medical Emergency Services* for additional information.

| Benefit  | Description   |
|--|---|
| <b>1 . Ambulance Transport</b>                 | <p><b>Emergency Ambulance Transport</b> If you have a Medical Emergency (including an emergency related to a substance abuse disorder or mental health condition), your Plan covers ambulance transport, including ground and/or air transportation, to the nearest hospital that can provide you with Medically Necessary care.</p> <p><b>Non-Emergency Ambulance Transport</b> You are also covered for non-emergency ambulance ground transport between hospitals or other covered health care facilities or from a covered facility to your home when Medically Necessary. Services must be arranged by a Primary Choice Provider.</p>  |
| <b>2 . Autism Spectrum Disorders Treatment</b> | <p>Coverage is provided for the diagnosis and treatment of Autism Spectrum Disorders, as defined below. Covered Benefits include the following:</p> <ul style="list-style-type: none"> <li>• Diagnosis of Autism Spectrum Disorders. This includes Medically Necessary assessments, evaluations, including neuropsychological evaluations, genetic testing or other tests to diagnose whether an individual has one of the Autism Spectrum Disorders.</li> <li>• Professional services by Primary Choice Providers. This includes care by physicians, Licensed Mental Health Professionals, speech therapists, occupational therapists, and physical therapists.</li> <li>• Habilitative and rehabilitative care, including, but not limited to, applied behavior analysis supervised by a board certified behavior analyst as defined by law.</li> <li>• Prescription drug coverage. Please see your Prescription Drug Brochure for more information.</li> </ul> <p>Autism Spectrum Disorders include any of the pervasive developmental disorders as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders. These include Autistic Disorder; Asperger's Disorder; and Pervasive Developmental Disorders Not Otherwise Specified.</p> <p>Applied behavior analysis is defined as the design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior.</p> |

| Benefit   | Description  |
|---|--|
| <b>Autism Spectrum Disorders Treatment (Continued)</b>                                    |  |
|   | <p>It includes the use of direct observation, measurement and functional analysis of the relationship between environment and behavior.</p> <p>There is no coverage for services related to autism spectrum disorders provided under an individualized education program (IEP), including any services provided under an IEP that are delivered by school personnel or any services provided under an IEP purchased from a contractor or vendor.</p>   |
| <b>3 . Cardiac Rehabilitation Therapy</b>   |  |
|   | <p>The Plan covers cardiac rehabilitation. Coverage includes only Medically Necessary services for Members with established coronary artery disease or unusual and serious risk factors for such disease.</p>  |
| <b>4 . Chemotherapy and Radiation Therapy</b>   |  |
|   | <p>The Plan covers outpatient chemotherapy administration and radiation therapy at a hospital or other outpatient medical facility. Covered Benefits include the facility charge, the charge for related supplies and equipment, and physician services for anesthesiologists, pathologists and radiologists.</p>  |
| <b>5 . Chiropratic Care</b>   |  |
|   | <p>The Plan covers musculoskeletal adjustment or manipulation up to the Benefit Limit listed in the Schedule of Benefits.</p>  |
| <b>6 . Clinical Trials for the Treatment of Cancer or Other Life-Threatening Diseases</b> |  |
|   | <p>The Plan covers services for Members enrolled in a qualified clinical trial of a treatment for any form of cancer or other life-threatening disease under the terms and conditions provided for under federal law. All of the requirements for coverage under the Plan apply to coverage under this benefit.</p> <p>The following services are covered under this benefit:</p> <p>(1) All services that are Medically Necessary for treatment of your condition, consistent with the study protocol of the Qualified Clinical Trial, and for which coverage is otherwise available under the Plan; and</p> <p>(2)The reasonable cost of an investigational drug or device that has been approved for use in the Qualified Clinical Trial to the extent it is not paid for by its manufacturer, distributor, or provider.</p>  |
| <b>7 . Dental Services</b>  |  |
|   | <p><b>Important Note:</b> The Plan does not provide dental insurance. It covers only the limited dental services described below. No other Dental Care is covered.</p> <p>The benefits described in a – d below are provided only when the Member has a serious medical condition, including but not limited to, hemophilia or heart disease, that makes it essential that he or she be admitted to a general Hospital as an inpatient or to a Surgical Day Care unit or ambulatory surgical facility as an outpatient in order for the Dental Care to be performed safely.</p> <p><b>a. Extraction of Impacted Teeth</b></p> <p>The Plan covers the extraction of teeth impacted in bone.</p> <p>Only the following services are covered:</p> <ul style="list-style-type: none"> <li>• Pre-operative and post-operative care, immediately following the procedure</li> <li>• Anesthesia</li> <li>• X-rays</li> </ul> <p><b>b. Extraction of Seven or More Teeth</b></p> <p>The Plan covers the extraction of seven or more sound natural teeth.</p> |

| Benefit                            | Description   |
|------------------------------------|---|
| <b>Dental Services (Continued)</b> |   |
|                                    | <p><b>c. Removal of Tumors or Cysts</b></p> <p>The Plan covers the excision of radicular cysts involving the roots of three or more teeth.</p> <p><b>d. Gingivectomies of Two or More Gum Quadrants</b></p> <p>The Plan covers gingivectomies (including osseous surgery) of two or more gum quadrants.</p> <p><b>e. Emergency Dental Care</b></p> <p>The Plan covers emergency Dental Care needed due to an injury to sound, natural teeth. All services, except for suture removal, must be received within 3 days of injury.</p> <p>Only the following services are covered:</p> <ul style="list-style-type: none"> <li>• Initial first aid (trauma care)</li> <li>• Reduction of swelling</li> <li>• Pain relief</li> <li>• Covered non-dental surgery</li> <li>• Non-dental diagnostic x-rays</li> <li>• Extraction of the teeth damaged in the injury when needed to avoid infection</li> <li>• Suturing and suture removal</li> <li>• Reimplantation and stabilization of dislodged teeth</li> <li>• Repositioning and stabilization of partly dislodged teeth</li> <li>• Medication received from the Provider</li> </ul> <p><b>f. Oral Surgery Procedures</b></p> <p>The Plan covers oral surgical procedures for non-dental medical treatment, such as the reduction of a dislocated or fractured jaw or facial bone, and removal of benign or malignant tumors, to the same extent as other surgical procedures described in this Benefit Handbook.</p> <p><b>g. Cleft Lip or Cleft Palate Care for Children</b></p> <p>For coverage of orthodontic and Dental Care related to the treatment of cleft lip or cleft palate for children under the age of 18, please see the section titled <i>Reconstructive Surgery</i>.</p> |

| Benefit  | Description  |
|--|--|
| <p><b>8 . Diabetes Services and Supplies</b></p> | <p><b>Diabetes Self-Management and Training/Diabetic Eye Examinations/Foot Care:</b></p> <p>The Plan covers outpatient self-management education and training for the treatment of diabetes, including medical nutrition therapy services, used to diagnose or treat insulin-dependent diabetes, non-insulin dependent diabetes, or gestational diabetes. Services must be provided on an individual basis and be provided by a Primary Choice Provider. Benefits also include medical eye examinations (dilated retinal examinations) and preventive foot care.</p> <p>The following items are also covered:</p> <p><b>Diabetes Equipment:</b></p> <ul style="list-style-type: none"> <li>• Blood glucose monitors</li> <li>• Continuous glucose monitoring systems</li> <li>• Dosage gauges</li> <li>• Injectors</li> <li>• Insulin pumps (including supplies) and infusion devices</li> <li>• Lancet devices</li> <li>• Therapeutic molded shoes and inserts</li> <li>• Visual magnifying aids</li> <li>• Voice synthesizers</li> </ul> <p><b>Pharmacy Supplies:</b></p> <ul style="list-style-type: none"> <li>• Blood test strips</li> <li>• Glucose, ketone and urine test strips</li> <li>• Insulin</li> <li>• Insulin pens with insulin</li> <li>• Insulin syringes</li> <li>• Lancets</li> <li>• Oral agents for controlling blood sugar</li> </ul> |
| <p><b>9 . Dialysis</b></p>                       | <p>The Plan covers dialysis on an inpatient, outpatient or at home basis. When federal law permits Medicare to be the primary payer, you must apply for Medicare and also pay any Medicare premium. When Medicare is primary (or would be primary if the Member were timely enrolled), the Plan will cover only those costs that exceed what would be payable by Medicare.</p> <p>Coverage for dialysis in the home includes non-durable medical supplies, and drugs and equipment necessary for dialysis.</p> <p>HPHC must approve dialysis services if you are temporarily traveling outside the Service Area. The Plan will cover dialysis services for up to 30 days of travel per Plan Year. You must make arrangements in advance with your Primary Choice Provider.</p>   |

| Benefit                          | Description  |
|----------------------------------|--|
| <p><b>10 . Drug Coverage</b></p> | <p>You have limited coverage for drugs received during inpatient and outpatient treatment and also for certain medical supplies you purchase at a pharmacy under this Benefit Handbook. This coverage is described in Subsection 1, below.</p> <p>You also have coverage for outpatient prescription drugs you purchase at a pharmacy under the Plan’s outpatient prescription drug coverage. Subsection 2, below, explains more about this coverage.</p> <p><b>1) Your Coverage under this Benefit Handbook</b></p> <p>This Benefit Handbook covers the following:</p> <p>a. Drugs Received During Inpatient Care. The drug is administered to you while you are an inpatient at a hospital, Skilled Nursing Facility or other medical facility at which Covered Benefits are provided to you on an inpatient basis;</p> <p>b. Drugs Received During Outpatient or Home Care. These drugs are known as “Medical Drugs.” A Medical Drug is administered to you either (1) in a doctor’s office or other outpatient medical facility, or (2) at home while you are receiving home care services or receiving drugs administered by home infusion services.</p> <p>Medical Drugs cannot be self-administered. The words “cannot be self-administered” mean that the active participation of skilled medical personnel is always required to take the drug. When a Member is receiving drugs in the home, the words “cannot be self-administered” will also include circumstances in which a family member or friend is trained to administer the drug and ongoing supervision by skilled medical personnel is required.</p> <p>An example of a drug that cannot be self-administered is a drug that must be administered intravenously. Examples of drugs that can be self-administered are drugs that can be taken in pill form and drugs that are typically self-injected by the patient.</p> <p>c. Drugs and supplies. Coverage is provided for: (1) certain diabetes supplies; (2) syringes and needles you purchase at a pharmacy; and (3) certain orally administered medications for the treatment of cancer.</p> <p>Please see the benefits for “Diabetes Services and Supplies” and “Hypodermic Syringes and Needles” for the details of those benefits.</p> <p>No coverage is provided under this Benefit Handbook for: (1) drugs that have not been approved by the United States Food and Drug Administration; (2) drugs the Plan excludes or limits, including, but not limited to, drugs for cosmetic purposes or weight loss; and (3) any drug that is obtained at an outpatient pharmacy except (a) covered diabetes supplies and (b) syringes and needles, as explained above.</p> <p><b>2) Outpatient Prescription Drug Coverage</b></p> <p>In addition to the coverage provided under this Benefit Handbook, you also have the Plan’s outpatient prescription drug rider. That rider provides coverage for most prescription drugs purchased at an outpatient pharmacy.</p> <p>Your Member Cost Sharing for prescription drugs purchased at a pharmacy will be listed on your ID Card. Please see the Prescription Drug Brochure for a detailed explanation of your benefits.</p> |

| Benefit  | Description   |
|--|---|
| <p><b>11 . Durable Medical Equipment (DME)</b></p> | <p>The Plan covers DME when Medically Necessary and ordered by your Primary Choice Provider. The Plan will rent or buy all equipment. The cost of the repair and maintenance of covered equipment is also covered.</p> <p>In order to be covered, all equipment must be:</p> <ul style="list-style-type: none"> <li>• Able to withstand repeated use</li> <li>• Not generally useful in the absence of disease or injury</li> <li>• Normally used in the treatment of an illness or injury or for the rehabilitation of an abnormal body part</li> <li>• Suitable for home use</li> </ul> <p>Coverage is only available for:</p> <ul style="list-style-type: none"> <li>• The least costly equipment adequate to allow you to perform Activities of Daily Living;</li> <li>• One item of each type of equipment. No back-up items or items that serve duplicate purposes are covered. For example, the Plan covers a manual or an electric wheelchair, not both.</li> </ul> <p>Covered equipment and supplies include:</p> <ul style="list-style-type: none"> <li>• Canes</li> <li>• Certain types of braces</li> <li>• Crutches</li> <li>• Hospital beds</li> <li>• Oxygen and oxygen equipment</li> <li>• Respiratory equipment</li> <li>• Walkers</li> <li>• Wheelchairs</li> </ul> <p>Member Cost Sharing amounts you are required to pay are based on the cost of equipment to the Plan.</p> |
| <p><b>12 . Early Intervention Services</b></p>     | <p>The Plan covers early intervention services provided for Members until 3 years of age.</p> <p>Covered Benefits include:</p> <ul style="list-style-type: none"> <li>• Nursing care</li> <li>• Physical, speech, and occupational therapy</li> <li>• Psychological counseling</li> <li>• Screening and assessment of the need for services</li> </ul>  |
| <p><b>13 . Emergency Room Care</b></p>             | <p>If you have a Medical Emergency, you are covered for care in a hospital emergency room. Please remember the following:</p> <ul style="list-style-type: none"> <li>• if you need follow-up care after you are treated in an emergency room, you must call your PCP. Your PCP will provide or arrange for the care you need.</li> <li>• If you are hospitalized, you must call HPHC at <b>1-888-333-4742</b> within 48 hours or as soon as you can. This telephone number can also be found on your ID card. If notice of hospitalization is given to HPHC or PCP by an attending emergency physician, no further notice is required.</li> </ul>   |

| Benefit                                 | Description   |
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| <b>14 . Family Planning Services</b>    |   |
|   | <p>The Plan covers family planning services, including the following:</p> <ul style="list-style-type: none"> <li>• Annual gynecological examination</li> <li>• Contraceptive monitoring</li> <li>• Family planning consultation</li> <li>• FDA approved birth control drugs, implants or devices.</li> <li>• Genetic counseling</li> <li>• Pregnancy testing</li> <li>• Professional services relating to the injection of birth control drugs and the insertion or removal of birth control implants or devices.</li> </ul>  |
| <b>15 . Gender Reassignment Surgery</b> |   |
|   | <p>The Plan covers gender reassignment surgery as described below. Services are covered when your Provider has determined that you are an appropriate candidate for gender reassignment surgery in accordance with HPHC clinical guidelines. Coverage includes surgery, related physician and behavioral health visits.</p> <p>Benefits for gender reassignment surgery are separate from other benefits provided under the Plan. HPHC does not consider gender reassignment surgery to be reconstructive surgery to correct a Physical Functional Impairment or Cosmetic Services. Coverage for reconstructive surgery or Cosmetic Services is limited to the services described under the Reconstructive Surgery benefit in this Handbook.</p> <p>Coverage for gender reassignment surgery is limited to the specific surgical procedures listed below. No other services are covered in connection with gender reassignment surgery:</p> <p><b>Male-to-female:</b></p> <ul style="list-style-type: none"> <li>• Augmentation mammoplasty</li> <li>• Clitoroplasty</li> <li>• Labiaplasty</li> <li>• Orchiectomy</li> <li>• Penectomy</li> <li>• Vaginoplasty</li> </ul> <p><b>Female-to-male:</b></p> <ul style="list-style-type: none"> <li>• Colpectomy</li> <li>• Hysterectomy</li> <li>• Mastectomy</li> <li>• Metoidioplasty</li> <li>• Placement of testicular prostheses</li> <li>• Salpingo-oophorectomy</li> <li>• Scrotoplasty</li> <li>• Vaginectomy</li> <li>• Vulvectomy</li> </ul> |

| Benefit   | Description   |
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| <p><b>Gender Reassignment Surgery (Continued)</b></p> | <p>Once initial gender reassignment surgery has been completed, the Plan does not cover any further cosmetic changes. In addition, no coverage is provided for reversal of gender reassignment surgery whether or not originally covered by the Plan.</p> <p>Certain services covered under this benefit are provided by only a limited number of Providers in the country and may not currently be in the Plan's Network. However, the Plan will work with you and your physician to identify one or more providers who are appropriate to provide services under this benefit.</p> <p>For coverage of behavioral health services related to gender reassignment surgery, please see "Mental Health Care (Including the Treatment of Substance Abuse Disorders)" for details.</p> <p><b>Important Notice:</b> We use clinical guidelines to evaluate whether the gender reassignment surgery is Medically Necessary. If you are planning to receive gender reassignment surgery, we recommend that you review the current guidelines. To obtain a copy, please call <b>1-888-888-4742 ext. 38723</b>.</p> <p>Your PCP will refer you to a Primary Choice Provider for gender reassignment services. For gender reassignment services, your participating Provider must obtain HPHC approval for coverage. If a covered gender reassignment service is not available from a Primary Choice Provider, HPHC will approve coverage through a non-HPHC Primary Choice Provider. Your PCP must obtain prior approval for you. The prior approval process is initiated by calling: <b>1-800-708-4414</b>.</p> |
| <p><b>16 . Hearing Aids</b></p>                       |   |
|   | <p>The Plan covers hearing aids up to the limit listed in your Schedule of Benefits. A hearing aid is defined as any instrument or device, excluding a surgical implant, designed, intended or offered for the purpose of improving a person's hearing.</p> <p>The Plan will pay the cost of each Medically Necessary hearing aid up to the limit listed in your Schedule of Benefits, minus any applicable cost sharing. If you purchase a hearing aid that is more expensive than the limit listed in your Schedule of Benefits, you will be responsible for the additional cost. No back-up hearing aids that serve a duplicate purpose are covered. Services and supplies related to your hearing aid are not subject to the dollar limit listed in your Schedule of Benefits.</p> <p>Covered Benefits include the following:</p> <ul style="list-style-type: none"> <li>• One hearing aid per hearing impaired ear</li> <li>• Except for batteries, any necessary parts, attachments or accessories, including ear moldings; and</li> <li>• Services provided by a licensed audiologist, hearing instrument specialist or licensed physician that are necessary to assess, select, fit, adjust or service the hearing aid.</li> </ul>  |

| Benefit                             | Description   |
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| <p><b>17 . Home Health Care</b></p> | <p>If you are homebound for medical reasons, you are covered for home health care services listed below on a short-term intermittent basis. To be eligible for home health care, your Primary Choice Provider must determine that skilled nursing care or physical therapy is an essential part of active treatment. There must also be a defined medical goal that your Primary Choice Provider expects you will meet in a reasonable period of time.</p> <p>When you qualify for home health care services as stated above, the Plan also covers the following, when Medically Necessary:</p> <ul style="list-style-type: none"> <li>• Durable medical equipment and supplies (must be a component of the home health care being provided)</li> <li>• Medical social services</li> <li>• Nutritional counseling</li> <li>• Physical therapy</li> <li>• Occupational therapy</li> <li>• Services of a home health aide</li> <li>• Skilled nursing care</li> <li>• Speech therapy</li> </ul> <p>Care on a “short-term intermittent basis” means care that is provided fewer than eight hours per day, on a less than daily basis, up to 35 hours per week, for up to 21 consecutive days. If you receive more than one type of skilled service at home, these time limits apply to all services combined.</p> <p>Your Primary Choice Provider must arrange all home health care. He or she must also obtain HPHC approval for coverage.</p> |
| <p><b>18 . Hospice Services</b></p> | <p>The Plan covers hospice services for a terminally ill Member who needs the skills of qualified technical or professional health personnel for palliative care. Care may be provided at home or on an inpatient basis. Inpatient respite care is covered for the purpose of relieving the primary caregiver and may be provided up to 5 days every 3 months not to exceed 14 days per Plan Year. Inpatient care is also covered in an acute hospital or extended care facility when it is Medically Necessary to control pain and manage acute and severe clinical problems that cannot be managed in a home setting. Covered Benefits include:</p> <ul style="list-style-type: none"> <li>• Care to relieve pain</li> <li>• Counseling</li> <li>• Drugs that cannot be self-administered</li> <li>• Durable medical equipment appliances</li> <li>• Home health aide services</li> <li>• Medical supplies</li> <li>• Nursing care</li> <li>• Physician services</li> <li>• Occupational therapy</li> <li>• Physical therapy</li> <li>• Speech therapy</li> <li>• Respiratory therapy</li> <li>• Respite care</li> <li>• Social services</li> </ul>   |

| Benefit                                     | Description   |
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| <b>19 . Hospital - Inpatient Services</b>   |   |
|   | <p>The Plan covers acute hospital care including, but not limited to, the following inpatient services:</p> <ul style="list-style-type: none"> <li>• Semi-private room and board</li> <li>• Doctor visits, including consultation with specialists</li> <li>• Medications</li> <li>• Lab and x-ray services</li> <li>• Intensive care</li> <li>• Surgery, including related services</li> <li>• Anesthesia, including the services of a nurse-anesthetist</li> <li>• Radiation therapy</li> <li>• Physical therapy</li> <li>• Occupational therapy</li> <li>• Speech therapy</li> </ul> <p>In order to be eligible for coverage, the following service must be received at a Center of Excellence:</p> <ul style="list-style-type: none"> <li>• Weight loss surgery (bariatric surgery)</li> </ul> <p>Please see section <i>I.D.7. Centers of Excellence</i> for further information.</p> |
| <b>20 . House Calls</b>                     |   |
|   | <p>The Plan covers Medically Necessary house calls within the Service Area by a Primary Choice Provider. A Referral from your PCP is required for all specialist visits.</p>  |
| <b>21 . Human Organ Transplant Services</b> |   |
|   | <p>The Plan covers human organ transplants, including bone marrow transplants for a Member with metastasized breast cancer in accordance with the criteria of the Massachusetts Department of Public Health.</p> <p>The Plan covers the following services when the recipient is a Member of the Plan:</p> <ul style="list-style-type: none"> <li>• Care for the recipient</li> <li>• Donor search costs through established organ donor registries</li> <li>• Donor costs that are not covered by the donor's health plan</li> </ul> <p>If a Member is a donor for a recipient who is not a Member, then the Plan will cover the donor costs for the Member, when they are not covered by the recipient's health plan.</p>   |
| <b>22 . Hypodermic Syringes and Needles</b> |   |
|   | <p>The Plan covers hypodermic syringes and needles to the extent Medically Necessary.</p> <p>You must get a prescription from your Primary Choice Provider and present it at a participating pharmacy for coverage. You can get more information on participating pharmacies online at <a href="http://www.harvardpilgrim.org">www.harvardpilgrim.org</a> by <i>clicking</i> on Pharmacy Program or by calling the Member Services Department at <b>1-888-333-4742</b>.</p>   |

| Benefit   | Description  |
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| <p><b>23 . Infertility Services and Treatment</b></p> | <p>Infertility is defined as the inability of a woman aged 35 or younger to conceive or produce conception during a period of one year. In the case of a woman over age 35, the time period is reduced to 6 months. If a woman conceives but is unable to carry the pregnancy to live birth, the time she attempted to conceive prior to that pregnancy is included in the one year or 6 month period, as applicable.</p> <p>The Plan covers the following diagnostic services for infertility:</p> <ul style="list-style-type: none"> <li>• Consultation</li> <li>• Evaluation</li> <li>• Laboratory tests</li> </ul> <p>The Plan covers the following infertility treatment:</p> <ul style="list-style-type: none"> <li>• Therapeutic artificial insemination (AI), including related sperm procurement and banking</li> <li>• Advanced reproductive technologies:                             <ul style="list-style-type: none"> <li>• Donor egg procedures, including related egg and inseminated egg procurement, processing and banking</li> <li>• Assisted hatching</li> <li>• Gamete intrafallopian transfer (GIFT)</li> <li>• Intra-cytoplasmic sperm injection (ICSI)</li> <li>• Intra-uterine insemination (IUI)</li> <li>• In-vitro fertilization and embryo transfer (IVF)</li> <li>• Zygote intrafallopian transfer (ZIFT)</li> <li>• Preimplantation genetic diagnosis (PGD)</li> <li>• Microsurgical epididymal sperm aspiration (MESA)</li> <li>• Testicular sperm extraction (TESE)</li> <li>• Sperm collection, freezing and up to one year of storage is also covered for male Members in active infertility treatment.</li> <li>• Cryopreservation of eggs</li> </ul> </li> </ul> <p><b>Important Notice:</b> We use clinical guidelines to evaluate whether the use of infertility treatment is Medically Necessary. If you are planning to receive infertility treatment, we recommend that you review the current guidelines. To obtain a copy, please call <b>1-888-888-4742</b> ext. <b>38723</b>.</p> |
| <p><b>24 . Laboratory and Radiology Services</b></p>  | <p>The Plan covers diagnostic laboratory and x-ray services, including Advanced Radiology, on an outpatient basis. The term "Advanced Radiology" means CT scans, PET Scans, MRI and MRA, and nuclear medicine services. Coverage includes:</p> <ul style="list-style-type: none"> <li>• The facility charge and the charge for supplies and equipment</li> <li>• The charges of anesthesiologists, pathologists and radiologists</li> </ul> <p>In addition, the Plan covers the following:</p> <ul style="list-style-type: none"> <li>• Human leukocyte antigen testing or histocompatibility locus antigen testing necessary to establish bone marrow transplant donor suitability (including testing for A, B, or DR antigens, or any combination, consistent with rules, regulations and criteria established by the Massachusetts Department of Public Health).</li> </ul>   |

| Benefit  | Description  |
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| <b>Laboratory and Radiology Services (Continued)</b> |  |
|  | <ul style="list-style-type: none"> <li>• Diagnostic screenings and tests including: hereditary and metabolic screening at birth; tuberculin tests; lead screenings; hematocrit, hemoglobin or other appropriate blood tests, human leukocyte antigen testing or histocompatibility locus antigen testing necessary to establish bone marrow transplant donor suitability, and urinalysis.</li> <li>• Mammograms, including a baseline mammogram for women between the ages of thirty-five and forty, and an annual mammogram for women forty years of age and older</li> </ul> <p><b>Please Note:</b> No Member Cost Sharing applies to certain preventive care services. For a list of covered preventive services, please see the Preventive Services notice at: <a href="http://www.harvardpilgrim.org/GIC">www.harvardpilgrim.org/GIC</a>.</p>   |
| <b>25 . Low Protein Foods</b>                        |  |
|  | <p>The Plan covers food products modified to be low-protein ordered for the treatment of inherited diseases of amino acids and organic acid up to the limit stated in your Schedule of Benefits.</p>   |
| <b>26 . Maternity Care</b>                           |  |
|  | <p>The Plan covers the following maternity services:</p> <ul style="list-style-type: none"> <li>• Routine outpatient prenatal care, including evaluation and progress screening, physical exams, recording of weight and blood pressure monitoring</li> <li>• Prenatal genetic testing (office visits require a Referral)</li> <li>• Delivery, including a minimum of 48 hours of inpatient care following a vaginal delivery and a minimum of 96 hours of inpatient care following a cesarean section. Any decision to shorten the inpatient stay for the mother and her newborn child will be made by the attending physician and the mother. If early discharge is decided, the mother will be entitled to a minimum of one home visit.</li> <li>• Newborn care. Coverage is limited to routine nursery charges for a healthy newborn unless the child is enrolled in the Plan. Please see section <i>VIII. Eligibility</i> for more enrollment information.</li> <li>• Routine outpatient postpartum care for the mother, up to six weeks after delivery</li> <li>• Non-routine prenatal and post-partum care, including, but not limited to:             <ul style="list-style-type: none"> <li>• Administration and supply of immune globulin, RhoGAM</li> <li>• Amniocentesis</li> <li>• Nuchal translucency ultrasound when performed separately from a standard obstetrical ultrasound</li> </ul> </li> <li>• Non-routine nursery charges for a newborn (covered as a separate inpatient stay)</li> </ul> <p><b>Please Note:</b> No Member Cost Sharing applies to certain preventive care services. For a list of covered preventive services, please see the Preventive Services notice at: <a href="http://www.harvardpilgrim.org/GIC">www.harvardpilgrim.org/GIC</a>.</p> |

| Benefit  | Description  |
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| <p><b>27 . Medical Formulas</b></p>  | <p>The Plan covers the following up to the limit stated in your Schedule of Benefits:</p> <ul style="list-style-type: none"> <li>• Non-prescription enteral formulas for home use for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction and inherited diseases of amino acids and organic acids.</li> <li>• Prescription formulas for the treatment of phenylketonuria, tyrosinemia, homocystinuria, maple syrup urine disease, propionic acidemia or methylmalonic acidemia in infants and children or to protect the unborn fetuses of pregnant women with phenylketonuria.</li> </ul>   |
| <p><b>28 . Mental Health Care (Including the Treatment of Substance Abuse Disorders)</b></p> | <p>The Plan covers both inpatient and outpatient mental health care to the extent Medically Necessary as outlined below. As used in this section the term "mental health care" includes the Medically Necessary treatment of substance abuse disorders.</p> <p>For coverage of mental health care (including the treatment of substance abuse disorders), you must obtain care from a Primary Choice Provider. (The exceptions to this rule are listed in section <i>I.D.10. Services That Do Not Require a Referral</i>. To locate a Provider, you may call the Behavioral Health Access Center at <b>1-888-777-4742</b>. The Behavioral Health Access Center phone line is staffed by licensed mental health clinicians. A clinician will assist you in finding appropriate Providers and arranging the services you require.</p> <p>In a Medical Emergency you should go to the nearest emergency facility or call 911 or your local emergency number. You do not need to use a Primary Choice Provider or call the Behavioral Health Access Center.</p> <p><b>Please Note:</b> Prior Approval is not required to obtain substance abuse treatment from a Primary Choice Provider. In addition, when services are obtained from a Primary Choice Provider, the Plan will not deny coverage for the first 14 days of (1) Acute Treatment Services or (2) Clinical Stabilization Services for the treatment of substance abuse so long as the Plan receives notice from the Primary Choice Provider within 48 hours of admission. The terms "Acute Treatment Services" and "Clinical Stabilization Services" are defined in the <i>Glossary</i> of this Benefit Handbook. Services beyond the 14 day period may be subject to concurrent review as described in section <i>J. UTILIZATION REVIEW PROCEDURES</i> of this Handbook.</p> <p>The Plan requires consent to the disclosure of information regarding services for mental disorders to the same extent it requires consent for disclosure of information for other medical conditions. Any determination of Medical Necessity of mental health services will be made in consultation with licensed mental health clinicians.</p> <p><b>Minimum Requirements for Covered Providers</b></p> <p>To be eligible for coverage under this benefit, all services must be provided either (1) at the office of a Licensed Mental Health Professional, or (2) at a facility licensed or approved by the health department or mental health department of the state in which the service is provided. (In Massachusetts, those departments are the Department of Public Health and the Department of Mental Health, respectively.) To qualify, a facility must be both licensed as, and function primarily as, a health or mental health care facility. A facility that is also licensed as an educational or recreational institution will not meet this</p> |

| Benefit | Description  |
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|         | <p><b>Mental Health Care (Including the Treatment of Substance Abuse Disorders) (Continued)</b></p> <p>requirement unless the predominate purpose of the facility is the provision of mental health care services.</p> <p>To qualify for coverage, all services rendered outside of a state licensed or approved facility must be provided by an independently Licensed Mental Health Professional. For services provided in Massachusetts, a Licensed Mental Health Professional must be one of the following types of providers: a licensed physician who specializes in the practice of psychiatry; a licensed psychologist; a licensed independent clinical social worker; a licensed nurse mental health clinical specialist; a licensed marriage and family therapist; a licensed mental health counselor or a level I licensed alcohol and drug counselor. For services provided outside of Massachusetts, a Licensed Mental Health Professional is an independently licensed clinician with at least a Masters degree in a clinical mental health discipline from an accredited educational institution and at least two years of clinical experience. The term “clinical mental health discipline” includes the following: psychiatry; psychology; clinical social work; marriage and family therapy; clinical counseling; developmental psychology; pastoral counseling; psychiatric nursing; developmental or educational psychology; counselor education; or any other discipline deemed acceptable by the Plan.</p> <p><b>Benefits</b></p> <p>The Plan will provide coverage for the care of all conditions listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders. (The only exception is conditions for which only a “V Code” designation applies, which means that the condition is not attributable to a mental disorder.)</p> <p>Please refer to your Schedule of Benefits as it lists the Member Cost Sharing that apply to the coverage of these services.</p> <p>Covered mental health services include the following:</p> <p>a) <b>Mental Health Care Services</b></p> <p>Subject to the Member cost sharing stated in your Schedule of Benefits, the Plan provides coverage through the Behavioral Health Access Center for the following Medically Necessary mental health care services:</p> <ol style="list-style-type: none"> <li>1) <b>Inpatient Services</b> <ul style="list-style-type: none"> <li>• Hospitalization, including detoxification</li> </ul> </li> <li>2) <b>Intermediate Care Services</b> <ul style="list-style-type: none"> <li>• Acute residential treatment, including detoxification (long-term residential treatment is not covered), crisis stabilization, in home family stabilization</li> <li>• Intensive outpatient programs, partial hospitalization and day treatment programs for mental health and drug and alcohol rehabilitation services, 24-hour intermediate care facilities, and therapeutic foster care</li> </ul> </li> <li>3) <b>Outpatient Services</b> <ul style="list-style-type: none"> <li>• Care by a Licensed Mental Health Professional</li> <li>• Detoxification</li> <li>• Medication management</li> <li>• Methadone maintenance</li> <li>• Psychological testing and neuropsychological assessment.</li> </ul> </li> </ol> |

| Benefit   | Description  |
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| <p><b>29 . Ostomy Supplies</b></p>                                | <p>The Plan covers ostomy supplies up to the Benefit Limit listed in the Schedule of Benefits. Only the following supplies are covered:</p> <ul style="list-style-type: none"> <li>• Irrigation sleeves, bags and catheters</li> <li>• Pouches, face plates and belts</li> <li>• Skin barriers</li> </ul>  |
| <p><b>30 . Physician and Other Professional Office Visits</b></p> | <p>Physician services, including services of all covered medical professionals, can be obtained on an outpatient basis at a physician’s office or a hospital. These services may include:</p> <ul style="list-style-type: none"> <li>• Routine physical examinations, including routine gynecological examination and annual cytological screenings</li> <li>• Follow-up care provided by an obstetrician or gynecologist for obstetrical or gynecological conditions identified during maternity care or an annual gynecological visit</li> <li>• Immunizations, including childhood immunizations as recommended by the United States Department of Health and Human Services, Centers for Disease Control and Prevention and the American Academy of Pediatrics</li> <li>• Well baby and well child care, including physical examination, history, measurements, sensory screening, neuropsychiatric evaluation and developmental screening, and assessment at the following intervals:             <ul style="list-style-type: none"> <li>• At least six visits per Plan Year are covered for a child from birth to age one.</li> <li>• At least three visits per Plan Year are covered for a child from age one to age two.</li> <li>• At least one visit per Plan Year is covered for a child from age two to age six</li> </ul> </li> <li>• School, camp, sports and premarital examinations</li> <li>• Health education and nutritional counseling</li> <li>• Sickness and injury care</li> <li>• Allergy testing, antigens and treatments</li> <li>• Vision and Hearing screenings</li> <li>• Medication management</li> <li>• Consultations concerning contraception and hormone replacement therapy</li> <li>• Chemotherapy</li> <li>• Radiation therapy</li> <li>• Diagnostic screenings and tests (including EKGs)</li> </ul> <p><b>Please Note:</b> No Member Cost Sharing applies to certain preventive care services. For a list of covered preventive services, please see the Preventive Services notice at: <a href="http://www.harvardpilgrim.org/GIC">www.harvardpilgrim.org/GIC</a>.</p> |

| Benefit                                   | Description   |
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| <p><b>31 . Prosthetic Devices</b></p>     | <p>The Plan covers prosthetic devices when ordered by your Primary Choice Provider. The cost of the repair and maintenance of covered equipment is also covered.</p> <p>In order to be covered, all devices must be able to withstand repeated use. Coverage is only available for:</p> <ul style="list-style-type: none"> <li>• The least costly prosthetic device, adequate to allow you to perform Activities of Daily Living. Activities of Daily Living do not include special functions needed for occupational purposes or sports.</li> <li>• One item of each type of prosthetic device. No back-up items or items that serve a duplicate purpose are covered.</li> </ul> <p>Covered prostheses include:</p> <ul style="list-style-type: none"> <li>• Breast prostheses, including replacements and mastectomy bras</li> <li>• Prosthetic arms and legs (including myoelectric and bionic arms and legs)</li> <li>• Prosthetic eyes</li> </ul> <p>Any Member Cost Sharing amounts you are required to pay are based on the cost of equipment to the Plan.</p>   |
| <p><b>32 . Reconstructive Surgery</b></p> | <p>The Plan covers reconstructive and restorative surgical procedures as follows:</p> <ul style="list-style-type: none"> <li>• Reconstructive surgery is covered when the surgery can reasonably be expected to improve or correct a Physical Functional Impairment resulting from an accidental injury, illness, congenital anomaly, birth injury or prior surgical procedure. If reconstructive surgery is performed to improve or correct a Physical Functional Impairment, as stated above, Cosmetic Services that are incidental to that surgery are also covered. After a Physical Functional Impairment is corrected, no further Cosmetic Services are covered by the Plan.</li> <li>• Restorative surgery is covered to repair or restore appearance damaged by an accidental injury. (For example, this benefit would cover repair of a facial deformity following an automobile accident.)</li> </ul> <p>Benefits are also provided for post mastectomy care, including coverage for:</p> <ul style="list-style-type: none"> <li>• Prostheses and physical complications for all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient;</li> <li>• Reconstruction of the breast on which the mastectomy was performed; and</li> <li>• Surgery and reconstruction of the other breast to produce a symmetrical appearance.</li> </ul> <p>Coverage is also provided for the treatment of cleft lip and cleft palate for children under the age of 18, including coverage for:</p> <ul style="list-style-type: none"> <li>• Medical, dental, oral, and facial surgery, including surgery performed by oral and plastic surgeons, and surgical management and follow-up care related to such surgery;</li> <li>• Orthodontic treatment;</li> <li>• Preventative and restorative dentistry to ensure good health and adequate dental structures to support orthodontic treatment or prosthetic management therapy;</li> <li>• Speech therapy;</li> <li>• Audiology services; and</li> </ul> |

| Benefit   | Description  |
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| <b>Reconstructive Surgery (Continued)</b>                                   |  |
|   | <ul style="list-style-type: none"> <li>• Nutrition services.</li> </ul> <p>Benefits include coverage for procedures that must be done in stages, as long as you are an active Member. Membership must be effective on all dates on which services are provided.</p> <p>There is no coverage for Cosmetic Services or surgery except for (1) Cosmetic Services that are incidental to the correction of a Physical Functional Impairment, (2) restorative surgery to repair or restore appearance damaged by an accidental injury, and (3) post-mastectomy care as described above.</p> <p><b>Important Notice:</b> We use clinical guidelines to evaluate whether different types of reconstructive and restorative procedures are Medically Necessary. If you are planning to receive such treatment, you may review the current guidelines. To obtain a copy, please call <b>1-888-888-4742 ext. 38732</b>.</p>  |
| <b>33 . Rehabilitation Hospital Care</b>                                    |  |
|   | <p>The Plan covers care in a facility licensed to provide rehabilitative care on an inpatient basis. Coverage is provided when you need daily Rehabilitation Therapies that must be provided in an inpatient setting. Rehabilitation Therapies include cardiac rehabilitation therapy, physical therapy, pulmonary rehabilitation therapy, occupational therapy and speech therapy. The Benefit Limit is listed in the Schedule of Benefits.</p>   |
| <b>34 . Rehabilitation Therapies and Habilitation Services – Outpatient</b> |  |
|   | <p>The Plan covers the following outpatient Rehabilitation Therapies and Habilitation Services:</p> <ul style="list-style-type: none"> <li>• Occupational therapy</li> <li>• Physical therapy</li> <li>• Pulmonary rehabilitation therapy</li> </ul> <p>Outpatient Rehabilitation Therapies and Habilitation Services are covered up to the Benefit Limit listed in the Schedule of Benefits. Services are covered only:</p> <ul style="list-style-type: none"> <li>• If, in the opinion of your Primary Choice Provider, there is likely to be significant improvement in your condition within the period of time benefits are covered; and</li> <li>• When needed to improve your ability to perform Activities of Daily Living.</li> </ul> <p>Activities of Daily Living do not include special functions needed for occupational purposes or sports.</p> <p>Rehabilitation Therapies and Habilitation Services are also covered under your inpatient hospital and home health benefits.</p> <p><b>Please Note:</b> Outpatient physical and occupational therapies for children under the age of 3 are covered to the extent Medically Necessary. The Benefit Limit stated in the Schedule of Benefits does not apply.</p> |

| Benefit  | Description   |
|--|---|
| <b>35 . Scopic Procedures – Outpatient Diagnostic</b>    | <p>The Plan covers diagnostic scopic procedures and related services received on an outpatient basis.</p> <p>Diagnostic scopic procedures are those for visualization, biopsy and/or polyp removal. Scopic procedures are:</p> <ul style="list-style-type: none"> <li>• Colonoscopy</li> <li>• Endoscopy</li> <li>• Sigmoidoscopy</li> </ul> <p><b>Please Note:</b> No Member Cost Sharing applies to certain preventive care services. For a list of covered preventive services, please see the Preventive Services notice at: <a href="http://www.harvardpilgrim.org/GIC">www.harvardpilgrim.org/GIC</a>.</p>                      |
| <b>36 . Skilled Nursing Facility Care</b>                | <p>The Plan covers care in a health care facility licensed to provide skilled nursing care on an inpatient basis. Coverage is provided only when you need daily skilled nursing care that must be provided in an inpatient setting. The Benefit Limit is listed in the Schedule of Benefits.</p>  |
| <b>37 . Smoking Cessation</b>                            | <p>The Plan covers treatment for tobacco dependence/smoking cessation. The following services are covered:</p> <ul style="list-style-type: none"> <li>• Telephonic or face-to-face counseling. Face-to-face counseling may be completed in either individual or group sessions.</li> <li>• FDA-approved prescription medications for the treatment of smoking cessation, with limitations. Please visit <a href="http://www.harvardpilgrim.org/GIC">www.harvardpilgrim.org/GIC</a> contact the Member Services Department at 1-888-333-4742 for information on your coverage for prescription drugs for smoking cessation.</li> </ul> |
| <b>38 . Speech-Language and Hearing Services</b>         | <p>The Plan covers diagnosis and treatment of speech, hearing and language disorders to the extent Medically Necessary when provided by speech-language pathologists and audiologists.</p>  |
| <b>39 . Surgical Day Care</b>                            | <p>The Plan covers outpatient surgery, including related services. Outpatient surgery is defined as any surgery or procedure in a day surgery department, ambulatory surgery department or outpatient surgery center.</p> <p>There are certain specialized services for which you will be directed to a Center of Excellence for care. See section <i>I.D.7. Centers of Excellence</i> for more information.</p>  |
| <b>40 . Temporomandibular Joint Dysfunction Services</b> | <p>The Plan covers medical treatment of Temporomandibular Joint Dysfunction (TMD). Only the following services are covered:</p> <ul style="list-style-type: none"> <li>• Initial consultation with a physician</li> <li>• Physical therapy, subject to the visit limit for outpatient physical therapy</li> <li>• Surgery</li> <li>• X-rays</li> </ul> <p><b>Important Notice:</b> No Dental Care is covered for the treatment of Temporomandibular Joint Dysfunction (TMD).</p>  |

| Benefit                                 | Description   |
|---|---|
| <p><b>41 . Urgent Care Services</b></p> | <p>The Plan covers Urgent Care that you receive at (1) a convenience care clinic or (2) an urgent care clinic.</p> <p>Convenience care clinics provide treatment for minor illnesses and injuries. They are usually staffed by non-physician providers, such as nurse practitioners, and are located in stores, supermarkets or pharmacies. To see a list of convenience care clinics covered by the Plan, please refer to your Primary Choice Provider Directory and search under “convenience care.”</p> <p>Urgent care clinics provide treatment for illnesses and injuries that require urgent attention but are not life threatening. Urgent care clinics are independent clinics or certain hospital-owned clinics that provide Urgent Care services. Urgent care clinics are staffed by doctors, nurse practitioners, and physician assistants. To see a list of urgent care clinics covered by the Plan, please refer to your Primary Choice Provider Directory and search under “urgent care.”</p> <p>Some hospitals provide Urgent Care services as part of the hospital’s outpatient services. Because the services provided are considered outpatient hospital services, only the hospitals are listed in the Primary Choice Provider Directory.</p> <p>Coverage for Urgent Care is provided for services that are required to prevent deterioration to your health resulting from an unforeseen sickness or injury. Covered Benefits include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Care for minor cuts, burns, rashes or abrasions, including suturing</li> <li>• Treatment for minor illnesses and infections, including ear aches</li> <li>• Treatment for minor sprains or strains</li> </ul> <p>You do not need to obtain a Referral from your PCP to be covered for Urgent Care services at an urgent care or convenience clinic.</p> <p>Whenever possible, you should contact your PCP prior to obtaining care at either a convenience care clinic or an urgent care clinic. Your PCP may be able to provide the services you require at a lower out-of-pocket cost. In addition, your PCP is responsible for coordinating your health care services and should know about the services you receive.</p> <p><b>Important Notice:</b> Urgent Care is not emergency care. You should call 911 or go directly to a hospital emergency room if you suspect you are having a Medical Emergency. These include heart attack or suspected heart attack, shock, major blood loss, or loss of consciousness. Please see section <i>I.D.8. Medical Emergency Services</i> for more information.</p> |
| <p><b>42 . Vision Services</b></p>      | <p><b>Routine Eye:</b></p> <p>The Plan covers routine eye examinations. The Benefit Limit is listed in the Schedule of Benefits.</p> <p><b>Vision Hardware for Special Conditions:</b></p> <p>The Plan provides coverage for contact lenses or eyeglasses needed for the following conditions:</p> <ul style="list-style-type: none"> <li>• Keratoconus. One pair of contact lenses is covered per Plan Year. The replacement of lenses, due to a change in the Member’s condition, is limited to 3 per affected eye per Plan Year.</li> </ul>  |

| Benefit  | Description  |
|--|--|
| <b>Vision Services (Continued)</b>             |  |
|  | <ul style="list-style-type: none"> <li>• Post-cataract surgery with an intraocular lens implant (pseudophakes). Coverage is limited to \$140 per surgery toward the purchase of eyeglass frames and lenses. The replacement of lenses due to a change in the Member's prescription of .50 diopters or more within 90 days of the surgery is covered up to a limit of \$140.</li> <li>• Post-cataract surgery without lens implant (aphakes). One pair of eyeglass lenses or contact lenses is covered per Plan Year. Coverage of up to \$50 per Plan Year is also provided for the purchase of eyeglass frames. The replacement of lenses due to a change in the Member's condition is also covered. Replacement of lenses due to wear, damage, or loss, is limited to 3 per affected eye per Plan Year.</li> <li>• Post-retinal detachment surgery. For a Member who wore eyeglasses or contact lenses prior to retinal detachment surgery, the Plan covers the full cost of one lens per affected eye up to one Plan Year after the date of surgery. For Members who have not previously worn eyeglasses or contact lenses, the Plan covers either (1) eyeglass lenses and up to \$50 toward the purchase of the frames, or (2) a pair of contact lenses.</li> </ul> |
| <b>43 . Voluntary Sterilization</b>            |  |
|  | <p>The Plan covers voluntary sterilization, including tubal ligation and vasectomy.</p> <p><b>Please Note:</b> No Member Cost Sharing applies to certain preventive care services. For a list of covered preventive services, please see the Preventive Services notice at: <a href="http://www.harvardpilgrim.org/GIC">www.harvardpilgrim.org/GIC</a>.</p>  |
| <b>44 . Voluntary Termination of Pregnancy</b> |  |
|  | <p>The Plan covers voluntary termination of pregnancy.</p>   |
| <b>45 . Wigs and Scalp Hair Protheses</b>      |  |
|  | <p>The Plan covers wigs and scalp hair protheses when needed as a result of any form of cancer or leukemia, alopecia areata, alopecia totalis or permanent hair loss due to injury.</p>  |

## IV. Exclusions

The exclusions headings in this section are intended to group together services, treatments, items, or supplies that fall into a similar category. Actual exclusions appear underneath the headings. A heading does not create, define, modify, limit or expand an exclusion.

The services listed in the table below are not covered by the Plan:

| Exclusion   | Description   |
|---|---|
| <b>1 . Alternative Treatments</b>                             | <ol style="list-style-type: none"> <li>1. Acupuncture services.</li> <li>2. Alternative or holistic services and all procedures, laboratories and nutritional supplements associated with such treatments.</li> <li>3. Aromatherapy, treatment with crystals and alternative medicine.</li> <li>4. Any of the following types of programs: Health resorts, spas, recreational programs, camps, wilderness programs (therapeutic outdoor programs), outdoor skills programs, educational programs for children in residential care, self-help programs, life skills programs, relaxation or lifestyle programs, including any services provided in conjunction with, or as part of such types of programs</li> <li>5. Massage therapy.</li> <li>6. Myotherapy</li> </ol> |
| <b>2 . Dental Services</b>                                    | <ol style="list-style-type: none"> <li>1. Dental services, except the specific dental services listed as Covered Benefits in this Benefit Handbook and your Schedule of Benefits.</li> <li>2. All services of a dentist for Temporomandibular Joint Dysfunction (TMD).</li> <li>3. Preventive Dental Care.</li> </ol>   |
| <b>3 . Durable Medical Equipment and Prosthetic Devices</b>   | <ol style="list-style-type: none"> <li>1. Any devices or special equipment needed for sports or occupational purposes</li> <li>2. Any home adaptations, including, but not limited to home improvements and home adaptation equipment.</li> <li>3. Devices and procedures intended to reduce snoring including, but not limited to, laser-assisted uvulopalatoplasty, somnoplasty, and snore guards</li> <li>4. Non-durable medical equipment, unless used as part of the treatment at a medical facility or as part of approved home health care services.</li> <li>5. Repair or replacement of durable medical equipment or prosthetic devices as a result of loss, negligence, willful damage, or theft.</li> </ol>  |
| <b>4 . Experimental, Unproven or Investigational Services</b> | <ol style="list-style-type: none"> <li>1. Any products or services, including, but not limited to, drugs, devices, treatments, procedures, and diagnostic tests that are Experimental, Unproven, or Investigational.</li> </ol>   |
| <b>5 . Foot Care</b>  | <ol style="list-style-type: none"> <li>1. Foot orthotics, except for the treatment of severe diabetic foot disease</li> <li>2. Routine foot care. Examples include nail trimming, cutting or debriding and the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Members with diabetes.</li> </ol>  |

| Exclusion                              | Description  |
|--|--|
| <b>6 . Gender Reassignment Surgery</b> | <ol style="list-style-type: none"> <li>1. Face-lifting.</li> <li>2. Lip reduction/enhancement.</li> <li>3. Blepharoplasty.</li> <li>4. Laryngoplasty, or other voice modification surgery.</li> <li>5. Facial implants or injections.</li> <li>6. Silicone injections of the breast.</li> <li>7. Liposuction.</li> <li>8. Electrolysis, hair removal, or hair transplantation.</li> <li>9. Collagen injections.</li> <li>10. Removal of redundant skin.</li> <li>11. Reversal of gender reassignment surgery and all related drugs and procedures.</li> </ol>  |
| <b>7 . Maternity Services</b>          | <ol style="list-style-type: none"> <li>1. Childbirth classes.</li> <li>2. Delivery outside the Service Area after the 37th week of pregnancy, or after you have been told that you are at risk for early delivery.</li> <li>3. Planned home births.</li> <li>4. Routine pre-natal and post-partum care when you are traveling outside the Service Area.</li> </ol>   |
| <b>8 . Mental Health Care</b>          | <ol style="list-style-type: none"> <li>1. Biofeedback.</li> <li>2. Educational services or testing, except services covered under the benefit for Early Intervention Services. No benefits are provided: (1) for educational services intended to enhance educational achievement; (2) to resolve problems of school performance; (3) to treat learning disabilities; (4) for driver alcohol education; or (5) for community reinforcement approach and assertive continuing care.</li> <li>3. Sensory integrative praxis tests.</li> <li>4. Services for any condition with only a "V Code" designation in the Diagnostic and Statistical Manual of Mental Disorders, which means that the condition is not attributable to a mental disorder.</li> <li>5. Mental health care that is (1) provided to Members who are confined or committed to a jail, house of correction, prison, or custodial facility of the Department of Youth Services; or (2) provided by the Department of Mental Health.</li> <li>6. Services or supplies for the diagnosis or treatment of mental health and substance abuse disorders that, in the reasonable judgment of the Behavioral Health Access Center, are any of the following: <ul style="list-style-type: none"> <li>• Not consistent with prevailing national standards of clinical practice for the treatment of such conditions.</li> <li>• Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.</li> </ul> </li> </ol> |

| Exclusion                             | Description   |
|---------------------------------------|---|
| <b>Mental Health Care (Continued)</b> |   |
|                                       | <ul style="list-style-type: none"> <li>• Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.</li> </ul> <p>7. Services related to autism spectrum disorders provided under an individualized education program (IEP), including any services provided under an IEP that are delivered by school personnel or any services provided under an IEP purchased from a contractor or vendor.</p>  |
| <b>9 . Physical Appearance</b>        |   |
|                                       | <ol style="list-style-type: none"> <li>1. Cosmetic Services, including drugs, devices, treatments and procedures, except for (1) Cosmetic Services that are incidental to the correction of a Physical Functional Impairment, (2) restorative surgery to repair or restore appearance damaged by an accidental injury, and (3) post-mastectomy care.</li> <li>2. Hair removal or restoration, including, but not limited to, electrolysis, laser treatment, transplantation or drug therapy.</li> <li>3. Liposuction or removal of fat deposits considered undesirable.</li> <li>4. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures).</li> <li>5. Skin abrasion procedures performed as a treatment for acne.</li> <li>6. Treatment for skin wrinkles or any treatment to improve the appearance of the skin.</li> <li>7. Treatment for spider veins.</li> </ol>   |
| <b>10 . Procedures and Treatments</b> |   |
|                                       | <ol style="list-style-type: none"> <li>1. Care by a chiropractor outside the scope of standard chiropractic practice, including but not limited to, surgery, prescription or dispensing of drugs or medications, internal examinations, obstetrical practice, or treatment of infections and diagnostic testing for chiropractic care other than an initial x-ray.</li> <li>2. Commercial diet plans, weight loss programs and any services in connection with such plans or programs.</li> <li>3. If a service is listed as requiring that it be provided at a Center of Excellence, no coverage will be provided under this Handbook if that service is received from a Provider that has not been designated as a Center of Excellence. Please see section <i>I.D.7. Centers of Excellence</i> for more information.</li> <li>4. Nutritional or cosmetic therapy using vitamins, minerals or elements, and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).</li> <li>5. Physical examinations and testing for insurance, licensing or employment.</li> <li>6. Services for Members who are donors for non-Members, except as described under Human Organ Transplant Services.</li> <li>7. Testing for central auditory processing.</li> <li>8. Group diabetes training, educational programs or camps.</li> </ol> |

| Exclusion  | Description  |
|--|--|
| <b>11 . Providers</b>                            | <ol style="list-style-type: none"> <li>1. Charges for services provided after the date on which your membership ends.</li> <li>2. Charges for any products or services, including, but not limited to, professional fees, medical equipment, drugs, and hospital or other facility charges, that are related to any care that is not a Covered Benefit under this Handbook.<br/>Charges for any products or services, including, but not limited to, professional fees, medical equipment, drugs, and hospital or other facility charges, that are related to any care that is not a Covered Benefit under this Handbook.</li> <li>3. Charges for missed appointments.</li> <li>4. Concierge service fees. (See section <i>I.H. PROVIDER FEES FOR SPECIAL SERVICES (CONCIERGE SERVICES)</i> for more information).</li> <li>5. Inpatient charges after your hospital discharge.</li> <li>6. Provider's charge to file a claim or to transcribe or copy your medical records.</li> <li>7. Services or supplies provided by: (1) anyone related to you by blood, marriage or adoption, or (2) anyone who ordinarily lives with you.</li> </ol> |
| <b>12 . Reproduction</b>                         | <ol style="list-style-type: none"> <li>1. Any form of Surrogacy or services for a gestational carrier.</li> <li>2. Infertility drugs if a Member is not in a Plan authorized cycle of infertility treatment.</li> <li>3. Infertility treatment for Members who are not medically infertile.</li> <li>4. Reversal of voluntary sterilization (including any services for infertility related to voluntary sterilization or its reversal).</li> <li>5. Sperm collection, freezing and storage except as described in the section <i>III. Covered Benefits, Infertility Services and Treatment</i>.</li> <li>6. Sperm identification when not Medically Necessary (e.g., gender identification).</li> <li>7. The following fees: wait list fees, non-medical costs, shipping and handling charges etc.</li> </ol>   |
| <b>13 . Services Provided Under Another Plan</b> | <ol style="list-style-type: none"> <li>1. Costs for any services for which you are entitled to treatment at government expense, including military service connected disabilities.</li> <li>2. Costs for services for which payment is required to be made by a Workers' Compensation plan or an Employer under state or federal law</li> </ol>  |

| Exclusion                        | Description  |
|----------------------------------|--|
| <b>14 . Types of Care</b>        | <ol style="list-style-type: none"> <li>1. Custodial Care.</li> <li>2. Recovery programs including rest or domiciliary care, sober houses, transitional support services, and therapeutic communities.</li> <li>3. All institutional charges over the semi-private room rate, except when a private room is Medically Necessary.</li> <li>4. Home health care services that extend beyond care on a short-term intermittent basis, as described under the Home Health Care benefit.</li> <li>5. Pain management programs or clinics.</li> <li>6. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation.</li> <li>7. Private duty nursing.</li> <li>8. Sports medicine clinics.</li> <li>9. Vocational rehabilitation, or vocational evaluations on job adaptability, job placement, or therapy to restore function for a specific occupation.</li> </ol>   |
| <b>15 . Vision and Hearing</b>   | <ol style="list-style-type: none"> <li>1. Eyeglasses, contact lenses and fittings, except as listed in this Benefit Handbook.</li> <li>2. Hearing aid batteries, and any device used by individuals with hearing impairment to communicate over the telephone or internet, such as TTY or TTD.</li> <li>3. Refractive eye surgery, including but not limited to, lasik surgery, orthokeratology and lens implantation for the correction of naturally occurring myopia, hyperopia and astigmatism</li> </ol>   |
| <b>16 . All Other Exclusions</b> | <ol style="list-style-type: none"> <li>1. Any service or supply furnished in connection with a non-Covered Benefit.</li> <li>2. Beauty or barber service.</li> <li>3. All food or nutritional supplements except those covered under the benefits for (1) low protein foods and (2) medical formulas.</li> <li>4. Guest services.</li> <li>5. Services for non-Members.</li> <li>6. Services for which no charge would be made in the absence of insurance.</li> <li>7. Services for which no coverage is provided by the Plan.</li> <li>8. Services that are not Medically Necessary.</li> <li>9. Services your PCP or Primary Choice Provider has not provided, arranged or approved except as described in the sections <i>I.D.1. Your PCP Manages Your Health Care</i> and <i>I.D.10. Services That Do Not Require a Referral</i></li> <li>10. Taxes or governmental assessments on services or supplies.</li> <li>11. Transportation other than by ambulance.</li> <li>12. The following products and services: <ul style="list-style-type: none"> <li>• Air conditioners, air purifiers and filters, dehumidifiers and humidifiers.</li> <li>• Car seats.</li> <li>• Chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners.</li> </ul> </li> </ol> |

| Exclusion                               | Description   |
|---|---|
| <b>All Other Exclusions (Continued)</b> |   |
|   | <ul style="list-style-type: none"> <li>• Electric scooters.</li> <li>• Exercise equipment.</li> <li>• Home modifications including but not limited to elevators, handrails and ramps.</li> <li>• Hot tubs, jacuzzis, saunas or whirlpools.</li> <li>• Mattresses.</li> <li>• Medical alert systems.</li> <li>• Motorized beds.</li> <li>• Pillows.</li> <li>• Power-operated vehicles.</li> <li>• Stair lifts and stair glides.</li> <li>• Strollers.</li> <li>• Safety equipment.</li> <li>• Vehicle modifications including but not limited to van lifts.</li> <li>• Telephone.</li> <li>• Television.</li> </ul> |

## V. STUDENT DEPENDENT COVERAGE

When your eligible Dependent child goes to school away from home, he or she is still covered by the Plan. The Plan coverage works one of two ways for student Dependents, depending on where they get care while they go to school.

### A. STUDENTS INSIDE THE ENROLLMENT AREA

If your Dependent child goes to school inside the Enrollment Area, then he or she can choose a Primary Choice Provider PCP near school. This PCP manages your child's care just as your PCP does for you and there is no change in the coverage provided to your child.

The Enrollment Area is a list of cities and towns where Primary Choice Providers are available to manage your care. You may obtain the list of the cities and towns of the current Enrollment Area from HPHC's Member Services Department. HPHC may revise the Enrollment Area from time to time.

### B. STUDENTS OUTSIDE THE ENROLLMENT AREA

If your Dependent child goes to school outside the Enrollment Area, the Plan provides special coverage for certain services. This is because there are no nearby Primary Choice Providers to care for your child while he or she is away at school.

Unlike the benefit for travel available to all Members, this special out-of-area benefit for student Dependents covers many services that could have been foreseen before your child left the Enrollment Area. All the rules and limits on coverage listed in the Benefit Handbook apply to these benefits, except that, when outside of the Enrollment Area, your Dependent child does not need to (1) obtain medical services from Primary Choice Providers or (2) obtain a Referral from his or her PCP for such services.

**Please note: Your Dependent child is entitled to all the benefits in this Handbook when he or she returns to the Enrollment Area and receives care from Primary Choice Providers. Services obtained outside the Enrollment Area count toward any applicable Benefit Limits. No additional benefits are provided under this section.**

#### 1. Benefits for Out-of-Area Student Coverage:

For Dependents who attend school outside the Enrollment Area, the Plan covers the services described below when Medically Necessary.

Copayments will be applied as listed in the Schedule of Benefits.

#### i. Outpatient Medical Services

While attending school outside the Enrollment Area, student Dependents are covered for all of the outpatient medical services described in this Handbook, except those listed below. While outside the Enrollment Area, covered outpatient medical services may be obtained from any licensed Provider.

The following services are **not covered** outside the Enrollment Area. They are only covered inside the Enrollment Area when obtained from a Primary Choice Provider:

- Routine examinations and preventive care, including immunizations;
- The limited dental benefits (described in the section titled *Dental Services*).
- Home health care, including maternity home care programs and house calls;
- Maintenance or replacement of prosthetic devices or durable medical equipment;
- Cosmetic surgery;
- Elective procedures including outpatient surgical procedures; and
- Second opinions.

Elective procedures are medical services that can be delayed until the student Dependent returns to the Enrollment Area without causing harm to his or her health. Most elective procedures also require a Referral from the Member's PCP. (Please see section *I.D.10. Services That Do Not Require a Referral* for a list of services that do not require a Referral.) Mental health care (including the treatment of substance abuse disorders) will never be considered elective.

The following services are **covered** outside the Enrollment Area. Coverage is provided for:

- **Outpatient services** including care that could not have been foreseen before leaving the Enrollment Area, care for an illness or injury, and follow-up care when directed and arranged by a Member's PCP/Provider.
- **Outpatient mental health care services** received while out-of-area is the same as that provided for services received inside the Enrollment Area. Please see the Mental Health Care

## THE HARVARD PILGRIM PRIMARY CHOICE<sup>SM</sup> PLAN FOR GROUP INSURANCE COMMISSION MEMBERS - MASSACHUSETTS

(Including the Treatment of Substance Abuse Disorders) benefit for more detail.

- **Outpatient substance abuse rehabilitation services** received while out-of-area is the same as that provided for services received inside the Enrollment Area. Please see the Mental Health Care (Including the Treatment of Substance Abuse Disorders) benefit for more detail.
- **Medication evaluation and monitoring** for the purpose of managing a mental health or substance abuse disorder received while out-of-area is the same as that provided for services received inside the Enrollment Area.
- **Prescription drugs and supplies** is provided under the Prescription Drug Benefit and includes: prescription drugs, diaphragms, cervical caps, and the following diabetic supplies: insulin, syringes and blood and urine testing products when prescribed by a physician or dentist in conjunction with Covered Benefits received while out-of-area.
- **Inpatient services** needed to prevent serious deterioration of a Member's health is the same as that provided for services received inside the Enrollment Area. If your Dependent child is hospitalized, you or your Dependent child must call the Plan at **1-888-333-4742** within 48 hours of hospitalization or as soon as you can. This telephone number can also be found on your ID card.
- **Maternity services** including:
  - Outpatient maternity care, including prenatal examinations, tests, and diet regulation
  - Outpatient postpartum care
  - Inpatient care for childbirth, miscarriage or complications of pregnancy
  - Midwife services
- **Administration of allergy shots** including antigens, extracts and venoms used in allergy treatment.
- **Follow-up immunizations** of Gardasil for HPV when the required three injections have not been completed in-network.
- **Follow-up treatment** of illness or injury, including ancillary services that are Medically Necessary.
- **Therapeutic injections** related to an ongoing medical problem.
- **Elective abortion** when the procedure cannot be delayed until the Member returns to the

Enrollment Area without permanent damage to the Member's health.

### 2. Inpatient Medical Services

While attending school outside the Enrollment Area, student Dependents are covered for all of the inpatient medical services listed in this Handbook, except for elective procedures. While outside the Enrollment Area, covered inpatient medical services may be obtained from any licensed Provider. If your Dependent child is hospitalized, you or your Dependent child must call the Plan at **1-888-333-4742** within 48 hours of hospitalization or as soon as you can. This telephone number can also be found on your ID card.

### 3. Mental Health Care (including the treatment of substance abuse disorders)

HPHC has access to a national Network of Providers of mental health care (including the treatment of substance abuse disorders). If a student Dependent needs such services, he or she should call the Behavioral Health Access Center at **1-800-777-4742**. This number is staffed by licensed mental health clinicians. The staff of the Behavioral Health Access Center will assist in finding the appropriate Providers and arranging required services while away at school.

## VI. Reimbursement and Claims Procedures

The information in this section applies when you receive Covered Benefits from a Non-Plan Provider. This should only happen only when you get care:

- In a Medical Emergency; or
- When you are temporarily traveling outside Massachusetts.

In most cases you should not receive bills from a Primary Choice Provider for Covered Benefits unless the Provider is billing you for a Copayment, Deductible, or Coinsurance.

### A. BILLING BY PROVIDERS

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If you get a bill for a Covered Benefit you may ask the Provider to:

- 1) Bill us on standard health care claim forms (such as the CMS 1500 or the UB04 form); and
- 2) Send it to us at the address listed on the back of your Plan ID card.

### B. REIMBURSEMENT FOR BILLS YOU PAY

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If you pay a Provider who is not a Primary Choice Provider for a Covered Benefit, we will reimburse you less your applicable Member Cost Sharing.

#### Claims for Mental Health Care:

**HPHC — Behavioral Health Access Center**  
**P.O. Box 31053**  
**Laguna Hills, CA 92654**

#### Claims for Pharmacy Services:

**MedImpact**  
**DMR Department**  
**10680 Trenea Street, 5th Floor**  
**San Diego,, CA 92131**

#### All Other Claims:

**HPHC Claims**  
**P.O. Box 699183**  
**Quincy, MA 02269-9183**

To obtain reimbursement for a bill you have paid, other than for pharmacy items, you must provide us with all of the following information:

- 1) The Member's full name and address
- 2) The Member's date of birth
- 3) The Member's Plan ID number (on the front of the Member's Plan ID card)

- 4) The name and address of the person or facility providing the services for which a claim is made and their tax identification number
- 5) The Member's diagnosis or ICD 9 code
- 6) The date the service was rendered
- 7) The CPT code (or a brief description of the illness or injury) for which payment is sought
- 8) The amount of the provider's charge
- 9) Proof that you have paid the bill

**Important Notice:** We may need more information for some claims. If you have any questions about claims, please call our Member Services Department at **1-888-333-4742**.

#### 1. International Claims

If you are requesting reimbursement for services received while outside of the United States you must submit an International Claim Form. The form can be found online at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling the Member Services Department. In addition to the International Claim Form, you will need to submit an itemized bill and proof of payment. We may also require you to provide additional documentation, including, but not limited to: (1) records from financial institutions clearly demonstrating that you have paid for the services that are the subject of the claim; and (2) the source of the funds used for payment.

#### 2. Pharmacy Claims

To obtain reimbursement for pharmacy bills you have paid, you must submit a Prescription Claim Form. The form can be obtained online at [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling the Member Services Department at **1-888-333-4742**.

In addition to sending the Prescription Claim Form, you must send a drug receipt showing the items for which reimbursement is requested.

The following information must be on the Prescription Claim Form:

- The Member's name and Plan ID number
- The name of the drug or medical supply
- The quantity
- The number of days supply of the medication provided
- The date the prescription was filled

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- The prescribing Provider's name
- The pharmacy name and address
- The amount you paid

most the Plan will pay for such services is the Allowed Amount. You may have to pay the balance if the claim is for more than the Allowed Amount.

Members may contact the MedImpact help desk at **1-800-788-2949** regarding pharmacy claims

#### **C. THE LIMITS ON FILING CLAIMS**

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To be eligible for payment, we must receive claims within two years of the date care was received.

#### **D. TIME LIMITS FOR THE REVIEW OF CLAIMS**

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HPHC will generally review claims within the time limits below. Under some circumstances these time limits may be extended by the Plan upon notice to Members. Unless HPHC notifies a Member that an extension is required, the review for the types of claims outlined below will be as follows:

- Pre-service claims. A pre-Service claim is one in which coverage is requested for a health care service that the Member has not yet received. Pre-service claims will generally be processed within 72 hours of receipt of the claim by HPHC.
- Post-service claims. A post-service claim requests coverage of a health care service that the Member has already received. Post-service claims will generally be processed within 30 days after receipt of the claim by HPHC.
- Urgent Care claims. Urgent Care claims will generally be processed within 72 hours of receipt of the claim by HPHC. An Urgent Care claim is one which the use of the standard time period for processing pre-service claims:
  1. Could seriously jeopardize a Member's life or health or ability to regain maximum function; or
  2. Would result in severe pain that cannot be adequately managed without care or treatment requested.

If a physician with knowledge of the Member's medical condition determines that one of the criteria has been met, the claim will be treated as an Urgent Care claim by HPHC.

#### **E. PAYMENT LIMIT**

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The Plan limits the amount payable for services that are not rendered by Primary Choice Providers. The

## VII. Appeals and Complaints

This section explains the procedures for processing appeals and complaints and the options available if an appeal is denied.

### A. BEFORE YOU FILE AN APPEAL

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Claim denials may result from a misunderstanding with a Provider or a claim processing error. Since these problems can be easy to resolve, we recommend that Members contact an HPHC Member Services Associate prior to filing an appeal. (A Member Services Associate can be reached toll free at **(888) 333-4742** or at **711** for TTY service.) The Member Services Associate will investigate the claim and either resolve the problem or explain why the claim is being denied. If you are dissatisfied with the response of the Member Services Associate, you may file an appeal using the procedures outlined below.

### B. MEMBER APPEAL PROCEDURES

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Any Member who is dissatisfied with a decision on the coverage of services may appeal to HPHC. Appeals may also be filed by a Member's authorized representative, including a Provider acting on a Member's behalf. HPHC has established the following steps to ensure that Members receive a timely and fair review of internal appeals.

A Member may also appeal a rescission of coverage. A rescission of coverage is defined in section VII.C. *WHAT YOU MAY DO IF YOUR APPEAL IS DENIED.*

HPHC staff is available to assist you with the filing of an appeal. If you wish such assistance, please call **(888) 333-4742**.

#### 1. Initiating Your Appeal

To initiate your appeal, you or your representative can mail or FAX a letter to us about the coverage you are requesting and why you feel the denial should be overturned. (If your appeal qualifies as an expedited appeal, you may contact us by telephone. (See section VII.B.3. *The Expedited Appeal Process* for the expedited appeal process.)

You must file your appeal within 180 days after you receive notice that a claim has been denied. Please be as specific as possible in your appeal request. We need all the important details in order to make a fair decision, including pertinent medical records and itemized bills.

If you have a representative submit an appeal on your behalf, the appeal should include a statement, signed by you, authorizing the representative to act on your behalf. In the case of an expedited appeal relating to Urgent Care, such authorization may be provided within 48 hours after submission of the appeal. Where Urgent Care is involved, a medical provider with knowledge of your condition, such as your treating physician, may act as your representative without submitting an authorization form you have signed.

For all appeals, except mental health care (including the treatment of substance abuse disorders), please send your request to the following address:

**Appeals and Grievances Analyst  
Customer Service Department  
1600 Crown Colony Drive  
Quincy, MA 02169  
Telephone: 1-888-333-4742  
Fax: 1-617-509-3085  
[www.harvardpilgrim.org](http://www.harvardpilgrim.org)**

If your appeal involves mental health care (including the treatment of substance disorders), please send it to the following address:

**HPHC Behavioral Health Access Center  
c/o United Behavioral Health  
Appeals Department  
100 East Penn Square, Suite 400  
Philadelphia, PA 19107  
Telephone: 1-888-777-4742  
Fax: 1-888-881-7453**

No appeal shall be deemed received until actual receipt by HPHC at the appropriate address or telephone number listed above.

When we receive your appeal, we will assign an Appeal and Grievances Analyst to coordinate your appeal throughout the appeal process. We will send you an acknowledgement letter identifying your Appeal and Grievances Analyst. That letter will include detailed information about the appeal process. Your Appeal and Grievances Analyst is available to answer any questions you may have about your appeal. Please feel free to contact your Appeal and Grievances Analyst if you have any questions or concerns at any time during the appeal process.

#### 2. The Standard Appeal Process

The Appeal and Grievances Analyst will investigate your appeal and determine if additional information

is required. Such information may include medical records, statements from your doctors, and bills and receipts for services you have received. You may also provide HPHC with any written comments, documents, records or other information related to your claim.

HPHC divides standard appeals into two types, “Pre-Service Appeals” and “Post-Service Appeals,” as follows:

- A “Pre-Service Appeal” requests coverage of a health care service that the Member has not yet received.
- A “Post-Service Appeal” requests coverage of a denied health care service that the Member has already received.

HPHC will review Pre-Service Appeals and send a written decision within 30 days of the date the appeal was received by HPHC. HPHC will review Post-Service Appeals and send a written decision within 60 days of the date the appeal was received by HPHC. These time limits may be extended by mutual agreement between you and HPHC.

After we receive all the information needed to make a decision, your Appeal Analyst will inform you, in writing, whether your appeal is approved or denied. HPHC’s decision of your appeal will include: (1) a summary of the facts and issues in the appeal; (2) a summary of the documentation relied upon; (3) the specific reasons for the decision, including the clinical rationale, if any; (4) the identification of any medical or vocational expert consulted in reviewing your appeal, and (5) any other information required by law. This decision is HPHC’s final decision under the appeal process. If HPHC’s decision is not fully in your favor, the decision will also include a description of other options for further review of your appeal. These are also described in section VII.C. *WHAT YOU MAY DO IF YOUR APPEAL IS DENIED*, below.

If your appeal involves a decision on a medical issue, the Appeal and Grievances Analyst will obtain the opinion of a qualified physician or other appropriate medical specialist. The health care professional conducting the review must not have either participated in any prior decision concerning the appeal or be the subordinate of the original reviewer. Upon request, your Appeal and Grievances Analyst will provide you with a copy, free of charge, of any written clinical criteria used to decide your appeal and, where required by law, the identity of the physician (or other medical specialist) consulted concerning the decision.

You have the right to receive, free of charge, all documents, records or other information relevant to the initial denial and your appeal.

### **3. The Expedited Appeal Process**

HPHC will provide you with an expedited review if your appeal involves medical services which, in the opinion of a physician with knowledge of your medical condition:

- Could, if delayed, seriously jeopardize your life or health or ability to regain maximum function,
- Would, if delayed, result in severe pain that cannot be adequately managed without the care or treatment requested.

If your appeal involves services that meet one of these criteria, please inform us and we will provide you with an expedited review.

You, your representative or a Provider acting on your behalf may request an expedited appeal by telephone or fax. (Please see “Initiating Your Appeal,” above, for the telephone and fax numbers.)

HPHC will investigate and respond to your request within 72 hours. We will notify you of the decision on your appeal by telephone and send you a written decision within two business days thereafter.

If you request an expedited appeal of a decision to discharge you from a hospital, the Plan will continue to pay for your hospitalization until we notify you of our decision. Such notice may be provided by telephone or any other means.

Except as otherwise required by law, the expedited appeal process is limited to the circumstances listed above. Your help in promptly providing all necessary information is important for us to provide you with this quick review. If we do not have sufficient information necessary to decide your appeal, HPHC will notify you that additional information is required within 24 hours after receipt of your appeal.

**Important Notice:** If you are filing an expedited appeal with HPHC, you may also file a request for expedited external review at the same time. You do not have to wait until HPHC completes your expedited appeal to file for expedited external review. Please see section VII.C. *WHAT YOU MAY DO IF YOUR APPEAL IS DENIED*, below for information on how to file for external review.

### C. WHAT YOU MAY DO IF YOUR APPEAL IS DENIED

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If you disagree with the denial of your appeal you may be entitled to seek external review through an Independent Review Organization (IRO). **You must request external review within four (4) calendar months of the date you receive notice that your appeal has been denied.** If we send a notice of the denial of an appeal by First Class Mail, we will assume receipt of that notice five (5) days after the date of mailing.

An IRO provides you with the opportunity for a review of your appeal by an independent organization that is separate from HPHC and the GIC. The decision of the IRO is binding on both you and the Plan (except to the extent that other remedies are available under state or federal law).

You, your representative, or a provider acting on your behalf, may request external review by sending a completed “Request for Voluntary Independent External Review” form by mail or fax to your Appeals and Grievances Analyst at the following address:

**Appeals and Grievances Analyst  
Customer Service Department  
1600 Crown Colony Drive  
Quincy, MA 02169  
Telephone: 1-888-333-4742  
Fax: 1-617-509-3085**

You or your representative may request expedited external review by telephone. Please call your Appeals and Grievances Analyst, if one has been assigned to your appeal. You may also request expedited external review by calling a Member Services Associate at **1-888-333-4742**.

In addition to the requirements for external review, stated below, to be eligible for expedited external review, the appeal must meet the criteria for an expedited appeal stated above in section VII.B.3. *The Expedited Appeal Process*.

In submitting a request for external review, you understand that if HPHC determines that the appeal is eligible for external review, HPHC will send a copy of the complete appeal file directly to the IRO.

In order to be eligible for external review, your appeal must meet each of the following requirements: a. You must request external review within four (4) calendar months of the date you receive notice that your appeal has been denied. If we send a notice of the denial of an appeal by First Class Mail, we will assume receipt of that notice five (5) days after the date of mailing. b.

You must pay the \$25 external review filing fee (up to \$75 per year if you file more than one request). The fee will be returned to you if your appeal is approved by the IRO. The fee may be waived upon a showing of undue financial hardship. c. Your appeal must involve a denial of coverage based on either: (1) a medical judgment; or (2) a rescission of coverage. The meaning of these terms is as follows: Medical Judgment. A “medical judgment” includes, but is not limited to, the following types of decisions: (i) whether the service is Medically Necessary; (ii) whether the health care facility, level of care, or service is appropriate for treatment of the Member’s condition; (iii) whether the service is likely to be effective, or more effective than an alternative service, in treating a Member’s condition; or (iv) whether the service is Experimental, Unproven or Investigational. A medical judgement does not include a decision that is based on an interpretation of the law, or the benefits or wording of your Plan, without consideration of your clinical condition or what is best for you medically. Unless a medical judgment is involved, external review is not available for certain types of appeals. These include the following:

- Denials of coverage based on the Benefit Limits stated in your Plan documents
- Denials of coverage for services excluded under your Plan (except Experimental, Unproven or Investigational services)
- Denials of coverage based on the Member Cost Sharing requirements stated in your Plan.

Rescission of Coverage. A “rescission of coverage” means a retroactive termination of a Member’s coverage. However, a termination of coverage is not a rescission if it is based on a failure to pay required premiums or contributions for coverage in a timely manner.

The final decision on whether an appeal is eligible for external review will be made by the Independent Review Organization (IRO), not by HPHC or the GIC.

You will be allowed to submit additional information in writing to the IRO which the IRO must consider. The IRO will give you at least five business days to submit such information.

### D. THE FORMAL COMPLAINT PROCESS

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If you have any complaints about your care under the Plan or about HPHC’s service, we want to know about it. We are here to help. For all complaints, except mental health care (including the treatment

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of substance abuse disorders) complaints, please call  
or write to us at:

**Customer Service Department  
Harvard Pilgrim Health Care  
1600 Crown Colony Drive  
Quincy, MA 02169  
Telephone: 1-888-333-4742  
Fax: 1-617-509-3085  
[www.harvardpilgrim.org](http://www.harvardpilgrim.org)**

For a complaint involving mental health care  
(including the treatment of substance abuse  
disorders), please call or write to us at:

**HPHC Behavioral Health Access Center  
c/o United Behavioral Health  
Appeals Department  
100 East Penn Square, Suite 400  
Philadelphia, PA 19107  
Telephone: 1-888-777-4742  
Fax: 1-888-881-7453**

We will respond to you as quickly as we can. Most  
complaints can be investigated and responded to  
within thirty (30) days.

## VIII. Eligibility

This section describes requirements concerning eligibility under the Plan. The eligibility of Members and their Dependents and the effective dates of coverage are determined by the GIC.

### A. MEMBER ELIGIBILITY

Eligible employees and retirees of the Commonwealth of Massachusetts, certain municipalities, and other entities may join this Plan as Subscribers. Coverage will begin on the first day of the month following the earlier of 1) 60 days of employment, or 2) two calendar months. In general, employees and retirees who choose not to join a health plan when first eligible must wait until the next annual enrollment period to join. Please see the section titled, “Special Enrollment Rights” below for more details.

HPHC will issue identification cards for each enrolled Member within two weeks of receipt of enrollment information from the GIC. The identification card should be presented whenever a Member receives Covered Benefits.

#### 1. Residence Requirement

To be eligible for coverage under this Plan, all people covered by this Plan must live and maintain a permanent residence within the HPHC Enrollment Area at least nine months of a year. This does not apply to a Dependent child who is enrolled as a full-time student.

If you have any questions about this requirement, you may call the Member Services Department for a current list of the cities and towns in the Enrollment Area.

#### 2. Who is Covered

Individual Coverage covers the Subscriber only (except for routine nursery care services if the mother only has Individual Coverage and the newborn is not being added to the policy). Family Coverage covers the Subscriber and the following enrolled Dependents:

1. The employee’s or retiree’s spouse or a divorced spouse who is eligible for Dependent coverage pursuant to Massachusetts General Laws Chapter 32A as amended; or
2. The child, stepchild, adoptive child, or eligible foster child of the Subscriber or the employee’s or the retiree’s spouse until the end of the month following the child’s 26<sup>th</sup> birthday; or

3. A physically or mentally disabled child age 26 and older who was incapable of self-support before their 19<sup>th</sup> birthday may obtain handicapped Dependent coverage. Application must be made to the GIC to obtain this coverage. Coverage is subject to GIC approval and the insured parent’s continued coverage with the GIC. If approved, disabled children receive their own identification numbers but are part of the family; or
4. A full-time student at an accredited educational institution at age 26 or over may continue to be covered as a Dependent family member, but must pay 100% of the required monthly individual premium. That student must file an application with the GIC within 60 days of their 26<sup>th</sup> birthday and that application must be approved by the GIC.

Surviving spouses of covered employees or retirees and/or their eligible dependent children may be able to continue coverage under this health care program. Surviving spouse coverage ends upon remarriage. Orphan coverage is also available for some surviving Dependents. For more information on eligibility for survivors or orphans, contact the GIC at **(617) 727-2310**.

If you have questions about coverage for someone whose relationship to you is not listed above, contact the GIC at **(617) 727-2310**.

Under the federal law known as COBRA, coverage for Subscribers and Dependents may also be extended after termination at 102% of the premium (no premium contribution by the Commonwealth) for up to 36 months as noted in the section on Termination, which follows. Please see Appendix A at the back of this Benefit Handbook, “Group Health Continuation Coverage Under COBRA” for more information.

#### 3. Changes in Status

It is the responsibility of the Subscriber to inform the GIC of all changes that affect Member eligibility, including but not limited to, divorce, remarriage of either spouse, marriage of a Dependent, Medicare eligibility as a result of disability, death, address changes, and when a Dependent previously eligible as a student is no longer enrolled in an accredited school on a full-time basis. Members must inform the GIC of these changes by contacting the GIC.

#### **4. Adding, Removing or Updating the Status of a Subscriber or a Dependent**

Members must notify the GIC of any change in the status of a Dependent. Eligible Dependents may only be added or removed within 60 days of a qualifying status change event, or during GIC's annual enrollment. To add, remove, or update eligibility, active employees must contact their GIC coordinator at their worksite. Retirees and surviving spouses should contact the GIC in writing at:

**Group Insurance Commission  
P.O. Box 8747  
Boston, MA 02114-0998**

For questions about Dependent eligibility, contact the GIC at **(617) 727-2310**.

#### **5. Divorced Spouses**

Spouses who are divorced from employees who are enrolled in this Plan are eligible to continue group coverage unless such coverage is precluded by the divorce agreement or unless the divorce preceded Massachusetts divorced spouse laws (Chapter 32A, § 11A, or, for municipal employees, Chapter 32B, §9H). This coverage continues until either the former spouse or the employee remarries. After remarriage of the employee, the former spouse may be eligible for continued coverage upon the payment of an additional premium, if the GIC determines that the divorce agreement allows it. Terminated former spouses are eligible for other coverage:

##### **i. Federal law**

The federal law known as COBRA provides eligibility for divorced spouses for a maximum of 36 months of continued group coverage from the date coverage is lost at 102% premium (no contribution from the Commonwealth).

##### **ii. Individual Coverage**

A divorced spouse who is no longer eligible for the continuation coverage described above may be eligible to enroll in individual coverage. Individual coverage varies from group coverage both in cost and the level of benefits. To limit a break in coverage, you should apply for individual coverage within 63 days of termination of your group coverage. To be eligible you must satisfy applicable state law requirements. Eligible Massachusetts residents may enroll, in any individual plan offered in Massachusetts by HPHC.

#### **6. Retired Employees**

Retirees, except for participants in the GIC's Retired Municipal Teacher and Elderly Governmental Retiree

Programs, are eligible to participate in the Plan if they are not eligible for Medicare.

All retirees, their spouses, and others eligible for, or enrolled in, Medicare Parts A and B must join a separate GIC plan that covers people who are Medicare-eligible. To determine eligibility for Medicare, you should contact your local Social Security Administration office.

#### **B. HOW YOU'RE COVERED IF MEMBERSHIP BEGINS WHILE YOU ARE HOSPITALIZED**

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If your membership happens to begin while you are hospitalized, coverage starts on the day membership is effective. To obtain coverage, you must call HPHC and allow us to manage your care. This may include transfer to a facility that is a Primary Choice Provider, if medically appropriate. All other terms and conditions of coverage under this Handbook will apply.

#### **C. SPECIAL ENROLLMENT RIGHTS**

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If an eligible Subscriber declines enrollment for himself or herself and his or her Dependents (including his or her spouse) because of other health insurance coverage, the Subscriber may be able to enroll himself or herself, along with his or her Dependents in this Plan if the Subscriber or his or her Dependents lose eligibility for that other coverage. However, you must request enrollment from the GIC within 60 days after the other coverage ends.

In addition, if a Subscriber has a new Dependent as a result of marriage, birth, adoption or placement for adoption, the employee may be able to enroll himself or herself and his or her Dependents. However, you must request enrollment from the GIC within 60 days after the marriage, birth, adoption or placement for adoption.

Special enrollment rights may also apply to persons who lose coverage under Medicaid or the Children's Health Insurance Program (CHIP) or become eligible for state premium assistance under Medicaid or CHIP. A Subscriber or Dependent who loses coverage under Medicaid or CHIP as a result of the loss of Medicaid or CHIP eligibility may be able to enroll in this Plan, if enrollment is requested from the GIC within 60 days after Medicaid or CHIP coverage ends. A Subscriber or Dependent who becomes eligible for group health plan premium assistance under Medicaid or CHIP may be able to enroll in this Plan if enrollment is

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requested from the GIC within 60 days after the employee or Dependent is determined to be eligible for such premium assistance.

## IX. Termination and Transfer to Other Coverage

**Important Note:** HPHC may not have current information concerning membership status. The GIC may notify HPHC of enrollment changes retroactively. As a result, the information HPHC has may not be current. Only the GIC can confirm membership status.

### A. TERMINATION BY THE SUBSCRIBER

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You may end your membership under this Plan with the GIC's approval. HPHC must receive a completed Enrollment/Change form from the GIC to end your membership.

### B. TERMINATION FOR LOSS OF ELIGIBILITY

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A Member's coverage will end under this Plan if the GIC's contract with HPHC is terminated. A Member's coverage may also end under this Plan for failing to meet any of the specified eligibility requirements. You will be notified if coverage ends for loss of eligibility. HPHC or the GIC will inform you in writing.

You may be eligible for continued enrollment under federal law, if your membership is terminated. See section D. *CONTINUATION OF COVERAGE REQUIRED BY LAW* for more information.

### C. MEMBERSHIP TERMINATION FOR CAUSE

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The Plan may end a Member's coverage for any of the following causes:

- Misrepresentation of a material fact on an application for membership.
- The failure to provide requested eligibility information to the GIC.
- Committing or attempting to commit fraud to obtain benefits for which the Member is not eligible under this Benefit Handbook.
- Obtaining or attempting to obtain benefits under this Benefit Handbook for a person who is not a Member.
- The commission of acts of physical or verbal abuse by a Member which pose a threat to Providers or other Members and which are unrelated to the Member's physical or mental condition.

Termination of membership for providing false information shall be effective immediately upon notice to a Member from the GIC. It is a crime to

knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company.

### D. CONTINUATION OF COVERAGE REQUIRED BY LAW

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Under Federal law, if you lose GIC eligibility, you may be eligible for continuation of group coverage under the Federal law known as the Consolidated Omnibus Budget Reconciliation Act (COBRA). You should contact the GIC for more information if health coverage ends due to: 1) separation from employment; 2) reduction of work hours; or 3) loss of dependency status.

### E. CONTINUATION OF DEPENDENT COVERAGE

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Dependent coverage under this Plan will cease on the last day of the month when a family member no longer qualifies as a Dependent under the rules and regulations of the GIC (e.g., a child of a Subscriber who turns 26). In addition to COBRA coverage, your Dependent may be eligible to enroll in individual coverage on a direct pay basis if he or she resides in the HPHC Enrollment Area and if he or she is eligible under the law of his or her state of residence. To limit a break in coverage, the Dependent should apply for subsequent individual coverage within 63 days of termination of this Plan. Evidence of good health is not required for individual coverage. The benefits of the individual plan are different from those under this Plan. Eligible Massachusetts residents may enroll, on a direct pay basis, in any individual health plan offered in Massachusetts by HPHC.

## X. When You Have Other Coverage

This section explains how benefits under this Benefit Handbook will be coordinated with other insurance benefits available to pay for health services that a Member has received. Benefits are coordinated among insurance carriers to prevent duplicate recovery for the same service.

Nothing in this section should be interpreted to provide coverage for any service or supply that is not expressly covered under this Handbook.

### A. BENEFITS IN THE EVENT OF OTHER INSURANCE

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Benefits under the Plan will be coordinated to the extent permitted by law with other plans covering health benefits, including: motor vehicle insurance, medical payment policies, home owners insurance, governmental benefits (including Medicare), and all Health Benefit Plans. The term "Health Benefit Plan" means all group HMO and other prepaid health plans, Medical or Hospital Service Corporation plans, commercial health insurance and self-insured health plans. There is no coordination of benefits with Medicaid plans or with hospital indemnity benefits amounting to less than \$100 per day. Members who are eligible for Medicare as a result of disability, age, or end stage renal disease must notify the GIC.

Coordination of benefits will be based upon the Allowed Amount for any service that is covered at least in part by any of the plans involved. If benefits are provided in the form of services, or if a provider of services is paid under a capitation arrangement, the reasonable value of these services will be used as the basis for coordination. No duplication in coverage of services shall occur among plans.

When a Member is covered by two or more Health Benefit Plans, one plan will be "primary" and the other plan (or plans) will be "secondary." The benefits of the primary plan are determined before those of secondary plan(s) and without considering the benefits of secondary plan(s). The benefits of secondary plan(s) are determined after those of the primary plan and may be reduced because of the primary plan's benefits.

In the case of Health Benefit Plans that contain provisions for the coordination of benefits, the following rules shall decide which Health Benefit Plans are primary or secondary:

#### 1. Dependent/Non-Dependent

The benefits of the Plan that covers the person as an employee or Subscriber are determined before those of the plan that covers the person as a Dependent.

#### 2. A Dependent Child Whose Parents Are Not Separated or Divorced

The order of benefits is determined as follows:

- 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 covered the parent longer are determined before those of the plan that covered the other parent for a shorter period of time;
- 3) However, if the other plan does not have the rule described in (1) 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 this Plan (the "birthday rule") will determine the order of benefits.

#### 3. Dependent Child/Separated or Divorced Parents

Unless a court order, of which HPHC has knowledge of, specifies one of the parents as responsible for the health care benefits of the child, the order of benefits is determined as follows:

- 1) First the plan of the parent with custody of the child;
- 2) Then, the plan of the spouse of the parent with custody of the child;
- 3) Finally, the plan of the parent not having custody of the child.

#### 4. Longer/Shorter Length of Coverage

If none of the above rules determines the order of benefits, the benefits of the plan that covered the employee, Member or Subscriber longer are determined before those of the plan that covered that person for the shorter time.

If you are covered by a Health Benefit Plan that does not have provisions governing the coordination of benefits between plans, that plan will be the primary plan.

## **B. PROVIDER PAYMENT WHEN PLAN COVERAGE IS SECONDARY**

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When your Plan coverage is secondary to your coverage under another Health Benefit Plan, payment to a provider of services may be suspended until the Provider has properly submitted a claim to the primary plan and the claim has been paid, in whole or in part, or denied by the primary plan. The Plan may recover any payments made for services in excess of the Plan's liability as the secondary plan, either before or after payment by the primary plan.

## **C. WORKERS' COMPENSATION/GOVERNMENT PROGRAMS**

---

If the HPHC has information indicating that services provided to you are covered under Workers' Compensation, employer's liability or other program of similar purpose, or by a federal, state or other government agency, payment may be suspended for such services until a determination is made whether payment will be made by such program. If payment is made for services for an illness or injury covered under Workers' Compensation, employer's liability or other program of similar purpose, or by a federal, state or other government agency, the Plan will be entitled to recovery of its expenses from the provider of services or the party or parties legally obligated to pay for such services.

## **D. SUBROGATION AND REIMBURSEMENT**

---

Subrogation is a means by which health plans recover expenses of services where a third party is legally responsible or alleged to be legally responsible for a Member's injury or illness.

If another person or entity is, or alleged to be, liable to pay for services related to a Member's illness or injury which have been paid for or provided by the Plan, the Plan will be subrogated and succeed to all rights to recover against such person or entity up to the value of the services paid for or provided by the Plan. The Plan shall also have the right to be reimbursed from any recovery a Member obtains from such person or entity for the value of the services paid for or provided by the Plan. The Plan will have the right to seek such recovery from, among others, the person or entity that caused or allegedly caused the injury or illness, his/her liability carrier or your own auto insurance carrier, in cases of uninsured or underinsured motorist coverage. The Plan's right to reimbursement from any recovery shall apply even if the recovery the Member receives

for the illness or injury is designated or described as being for injuries other than health care expenses or does not fully compensate the Member for his or her damages, fees or costs. Neither the "make whole rule" nor the "common fund doctrine" apply to the Plan's rights of subrogation and/or reimbursement from recovery.

The Plan's reimbursement will be made from any recovery the Member receives from any insurance company or any third party and the Plan's reimbursement from any such recovery will not be reduced by any attorney's fees, costs or expenses of any nature incurred by, or for, the Member in connection with the Member's receiving such recovery, and the Plan will have no liability for any such attorney's fees, costs or expenses.

To enforce its subrogation and reimbursement rights under this Handbook, the Plan will have the right to take legal action, with or without your consent, against any party to secure reimbursement from the recovery for the value of services provided or paid for by the Plan for which such party is, or may be alleged to be, liable.

Nothing in this Handbook shall be construed to limit the Plan's right to utilize any remedy provided by law to enforce its rights to subrogation under this Handbook.

## **E. MEDICAL PAYMENT POLICIES**

---

For Members who are entitled to benefits under the medical payment benefit of a motor vehicle, motorcycle, boat, homeowners, hotel, restaurant or other insurance policy, such coverage shall become primary to the coverage under this Benefit Handbook for services rendered in connection with a covered loss under that policy. The benefits under this Benefit Handbook shall not duplicate any benefits to which the Member is entitled under any medical payment policy or benefit. All sums payable for services provided under this Benefit Handbook to Members that are covered under any medical payment policy or benefit are payable to the Plan.

## **F. MEMBER COOPERATION**

---

You agree to cooperate with the Plan in exercising its rights of subrogation and coordination of benefits under this Benefit Handbook. Such cooperation will include, but not be limited to, a) the provision of all information and documents requested by the Plan; b) the execution of any instruments deemed necessary by

## **THE HARVARD PILGRIM PRIMARY CHOICE<sup>SM</sup> PLAN FOR GROUP INSURANCE COMMISSION MEMBERS - MASSACHUSETTS**

the Plan to protect its rights; c) the prompt assignment to the Plan of any moneys received for services provided or paid for by the Plan; and d) the prompt notification to the Plan of any instances that may give rise to the Plan's rights. You further agree to do nothing to prejudice or interfere with the Plan's rights to subrogation or coordination of benefits.

If you fail to perform the obligations stated in this subsection, you shall be rendered liable to the Plan for any expenses the Plan may incur, including reasonable attorney's fees, in enforcing its rights under this Benefit Handbook.

### **G. THE PLAN'S RIGHTS**

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Nothing in this Benefit Handbook shall be construed to limit the Plan's right to utilize any remedy provided by law to enforce its rights to subrogation or coordination of benefits under this agreement.

### **H. MEMBERS ELIGIBLE FOR MEDICARE**

---

When a Member is enrolled in Medicare and receives Covered Benefits that are eligible for coverage by Medicare as the primary payor, the claim must be submitted to Medicare before payment by the Plan. The Plan will be liable for any amount eligible for coverage that is not paid by Medicare. The Member shall take such action as is required to assure payment by Medicare, including presenting his or her Medicare card at the time of service.

For a Member who is eligible for Medicare by reason of End Stage Renal Disease, the Plan will be the primary payer for Covered Benefits during the "coordination period" specified by federal regulations at 42 CFR Section 411.62. Thereafter, Medicare will be the primary payer. When Medicare is primary (or would be primary if the Member were timely enrolled) the Plan will pay for services only to the extent payments would exceed what would be payable by Medicare.

## **XI. Plan Provisions and Responsibilities**

### **A. IF YOU DISAGREE WITH RECOMMENDED TREATMENT**

---

You enroll in the Plan with the understanding that Primary Choice Providers are responsible for determining treatment appropriate to your care. You may disagree with the treatment recommended by Primary Choice Providers for personal or religious reasons.

You may demand treatment or seek conditions of treatment that Primary Choice Providers judge to be incompatible with proper medical care. In the event of such a disagreement, you have the right to refuse the recommendations of Primary Choice Providers. In such a case, the Plan shall have no further obligation to provide coverage for the care in question. If you obtain care from non-Primary Choice Providers because of such disagreement you do so with the understanding that the Plan has no obligation for the cost or outcome of such care. You have the right to appeal benefit denials.

### **B. LIMITATION ON LEGAL ACTIONS**

---

Any legal action against the Plan, for failing to provide Covered Benefits, must be brought within 2 years of the denial of any benefit.

### **C. ACCESS TO INFORMATION**

---

You agree that, except where restricted by law, we may have access to (1) all health records and medical data from health care Providers providing services covered under this Handbook and (2) information concerning health coverage or claims from all Providers of motor vehicle insurance, medical payment policies, home-owners' insurance and all types of health benefit plans. We will comply with all laws restricting access to special types of medical information including, but not limited to, HIV test data, and drug and alcohol abuse rehabilitation and mental health care records.

You can obtain a copy of the Notice of Privacy Practices through the Harvard Pilgrim Web site, [www.harvardpilgrim.org](http://www.harvardpilgrim.org) or by calling the Member Services Department at **1-888-333-4742**.

### **D. SAFEGUARDING CONFIDENTIALITY**

---

We are committed to ensuring and safeguarding the confidentiality of our Members' information in all

settings, including personal and medical information. Our staff access, use and disclose Member information only in connection with providing services and benefits and in accordance with our confidentiality policies. We permit only designated employees, who are trained in the proper handling of Member information, to have access to and use of your information. We sometimes contract with other organizations or entities to assist with the delivery of care or administration of benefits. Any such entity must agree to adhere to our confidentiality and privacy standards.

When you enrolled with us, you agreed to certain uses and disclosures of information which are necessary for us to provide and administer services and benefits, such as: coordination of care, including Referrals and authorizations; conducting quality activities, including member satisfaction surveys and disease management programs; verifying eligibility; fraud detection and certain oversight reviews, such as accreditation and regulatory audits. When we disclose Member information, we do so using the minimum amount of information necessary to accomplish the specific activity.

We disclose our Members' personal information only: (1) in connection with the delivery of care or administration of benefits, such as utilization review, quality assurance activities and third-party reimbursement by other payers, including self-insured Employer Groups; (2) when you specifically authorize the disclosure; (3) in connection with certain activities allowed under law, such as research and fraud detection; (4) when required by law; or (5) as otherwise allowed under the terms of your Benefit Handbook. Whenever possible, we disclose Member information without Member identifiers and in all cases only disclose the amount of information necessary to achieve the purpose for which it was disclosed. We will not disclose to other third parties, such as Employers, Member-specific information (i.e., information from which you are personally identifiable) without your specific consent unless permitted by law or as necessary to accomplish the types of activities described above.

In accordance with applicable law, we, and all of our contracted health care Providers, agree to provide Members access to, and a copy of, their medical records upon a Member's request. In addition, your

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medical records cannot be released to a third party without your consent or unless permitted by law.

You can request a copy of the Notice of Privacy Practices by calling the Member Services Department at **1-888-333-4742** or through the Harvard Pilgrim Web site, [www.harvardpilgrim.org](http://www.harvardpilgrim.org).

### E. NOTICE

---

Any notice to a Member may be sent to the last address of the Member on file with HPHC. Notice to HPHC, other than a request for Member appeal should be sent to:

**HPHC Member Services Department  
1600 Crown Colony Drive  
Quincy, MA 02169**

For the addresses and telephone numbers for filing appeals, please see section *VII. Appeals and Complaints*.

### F. MODIFICATION OF THIS BENEFIT HANDBOOK

---

This Benefit Handbook, the Schedule of Benefits and the Prescription Drug Brochure may be amended by the Plan and the GIC. Amendments do not require the consent of Members.

This Benefit Handbook, the Schedule of Benefits and the Prescription Drug Brochure, comprise the entire contract between you and the Plan.

### G. OUR RELATIONSHIP WITH PRIMARY CHOICE PROVIDERS

---

Our relationship with Primary Choice Providers is governed by separate agreements. They are independent contractors. Such Providers may not modify this Benefit Handbook, Schedule of Benefits, Prescription Drug Brochure, or any applicable riders or create any obligation for HPHC. We are not liable for statements about this Benefit Handbook by them, their employees or agents. We may change our arrangements with Providers, including the addition or removal of Providers, without notice to Members.

### H. IN THE EVENT OF A MAJOR DISASTER

---

We will try to provide or arrange for services in the case of major disasters. This might include war, riot, epidemic, public emergency, or natural disaster. Other causes include the partial or complete destruction of our facilities or the disability of service providers. If we cannot provide or arrange such services due to a

major disaster, we are not responsible for the costs or outcome of its inability.

### I. EVALUATION OF NEW TECHNOLOGY

---

We have a dedicated team of staff that evaluates new diagnostics, testing, interventional treatment, therapeutics, medical/behavioral therapies, surgical procedures, medical devices and drugs as well as ones with new applications. The team manages the evidence-based evaluation process from initial inquiry to final policy recommendation in order to determine whether it is an accepted standard of care or if the status is Experimental, Investigational or Unproven. The team researches the safety and effectiveness of these new technologies by reviewing published peer reviewed medical reports and literature, consulting with expert practitioners, and benchmarking. The team presents its recommendations to internal policy committees responsible for making decisions regarding coverage of the new technology under the Plan. The evaluation process includes:

- Determination of the FDA approval status of the device/product/drug in question,
- Review of relevant clinical literature, and
- Consultation with actively practicing specialty care Providers to determine current standards of practice.

The team presents its recommendations to internal policy committees responsible for making decisions regarding coverage of the new technology under the Plan.

### J. UTILIZATION REVIEW PROCEDURES

---

We use the following utilization review procedures to evaluate the Medical Necessity of selected health care services using clinical criteria, and to facilitate clinically appropriate, cost-effective management of your care. This process applies to guidelines for both physical and mental health services.

- **Prospective Utilization Review (Prior Approval).** We review selected elective inpatient admissions, Surgical Day Care, and outpatient/ambulatory procedures and services prior to the provision of such services to determine whether proposed services meet clinical criteria for coverage. Prospective utilization review determinations will be made within two working days of obtaining all necessary information. In the case of a determination to approve an admission, procedure or service, we will give notice to the

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requesting Provider by telephone within 24 hours of the decision and will send a written or electronic confirmation of the telephone notification to you and the Provider within two working days. In the case of a determination to deny or reduce benefits ("an adverse determination"), we will notify the Provider rendering the service by telephone within 24 hours of the decision and will send a written or electronic confirmation of the telephone notification to you and the Provider within one working day thereafter.

**Please Note:** Prior Approval is not required to obtain substance abuse treatment from a Primary Choice Provider. In addition, when services are obtained from a Primary Choice Provider, the Plan will not deny coverage for the first 14 days of (1) Acute Treatment Services or (2) Clinical Stabilization Services for the treatment of substance abuse so long as the Plan receives notice from the Primary Choice Provider within 48 hours of admission. The terms "Acute Treatment Services" and "Clinical Stabilization Services" are defined in the *Glossary* of this Benefit Handbook.

- **Concurrent Utilization Review.** We review ongoing admissions for selected services at hospitals, including inpatient hospitals, rehabilitation hospitals, skilled nursing facilities, skilled home health Providers and behavioral health and substance abuse treatment facilities to assure that the services being provided meet clinical criteria for coverage. Concurrent review decisions will be made within one working day of obtaining all necessary information. In the case of either a determination to approve additional services or an adverse determination, we will notify the Provider rendering the service by telephone within 24 hours of the decision. We will send a written or electronic confirmation of the telephone notification to you and the Provider within one working day. In the case of ongoing services, coverage will be continued without liability to you until you have been notified of an adverse determination.
- Active case management and discharge planning is incorporated as part of the concurrent review process and may also be provided upon the request of your Provider.

**Retrospective Utilization Review.** Retrospective utilization review may be used in situations where services were provided before authorization was obtained.

If you wish to determine the status or outcome of a clinical review decision you may call the Member Services Department toll free at **1-888-333-4742**. For information about decisions concerning mental health care (including substance abuse services), you may call the Behavioral Health Access Center at **1-888-777-4742**.

In the event of an adverse determination involving clinical review, your treating Provider may discuss your case with a physician reviewer or may seek reconsideration from us. The reconsideration will take place within one working day of your Provider's request. If the adverse determination is not reversed on reconsideration you may appeal. Your appeal rights are described in section VII. *Appeals and Complaints*. Your right to appeal does not depend on whether or not your Provider sought reconsideration.

### K. QUALITY ASSURANCE PROGRAMS

---

The goal of our quality program is to ensure the provision of consistently excellent health care, health information and service to our Members, enabling them to maintain and improve their physical and behavioral health and well-being. Some components of the quality program are directed to all Members and others address specific medical issues and Providers.

Examples of quality activities in place for all Members include a systematic review and re-review of the credentials of Primary Choice Providers and contracted facilities, as well as the development and dissemination of clinical standards and guidelines in areas such as preventive care, medical records, appointment access, confidentiality, and the appropriate use of drug therapies and new medical technologies.

Activities affecting specific medical issues and Providers include disease management programs for those with chronic diseases like asthma, diabetes and congestive heart failure, and the investigation and resolution of quality-of-care complaints registered by individual Members.

### L. PROCEDURES USED TO EVALUATE EXPERIMENTAL/INVESTIGATIONAL DRUGS, DEVICES, OR TREATMENTS

---

We use a standardized process to evaluate inquiries and requests for coverage received from internal and/or external sources, and/or identified through authorization or payment inquiries.

The evaluation process includes:

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- Determination of FDA approval status of the device/product/drug in question;
- Review of relevant clinical literature; and
- Consultation with actively practicing specialty care Providers to determine current standards of practice.

benefits, monies, claims, or causes of action resulting from a denial of benefits without the written consent from Harvard Pilgrim.

Decisions are formulated into recommendations for changes in policy, and forwarded to our management for review and final implementation decisions.

**M. PROCESS TO DEVELOP CLINICAL GUIDELINES AND UTILIZATION REVIEW CRITERIA**

---

We use clinical review criteria and guidelines to make fair and consistent utilization management decisions. Criteria and guidelines are developed in accordance with standards established by The National Committee for Quality Assurance (NCQA), and reviewed (and revised, if needed) at least biennially, or more often if needed to accommodate current standards of practice. This process applies to guidelines for both physical and mental health services.

We use the nationally recognized InterQual criteria to review elective surgical day procedures, and services provided in acute care hospitals. InterQual criteria are developed through the evaluation of current national standards of medical practice with input from physicians and clinicians in medical academia and all areas of active clinical practice. InterQual criteria are reviewed and revised annually.

Criteria and guidelines used to review other services are also developed with input from physicians and other clinicians with expertise in the relevant clinical area. The development process includes review of relevant clinical literature and local standards of practice.

Our Clinician Advisory Committees, comprised of actively practicing physicians from throughout the Network, serve as the forum for the discussion of specialty-specific clinical programs and initiatives, and provide guidance on strategies and initiatives to evaluate or improve care and service.

**N. NON-ASSIGNMENT OF BENEFITS**

---

You may not assign or transfer your rights to benefits, monies, claims or causes of action provided under this Plan to any person, health care provider, company or other organization without the written consent from Harvard Pilgrim. Additionally, you may not assign any

## **XII. MEMBER RIGHTS & RESPONSIBILITIES**

Members have a right to receive information about HPHC, its services, its practitioners and Providers, and Members' rights and responsibilities.

Members have a right to be treated with respect and recognition of their dignity and right to privacy.

Members have a right to participate with practitioners in decision-making regarding their health care.

Members have a right to a candid discussion of appropriate or Medically Necessary treatment options for their conditions, regardless of cost or benefit coverage.

Members have a right to voice complaints or appeals about HPHC or the care provided.

Members have a right to make recommendations regarding the organization's members' rights and responsibilities policies.

Members have a responsibility to provide, to the extent possible, information that HPHC and its practitioners and Providers need in order to care for them.

Members have a responsibility to follow the plans and instructions for care that they have agreed on with their practitioners.

Members have a responsibility to understand their health problems and participate in developing mutually agreed upon treatment goals to the degree possible.

## XIII. INDEX

This Index provides the location of Covered Benefits within the Benefit Handbook. For services not listed below and for detailed information regarding Covered Benefits, please see section *III. Covered Benefits*

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# Appendix A: Group Health Continuation Coverage Under COBRA General Notice



## The Commonwealth of Massachusetts Group Insurance Commission

P.O. Box 8747  
Boston, Massachusetts 02114



(617) 727-2310  
Fax (617) 227-2681  
TTY (617) 227-8583  
[www.mass.gov/gic](http://www.mass.gov/gic)

### GROUP HEALTH CONTINUATION COVERAGE UNDER COBRA

#### GENERAL NOTICE

This notice explains your COBRA rights and what you need to do to protect your right to receive it. You will receive a COBRA notice and application if the Group Insurance Commission (GIC) is informed that your current GIC coverage is ending due either to (1) end of employment, (2) reduction in hours of employment; (3) death of employee/retiree; (4) divorce or legal separation; or (5) loss of dependent child status. This COBRA notice contains important information about your right to temporarily continue your health care coverage in the Group Insurance Commission's (GIC's) health plan through a federal law known as COBRA. If you elect to continue your coverage, COBRA coverage will begin on the first day of the month immediately after your current GIC coverage ends.

You must complete the GIC COBRA Election Form and return it to the GIC by no later than 60 days after your group coverage ends by sending it by mail to the Public Information Unit at the GIC at P.O. Box 8747, Boston, MA 02114 or by hand delivery to the GIC, 19 Staniford Street, 4<sup>th</sup> floor, Boston, MA 02114. If you do not submit a completed election form by this deadline, you will lose your right to elect COBRA coverage.

**WHAT IS COBRA COVERAGE?** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) is a federal law under which certain former employees, retirees, spouses, former spouses and dependent children have the right to temporarily continue their existing group health coverage at group rates when group coverage otherwise would end due to certain life events, called 'Qualifying Events.' If you elect COBRA coverage, you are entitled to the same coverage being provided under the GIC's plan to similarly situated employees or dependents. The GIC administers COBRA coverage.

**WHO IS ELIGIBLE FOR COBRA COVERAGE?** Each individual entitled to COBRA (known as a "Qualified Beneficiary") has an *independent right* to elect the coverage, regardless of whether or not other eligible family members elect it. Qualified Beneficiaries may elect to continue their group coverage that otherwise would end due to the following life events:

If you are an employee of the Commonwealth of Massachusetts or municipality covered by the GIC's health benefits program, you have the right to choose COBRA coverage if

- You lose your group health coverage because your hours of employment are reduced; or
- Your employment ends for reasons other than gross misconduct.

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If you are the spouse of an employee covered by the GIC's health benefits program, you have the right to choose COBRA coverage for yourself if you lose GIC health coverage for any of the following reasons (known as "qualifying events"):

- Your spouse dies;
- Your spouse's employment with the Commonwealth or participating municipality ends for any reason other than gross misconduct or his/her hours of employment are reduced; or
- You and your spouse legally separate or divorce.

If you have dependent children who are covered by the GIC's health benefits program, each child has the right to elect COBRA coverage if he or she loses GIC health coverage for any of the following reasons (known as "qualifying events"):

- The employee-parent dies;
- The employee-parent's employment is terminated (for reasons other than gross misconduct) or the parent's hours or employment are reduced;
- The parents legally separate or divorce; or
- The dependent ceases to be a dependent child under GIC eligibility rules

**HOW LONG DOES COBRA COVERAGE LAST?** By law, COBRA coverage must begin on the day immediately after your group health coverage otherwise would end. If your group coverage ends due to employment termination or reduction in employment hours, COBRA coverage may last for up to 18 months. If it ends due to any other qualifying events listed above, you may maintain COBRA coverage for up to 36 months.

If you have COBRA coverage due to employment termination or reduction in hours, your family members' COBRA coverage may be extended beyond the initial 18-month period up to a *total* of 36 months (as measured from the initial qualifying event) if a second qualifying event – the insured's death or divorce - occurs during the 18 months of COBRA coverage. You must notify the GIC in writing within 60 days of the second qualifying event and before the 18-month COBRA period ends in order to extend the coverage. Your COBRA coverage may be extended to a total of 29 months (as measured from the initial qualifying event) if any qualified beneficiary in your family receiving COBRA coverage is disabled during the first 60 days of your 18-month COBRA coverage. You must provide the GIC with a copy of the Social Security Administration's disability determination within 60 days after you receive it and before your initial 18 month COBRA period ends in order to extend the coverage.

COBRA coverage will end before the maximum coverage period ends if any of the following occurs:

- The COBRA cost is not paid *in full* when due (see section on paying for COBRA);
- You or another qualified beneficiary become covered under another group health plan that does not impose any pre-existing condition exclusion for the qualified beneficiary's pre-existing covered condition covered by COBRA benefits;
- You are no longer disabled as determined by the Social Security Administration (if your COBRA coverage was extended to 29 months due to disability);
- The Commonwealth of Massachusetts or your municipal employer no longer provides group health coverage to any of its employees; or
- Any reason for which the GIC terminates a non-COBRA enrollee's coverage (such as fraud).

The GIC will notify you in writing if your COBRA coverage is to be terminated before the maximum coverage period ends. The GIC reserves the right to terminate your COBRA coverage retroactively if you are subsequently found to have been ineligible for coverage.

## **THE HARVARD PILGRIM PRIMARY CHOICE<sup>SM</sup> PLAN FOR GROUP INSURANCE COMMISSION MEMBERS - MASSACHUSETTS**

**HOW AND WHEN DO I ELECT COBRA COVERAGE?** Qualified beneficiaries must elect COBRA coverage within 60 days of the date that their group coverage otherwise would end or within 60 days of receiving a COBRA notice, whichever is later. A qualified beneficiary may change a prior rejection of COBRA election any time until that date. If you do not elect COBRA coverage within the 60-day election period, you will lose all rights to COBRA coverage.

In considering whether to elect COBRA coverage you should take into account that you have special enrollment rights under federal law, including the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a spouse's plan) within 30 days after your GIC coverage ends due to a qualifying event. You will also have the same special enrollment right at the end of COBRA coverage if you get continuation coverage for the maximum time available to you.

**HOW MUCH DOES COBRA COVERAGE COST?** Under COBRA, you must pay 102% of the applicable cost of your COBRA coverage. If your COBRA coverage is extended to 29 months due to disability, your cost will increase to 150% of the applicable full cost rate for the additional 11 months of coverage. COBRA costs will change periodically; current COBRA rates are included with this notice.

**HOW AND WHEN DO I PAY FOR COBRA COVERAGE?** If you elect COBRA coverage, you must make your first payment for COBRA coverage within 45 days after the date you elect it. If you do not make your first payment for COBRA coverage within the 45-day period, you will lose all COBRA coverage rights under the plan.

Your first payment must cover the cost of COBRA coverage from the time your coverage would have ended up to the time you make the first payment. Services cannot be covered until the GIC receives and processes this first payment, and you are responsible for making sure that the amount of your first payment is enough to cover this entire period. After you make your first payment, you will be required to pay for COBRA coverage for each subsequent month of coverage. These periodic payments are due usually around the 15<sup>th</sup> of each month. The GIC will send monthly bills, specifying the due date for payment and the address to which payment is to be sent for COBRA coverage, but you are responsible for paying for the coverage even if you do not receive a monthly statement. Payments should be sent to the GIC's address on the bill.

After the first payment, you will have a 30-day grace period beyond the due date on each monthly bill in which to make your monthly payment. Your COBRA coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. If you fail to make a periodic payment before the end of the grace period for that payment, you will lose all rights to COBRA coverage.

**CAN I ELECT OTHER HEALTH COVERAGE BESIDES COBRA?** Yes. You have the right to enroll, within 31 days after coverage ends, in an individual health insurance 'conversion' policy with your current health plan without providing proof of insurability. Alternately, if you are a Massachusetts resident, you may purchase health insurance through the Commonwealth's Health Connector Authority, or for employees in other states, through a Health Insurance Marketplace where available. The GIC has no involvement in conversion programs, and only very limited involvement in Health Connector programs. You pay the premium to the plan sponsor for the coverage. The benefits provided under such a policy might not be identical to those provided through COBRA. You may exercise this right in lieu of electing COBRA coverage, or you may exercise this right after you have received the maximum COBRA coverage available to you.

**YOUR COBRA COVERAGE RESPONSIBILITIES**

- You must inform the GIC of any address changes to preserve your COBRA rights;
- You must elect COBRA within 60 days from the date you receive a COBRA notice or would lose group coverage due to one of the qualifying events described above. If you do not elect COBRA coverage within the 60-day limit, your group health benefits coverage will end and you will lose all rights to COBRA coverage.
- You must make the first payment for COBRA coverage within 45 days after you elect COBRA. If you do not make your first payment for the entire COBRA cost due within that 45-day period, you will lose all COBRA coverage rights.
- You must pay the subsequent monthly cost for COBRA coverage in full by the end of the 30-day grace period after the due date on the bill. If you do not make payment in full by the end of the 30-day grace period after the due date on the bill, your COBRA coverage will end.
- You must inform the GIC within 60 days of the later of either (1) the date of any of the following, or (2) the date on which coverage would be lost because of any of the following events:
  - The employee's job terminates or his/her hours are reduced;
  - The insured dies;
  - The insured becomes legally separated or divorced;
  - The insured or insured's former spouse remarries;
  - A covered child ceases to be a dependent under GIC eligibility rules;
  - The Social Security Administration determines that the employee or a covered family member is disabled; or
  - The Social Security Administration determines that the employee or a covered family member is no longer disabled.

*If you do not inform the GIC of these events within the time period specified above, you will lose all rights to COBRA coverage. To notify the GIC of any of the above events within the 60 days for providing notice, send a letter to the Public Information Unit at Group Insurance Commission, P. O. Box 8747, Boston, MA 02114.*

If you have questions about COBRA coverage, contact the GIC's Public Information Unit at 617/727-2301, ext. 1 or write to the Unit at P.O. Box 8747, Boston, MA 02114. You may also contact the U.S. Department of Labor's Employee Benefits Security Administration's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa) or call their toll free number at 866-444-3272. For more information about health insurance options available through a Health Insurance Marketplace, visit [www.healthcare.gov](http://www.healthcare.gov) or, in Massachusetts visit, [www.mahealthconnector.org](http://www.mahealthconnector.org).

## Appendix B: Important Notice About Your Prescription Drug Coverage and Medicare

### Important Notice from the Group Insurance Commission (GIC) About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the Plan and your options under Medicare's prescription drug coverage. This information can help you decide whether or not to join a non-GIC Medicare drug plan. If you are considering joining a non-GIC plan, you should compare your current coverage – particularly which drugs are covered, and at what cost – with that of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage can be found at the end of this notice.

.....  
**FOR MOST PEOPLE, THE DRUG COVERAGE THAT YOU CURRENTLY  
HAVE THROUGH YOUR GIC HEALTH PLAN IS A BETTER VALUE THAN  
THE NON-GIC MEDICARE PART D DRUG PLANS.**  
.....

**There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:**

1. Medicare prescription drug coverage became available to everyone with Medicare in 2006. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The GIC has determined that the prescription drug coverage offered by your plan is, on average for all participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare Part D drug plan.

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### When Can You Join A Medicare Part D Drug Plan?

You can join a non-GIC Medicare drug plan when you first become eligible for Medicare and each subsequent year from October 15<sup>th</sup> to December 7<sup>th</sup>.

However, if you lose your current creditable prescription drug coverage through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period to join a non-GIC Medicare drug plan.

### What Happens To Your Current Coverage If You Decide To Join A Non-GIC Medicare Drug Plan?

- If you enroll in another Medicare prescription drug plan or a Medicare Advantage plan with or without prescription drug coverage, you will be disenrolled from the GIC-sponsored Harvard Pilgrim plan. If you are disenrolled from Harvard Pilgrim, you will lose your GIC medical, prescription drug, and behavioral health coverage.
- If you are the insured and decide to join a non-GIC Medicare drug plan, both you and your covered spouse/dependents will lose your GIC medical, prescription drug, and behavioral health coverage.

- If you have limited income and assets, the Social Security Administration offers help paying for Medicare prescription drug coverage. Help is available online at [www.socialsecurity.gov](http://www.socialsecurity.gov) or by phone at 1-800-772-1213 (TTY 1-800-325-0778).

### **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current coverage with a GIC plan and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to join.

### **For More Information About This Notice Or Your Current Prescription Drug Coverage....**

Contact the GIC at (617) 727-2310, extension 1. **NOTE:** You will receive this notice each year and if this coverage through the Group Insurance Commission changes. You may request a copy of this notice at any time.

### **For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for the telephone number) for personalized help.
- Call 1-800-MEDICARE (1-800-633-4227); TTY users should call 1-877-486-2048.

If you have limited income and assets, extra help paying for Medicare prescription drug coverage is available. For information about the Extra Help program, visit Social Security online at [www.socialsecurity.gov](http://www.socialsecurity.gov) or call 1-800-772-1213 (TTY 1-800-325-0778).

**Remember:** Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Updated: November 2015

# Appendix C: Notice of Group Insurance Commission Privacy Practices

## NOTICE OF GROUP INSURANCE COMMISSION PRIVACY PRACTICES

### NOTICE OF GROUP INSURANCE COMMISSION PRIVACY PRACTICES

Effective September 3, 2013

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

By law, the GIC must protect the privacy of your personal health information. The GIC retains this type of information because you receive health benefits from the Group Insurance Commission. Under federal law, your health information (known as “protected health information” or “PHI”) includes what health plan you are enrolled in and the type of health plan coverage you have. This notice explains your rights and our legal duties and privacy practices.

The GIC will abide by the terms of this notice. Should our information practices materially change, the GIC reserves the right to change the terms of this notice, and must abide by the terms of the notice currently in effect. Any new notice provisions will affect all protected health information we already maintain, as well as protected health information that we may receive in the future. We will mail revised notices to the address you have supplied, and will post the updated notice on our website at [www.mass.gov/gic](http://www.mass.gov/gic).

### REQUIRED AND PERMITTED USES AND DISCLOSURES

We use and disclose protected health information (“PHI”) in a number of ways to carry out our responsibilities. The following describes the types of uses and disclosures of PHI that federal law requires or permits the GIC to make *without* your authorization:

**Payment Activities:** The GIC may use and share PHI for plan payment activities, such as paying administrative fees for health care, paying health care claims, and determining eligibility for health benefits.

**Health Care Operations:** The GIC may use and share PHI to operate its programs that include evaluating the quality of health care services you receive, arranging for legal and auditing services (including fraud and abuse detection); and performing analyses to reduce health care costs and improve plan performance.

**To Provide You Information on Health-Related Programs or Products:** Such information may include alternative medical treatments or programs or about health-related products and services, subject to limits imposed by law as of September 23, 2013

**OTHER PERMITTED USES AND DISCLOSURES:** The GIC may use and share PHI as follows:

- to resolve complaints or inquiries made by you or on your behalf (such as appeals);
- to enable business associates that perform functions on our behalf or provide services if the information is necessary for such functions or services. Our business associates are required, under contract with us, to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract. Our business associates are also directly subject to federal privacy laws;
- for data breach notification purposes. We may use your contact information to provide legally-required notices of unauthorized acquisition, access or disclosure of your health information;
- to verify agency and plan performance (such as audits);
- to communicate with you about your GIC-sponsored benefits (such as your annual benefits statement);
- for judicial and administrative proceedings (such as in response to a court order);

## THE HARVARD PILGRIM PRIMARY CHOICE<sup>SM</sup> PLAN FOR GROUP INSURANCE COMMISSION MEMBERS - MASSACHUSETTS

- for research studies that meet all privacy requirements; and
- to tell you about new or changed benefits and services or health care choices.

**Required Disclosures:** The GIC must use and share your PHI when requested by you or someone who has the legal right to make such a request on your behalf (your Personal representative), when requested by the United States Department of Health and Human Services to make sure your privacy is being protected, and when otherwise required by law.

**Organizations That Assist Us:** In connection with payment and health care operations, we may share your PHI with our third party "Business Associates" that perform activities on our behalf, for example, our Indemnity Plan administrator. When these services are contracted, we may disclose your health information to our business associates so that they can perform the job we have asked of them. These business associates will be contractually bound to safeguard the privacy of your PHI and also have direct responsibility to protect your PHI imposed by federal law.

Except as described above, the GIC will not use or disclose your PHI without your written authorization. You may give us written authorization to use or disclose your PHI to anyone for any purpose. You may revoke your authorization so long as you do so in writing; however, the GIC will not be able to get back your health information we have already used or shared based on your permission.

### Your rights

You have the right to:

- Ask to see and get a copy of your PHI that the GIC maintains. You must ask for this in writing. Under certain circumstances, we may deny your request. If the GIC did not create the information you seek, we will refer you to the source (e.g., your health plan administrator). The GIC may charge you to cover certain costs, such as copying and postage.
- Ask the GIC to amend your PHI if you believe that it is wrong or incomplete and the GIC agrees. You must ask for this by in writing, along with a reason for your request. If the GIC denies your request to amend your PHI, you may file a written statement of disagreement to be included with your information for any future disclosures.
- Get a listing of those with whom the GIC shares your PHI. You must ask for this in writing. The list will not include health information that was: (1) collected prior to April 14, 2003; (2) given to you or your personal representative; (3) disclosed with your specific permission; (4) disclosed to pay for your health care treatment, payment or operations; or (5) part of a limited data set for research;
- Ask the GIC to restrict certain uses and disclosures of your PHI to carry out payment and health care operations; and disclosures to family members or friends. You must ask for this in writing. Please note that the GIC will consider the request, but we are not required to agree to it and in certain cases, federal law does not permit a restriction.
- Ask the GIC to communicate with you using reasonable alternative means or at an alternative address, if contacting you at the address we have on file for you could endanger you. You must tell us in writing that you are in danger, and where to send communications.
- Receive notification of any breach of your unsecured PHI.
- Receive a separate paper copy of this notice upon request. (An electronic version of this notice is on our website at [www.mass.gov/gic](http://www.mass.gov/gic).)

If you believe that your privacy rights may have been violated, you have the right to file a complaint with the GIC or the federal government. GIC complaints should be directed to: GIC Privacy Officer, P.O. Box 8747, Boston, MA 02114. Filing a complaint or exercising your rights will not affect your GIC benefits. To file a complaint with the federal government, you may contact the United States Secretary of Health and Human Services. To exercise any of the individual rights described in this notice, or if you need help understanding this notice, please call (617) 727-2310, extension 1 or TTY for the deaf and hard of hearing at (617)-227-8583.

## Appendix D: The Uniformed Services Employment and Reemployment Rights Act (USERRA)

### THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

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#### The Uniformed Services Employment and Reemployment Rights Act (USERRA)

The uniformed Services Employment and Reemployment Rights Act (USERRA) protects the rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services. The GIC has more generous guidelines for benefit coverage that apply to persons subject to USERRA, as set forth below:

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents while in the military.

Service members who elect to continue their GIC health coverage are required to pay the employee's share for such coverage.

Even if you don't elect to continue coverage during your military service, you have the right to be reinstated to GIC health coverage when you are reemployed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.

The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>. If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation. You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA. The rights listed here may vary depending on the circumstances.

For more information about your GIC coverage, please contact the Group Insurance Commission at (617) 727-2310, ext. 1.

## Appendix E: Medicaid and the Children’s Health Insurance Program Notice (CHIP)

### Premium Assistance Under Medicaid and the Children’s Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you are eligible for health coverage from your employer, your State may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP program. If you or your children are not eligible for Medicaid or CHIP, you will not be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information visit [www.healthcare.gov](http://www.healthcare.gov)

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your State if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you are not already enrolled. This is called a “special enrollment” opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor electronically at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.

**If you live in one of the following States, you may be eligible for assistance paying your employer health plan premiums. The following list of States is current as of January 31, 2016. Contact your State for further information on eligibility –**

| ALABAMA – Medicaid  | GEORGIA – Medicaid  |
|---|---|
| Website: <a href="http://www.myalhipp.com">www.myalhipp.com</a><br>Phone: 1-855-692-5447  | Website: <a href="http://dch.georgia.gov/medicaid">http://dch.georgia.gov/medicaid</a><br>Click on Health Insurance Premium Payment (HIPP)<br>Phone: 404-656-4507 |
| ALASKA – Medicaid   | INDIANA – Medicaid  |
| Website: <a href="http://health.hss.state.ak.us/dpa/programs/medicaid/">http://health.hss.state.ak.us/dpa/programs/medicaid/</a><br>Phone (Outside of Anchorage): 1-888-318-8890<br>Phone (Anchorage): 907-269-6529 | Healthy Indiana Plan for low-income adults 19-64<br>Website: <a href="http://www.hip.in.gov">http://www.hip.in.gov</a><br>Phone: 1-877-438-4479                   |
| COLORADO – Medicaid   | All other Medicaid  |
| Medicaid Website: <a href="http://www.colorado.gov/hcpf">http://www.colorado.gov/hcpf</a><br>Medicaid Customer Contact Center: 1-800-221-3943   | Website: <a href="http://www.indianamedicaid.com">http://www.indianamedicaid.com</a><br>Phone 1-800-403-0864  |
|   |   |

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|  |  |
|--|--|
| <b>FLORIDA – Medicaid</b>  | <b>MONTANA – Medicaid</b>  |
| Website: <a href="https://www.flmedicaidtprecovery.com/">https://www.flmedicaidtprecovery.com/</a><br>Phone: 1-877-357-3268  | Website:<br><a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a><br>Phone: 1-800-694-3084   |
| <b>IOWA – Medicaid</b>   | <b>NEBRASKA – Medicaid</b>   |
| Website: <a href="http://www.dhs.state.ia.us/hipp/">www.dhs.state.ia.us/hipp/</a><br>Phone: 1-888-346-9562   | Website:<br><a href="http://dhhs.ne.gov/Children_Family_Services/AccessNebraska/Pages/accessnebraska_index.aspx">http://dhhs.ne.gov/Children_Family_Services/AccessNebraska/Pages/accessnebraska_index.aspx</a><br>Phone: 1-855-632-7633   |
| <b>KANSAS – Medicaid</b>   | <b>NEVADA – Medicaid</b>   |
| Website: <a href="http://www.kdheks.gov/hcf/">http://www.kdheks.gov/hcf/</a><br>Phone: 1-785-296-3512  | Medicaid Website: <a href="http://dwss.nv.gov/">http://dwss.nv.gov/</a><br>Medicaid Phone: 1-800-992-0900  |
| <b>KENTUCKY – Medicaid</b>   |  |
| Website: <a href="http://chfs.ky.gov/dms/default.htm">http://chfs.ky.gov/dms/default.htm</a><br>Phone: 1-800-635-2570  |  |
| <b>LOUISIANA – Medicaid</b>  | <b>NEW HAMPSHIRE – Medicaid</b>  |
| Website:<br><a href="http://dhh.louisiana.gov/index.cfm/subhome/1/n/331">http://dhh.louisiana.gov/index.cfm/subhome/1/n/331</a><br>Phone: 1-888-695-2447                                     | Website:<br><a href="http://www.dhhs.nh.gov/oii/documents/hippapp.pdf">http://www.dhhs.nh.gov/oii/documents/hippapp.pdf</a><br>Phone: 603-271-5218   |
| <b>MAINE – Medicaid</b>  | <b>NEW JERSEY – Medicaid and CHIP</b>  |
| Website: <a href="http://www.maine.gov/dhhs/ofr/public-assistance/index.html">http://www.maine.gov/dhhs/ofr/public-assistance/index.html</a><br>Phone: 1-800-442-6003<br>TTY Maine relay 711 | Medicaid Website: <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a><br>Medicaid Phone: 609-631-2392<br>CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a><br>CHIP Phone: 1-800-701-0710 |
| <b>MASSACHUSETTS – Medicaid and CHIP</b>   |  |
| Website: <a href="http://www.mass.gov/MassHealth">http://www.mass.gov/MassHealth</a><br>Phone: 1-800-462-1120  |  |
| <b>MINNESOTA – Medicaid</b>  | <b>NEW YORK – Medicaid</b>   |
| Website: <a href="http://mn.gov/dhs/ma/">http://mn.gov/dhs/ma/</a><br>Phone: 1-800-657-3739  | Website: <a href="http://www.nyhealth.gov/health_care/medicaid/">http://www.nyhealth.gov/health_care/medicaid/</a><br>Phone: 1-800-541-2831  |
| <b>MISSOURI – Medicaid</b>   | <b>NORTH CAROLINA – Medicaid</b>   |
| Website:<br><a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a><br>Phone: 573-751-2005                                 | Website: <a href="http://www.ncdhhs.gov/dma">http://www.ncdhhs.gov/dma</a><br>Phone: 919-855-4100  |
|  |  |

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| <b>OKLAHOMA – Medicaid and CHIP</b>  | <b>NORTH DAKOTA – Medicaid</b>   |
| Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a><br>Phone: 1-888-365-3742  | Website:<br><a href="http://www.nd.gov/dhs/services/medicalserv/medicaid/">http://www.nd.gov/dhs/services/medicalserv/medicaid/</a><br>Phone: 1-844-854-4825   |
| <b>OREGON – Medicaid</b>   | <b>UTAH – Medicaid and CHIP</b>  |
| Website: <a href="http://www.oregonhealthykids.gov">http://www.oregonhealthykids.gov</a><br><a href="http://www.hijosaludablesoregon.gov">http://www.hijosaludablesoregon.gov</a><br>Phone: 1-800-699-9075 | Website:<br>Medicaid: <a href="http://health.utah.gov/medicaid">http://health.utah.gov/medicaid</a><br>CHIP: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a><br>Phone: 1-877-543-7669  |
| <b>PENNSYLVANIA – Medicaid</b>   | <b>VERMONT – Medicaid</b>  |
| Website: <a href="http://www.dhs.pa.us/hipp">http://www.dhs.pa.us/hipp</a><br>Phone: 1-800-692-7462  | Website: <a href="http://www.greenmountaincare.org/">http://www.greenmountaincare.org/</a><br>Phone: 1-800-250-8427  |
| <b>RHODE ISLAND – Medicaid</b>   | <b>VIRGINIA – Medicaid and CHIP</b>  |
| Website: <a href="http://www.eohhs.ri.gov">www.eohhs.ri.gov</a><br>Phone: 401-462-5300   | Medicaid Website:<br><a href="http://www.coverva.org/programs_premium_assistance.cfm">http://www.coverva.org/programs_premium_assistance.cfm</a><br>Medicaid Phone: 1-800-432-5924<br><br>CHIP Website:<br><a href="http://www.coverva.org/programs_premium_assistance.cfm">http://www.coverva.org/programs_premium_assistance.cfm</a><br>CHIP Phone: 1-855-242-8282 |
| <b>SOUTH CAROLINA – Medicaid</b>   | <b>WASHINGTON – Medicaid</b>   |
| Website: <a href="http://www.scdhhs.gov">http://www.scdhhs.gov</a><br>Phone: 1-888-549-0820  | Website:<br><a href="http://www.hca.wa.gov/medicaid/premiumpymt/pages/index.aspx">http://www.hca.wa.gov/medicaid/premiumpymt/pages/index.aspx</a><br><br>Phone: 1-800-562-3022 ext. 15473  |
| <b>SOUTH DAKOTA - Medicaid</b>   | <b>WEST VIRGINIA – Medicaid</b>  |
| Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a><br>Phone: 1-888-828-0059  | Website:<br><a href="http://www.dhhr.wv.gov/bms/Medicaid%20Expansion/Pages/default.aspx">http://www.dhhr.wv.gov/bms/Medicaid%20Expansion/Pages/default.aspx</a><br>Phone: 1-877-598-5820, HMS Third Party Liability  |
| <b>TEXAS – Medicaid</b>  | <b>WISCONSIN – Medicaid and CHIP</b>   |
| Website: <a href="https://www.gethipptexas.com/">https://www.gethipptexas.com/</a><br>Phone: 1-800-440-0493  | Website:<br><a href="https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf">https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf</a><br><br>Phone: 1-800-362-3002   |
|  | <b>WYOMING – Medicaid</b>  |
|  | Website: <a href="https://wyequalitycare.acs-inc.com/">https://wyequalitycare.acs-inc.com/</a><br>Phone: 307-777-7531  |

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To see if any other States have added a premium assistance program since January 31, 2016, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Employee Benefits Security Administration  
[www.dol.gov/ebsa](http://www.dol.gov/ebsa)  
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
1-877-267-2323, Menu Option 4, Ext. 61565

OMB Control Number 1210-0137 (expires 10/31/2016)

# Appendix F: Overview of Health Insurance Marketplaces

## OVERVIEW OF HEALTH INSURANCE MARKETPLACES



### YOU ARE RECEIVING THIS NOTICE AS REQUIRED BY THE NEW NATIONAL HEALTH REFORM LAW (ALSO KNOWN AS THE AFFORDABLE CARE ACT OR ACA)

On January 1, 2014, the Affordable Care Act (ACA) was implemented in Massachusetts and across the nation. The ACA brought many benefits to Massachusetts and its residents, helping us expand coverage to more Massachusetts residents, making it more affordable for small businesses to offer their employees healthcare, and providing additional tools to help families, individuals and businesses find affordable coverage. This notice is meant to help you understand health insurance Marketplaces, which are required by the ACA to make it easier for consumers to compare health insurance plans and enroll in coverage. In Massachusetts, the state Marketplace is known as the Massachusetts Health Connector. While you may or may not qualify for health insurance through the Health Connector, it may still be helpful for you to read and understand the information included here.

**Overview:** There is an easy way for many individuals and small businesses in Massachusetts to buy health insurance: the Massachusetts Health Connector. This notice provides some basic information about the Health Connector, and how coverage available through the Health Connector relates to any coverage that may be offered by your employer. You can find out more by visiting: [MAhealthconnector.org](http://MAhealthconnector.org), or for non-Massachusetts residents, [Healthcare.gov](http://Healthcare.gov) or (1-800-318-2596; TTY: 1-855-889-4325).

**What is the Massachusetts Health Connector?** The Health Connector is our state's health insurance Marketplace. It is designed to help individuals, families, and small businesses find health insurance that meets their needs and fits their budget. The Health Connector offers "one-stop shopping" to easily find and compare private health insurance options from the state's leading health and dental insurance companies. Some individuals and families may also qualify for a new kind of tax credit that lowers their monthly premium right away, as well as cost sharing reductions that can lower out-of-pocket expenses. This new tax credit is enabled by §26B of the Internal Revenue Service (IRS) Code.

Open enrollment for individuals and families to buy health insurance coverage through the Health Connector occurs every year. You can find out more by visiting [MAhealthconnector.org](http://MAhealthconnector.org) or calling 1-877-MA ENROLL (1-877-623-6765).

### Can I qualify for federal and state assistance that reduces my health insurance premiums and out-of-pocket expenses through the Health Connector?

Depending on your income, you may qualify for federal and/or state tax credits and other subsidies that reduce your premiums and lower your out-of-pocket expenses if you shop through the Health Connector. You can find out more about the income criteria for qualifying for these subsidies by visiting [MAhealthconnector.org](http://MAhealthconnector.org) or calling 1-877-MA ENROLL (1-877-623-6765).



For more information about the Health Connector, please visit [MAhealthconnector.org](http://MAhealthconnector.org) or call 1-877-MA-ENROLL (1-877-623-6765) or TTY: 1-877-623-7773, Monday to Friday, 8:00 a.m. to 6:00 p.m.

## THE HARVARD PILGRIM PRIMARY CHOICE<sup>SM</sup> PLAN FOR GROUP INSURANCE COMMISSION MEMBERS - MASSACHUSETTS

### Does access to employer-based health coverage affect my eligibility for subsidized health insurance through the Health Connector?

An offer of health coverage from the Commonwealth of Massachusetts, as the employer, could affect your eligibility for these credits and subsidies through the Health Connector. If your income meets the eligibility criteria, you will qualify for credits and subsidies through the Health Connector if:

- The Commonwealth of Massachusetts does not offer coverage to you, or
- The Commonwealth of Massachusetts offers you coverage, but:
  - The coverage the Commonwealth of Massachusetts provides you (not including other family members) would require you to spend more than 9.5 percent of your household income for the year; or
  - The coverage the Commonwealth of Massachusetts provides does not meet the "minimum value" standard set by the new national health reform law (which says that the plan offered has to cover at least 60 percent of total allowed costs)

If you purchase a health plan through the Health Connector instead of accepting health coverage offered by the Commonwealth of Massachusetts please note that you will lose the employer contribution (if any) for your health insurance. Also, please note that the amount that you and your employer contribute to your employer-sponsored health insurance is often excluded from federal and state income taxes. Health Connector premiums have different tax treatment.

As part of considering whether the ACA and Marketplaces will affect you as an employee it is important to understand what the Commonwealth of Massachusetts offers you.

- The Commonwealth offers benefited employees health coverage through the Group Insurance Commission. To be eligible for GIC health insurance, a state employee must work a minimum of 18 ¾ hours in a 37.5 hour workweek or 20 hours in a 40 hour workweek. The employee must contribute to a participating GIC retirement system, such as the State Board of Retirement, a municipal retirement board, the Teachers Retirement Board, the Optional Retirement Pension System for Higher Education, a Housing, Redevelopment Retirement Plan, or another Massachusetts public sector retirement system (OBRA is not such a public retirement system for this purpose. Visit [www.mass.gov/gic](http://www.mass.gov/gic) or see your GIC Coordinator for more information.
- Temporary employees, contractors, less-than-half time part time workers, and most seasonal employees are not eligible for GIC health insurance benefits. These employees MAY shop for health insurance through the Health Connector and may be eligible for advanced premium federal tax credits and/or state subsidies if their gross family income is at or below 400% Federal Poverty Level (which is approximately \$46,000 for an individual and \$94,000 for a family of four). Visit [www.MAhealthconnector.org](http://www.MAhealthconnector.org) or call 1-877-MA-ENROLL for more information.

If there is any confusion around your employment status and what you are eligible for, please email [HEALTHMARKETPLACENOTICE@MASSMAIL.STATE.MA.US](mailto:HEALTHMARKETPLACENOTICE@MASSMAIL.STATE.MA.US) or contact your HR department or GIC Coordinator.



*For more information about the Health Connector, please visit [MAhealthconnector.org](http://MAhealthconnector.org) or call 1-877 MA-ENROLL (1-877-623-6765 or TTY: 1-877-623-7773, Monday to Friday, 8:00 a.m. to 6:00 p.m.*

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