

**TUFTS HEALTH PLAN SPIRIT  
MEMBER HANDBOOK  
EFFECTIVE JULY 1, 2022**



## Introduction

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Welcome to *Spirit by Tufts Health Plan*™ (“*Spirit*”). We are pleased you have chosen this Preferred *Provider* Option (PPO) plan. We look forward to working with you to help you meet your health care needs.

This *Member Handbook* describes the *Spirit Health Plan* and the benefits *Spirit Members* have for *Covered Services*. **Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on page 73 and Definitions on page 93.

*Spirit* is a self-funded *Plan*, which means that the *Group Insurance Commission* (“the GIC” or “Commission”) is responsible for the cost of the *Covered Services* you receive under it. The GIC has contracted with *Tufts Health Plan (Tufts HP)* to perform certain services, such as claims processing. However, *Tufts HP* does not insure *Plan* benefits or determine your eligibility for benefits under the *Spirit Plan*.

**The *Spirit Plan* offers care from a network of *Tufts Health Plan Providers*, known as *Tufts Health Plan Spirit Providers*, that is smaller than that of the *Navigator Plan*.** In order to receive coverage under this *Plan*, you must obtain *Covered Services* only from *Tufts HP Spirit Providers* (except as described below).

**Important:** In this *Plan*, *Members* have access to network benefits only from *Tufts HP Spirit Providers*. However, *Members* may obtain *Emergency* care (including *Medically Necessary* ambulance/EMS services), and *Urgent Care* services, while traveling, from any *Provider*.

To find *Tufts HP Spirit Providers* (including their *Specialist Tiers*, if applicable), view the online *Tufts HP Spirit Provider Directory* at <http://www.tuftshealthplan.com/gic> or call *Member Services* at 800-870-9488.

This is a PPO *Plan*, so you are not required to designate a *Primary Care Provider (PCP)* or get a referral for specialty services. However, we encourage you to choose a *PCP*. A *PCP* provides most of your routine care and keeps track of your health history, so he or she can recommend other doctors when you need specialty care. *PCPs* can also advocate for your health and help you get the care you need.

***Tufts HP Spirit Plan Members*** have benefits for *Covered Services* according to the terms of this *Member Handbook*. *Tufts HP* administers *Spirit*, which provides the medical and behavioral health and substance use disorder benefits described in this *Member Handbook*. Express Scripts administers the Prescription Drug benefits for the *Spirit Plan*.

Details on your coverage and costs for **medical services and behavioral health/substance use disorder services** are described in Part 1 - Benefit Overview on page 9 and in Part 2 – Plan and Benefit Information on page 23. Please note that you must receive *Covered Services*, except for *Emergency* care or *Urgent Care* while traveling, from a *Tufts HP Spirit Provider* to be covered.

**Prescription Drug Benefits** -- Your Prescription Drug benefits are administered by Express Scripts. Your benefits, and any requirements you must follow to obtain these benefits, are described in Part 5 - Covered Services (starts on page 36). Please see Prescription Drug Plan on page 85 or call Express Scripts at 855-283-7679 for more information about your Prescription Drug Plan.

**Employee Assistance Program (EAP)** benefits are provided through Optum. You may call Optum at 844-263-1982 or visit their website at [www.liveandworkwell.com](http://www.liveandworkwell.com) (Website Access Code: Mass4You) to find information about your EAP benefits and to check on the status or ask a question about an EAP claim.

Your satisfaction with *Spirit* is important to us. The **Member Services Department** is committed to excellent service, and we are happy to help you. If you have any questions, please call the *Member Services* Department at 800-870-9488. Calls to the *Member Services* Department may be monitored by supervisors to ensure quality services.

### **Member Identification Card**

*Members* must present their *Member* identification card (*Member ID* card) to *Providers* when they receive *Covered Services* in order for benefits to be administered properly. Your *Member ID* card contains information about your *Copayments* for certain *Covered Services*, as well as important phone numbers to call if you have questions about your medical, *Prescription Drug*, or behavioral health benefits. If you lose your *Member ID* card, please call *Member Services* at 800-870-9488 to request a replacement.

# **Tufts Health Plan Address and Telephone Directory**

## **TUFTS HEALTH PLAN**

1 Wellness Way  
Canton, Massachusetts 02021

### **Member Services Hours:**

Monday – Thursday 8:00 a.m. to 7:00 p.m. EST, Friday 8:00 a.m. to 6:00 p.m. EST

## **IMPORTANT PHONE NUMBERS**

### ***Emergency Care***

If you are experiencing an *Emergency*, you should seek care at the nearest *Emergency* facility. If needed, call 911 for *Emergency* medical assistance. Massachusetts provides a 911 *Emergency* response system throughout the state. If 911 services are not available in your area, ask your local telephone company about *Emergency* access numbers.

If you have an urgent medical need and cannot reach your physician, you should seek care at the nearest *Emergency* room.

### ***Member Services Department and Tufts Health Plan Website***

For more information about *Tufts Health Plan* and the self-service options available to you, please visit <http://www.tuftshealthplan.com/gic>. For general questions, benefit questions, and information about eligibility for enrollment and billing, call the *Member Services* Department at 800-870-9488 or visit the *Tufts Health Plan* website. For help finding a *Tufts HP Spirit Provider*, call *Member Services* and follow the appropriate prompts. Our *Member Services* team can help you find a *Provider* who is appropriate for your age, condition, and type of treatment.

### ***Behavioral Health/Substance Use Disorder Services***

For questions about your behavioral health benefits or for assistance finding behavioral health or substance use disorder professionals in your area, call the *Tufts Health Plan* Behavioral Health Department at 1-800-870-9488.

### ***Services for Hearing Impaired Members***

If you are hearing impaired, *Tufts HP* provides the following services:

- **Massachusetts Relay (MassRelay): 711**
- **Telecommunications Device for the Deaf (TDD): 711**

### ***Coordination of Benefits (COB) and Worker's Compensation***

For questions about Coordination of Benefits (how *Tufts HP* coordinates its coverage with other health care coverage you may have) and workers' compensation, call the Liability and Recovery Department at 888-880-8699, ext. 21098. The Liability and Recovery Department is available from 8:00 a.m. – 5:00 p.m. Monday through Friday.

### ***Subrogation***

Subrogation may occur if your illness or injury (such as injuries from an auto accident) was caused by someone else who would be financially responsible. For questions about subrogation, call the *Member Services* Department at 800-870-9488.

### ***Fraud, Waste, and Abuse***

You may have concerns about being billed for a service you never received, or that your insurance information has been stolen or used by someone else. To report potential health care fraud or abuse, or if you have questions, please call us at 800-870-9488 or email [fraudandabuse@tufts-health.com](mailto:fraudandabuse@tufts-health.com). You can also call our confidential hotline any time at 877-824-7123 or send an anonymous letter to us at:

*Tufts Health Plan*  
Attn: Fraud and Abuse  
1 Wellness Way  
Canton, MA 02021

## **Tufts Health Plan Address and Telephone Directory**, *(continued)*

### **Appeals and Grievances Department**

If you need to call *Tufts HP* about a concern or appeal, contact the *Member Services Department* at 800-870-9488. To submit your appeal or grievance in writing, send your letter to the address below. Or you may fax it to us at 617-972-9509.

#### ***Tufts Health Plan***

**Attn: Appeals and Grievances Department**

**P.O. Box 9193**

**Watertown, MA 02472-9193**

You may also submit your appeal or grievance in-person at this address:

#### ***Tufts Health Plan***

**1 Wellness Way**

**Canton, MA 02021**

### **Treatment Cost Estimator**

In compliance with Massachusetts law, *Tufts Health Plan* offers a cost transparency estimator tool to help *Members* estimate the cost of *Covered Services*. In order to access this tool, you must register at <https://tuftshealthplan.com/login>. Once you have registered, enter the *Member* portal to access the tool. Examples of information you can find by using the treatment cost estimator include:

- the estimated or maximum *Allowed Cost* for a proposed admission, procedure, or services; and
- the estimated amount you will be responsible for paying for admissions, procedures, or services that are *Covered Services* (including *Cost Sharing Amounts*), based on information available to *Tufts Health Plan* at the time the request is made.

The actual amount you may be responsible for paying may vary due to unforeseen services that arise out of the proposed admission, procedure, or service.

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## **Language Translation Services**

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### **Translation services for over 200 languages**

Interpreter and translator services related to administrative procedures are available to assist *Members* upon request. For no cost translation in English, call *Member Services*.

For no cost translation in English, call the number on your ID card.

**Arabic** للحصول على خدمة الترجمة المجانية باللغة العربية، يرجى الاتصال على الرقم المدون على بطاقة الهوية الخاصة بك.

**Chinese** 若需免費的中文版本，請撥打 ID 卡上的電話號碼。

**French** Pour demander une traduction gratuite en français, composez le numéro indiqué sur votre carte d'identité.

**German** Um eine kostenlose deutsche Übersetzung zu erhalten, rufen Sie bitte die Telefonnummer auf Ihrer Ausweiskarte an.

**Greek** Για δωρεάν μετάφραση στα Ελληνικά, καλέστε τον αριθμό που αναγράφεται στην αναγνωριστική κάρτας σας.

**Haitian Creole** Pou jwenn tradiksyon gratis nan lang Kreyòl Ayisyen, rele nimewo ki sou kat ID ou.

**Italian** Per la traduzione in italiano senza costi aggiuntivi, è possibile chiamare il numero indicato sulla tessera identificativa.

**Japanese** 日本語の無料翻訳については ID カードに書いてある番号に電話してください。

**Khmer (Cambodian)** សម្រាប់សេវាកម្មប្រយោជន៍ឥតគិតថ្លៃជា ភាសាខ្មែរ សូមទូរស័ព្ទទៅកាន់លេខដែលមាននៅលើកាតសម្គាល់សមាជិករបស់អ្នក។

**Korean** 한국어로 무료 통역을 원하시면, ID 카드에 있는 번호로 연락하십시오.

**Laotian** ສໍາລັບການແປພາສາເປັນພາສາລາວທີ່ບໍ່ໄດ້ເສຍຄ່າໃຊ້ຈ່າຍ, ໃຫ້ໃບຫາເປີທີ່ຢູ່ເທິງບັດປະຈໍາຕົວຂອງທ່ານ.

**Navajo** Doo bą́ą́h ilíní da Diné k'ehjí álnéehgo, hodiilnih béésh bee hani'ée bee née ho'dílingo nantinígíí bikáá'.

**Persian.** برای ترجمه رایگان فارسی به شماره تلفن مندرج در کارت شناسایی تان زنگ بزنید.

**Polish** Aby uzyskać bezpłatne tłumaczenie w języku polskim, należy zadzwonić na numer znajdujący się na Pana/i dowodzie tożsamości.

**Portuguese** Para tradução grátis para português, ligue para o número no seu cartão de identificação.

**Russian** Для получения услуг бесплатного перевода на русский язык позвоните по номеру, указанному на идентификационной карточке.

**Spanish** Por servicio de traducción gratuito en español, llame al número de su tarjeta de miembro.

**Tagalog** Para sa walang bayad na pagsasalín sa Tagalog, tawagan ang numero na nasa inyong ID card.

**Vietnamese** Để có bản dịch tiếng Việt không phải trả phí, gọi theo số trên thẻ căn cước của bạn.

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# *SPIRIT BY TUFTS HEALTH PLAN*

Medical and Behavioral  
Health/Substance Use Disorder Benefits

## **Part 1 – Benefit Overview**

### **Spirit by Tufts Health Plan - Medical and Behavioral Health/Substance Use Disorder Benefits**

Welcome to the *Tufts Health Plan Spirit Plan*. We are pleased you have chosen us and look forward to working with you to help meet your health care needs.

Your satisfaction with *Tufts Health Plan* is important to us. If at any time you have questions, please call *Member Services* at 800-870-9488 and we will be happy to help you.

The below chart summarizes certain important benefits available to *Spirit Members*. **Do not rely on this chart alone.** Be sure to read the benefit explanations in Part 5 - Covered Services that starts on page 36 for details about *Covered Services* and any applicable restrictions.

Remember, in order to receive *Covered Services*, you must receive care from a *Tufts HP Spirit Provider*.

<b><i>Deductibles and Limits</i></b>	
<b><i>Covered Services</i></b>	<b><i>Member's Cost per Contract Year</i></b>
<b><i>Day Surgery Copayment Limit</i></b> ☞ Page 24	Limit of four <i>Day Surgery Copayments</i> per individual <i>Member</i> .
<b><i>Inpatient Care Copayment Limit</i></b> ☞ Page 24	Limit one <i>Inpatient Copayment</i> per individual <i>Member</i> per quarter. Waived for readmissions within 30 days of discharge, within the same <i>Contract Year</i> .
<b><i>Medical Deductible</i></b> ☞ Page 24	\$400 per <i>Member</i> or \$800 per family (two or more <i>Members</i> ) per <i>Contract Year</i> . (No family <i>Member</i> will pay more than his or her individual <i>Medical Deductible</i> .)
<b><i>Prescription Drug Deductible</i></b> ☞ Page 24	\$100 per <i>Member</i> or \$200 per family per <i>Contract Year</i> . No more than \$100 per <i>Member</i> will be applied to the family <i>Deductible</i> . Multiple family <i>Members</i> can satisfy the family <i>Deductible</i> .  Prescription Drug <i>Copayments</i> apply only after the Prescription Drug <i>Deductible</i> is met. Prescription drug benefits are administered by Express Scripts.
<b><i>Out-of-Pocket Maximum</i></b> ☞ Page 25	\$5,000 per individual <i>Member</i> or \$10,000 per family (two or more <i>Members</i> ) per <i>Contract Year</i> .  (No family <i>Member</i> will pay more than his or her individual <i>Out-of-Pocket Maximum</i> .)

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on page 73 and the Prescription Drug Plan and the Definitions section on page 93.

## Part 1 - Benefit Overview, (continued)

Covered Services	Member's Cost
<b>Emergency Care</b>	
Treatment in an <i>Emergency room</i>  Page 17	\$100 <i>Copayment</i> (waived if admitted as an <i>Inpatient</i> ), then <i>Deductible</i> . <i>Emergency care</i> is covered up to the <i>Reasonable Charge</i> regardless of whether care is provided by a <i>Tufts HP Spirit Provider</i> . <b>Notes:</b> <ul style="list-style-type: none"> <li>If you are admitted as an <i>Inpatient</i> after <i>Emergency care</i>, you must call <i>Tufts Health Plan</i> at 800-870-9488 within 48 hours to be covered.</li> <li>If you are admitted as an <i>Inpatient</i> after receiving <i>Emergency care</i>, please call <i>Tufts Health Plan</i> in order to have your <i>Emergency room Copayment</i> waived (whether you are admitted to the same or a different hospital from which you received <i>Emergency care</i>).</li> </ul>

**Important Note about your coverage under the Affordable Care Act (“ACA”):** Under the ACA, preventive care services – including women’s preventive health care services, preventive care visits, certain prescription medications, and certain *Over-the-Counter* medications when prescribed by a licensed *Provider* and dispensed at a pharmacy pursuant to a prescription – are covered in full. These services are listed in the following [Part 1 - Benefit Overview](#) table. For more information about what services are covered in full under the ACA, please see the websites at <https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services>. You can find information about women’s preventive health services at <https://www.hrsa.gov/womensguidelines2016/index.html>.

### Important Notes: Your Benefits

The *Spirit Plan* offers care from a network of *Tufts Health Plan Providers* that is smaller than that of the *Navigator Plan*. *Spirit Members* are only covered for care from *Providers* in the *Spirit Network*. The only exceptions are for *Emergency care* or *Urgent Care* services while you are traveling.

Additionally, if you require *Covered Services* that are not available from a *Tufts HP Spirit Provider*, you may seek care from a non-*Tufts HP Spirit Provider* (with the approval of an *Authorized Reviewer*). Please see [Covered Services Not Available from a Tufts HP Spirit Provider](#) on page 28 for more information.

### Outpatient Office Visit Copayments

If you receive *Outpatient* care at an office visit, your *Office Visit Copayment* will vary depending on the type of *Tufts HP Spirit Provider* you see. *PCPs* are not tiered; however, care from specialists and hospitals is tiered based on their *Provider* group’s efficiency, practice and referral patterns, and participation in the GIC’s Centered Care Program. (For more information about tiering, visit [www.tuftshealthplan.com/gic](http://www.tuftshealthplan.com/gic).) *Cost Sharing* applies as indicated below:

#### Primary Care Provider (PCP) – \$20 Copayment

*PCPs* include general practitioners, family practitioners, internal medicine specialists, pediatric *Primary Care Providers*, physician assistants, nurse practitioners, primary care physicians who are also specialists, and obstetrician/gynecologists.

#### Massachusetts Specialists

*Copayment Tier 1 Specialist* (Lowest Cost Share):

Participates in the Centered Care Program and provides the most efficient care -- \$30 *Copayment*

*Copayment Tier 2 Specialist* (Mid-Level Cost Share):

Participates in the Centered Care Program and provides less efficient care-- \$60 *Copayment*

*Copayment Tier 3 Specialist* (Highest Cost Share):

Does not participate in the Centered Care Program -- \$75 *Copayment*

**All specialists outside of Massachusetts** -- \$60 *Copayment*

## **Part 1 - Benefit Overview**, *(continued)*

### **Limited Service Medical Clinic or Free-standing Urgent Care Center that participates in the Spirit Plan -- \$20 Copayment**

**Note:** Copayments for Urgent Care services at all other locations vary depending on the type of Provider (PCP vs. Specialist) you see, the location (for example, Provider's office or Emergency room) where you receive services, and which additional diagnostic Outpatient services, if any, are provided during the visit. Diagnostic Outpatient services provided in conjunction with an Urgent Care visit (for example, laboratory tests, Durable Medical Equipment, etc.) may be subject to separate Member Cost Sharing Amounts as specified in Part 1 - Benefit Overview. For more information, please call Member Services.

For a list of Tufts HP Spirit Providers (including their Specialist tiers, if applicable), please review the online Provider Directory at [www.tuftshealthplan.com/qic](http://www.tuftshealthplan.com/qic).

**Inpatient hospital stays** at Tufts HP Spirit Hospitals are grouped into Inpatient Hospital Copayment Levels based on their participation in the Center Care Program and their efficiency of performance. All hospital admissions are subject to the Inpatient Care Copayment Limit.

**Tier 1 (Lowest Cost Share):** Participates in the Centered Care Program and provides the most efficient care -- **\$275 Inpatient Copayment**.

**Tier 2 (Mid-level Cost Share):** Participates in the Centered Care Program and provides less efficient care -- **\$500 Inpatient Copayment**.

**Note:** Hospitals that do not participate in the Centered Care Program, but that Centered Care Providers refer to, are tiered at the same level as the Provider who made the referral.

**Covered Services outside of the 50 United States – Emergency care services** provided to you outside of the 50 United States qualify as Covered Services. In addition, Urgent Care services provided to you while traveling outside of the 50 United States also qualify as Covered Services. However, any other service, supply, or medication provided outside of the 50 United States is excluded under this Plan.

**Note:** Services received in the U.S. territories are considered to be outside of the United States.

#### **Member Identification Card**

Members must present their Member Identification Card (Member ID Card) to Providers when they receive Covered Services in order for benefits to be administered properly. Each Member ID Card contains the following information:

- The amounts you must pay for certain Covered Services (for example, your Copayments for Emergency room visits).
- The toll-free Tufts Health Plan telephone number to call if you have questions about your medical and behavioral health/substance use disorder coverage under the Spirit Plan.
- The toll-free Express Scripts telephone number to call if you have questions related to your Prescription Drug coverage under this Plan.

Some services may require approval by an Authorized Reviewer prior to treatment. This is indicated in the chart below by **(AR)**. If you fail to obtain prior approval, the Spirit Plan will not cover those services and supplies. For more information, call Member Services at 800-870-9488.

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## Part 1 - Benefit Overview, *(continued)*

Covered Services	Member's Cost
<b>Outpatient Care</b>	
Allergy injections ☞ Page 38	Covered in full (not subject to the <i>Deductible</i> )
Allergy testing and treatment ☞ Page 38	\$20 <i>PCP Copayment</i> , \$30/60/75 <i>Specialist Copayment</i>
Autism spectrum disorders – diagnosis and treatment (AR) ☞ Page 38	<p><b><u>Habilitative or rehabilitative care (including applied behavioral analysis) and psychiatric and psychological care:</u></b> For services provided by a licensed physical, occupational, or speech therapist, see <u>Treatment of speech, hearing, and language disorders</u> (page 45) and <u>Rehabilitative and Habilitative physical and occupational therapy services</u> (page 44).</p> <p>For services provided by a <i>Paraprofessional</i> or <i>Board-Certified Behavior Analyst (BCBA)</i>, a \$20 <i>Copayment</i> applies.</p> <p>For psychiatric and psychological care, see the <u>Behavioral Health and Substance Use Disorder Services</u> benefit (page 50).</p> <p><b><u>Prescription medications:</u></b> These services are administered by Express Scripts. Please see the <u>Prescription Drug Plan</u> on pages 85-96.</p> <p><b><u>Note:</u></b> Benefit limits for physical and occupational therapy services do not apply to the treatment of autism spectrum disorders.</p>
Cardiac rehabilitation services ☞ Page 38	\$20 <i>Copayment</i>
Chemotherapy administration <b>Note:</b> For information about your coverage for the medications used in chemotherapy, please see <u>Injectable, infused, or inhaled medications</u> later in this <u>Part 1 – Benefit Overview</u> . ☞ Page 38	<i>Deductible</i> , then covered in full
Chiropractic services (spinal manipulation) ☞ Page 39	\$20 <i>Copayment</i> <b>Limited to a total of one spinal manipulation evaluation and 20 visits per <i>Contract Year</i>.</b>
Clinical trials studying potential treatment(s) for cancer or other life-threatening diseases or conditions ☞ Page 39	\$20 <i>PCP Copayment</i> , \$30/60/75 <i>Specialist Copayment</i>
Colonoscopies	See <u>Diagnostic or preventive screening procedures</u> .
Coronary Artery Disease Program ☞ Page 39	10% of the <i>Reasonable Charge</i>
Diabetes self-management training and educational services ☞ Page 39	\$20 <i>PCP Copayment</i> , \$30/60/75 <i>Specialist Copayment</i>
Diagnostic imaging (AR) ☞ Page 39	<p><b><u>General imaging:</u></b> <i>Deductible</i>, then covered in full</p> <p><b><u>MRI/MRA, CT/CTA, PET, and nuclear cardiology (AR):</u></b> \$100 <i>Copayment</i> per day, then <i>Deductible</i></p> <p><b>Limit of one <i>Copayment</i> per day, even if you visit more than one <i>Provider</i>.</b></p>

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## Part 1 - Benefit Overview, *(continued)*

Covered Services	Member's Cost
<b>Outpatient Care, continued</b>	
Diagnostic or preventive screening procedures (AR) ☞ Page 39	<p><b>Colon or colorectal cancer screening:</b> Covered in full (not subject to the <i>Deductible</i>)</p> <p><b>Diagnostic procedure only (i.e., colonoscopies associated with symptoms):</b> <i>Deductible</i>, then covered in full</p> <p><b>Diagnostic procedures with treatment/surgery (i.e., polyp removal):</b> Covered as <i>Day Surgery</i> admissions:            \$150 <i>Copayment</i> for eye or gastrointestinal <i>Day Surgeries</i> performed in a free-standing surgical center, up to the <i>Day Surgery Copayment Limit</i>; then <i>Deductible</i>            \$250 <i>Copayment</i> (applies to all other <i>Covered Day Surgery</i> services performed in a hospital or free-standing surgical center setting), up to the <i>Day Surgery Copayment Limit</i>; then <i>Deductible</i></p>
Diagnostic testing (AR) ☞ Page 39	<i>Deductible</i> , then covered in full
Dialysis ☞ Page 40	<i>Deductible</i> , then covered in full
Early intervention services for a <i>Dependent Child</i> ☞ Page 40	Covered in full (not subject to the <i>Deductible</i> )
EKG testing ☞ Page 40	Covered in full (not subject to the <i>Deductible</i> )
Family planning procedures, services, and contraceptives ☞ Page 40	<p><b>Office Visit:</b> Covered in full (not subject to the <i>Deductible</i>)</p> <p><b>Day Surgery:</b> \$250 <i>Copayment</i> (applies to all <i>Covered Day Surgery</i> services, including those performed at free-standing surgical centers), up to the <i>Day Surgery Copayment Limit</i>; then <i>Deductible</i></p> <p><b>Note:</b> Some women's preventive health services, including contraceptives and female sterilization procedures, are covered in full and not subject to the <i>Deductible</i>. For more information about which services are considered preventive, see <a href="https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services">https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services</a> or <a href="https://www.hrsa.gov/womensguidelines2016/index.html">https://www.hrsa.gov/womensguidelines2016/index.html</a>.</p>
Human leukocyte antigen testing (AR) ☞ Page 40	<i>Deductible</i> , then covered in full
Infertility services (including up to five attempted ART procedures per birth) (AR) ☞ Page 40	<p><b>Office Visit:</b> \$20 <i>PCP Copayment</i>, \$30/60/75 <i>Specialist Copayment</i></p> <p><b>All other services:</b> <i>Deductible</i>, then covered in full</p>
Laboratory tests (AR) ☞ Page 42	<p><i>Deductible</i>, then covered in full</p> <p><b>Note:</b> Laboratory tests are covered in full and not subject to the <i>Deductible</i> when provided as preventive care services, as defined by the U.S. Preventive Services Task Force. For more information about which services are considered preventive, see <a href="https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services">https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services</a>.</p>

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## Part 1 - Benefit Overview, *(continued)*

Covered Services	Member's Cost
<b>Outpatient Care, continued</b>	
Mammograms  Page 42	Covered in full (not subject to the <i>Deductible</i> )
Maternity care (includes prenatal & postpartum care)  Page 42	<p><b><u>Maternity care office visits:</u></b>            Routine maternity care: Covered in full (not subject to the <i>Deductible</i>)            Non-routine maternity care: \$20 <i>PCP Copayment</i>, \$30/60/75 <i>Specialist Copayment</i></p> <p><b><u>Routine maternity-related laboratory tests:</u></b> Covered in full (not subject to the <i>Deductible</i>)</p> <p><b><u>Maternity-related diagnostic tests (i.e., ultrasounds and non-routine lab tests):</u></b> <i>Deductible</i>, then covered in full</p>
Nutritional counseling  Page 42	<p><b><u>Preventive nutritional counseling:</u></b> Covered in full</p> <p><b><u>All other nutritional counseling:</u></b> \$20 <i>PCP Copayment</i>, \$30/60/75 <i>Specialist Copayment</i></p> <p><b><u>Note:</u></b> Nutritional counseling is covered in full and not subject to the <i>Deductible</i> when provided as preventive care services, as defined by the U.S. Preventive Services Task Force. Please see <u>Nutritional counseling</u> on page 42 in Part 5 and <a href="https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services">https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services</a> for more information.</p> <p><b>Limit of one initial evaluation and three treatment visits per Contract Year.</b></p>
Office visits to diagnose and treat illness or injury, including consultations  Page 42	<p>\$20 <i>PCP Copayment</i>, \$30/60/75 <i>Specialist Copayment</i></p> <p><b><u>Note:</u></b> Psychiatric collaborative care services are covered under this benefit. Please see <u>Office visits to diagnose and treat illness or injury</u> in Part 5 for more information about these services.</p>
Pap Smears (cytology examinations)  Page 43	<p><b><u>Routine annual Pap smears (cytology examinations):</u></b> Covered in full (not subject to the <i>Deductible</i>)</p> <p><b><u>Diagnostic Pap smears (cytology examinations):</u></b> <i>Deductible</i>, then covered in full</p>

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## Part 1 - Benefit Overview, *(continued)*

Covered Services	Member's Cost
<b>Outpatient Care, continued</b>	
Preventive health care - Adults (age 18 and over)  Page 43	Covered in full (not subject to the <i>Deductible</i> )  <b>Note:</b> Preventive care services for adults are covered in full and are not subject to the <i>Deductible</i> . For more information about which services are considered preventive, see <a href="https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services">https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services</a> . <i>Member Cost Sharing</i> does apply to diagnostic tests or diagnostic laboratory tests ordered as part of a preventive services visit.
Preventive health care - Children (under age 18)  Page 43	Covered in full (not subject to the <i>Deductible</i> )  <b>Note:</b> Preventive care services for <i>Children</i> are covered in full and are not subject to the <i>Deductible</i> . For more information about which services are considered preventive, see <a href="https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services">https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services</a> . <i>Member Cost Sharing</i> does apply to diagnostic tests or diagnostic laboratory tests ordered as part of a preventive services visit.
Radiation therapy and x-ray therapy ( <b>AR</b> )  Page 43	<i>Deductible</i> , then covered in full
Rehabilitative and <i>Habilitative</i> physical (PT) & occupational therapy (OT) services ( <b>AR</b> )  Page 44	\$20 <i>Copayment</i>  <b>Limit of 30 visits per Contract Year for each type of therapy.</b>  <b>Note:</b> Limit does not apply to services related to the treatment of autism spectrum disorders or for physical or occupational therapy provided as part of Home health care, as described in the <u>Home health care</u> benefit on page 55 benefit later in this document.
Respiratory therapy or pulmonary rehabilitation services  Page 44	<i>Deductible</i> , and then covered in full
Routine annual gynecological exam  Page 44	Covered in full (not subject to the <i>Deductible</i> )  <b>Note:</b> Preventive gynecological services are covered in full and are not subject to the <i>Deductible</i> . For more information about which services are considered preventive, see <a href="https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services">https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services</a> . <i>Member Cost Sharing</i> does apply to diagnostic tests or diagnostic laboratory tests ordered as part of a preventive services visit.

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## Part 1 - Benefit Overview, (continued)

Covered Services	Member's Cost
<b>Outpatient Care, continued</b>	
Smoking cessation counseling services ☞ Page 44	Covered in full
Surgery in a physician's office (AR) ☞ Page 44	\$20 PCP Copayment, \$30/60/75 Specialist Copayment
Telehealth services (through Teladoc) ☞ Page 44	\$15 Copayment  <b>Note:</b> These <i>Cost Sharing Amounts</i> apply to telehealth services obtained through the <i>Tufts Health Plan</i> designated telehealth vendor, Teladoc. For more information, go to <a href="https://www.tuftshealthplan.com/member/health-information-tools/digital-tools/telehealth">https://www.tuftshealthplan.com/member/health-information-tools/digital-tools/telehealth</a> or contact <i>Member Services</i> .
Telemedicine services ☞ Page 44	<b>For behavioral health/substance use disorder visits:</b> Individual and family therapy session: \$20 Copayment per visit Medication management session: \$15 Copayment per visit  <b>For medical visits:</b> \$20 PCP Copayment, \$30/60/75 Specialist Copayment  <b>Remote patient monitoring and remote medical data transfer/evaluation services:</b> See <u>Diagnostic testing</u> for the applicable <i>Member Cost Sharing</i> .  <b>Notes:</b> <ul style="list-style-type: none"> <li>• These <i>Copayments</i> apply to telemedicine services with <i>Tufts HP Spirit Providers</i>, not from Teladoc.</li> <li>• A telemedicine services visit with a <i>Tufts HP Spirit Provider</i> will apply the same <i>Member Cost Sharing</i> that applies to an in-person visit with that <i>Provider</i>.</li> </ul>
Treatment of speech, hearing, and language disorders (includes speech therapy) (AR) ☞ Page 45	\$20 Copayment  <b>Note:</b> <i>Copayments</i> for the diagnosis of speech, hearing, and language disorders vary depending upon the service provided (e.g., x-rays, diagnostic testing, office visits).
<b>Urgent Care</b> ☞ Page 45	
In a <i>Provider's office</i>	\$20 PCP Copayment, \$30/60/75 Specialist Copayment
In a <i>Limited Service Medical Clinic</i>	\$20 Copayment
In a <i>Free-standing Urgent Care Center</i>	\$20 Copayment
In a Hospital-based <i>Outpatient walk-in clinic</i>	\$20 PCP Copayment, \$30/60/75 Specialist Copayment

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on page 73 and the Definitions section on page 93.

## Part 1 - Benefit Overview, (continued)

Covered Services	Member's Cost
<b>Outpatient Care, continued</b>	
Vision care services, including: Routine eye exam ☞ Page 45  Eye examinations and necessary treatment of a medical condition (AR) ☞ Page 45	<b>Routine eye exam:</b> \$20 Copayment  <b>Limit of one routine eye exam in each 24-month period.</b>  <b>Note:</b> Services must be received from an EyeMed network Provider.  <b>Eye examinations and necessary treatment of a medical condition:</b> \$20 PCP Copayment, \$30/60/75 Specialist Copayment
Voluntary second or third surgical opinions ☞ Page 45	\$20 PCP Copayment, \$30/60/75 Specialist Copayment

<b>Oral health services</b>	
Emergency dental care ☞ Page 46	<b>Treatment in an Emergency room:</b> \$100 Copayment (waived if admitted as an Inpatient), then Deductible applies  <b>Note:</b> If you are admitted as an Inpatient after receiving Emergency care, please call Tufts Health Plan in order to have your Emergency room Copayment waived (whether you are admitted to the same or a different hospital from which you received Emergency care).
Oral surgery for dental treatment in an Inpatient or Day Surgery setting (AR) ☞ Page 46	<b>Day Surgery:</b> \$250 Copayment (applies to all covered Day Surgery services, including those performed at free-standing surgical centers) per person per Day Surgery admission, up to the Day Surgery Copayment Limit; then Deductible applies  <b>Inpatient care:</b> Applicable Inpatient care Copayment (see Inpatient Care below), then Deductible applies
Oral surgical procedures for non-dental medical treatment (AR) ☞ Page 46	<b>Office visit:</b> \$20 PCP Copayment, \$30/60/75 Specialist Copayment  <b>Day Surgery:</b> \$250 Copayment (applies to all covered Day Surgery services, including those performed at free-standing surgical centers) per person per Day Surgery admission, up to the Day Surgery Copayment Limit; then Deductible applies  <b>Inpatient care:</b> \$275/\$500 Inpatient Copayment (see Inpatient Care below), then Deductible applies

Please note that italicized words in this document have special meanings found in Part 8 - Terms and Definitions on page 73 and the Definitions section on page 93.

**Part 1 - Benefit Overview, (continued)**

Covered Services	Member's Cost
<b>Day Surgery</b>	
<p><i>Day Surgery</i> (including facility services and physician, medical, &amp; surgical services) <b>(AR)</b></p> <p>☞ Page 46</p>	<p><b>Eye and gastrointestinal <i>Day Surgeries</i> at free-standing surgical centers:</b> \$150 Copayment applies per person per <i>Day Surgery</i> admission; then <i>Deductible</i></p> <p><b>All other covered <i>Day Surgery</i> services (including those performed at free-standing surgical centers):</b> \$250 Copayment (applies to all other covered <i>Day Surgery</i> services, including those performed at free-standing surgical centers) per person per <i>Day Surgery</i> admission, up to the <i>Day Surgery Copayment</i> Limit; then <i>Deductible</i></p>
<b>Inpatient Care</b>	
<p>Including but not limited to:</p> <p>Acute <i>Hospital</i> services (including room and board; facility services; physician, medical, &amp; surgical services; and related services) <b>(AR)</b></p> <p>☞ Page 47</p> <p>Transplants <b>(AR)</b></p> <p>☞ Page 47</p> <p>Gender reassignment (gender affirmation) surgery <b>(AR)</b></p> <p>☞ Page 47</p> <p><b>Note:</b> Other <i>Covered Services</i> related to this benefit, such as <i>Day Surgery</i>, <i>Outpatient</i> medical care, prescription medications, and behavioral health care are covered under the applicable benefits as listed here in the <u>Part 1 - Benefit Overview</u> as well as in the <u>Prescription Drug Plan</u> section (Pages 85-96).</p> <p>Maternity care</p> <p>☞ Page 48</p> <p>Clinical trials</p> <p>☞ Page 49</p> <p>Reconstructive surgery and procedures <b>(AR)</b></p> <p>☞ Page 49</p>	<p>\$275/\$500 <i>Inpatient Copayment</i> (up to the <i>Inpatient Care Copayment</i> Limit), then <i>Deductible</i> applies</p> <p><b>Note:</b> See <u>Part 9 – Spirit Plan Inpatient Hospital Copayment Levels</u> on pages 81-84 for a list of <i>Spirit Inpatient</i> Hospitals and their <i>Copayments</i>.</p>
<p><i>Inpatient</i> services for enrolled newborn <i>Children</i> who stay in the hospital beyond the mother's discharge</p> <p>☞ Page 50</p>	<p><i>Deductible</i>, then covered in full</p>

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on page 73 and the Definitions section on page 93.

## Part 1 - Benefit Overview, (continued)

<b>Covered Services</b>	<b>Member's Cost</b>
<b>Behavioral Health and Substance Use Disorder Services</b>	
<b>To contact the Tufts Health Plan Behavioral Health Department, call 1-800-870-9488.</b>	
<i>Outpatient services*</i>  Page 50	Individual and family therapy session or specialty <i>Outpatient</i> service (e.g., ECT): \$20 <i>Copayment</i> per visit  Group therapy or medication management session: \$15 <i>Copayment</i> per visit
Medication assisted treatment, including methadone maintenance  Page 54	Covered in full when provided by a medication assisted treatment clinic
<i>Inpatient services (AR)</i>  Page 50	\$200 <i>Inpatient care Copayment</i> per calendar quarter  <b>Note:</b> Prior approval by an <i>Authorized Reviewer</i> is not required for <i>Inpatient</i> psychiatric services. Please see Part 5 for more information about these services.
<i>Medically Necessary</i> treatment in a behavioral health residential treatment facility ( <b>AR</b> )  Page 50	<i>Deductible</i> , then covered in full
Intermediate care ( <b>AR</b> )  Page 50	<i>Deductible</i> , then covered in full
Emergency Services Programs  Page 50	<b><u>Community Crisis Stabilization:</u></b> <i>Deductible</i> , then covered in full  <b><u>Mobile Crisis Intervention:</u></b> <i>Deductible</i> , then covered in full
Behavioral health wellness examination  Page 50	Covered in full
Telehealth services (through Teladoc)  Page 44	\$15 <i>Copayment</i>  <b>Note:</b> These <i>Cost Sharing Amounts</i> apply to telehealth services obtained through the <i>Tufts Health Plan</i> designated telehealth vendor, Teladoc. For more information, go to <a href="https://www.tuftshealthplan.com/member/health-information-tools/digital-tools/telehealth">https://www.tuftshealthplan.com/member/health-information-tools/digital-tools/telehealth</a> , or contact <i>Member Services</i> .
Telemedicine services  Page 44	Individual and family therapy session: \$20 <i>Copayment</i> per visit Medication management session: \$15 <i>Copayment</i> per visit  <b>Note:</b> These <i>Copayments</i> apply to telemedicine services received from a <i>Tufts HP Spirit Provider</i> .

\*Certain *Outpatient* behavioral health and substance use disorder services may require approval by an *Authorized Reviewer*. Please see Part 5, page 50, [Behavioral Health and Substance Use Disorder Services](#) or contact the Behavioral Health Department for more information.

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## Part 1 - Benefit Overview, (continued)

Covered Services	Member's Cost
<b>Other Health Services</b>	
Ambulance services (AR)  Page 54	<i>Deductible</i> , then covered in full
Cleft lip or cleft palate treatment and services for Children (AR)  Page 54	<p><b><u>Medical or facial surgery:</u></b>  <i>Inpatient services: \$275/\$500 Inpatient Copayment</i> (up to the <i>Inpatient Care Copayment Limit</i>), then <i>Deductible</i> applies</p> <p><i>Day Surgery: \$250 Copayment</i> (applies to all covered <i>Day Surgery</i> services, including those performed at free-standing surgical centers) per person per <i>Day Surgery</i> admission, up to the <i>Day Surgery Copayment Limit</i>; then <i>Deductible</i> applies</p> <p><b><u>Oral surgery:</u></b> Covered to the same extent as other covered surgical procedures</p> <p><b><u>Dental surgery or orthodontic treatment and management:</u></b> Covered in full (not subject to the <i>Deductible</i>)</p> <p><b><u>Preventive and restorative dentistry:</u></b> Covered in full (not subject to the <i>Deductible</i>)</p> <p><b><u>Speech therapy and audiology services:</u></b> \$20 <i>Copayment</i></p> <p><b><u>Nutrition services:</u></b> \$20 <i>PCP Copayment</i>, \$30/60/75 <i>Specialist Copayment</i></p>
Extended care facility services (AR) in: <ul style="list-style-type: none"> <li>▪ Skilled nursing facility</li> <li>▪ Rehabilitation hospital</li> <li>▪ Chronic hospital</li> </ul>  Page 54	<p><b><u>Skilled nursing facility:</u></b> <i>Deductible</i>, then 20% of the <i>Reasonable Charge</i></p> <p><b><u>Rehabilitation hospital or chronic hospital:</u></b> <i>Deductible</i>, then covered in full</p> <p><b>Limit of 45 days per Member per Contract Year in a skilled nursing facility.</b></p>
Home health care (AR)  Page 55	<i>Deductible</i> , then covered in full
Hospice care (AR)  Page 55	<i>Deductible</i> , then covered in full
Injectable, infused, or inhaled medications (AR)  Page 56	<i>Deductible</i> , then covered in full

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## Part 1 - Benefit Overview, (continued)

Covered Services	Member's Cost
<b>Other Health Services, continued</b>	
<p><b><u>Medical appliances and equipment, including:</u></b></p> <p><i>Durable Medical Equipment</i> (including <i>Prosthetic Devices</i>) (AR)   Page 57</p> <p>Eyeglasses/contact lenses (only the first pair after cataract surgery)   Page 62</p> <p>Hearing aids   Page 58</p>	<p><b><u>Durable Medical Equipment (including Prosthetic Devices):</u></b> <i>Deductible</i>, then covered in full</p> <p><b><u>Eyeglasses/contact lenses:</u></b> <i>Deductible</i>, then covered in full  <b>Limited to the first pair of lenses after cataract surgery.</b></p> <p><b><u>Hearing aids</u></b>  <i>Members 21 and under:</i> One hearing aid per ear per prescription change covered in full (not subject to the <i>Deductible</i>)  <b>Limit of \$2,000 per ear per Member every 24 months.</b>  <i>Members 22 and over:</i> First \$500 covered in full (not subject to the <i>Deductible</i>), then 20% of the next \$1,500 (plus any balance)  <b>Limit of \$1,700 per Member every 24 months for both ears (combined).</b></p>
<p>Personal <i>Emergency Response System</i>   Page 59</p>	<p>20% of charges  <b>Limit of \$50 for installation and \$40 per month for rental charges for hospital-based systems.</b></p>
<p>Private duty nursing care (<i>Inpatient and Outpatient</i>) (AR)   Page 59</p>	<p><i>Deductible</i>, then covered in full  <b>Limit of \$8,000 per Member per Contract Year.</b></p>
<p>Scalp hair prostheses or wigs   Page 59</p>	<p>Covered in full (not subject to the <i>Deductible</i>)</p>
<p><i>Special Formulas</i>, including:</p> <p>Low protein foods (AR)   Page 59</p> <p>Nonprescription enteral formulas (AR)   Page 59</p> <p>Special medical formulas (AR)   Page 59</p>	<p><b><u>Low protein foods:</u></b>  Covered in full (not subject to the <i>Deductible</i>)</p> <p><b><u>Nonprescription enteral formulas:</u></b>  <i>Deductible</i>, then covered in full</p> <p><b><u>Special medical formulas:</u></b>  <i>Deductible</i>, then covered in full</p>

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on page 73 and the Definitions section on page 93.

## **Part 1 - Benefit Overview**, *(continued)*

### **Prescription Drug Benefit (see pages 85-96)**

Benefits administered by Express Scripts. For information, see the *Prescription Drug Plan* on page 85, visit <http://www.express-scripts.com>, or call 855-283-7679.

### **Employee Assistance Program (EAP) Benefits**

Employee Assistance Program (EAP) benefits are provided through Optum. You may call Optum at 844-263-1982 or visit their website at [www.liveandworkwell.com](http://www.liveandworkwell.com) (Website Access Code: Mass4You) to find information about your EAP benefits and to check on the status or ask a question about an EAP claim.

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## **Part 2 – Plan and Benefit Information**

### **Your Cost for Medical Services**

You are responsible for paying the costs described below for *Covered Services*. For more information about the *Covered Services* subject to these costs, please see Part 5.

*Covered Services* are covered only when the *Covered Services* are provided by a *Tufts HP Spirit Provider*.

If *Tufts HP* determines that a *Covered Service* is not available from a *Tufts HP Spirit Provider*, you may receive *Covered Services* from a *Provider* who is not part of the *Spirit Network* (with the approval of an *Authorized Reviewer*), up to the *Reasonable Charge*. You may be responsible for any charges in excess of the *Reasonable Charge*. Please see the [Bills from Providers](#) section on page 68 for additional information regarding balance billing and when *Members* are responsible for payment.

### **Copayments**

- *Emergency room* (waived if admitted).....\$100 *Copayment* per visit

#### **Notes:**

- If you register in an *Emergency room* but leave without receiving care, an *Emergency room Copayment* (and then the *Deductible*) may apply.
- A *Day Surgery Copayment* may apply if *Day Surgery* services are received.
- If you are admitted to an *Inpatient* behavioral health facility after being seen at the *Emergency room*, please call the *Tufts Health Plan Member Services Department* to request that your *Emergency room Copayment* be waived, or to request an adjustment of the claim.
- If you are admitted as an *Inpatient* after receiving *Emergency care*, please call *Tufts Health Plan* in order to have your *Emergency room Copayment* waived (whether you are admitted to the same or a different hospital from which you received *Emergency care*).
- Medical Office Visit..... \$20 *PCP Copayment*, \$30/\$60/\$75 *Specialist Copayment* per visit

**Note:** For certain diagnostic *Outpatient* services provided in conjunction with a preventive care visit, you may be charged an office visit *Cost Sharing Amount*.

- Visit to a *Limited Service Medical Clinic* or *Free-standing Urgent Care Center* that participates in the *Spirit Plan*.....\$20 *Copayment* per visit

**Note:** *Copayments* for *Urgent Care* services at all other locations vary depending on the type of *Provider* (*PCP* vs. *Specialist*) you see, the location (for example, *Provider's office* or *Emergency room*) where you receive services, and which additional diagnostic *Outpatient* services, if any, are provided during the visit. Diagnostic *Outpatient* services provided in conjunction with an *Urgent Care* visit (for example, laboratory tests, *Durable Medical Equipment*, etc.) may be subject to separate *Member Cost Sharing Amounts* specified in the [Part 1 – Benefit Overview](#) section.

- Behavioral Health/Substance Use Disorder Office Visit:
  - Individual and Family Therapy and Specialty *Outpatient Services* (e.g., ECT): \$20 *Copayment* per visit
  - Group Therapy and Medication Management: \$15 *Copayment* per visit

**Note:** For behavioral health and substance use disorder telemedicine office visits with *Tufts HP Providers*, you have up to 3 per *Contract Year* that will not be subject to a *Copayment*. For more information on the *Copayments* that apply to telemedicine office visits with *Tufts HP Providers*, please see the Telemedicine services benefit in the [Part 1 – Benefit Overview](#) section.

- *Inpatient Services* vary by hospital tier ([Part 9 – Spirit Plan Inpatient Hospital Copayment Levels](#)).
- *Day Surgery* .....\$150 per admission for eye and gastrointestinal *Day Surgeries* at free-standing surgical centers; all other *Day Surgeries* are subject to a \$250 *Copayment* per admission regardless of the site of service.

## **Your Cost for Medical Services,** *(continued)*

### **Day Surgery Copayment Limit**

Each individual *Member* is responsible for paying a maximum of four *Day Surgery Copayments* per *Contract Year*. (The *Contract Year* runs from July 1 to the following June 30.) When you have paid four *Day Surgery Copayments*, no more *Day Surgery Copayments* will be charged in that *Contract Year*.

The *Day Surgery Copayment Limit* consists of your *Copayments* for *Day Surgery* only. It does not include *Deductibles*, *Coinsurance*, other *Copayments*, or payments you make for non-Covered Services or care received from *Providers* who are not part of the *Spirit Network*.

### **Inpatient Care Copayment Limit**

Each individual *Member* is responsible for paying a maximum of one *Inpatient Copayment* per *Contract Year* quarter. (The *Contract Year* quarters are: July/August/September, October/November/December, January/February/March, and April/May/June). The *Inpatient Care Copayment* is waived if you are readmitted within 30 days of discharge, if both admissions are in the same *Contract Year*. Contact the *Tufts Health Plan Member Services* Department if you are billed so that we can adjust your claim.

The quarterly *Inpatient Care Copayment* includes only *Copayments* for *Inpatient care*. It does not include *Deductibles*, *Coinsurance*, other *Copayments*, or payments you make for non-Covered Services.

### **Medical Deductible**

A \$400 individual *Deductible* and a \$800 family (two or more *Members*) *Deductible* apply each *Contract Year*. Your family *Deductible* is met once any combination of family *Members* reaches \$800; no family *Member* will pay more than his or her individual *Deductible* per *Contract Year*.

The *Deductible* is the amount that you must first pay for *Covered Services* before the *Spirit Plan* will pay for certain *Covered Services*. It **does not** apply to prescriptions drugs.

**Note:** The *Deductible* applies to *Day Surgery*, *Emergency* room, *Inpatient* hospital, and many *Outpatient* services. It also applies to all services and supplies categorized as Other Health Services (page 54) except for hearing aids, Personal *Emergency* Response Systems, scalp hair prostheses or wigs for cancer and leukemia patients, and chiropractic services (spinal manipulation). See the Part 1 - Benefit Overview (page 9) section for more information.

### **Prescription Drug Deductible**

A \$100 individual Prescription Drug *Deductible* and a \$200 family Prescription Drug *Deductible* apply each *Contract Year*. Your family Prescription Drug *Deductible* is met once any combination of family *Members* reaches \$200; no family *Member* will pay more than his or her individual Prescription Drug *Deductible* per *Contract Year*.

The Prescription Drug *Deductible* is the amount you must first pay for covered Prescription Drugs before the *Spirit Plan* will pay for any covered Prescription Drugs.

**Note:** This Prescription Drug *Deductible* does **not** apply to preventive drugs, orally-administered anti-cancer drugs, or generic buprenorphine-naloxone, naloxone, and naltrexone products. See the Prescription Drug Plan on pages 85-96 for more information.

### **Coinsurance**

There is no *Coinsurance* for most *Covered Services* provided by a *Tufts HP Spirit Provider*.

Certain services do require *Coinsurance*, including hearing aids for *Members* aged 22 and over; extended care services in a skilled nursing facility; Personal *Emergency* Response Systems; and Coronary Artery Disease Programs. See Part 1 - Benefit Overview (pages 9-22) for details.

## **Your Cost for Medical Services,** *(continued)*

### **Out-of-Pocket Maximum**

A \$5,000 individual *Out-of-Pocket Maximum* and a \$10,000 family (two or more *Members*) *Out-of-Pocket Maximum* apply each *Contract Year*. The family *Out-of-Pocket Maximum* includes all amounts any enrolled family *Members* pay toward their individual *Out-of-Pocket Maximums*, including the *Deductible*, *Coinsurance*, and *Copayments* for *Covered Services*.

Once the family *Out-of-Pocket Maximum* has been met, all enrolled family *Members* will have satisfied their individual *Out-of-Pocket Maximums* for the remainder of that *Contract Year*. Once you satisfy the *Out-of-Pocket Maximum*, all *Covered Services* you receive are covered in full up to the *Reasonable Charge* for the rest of that *Contract Year*.

Your *Copayments* for Prescription Drugs and behavioral health and substance use disorder services also count towards this *Out-of-Pocket Maximum*.

**Note:** You cannot use the following services and supplies to satisfy this *Out-of-Pocket Maximum*:

- Any service or supply that does not qualify as a *Covered Service*. This includes any services that require the approval of an *Authorized Reviewer* prior to treatment for which you do not obtain such approval.
- Any amount you pay for *Covered Services* obtained from a *Provider* that is not a *Tufts HP Spirit Provider* (except in cases of *Emergency* or for *Urgent Care* while traveling, and except as discussed in the *Covered Services Not Available from a Tufts HP Spirit Provider* section on page 28).

**Please note that italicized words in this document have special meanings** found in Part 8 - Terms and Definitions on **page 73** and the Definitions section on **page 93**.

## **Part 3 – How Your Health Plan Works**

### **How the Plan Works**

#### **Eligibility for Benefits**

The *Plan* covers only the services and supplies described as *Covered Services* in Part 5. There are no pre-existing condition limitations under this *Plan*. You are eligible to use your benefits as of your *Effective Date*.

**Behavioral health and substance use disorder services have different requirements. Please see *Inpatient Behavioral Health and Substance Use Disorder Services* on page 29 in Part 3 – How Your Health Plan Works; and in Part 5 - Covered Services see the *Behavioral Health and Substance Use Disorder Services* on page 50 for more information.**

In accordance with federal law (45 CFR § 148.180), *Tufts Health Plan* does not:

- Adjust premiums based on genetic information;
- Request or require genetic testing; or
- Collect genetic information from individuals prior to, or in connection with, enrollment in a *Plan*, or at any time for underwriting purposes.

#### **Medically Necessary services and supplies**

The *Plan* will pay for *Covered Services* and supplies when they are *Medically Necessary*, as determined by *Tufts Health Plan*. *Covered Services* must be provided by a *Tufts HP Spirit Provider* to be covered. Except as described in the “**Important Note**” above, *Covered Services* provided by any other *Provider* will not be covered (except for *Emergency care* or *Urgent Care* while traveling, which are covered even when obtained from non-*Tufts HP Spirit Providers*). For behavioral health services, you must notify *Tufts Health Plan* when seeking this care. Contact the *Tufts Health Plan* Behavioral Health Department at 800-870-9488 to provide this notification.

**Note:** The *Spirit Plan* will not pay for services or supplies which are not *Covered Services*, even if they are provided by a *Tufts HP Spirit Provider*.

### **The Spirit Network**

The *Spirit Provider Network* is smaller than that of the *Navigator Plan*. Please confirm that the *Provider* you wish to see is a *Tufts HP Spirit Provider*. The *Plan* will not pay for services or supplies from non-*Tufts HP Spirit Providers*. There will be no coverage for services received from that *Provider* (except for *Emergency care*, *Urgent Care* while traveling, and as stated in *Covered Services Not Available from a Tufts HP Spirit Provider* on page 28).

To find *Tufts HP Spirit Providers*, please call 800-870-9488 or visit [www.tuftshealthplan.com/gic](http://www.tuftshealthplan.com/gic).

#### **Outpatient Care**

You are not required to designate a *Primary Care Provider (PCP)*, but there are many benefits to having a *PCP*. A *PCP* provides most of your routine care and can recommend other doctors to you when you need specialty care. *PCPs* can be advocates for your health, keep track of your health history, and help you get the care you need.

However, you can choose to see any *Tufts HP Spirit Provider* to receive care. When a *Tufts HP Spirit Provider* provides your care, you do not have to submit any claim forms. The claim forms are submitted to *Tufts Health Plan* by the *Tufts HP Spirit Provider*.

You will be required to pay a *Copayment* for certain *Covered Services* you receive from *Tufts HP Spirit Providers*. For more information about your costs for medical services, see Part 1 - Benefit Overview and Part 2 – Plan and Benefit Information earlier in this *Member Handbook*.

#### **Inpatient Care**

The *Spirit Plan* has two different *Copayment* Levels for *Inpatient* hospital stays at *Tufts HP Spirit Hospitals*. *Copayments* vary based on which hospital you choose.

Part 9 – Spirit Plan Inpatient Hospital Copayment Levels on page 81 provides a list of the *Spirit Plan Inpatient Hospital Copayment Levels*.

## **The Spirit Network,** (continued)

### **Inpatient Hospital Tiering**

*Inpatient* hospital *Copayments* are based on their efficiency of care. (Call *Member Services* for more information about hospital groupings.)

- *Tufts HP Spirit Hospitals* that are most efficient are in ***Inpatient Copayment Tier 1***, which has a **\$275 Copayment** per admission.
- *Tufts HP Spirit Hospitals* that are less efficient are in ***Inpatient Copayment Tier 2***, which has a **\$500 Copayment** per admission.
- Transplants at *Tufts Health Plan's* designated transplant network facilities are not grouped in a *Copayment* level. Covered transplant services at these facilities are subject to a **\$275 Copayment** per admission. Covered transplant services at any other *Tufts HP Spirit Hospital* have a **\$500 Copayment** per admission. Call *Member Services* at 800-870-9488 for information about the designated transplant network.

In addition, there are other services that are not included under these *Copayment* levels. These include: *Day Surgery*; *Inpatient* and intermediate behavioral health and substance use disorder services; certain care for newborn *Children*; and rehabilitation, extended care, and skilled nursing services at a skilled nursing facility, rehabilitation hospital, or chronic care facility. For information about your costs and limits for these services, please see [Part 1 - Benefit Overview](#) on pages 9-22; and see [Part 9 – Spirit Plan Inpatient Hospital Copayment Levels](#) on pages 81-84 in this *Member Handbook*.

### **Selecting a Provider**

In order to receive coverage, you must receive care from a *Tufts HP Spirit Provider* listed in the *Tufts HP Spirit Provider Directory*. If you have difficulty or need assistance in finding a *Tufts HP Spirit Provider*, please contact the *Tufts HP Member Services Department*.

### **Notes:**

- Under certain circumstances, if your physician is not in the *Tufts Health Plan Spirit Network*, you will be covered for a short period of time for services provided by that physician. Please see [Continuity of Care](#) on page 28.
- For additional information about a *Tufts HP Spirit Provider*, contact the Massachusetts Board of Registration in Medicine at 800-377-0550 or [www.mass.gov/massmedboard](http://www.mass.gov/massmedboard). The Board of Registration provides information about physicians licensed to practice in Massachusetts.

### **Missed Appointments**

The *Plan* will **not** pay for missed appointments that you did not cancel in advance (usually at least 24 hours). If the *Tufts HP Spirit Provider's* office is to charge for missed appointments that were not canceled in advance, you will have to pay the charges.

### **Changes to the Tufts Health Plan Spirit Provider network**

*Tufts Health Plan* offers *Members* a network of physicians, hospitals, and other *Providers* throughout the *Spirit Service Area*. Although *Tufts Health Plan* works to ensure the continued availability of *Tufts HP Spirit Providers*, our network of *Providers* may change during the year.

This can happen for many reasons, including a *Provider's* retirement, the *Provider's* move out of the *Spirit Service Area*, or his or her failure to continue to meet *Tufts Health Plan's* credentialing standards. This can also happen if *Tufts Health Plan* and the *Provider* are unable to reach agreement on a contract.

### **Covered Services from non-Tufts HP Spirit Providers**

*Emergency care* services from a non-*Tufts HP Spirit Provider* qualify as *Covered Services*. In addition, *Urgent Care* services provided to you while you are traveling also qualify as *Covered Services*, even if they are provided by a non-*Tufts HP Spirit Provider*. However, you may be billed for charges above the *Reasonable Charge* (as well as the *Deductible* and/or *Copayments*) if you visit an *Urgent Care Provider* that is not in the *Tufts HP Spirit* network. Please see the [Bills from Providers](#) section on page 68 for additional information regarding balance billing and when *Members* are responsible for payment.

Except as detailed below, any other service, supply, or medication provided to you by a non-*Tufts HP Spirit Provider* is excluded under this *Plan*.

## **The Spirit Network,** (continued)

### **Covered Services Not Available from a Tufts HP Spirit Provider**

If Tufts Health Plan determines that a Covered Service is not available from a Tufts HP Spirit Provider, with Tufts Health Plan's prior approval, you may go to a non-Tufts HP Spirit Provider and receive Covered Services up to the Reasonable Charge. You may be responsible for any charges in excess of the Reasonable Charge (as well as any applicable Cost Sharing Amount). Please see the Bills from Providers section on page 68 for additional information regarding balance billing and when Members are responsible for payment.

### **Continuity of Care**

#### **If you are an existing Member**

If your Provider is disenrolled from Tufts Health Plan for reasons other than quality or fraud, you may continue to see your Provider for the following continuing care conditions for up to 90 days from the date we notify of your Provider's termination, unless otherwise indicated below:

- If you are receiving treatment for a Serious or Complex Condition.
- If you are pregnant, you may continue to receive care from your Provider through your first postpartum visit.
- If you are an Inpatient.
- If you are scheduled to undergo urgent or emergent surgery, including postoperative.
- If you are terminally ill (having a life expectancy of 6 months or less), you may continue to see your Provider as long as necessary.

**Note:** Serious and Complex Condition means:

- an acute illness or condition that requires specialized medical treatment to avoid possibility of death or permanent harm; or
- a chronic illness or condition that (i) is life-threatening, degenerative, potentially disabling, or congenital; and (ii) requires specialized medical care over a prolonged period of time.

**Note:** If you have a complex care need, you may continue to see your Provider for up to 90 days to allow your care to be transitioned to a Tufts HP Spirit Provider. The Conditions for coverage of continued treatment section below does not apply to Providers treating Members with complex care needs.

If your PCP disenrolls, Tufts HP will provide you notice at least 30 days in advance. If the disenrollment is for reasons other than quality or fraud, you may continue to see your PCP for up to 30 days after the disenrollment. To choose a new PCP, call Member Services at 800-870-9488 or visit [www.tuftshealthplan.com/gic](http://www.tuftshealthplan.com/gic).

#### **If you are enrolling as a new Member**

If your Provider is not included in one of the Group Insurance Commission's health plans at the time of your enrollment as a new Member, you may continue to see him or her if:

- **Undergoing Treatment/PCP:** If you are undergoing a course of treatment or the Provider is your PCP, you may continue to see your Provider for up to 30 days from your Effective Date.
- **Pregnancy:** If you are in your second or third trimester of pregnancy, you may continue to see your Provider through your first postpartum visit.
- **Terminal Illness:** If you are terminally ill, you may continue to see your Provider as long as necessary.

### **Conditions for coverage of continued treatment**

As a condition for coverage of continued treatment, Tufts Health Plan may require your Provider to agree 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 in an amount exceeding the Cost Sharing that could have been imposed prior to the Provider's disenrollment;
- Adhere to the quality assurance standards of the Plan and to provide the Plan with any necessary medical information; and
- Adhere to the Plan policies and procedures, including those regarding referrals, prior authorization, and providing services pursuant to a treatment plan approved by the Plan.

## **Inpatient Behavioral Health and Substance Use Disorder Services**

### **Coverage**

If you need *Inpatient* or intermediate behavioral health or substance use disorder services, you may go to any *Tufts HP Spirit Provider*. There is no need to contact *Tufts HP* first. Simply call or go directly to any *Tufts HP Spirit Provider*. Identify yourself as a *Tufts HP Member*. The *Tufts HP Spirit Provider* is responsible for providing all *Inpatient/intermediate* behavioral health and substance use disorder services.

### **Emergency Admission to a non-Tufts HP Spirit Hospital**

If you are admitted in an *Emergency* to a non-*Tufts HP Spirit Provider*, you will be covered for *Covered Services* as long as you notify *Tufts HP* within 48 hours of the admission. Once it is determined that transfer to a *Tufts HP Spirit Provider* is medically appropriate, you will be transferred to a *Tufts HP Spirit Provider*. If you choose not to accept that transfer and to remain at the non-*Tufts HP Spirit Provider*, there will be no coverage. You will be responsible for all charges.

## **Financial Arrangements between Tufts Health Plan and Tufts HP Spirit Providers**

*Tufts Health Plan's* goal in compensating *Tufts HP Spirit Providers* is to encourage preventive care and active management of illnesses. *Tufts Health Plan* strives to be sure that the financial reimbursement system we use encourages appropriate access to care and rewards *Providers* for taking the best care of our *Members*. *Tufts Health Plan* uses a variety of mutually agreed upon methods to compensate *Tufts HP Spirit Providers*.

The *Tufts HP Spirit Provider Directory* indicates the method of payment for each *Provider*. Regardless of the method of payment, *Tufts Health Plan* expects all participating *Providers* to use sound medical judgment when providing care and when determining whether a referral for specialty care is appropriate. This approach encourages the provision of *Medically Necessary* care and reduces the number of unnecessary medical tests and procedures, which can be both harmful and costly to *Members*.

*Tufts Health Plan* reviews the quality of care provided to *Members* through its Quality of Health Care Program. You should feel free to ask your *Provider* specific questions about how he or she is paid.

### **Member Identification Card**

The *Plan* gives each *Member* a *Member Identification Card (Member ID Card)*. Your *Member ID Card* identifies your health care *Plan* and your individual *Member Identification Number*.

When you receive your *Member ID Card*, check it carefully. If any information is incorrect, call *Member Services* at 800-970-9488.

Please remember to carry your card with you at all times and bring it to your medical appointments. When you receive services, you must tell the office staff that you are a *Tufts Health Plan Member*.

**Note:** If you do not identify yourself as a *Member* and as a result, your *Provider* and/or the *Plan* does not manage your care, then the *Plan* may not pay for the services provided. If this occurs, you may be responsible for the costs.

## **Utilization Management**

The purpose of *Tufts Health Plan's* utilization management program is to ensure that health care services provided to *Members* are *Medically Necessary* and provided in the most appropriate and efficient manner.

*Medical Necessity* Guidelines are:

- based on current literature review;
- developed with input from practicing *Providers* in the *Spirit Service Area*;
- developed in accordance with the standards adopted by government agencies and national accreditation organizations;
- updated annually or more often as new treatments, applications, and technologies are adopted as generally accepted professional medical practice; and
- scientific evidence-based, if practicable.

*Tufts Health Plan* considers these guidelines as well as the *Member's* individual health care needs to evaluate on a case-by-case basis if a service or supply is *Medically Necessary*.

## **Utilization Management**, *(continued)*

Under this program, *Tufts Health Plan* may use prospective, concurrent, and/or retrospective review of health care services.

<b>Type of Review</b>	<b>Timeframe for Determinations*</b>
Prospective (Pre-service) <ul style="list-style-type: none"><li>• <i>Tufts Health Plan</i> determines whether proposed treatment is <i>Medically Necessary</i>.</li></ul>	15 days
Concurrent <ul style="list-style-type: none"><li>• The <i>Plan</i> monitors the course of treatment as it occurs and determines when it is no longer <i>Medically Necessary</i>.</li></ul>	Determination is made prior to treatment being reduced or terminated to allow you to appeal the determination
Retrospective (Post-service) <ul style="list-style-type: none"><li>• The <i>Plan</i> evaluates care after it has been provided to more accurately determine the appropriateness of health care services provided to <i>Members</i>.</li></ul>	30 days
<i>Urgent Care</i> review	72 hours

Utilization review helps *Members* in the following ways:

- Prospective and concurrent reviews let *Members* know if proposed health care services are *Medically Necessary* and covered under their plan. This allows *Members* to make informed decisions about their care.
- Utilization review can enhance the quality of care and convenience for the *Member* by evaluating if treatment is *Medically Necessary* and the most appropriate for the *Member*.
- By evaluating treatment cost effectiveness, *Member Cost Sharing Amounts* may be reduced.
- Helping to control overall plan costs plays an important part in making sure health care plans continue to be affordable.

If your request for coverage is denied, you have the right to file an appeal. See Part 6 for information on how to file an appeal.

*Tufts HP* makes coverage determinations. You and your *Provider* make all treatment decisions.

**Note:** *Members* can call *Tufts Health Plan* at 1-800-870-9488 to determine the status or outcome of utilization review decisions.

## **Care Management**

Some *Members* with severe illnesses and injuries may receive interventions under *Tufts Health Plan's* case management program.

Severe illness and injuries may include, but are not limited to, the following:

- High-risk pregnancy and newborn *Children*;
- Serious heart or lung disease;
- Cancer;
- Certain neurological diseases;
- AIDS or other immune system diseases; and
- Severe traumatic injury.

Under this program, the *Plan*:

- Supports *Members'* treatment and progress; and
- Encourages the use of the most appropriate and cost-effective treatments.

## **Care Management**, *(continued)*

If a *Member* is identified by *Tufts Health Plan* as an appropriate candidate for care management or is referred to the program, *Tufts Health Plan* may contact *Members* and their *Providers* to:

- Discuss a treatment plan;
- Established prioritized goals; and
- Explore potential alternative services or supplies.

*Members* and their *Plan Providers* will be contacted if *Tufts Health Plan* identifies alternatives to the *Member's* current treatment plan that qualify as *Covered Services*, are cost effective, and are appropriate for the *Member*.

### **Individual case management (ICM)**

In certain circumstances, *Tufts Health Plan* may authorize an individual case management ("ICM") plan for *Members* with a severe illnesses or injuries. The goal of the ICM plan is to identify and arrange for the most appropriate type, level, and setting of health care services and supplies for these *Members*.

Under the ICM plan, *Tufts Health Plan* may authorize coverage for alternative services and supplies that do not otherwise constitute *Covered Services* for that *Member*. This will occur only if *Tufts Health Plan*, at its sole discretion, determines that all of the following conditions are satisfied:

- The *Member's* condition is expected to require medical treatment for an extended time.
- The alternative services and supplies are:
  - *Medically Necessary*;
  - Provided directly to the *Member* with the condition; and
  - In place of more expensive treatment that is a *Covered Service*.
- The *Member* and an *Authorized Reviewer* agree to the alternative treatment program.
- The *Member* continues to show improvement in his or her condition, as determined periodically by an *Authorized Reviewer*.

When *Tufts Health Plan* authorizes an ICM plan, the *Covered Service* that the ICM plan will replace will also be indicated. The benefit available for the ICM plan will be limited to the benefit that the *Member* otherwise would have received for the *Covered Service*.

*Tufts Health Plan* will periodically monitor the appropriateness of the alternative services and supplies provided to the *Member*. If, at any time, these services and supplies fail to satisfy any of the conditions described above, the *Plan* may modify or terminate coverage for the services or supplies provided under the ICM plan.

### **Authorized Reviewer Approval**

Certain *Covered Services* require prior approval from an *Authorized Reviewer*. These services are identified by **(AR)** in the [Part 1 - Benefit Overview](#).

If you receive these services from a *Tufts HP Spirit Provider*, your *Provider* is responsible for obtaining approval from an *Authorized Reviewer*. If you fail to obtain prior approval, the *Spirit Plan* will not cover those services and supplies.

For more information about how to obtain this prior approval, please call *Member Services* at 800-870-9488.

If a request for coverage is denied, you have a right to appeal. Please see [Part 6 - Member Satisfaction Process](#) on page 64 for information on how to file an appeal.

**Services that you receive in an *Emergency* do not require prior approval from an *Authorized Reviewer*.**

**Please note that italicized words in this document have special meanings** found in [Part 8 - Terms and Definitions](#) on [page 73](#) and the [Definitions](#) section on [page 93](#).

## **Part 4 – Enrollment and Termination Provisions**

### **Enrollment**

#### **When to Enroll**

As a *Subscriber*, you may enroll yourself and your eligible *Dependents*, if any, for this coverage. You must apply to the GIC for enrollment in the *Plan*. To obtain the appropriate forms, active employees should contact their GIC Coordinator and retirees should contact the GIC.

You and your eligible *Dependents*, if any, may enroll for this coverage only:

- Within 10 days of your hire date as an eligible new employee;
- During the *Annual Enrollment Period*; or
- Within 60 days of the date your *Dependent* is first eligible for this coverage.

You must complete an enrollment form to enroll or add *Dependents* in a *Family Plan*. Additional documentation may be required, as follows:

- Newborns and *Dependent Children* (including step-*Children*) under age 26: copy of hospital announcement letter (for a newborn) or the *Child's* certified birth certificate.
- *Adopted Children*: photocopy of proof of placement letter or adoption, court decree of adoption, or amended birth certificate.
- Foster *Children* ages 19-26: photocopy of proof of placement letter or court order.
- *Spouses*: copy of certified marriage certificate.

Enrollment is subject to the provisions of Massachusetts General Laws, Chapter 32A, the GIC Rules and Regulations, and applicable federal law.

#### **Additional Information about Newborn Children**

The *Plan* will cover your newborn *Child* from birth under a *Family Plan*, provided the *Subscriber* enrolls the newborn *Child* within 60 days after birth.

If the *Subscriber* does not enroll the newborn *Child* within 31 days after birth, the *Spirit Plan* will only cover that newborn *Child* at birth for an initial 31-day period. During this period, the *Spirit Plan* will only cover *Routine Nursery Care* for up to 48 hours (in the case of a vaginal delivery) or up to 96 hours (in the case of a caesarean delivery).

To continue coverage for the newborn *Child* after this 31-day period, the *Subscriber* must apply to enroll the *Child* within 60 days after birth.

#### **Special Enrollment Condition**

If you declined to enroll your *Spouse* or *Dependents* when first eligible, you and your eligible *Dependents* may be enrolled within 60 days of a qualifying status change even ("qualifying events") or during the GIC's *Annual Enrollment Period*. Qualifying events include the following:

- Your coverage under other health coverage ends involuntarily;
- Your marriage or divorce;
- The birth, adoption, or placement for adoption of your *Dependent Child*;
- The employee or *Dependent* is eligible under a state Medicaid *Plan* or state *Children's* health insurance program (CHIP), and the Medicaid or CHIP coverage is terminated; or
- The employee or *Dependent* becomes eligible for a premium assistance subsidy under a state Medicaid *Plan* or CHIP.

Enrollment and change forms are available on the GIC's website at

<https://mygiclink.force.com/GenerateDocuSignPage> or <http://www.mass.gov/gic>. Alternatively, to obtain GIC enrollment and change forms, active employees may contact the GIC Coordinator at their workplace, and retirees should contact the GIC or use myGIClink.

#### **Handicapped Child**

Coverage may be available under a *Family Plan* for a *Handicapped Child* over the age of 26 provided that the *Child* was either mentally or physically handicapped so as not to be capable of earning his or her own living before age 19. Contact the GIC at 617-727-2310 for an application to continue coverage for a *Handicapped Child*.

Coverage may also be available until age 26 for *Children* who become handicapped at age 19 or older. Contact the GIC for information.

## **Effective Date of Coverage**

### **New employees**

Coverage begins on the first day of the month following 60 days or two (2) calendar months of employment, whichever comes first.

### **Persons applying during an Annual Enrollment Period**

Coverage begins each year on July 1.

### **Spouses and Dependents**

Coverage begins on the later of:

- The date your own coverage begins, or
- The date that the GIC has determined your *Spouse* or *Dependent* is eligible.

### **Surviving Spouses**

Upon application, you will be notified by the GIC of the date your coverage begins.

### **Residence in Service Area Requirement**

Every individual covered by a *Family Plan* must reside in the *Spirit Service Area* for at least 9 months of the year. Adult *Children* aged 19-26 may reside outside of the *Spirit Service Area* but will be subject to the *Plan's* coverage rules.

## **Termination**

### **Subscribers**

Your coverage ends on the earliest of:

- The end of the month in which you cease to be eligible for coverage;
- The date of death;
- The date the surviving *Spouse* (or covered former *Spouse*) remarries;
- The end of the month covered by your last contribution toward the cost of coverage;
- The date the *Plan* terminates;
- The date a *Subscriber* becomes eligible for Medicare and retires (or is already retired). Contact the GIC for more information about the options to continue health care coverage in one of the GIC's Medicare health *Plans*; or
- The date the *Subscriber* moves out of the *Spirit Service Area*. In order to remain enrolled in the *Spirit Plan*, the *Subscriber* must remain in the *Spirit Service Area* for 9 months in each *Calendar Year*.

### **Dependents**

A *Dependent's* coverage ends on the earliest of:

- The date the *Subscriber's* coverage under the *Plan* ends;
- The end of the month covered by your last contribution toward the cost of coverage;
- The date you become ineligible to have a *Spouse* or *Dependents* covered;
- The end of the month in which the *Dependent* ceases to qualify as a *Dependent*;
- The date the *Dependent Child*, who was permanently and totally disabled by age 19, marries;
- The date the covered divorced *Spouse* remarries (or the date the *Subscriber* marries);
- The date of the *Spouse* or *Dependent's* death;
- The date the *Plan* terminates; or
- The date the *Spouse* of a retired *Subscriber* becomes eligible for Medicare. Contact the GIC for more information about the options to continue health care coverage in one of the GIC's Medicare health *Plans*.

## **Continuation of Coverage**

### **Option to Continue Coverage for Dependents Aged 26 and Over**

*Dependent Children* aged 26 and over are no longer eligible for coverage under this *Plan*. *Dependents* aged 26 and over who are full-time students at accredited educational institutions may continue to be covered. However, you must pay 100% of the individual premium. The student must also submit an application to the GIC no later than 30 days after his or her 26<sup>th</sup> birthday. If this application is submitted late, your *Dependent Child* may apply during the GIC's *Annual Enrollment Period*. Full-time students aged 26 and over are not eligible for continued coverage if there has been a two-year break in their GIC coverage.

### **Continuing Coverage for Surviving Spouses and Dependent Children**

In the event of the death of the *Subscriber*, the surviving *Spouse* and/or eligible *Dependent Children* may be able to continue coverage. For more information on eligibility for survivors and orphans, contact the GIC.

To continue coverage, you must submit an enrollment form to the GIC within 30 days of the covered employee or retiree's death. You must also make the required contribution toward the cost of the coverage. Coverage will end on the earliest of:

- The end of the month in which the survivor dies;
- The end of the month covered by your last contribution payment for coverage;
- The date the coverage ends;
- The date the *Plan* terminates;
- For *Dependents*: the end of the month in which the *Dependent* would otherwise cease to qualify as a *Dependent*; or
- The date the surviving *Spouse* remarries.

### **Option to Continue Coverage after a Change in Marital Status**

Your former *Spouse* will not cease to qualify as a *Dependent* under the *Plan* solely because a judgment of divorce or separate support is granted. Massachusetts law presumes that he or she continues to qualify as a *Dependent*, unless the divorce judgment states otherwise.

**If you get divorced, you must notify the GIC within 60 days** and send the GIC a copy of the following sections of your divorce decree: Divorce Absolute Date, Signature Page, and Health Insurance Provisions. **If you or your former Spouse remarries, you must also notify the GIC.** If you fail to report a divorce or remarriage, *Tufts Health Plan* and the GIC have the right to seek recovery of health claims paid or premiums owed for your former *Spouse*.

Under M.G.L. Ch. 32A as amended and the GIC's regulations, your former *Spouse* will no longer qualify as a *Dependent* after the earliest of these dates:

- The end of the period in which the judgment states he or she must remain eligible for coverage;
- The end of the month covered by the last contribution toward the cost of the coverage;
- The date he or she remarries; or
- The date you remarry. If your former *Spouse* is covered as a *Dependent* on your remarriage date and the divorce judgment gives him or her the right to continue coverage, coverage will be available at full premium cost (as determined by the GIC) under the divorced *Spouse* rider. Alternatively, your former *Spouse* may enroll in COBRA coverage.

### **Family Members of Subscribers Enrolled in Medicare**

When a retired *Subscriber* turns 65 years of age and becomes eligible to enroll in the Medicare Program (Parts A and B), the *Subscriber's* family *Members* who are under age 65 may stay on the *Plan* provided that the *Subscriber* enrolls in one of the GIC's Medicare *Plans*.

## **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.

For more information about COBRA coverage, please see [Group Insurance Commission Notices](#) beginning on page 97.

## **Coverage under an Individual Contract**

Under certain circumstances, a person whose *Group Insurance Commission* coverage is ending has the option to convert to an *Individual Contract*. Please note that conversion to non-group health coverage may offer less comprehensive benefits and higher *Member Cost Sharing Amounts* than either COBRA coverage or *Plans* offered under the Health Insurance Marketplaces in many states.

### **If you live in Massachusetts**

If your *Group Insurance Commission* coverage ends, you may be eligible to enroll in coverage under an *Individual Contract* offered either directly by *Tufts Health Plan* or through the Massachusetts Health Insurance Connector Authority ("the Connector"). For more information, call *Member Services* or contact the Connector by phone at 877-MA-ENROLL or on its website at [www.mahealthconnector.org](http://www.mahealthconnector.org).

### **If you live outside of Massachusetts**

If your *Group Insurance Commission* coverage ends, you are not eligible to enroll in coverage under an *Individual Contract* offered either directly by *Tufts Health Plan* or through the Massachusetts Health Insurance Connector Authority. Please contact your state insurance department for information about coverage options that are available to you in your state.

### **For more information**

Please call *Tufts Health Plan Member Services* at 800-870-9488.

## **Part 5 – Covered Services**

### **Covered Services**

Health care services and supplies are *Covered Services* only if they are:

- Listed as *Covered Services* in this Part 5;
- *Medically Necessary*, as determined by *Tufts Health Plan*;
- Consistent with applicable law;
- Consistent with *Tufts Health Plan's Medical Necessity* Guidelines in effect at the time the services or supplies are provided. This information is available to you at <https://tuftshealthplan.com/member/employer-individual-or-family-plans/tools-resources/overview> or by calling *Member Services* at 800-870-9488;
- Obtained from a *Tufts HP Spirit Provider*, except for:
  - *Emergency or Urgent Care* services while traveling; and
  - Other *Covered Services* received from non-*Tufts HP Spirit Providers* (subject to the requirements listed under *Covered Services Not Available from a Tufts HP Spirit Provider* on page 28);
- Provided to treat an injury, illness, or pregnancy, or are preventive care services; and
- Approved by an *Authorized Reviewer* (if applicable).

#### **Notes:**

- Certain *Covered Services* require prior approval from an *Authorized Reviewer*. See [Part 1 - Benefit Overview](#) (page 9) for the services that require prior approval. If you receive these services from a *Tufts HP Spirit Provider*, that *Provider* is responsible for obtaining approval from an *Authorized Reviewer*. If you fail to obtain prior approval, the *Spirit Plan* will not cover those services and supplies.
- All claims are subject to retrospective review by an *Authorized Reviewer* to ensure that they are for *Covered Services* (described in [Part 5 - Covered Services](#) on page 36). The *Plan* will only pay claims that are for *Covered Services*.
- Diagnostic *Outpatient* services rendered in conjunction with a routine physical examination (i.e., a preventive care visit) may be subject to *Cost Sharing Amounts*. For example, diagnostic testing and diagnostic laboratory tests provided during a preventive care visit are covered as described under [Diagnostic testing](#) and [Laboratory tests](#).
- For certain diagnostic *Outpatient* services provided in conjunction with a preventive care visit, you may be charged an *Office Visit Copayment*.
- For certain *Outpatient* services, you may be billed both a facility fee and a separate physician fee for a single episode of care if the services are provided in a hospital setting or free-standing facility. If the *Cost Sharing Amount* for the *Outpatient* service includes a *Deductible* or *Coinsurance* charge, that charge will apply to both fees. If the *Cost Sharing Amount* is a *Copayment* charge, only a singular *Copayment* will apply unless otherwise specified in [Part 1 - Benefit Overview](#).

### **Your Costs for Covered Services**

For information about your costs (i.e., *Copayments*, *Coinsurance*, and *Deductibles*) for the *Covered Services* listed below, see [Part 1 - Benefit Overview](#) starting on page 9. Information about the day, dollar, and visit limits under this *Plan* can be found in [Part 1 - Benefit Overview](#) and in certain *Covered Services* listed below.

## **Covered Services, (continued)**

### **Alternatives to Opioids for Pain Management**

**Please note:** The *Plan* covers services and medications for pain management that are alternatives to opioids. Services include, but are not limited to:

- Spinal manipulation;
- Physical therapy; and
- Nutrition counseling.

To find a *Provider* for these services, please see our website. Click on “Find a Doctor or Hospital” to start your search. You may also call *Member Services* for help in finding a *Provider*.

Please note that prior approval for these services may be required. Please see [Part 1 - Benefit Overview](#) to determine if these services require prior approval.

Medications for pain management that are alternatives to opioids include, but are not limited to:

- Non-steroidal anti-inflammatory agents, such as ibuprofen; and
- Cyclooxygenase-2 (Cox-2) inhibitors, such as celecoxib.

For information about medication alternatives to opioids, please call *Member Services*.

### **Emergency Care**

If you are experiencing an *Emergency*, you should seek care at the nearest *Emergency* facility. If needed, call 911 for *Emergency* medical assistance. If 911 services are not available in your area, call the local number for *Emergency* medical services.

If you receive *Emergency* services but are not admitted as an *Inpatient*, the services will be covered up to the *Reasonable Charge*. You will be required to pay a *Copayment*, then the *Deductible* for each *Emergency* room visit. *Emergency Covered Services* from a non-Tufts HP Spirit Provider are subject to the applicable *Copayment* and *Deductible* (up to the *Reasonable Charge*). You are not responsible for paying any charges in excess of the *Reasonable Charge* for *Emergency Covered Services*. If you receive a bill for these services from a non-Tufts HP Spirit Provider, please contact *Member Services* at 800-870-9488 or see [Bills from Providers](#) for more information.

#### **Notes:**

- The *Emergency* room *Copayment* is waived if you are admitted as an *Inpatient*, or if the *Emergency* room visit results in an immediate *Day Surgery*. It may apply if you register in an *Emergency* room but leave without receiving care. The *Copayment* applies to *Observation* services. Call *Member Services* at 800-870-9488 for more information, or to have your *Emergency* room *Copayment* waived if you are admitted as an *Inpatient* (whether you are admitted to the same or a different hospital from which you received *Emergency* care).
- If you are admitted as an *Inpatient* after receiving *Emergency* care, you or someone acting for you must notify *Tufts Health Plan* within 48 hours of seeking care to be covered. (Notification from the attending physician satisfies this requirement.)
- If you are admitted to an *Inpatient* mental health facility after being seen at the *Emergency* room, the *Emergency* room *Copayment* will be waived. *Members* must call the *Tufts Health Plan Member Services* Department to request this waiver or to have the claim adjusted.
- If you are admitted as an *Inpatient* to a hospital that is not a *Tufts HP Spirit Hospital* after receiving *Emergency* care, that admission will be subject to *Inpatient Copayment Tier 2* (a \$500 *Copayment* per admission).

## **Outpatient Care**

### **Allergy testing (including antigens) and treatment, and Allergy injections**

**Note:** Allergy treatment (for example, an allergy shot) is subject to an Office Visit *Copayment* when received as part of an office visit. However, there may not be a *Copayment* if the sole purpose of your visit is to receive allergy treatment (for example, an allergy shot).

### **Autism spectrum disorders – diagnosis and treatment**

**Prior approval from an *Authorized Reviewer* is required.** 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, and include autistic disorder, Asperger's disorder, and pervasive *Development* disorders not otherwise specified.

Coverage is provided, in accordance with Massachusetts law, for the diagnosis and treatment of autism spectrum disorders. *Covered Services* include:

- *Habilitative* or rehabilitative care: professional, counseling, and guidance services and treatment programs that are necessary to develop, maintain, and restore the functioning of the individual. These programs may include, but are not limited to, applied behavioral analysis (ABA) supervised by a *Board-Certified Behavior Analyst*. For the purposes of this benefit, ABA includes the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct *Observation*, measurement, and functional analysis of the relationship between environment and behavior. Services include those provided by a *Paraprofessional* or a *Board-Certified Behavioral Analyst*. For more information about these programs, call the *Tufts Health Plan* Behavioral Health Department at 1-800-870-9488.
- Services provided by licensed or certified speech therapists, occupational therapists, physical therapists, or social workers: See Treatment of speech, hearing, and language disorders on page 45 and Rehabilitative and Habilitative physical and occupational therapy services on page 44. Please note that benefit limits for physical and occupational therapy do not apply when these services are provided for the treatment of autism spectrum disorders.
- Prescription medications (Coverage is administered by Express Scripts. Please see Prescription Drug Plan on pages 85-96 for more information about this coverage).
- Psychiatric and psychological care (see Behavioral Health and Substance Use Disorder Services, page 50).

### **Cardiac rehabilitation**

The *Plan* covers services for the *Outpatient* treatment of documented cardiovascular disease that:

- (1) Meet the standards promulgated by the Massachusetts Commissioner of Public Health, and
- (2) Are initiated within 26 weeks after diagnosis of cardiovascular disease.

The *Plan* covers only the following services:

- *Outpatient* convalescent phase of the rehabilitation program following hospital discharge; and
- *Outpatient* phase of the program that addresses multiple risk reduction, adjustment to illness, and therapeutic exercise.

#### **Notes:**

- Once treatment has been initiated, the *Member* can receive covered cardiac rehabilitation services for up to 6 months from the date of the first visit.
- For *Members* with angina pectoris, only one course of cardiac rehabilitation services will qualify as *Covered Services*.
- The *Plan* does not cover the program phase that maintains rehabilitated cardiovascular health.

### **Chemotherapy administration**

Please see Injectable, infused, or inhaled medications on page 56 in Part 5 for more information about coverage for medications.

## ***Outpatient care, (continued)***

### **Chiropractic services (Spinal manipulation)**

Spinal manipulation, when provided by a chiropractor.

Limit of one spinal manipulation evaluation and a total of 20 visits per *Member* in a *Contract Year*.

**Note:** Chiropractic services for *Members* aged 12 and under are not covered.

### **Clinical trials studying potential treatment(s) for cancer or other life-threatening diseases or conditions**

As required by applicable law, patient care services provided as part of a qualified clinical trial studying potential treatment(s) for cancer or other life-threatening diseases or conditions are covered to the same extent as those *Outpatient* services would be covered if the *Member* did not receive care in a qualified clinical trial.

Please see Clinical trials studying potential treatment(s) for cancer or other life-threatening diseases or conditions on page 39 or call *Member Services* at 800-870-9488 for more information about the criteria for a qualified clinical trial.

### **Colonoscopies**

See Diagnostic or preventive screening procedures below.

### **Contraceptives**

See page 39, Family planning procedures, services, and contraceptives.

### **Coronary Artery Disease Program**

A Coronary Artery Disease secondary prevention program assists *Members* with documented Coronary Artery Disease in making necessary lifestyle changes to reduce your cardiac risk factors. This benefit is available, when *Medically Necessary*, at designated programs to *Members* who meet the clinical criteria established for this program. For more information about this program, call *Member Services* at 800-870-9488.

### **Diabetes self-management training and educational services**

*Outpatient* self-management training and educational services, including medical nutrition therapy, used to diagnose or treat insulin-dependent diabetes, non-insulin dependent diabetes, or gestational diabetes. Services must be provided by a *Tufts HP Spirit Provider* who is a certified diabetes health care *Provider*.

**Note:** Medical nutritional therapy provided under this benefit is not subject to any visit limit described in the Nutritional counseling benefit on page 42.

### **Diagnostic imaging**

Including:

- General imaging (such as x-rays and ultrasounds); and
- MRI/MRA, CT/CTA, and PET tests and cardiology medicine (**may require prior approval from an *Authorized Reviewer***).

**Note:** Call *Member Services* at 800-870-9488 for more information about which services require prior authorization.

### **Diagnostic or preventive screening procedures**

Including, for example, colonoscopies, sigmoidoscopies, and proctosigmoidoscopies (**may require the prior approval of an *Authorized Reviewer***).

**Note:** Please see the Part 1 - Benefit Overview on page 9 for information about your *Copayments* for these procedures.

### **Diagnostic testing**

Including, but not limited to, sleep studies (performed in the home or a sleep study facility) and diagnostic audiological testing. **Prior approval by an *Authorized Reviewer* may be required.** Please call *Member Services* at 800-870-9488 for questions about specific tests.

## ***Outpatient care, (continued)***

### **Dialysis**

*Outpatient* dialysis treatment, including hemodialysis and peritoneal dialysis, is covered. Home peritoneal dialysis is a *Covered Service*. Home hemodialysis is covered only when provided under the direction of a general or chronic disease hospital or free-standing dialysis facility.

### **Early intervention services for a Dependent Child**

Early intervention services include occupational, physical, and speech therapy; nursing care; and psychological counseling.

These services must be provided by early intervention programs that meet the standards established by the Massachusetts Department of Public Health.

Services are available to *Members* from birth until their third birthday.

### **EKG testing**

### **Family planning procedures, services, and contraceptives**

Family planning services include medical examinations, birth control counseling, and genetic counseling. Covered Family planning procedures include tubal ligation, sterilization, and pregnancy termination.

The following contraceptives are available, when provided by a physician and administered in that physician's office:

- Cervical caps;
- Implantable contraceptives (e.g., Implanon® (etonogestrel), levonorgestrel implants);
- IUDs; and
- Depo-Provera or its generic equivalent.

**Note:** Certain contraceptives, such as oral contraceptives, over-the-counter female contraceptives, and diaphragms, are covered through Express Scripts. Information about your coverage with Express Scripts can be found under the Prescription Drug Plan described on pages 85-96.

### **Human leukocyte antigen testing**

Human leukocyte antigen testing or histocompatibility locus antigen testing for use in bone marrow transplantation is covered when necessary to establish a *Member's* bone marrow transplant donor suitability. Includes costs of testing for A, B, or DR antigens; or any combination consistent with the rules and criteria established by the Department of Public Health. **These services require the prior approval of an *Authorized Reviewer*.**

### **Infertility services**

**May require prior approval from an *Authorized Reviewer*.**

Diagnosis of infertility: Diagnostic procedures and tests are covered when provided in connection with an infertility evaluation.

Treatment of infertility: Infertility is defined as the condition of a *Member* who has been unable to conceive or produce conception, during a period of: (1) one year if the female is if age 35 or younger; or (2) during a period of six months if the female is over the age of 35. Attempts at conception to satisfy the diagnosis of Infertility may be done naturally or through artificial insemination.

For purposes of meeting the criteria for infertility, if a woman conceives but is unable to carry the pregnancy to live birth, the period of time she attempted to conceive prior to achieving that pregnancy will be included in the calculation of the one-year or six-month period, as applicable.

**Note:** With respect to non-*Member* donors of sperm or eggs, procurement or processing of donor sperm or eggs will be considered *Covered Services* to the extent such costs are not covered by the donor's health care coverage, if any.

## **Outpatient care, Infertility services, (continued)**

Covered infertility services for **Members with a diagnosis of infertility, which may require prior approval from an Authorized Reviewer** (as noted by **(AR)** below), include:

- Assisted Reproductive Technology (“ART”) procedures, including:
  - I.V.F. (in-vitro fertilization and/or embryo transfer) **(AR)**
  - D.O./I.V.F. (donor oocyte) **(AR)**
  - Donor embryo/F.E.T. (frozen embryo transfer) **(AR)**
  - Z.I.F.T. (zygote intra-fallopian transfer) **(AR)**
  - Assisted hatching **(AR)**
  - G.I.F.T. (gamete intra-fallopian transfer) **(AR)**
  - I.C.S.I. (intracytoplasmic sperm injection) **(AR)**
  - Cryopreservation of eggs (less than 90 days) **(AR)**
  - Cryopreservation of embryos/blastocysts **(AR)**
  - Cryopreservation of sperm

*Members* who meet the criteria for infertility who also have a documented medical contraindication to pregnancy, are using their own eggs, and are self-paying for a gestational carrier or surrogate, may be authorized for ovarian stimulation, egg retrieval, and fertilization. **Prior approval by an Authorized Reviewer is required.** For further details on what services are available to a *Member* who meets the definition of infertility, please see the *Medical Necessity* Guidelines for infertility services available at <https://tuftshealthplan.com/member/employer-individual-or-family-plans/tools-resources/overview>, or call *Member Services*.

With respect to non-*Member* donors of sperm or eggs, procurement or processing of donor sperm or eggs will be considered *Covered Services* to the extent such costs are not covered by the donor’s health care coverage, if any. Donor sperm is only covered when the partner has a diagnosis of male factor infertility.

- Other related treatment, including:
  - Artificial insemination (intrauterine or intracervical) **(AR)**;
  - Procurement and processing of eggs or inseminated eggs or storage of inseminated eggs when associated with active infertility treatment **(AR)**.

For more information, please call *Member Services* and see the *Medical Necessity* Guidelines on our website.

Preimplantation Genetic Diagnosis (PGD) testing with I.V.F. **(AR)**:

PGD testing is covered when either of the partners is a known carrier for certain genetic disorders. In addition to the *Infertility Services* provided in connection with applicable law (as described above), PGD testing with I.V.F. may be covered **for Members who do not have a diagnosis of infertility** in certain circumstances when the fetus would be at risk for an inherited genetic disorder associated with severe disability and/or premature death. For more information, please call *Member Services* and see the *Medical Necessity* Guideline for “Preimplantation Genetic Diagnosis” on our website.

Oral and injectable drug therapies used in the treatment of infertility associated with the *Covered Services* below are covered only when the *Member* has been approved for associated infertility services. These services are provided through your Prescription Drug benefit, which is administered by Express Scripts. Please see [Prescription Drug Plan](#) on pages 85-96 for more information.

**Note:** Artificial insemination and the ART procedures described above will only be considered *Covered Services* for *Members* with infertility who meet the eligibility criteria of *Tufts HP* (based on the *Member’s* medical history and the *Plan’s* contracted *Infertility Services Providers*). **Services must be approved in advance by an Authorized Reviewer.**

## **Outpatient care, (continued)**

### **Laboratory tests**

Including, but not limited to, blood tests, urinalysis, throat cultures, glycosylated hemoglobin (A1c) tests, genetic testing, and urinary protein/microalbumin and lipid profiles. Laboratory tests must be ordered by a licensed *Provider* and be performed at a licensed laboratory.

### **Notes:**

- **Some lab tests (e.g., genetic testing) may require prior approval from an *Authorized Reviewer*.**
- Please note that certain laboratory tests associated with routine preventive care are covered in full when billed in accordance with our Preventive Services Payment Policy. An example of this is the colorectal cancer screening test, Cologuard. If a laboratory test is not billed according to this policy, it will be subject to the *Member Cost Sharing Amount* for Laboratory tests specified in Part 1 - Benefit Overview. For additional information on this policy, please see our website at <https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services>.

### **Mammograms**

Covered at the following intervals:

- One baseline at 35-39 years of age;
- One every year at age 40 and older; and
- As otherwise *Medically Necessary*.

### **Maternity Care**

*Covered Services* include prenatal care, exams, and tests as well as postpartum care provided in a physician's office.

**Note:** You will be reimbursed for visits with a lactation consultant per pregnancy. Please contact the *Tufts Health Plan Member Services* Department at 800-870-9488 for information about reimbursement for these services. Maternity related tests (i.e., ultrasounds, diagnostic testing, and non-routine laboratory tests) are subject to the *Deductible*. However, in accordance with the ACA, routine laboratory tests associated with maternity care are covered in full and not subject to the *Deductible*. Please call *Member Services* for further information.

### **Nutritional counseling**

Includes nutritional counseling for an eating disorder, when given outside of an approved home health care plan, prescribed by a physician, and performed by a registered dietician/nutritionist. Coverage is provided for one initial evaluation and a total of 3 treatment visits per *Contract Year*. Nutritional counseling visits are covered:

- When *Medically Necessary*, for the purpose of treating an illness. Please see Nutritional Counseling in Part 1 - Benefit Overview (page 9) for the applicable *Cost Sharing Amount*; or
- As preventive services, including preventive obesity screening and counseling services, healthy diet counseling, and behavior change counseling. In accordance with the Affordable Care Act, preventive services that are currently recommended by the U.S. Preventive Services Task Force (USPSTF) are covered in full.

**Note:** Weight loss programs and clinics are not covered.

This visit limit does not apply to *Outpatient* nutritional counseling provided as part of:

- An approved home health care plan (see the Home health care benefit on page 55);
- Treatment for an eating disorder; or
- Diabetes self-management training and educational services (see benefit on page 39).

### **Office visits to diagnose and treat illness or injury**

**Note:** This includes consultations, *Medically Necessary* evaluations, and related health care services for acute or *Emergency* gynecological conditions.

Coverage also includes evidence-based, integrated psychiatric collaborative care services to treat both behavioral health and substance use disorders. Psychiatric collaborative care services are used to develop structured care management plans for *Members* and are provided through a primary care team that consists of a *Primary Care Provider*, a care manager, and a psychiatric consultant. Psychiatric collaborative care services are not available through all *Primary Care Providers* and are not appropriate for all *Members*. Please see Part 1 - Benefit Overview earlier in this *Member Handbook* for the applicable *Member Cost Sharing Amount* that applies to this service.

## **Outpatient care, (continued)**

### **Pap Smears (cytology examinations)**

One annual screening for women aged 18 and older, or as otherwise *Medically Necessary*.

### **Preventive health care – Adults (age 18 and over)**

Preventive care services for *Members* aged 18 and over include routine physical examinations, including appropriate immunizations and lab tests as recommended by the physician. They also include immunizations and lab tests, when not rendered as part of a routine physical exam.

Please visit <https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services> for more information about which services are considered preventive.

**Note:** Any *Medically Necessary* follow-up care resulting from a routine physical exam is subject to an Office Visit *Copayment*, as described under Office visits to diagnose and treat illness or injury (page 42). Diagnostic tests or diagnostic laboratory tests ordered as part of a routine physical exam are subject to the *Deductible*.

### **Preventive health care – Children (under age 18)**

Preventive care services for *Children* from birth until age 18 include:

- Physical examination, including limited *Developmental* testing with interpretation and report;
- History;
- Measurements;
- Sensory screening, including hearing exams and screenings;
- Neuropsychiatric evaluation;
- *Developmental* screening and assessment at the following intervals:
  - Birth until age 6 months: 6 visits;
  - Age 6 months until age 18 months: 6 visits;
  - Age 18 months until age 3: 6 visits; and
  - Age 3 until age 18: 1 visit per *Contract Year*.
- Hereditary and metabolic screening at birth;
- Appropriate immunizations and tuberculin tests;
- Hematocrit, hemoglobin, or other appropriate blood tests;
- Urinalysis as recommended by the physician; and
- Newborn auditory screening tests, as required by state law.

Please visit <https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services> for more information about which services are considered preventive.

**Note:** Any *Medically Necessary* follow-up care resulting from a routine physical exam is subject to an Office Visit *Copayment*, as described under Office visits to diagnose and treat illness or injury (page 42). Diagnostic tests or diagnostic laboratory tests ordered as part of a routine physical exam are subject to the *Deductible*.

### **Radiation therapy and x-ray therapy**

**Requires the prior approval of an *Authorized Reviewer*.**

## ***Outpatient care, (continued)***

### **Rehabilitative and *Habilitative* physical and occupational therapy services**

**May require the prior approval of an *Authorized Reviewer*.** Rehabilitative and *Habilitative* physical and occupational therapy services, including cognitive rehabilitation or cognitive retraining, are covered for up to 30 visits for each type of therapy per *Contract Year*.

Rehabilitative therapy services are covered only when provided to restore function lost or impaired as the result of an accidental injury or sickness. For rehabilitative therapy services to be covered, *Tufts Health Plan* must determine that the *Member's* condition is subject to significant improvement as a direct result of these therapies.

*Habilitative* physical and occupational therapy services are covered only when provided to keep, learn, or improve skills and functioning for daily living never learned or acquired due to a disabling condition.

**Note:** Benefit limits do not apply when these services are provided for the treatment of autism spectrum disorders or for physical or occupational therapy provided in conjunction with a *Provider's* approved Home health care plan, as described in the Home health care benefit on page 55.

Massage therapy may be covered as a treatment modality only when administered as part of a physical therapy visit that is provided by a licensed physical therapist; and in compliance with *Tufts Health Plan's* *Medical Necessity Guidelines*.

### **Respiratory therapy or pulmonary rehabilitation services**

#### **Routine annual gynecological exams**

Includes any follow-up obstetric or gynecological care determined to be *Medically Necessary* as a result of that exam.

Please visit <https://www.tuftshealthplan.com/documents/providers/payment-policies/preventive-services> for more information about which services are considered preventive.

**Note:** Any *Medically Necessary* follow-up care resulting from a routine annual gynecological exam is subject to an Office Visit *Copayment*, as described under Office visits to diagnose and treat illness or injury (page 42). Diagnostic tests or diagnostic laboratory tests ordered as part of a routine annual gynecological exam are subject to the *Deductible*.

#### **Smoking cessation counseling services**

These services may be provided through the QuitWorks program, or by physicians, nurse practitioners, physician assistants, nurse midwives, or *Tobacco Cessation Counselors*.

This benefit includes individual, group, and telephonic smoking cessation counseling services that: (1) are provided in accordance with current guidelines established by the United States Department of Health and Human Services; and (2) meet the requirements of the ACA.

**Note:** Coverage is also provided for prescription and over-the-counter smoking cessation agents. These services are administered through Express Scripts. For more information, see the Prescription Drug Plan on pages 85-96.

#### **Surgery in a physician's office**

**May require the prior approval of an *Authorized Reviewer*.**

#### **Telehealth and telemedicine services**

For purposes of clarification, "telehealth services" are those rendered through our preferred vendor, Teladoc. "Telemedicine services" are services obtained from any *Tufts HP Spirit Provider*.

The *Plan* covers *Medically Necessary* telehealth and telemedicine services for the purpose of diagnosis, consultation, or treatment in the same manner as an in-person consultation between you and your *Provider*. Telehealth and telemedicine services are provided through audio, video, or other electronic media communications and substitute for in-person consultation with *Providers* when determined to be medically appropriate. Telehealth and telemedicine services are available for both medical and behavioral health/substance use disorder services.

## **Outpatient care, Telehealth and telemedicine services, (continued)**

Telehealth services may be obtained through *Tufts HP's* designated telehealth vendor, Teladoc. For additional information on Teladoc and how to access services from Teladoc *Providers*, please visit <https://www.tuftshealthplan.com/member/health-information-tools/digital-tools/telehealth> or contact *Member Services*. Telemedicine services are available from *Tufts HP Spirit Providers* that offer these services. Please see [Part 1 - Benefit Overview](#) for information on applicable *Cost Sharing Amounts*.

Coverage also applies to telemedicine services that are not considered telemedicine visits. This includes:

- Remote patient monitoring services to collect and interpret clinical data while the *Member* remains at a distant site. These services may occur in real-time or not; and
- Remote evaluation of transferred medical data recorded on an electronic device. The data must be used for the purpose of diagnostic and therapeutic assistance in the care of the *Member*.

Please see [Part 1 - Benefit Overview](#) for the *Member Cost Sharing Amount* that applies to these additional telemedicine services.

### **Treatment of speech, hearing, and language disorders**

**May require approval from an *Authorized Reviewer*.** Services include speech therapy and short-term cognitive retraining or cognitive rehabilitation services, if provided to restore function lost or impaired as the result of an accidental injury or sickness.

For these services to be covered, measurable improvement must be anticipated in a reasonable and predictable period of time for the particular diagnosis and phase of recovery. Please note that *Cost Sharing Amounts* for the diagnosis of speech, hearing, and language disorders vary depending upon the service provided (e.g., x-rays, diagnostic testing, office visits).

### **Urgent Care**

*Urgent Care* refers to services provided when your health is not in serious danger, but you need immediate medical attention for an unforeseen illness or injury. To find an *Urgent Care Center* (a medical facility, clinic, or medical practitioner's office) or *Limited Service Medical Clinic* in *Tufts Health Plan's* network, please visit <http://www.tuftshealthplan.com> and click on "Find a Doctor."

**Note:** Care that is rendered after the *Urgent* condition has been treated and stabilized and the *Member* is safe for transport is not considered *Urgent Care*.

### **Vision Care Services**

Covered vision care services include:

#### **Vision Care Services -- Routine eye exams**

- One exam in each 24-month period. Exams must be received from a *Provider* in the EyeMed Vision Care network in order to be covered. Please go to <http://www.tuftshealthplan.com> or contact *Member Services* at 800-870-9488 for more information.

#### **Vision Care Services -- Eye examinations and necessary treatment of a medical condition**

- **May require the prior approval of an *Authorized Reviewer*.**

### **Voluntary second or third surgical opinions**

## **Outpatient care, (continued)**

### **Emergency Dental Care**

Benefits are provided for treatment rendered by a dentist within 72 hours of an accidental external injury to the mouth and sound natural teeth. This treatment is limited to initial first aid (trauma care), reduction of swelling, pain relief, covered non-dental surgery, and non-dental diagnostic x-rays.

**Note:** Repair or restoration of teeth is not a *Covered Service*.

### **Oral health services**

The following services are covered in an *Inpatient* or *Day Surgery* setting. **Prior approval by an Authorized Reviewer is required.** Hospital/facility, *Provider*, and surgical charges are included in the coverage. Services requiring prior approval from an *Authorized Reviewer*, **such as the following**, are covered in accordance with *Tufts Health Plan's Medical Necessity Guidelines*:

- Surgical treatment of skeletal jaw deformities;
- Surgical repair related to Temporomandibular Joint Disorder (TMJ);
- Surgical removal of impacted or un-erupted teeth when embedded in bone; and
- Complex dental work related to anesthesia and hospitalization for non-discretionary dental procedures.

In addition, surgical removal of impacted or un-erupted teeth when embedded in bone is covered in an office setting without prior approval by an *Authorized Reviewer*.

#### **Important Notes:**

- Please go to our website at <https://tuftshealthplan.com/member/employer-individual-or-family-plans/tools-resources/overview> to view *Medical Necessity Guidelines* for these services in an *Inpatient* setting, entitled "Dental Procedures Requiring Hospitalization". You may also call *Member Services* for additional information.
- Coverage does not apply to *Non-Emergency* oral health services provided by a dentist. *Members* must receive these services from an oral surgeon.
- X-rays performed in association with *Non-Emergency* oral health services are covered as described under Diagnostic imaging.

#### **Oral surgical procedures for non-dental medical treatment**

Oral surgical procedures for non-dental medical treatment (i.e., the reduction of a dislocated or fractured jaw or facial bone, surgical treatment of cleft lip or cleft palate for *Children* under the age of 18, and removal or excision of benign or malignant tumors) are covered to the same extent as are other covered surgical procedures.

### **Day Surgery**

**May require prior approval from an Authorized Reviewer.**

Covered *Day Surgery* services include *Outpatient* surgery done under anesthesia in an operating room of a facility licensed to perform surgery, and associated physician and surgeon services. You must be expected to be discharged the same day and be shown on the facility's census as an *Outpatient*.

**Note:** If you are admitted to a *Tufts HP Spirit Hospital* immediately following *Day Surgery*, the *Day Surgery Copayment* will be waived. You will instead be required to pay the applicable *Inpatient Copayment* for that hospital admission. Call *Member Services* at 800-870-9488 for more information.

## **Inpatient care**

**Important Note:** *Members* will only be responsible for one *Inpatient Copayment* if readmitted within 30 days of discharge. Please call *Member Services* to arrange to have the second *Copayment* waived.

### **Acute hospital services**

- Semi-private room (private room when *Medically Necessary*)
- Physician and surgeon services while hospitalized
- Surgery (**AR**)
- Anesthesia
- Nursing care
- Intensive care/coronary care
- Diagnostic tests, imaging, and lab services
- Radiation therapy
- Dialysis
- Physical, occupational, speech, and respiratory therapies
- *Durable Medical Equipment* and appliances
- Drugs

**Note:** Prior approval by an *Authorized Reviewer* is required for surgery services.

### **Bone Marrow Transplants for Breast Cancer, Hematopoietic Stem Cell Transplants, and Human Solid Organ Transplants**

**Requires prior approval from an *Authorized Reviewer*.** Bone marrow transplants for *Members* diagnosed with metastatic breast cancer who meet the criteria established by the Massachusetts Department of Public Health are *Covered Services*.

*Covered Services* also include hematopoietic stem cell transplants and human solid organ transplants. The *Plan* pays for charges incurred by the donor in donating the organ to the *Member*, but only to the extent that charges are not covered by any other health insurer. This includes evaluation and preparation of the donor, surgery, and recovery services when those services relate directly to donating the organ to the *Member*.

#### **Notes:**

- The *Plan* **covers** a *Member's* Human leukocyte antigen testing (HLA) testing. See page 40 for more information.
- The *Plan* **does not cover** the following services related to bone marrow and human organ transplants:
  - Transportation costs for the donated stem cells or solid organs;
  - Donor charges for *Members* who donate stem cells or solid organs to non-*Members*; and
  - Search costs for matching or for laboratory testing, either (1) to identify a donor for a recipient who is a *Member*, or (2) for a *Member* being considered as a potential stem cell or solid organ donor (whether or not the recipient is a *Member*).

### **Gender reassignment (gender affirmation) surgery and related services**

Coverage is provided for gender reassignment surgery and related pre- and post-operative services and prescription drugs. Prescription Drugs for *Members* undergoing the gender reassignment process are covered through Express Scripts. See the Prescription Drug Plan section pages 85-96, for more information.

*Covered Services* offered through *Tufts HP* include:

- *Inpatient* services, including female-to-male or male-to-female gender reassignment surgery and related surgical procedures.
- *Day Surgery* for surgical procedures related to the female-to-male or male-to-female gender reassignment surgery. These services are covered as described under *Day Surgery* on page 46 and on page 24 under the *Day Surgery Copayment Limit* section in Part 2 – *Plan* and Benefit Information.
- *Outpatient* medical care (pre-operative and post-operative) related to gender reassignment surgery. These services are covered as described under Office visits to diagnose and treat illness or injury on page 42.
- Behavioral health services for *Members* undergoing the gender reassignment process are described under Behavioral Health and Substance Use Disorder Services on page 50.
- Prescription medications required as part of the gender reassignment process. These medications are covered through Express Scripts and described under the Prescription Drug Plan (pages 85-96).

## ***Inpatient care, Gender reassignment surgery, (continued)***

**Note:** Services must be authorized in advance by an **Authorized Reviewer**. Members must meet specific *Medical Necessity* Guidelines in order for these services to be covered. Gender reassignment surgery and related services only qualify as *Covered Services* when they are obtained within the 50 United States. Please call *Member Services* at 800-970-9488 for more information.

### **Maternity Care**

The following *Covered Services* are available to a mother and her newborn *Child*, regardless of whether or not there is an early discharge (less than 48 hours following a vaginal delivery or 96 hours following a caesarean delivery):

- Hospital and delivery services;
- Newborn hearing screening test;
- Well newborn *Child* care in hospital;
- *Inpatient* care in hospital for mother and newborn *Child* for at least 48 hours following a vaginal delivery and 96 hours following a caesarean delivery;
- One home visit by a registered nurse, physician, or certified nurse midwife, and additional home visits by a licensed health care *Provider*, when *Medically Necessary*;
- Parent education, assistance, and training in breast and bottle feeding; and
- The performance of any necessary and appropriate clinical tests.

### **Benefits for Newborn Children at Time of Delivery**

Massachusetts law requires a newborn *Child's Routine Nursery Care* to be covered under the maternity coverage benefits of the mother's health *Plan*. If the mother is not a *Member* under the *Plan* and has no other maternity coverage benefits, the *Plan* will cover *Medically Necessary* care that the newborn *Child* may require (either *Routine Nursery Care* or other care) if that newborn *Child* is enrolled in the *Plan*.

The *Plan* will pay for *Medically Necessary* care as follows:

<b>IF the mother is...</b>	<b>AND the newborn <i>Child</i> is...</b>	<b>THEN the <i>Plan</i> covers...</b>
A <b>Member</b> whose delivery was performed by a <i>Tufts HP Spirit Provider</i>	Enrolled	<i>Routine Nursery Care</i> and other <i>Medically Necessary</i> care from a <i>Tufts HP Spirit Provider</i>
	Not enrolled	<i>Routine Nursery Care</i> only
<b>Not a Member</b> under the <i>Plan</i> and has <b>no other maternity coverage benefits</b>	Enrolled (e.g., by the other parent, who is a <i>Subscriber</i> )	<i>Routine Nursery Care</i> and other <i>Medically Necessary</i> care from a <i>Tufts HP Spirit Provider</i>
	Not enrolled	Not covered

See Part 4 for information about enrolling a newborn *Child* in the *Plan*.

## ***Inpatient care, (continued)***

### **Patient care services provided as part of a qualified clinical trial studying potential treatment(s) for cancer or other life-threatening diseases or conditions**

As required by applicable law, the *Plan* covers patient care services provided as part of a qualified clinical trial studying potential treatment(s) for cancer or other life-threatening diseases or conditions. Patient care services include items and services provided when you are enrolled in a qualified clinical trial consistent with your diagnosis and the study protocol. Coverage is subject to all pertinent provisions of the *Plan*, including, but not limited to, use of *Tufts HP Providers*, utilization review, and *Provider* payment methods.

The following services are covered under this benefit:

- (1) All *Medically Necessary* services for treatment of your condition, consistent with the study protocol of the clinical trial, and for which coverage is otherwise available under the *Plan*.
- (2) The *Allowed Cost*, as determined by the *Plan*, of *Investigational* drugs or devices appropriate for use in the qualified clinical trial if they are not paid for by its manufacturer, distributor, or *Provider*. This is true regardless of whether the Food and Drug Administration has approved the drug or device for use in treating the patient's particular condition.

"Patient care services" do not include any of the following:

1. *Investigational* drugs or devices that do not meet the criteria in (2) above.
2. Non-health care services that a patient may be required to receive as a result of participation in the clinical trial.
3. Costs associated with managing the research of the clinical trial.
4. Costs that would not be covered for non-*Investigational* treatments.
5. Any items, services, or costs that are reimbursed or provided by the sponsor of the clinical trial.
6. Services that are inconsistent with widely accepted and established national or regional standards of care.
7. Services that are provided primarily to meet the needs of the trial, including, but not limited to, tests, measurements, and other services that are typically covered but are being provided at a greater frequency, intensity, or duration under the clinical trial.
8. Services or costs that are not covered under the *Plan*.

### **Reconstructive surgery and procedures**

**May require prior approval from an *Authorized Reviewer* for:**

- Services required to repair or restore a bodily function that is impaired as a result of a congenital defect (including treatment of cleft lip or cleft palate for *Children* under the age of 18), birth abnormality, traumatic injury, or covered surgical procedure **(AR)**;
- The following services in connection with mastectomy:
  - Reconstruction of the breast affected by the mastectomy;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - Prostheses (covered as described under Medical Appliances and Equipment on page 57) and treatment of physical complications of all stages of mastectomy; and
  - Removal of breast implants when there is documented rupture of a silicone implant, auto-immune disease, or infection **(AR)**.

**Note:** Cosmetic surgery is not covered. No coverage is provided for the removal of ruptured or intact saline breast implants or intact silicone breast implants except as specified above.

## **Behavioral Health/Substance Use Disorder Services**

### **Outpatient services**

Services to diagnose and treat *Behavioral Health Disorders* (including diagnosis, detoxification, and treatment of substance use disorders) given by the following *Providers*:

- Psychiatrists;
- Psychologists;
- Licensed behavioral health counselors;
- Licensed independent clinical social workers;
- Licensed psychiatric nurses who are certified as clinical Specialists in psychiatric and mental health nursing.

### **Notes:**

- Specialty *Outpatient* services include, but are not limited to, ECT.
- *Outpatient* treatment of substance use disorders includes methadone maintenance or methadone treatment related to chemical dependency disorders.
- Psychological services and neuropsychological assessment services are covered as Office visits to diagnose and treat illness or injury, as described on page 42. **Behavioral Health Authorized Reviewer is required for psychological testing and neuropsychological assessment services.**
- Coverage of *Outpatient* and intermediate behavioral health/substance use disorder services include those provided in a hospital setting, a *Provider's* office, and in a *Member's* home. These services must be provided by a professionally licensed behavioral health/substance use disorder *Provider* or a person under the supervision of a professionally licensed behavioral health/substance use disorder *Provider*.
- Annual behavioral health wellness examinations can be performed by a behavioral health/substance use disorder *Provider* or by a *Primary Care Provider* during a routine physical examination. A behavioral health wellness examination is a screening or assessment that seeks to identify any behavioral health needs and appropriate resources for treatment.

### **Inpatient services and intermediate care**

**Prior authorization by a Tufts Health Plan Behavioral Health Authorized Reviewer is required.** See Inpatient behavioral health/substance use disorder services in Part 1 for more information.

- *Inpatient* behavioral health and substance use disorder services for *Behavioral Health Disorders* in a facility that is licensed as a general hospital, a behavioral health hospital, or a substance use disorder facility.
- Intermediate behavioral health and substance use disorder services: *Medically Necessary* behavioral health and substance use disorder services that are more intensive than traditional *Outpatient* behavioral health care and substance use disorder services, but less intensive than 24-hour hospitalization.

Some examples of covered intermediate behavioral health and substance use disorder services are:

- level III community-based detoxification;
- crisis stabilization;
- partial hospital programs; and
- intensive *Outpatient* programs.

Emergency Services Programs are covered as intermediate behavioral health and substance use disorder services under Massachusetts law. Emergency Services Programs provide community-based *Emergency* psychiatric services, including, but not limited to: behavioral health crisis assessment, intervention, and stabilization services. These services are available 24 hours per day, 7 days per week and can be received through mobile crisis intervention services, adult community crisis stabilization services, and Emergency Service *Provider* community-based locations. In Massachusetts, designated Community Behavioral Health Centers (CBHCs) serve as regional hubs of coordinated and integrated behavioral health/substance use disorder treatment and can provide the services listed above. To find a CBHC in our network, please visit the website at [www.tuftshealthplan.com/gic](http://www.tuftshealthplan.com/gic), or call Member Services.

### **Notes:**

- Intermediate behavioral health and substance use disorder services must be obtained at a *Tufts HP Spirit Provider* in order to be covered. See Inpatient Behavioral Health and Substance Use Disorder Services on page 50 in Part 3 – How Your Health Plan Works for more information.
- Prior approval by an *Authorized Reviewer* is not required for *Inpatient* psychiatric services.

## Behavioral Health and Substance Use Disorder Services, *(continued)*

### **Inpatient and intermediate services for child-adolescent Behavioral Health Disorders**

In addition to the *Outpatient*, *Inpatient*, and intermediate behavioral health and substance use disorder services listed above, the following services are available to children and adolescents until age 19, as well as their parents and/or appropriate caregiver, when *Medically Necessary*:

- **Intensive community-based acute treatment (ICBAT)** – This treatment is covered as *Inpatient* behavioral health services. ICBAT provides the same services as CBAT (see below) for children and adolescents, but of higher intensity, including:
  - more frequent psychiatric and psychopharmacological evaluation and treatment; and
  - more intensive staffing and service delivery.

ICBAT programs have the capability to admit children and adolescents with more acute symptoms than those admitted to CBAT. ICBAT programs are able to treat children and adolescents with clinical presentations similar to those referred to *Inpatient* behavioral health services, but who are able to be cared for safely in an unlocked setting. Children and adolescents may be admitted to the ICBAT directly from the community as an alternative to *Inpatient* hospitalization. ICBAT is not used as a step-down placement following discharge from a locked, 24-hour hospital setting.

These services do not require the prior approval of a *Tufts Health Plan Behavioral Health Authorized Reviewer*.

The following services are covered intermediate behavioral health services and **require the prior approval of a *Tufts Health Plan Behavioral Health Authorized Reviewer*, except as designated below**. Services may be provided by an appropriate health care professional under the supervision of a licensed behavioral health *Provider*:

- **Community-based acute treatment (CBAT)** – Behavioral health services provided in a staff-secure setting on a 24-hour basis, with sufficient clinical staffing to ensure safety for the child or adolescent, while providing intensive therapeutic services including, but not limited to:
  - daily medication monitoring;
  - psychiatric assessment;
  - nursing availability;
  - specializing (as needed);
  - individual, group, and family therapy;
  - case management;
  - family assessment and consultation;
  - discharge planning; and
  - psychological testing, as needed.

These services may be used as an alternative to or transition from *Inpatient* services.

These services do not require the prior approval of a *Tufts Health Plan Behavioral Health Authorized Reviewer*.

## **Behavioral Health and Substance Use Disorder Services, *Inpatient* and intermediate services for child-adolescent *Behavioral Health Disorders*,**

(continued)

- **In-home behavioral services** – A combination of *Medically Necessary* behavior management therapy and behavior management monitoring. These services shall be available, when indicated, where the child resides, including in the child's home, a foster home, a therapeutic foster home, or another community setting. In-home behavioral services include:

- **Behavior management monitoring**: Monitoring of a child's behavior, the implementation of a behavior plan, and reinforcing implementation of a behavior plan by the child's parent or other caregiver.
- **Behavior management therapy**: Therapy that addresses challenging behaviors that interfere with a child's successful functioning. "Behavior management therapy" shall include:
  - a functional behavioral assessment and observation of the youth in the home and/or community setting;
  - development of a behavior plan; and
  - supervision and coordination of interventions to address specific behavioral objectives or performance, including the development of a crisis-response strategy.

"Behavior management therapy" may include short-term counseling and assistance.

- **In-home therapy services** – *Medically Necessary* therapeutic clinical intervention or ongoing training, as well as therapeutic support. The intervention or support shall be provided where the child resides, including in the child's home, a foster home, a therapeutic foster home, or another community setting. In-home therapy services include:

- **Therapeutic clinical intervention**: These services include a structured and consistent therapeutic relationship between a licensed clinician and a child and the child's family to treat the child's behavioral health needs. This may include improvement of the family's ability to provide effective support for the child and promote healthy functioning of the child within the family; the development of a treatment plan; and the use of established psychotherapeutic techniques, working with family members to enhance problem solving, limit setting, communication, emotional support, or other family or individual functions.
- **Ongoing therapeutic training and support**: These services include those that support implementation of a treatment plan that involves therapeutic interventions that teach the child to understand, direct, interpret, manage, and control feelings and emotional responses to situations while assisting the family in supporting the child and addressing the child's emotional and behavioral health needs.

- **Intensive care coordination (ICC)** – A collaborative service that provides targeted case management services to children and adolescents with a serious emotional disturbance, including individuals with co-occurring conditions, in order to meet the comprehensive medical, behavioral health, and psychosocial needs of an individual and the individual's family, while promoting quality, cost-effective outcomes. This service includes:

- an assessment;
- the development of an individualized care plan;
- referrals to appropriate levels of care;
- monitoring of goals; and
- coordinating with other services and social supports and with state agencies, as indicated.

The service shall be based on a system of care philosophy. The individualized care plan shall be tailored to meet the needs of the individual. The service shall include both face-to-face and telephonic meetings, as indicated and as clinically appropriate. ICC is delivered in office, home, or other settings, as clinically appropriate. You or your *Provider* must notify *Tufts Health Plan* within 3 days of your initial visit by calling *Tufts Health Plan's* Behavioral Health Department at 1-800-870-9488. If you obtain these services from a *Non-Tufts HP Provider* and you do not notify us within 3 days of your initial visit, these services will not be covered.

## **Behavioral Health and Substance Use Disorder Services, *Inpatient* and intermediate services for child-adolescent *Behavioral Health Disorders*, (continued)**

- **Family support and training\*** – *Medically Necessary* services provided to a parent or other caregiver of a child to improve the capacity of the parent(s) or caregiver(s) to improve or resolve the child's emotional or behavioral needs. This benefit is provided where the child resides, which may include the child's home, a foster home, a therapeutic foster home, or another community setting.

Family support and training addresses one or more goals on the youth's behavioral health treatment plan and may include:

- educating parent(s)/caregiver(s) about the youth's behavioral health needs and resiliency factors;
  - teaching parent(s)/caregiver(s) how to navigate services on behalf of the child; and
  - identifying formal and informal services and supports in their communities, including parent support and self-help groups.
- **Therapeutic mentoring services\*** – *Medically Necessary* services provided to a child, designed to support age-appropriate social functioning or to improve deficits in the child's age-appropriate social functioning. Therapeutic mentoring is a skill building service addressing one or more goals on the youth's behavioral health treatment plan.

This benefit includes:

- supporting, coaching, and training the child in age-appropriate behaviors;
- interpersonal communication, problem solving, conflict resolution; and
- relating appropriately to other children, adolescents, and adults.

Such services are provided, when indicated, where the child resides, which may include the child's home, a foster home, a therapeutic foster home, or another community setting to enable the youth to practice desired skills in appropriate settings.

\*Prior authorization will not be required for these services; however, the *Member* must be approved by *Tufts Health Plan* to receive services through a clinical hub provider (i.e., a provider for *Outpatient* therapy, in-home therapy, or intensive care coordination). The clinical hub provider serves as the primary behavioral health care provider for the youth and will coordinate with other service providers to meet the child's clinical needs.

For more information about the services available under this benefit, please call the *Tufts Health Plan* Behavioral Health Department at 1-800-870-9488. You may also see the *Medical Necessity* Guidelines on our website at <https://tuftshealthplan.com/member/employer-individual-or-family-plans/tools-resources/overview>.

## Other Health Services

### Ambulance services

The following ambulance services are *Covered Services*:

- Ground, sea, and air ambulance transportation for *Emergency* care.
  - Air ambulance services means transportation by helicopter or fixed wing plane (for example, Medflight).
- **Non-Emergency ambulance transportation requires prior approval from an *Authorized Reviewer*. (AR)**
  - Non-*Emergency* ambulance transportation is covered only when an *Authorized Reviewer* determines in advance that such services are *Medically Necessary*.

**Note:** Please note that the *Plan* does not cover transportation by chair car or wheelchair van. If you are treated by *Emergency* Medical Technicians (EMTs) or other ambulance staff but refuse to be transported to the hospital or other medical facility, you may be responsible for the costs of this treatment.

### Cleft lip or cleft palate treatment and services for *Children* under 18

The following *Covered Services* must be prescribed by the treating physician or surgeon, who must certify that the services are *Medically Necessary* and are required because of the cleft lip or cleft palate:

- **Medical and facial surgery:** Covered as described under *Day Surgery* on page 46, *Acute Hospital services* on page 47, and *Reconstructive surgery and procedures* on page 49. This includes surgical management and follow-up care by plastic surgeons. **(AR)**
- **Oral surgery:** Covered as described under *Oral surgical procedures for non-dental medical treatment* in the *Oral Health Services* benefit on page 46. This includes surgical management and follow-up care by oral surgeons. **(AR)**
- **Dental surgery or orthodontic treatment and management.**
- **Preventive and restorative dentistry** to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management therapy.
- **Speech therapy and audiology services:** Covered as described under *Treatment of speech, hearing, and language disorders* on page 45. **(AR)**
- **Nutrition services:** Covered as described under *Nutritional counseling* on page 42.

### Extended Care

**Requires prior approval from an *Authorized Reviewer*.** The *Plan* covers the following *Covered Services* in an extended care facility (skilled nursing facility, rehabilitation hospital, or chronic hospital) for:

- Skilled nursing services (limit of 45 days per *Member* in a *Contract Year*);
- Chronic disease services; and
- Rehabilitative services.

## Other Health Services, (continued)

### Home health care

**Requires prior approval from an *Authorized Reviewer*.** The *Plan* covers the following services provided, under a physician's written order, by an accredited home health agency to homebound\* *Members*:

- Home visits by a *Tufts HP Spirit* physician;
- Skilled nursing care and physical therapy;
- The following services, if determined to be a *Medically Necessary* component of skilled nursing or physical therapy:
  - Speech therapy;
  - Occupational therapy;
  - Medical/psychiatric social work;
  - Nutritional consultation;
  - *Durable Medical Equipment* (see Medical Appliances and Equipment on page 57); and
  - The services of a part-time home health aide.

To be considered homebound, you do not have to be bedridden. However, you must usually be unable to leave the home without a considerable and taxing effort. You may be considered homebound if your absences from the home are infrequent, for periods of relatively short duration, or to receive medical treatment. Please note that this homebound requirement does not apply to *Covered Services* for palliative care under this benefit.

### Notes:

- Home health care services for physical and occupational therapies following an injury or illness are covered only if provided to restore lost or impaired function, as described under Rehabilitative and Habilitative physical and occupational therapy services on page 44. However, those home health care services are not subject to the 30-visit limit.
- Sleep studies performed in the home are not covered under this Home health care benefit. Instead, these sleep studies are covered as described under Diagnostic testing on page 39 in Part 5 - Covered Services.

### Hospice and End-of-Life care services

**Requires approval from an *Authorized Reviewer*.** Hospice provides multidisciplinary care designed to address the physical, social, emotional, and spiritual needs of persons likely to live 6 months or less. Hospice care has many benefits: better quality of life, better coping for you and your family, and longer survival time at home.

The *Plan* will cover the following hospice care services when a physician certifies (or re-certifies) that you have a medical prognosis of 6 months or less to live:

- Physician services;
- Nursing care provided by or supervised by a registered professional nurse;
- Social work services;
- Volunteer services;
- Counseling services (including bereavement counseling services for the *Member's* family or a primary care person for up to one year following the *Member's* death); and
- Concurrent palliative chemotherapy and radiation therapy, if palliative, are permitted.

"Hospice care services" are a coordinated licensed program of services provided to *Members* with six months or less to live. Such services can be provided at home, on an *Outpatient* basis, and on a short-term *Inpatient* basis to control pain and manage acute and severe clinical problems that cannot medically be managed at home.

If you have a medical prognosis of greater than six months to live but you have symptoms like severe pain or difficulty breathing, the *Plan* covers palliative care services. Palliative care is focused on relieving pain or other symptoms of illness and improving the quality of life for patients and their families.

## Other Health Services, *(continued)*

### **Injectable, infused, or inhaled medications**

**May require prior approval from an *Authorized Reviewer*.** The *Plan* covers injectable, infused, or inhaled medications that are: (1) required for and are an essential part of an office visit to diagnose or treat illness or injury; or (2) administered at home by a home infusion *Provider*.

Medications include, but are not limited to, total parenteral nutrition therapy, chemotherapy, and antibiotics.

### **Notes:**

- Quantity limits may apply.
- The *Plan* has designated home infusion *Providers* for a select number of specialty pharmacy products and drug administration services, including, but not limited to, medications used to treat hemophilia, pulmonary arterial hypertension, immune deficiency, and enzyme replacement therapy. These *Providers* offer clinical drug therapy management, nursing support, and care coordination to *Members* with acute and chronic conditions. Please contact *Member Services* or visit [www.tuftshealthplan.com](http://www.tuftshealthplan.com) for more information.
- Intravenous Immunoglobulin (IVIg) therapy is covered for the treatment of Pediatric Autoimmune Neuropsychiatric Disorders and Pediatric Acute-Onset Neuropsychiatric Syndromes under this benefit.
- Coverage includes the components required to administer these medications, including, but not limited to, hypodermic needles and syringes, *Durable Medical Equipment*, supplies, pharmacy compounding, and delivery of drugs and supplies.
- Some injectable, infused, or inhaled medications may be covered under the pharmacy benefit administered by Express Scripts. These medications are not covered under the Injectable, infused or inhaled medications benefit. For more information, call Express Scripts at 855-283-7679 or visit [www.express-scripts.com](http://www.express-scripts.com).

## Other Health Services, *(continued)*

### Medical Appliances and Equipment

#### **Durable Medical Equipment**

*Durable Medical Equipment* includes devices or instruments of a durable nature that are:

- Reasonable and necessary to sustain a minimum threshold of independent daily living;
- Made primarily to serve a medical purpose;
- Not useful in the absence of illness or injury;
- Able to withstand repeated use; and
- Intended to be used in the home.

Please call *Member Services* at 800-870-9488 if you need *Durable Medical Equipment*. *Tufts Health Plan* will decide whether to purchase or rent the equipment for you. This equipment must be purchased or rented from a *Durable Medical Equipment Provider* that has an agreement with *Tufts Health Plan*.

To be eligible for coverage, the equipment must be the most appropriate available amount, supply, or level of service for the *Member*, considering the potential benefits and harms to that individual.

Equipment that *Tufts Health Plan* determines to be non-medical in nature and used primarily for non-medical purposes (even though it may have some limited medical use) will not be considered *Durable Medical Equipment* and will not be covered under this benefit.

**Examples of covered items (list is not all-inclusive).** Please call *Member Services* at 800-870-9488 with questions about whether a particular piece of equipment is covered:

- ***Prosthetic Devices*** (such as artificial legs, arms, eyes, or breasts) **(may require prior approval from an Authorized Reviewer)**;
  - Breast prostheses require prior authorization, except when provided in connection with a mastectomy.
  - Coverage for breast prostheses and prosthetic arms and legs (in whole or in part) is provided for the most appropriate *Medically Necessary* model and includes coverage for the cost of repairs.
- Purchase of a manual or electric (non-hospital grade) breast pump, or the rental of a hospital grade electric breast pump for pregnant or post-partum *Members* (when prescribed by a *Provider*). (**Note:** Breast pumps are covered in full.);
- Gradient stockings (up to three pairs every 365 days);
- Devices that extract oxygen from the air (for example, stationary and portable oxygen concentrators);
- Orthotic devices (such as knee and back braces);
- Blood glucose monitors, including voice synthesizers for blood glucose monitors for use by the legally blind;
- Insulin pumps;
- Oral appliances for the treatment of sleep apnea; and
- Hospital beds, wheelchairs, power/electric wheelchairs, crutches, and walkers.

## Other Health Services, Medical Appliances & Equipment, *(continued)*

Below are examples of excluded items (list is not all-inclusive). Please call *Member Services* for all questions regarding coverage of medical appliances and equipment:

- Articles of special clothing, except for gradient pressure support aids for lymphedema or venous disease and clothing necessary to wear a covered device (e.g., mastectomy bras and stump socks);
- Bath and toilet aids, including, but not limited to: tub seats/benches/stools, raised toilet seats, commodes, and rails;
- Bed-related items, including, but not limited to, bed cradles, bed trays, bed pans, over-the-bed tables, and bed wedges;
- Car/van modifications;
- Certain wearable devices (e.g., smartwatches, bracelets, patches) used for physiological monitoring and fitness tracking (e.g., Fitbit, Biostamp, Embrace smartwatch, Smartmonitor smartwatch, Garmin Vivofit 4, Garmin Vivosmart 3, Samsung Galaxy Fit);
- Comfort or convenience devices, including, but not limited to, air conditioners, air purifiers, and dehumidifiers;
- Dentures;
- Exercise equipment;
- Externally powered exoskeleton assistive devices and orthoses;
- Fixtures to real property (e.g., ceiling lifts, elevators, ramps, or stair climbers);
- Foot orthotics and arch supports, except for therapeutic/molded shoes and shoe inserts for *Members* with severe diabetic foot disease;
- Heat and cold therapy devices, including, but not limited to: hot packs, cold packs, and water pumps with or without compression wrap;
- Heating pads;
- Home blood pressure apparatus (manual) with cuff and stethoscope;
- Hot tubs, jacuzzis, shower chairs, swimming pools, or whirlpools;
- Hot water bottles, paraffin bath units, and cooling devices;
- Mattresses, except for mattresses used in conjunction with a hospital bed and ordered by a physician. Commercially available standard mattresses not used primarily to treat an illness or injury (e.g., Tempur-Pedic® or Posturepedic® mattresses), even if used in conjunction with a hospital bed, are not covered;
- Sauna;
- Self-monitoring devices, except for certain devices that *Tufts Health Plan* determines would provide a *Member* with the ability to detect or prevent the onset of a sudden life-threatening condition;
- Thermal therapy devices; and
- Wheelchair trays.

### **Other Medical Appliances and Equipment**

- The first pair of eyeglass lenses (frames are not covered) or contact lenses following cataract surgery;
- Contact lenses, including the fitting of the lenses, when required to treat keratoconus;
- Hearing aids, including the fitting of the hearing aid, are covered when prescribed by a physician and obtained from a hearing aid supplier:
  - o *Children 21 and under*: the *Plan* provides full coverage for hearing aid evaluations, the fitting and adjusting of hearing aids, and supplies (including ear molds) for one hearing aid per ear per prescription change. Limit of \$2,000 per ear every 24 months.
  - o *Members 22 and over*: the *Plan* covers the first \$500 in full and 80% of the next \$1,500, up to a limit of \$1,700 per *Member* every 24 months for both ears (combined). The *Member* is responsible for paying 20% of charges from \$500-\$2,000 (plus any balance).

When there is a pathological change in the *Member's* hearing or the hearing aid is lost, benefits for a replacement hearing aid are also covered subject to the benefit limit.

**Note:** Over-the-counter replacement hearing aid batteries are not covered.

## Other Health Services, (continued)

### **Personal Emergency Response Systems (PERS)**

Covered Services are provided only for installation and rental charges for a hospital-based Personal Emergency Response System when:

- The system is used as an alternative to reduce or divert *Inpatient* admissions.
- The *Member* is homebound and medically at risk, as determined by *Tufts Health Plan*.
- The *Member* is alone for at least four (4) hours each day, five (5) days a week and is functionally impaired.

Covered Services do not include the purchase of a Personal Emergency Response System.

**Note:** Covered PERS benefits are limited to a total of \$50 per *Member* for installation charges and \$40 per *Member* each month for rental of the system. The *Spirit Plan* pays 80% of the charges up to the limit for allowed installation and rental charges. You are responsible for paying the remaining 20% of those charges, as well as any additional fees or charges for the system.

### **Private Duty Nursing**

*Inpatient* private duty nursing services qualify as Covered Services when:

- The *Member* is a *Hospital Inpatient* for the treatment of a medical condition;
- The health care facility's regular nursing staff could not perform the services, due to the frequency and complexity of the skilled nursing care; and
- The services are *Medically Necessary*, as determined by *Tufts Health Plan*.

Private duty nursing services provided in the *Member's* home qualify as Covered Services when:

- The administration of treatment and the evaluation of the patient's response to the treatment require the skills of a registered nurse, due to the frequency and complexity of the skilled nursing care;
- The services are *Medically Necessary*, as determined by *Tufts Health Plan*; and
- The services are approved by an *Authorized Reviewer*.

**Note:** Covered private duty nursing services (whether as an *Inpatient*, at home, or both) are limited to a total of \$8,000 per *Member* in a *Contract Year*.

### **Scalp Hair Protheses or Wigs**

Covered Services include scalp hair protheses or wigs worn for hair loss due to: (1) alopecia areata, alopecia totalis, or permanent loss of scalp hair due to injury; or (2) the treatment of any form of cancer or leukemia.

### **Special Formulas**

This includes Special Medical Formulas, nonprescription enteral formulas, and low protein food when prescribed by a physician to treat the below conditions:

- Special Medical Formulas (**may require prior approval from an *Authorized Reviewer***):
  - Phenylketonuria (including formulas to protect the fetus of a woman with PKU) when *Medically Necessary*;
  - Tyrosinemia;
  - Homocystinuria;
  - Maple syrup urine disease;
  - Propionic acidemia; and
  - Methylmaloric acidemia.
- Low Protein Foods, when given to treat inherited diseases of amino acids and organic acids;
- Nonprescription enteral formulas (**may require prior approval from an *Authorized Reviewer***):
  - 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.
- *Medically Necessary* formulas, including infant formula for milk or soy protein intolerance, formula for premature infants, and supplemental formulas for growth failure.

## **Exclusions from Benefits**

The *Plan* does not cover a service, supply, or medication that is:

- Not *Medically Necessary*, as determined by *Tufts Health Plan*.
- Not a *Covered Service*.
- Not essential to treat an injury, illness, or pregnancy, except for preventive care services.
- Able to be safely and effectively provided to you via a (a) less intensive level of service, supply, setting, or medication, or (b) more cost-effective alternative.
- Primarily for personal comfort or convenience.
- Obtained from a non-*Tufts HP Spirit Provider*. The only exceptions to this rule are for *Emergency* care services or *Urgent Care* services while traveling, or for *Covered Services* that are not available from a *Tufts HP Spirit Provider*, as described in *Covered Services Not Available from a Tufts HP Spirit Provider* on page 28.
- Custodial Care.
- Related to non-*Covered Services*.
- Charges for missed appointments that you do not cancel in advance, if the *Provider's* office policy is to charge for such appointments.
- A drug, device, medical treatment, or procedure (collectively "treatment") that is *Experimental or Investigative*, or for any related treatment.

**Note:** This exclusion does not apply to the following services, as per Massachusetts law: long-term antibiotic treatment of chronic Lyme disease when administered as described Injectable, infused, or inhaled medications on page 56, earlier in this Part 5 (for drugs administered under the separate Prescription Drug Plan, contact Express Scripts); bone marrow transplants for breast cancer or patient care services provided pursuant to a qualified clinical trial.

- Drugs, medicines, materials, or supplies for use outside the hospital or any other facility.
- Medications and other products that can be purchased without a prescription.
- Laboratory tests ordered by a *Member* (online or through the mail), even if performed at a licensed laboratory.
- Provided by an immediate family *Member* (by blood or marriage), even if the relative is a *Tufts HP Spirit Provider* and the services are authorized by your *PCP*. If you are a *Tufts HP Spirit Provider*, you cannot provide or authorize services for yourself, be your own *PCP*, or be the *PCP* of a *Member* of your immediate family (by blood or marriage).
- Required by a third party (i.e., employer, insurance company, school, or court) and not otherwise *Medically Necessary*.
- Services for which you are not legally obligated to pay or services for which no charge would be made if you had no health *Plan*.
- Care for conditions for which benefits are available under workers' compensation or other government programs other than Medicaid.
- Care for conditions that state or local law requires be treated in a public facility.
- Any additional fee a *Provider* may charge as a condition of access or any amenities that access fee is represented to cover. Refer to the *Tufts HP Spirit Provider Directory* to determine if your *Provider* charges such a fee.
- Charges incurred when the *Member*, for his or her convenience, chooses to remain an *Inpatient* beyond the discharge hour.
- Charges or claims incurred as a result, in whole or in part, of fraud or misrepresentation (e.g., claims for services not actually rendered and/or able to be validated).
- Facility charges or related services for a non-*Covered Service*.

## Exclusions from Benefits, *(continued)*

- Dental care and treatment, except as provided under Oral health services on page 46. Exclusions include, but are not limited to, preventive dental care; periodontal treatment; orthodontics; dental supplies; dentures; restorative services including, but not limited to, crowns, fillings, root canals, and bondings; skeletal jaw surgery, except as provided under the Oral health services benefit on page 46 and the Gender reassignment (gender affirmation) surgery and related services benefit on page 47; alteration of teeth; care relate to deciduous (baby) teeth; splints and oral appliances (except for sleep apnea), including those for TMJ disorders.

**Note:** This exclusion does not apply to the treatment of cleft lip or cleft palate for *Members* under 18, as described under Cleft lip or cleft palate treatment and services for Children under 18 on page 54, earlier in this chapter.

- Surgical removal or extraction of teeth, except as provided under Oral health services on page 46.
- *Cosmetic* (i.e., meant to change or improve appearance) surgery, procedures, supplies, medications, or appliances, except as provided under Reconstructive surgery and procedures on page 49; Rhinoplasty, except as provided under the Reconstructive surgery and procedures benefit on page 49 and the Gender reassignment (gender affirmation) surgery and related services benefit on page 47; liposuction for cosmetic reasons, except as provided under the Gender reassignment (gender affirmation) surgery and related services benefit on page 47; the removal of tattoos; and brachioplasty.
- Treatment of spider veins; removal or destruction of skin tags; treatment of vitiligo.
- Hair removal (e.g., electrolysis, laser hair removal), except when *Medically Necessary* to treat an underlying skin condition or when determined to be *Medically Necessary* under the Gender reassignment (gender affirmation) surgery and related services benefit on page 47.
- Costs associated with home births or services provided by a doula.
- Circumcisions performed in any setting other than a hospital, *Day Surgery* facility, or a physician's office.
- Infertility services, infertility medications and associated reproductive technologies (such as IVF, GIFT, and ZIFT) for *Members* who do not meet the definition of Infertility as described in the Infertility services benefit on page 40. Exclusions include, but are not limited to:
  - *Experimental* infertility procedures;
  - The costs of surrogacy, including: (1) all costs (including, but not limited to, costs for drugs necessary to achieve implantation, embryo transfer, and cryo-preservation of embryos) incurred by a fertile woman to achieve a pregnancy as a surrogate or gestational carrier for an infertile *Member*; (2) use of donor egg and a gestational carrier; and (3) costs for maternity care if the surrogate is not a *Member*;

**Note:** A surrogate is a person who carries and delivers a *Child* for another either through artificial insemination or surgical implantation of an embryo. A gestational carrier is a surrogate with no biological connection to the embryo/*Child*.

- Reversal of voluntary sterilization;
- Long-term (longer than 90 days) sperm or embryo cryopreservation not associated with active infertility treatment;

**Note:** *Tufts HP* may authorize short-term (less than 90 days) cryopreservation of sperm, oocytes, or embryos for certain medical conditions that may impact a *Member's* future fertility. **(Prior approval from an Authorized Reviewer is required.)**

- Donor recruitment fee for donor egg or donor sperm;
  - Donor sperm and associated laboratory services in the absence of diagnosed male factor infertility in the partner;
  - Costs associated with donor recruitment and compensation;
  - Infertility services that are necessary for conception as a result of voluntary sterilization or after an unsuccessful reversal of a voluntary sterilization; and
  - Drugs for anonymous or designated egg donors that are directly related to a stimulated Assisted Reproductive Technology (ART) cycle, unless the ART service has been approved by an *Authorized Reviewer* and the *Member* is the sole recipient of the donor's eggs.
- Reversal of voluntary sterilization.
  - Over-the-counter contraceptive agents.

## Exclusions from Benefits, (continued)

- The purchase of an electric hospital-grade breast pump; donor breast milk.
- Human organ transplants, except as described on page 47.
- Services provided to a non-*Member*, except as described earlier in Part 5 for the following:
  - Organ donor charges under Bone Marrow Transplants for Breast Cancer, Hematopoietic Stem Cell Transplants, and Human Solid Organ Transplants (see page 47);
  - Bereavement counseling services under Hospice and End-of-Life care services (see page 55); and
  - Procurement and processing of donor sperm or eggs under Infertility services on page 40 (to the extent such costs are not covered by the donor's health coverage, if any).
- Acupuncture.
- Psychoanalysis.
- *Inpatient* and *Outpatient* weight-loss programs and clinics, except as described earlier in this chapter.
- Biofeedback, except for the treatment of urinary incontinence; neuromuscular stimulators and related supplies; chiropractic services, except as described in Chiropractic services (Spinal manipulation) on page 39; chiropractic services (spinal manipulation) for *Members* aged 12 and under; any type of thermal therapy device.
- Hypnotherapy; relaxation therapies; massage therapies, except as described earlier in this chapter; services by a personal trainer; exercise classes; cognitive rehabilitation programs or cognitive retraining programs, except as described earlier in this chapter. Also, excluded are diagnostic services related to any of these procedures or programs.
- All *Non-Conventional Medicine* services, provided independently or together with conventional medicine, and all related testing, laboratory testing, services, supplies, procedures, and supplements associated with this type of medicine.
- The *Plan* does not cover the cost of services (including tuition-based programs) that offer educational, vocational, recreational, or personal development activities, including, but not limited to: therapeutic schools, camps, wilderness or ranch programs, sports or performance enhancement programs, spas/resorts, leadership or behavioral coaching, or Outward Bound. The *Plan* will provide coverage for *Medically Necessary Outpatient* or intermediate behavioral health services provided by licensed behavioral health *Providers* while the *Member* is in a tuition-based program, subject to *Plan* rules, including any network requirements or *Cost Sharing*.
- Blood, blood donor fees, blood storage fees, blood substitutes, blood banking, cord blood banking, and blood products.

**Note:** This exclusion does not apply to the following blood services and products:

- Blood processing;
- Blood administration;
- Monoclonal and recombinant Factor products for Factor VIII deficiency (classic hemophilia), Factor IX deficiency (Christmas factor deficiency), and von Willebrand disease (**prior approval from by an Authorized Reviewer is required**); and
- Intravenous immunoglobulin for treatment of severe immune disorders, certain neurological conditions, infectious conditions, and bleeding disorders (**prior approval from an Authorized Reviewer is required**).
- Devices and procedures intended to reduce snoring including, but not limited to, laser-assisted uvulopalatoplasty, somnoplasty, and snore guards.
- Multi-purpose general electronic devices, including, but not limited to, laptop computers, desktop computers, personal assistive devices (PADs), tablets, and smartphones. All accessories for multi-purpose general electronic devices, including USB devices and direct connect devices (e.g., speakers, microphones, cables, cameras, batteries, etc.). Internet and modem connection/access including, but not limited to, Wi-Fi®, Bluetooth®, Ethernet and all related accessories.
- Examinations, evaluations, or services for educational purposes, including physical therapy, speech therapy, and occupational therapy, except as provided earlier in Part 5. Vocational rehabilitation services and vocational retraining. Also, services to treat learning disabilities, behavioral problems, and services to treat speech, hearing, and language disorders in a school-based setting.
- Eyeglasses, lenses, or frames; or refractive eye surgery (including radial keratotomy) for conditions that can be corrected by means other than surgery. The *Spirit Plan* will not pay for eyeglasses, contact lenses, or contact lens fittings, except as described in Medical Appliances and Equipment on page 57.
- Hearing aids or hearing aid fittings, except as described under Medical Appliances and Equipment on page 57.

## Exclusions from Benefits, *(continued)*

- Routine foot care, such as: trimming of corns and calluses; treatment of flat feet or partial dislocations in the feet; orthopedic shoes and related items that are not part of a brace; foot orthotics or fittings; or casting and other services related to foot orthotics or other support devices for the feet.

**Note:** This exclusion does not apply to routine foot care for *Members* diagnosed with diabetes. It also does not apply to therapeutic/molded shoes and shoe inserts for a *Member* with severe diabetic foot disease when (1) the need for therapeutic shoes and inserts has been certified by the *Member's* treating doctor, and (2) the shoes and inserts are prescribed by a *Provider* who is a podiatrist or other qualified doctor and are furnished by a *Provider* who is a podiatrist, orthotist, prosthetist, or pedorthist.

- Transportation, including, but not limited to, transportation by chair car, wheelchair van, or taxi, except as described in Ambulance services on page 54.
- Travel expenses, including lodging, related to receiving any covered service.
- Service or therapy animals and related supplies.

## **Part 6 – Member Satisfaction Process**

### **Member Appeals Process**

*Tufts Health Plan* (“*Tufts HP*”) has a *Member* Satisfaction Process to address your concerns promptly. This process addresses:

- Internal Inquiry
- *Member* Grievance Process
- Appeals:
  - Internal *Member* Appeals, and
  - Expedited Appeals.

All calls should be directed to the *Member* Services Department at **800-870-9488**. To submit your appeal or grievance in writing, send your letter to the address below. Or, you may fax it to us at 617-972-9509.

***Tufts Health Plan***  
***Spirit Plan***  
**Attn: Appeals and Grievances Department**  
**P.O. Box 9193**  
**Watertown, MA 02472-9193**

You may also submit your appeal or grievance at this address:

***Tufts Health Plan***  
**1 Wellness Way**  
**Canton, MA 02021**

### **Internal Inquiry**

Call the *Member* Services Department at 800-870-9488 to discuss concerns you may have regarding your health care. Every effort will be made to resolve your concerns. If your concerns cannot be explained or resolved, or if you tell a *Member* Services Representative that you are not satisfied with the response you have received from *Tufts HP*, we will notify you of any options you may have, including the right to have your inquiry processed as a grievance or appeal. If you choose to file a grievance or appeal, you will receive written acknowledgement and written resolution in accordance with the timelines outlined below.

## **Member Satisfaction Process, (continued)**

### **Grievances**

A grievance is a formal complaint about actions taken by *Tufts HP* or a *Tufts HP Spirit Provider*. There are two types of grievances: administrative grievances and clinical grievances. The two types of grievances are described below.

It is important that you contact *Tufts HP* as soon as possible to explain your concern. Grievances may be filed either verbally or in writing. If you choose to file a grievance verbally, please call a *Tufts HP Member Services Representative*, who will document your concern and forward it to an Appeals and Grievances Specialist in the Appeals and Grievances Department. To accurately reflect your concerns, you may want to put your grievance in writing and send it to the P.O. Box address provided at the beginning of this section. Your explanation should include:

- Your name and address;
- Your *Member ID* number;
- A detailed description of your concern (including relevant dates, any applicable medical information, and *Provider* names); and
- Any supporting documentation.

**Note:** The *Member* Grievance Process does not apply to requests for a review of a denial of coverage. If you are seeking such a review, please see Internal *Member Appeals* below.

### **Administrative Grievance**

An administrative grievance is a complaint about a *Tufts HP* employee, department, policy, or procedure, or about a billing issue.

### **Administrative Grievance Timeline**

- If you file your grievance verbally or in writing, *Tufts HP* will notify you by mail, within five (5) business days after receiving your grievance, that your grievance has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Specialist coordinating the review of your grievance.
- *Tufts HP* will review your grievance and will send you a letter regarding the outcome within thirty (30) calendar days of receipt.
- The time limits in this process may be waived or extended upon mutual written agreement between you or your authorized representative and *Tufts HP*.

### **Clinical Grievances**

A clinical grievance is a complaint about the quality of care or services that you have received from a *Tufts HP Spirit Provider*. If you have concerns about your medical care, you should discuss them directly with your *Provider*. If you are not satisfied with your *Provider's* response or do not wish to address your concerns directly with your *Provider*, you may contact *Member Services* to file a clinical grievance.

If you file your grievance verbally or in writing, we will notify you by mail, within five (5) business days after receiving your grievance, that your grievance has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Specialist coordinating the review of your grievance.

*Tufts HP* will review your grievance and will notify you in writing regarding the outcome, as allowed by law, within 30 calendar days of receipt. The review period may be extended up to an additional 30 days if additional time is needed to complete the review of your concern. You will be notified in writing if the review timeframe is extended.

## **Member Satisfaction Process, (continued)**

### **Internal Member Appeals**

Requests for coverage that was denied as specifically excluded in this *Spirit Member Handbook* (or subsequent updates) or for coverage that was denied based on *Medical Necessity* determinations are reviewed as appeals through *Tufts Health Plan's* Internal Appeals Process. You may file a request yourself or you may designate someone to act on your behalf in writing. You have 180 days from the date you were notified of the denial of benefit coverage or claim payment to file your appeal.

- (i) You can submit a verbal appeal of a benefit coverage decision to the *Member Services* Department, who will forward it to the Appeals and Grievances Department. You can also submit a written appeal to the P.O. Box address listed at the beginning of this chapter. *Tufts HP* encourages you to submit your appeal in writing to accurately reflect your concerns. Your letter should include:
- Your complete name and address;
  - Your ID number;
  - A detailed description of your request (including relevant dates, any applicable medical information, and Provider names); and
  - Copies of any supporting documentation.
- (ii) Within forty-eight (48) hours following *Tufts Health Plan's* receipt of your verbal or written appeal, a *Tufts Health Plan* Appeals and Grievances Specialist will send you an acknowledgment letter and a request for authorization for the release of your medical and treatment information related to your appeal.

Once you have signed and returned the authorization for the release of medical and treatment information to *Tufts Health Plan*, an Appeals and Grievances Specialist will document the date of receipt and coordinate the investigation of your appeal. In the event that you do not sign and return the authorization for the release of medical and treatment information to *Tufts Health Plan* within 30 calendar days of the day you requested a review of your case, *Tufts HP* may, in its discretion, issue a resolution of the appeal without reviewing some or all of your medical records.

- (iii) The *Tufts Health Plan* Benefits Committee will review appeals concerning specific benefits, exclusions, and payment disputes and will make determinations. The *Tufts Health Plan* Appeals Committee will make utilization management (*Medical Necessity*) decisions. If your appeal involves an adverse determination (*Medical Necessity* determination), it will be reviewed by a medical director and/or a practitioner in the same or in a similar specialty that typically manages the medical condition, performs the procedure, or provides the treatment that is under review. The medical director and/or practitioner will not have previously reviewed your case.
- (iv) The Appeals and Grievances Specialist will notify you in writing of the Committee's decision within no more than 30 calendar days of the receipt of your appeal. The time limits may be waived or extended beyond the time allowed by law upon mutual verbal or written agreement between you or your authorized representative and *Tufts HP*. A copy of the decision will be sent to your physician, unless you request otherwise. A determination of claim denial will set forth:
- *Tufts Health Plan's* understanding of the request;
  - The reason(s) for the denial;
  - The specific contract provisions on which the denial is based; and
  - The clinical rationale for the denial, if the appeal involves a *Medical Necessity* determination.

*Tufts Health Plan* maintains records of each inquiry made by a *Member* or by that *Member's* designated representative.

## **Member Satisfaction Process, (continued)**

### **Expedited (Fast) Appeals**

*Tufts HP* recognizes that there are urgent circumstances that require a quicker turnaround than the thirty (30) calendar days allotted for the standard Appeals Process. *Tufts HP* will expedite an appeal when your health may be in serious jeopardy or, in the opinion of your treating *Provider* (the practitioner responsible for the treatment or proposed treatment), you may experience pain that cannot be adequately controlled while you wait for a decision on your appeal.

If your request meets the guidelines for an expedited (fast) appeal, it will be reviewed by a Medical Affairs Department Physician, Psychological Testing Reviewer, and/or practitioner in the same (or in a similar) specialty that typically manages the medical condition, performs the procedure, or provides the treatment that is under review. This Medical Affairs Department Physician, Psychological Testing Reviewer, and/or practitioner will not have previously reviewed your case.

Your review will generally be conducted within two (2) business days, but not later than 72 hours (whichever is less) after *Tufts HP's* receipt of the request. If your appeal meets the guidelines for an expedited appeal, you may also file a request for a simultaneous external review as described below.

### **External Review**

For appeals involving *Medical Necessity* determinations (adverse determinations) and benefit reviews where medical judgment was used, you or your authorized representative have the right to request an independent, external review of our Appeals decision (appeals for payment disputes and coverage of services specifically excluded in your *Member Handbook* are not eligible for external review).

**Note:** Payment disputes are not eligible for external review, except when the appeal is filed to determine if surprise billing protections are applicable.

Should you choose to request an external review, send your request within four months of your receipt of written notice of the denial of your appeal to:

***Tufts Health Plan***  
**Appeals & Grievances Department**  
**1 Wellness Way**  
**Canton, MA 02021**  
**(fax) 617-972-9509**

In some cases, *Members* may have the right to an expedited (fast) external review. An expedited external review may be appropriate in urgent situations. An urgent situation is one in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience pain that cannot be adequately controlled while you wait for a decision on your appeal. Additionally, if *Tufts Health Plan* has not met all of our major procedural requirements (as listed above under internal appeals) for matters subject to external review, you can immediately file an external appeal.

If you request an external review, an independent organization will review the decision and provide you with a written determination. If this organization decides to overturn the appeal decision, the service or supply will be covered under the *Plan*.

#### **If You Have Questions**

If you have questions or need help submitting a grievance or an appeal, please call the *Member Services* Department at 800-870-9488 for assistance.

## **Bills from Providers**

Occasionally, if you receive *Emergency care* or *Urgent Care* while traveling from a non-Tufts HP Spirit Provider, you may receive a bill from the Provider for these Covered Services. Before paying the bill, contact the Tufts HP Member Services Department.

### **When you get non-Emergency care in Massachusetts:**

- Medical Providers in Massachusetts are not allowed to balance bill you for charges over the allowed amount (Massachusetts General Law, Chapter 32A: Section 20). If a Massachusetts medical Provider balance bills you, call the Member Services Department at 800-870-9488.
- Behavioral health and substance use disorder Providers in Massachusetts who are not in the Tufts HP Spirit network may balance bill you in certain circumstances. Since the Plan does not cover balance bills, payment may be your responsibility. If you need help finding a Tufts HP Spirit Provider or a Massachusetts behavioral health/substance use disorder Provider balance bills you, call the Member Services Department at 800-870-9488.

### **If you get non-Emergency care outside of Massachusetts:**

- Outside of Massachusetts, non-Tufts HP Spirit Providers may balance bill you for the difference between the Plan's allowed amount and the Provider's charges. This rule applies to both medical and behavioral health services. Since the Plan does not cover balance bills, payment is your responsibility.

If you receive *Emergency Covered Services* from a Non-Tufts HP Provider, you cannot be balance billed for charges over the allowed amount. Please see Emergency care on page 37 for additional information.

If you do pay a bill from a non-Tufts HP Spirit Provider, you must send the following information to the Member Reimbursement Medical Claims Department:

- A completed, signed Member Reimbursement Medical Claim Form, which can be obtained from the Tufts HP website or by contacting the Tufts HP Member Services Department; and
- The documents listed on the Member Reimbursement Medical Claim Form.

The address for the Member Reimbursement Medical Claims Department is listed on the Member Reimbursement Medical Claims Form.

**Note:** You must contact Tufts HP regarding your bill(s) or send your bill(s) to Tufts HP within 24 months from the date of service. If you do not submit them in this timeframe, the bill cannot be considered for payment. Most completed reimbursement requests are processed within 30 days. Incomplete requests and requests for services rendered outside of the United States may take longer. Reimbursements will be sent to the Subscriber at the address Tufts HP has on file.

If you receive Covered Services from a non-Tufts HP Spirit Provider (i.e., Urgent Care services), the Plan will pay up to the Reasonable Charge for the services. You may be responsible for any amounts in excess of the Reasonable Charge (as well as the Deductible, Coinsurance, and/or Copayments). Please see the Bills from Providers section on page 68 for additional information regarding balance billing and when Members are responsible for payment.

### **Important Note:**

Certain services you receive from non-Tufts HP Spirit Providers at a Tufts HP Spirit facility may be reimbursable. Some examples of these types of Providers include Emergency room specialists, radiologists, pathologists, and anesthesiologists who work in Tufts HP Spirit Hospitals.

The Plan reserves the right to be reimbursed by the Member for payments made due to Tufts HP's error.

## **Limitation on Actions**

You cannot file a lawsuit against either Spirit or Tufts Health Plan for any claim under this health care program more than two (2) years after the Spirit Plan denies the claim, unless you do it within two (2) years of the time the cause of action arose. For example, if you want to file a lawsuit because you were denied coverage under the Spirit Plan, you must first complete our Member Satisfaction Process and then file your suit within two years of first being sent a notice of the denial. Going through our Member Satisfaction Process does not extend the time limit for filing a lawsuit beyond two years after the date you were first denied coverage.

## **Part 7 – Other Plan Provisions**

### **Subrogation and Right of Recovery**

The provisions of this section apply to all current and former *Plan* participants and also to the parents, guardians, or other representatives of a *Dependent Child* who incurs claims and is or has been covered by the *Plan*. This *Plan's* right to recover (whether by subrogation or reimbursement) shall apply to the personal representative or administrator of your estate, your decedents, your heirs, your descendants, your beneficiaries, minors, and incompetent or disabled persons. These provisions will apply to all claims arising from your illness or injury, including, but not limited to, wrongful death, survival, or survivorship claims brought on your, your estate's, or your heirs' behalf, regardless of whether medical expenses were or could be claimed. "You" and "your" includes anyone on whose behalf the *Plan* pays benefits. No adult *Subscriber* hereunder may assign any rights that it may have to recover medical expenses from any person or entity responsible for causing your injury, illness, or condition or any other person or entity to any minor *Child* or *Children* of said adult *Subscriber* without the prior express written consent of the *Plan*.

The *Plan's* right of subrogation or reimbursement, as set forth below, extend to all insurance coverage available to you due to an injury, illness, or condition for which the *Plan* has paid medical claims (including, but not limited to, any disability award or settlement, premises or homeowners' medical payments coverage, premises or homeowners' insurance coverage, liability coverage, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, workers compensation coverage, automobile medical payments coverage, no fault automobile coverage or any first party insurance coverage).

Your health *Plan* is always secondary to automobile no-fault coverage, personal injury protection coverage or medical payments coverage.

No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the health *Plan's* subrogation and reimbursement interests are fully satisfied.

#### **Subrogation**

The right of subrogation means the *Plan* is entitled to pursue any claims that you may have in order to recover the benefits paid by the *Plan*. Immediately upon paying or providing any benefit under the *Plan*, the *Plan* shall be subrogated to (stand in the place of) all of your rights of recovery with respect to any claim or potential claim against any party, due to an injury, illness, or condition to the full extent of benefits provided or to be provided by the *Plan*.

The *Plan* may assert a claim or file suit in your name and take appropriate action to assert its subrogation claim, with or without your consent. The *Plan* is not required to pay you part of any recovery it may obtain, even if it files suit in your name.

#### **Reimbursement**

If you receive any payment as a result of an injury, illness, or condition, you agree to reimburse the *Plan* first from such payment for all amounts the *Plan* has paid and will pay as a result of that injury, illness, or condition, up to and including the full amount of your recovery. Benefit payments made under the *Plan* are conditioned upon your agreement to reimburse the *Plan* in full from any recovery you receive for your injury, illness, or condition.

#### **Constructive Trust**

By accepting benefits (whether the payment of such benefits is made to you or made on your behalf to any *Provider*), you agree that if you receive any payment as a result of an injury, illness, or condition, you will serve as a constructive trustee over those funds. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to the *Plan*. No disbursement of any settlement proceeds or other recovery funds from any insurance coverage or other source will be made until the *Plan's* subrogation and reimbursement interests are fully satisfied.

#### **Lien Rights**

Further, the *Plan* will automatically have a lien to the extent of benefits paid by the *Plan* for the treatment of illness, injury, or condition upon any recovery whether by settlement, judgment, or otherwise, related to treatment for any illness, injury, or condition for which the *Plan* paid benefits. The lien may be enforced against any party who possesses funds or proceeds representing the amount of benefits paid by the *Plan*, including, but not limited to, your representative or agent, and/or any other source that possessed or will possess funds representing the amount of benefits paid by the *Plan*.

## **Subrogation and Right of Recovery, (continued)**

### **Subrogation Agent**

*Tufts Health Plan* administers subrogation recoveries for the *Plan* and may contract with a third party to administer subrogation recoveries for the *Plan*. In such case, that subcontractor will act as *Tufts Health Plan's* agent.

### **Assignment**

In order to secure the *Plan's* recovery rights, you agree to assign to the *Plan* any benefits or claims or rights of recovery you have under any automobile policy or other coverage, to the full extent of the *Plan's* subrogation and reimbursement claims. This assignment allows the *Plan* to pursue any claim you may have, whether or not you choose to pursue the claim.

### **First-Priority Claim**

By accepting benefits from the *Plan*, you acknowledge that the *Plan's* recovery rights are a first priority claim and are to be repaid to the *Plan* before you receive any recovery for your damages. The *Plan* shall be entitled to full reimbursement on a first-dollar basis from any payments, even if such payment to the *Plan* will result in a recovery which is insufficient to make you whole or to compensate you in part or in whole for the damages sustained. The *Plan* is not required to participate in or pay your court costs or attorney fees to any attorney you hire to pursue your damage claim.

### **Applicability to All Settlements and Judgments**

The terms of this entire subrogation and right of recovery provision shall apply and the *Plan* is entitled to full recovery regardless of whether any liability for payment is admitted and regardless of whether the settlement or judgment identifies the medical payments the *Plan* provided or purports to allocate any portion of such settlement or judgment to payments of expenses other than medical expenses. The *Plan* is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering, non-economic damages, and/or general damages only. The *Plan's* claim will not be reduced due to your own negligence.

### **Cooperation**

You agree to cooperate fully with the *Plan's* efforts to recover benefits paid. It is your duty to notify the *Plan* within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of your intention to pursue or investigate a claim to recover damages or obtain compensation due to your injury, illness, or condition. You and your agents agree to provide the *Plan* or its representatives notices of any recovery you or your agents obtain prior to receipt of such recovery funds or within 5 days if no notice was given prior to receipt.

Further, you and your agents agree to provide notice prior to any disbursement of settlement or any other recovery funds obtained. You and your agents shall provide all information requested by the *Plan*, *Tufts Health Plan* or its representative including, but not limited to, completing and submitting any applications or other forms or statements as the *Plan* may reasonably request and all documents related to or filed in personal injury litigation. Failure to provide this information, failure to assist the *Plan* in pursuit of its subrogation rights or failure to reimburse the *Plan* from any settlement or recovery you receive may result in the denial of any future benefit payments or claim until the *Plan* is reimbursed in full, termination of your health benefits, or the institution of court proceedings against you.

You shall do nothing to prejudice the *Plan's* subrogation or recovery interest or prejudice the *Plan's* ability to enforce the terms of this *Plan* provision. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the *Plan* or disbursement of any settlement proceeds or other recovery prior to fully satisfying the *Plan's* subrogation and reimbursement interest.

You acknowledge that the *Plan* has the right to conduct an investigation regarding the injury, illness, or condition to identify potential sources of recovery. The *Plan* reserves the right to notify all parties and his/her agents of its lien. Agents include, but are not limited to, insurance companies and attorneys.

You acknowledge that the *Plan* has notified you that it has the right pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. Section 1301 *et seq*, to share your personal health information in exercising its subrogation and reimbursement rights.

### **Interpretation**

In the event that any claim is made that any part of this subrogation and right of recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator for the *Plan* shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

## **Subrogation and Right of Recovery, (continued)**

### **Jurisdiction**

By accepting benefits from the *Plan*, you agree that any court proceeding with respect to this provision may be brought in any court of competent jurisdiction as the *Plan* may elect. By accepting such benefits, you hereby submit to each such jurisdiction, waiving whatever rights may correspond by reason of your present or future domicile. By accepting such benefits, you also agree to pay all attorneys' fees the *Plan* incurs in successful attempts to recover amounts the *Plan* is entitled to under this section.

### **Workers' Compensation**

Employers provide workers' compensation insurance for their employees to protect them in case of work-related illness or injury.

If you have a work-related illness or injury, you and your employer must ensure that all medical claims related to the illness or injury are billed to your employer's workers' compensation insurer. The *Plan* will not provide coverage for any injury or illness for which it determines that the *Member* is entitled to benefits pursuant to any workers' compensation statute or equivalent employer liability, or indemnification law (whether or not the employer has obtained workers' compensation coverage as required by law).

If the *Plan* pays for the costs of health care services or medications for any work-related illness or injury, the *Plan* has the right to recover those costs from you, the person, or company legally obligated to pay for such services, or from the *Provider*. If your *Provider* bills services or medications to the *Plan* for any work-related illness or injury, please contact the *Tufts Health Plan* Liability to Recovery Department at 1-888-880-8699, x. 21098.

### **Future Benefits**

Benefits for otherwise covered services may be excluded when you have received a recovery from another source relating to an illness or injury for which benefits would normally be provided. However, the amount of any covered services excluded under this section will not exceed the amount of your recovery.

## **Coordination of Benefits**

### **Benefits under other Plans**

You may have benefits under other *Plans* for hospital, medical, dental, or other health care expenses.

The *Spirit Plan* has a Coordination of Benefits program (COB) that prevents duplication of payment for the same health care services. We will coordinate benefits payable for *Covered Services* with benefits payable by other *Plans*, consistent with Massachusetts law, 211 CMR 38.00 *et seq* and *Tufts Health Plan* Coordination of Benefits (COB) processing guidelines.

### **Primary and secondary plans**

The *Plan* will coordinate benefits by determining:

- Which *Plan* (*Spirit* or your other *Plan(s)*) has to pay first; and
- Which *Plan* (*Spirit* or your other *Plan(s)*) has to pay second.

These determinations will be made according to using the first applicable rule set forth in 211 CMR 38.05 and benefits will be paid or provided pursuant to the rules set forth in 211 CMR 28.04 and 211 CMR 38.06. These regulations are available on the Massachusetts state website at <http://www.mass.gov/code-of-massachusetts-regulations-cmr>.

### **Right to receive and release necessary information**

When you complete your membership application, you must include information on your membership application about other health coverage you have. After you enroll, you must notify *Tufts Health Plan* of new coverage, termination of other coverage, or if you are enrolled in any high *Deductible* health Plan with a health savings account (HSA). *Tufts Health Plan* may ask for and give out information needed to coordinate benefits. You agree to provide information about other coverage and cooperate with *Tufts HP's* COB program.

### **Right to recover overpayment**

The *Plan* may recover, from you or any other person or entity, any payments made that are greater than payments it should have made under the COB program. The *Plan* will only recover overpayments actually made.

## **Coordination of Benefits, (continued)**

### **For more information**

For more information about COB, call the Liability and Recovery Department at 888-880-8699, ext. 21098.

### **Use and Disclosure of Medical Information**

For information about how *Tufts Health Plan* uses and discloses your medical information, please contact the *Member Services Department*. Information is also available on the *Tufts Health Plan* website at <http://www.tuftshealthplan.com>.

For information about how the Commission uses and discloses your medical information, please contact the Commission.

### **Additional Plan Provisions**

#### ***Tufts Health Plan and Providers***

*Tufts Health Plan* arranges for health care services. *Tufts Health Plan* does not provide health care services. *Tufts Health Plan* has agreements with *Tufts HP Spirit Providers* practicing in their private offices throughout the *Spirit Service Area*. These *Providers* are independent. They are not *Spirit's* or *Tufts Health Plan's* employees, agents, or representatives. *Providers* are not authorized to change this *Member Handbook* or assume or create any obligation for either *Spirit* or *Tufts Health Plan*.

Neither *Spirit* nor *Tufts Health Plan* is liable for the conduct of any *Provider*, including acts, omissions, representations, or any other behavior.

#### **Acceptance of the terms of the Agreement**

By enrolling in *Spirit*, *Subscribers* agree, on behalf of themselves and their enrolled *Dependents*, to all the terms and conditions of the Agreement between the GIC and *Tufts Health Plan*, including this *Member Handbook*.

#### **Payments for coverage**

*Spirit* is a self-funded *Plan*. This means that the GIC is responsible for funding *Covered Services* for *Members* in accordance with the terms of the *Plan*.

#### **Changes to this *Member Handbook***

The GIC may change this *Member Handbook*. Changes do not require any *Member's* consent. The *Plan* is responsible for notifying you of changes. Changes will apply to all benefits for services received on or after the *Effective Date*.

#### **Notice**

Notice to *Members*: When *Tufts Health Plan* sends a notice to you, it will be sent to your last address on file with the *Group Insurance Commission*. For this reason, it is important for *Members* to keep their address current with the GIC.

Notice to *Tufts Health Plan*: *Members* should address all correspondence to:

***Tufts Health Plan***  
***Spirit Plan***  
**P.O. Box 9170**  
**Watertown, MA 02472-9173**

#### **No Third-Party Rights**

The *Plan* grants rights to *Members*. It is not deemed to create rights in any third parties.

#### **When this *Member Handbook* is Issued and Effective**

This *Member Handbook* is issued and effective July 1, 2022, and supersedes all previous *Member Handbooks*.

#### **Circumstances beyond *Tufts HP's* reasonable control**

*Tufts Health Plan* is not responsible for a failure or delay to arrange for the provision of services due to circumstances beyond the reasonable control of *Tufts HP*. Such circumstances include, but are not limited to: major disaster, epidemic, war, riot, and civil insurrection. In such circumstances, *Tufts HP* will make a good faith effort to arrange for the provision of services.

## **Part 8 – Terms and Definitions**

This section defines the terms used in this *Member Handbook*.

### **Adoptive Child**

A *Child* is an *Adoptive Child* as of the date he or she:

- Is legally *Adopted* by the *Subscriber*; or
- Is placed for adoption with the *Subscriber*. This means that the *Subscriber* has assumed a legal obligation for the total or partial support of a *Child* in anticipation of adoption. If the legal obligation ceases, the *Child* is no longer considered placed for adoption.

### **Allowed Cost or Allowed Amount**

Maximum amount on which payment is based for covered health care services. This may be called “eligible expense,” “payment allowance,” or “negotiated rate.”

### **Board-Certified Behavior Analyst (BCBA)**

A *Board-Certified Behavior Analyst (BCBA)* meets the qualifications of the Behavior Analyst Certification Board (BACB) by achieving a master’s degree, training, experience, and other requirements. A *BCBA* professional conducts behavioral assessments, designs and supervises behavior analytic interventions, and develops and implements assessment and interventions for *Members* with diagnoses of autism spectrum disorders. *CBAs* may supervise the work of *Board-Certified Assistant Behavior Analysts* and other *Paraprofessionals* who implement behavior analytic interventions.

### **Annual Enrollment Period**

The period each year when the *Group Insurance Commission* allows eligible persons to apply for and change coverage under *Spirit* and any other health *Plans* the GIC offers.

### **Authorized Reviewer**

*Authorized Reviewers* review and approve certain services and supplies to *Members*. *Authorized Reviewers* are either *Tufts Health Plan’s Chief Medical Officer* (or equivalent) or someone he or she names to perform this function.

### **Behavioral Health Disorders**

Psychiatric illnesses or diseases listed as mental disorders in the latest edition, at the time treatment is provided, of the American Psychiatric Association’s *Diagnostic and Statistical Manual: Mental Disorders*.

### **Child (Children)**

The *Subscriber’s* or *Spouse’s Child* by birth, step-*Child*, or *Adoptive Child*, or any other *Child* for whom the *Subscriber* or *Spouse* has legal guardianship until the end of the month following their 26<sup>th</sup> birthday.

### **Coinsurance**

The percentage of costs you must pay for certain *Covered Services*.

- For services provided by a non-*Tufts HP Spirit Provider*, your share is a percentage of the *Reasonable Charge* for those services. You may be responsible for costs in excess of the *Reasonable Charge*.
- For services provided by a *Tufts HP Spirit Provider*, your share is the lesser of:
  - A percentage of the applicable *Tufts Health Plan* fee schedule amount for those services; or
  - A percentage of the *Tufts HP Spirit Provider’s* actual charges for those services.

### **Contract Year**

The 12-month period in which benefit limits and *Deductible* are calculated. The *Contract Year* (sometimes referred to as a *Plan Year*) runs from July 1<sup>st</sup> through June 30<sup>th</sup> and is designated by the *Group Insurance Commission*.

### **Copayment**

Fees you pay for certain *Covered Services* provided or authorized by a *Tufts HP Spirit Provider*. *Copayments* are paid to the *Provider* when you receive care unless the *Provider* arranges otherwise. *Copayments* are not applied towards any *Deductible* or *Coinsurance*.

## Terms and Definitions, (continued)

### Copayment Tier 1 Specialist

A Massachusetts *Tufts HP* adult or pediatric Specialist whose *Provider* group (a) participates in the GIC's Centered Care Program; and (b) provides the most efficient care.

### Copayment Tier 2 Specialist

A Massachusetts *Tufts HP Spirit Provider* adult or pediatric Specialist whose *Provider* group (a) participates in the GIC's Centered Care Program; and (b) provides less efficient care.

### Copayment Tier 3 Specialist

A Massachusetts *Tufts HP* adult or pediatric Specialist whose *Provider* group does not participate in the GIC's Centered Care Program.

### Cosmetic Services

Services performed solely for the purposes of improving appearance, which appearance is not the result of accidental injury, congenital anomaly, or a previous surgical procedure or disease.

### Cost Sharing Amount

*Cost Sharing Amount* is the cost you pay for certain *Covered Services*. This amount may consist of *Deductibles*, *Copayments*, and/or *Coinsurance*.

### Covered Services

The services and supplies for which the *Plan* will pay. They must be:

- described in Part 5 - Covered Services of this *Member Handbook* (see pages 36-63);
- *Medically Necessary*, as determined by *Tufts Health Plan*; and
- in some cases, approved by an *Authorized Reviewer*.

These services include *Medically Necessary* coverage of pediatric specialty care, including behavioral health care, by *Providers* with recognized expertise in specialty pediatrics.

**Note:** *Covered Services* include any surcharges on the *Plan* such as the Massachusetts Health Safety Net Trust Fund or New York Health Care Reform Act surcharges, or later billed charges under *Provider* network agreements, such as supplemental *Provider* payments or access fee arrangements.

### Custodial Care

- Care provided primarily to assist in the activities of daily living, such as bathing, dressing, eating, and maintaining personal hygiene and safety.
- Care provided primarily for maintaining the *Member's* or anyone else's safety, when no other aspects of treatment require an acute hospital level of care.
- Services that could be provided by people without professional skills or training.
- Routine maintenance of colostomies, ileostomies, and urinary catheters.
- Adult and pediatric day care.

**Note:** *Custodial Care* is not covered by the *Plan*.

### Day Surgery

Any surgical procedure(s) provided to a *Member* at a facility licensed by the state to perform surgery and with an expected departure the same day. For hospital census purposes, the *Member* is an *Outpatient* and not an *Inpatient*.

### Deductible

The amount incurred by the *Member* for *Covered Services* before any payments are made under this *Member Handbook*. *Copayments* do not count towards any *Deductible*. See Part 1 - Benefit Overview that starts on page 9 at the front of this *Member Handbook* for more information.

**Note:** The amount credited towards the *Member's Deductible* is based on the *Tufts HP Spirit Provider* negotiated rate at the time the services are rendered. It does not reflect any later adjustments, payments, or rebates that are not calculated on an individual claim basis.

## **Terms and Definitions, (continued)**

### **Dependent**

The *Subscriber's Spouse*, former *Spouse*, *Child*, step-*Child*, eligible foster *Child*, or *Handicapped Child*.

### **Developmental**

Refers to a delay in the expected achievement of age-appropriate fine motor, gross motor, social, or language milestones that is not caused by an underlying medical illness or condition.

### **Durable Medical Equipment (DME)**

Devices or instruments of a durable nature that are:

- *Medically Necessary*;
- Prescribed by a physician;
- Reasonable and necessary to sustain a minimum threshold of independent daily living;
- Made primarily to serve a medical purpose;
- Not useful in the absence of illness or injury;
- Able to withstand repeated use; and
- Used in the home.

### **Effective Date**

The date, according to *Tufts Health Plan's* records, when you become a *Member* and are first eligible for *Covered Services*.

### **Emergency**

An illness or medical condition, whether physical, behavioral, related to behavioral health or substance use disorder, or mental, characterized by symptoms of sufficient severity 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:

- Serious jeopardy to the physical and/or behavioral health of a *Member*, another person, or a pregnant *Member's* unborn *Child*;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part; or
- With respect to a pregnant woman who is having contractions, inadequate time to safely transfer to another hospital before delivery, or a threat to the safety of the *Member* or her unborn *Child* if they were transferred to another hospital before delivery.

Some examples of illnesses or medical conditions requiring *Emergency* care are severe pain, a broken leg, loss of consciousness, vomiting blood, chest pain, difficulty breathing, suicidality, or any medical condition that is quickly worsening.

## Terms and Definitions, (continued)

### Experimental or Investigative

A service, supply, treatment, procedure, device, or medication (collectively "treatment") is considered *Experimental* or *Investigative* and therefore, not *Medically Necessary*, if **any** of the following apply:

- The drug or device cannot be lawfully marketed without the approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished or to be furnished.
- The treatment, or the "informed consent" form used for the treatment, was reviewed and approved by the treating facility's institutional review board or other body serving a similar function, or federal law requires such review or approval.
- Reliable scientific evidence shows that the treatment is the subject of ongoing Phase I or Phase II clinical trials; is the research, *Experimental*, study, or *Investigative* arm of ongoing Phase III clinical trials; or is otherwise under study to determine its safety, efficacy, toxicity, maximum tolerated dose, or its efficacy as compared with a standard means of treatment or diagnosis.
- Evaluation by an independent health technology assessment organization has determined that the treatment is not proven safe.
- Even if approved for lawful marketing by the U.S. Food and Drug Administration, reliable scientific evidence does not support that the treatment is effective in improving health outcomes or that appropriate patient selection has been determined.
- The peer-reviewed published literature regarding the treatment is predominantly non-randomized, historically controlled, case controlled, or cohort studies, or there are few or no well-designed randomized, controlled trials.
- There is no scientific or clinical evidence that the treatment is at least as beneficial as any established evidence-based alternatives.

This definition is fully explained in the corresponding *Medical Necessity* Guidelines.

### Family Plan

Coverage for a *Subscriber* and his or her *Dependents*.

### Free-Standing Urgent Care Center

A medical facility that provides treatment for *Urgent Care* services (see definition of *Urgent Care*). A *Free-standing Urgent Care Center* primarily treats patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an *Emergency* room. A *Free-standing Urgent Care Center* offers an alternative to certain *Emergency* room visits for a *Member* who is not able to visit his or her *Primary Care Provider* or health care *Provider* in the time frame that is felt to be warranted by their condition or symptoms. A *Free-standing Urgent Care Center* does not provide *Emergency* care and is not appropriate for people who have life-threatening conditions.

*Members* experiencing these conditions should go to an *Emergency* room. *Free-standing Urgent Care Centers* are not part of a *Hospital* or *Hospital* system and are not *Limited Service Medical Clinics*. To find an *Urgent Care Center* in our network, please visit our website at <http://www.tuftshealthplan.com> and click on "Find a Doctor" or call *Member Services*.

### Group Insurance Commission (GIC)

The Massachusetts state agency that provides health insurance for state and *Participating Municipality* employees, retirees, and their *Dependents*.

### Habilitative

Health care services provided in accordance with the federal Affordable Care Act (ACA) in order for a person to attain, maintain, or prevent deterioration of a life skill or function never learned or acquired due to a disabling condition. These services may include physical therapy, occupational therapy, and speech-language pathology services in various *Inpatient* and *Outpatient* settings.

## Terms and Definitions, (continued)

### Handicapped Child

The *Subscriber's Child* who:

- Became permanently, physically, or mentally disabled before age 19;
- Is incapable of supporting himself or herself due to disability; and
- Was covered under the *Subscriber's Family Plan* immediately before reaching age 26 and who receives approval from the GIC to continue coverage under the *Family Plan*.

### Individual Contract

An agreement between *Tufts Health Plan* and the *Subscriber* under which *Tufts HP* agrees to provide individual coverage and the *Subscriber* agrees to pay a premium to *Tufts HP*.

### Individual Plan

Coverage for a *Subscriber* only (no *Dependents*).

### Inpatient

A patient who is admitted to a hospital or other facility licensed to provide continuous care and is classified as an *Inpatient* for all or a part of a day by that facility.

### Inpatient Copayment Tier 1

The *Copayment* you are responsible for paying for an *Inpatient* admission in a *Tufts HP Spirit Hospital* whose *Provider* group provides the most efficient care.

### Inpatient Copayment Tier 2

The *Copayment* you are responsible for paying for an *Inpatient* admission in a *Tufts HP Spirit Hospital* whose *Provider* group provides less efficient care.

### Limited Service Medical Clinic

A walk-in medical clinic licensed to provide limited services, generally based in a retail store. Care is provided by a nurse practitioner. A *Limited Service Medical Clinic* offers an alternative to certain *Emergency* room visits for a patient who needs less *Urgent Care* or is not able to visit his or her primary physician due to scheduling or other challenges. The services at a *Limited Service Medical Clinic* are only available to patients 24 months or older.

A *Limited Service Medical Clinic* does not provide *Emergency* or wound care, or treatment for injuries. It is not appropriate for people who need x-rays or stitches or who have life-threatening conditions. *Members* experiencing these conditions should go to an *Emergency* room.

### Medically Necessary

A service or supply that is consistent with generally accepted principles of professional medical practice, as determined by whether it is:

- The most appropriate available supply or level of service for the *Member* in question considering potential benefits and harms to that individual;
- Known to be effective, based on scientific evidence, professional standards, and expert opinion, in improving health outcomes; and
- Based on scientific evidence, for services and interventions not in widespread use.

In determining coverage for *Medically Necessary* services, *Tufts HP* uses *Medical Necessity* coverage guidelines which are: based on current literature review; developed with input from practicing *Providers* in the *Tufts HP Spirit Service Area* and in accordance with the standards adopted by government agencies and national accreditation organizations; updated annually or more often as new treatments, applications, and technologies are adopted as generally accepted professional medical practice; and scientific evidence-based, if practicable.

Our *Medical Necessity Guidelines* are available on our website at:

<https://tuftshhealthplan.com/member/employer-individual-or-family-plans/tools-resources/overview>.

If you prefer, call *Member Services* at 800-870-9488.

## Terms and Definitions, (continued)

### Medical Supplies and Equipment

Items prescribed by a physician and which are *Medically Necessary* to treat disease and injury.

### Member

A person enrolled in the *Spirit Plan*. Also referred to as "you."

### Member Handbook

This document, including any future amendments, which describe the *Spirit Plan*.

### Non-Conventional Medicine

A group of diverse medical and health care systems, practices, and products that are not presently considered to be part of conventional medicine and are generally not based on scientific evidence. Since these services are not based on scientific evidence, they do not meet the *Tufts Health Plan* definition of *Medical Necessity* and are not covered. *Providers* of these non-Covered Services may be contracting or non-contracting traditional medical *Providers*. These services may be offered in conjunction with a traditional office visit. *Providers* of *Non-Conventional Medicine* services often request payment up front because health insurance typically does not cover these services.

Common terminology used to refer to these types of services include, but are not limited to, "alternative medicine", "complementary medicine", "integrative medicine", "functional health medicine", and may be described as treating "the whole person", "the entire individual", or "the inner self", and may refer to re-balancing hormones or finding underlying causes that lead to bodily dysfunction. Examples of *Non-Conventional Medicine* and related services include, but are not limited to:

- holistic, naturopathic, energy medicine (e.g., Reiki, Ayurvedic, magnetic fields);
- manipulative and body-based practices (e.g., reflexology, yoga, exercise therapy, tai-chi);
- mind-body medicine (e.g., hypnotherapy, meditation, stress management);
- whole medicine systems (e.g., hypnotherapy, meditation, stress management);
- biologically-based practices (e.g., herbal medicine, dietary supplements, probiotics); and
- other related practices when provided in connection with *Non-Conventional Medicine* services (e.g., animal therapy, art therapy, dance therapy, sleep therapy, light therapy, energy-balancing, breathing exercises).

### Observation

The use of hospital services to treat and/or evaluate a condition that should result in either a discharge within forty-eight (48) hours or a verified diagnosis and concurrent treatment plan. At times, an *Observation* stay may be followed by an *Inpatient* admission to treat a diagnosis revealed during the period of *Observation*.

### Outpatient

A patient who receives care other than on an *Inpatient* basis. This includes services provided in:

- a physician's office;
- a *Day Surgery* or ambulatory care unit; and
- an *Emergency* room or *Outpatient* clinic.

**Note:** You are also an *Outpatient* when you are in a facility for *Observation*.

### Out-of-Pocket Maximum

The *Out-of-Pocket Maximum* is the maximum amount of money paid by a *Member* during a *Contract Year* for *Covered Services*. An *Out-of-Pocket Maximum* consists of the *Deductible*, *Coinsurance*, and *Copayments*. It does not include any costs for health care services that are not *Covered Services*, costs in excess of the *Reasonable Charge*, or services or supplies listed in the "Note" for the *Out-of-Pocket Maximum* provision on page 25.

### Paraprofessional

As it pertains to the treatment of autism and autism spectrum disorders, a *Paraprofessional* is an individual who performs applied behavioral analysis (ABA) services under the supervision of a *Board-Certified Behavior Analyst (BCBA)*.

### Participating Municipality

A city, town, or district of the Commonwealth of Massachusetts that participates in the health coverage offered by the *Group Insurance Commission*.

## **Terms and Definitions, (continued)**

### **Plan**

*Spirit* by Tufts Health Plan, the Group Insurance Commission's self-funded Plan administered by Tufts Health Plan, which provides you with the benefits described in this *Member Handbook*.

### **Plan Provider**

A Tufts HP Spirit Provider.

### **Primary Care Provider**

A Tufts HP Spirit Provider who is a general practitioner, family practitioner, internal medicine Specialist, physician assistant, nurse practitioner, primary care physician who is also a Specialist, obstetrician/gynecologist, or pediatric Primary Care Provider who provides primary care services.

### **Prosthetic Devices**

Medically Necessary items (i.e., breast prostheses and artificial limbs) prescribed by a physician that replace all or part of a bodily organ or limb.

### **Provider**

A health care professional or facility licensed in accordance with applicable law including, but not limited to, hospitals, Limited Service Medical Clinics (if available), Free-standing Urgent Care Centers (if available), physicians, doctors of osteopathy, physician assistants, certified nurse midwives, certified registered nurse anesthetists, nurse practitioners, optometrists, podiatrists, psychiatrists, psychologists, licensed mental health counselors, licensed independent clinical social workers, licensed marriage and family therapists, licensed psychiatric nurses who are certified as clinical Specialists in psychiatric and mental health nursing; Licensed Alcohol and Drug Counselor I; licensed speech-language pathologists, and licensed audiologists.

The *Spirit Plan* will only cover services of a Provider, if those services are within the scope of the Provider's license and listed as Part 5 - Covered Services of this *Member Handbook* (see pages 36-63).

### **Provider Unit**

A Provider Unit is comprised of doctors and other health care Providers who practice together in the same community and who often admit patients to the same hospital in order to provide their patients with a full range of care.

### **Reasonable Charge**

The lesser of the:

- Amount charged by the non-Tufts HP Spirit Provider; or
- Amount that Tufts Health Plan determines to be reasonable, based upon nationally accepted means and amounts of claims payment. Nationally accepted means and amounts of claims payment include, but are not limited to: Medicare fee schedules and Allowed Amounts, CMS medical coding policies, AMA CPT coding guidelines, and nationally recognized academy and society coding and clinical guidelines.

### **Routine Nursery Care**

Routine care given to a well newborn Child immediately following birth until discharge from the hospital.

### **Spirit Service Area**

The geographical area within which Tufts Health Plan has developed a network of Tufts HP Spirit Providers to give Members adequate access to Covered Services. For more information about the Spirit Service Area, please call Member Services at 800-870-9488 or visit <http://www.tuftshealthplan.com/gic>.

### **Spouse**

The Subscriber's legal Spouse, according to the law of the state in which you reside.

## Terms and Definitions, *(continued)*

### **Subscriber**

The person who:

- Is an employee, a non-Medicare eligible retired employee, or non-Medicare eligible surviving *Spouse* of an employee or retiree of the Commonwealth of Massachusetts or a *Participating Municipality*;
- Enrolls in *Spirit* and signs the membership application form on behalf of himself or herself and any *Dependents*; and
- In whose name the premium contribution is paid.

### **Tobacco Cessation Counselor**

*Providers* who are not physicians but who have completed at least eight (8) hours of instruction in tobacco cessation from an accredited institute of higher learning. *Tobacco Cessation Counselors* must work under the supervision of a physician.

### **Tufts Health Plan or Tufts HP**

Total Health Plan, Inc., a Massachusetts Corporation d/b/a *Tufts Health Plan*. *Tufts Health Plan* enters into arrangements with groups or payers underwriting health benefit *Plans* to make available a network of *Providers* and to provide certain administrative services to the health benefit *Plans*, including, but not limited to, processing claims for benefits and performing preregistration. *Tufts HP* does not insure the *Spirit Plan*.

### **Tufts HP Spirit Hospital**

A hospital that has an agreement with *Tufts Health Plan* to provide certain *Covered Services* to *Members*. *Tufts HP Spirit Hospitals* are independent. They are not owned by *Tufts Health Plan*. *Tufts HP Spirit Hospitals* are not agents, representatives, or employees of *Tufts Health Plan*.

### **Tufts HP Spirit Provider**

A *Provider* with whom *Tufts Health Plan* has an agreement to provide *Covered Services* to *Members*. *Tufts HP Spirit Providers* are not employees, agents, or representatives of *Tufts Health Plan*.

### **Tufts Health Plan Spirit Provider Directory**

A separate booklet which lists *Tufts HP Spirit Provider* physicians and their affiliated *Tufts HP Spirit Hospital*.

**Note:** This booklet is updated from time to time to show changes in *Tufts HP Spirit Providers*. For information about the *Providers* listed in the *Tufts HP Spirit Provider Directory*, please call *Member Services* at 800-870-9488 or visit <http://www.tuftshealthplan.com/gic>.

### **Urgent Care**

Care provided when your health is not in serious danger, but you need immediate medical attention for an unforeseen illness or injury. Examples of illnesses or injuries in which *Urgent Care* might be needed are a broken or dislocated toe, a cut that needs stitches but is not actively bleeding, sudden extreme anxiety, or symptoms of a urinary tract infection.

**Note:** Care provided after the *Urgent* condition has been treated and stabilized and the *Member* is safe for transport is not considered *Urgent Care*.

## **Part 9 – Spirit Plan Inpatient Hospital Copayment Levels**

Under the *Spirit Plan*, *Copayments* for *Inpatient* hospital stays at *Tufts HP Spirit Hospitals* are grouped into two *Inpatient Hospital Copayment Tiers*, which are based upon the efficiency in care they provide. (Please call *Member Services* for more information about hospital groupings.)

- *Tufts HP Spirit Hospitals* whose *Provider* group provides the most efficient care are in ***Inpatient Copayment Tier 1***. *Inpatient* services at a *Tufts HP Spirit Hospital* included in *Inpatient Copayment Tier 1* are subject to a **\$275 Copayment** per admission\*.
- *Tufts HP Spirit Hospitals* whose *Provider* group provides less efficient care are in ***Inpatient Copayment Tier 2***. *Inpatient* services at a *Tufts HP Spirit Hospital* included in *Inpatient Copayment Tier 2* are subject to a **\$500 Copayment** per admission\*.

\* Subject to the *Inpatient Care Copayment Limit* listed in the *Inpatient Care Copayment Limit* provision on page 24 of this *Spirit Member Handbook*.

There are other services for which the *Inpatient Hospital Copayment Tiers* do not apply. These include:

- Services for newborn *Children* who stay in the hospital beyond the mother's discharge **are subject to the In-Network Deductible and then are covered in full**.
- Covered transplant services for *Members* **are subject to a \$275 Copayment** per admission\* when performed at a facility in *Tufts Health Plan's* designated transplant network. Covered transplant services for *Members* at any other *Tufts HP Spirit Hospital* are subject to a **\$500 Copayment** per admission.\* Any additional *Inpatient* admission to a *Tufts HP Spirit Hospital* for *Covered Services* related to the transplant procedure(s) is subject to the applicable *Inpatient Hospital Copayment*. Please see pages 82-84 of this *Member Handbook* for the *Copayment* amounts in effect as of July 1, 2022.
- Covered *Inpatient* behavioral health and substance use disorder services **are subject to a \$200 Copayment\*** when provided at any *Tufts HP Spirit Hospital*.
- *Copayments* are waived for readmissions within 30 days of discharge in the same *Contract Year*. If you are billed an *Inpatient Copayment* for a readmission within 30 days of discharge within the same *Contract Year*, please call *Member Services* to have your claim adjusted.

\* Subject to the *Inpatient Care Copayment Limit* listed in the *Inpatient Care Copayment Limit* provision on page 24 of this *Spirit Member Handbook*.

The *Spirit Inpatient Hospital Copayment List*, which appears in the following table, lists hospitals and their applicable *Copayments*.

## **Spirit Plan Inpatient Hospital Copayment List**

### **Eastern Massachusetts**

<b><i>Hospital Name</i></b>	<b><i>Inpatient Copayment</i></b>
Anna Jaques Hospital	\$275
Beth Israel Deaconess Hospital – Milton	\$275
Beth Israel Deaconess Hospital – Needham	\$275
Beth Israel Deaconess - Plymouth	\$275
Beth Israel Deaconess Medical Center	\$275
Boston Children’s Hospital	\$500
Boston Medical Center	\$275
Cambridge Health Alliance	\$275
Cape Cod Hospital	\$275
Falmouth Hospital	\$275
Lahey Hospital and Medical Center	\$275
Lawrence General Hospital	\$275
Lowell General Hospital	\$275
Melrose Wakefield Healthcare Lawrence Memorial Hospital	\$275
Melrose Wakefield Healthcare Melrose Wakefield Hospital	\$275
MetroWest Medical Center	\$275
Mount Auburn Hospital	\$275
New England Baptist Hospital	\$275
Northeast Hospital Corporation (Addison Gilbert Hospital)	\$275
Northeast Hospital Corporation (Beverly Hospital)	\$275

Please note that the status and *Copayment* levels of our network of *Providers* listed above are in effect as of July 1, 2022. For the most up-to-date status, please contact *Member Services* at 800-870-9488.

**Spirit Plan Inpatient Hospital Copayment List, Eastern Massachusetts, (continued)**

<b>Hospital Name</b>	<b>Inpatient Copayment</b>
Signature Healthcare Brockton Hospital	\$500
Southcoast Hospitals Group – Charlton Memorial Hospital	\$275
Southcoast Hospitals Group – St. Luke’s Hospital	\$275
Southcoast Hospitals Group – Tobey Hospital	\$275
South Shore Hospital	\$275
Steward Carney Hospital	\$275
Steward Good Samaritan Medical Center	\$275
Steward Holy Family Hospital	\$275
Steward Holy Family Hospital at Merrimack Valley	\$275
Steward Morton Hospital and Medical Center	\$275
Steward Norwood Hospital	\$275
Steward Saint Anne’s Hospital	\$275
Steward St. Elizabeth’s Medical Center	\$275
Tufts Medical Center	\$275
Winchester Hospital	\$275

Please note that the status and *Copayment* levels of our network of *Providers* listed above are in effect as of July 1, 2022. For the most up-to-date status, please contact *Member Services* at 800-870-9488.

## ***Spirit Plan Inpatient Hospital Copayment List, (continued)***

### **Central Massachusetts**

<b><i>Hospital Name</i></b>	<b><i>Inpatient Copayment</i></b>
Athol Memorial Hospital	\$500
Heywood Hospital	\$500
Milford Regional Medical Center	\$500
Saint Vincent Hospital	\$275
Steward Nashoba Valley Medical Center	\$275
UMass Memorial - Harrington	\$500

### **Western Massachusetts**

<b><i>Hospital Name</i></b>	<b><i>Inpatient Copayment</i></b>
Baystate Franklin Medical Center	\$275
Baystate Medical Center	\$275
Baystate Noble Hospital	\$275
Baystate Wing Hospital	\$275
Berkshire Medical Center	\$275
Fairview Hospital	\$275
Holyoke Medical Center	\$500
Mercy Medical Center	\$275

Please note that the status and *Copayment* levels of our network of *Providers* listed above are in effect as of July 1, 2022. For the most up-to-date status, please contact *Member Services* at 800-870-9488.

# Prescription Drug Plan

*Administered by*



**EXPRESS SCRIPTS®**

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**For questions about any of the information in the Prescription Drug Plan section of this  
*Member Handbook*, please contact Express Scripts at 855-283-7679.**

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## **GIC's Pharmacy Benefit**

GIC's prescription drug benefits are administered through Express Scripts.

For questions about any of the information in this section, please contact Express Scripts at 855-283-7679.

Express Scripts is the pharmacy benefit manager for your prescription drug benefit plan. The Express Scripts pharmacy network includes major chain pharmacies nationwide, many independent pharmacies, a mail order pharmacy and a specialty drug pharmacy.

If you have any questions about your prescription drug benefits, contact Express Scripts MemberServices toll free at 855-283-7679.

### **About Your Plan**

Prescription medications are covered by the plan only if they have been approved by the U.S. Food and Drug Administration (FDA). In addition, with the exception of the over-the-counter versions of preventive drugs, medications are covered only if a prescription is required for their dispensing. Diabetes supplies and insulin are also covered by the plan.

The plan categorizes medications into seven major categories:

### **Generic Drugs**

Generic versions of brand medications contain the same active ingredients as their brand counterparts, thus offering the same clinical value. The FDA requires generic drugs to be just as strong, pure, and stable as brand-name drugs. They must also be of the same quality and manufactured to the same rigorous standards. These requirements help to assure that generic drugs are as safe and effective as brand-name drugs.

### **Maintenance Drug**

A maintenance drug is a medication taken on a regular basis for chronic conditions such as asthma, diabetes, high blood pressure or high cholesterol.

### **Non-Preferred Brand-Name Drug**

A non-preferred drug is a medication that usually has an alternative, therapeutically equivalent drug available on the formulary.

### **Preferred Brand-Name Drug**

A preferred brand-name drug, also known as a formulary drug, is a medication that has been reviewed and approved by a group of physicians and pharmacists and has been selected by Express Scripts for formulary inclusion based on its proven clinical and cost effectiveness.

### **Preventive Drugs**

Preventive drugs consist primarily of drugs recommended for coverage by the U.S. Preventive Services Task Force, and as specified by the federal Patient Protection and Affordable Care Act.

See "Preventive Drugs" listed below for more information.

### **Specialty Drugs**

Specialty drugs are usually injectable and non-injectable biotech or biological drugs with one or more of several key characteristics, including:

- Potential for frequent dosing adjustments and intensive clinical monitoring
- Need for intensive patient training and compliance for effective treatment
- Limited or exclusive product distribution
- Specialized product handling and/or administration requirements

### **Over-the-Counter (OTC) Drugs**

Over-the-counter drugs are medications that do not require a prescription. Your plan does not provide benefits for OTC drugs, with the exception of preventive drugs (all of which are covered only if dispensed with a written prescription).

### **Copayments and Deductible**

One of the ways your plan maintains coverage of quality, cost-effective medications is a multi-tier copayment pharmacy benefit: Tier 1 (generic drugs), Tier 2 (preferred brand-name drugs), Tier 3 (non-preferred brand-name drugs), or drugs which require no copayments. The following shows your deductible and copayment based on the type of prescription you fill and where you get it filled.

### **Deductible for Prescription Drugs**

Deductible (fiscal year July 1 through June 30)

- For individual coverage:  
**\$100 for one person**
- For family coverage:  
**\$200 for the entire family**

No more than \$100 per person will be applied to the family deductible. Multiple family members can satisfy the family deductible.

### **Copayments for Prescription Drugs**

Participating Retail pharmacy up to 30-day supply and Mail Order or CVS Pharmacy up to a 90-day supply:

#### **Tier 1 – Generic Drugs**

30-day supply: \$10  
90-day supply: \$25

#### **Tier 2 – Preferred Brand-Name Drugs**

30-day supply: \$30  
90-day supply: \$75

#### **Tier 3 – Non-Preferred Brand-Name Drugs**

30-day supply: \$65  
90-day supply: \$165

### **Other**

\$0 member cost (deductible does not apply)

- Orally-administered anti-cancer drugs
- Generic drugs to treat opioid use disorder (generic buprenorphine-naloxone, naloxone, and naltrexone products)
- Preventive drugs: Refer to the “Preventive Drugs” section below for detailed information

**Specialty Drugs: Specialty drugs must be filled only through Accredo, a specialty pharmacy.**

#### **Specialty Drugs: Tier 1**

\$10 per 30-day supply

#### **Specialty Drugs: Tier 2**

\$30 per 30-day supply

#### **Specialty Drugs: Tier 3**

\$65 per 30-day supply

### **Orally-administered anti-cancer specialty drugs**

\$0 per 30-day supply

*Specialty medications may be dispensed up to a 30-day supply; some exceptions may apply.*

### **Copayments for ADHD Medications**

May be filled through mail order or any network pharmacy. Limited to a 60-day supply per state statute:

**Tier 1:** 60-day supply: \$20  
**Tier 2:** 60-day supply: \$60  
**Tier 3:** 60-day supply: \$130

### **Out-of-Pocket Limit**

This plan has an out-of-pocket limit that is combined with your medical and behavioral health out-of-pocket limit. Deductibles and copayments you pay for prescription drugs during the year count toward this limit. Once you reach the limit, your prescription drugs are covered at 100%. Payments for a brand drug when there is an exact generic equivalent and for drugs not covered by the plan do not count toward the out-of-pocket limit.

<b>Individual</b>	\$5,000
<b>Family</b>	\$10,000

### **How to Use the Plan**

After you first enroll in the plan, Express Scripts will send you a welcome packet and Express Scripts Prescription Card(s). Your Prescription Card(s) will be mailed to you with ID cards for you and your dependents (if any) along with a mail order form.

Show your new Prescription Card to your pharmacy so they can correctly process your prescription drug benefits.

Register at [express-scripts.com](http://express-scripts.com). As a registered user, you can check drug costs, order mail order refills, and review your prescription drug history. You can access this site 24 hours a day.

## **Filling Your Prescription**

You may fill your prescriptions for non-specialty drugs at any participating retail pharmacy, or through mail order from the Express Scripts Pharmacy<sup>SM</sup>.

Prescriptions for specialty drugs must be filled as described in the “Accredo, an Express Scripts Specialty Pharmacy” subsection.

To obtain benefits at a retail pharmacy, you must fill your prescription at a participating pharmacy using your Express Scripts Prescription Card, with the exception of the limited circumstances detailed in the “Claim Forms” subsection.

## **Filling Your Prescriptions at a Participating Retail Pharmacy**

The retail pharmacy is your most convenient option when you are filling a prescription for a short-term prescription that you need immediately (for example, antibiotics for strep throat or painkillers for an injury). Simply present your Express Scripts Prescription Card to your pharmacist, along with your written prescription, and pay the required copayment.

*Prescriptions filled at a non-participating retail pharmacy are not covered.*

You can locate the nearest participating retail pharmacy anytime online after registering at [express-scripts.com](http://express-scripts.com) or by calling toll free at 855-283-7679.

If you do not have your Prescription Card the pharmacist can also verify eligibility by contacting the Express Scripts Pharmacy Help Desk at 800-922-1557; TDD: 800-922-1557.

## **Maintenance Medications – Up to 30 Days**

After you fill two 30-day supplies of a maintenance medication at a retail pharmacy, you will receive a letter from Express Scripts explaining how you may convert your prescription to a 90-day supply to be filled either through mail order or at a CVS Pharmacy.

You will receive coverage for additional fills of that medication only if you convert your prescription to a 90-day supply to be filled either through mail order or at a CVS Pharmacy, or if you inform Express Scripts that you instead prefer to continue to receive

30-day supplies at a participating retail pharmacy. Exceptions for this policy do apply to ADHD medications. Per state statute, prescriptions are limited to a 60-day supply.

Express Scripts will assist you in transitioning your maintenance prescription to either mail order or a CVS Pharmacy location.

## **Maintenance Medications – Up to 90 Days**

*Filling 90-day Prescriptions Through the Express Scripts Pharmacy or CVS Pharmacy*

You have the choice and convenience of filling maintenance prescriptions for up to a 90-day supply at the mail order copayment, either through the Express Scripts Pharmacy or at a CVS Pharmacy.

**The Express Scripts Pharmacy** is a convenient option for prescription drugs that you take on a regular basis for conditions such as asthma, diabetes, high blood pressure and high cholesterol. Your prescriptions are filled and conveniently sent to you in a plain, weather-resistant pouch for privacy and protection. They are delivered directly to your home or to another location that you prefer.

**CVS Pharmacy** is another option for getting your 90-day maintenance medications for the same copayment amount as mail order. Prescriptions can be filled at a CVS Pharmacy location across the country.

## **Convenient for You**

You get up to a 90-day supply of your maintenance medications – which means fewer refills and fewer visits to your pharmacy, as well as lower copayments. Once you begin using mail order, you can order refills online or by phone, or you can use your local CVS Pharmacy.

## **Using Mail Order from the Express Scripts Pharmacy**

To begin using mail order for your prescriptions, just follow these three simple steps:

1. Ask your physician to write a prescription for up to a 90-day supply of your maintenance medication plus refills for up to one year, if appropriate. (Remember also to ask for a second prescription for an initial 30-day supply and take it to your local participating retail pharmacy.)
2. Complete a mail order form (contained in your Welcome Kit or found online after registering at [express-scripts.com](http://express-scripts.com)). Or call Express Scripts Member Services toll free at 855-283-7679 to request the form.
3. Put your prescription and completed order form into the return envelope (provided with the order form) and mail it to the Express Scripts Pharmacy.

Please allow 7-10 business days for delivery from the time your order is mailed. A pharmacist is available 24 hours a day to answer your questions about your medication.

If the Express Scripts Pharmacy is unable to fill a prescription because of a shortage of the medication, you will be notified of the delay in filling the prescription. You may then fill the prescription at a retail pharmacy, but the retail pharmacy copayment will apply.

## **Accredo, an Express Scripts Specialty Pharmacy**

Accredo is a full-service specialty pharmacy that provides personalized care to each patient and serves a wide range of patient populations, including those with hemophilia, hepatitis, cancer, multiple sclerosis and rheumatoid arthritis.

You will be required to fill your specialty medications at Accredo. This means that your prescriptions can be sent to your home or your doctor's office.

Specialty medications may be filled only at a maximum of a 30-day supply; some exceptions may apply. Many specialty medications are subject to a clinical review by Express Scripts to ensure the medications are being prescribed appropriately.

Accredo offers a complete range of services and specialty drugs. Your specialty drugs are quickly delivered to any approved location, at no additional charge. We ship to all 50 states using one of our preferred expedited carriers. We can also ship to a variety of alternate addresses, including physician's offices or to another family member's address. We do not ship to P.O. Boxes.

You have toll-free access to expert clinical staff who are available to answer all of your specialty drug questions. Accredo will provide you with ongoing refill reminders before you run out of your medications.

To begin receiving your specialty drugs through Accredo, call toll free at 855-667-8678.

## **Accredo Pharmacy Services**

- Patient Counseling** – Convenient access to pharmacists and nurses who are specialty medication experts
- Patient Education** – Educational materials
- Convenient Delivery** – Coordinated delivery to your home, your doctor's office, or other approved location
- Refill Reminders** – Ongoing refill reminders from Accredo
- Language Assistance** – Language-interpreting services are provided for non-English speaking patients

## **Claim Forms**

Retail purchases out of the country, or purchases at a participating retail pharmacy without the use of your Express Scripts Prescription Card, are covered as follows:

## **Claims Reimbursement**

Type of Claim

- Claims for purchases at a participating (in-network) pharmacy without an Express Scripts Prescription Card.

Claims incurred within 30 days of the member's eligibility effective date will be covered at full cost, less the applicable copayment.

-or-

Claims incurred more than 30 days after the member's eligibility effective date will be reimbursed at a discounted cost, less the applicable copayment.

Claim forms are available to registered users on [express-scripts.com](http://express-scripts.com) or by calling 855-283-7679.

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## **Other Plan Provisions**

### **Preventive Drugs**

Coverage will be provided for the following drugs:<sup>1</sup>

#### **Aspirin**

Generic OTC aspirin ≤ 325mg when prescribed for adults less than 70 years of age for the prevention of heart attack or stroke and to help prevent illness and death from preeclampsia for females who are at high risk for the condition.

#### **Bowel preparation medications**

Generic (Rx and OTC) products for adults ages 45 to 75 years old. Limited to 2 prescriptions at \$0 copay each year.

#### **Contraceptives**

Generic and brand versions of contraceptive drugs and devices, and OTC contraceptive products, when prescribed for women less than 50 years old. Per state statute, some oral contraceptives can be dispensed up to a 3-month supply for the first fill and up to a 12-month supply for subsequent fills.

#### **Folic acid supplements**

Generic OTC and Rx versions (0.4mg – 0.8mg strengths only) when prescribed for women under the age of 51.

#### **HIV Pre-Exposure Prophylaxis (PrEP)**

Generic only (Brand Truvada covered only until generic becomes available). No age restriction. No copayment.

<sup>1</sup> This list is subject to change during the year. Call Express Scripts toll free at 855-283-7679 to check if your drugs are included in the program.

### **Immunization vaccines**

Generic or brand versions prescribed for children or adults.

### **Oral fluoride supplements**

Generic and brand supplements prescribed for children 6 months through five years of age for the prevention of dental caries.

### **Breast cancer**

Generic prescriptions for raloxifene or tamoxifen are covered for the primary prevention of breast cancer for females who are at increased risk, age 35 years and older.

### **Tobacco cessation**

All FDA-approved smoking cessation products prescribed for adults, age 18 and older.

### **Statins**

Generic-only, single-entity, low-to-moderate dose statin agents for adults 40 to 75 years old.

Call Express Scripts at 855-283-7679 for additional coverage information on specific preventive drugs.

### **Brand-Name Drugs with Exact Generic Equivalents**

The plan encourages the use of generic drugs. There are many brand-name drugs, such as Lipitor®, Ambien® and Fosamax®, for which exact generic equivalents are available. If you fill a prescription for a brand-name medication for which there is an exact generic equivalent, the standard brand copayment will not apply. Instead, you will be responsible for the full difference in price between the brand-name drug and the generic drug, plus the generic copayment. This amount does not count towards the out-of-pocket limit. Exceptions to this provision may apply to certain brand-name preventive drugs. Contact Express Scripts for additional information.

## **Prescription Drugs with Over-the-Counter (OTC) Equivalents**

Some prescription drugs have over-the-counter (OTC) equivalent products available. These OTC products have strengths, active chemical ingredients, routes of administration and dosage forms identical to the prescription drug products.

Your plan does not provide benefits for prescription drugs with OTC equivalents. This provision is not applicable to preventive drugs.

Some prescription drugs also have OTC product alternatives available. These OTC products, though not identical, are very similar to the prescription drugs.

## **Prior Authorization**

Some drugs in your plan require prior authorization. Prior authorization ensures that you are receiving the appropriate drug for the treatment of a specific condition, in quantities approved by the FDA. For select drugs, prior authorization also includes a medical necessity review that ensures the use of less expensive first-line formulary prescription drugs before the plan will pay for more expensive prescription drugs. First-line formulary prescription drugs are safe and effective medications used for the treatment of medical conditions or diseases.

If a drug that you take requires prior authorization, your physician will need to contact Express Scripts to see if the prescription meets the plan's conditions for coverage. If you are prescribed a drug that requires prior authorization, your physician should call Express Scripts at 800-417-1764.

## **Current Examples of Drugs Requiring Prior Authorization for Specific Conditions<sup>2</sup>**

### **Topical Acne products**

Tazorac<sup>®</sup> 0.05% and 0.1% cream, gel; Fabior 0.1% foam; (Retin-A<sup>®</sup>, Retin-A<sup>®</sup> Micro<sup>®</sup>; Avita<sup>®</sup>; Tretin-X<sup>™</sup>; Atralin<sup>™</sup> gel; other generic topical tretinoin products) and Clindamycin Phosphate 1.2% and Tretinoin 0.025% gel (Ziana<sup>®</sup>; Veltin<sup>™</sup>)

<sup>2</sup> This list is not all-inclusive and is subject to change during the year. Call Express Scripts toll free at 855-283-7679 to check if your drugs are included in the program.

## **Testosterone – Topical**

Androderm, AndroGel, Axiron, Fortesta, Natesto, Striant, Testim, Vogelxo

## **Testosterone - Injectable**

Aveed<sup>®</sup>, Depo<sup>®</sup> - Testosterone [testosterone cypionate injection, generics], Delatestryl<sup>®</sup>, Xyosted<sup>®</sup> [testosterone enanthate injection, generics], Testopel<sup>®</sup> [testosterone pellet]

## **Glaucoma: Ophthalmic Prostaglandin**

Lumigan, Xalatan [Generics], Travatan, Travatan Z, Zioptan

## **Compounded - Select medications**

A compounded medication is one that is made by combining, mixing or altering ingredients, in response to a prescription, to create a customized medication that is not otherwise commercially available.

## **Diabetes GLP-1 agonists**

Adlyxin, Byetta<sup>®</sup>, Bydureon<sup>®</sup>/ BCISE, Ozempic, Rybelsus, Tanzeum Trulicity<sup>®</sup>, Victoza<sup>®</sup>, Incretin Mimetics

## **Rosacea**

Mirvaso<sup>®</sup>, Rhofade<sup>™</sup> cream

## **Nutritional Supplements**

Nonprescription enteral formulas for home use for which a physician has issued a written order and which are medically necessary 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.

## **Pain**

Fentanyl Transmucosal Drugs (Abstral<sup>®</sup>, Actiq<sup>®</sup>, Fentora<sup>®</sup>, Lazanda<sup>®</sup>, Subsys<sup>®</sup>) Lidoderm<sup>®</sup>, Ztlido

## **Weight Management**

Adipex (phentermine), Bontril (phendimetrazine), Contrave (bupropion; naltrexone), Didrex [benzphetamine], Sanorex (mazindol), Suprenza [phentermine], Tenuate (diethylpropion), Xenical (orlistat), Belviq, Qsymia, Saxenda, Wegovy

## **Dry Eyes**

Cequa, Restasis®, Xildra®

## **Current Examples of Top Drug Classes that May require Prior Authorization for Medical Necessity**

Dermatological Agents  
Diabetic Supplies  
Epinephrine Auto-Injector Systems  
Erectile Dysfunction Oral Agents  
Erythropoiesis - Stimulating Agents  
Glaucoma  
Growth Hormones  
Hepatitis C Agents  
Insulins  
Nasal Steroids  
Ophthalmic Agents  
Opioid Analgesics  
Osteoarthritis - Hyaluronic Acid Derivatives  
Osteoporosis Therapy  
Proton Pump Inhibitors

**Select drugs** within these classes require prior authorization for medical necessity to ensure formulary alternative(s) within the class have been tried. If you are a registered user on [express-scripts.com](http://express-scripts.com), refer to the National Preferred Formulary or call Express Scripts toll free at 855-283-7679 for additional information.

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## **Quantity Dispensing Limits**

To promote member safety and appropriate and cost-effective use of medications, your prescription plan includes a drug quantity management program. This means that for certain prescription drugs, there are limits on the quantity of the drug that you may receive at one time.

Quantity per dispensing limits are based on the following:

- FDA-approved product labeling
- Common usage for episodic or intermittent treatment
- Nationally accepted clinical practice guidelines
- Peer-reviewed medical literature
- As otherwise determined by the plan

Examples of drugs with quantity limits currently include Cialis®, Imitrex®, and lidocaine ointment.

## **Drug Utilization Review Program**

Each prescription drug purchased through this plan is subject to utilization review. This process evaluates the prescribed drug to determine if any of the following conditions exist:

- Adverse drug-to-drug interaction with another drug purchased through the plan;
- Duplicate prescriptions;
- Inappropriate dosage and quantity; or
- Too-early refill of a prescription.

If any of the above conditions exist, medical necessity must be determined before the prescription drug can be filled.

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## **Exclusions**

Benefits exclude:<sup>3</sup>

- Dental preparations (e.g., topical fluoride, Arestin®), with the exception of oral fluoride
- Over-the-counter drugs, vitamins or minerals (with the exception of diabetic supplies and preventive drugs)
- Homeopathic drugs
- Prescription products for cosmetic purposes such as photo-aged skin products and skin depigmentation products
- Medications in unit dose packaging
- Impotence medications for members under the age of 18
- Injectable allergens
- Hair growth agents
- Special medical formulas and medical food products, except as required by state law
- Compounded medications-some exclusions apply-examples include: bulk powders, bulk chemicals, and proprietary bases used in compounded medications
- Drugs administered intrathecally, by or under the direction of health care professionals and recommended to be administered under sedation

<sup>3</sup> This list is subject to change during the year. Call Express Scripts toll free at 855-283-7679 to check if your drugs are included in the program.

## **Definitions**

**Brand-Name Drug** – The brand name is the trade name under which the product is advertised and sold, and during a period of patent protection it can only be produced by one manufacturer. Once a patent expires, other companies may manufacture a generic equivalent, providing they follow stringent FDA regulations for safety.

**Compounded Medication** – A compounded medication is one that is made by combining, mixing or altering ingredients, in response to a prescription, to create a customized medication that is not otherwise commercially available. At least one of the ingredients must be a medication that can only be dispensed with a written prescription.

**Copayment** – A copayment is the amount that members pay for covered prescriptions. If the plan's contracted cost for a medication is less than the applicable copayment, the member pays only the lesser amount.

**Deductible** – A deductible is the dollar amount you must pay during a plan year before the copayments for covered prescriptions apply.

**Diabetes Supplies** – Diabetic supplies include needles, syringes, test strips, lancets and blood glucose monitors.

**FDA** – The U.S. Food and Drug Administration.

**Formulary** – A formulary is a list of recommended prescription medications that is created, reviewed and continually updated by a team of physicians and pharmacists. The Express Scripts National Preferred Formulary contains a wide range of generic and preferred brand-name products that have been approved by the FDA. The formulary applies to medications that are dispensed in either the retail pharmacy or mail-order settings. The formulary is developed and maintained by Express Scripts. Formulary designations may change as new clinical information becomes available.

**Generic Drugs** – Generic versions of brand medications contain the same active ingredients as their brand counterparts, thus offering the same clinical value. The FDA requires generic drugs to be just as strong, pure and stable as brand-name drugs. They must also be of the same quality and manufactured to the same rigorous standards. These requirements assure that generic drugs are as safe and effective as brand-name drugs.

**Maintenance Drug** – A maintenance drug is a medication taken on a regular basis for conditions such as asthma, diabetes, high blood pressure or high cholesterol.

**Non-Preferred Drug** – A non-preferred drug is a medication that has been reviewed by Express Scripts, which determined that an alternative drug that is clinically equivalent and more cost-effective may be available.

**Out-of-Pocket Limit** – The out-of-pocket limit is the most you could pay in copayments during the year for prescription drugs that are covered by Express Scripts. Once you reach this limit, you will have no more copayments for covered drugs. Payments for a brand drug when there is an exact generic equivalent and for drugs not covered by the plan do not count toward the out-of-pocket limit.

**Over-the-Counter (OTC) Drugs** – Over-the-counter drugs are medications that do not require a prescription. Your plan does not provide benefits for OTC drugs, with the exception of preventive drugs (all of which are covered only if dispensed with a written prescription).

**Participating Pharmacy** – A participating pharmacy is a pharmacy in the Express Scripts nationwide network. All major pharmacy chains and most independently owned pharmacies participate.

**Preferred Brand-Name Drug** – A preferred brand-name drug, also known as a formulary drug, is a medication that has been reviewed and approved by a group of physicians and pharmacists, and has been selected by Express Scripts for formulary inclusion based on its proven clinical and cost effectiveness.

**Prescription Drug** – A prescription drug means any and all drugs which, under federal law, are required, prior to being dispensed or delivered, to be labeled with the statement “Caution: Federal Law prohibits dispensing without prescription,” or a drug which is required by any applicable federal or state law or regulation to be dispensed pursuant only to a prescription drug order.

**Preventive Drugs** – Preventive drugs consist primarily of drugs recommended for coverage by the U.S. Preventive Services Task Force, and as specified by the federal Patient Protection and Affordable Care Act.

**Prior Authorization** – Prior authorization means determination that a drug is appropriate for treatment of a specific condition. It may also mean determination of medical necessity. It is required before prescriptions for certain drugs will be paid for by the plan.

**Special Medical Formulas or Food Products** – Special medical formulas or food products means nonprescription enteral formulas for home use for which a physician has issued a written order and which are medically necessary 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. These products require prior authorization to determine medical necessity.

To access the benefit for special medical formulas or food products, call the Group Insurance Commission at 617-727-2310.

**Specialty Drugs** – Specialty drugs are usually injectable and non-injectable biotech or biological drugs with one or more of several key characteristics, including:

- Requirement for frequent dosing adjustments and intensive clinical monitoring
- Need for intensive patient training and compliance for effective treatment
- Limited or exclusive product distribution
- Specialized product handling and/or administration requirements

## **Member Appeals**

Express Scripts has processes to address:

- Inquiries concerning your drug coverage
- Appeals:
  - Internal Member Appeals
  - Expedited Appeals
  - External Review Appeals

All appeals should be sent to Express Scripts at the following address:

Complete the form and fax it to 877.328.9660 or mail to:

Express Scripts  
Attn: Benefit Coverage Review Department  
P.O. Box 66587  
St Louis, MO 63166-6587

All calls should be directed to Express Scripts Member Services at 855-283-7679.

To request an initial administrative coverage review, the member or his or her representative must submit the request in writing using a Benefit Coverage Request Form, which can be obtained by calling the Member Services phone number on the back of the prescription card.

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## **Internal Inquiry**

Call Express Scripts Member Services to discuss concerns you may have regarding your prescription drug coverage. Every effort will be made to resolve your concerns. If your concerns cannot be resolved or if you tell a Member Services representative you are not satisfied with the response you have received, Member Services will notify you of any options you may have, including the right to have your inquiry processed as an appeal. Member Services will also provide you with the steps you and your doctor must follow to submit an appeal.

## **Internal Member Appeals**

Requests for coverage that were denied as specifically excluded in this member handbook or for coverage that was denied based on medical necessity determinations are reviewed as appeals through the Express Scripts Internal Appeals Process. You may file an appeal request yourself or you may designate someone to act on your behalf in writing. You have 180 days from the date you were notified of the denial of benefit coverage or prescription drug claim payment to file your appeal. To request an initial administrative coverage review, the member or his or her representative must submit the request in writing using a Benefit Coverage Request Form, which can be obtained by calling the Customer Service phone number on the back of the prescription card.

1. You must submit a written appeal to the address listed above. Your letter should include:
  - Your complete name and address;
  - Your Express Scripts ID number;
  - Your date of birth;
  - A detailed description of your concern, including the drug name(s) being requested; and
  - Copies of any supporting documentation, records or other information relating to the request for appeal
2. The Express Scripts Appeals Department will review appeals concerning specific prescription drug benefit provisions, plan rules, and exclusions and make determinations. If you are not satisfied with an Appeals Department denial related to a plan rule or exclusion (i.e., non-medical necessity appeal), you may have the right to request an independent External Review of the decision (refer to "External Review Appeals" for details on this process).

For denials related to a medical necessity determination, you have the right to an additional review by Express Scripts. Express Scripts will request this review from an independent practitioner in the same or in a similar specialty that typically manages the medical condition for which the prescription drug has been prescribed. If the second review is an adverse determination, you have the right to request an External Review of this decision (refer to "External Review Appeals" for details on this process).

3. For an appeal on a prescription drug that has not been dispensed, an Appeals Analyst will notify you in writing of the decision within no more than fifteen calendar days of the receipt of an appeal. For an appeal on a prescription drug already dispensed, an Appeals Analyst will notify you in writing of the decision within no more than thirty calendar days of the receipt of an appeal.

A copy of the decision letter will be sent to you and your physician. A determination of denial will set forth:

- Express Scripts understanding of the request;
- The reason(s) for the denial;
- Reference to the contract provisions on which the denial is based; and
- A clinical rationale for the denial, if the appeal involves a medical necessity determination.

Express Scripts maintains records of each inquiry made by a member or by that member's designated representative.

Express Scripts recognizes that there are circumstances that require a quicker turnaround than allotted for the standard Appeals Process. Express Scripts will expedite an appeal when a delay in treatment would seriously jeopardize your life and health or jeopardize your ability to regain maximum function. If your request does not meet the guidelines for an expedited appeal, Express Scripts will explain your right to use the standard appeals process.

If your request meets the guidelines for an expedited appeal, it will be reviewed by a practitioner in the same or in a similar specialty that typically manages the medical condition for which the prescription drug has been prescribed. Express Scripts will notify you of its decision by telephone no later than 72 hours after Express Scripts' receipt of the request.

If the patient or provider believes the patient's situation is urgent, the provider must request the expedited review by phone at 800-753-2851.

## **External Review Appeals**

In most cases, if you do not agree with the Appeals decision, you or your authorized representative have the right to request an independent, external review of the decision.

Should you choose to do so, send your request within four months of your receipt of the written notice of the denial of your appeal to:

To submit an external review, the request must be mailed or faxed to MCMC, LLC, an independent third-party utilization management company, at:

MCMC LLC  
Attn: Express Scripts Appeal Program  
300 Crown Colony Drive, Suite 203  
Quincy, MA 02169-0929  
617-375-7700, ext. 28253  
617-375-7683

In some cases, members may have the right to an expedited external review. An expedited external review may be appropriate in urgent situations.

Generally, an urgent situation is one in which your health may be in serious jeopardy, or, in the opinion of your physician, you may experience pain that cannot be adequately controlled while you wait for a decision on your appeal. The request must be received within 4 months of the date of the final internal adverse benefit determination (If the date that is 4 months from that date is a Saturday, Sunday or holiday, the deadline will be the next business day. For urgent external appeals urgent external review, the IRO will review the claim within 72 hours from receipt of the request and will send the claimant written notice of its decision.

If you request an external review, an independent organization will review the decision and provide you with a written determination. If this organization decides to overturn the Appeals decision, the service or supply will be covered under the plan.

If you have questions or need help submitting an appeal, please call Customer Care for assistance at 855-283-7679.

### **Health and Prescription Information**

GIC authorizes health and prescription information about members be used by Express Scripts to administer benefits. As part of the administration, Express Scripts may report health and prescription information to the administrator or sponsor of the benefit plan. Express Scripts also uses that information and prescription data gathered from claims nationwide for reporting and analysis without identifying individual members.

# *Group Insurance Commission* Notices



P.O. Box 556, Randolph, MA 02368

## GROUP HEALTH CONTINUATION COVERAGE UNDER COBRA ELECTION NOTICE AND APPLICATION

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 continuation 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 556, Randolph, MA 02368 or by hand delivery to the GIC, 1 Ashburton Place, Suite 1619. If you do not submit a completed election form by this deadline, you will lose your right to elect COBRA coverage.

### WHAT IS COBRA CONTINUATION COVERAGE?

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 continuation coverage ("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.

This notice explains your COBRA rights and what you need to do to protect your right to receive it. If you have questions about COBRA coverage, contact the GIC's Public Information Unit at 617-727-2310 or write to the Unit at P.O. Box 556, Randolph, MA 02368. 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) for more general information about COBRA.

### WHO IS ELIGIBLE FOR COBRA CONTINUATION 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.

**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;
- Your spouse's hours of employment with the Commonwealth or participating municipality 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);
- The employee-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 CONTINUATION 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 continuation coverage due to employment termination or reduction in hours, your family members' COBRA continuation 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.** For more information about extending the length of COBRA continuation coverage, visit <https://www.dol.gov/sites/dolgov/files/EBSA/about-ebbsa/our-activities/resource-center/publications/an-employees-guide-to-health-benefits-under-cobra.pdf>.

**COBRA continuation 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.

#### **HOW AND WHEN DO I ELECT COBRA CONTINUATION 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 continuation 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), even if the plan generally does not, accept late enrollees, if you request enrollment within 30 days after your GIC coverage ends. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you. **Your special enrollment period will end 60 days from the loss of GIC insurance coverage and you may be unable to enroll in other plans; therefore, you should take action right away.**

#### **HOW MUCH DOES COBRA CONTINUATION 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 CONTINUATION 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. You may choose to submit the first payment with your application. If not, you will be billed.**

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, you may purchase health insurance through the Commonwealth's Health Connector Authority or through the Health Insurance Marketplace in other states (see [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596). In the Marketplace or Connector, you could be eligible for a tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. The GIC has no involvement in conversion programs and only very limited involvement in the 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. If you end COBRA coverage early or choose other coverage instead of COBRA, you cannot later switch to COBRA coverage. The Massachusetts Health Connector's website is: <https://www.mahealthconnector.org>. Also, you may be able to determine if you or your dependents qualify for MassHealth through the Connector's website.

You may be eligible to enroll in coverage under another group health plan (like a spouse's plan), if you request enrollment within 30 days of the loss of coverage. If you or your dependent chooses to elect COBRA continuation coverage instead of enrolling in another group health plan, you'll have another opportunity to enroll in the other group health plan within 30 days of losing your COBRA continuation coverage. You may want to think about the following when considering different options: What will each premium cost? What are the provider networks and is my doctor in network? What is on the drug formulary for each plan and will my medications be covered? What is the service area of each plan? What will my cost-sharing obligations be? You should consider what your copayments, co-insurance, deductibles, and other amounts will be under each plan.

## YOUR COBRA CONTINUATION 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 continuation 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 556, Randolph, MA 02368.***

If you have questions about COBRA continuation coverage, contact the GIC's Public Information Unit at 617-727-2310, or write to the Unit at P.O. Box 556, Randolph, MA 02368. 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, <https://www.mahealthconnector.org>.

2022.1-GIC-COBRA-ELECTION

## **Important Notice from the Group Insurance Commission (GIC) About 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.

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**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.**  
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**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 CVS Caremark *Plan*. If you are disenrolled from CVS Caremark, 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).

## **Notice of Group Insurance Commission Privacy Practices**

**Effective July 1, 2022**

### **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 and security 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 <http://www.mass.gov/gic>.

### **REQUIRED AND PERMITTED USE AND DISCLOSURES**

We typically use or share your health information in the following ways:

#### **Run Our Organization:**

- We can use and disclose your information to run our organization and contact you when necessary.
- To operate our programs that include evaluating the quality of health care services you receive and performing analyses to reduce health care costs and improve our health plans performance.
- Arrange for legal and auditing services including fraud and abuse protection.

#### **Pay For Your Health Services:**

We can use and disclose your health information as we pay for your health services, administrative fees for health care, and determining eligibility for health benefits.

#### **Provide You With Information On Health-Related Programs Or Products:**

This might be information regarding alternative medical treatments or programs or about other health-related services and products.

#### **How Else Can We Use Or Share Your Health Information?**

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

#### **Help with public health and safety issues:**

We can share health information about you for certain situations such as:

Preventing disease; Helping with product recalls; Reporting adverse reactions to medications; Preventing or reducing a serious threat to anyone's health or safety.

#### **Do research:**

We can use or share your information for health research.

#### **Comply with the law:**

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law;
- Address workers' compensation, law enforcement, and other government requests;
- For law enforcement purposes or with a law enforcement official;
- With health oversight agencies for activities authorized by law;
- Respond to lawsuits and legal actions;
- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### **The GIC May Also Use And Share Your Health Information As Follows:**

- to resolve complaints or inquiries made by you or on your behalf (such as an appeal);
- to enable business associates that perform functions on our behalf or provide services if the information is necessary for such functions or service. 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 notice of unauthorized acquisition, access, or disclosure of your health information;
- to verify agency and plan performance (such as audit);
- to communicate with you about your GIC-sponsored benefits (such as your annual benefits statement); and
- to tell you about new or changed benefits and services or health care choices.

### **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.

**When It Comes To Your Health Information, You Have Certain Rights.** This section explains your rights and some of our responsibilities to help you.

You have the right to:

#### **Get a copy of your health and claims records:**

You can ask to see or get a copy of your health and claims records and other health information we have about you. 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). We will provide a copy or a summary of your health and claims records. We may charge a reasonable, cost-based fee.

#### **Ask us to correct our records:**

You can ask us to correct your health and claims records if you think they are incorrect or incomplete. You must ask for this in writing along with a reason for your request. We may say “no” to your request, but we’ll tell you why in writing within 60 days. If we deny your request, you may file a written statement of disagreement to be included with your information for future disclosures.

#### **Request confidential communications:**

You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will consider all reasonable requests and must say “yes” if you tell us you would be in danger if we do not.

#### **Ask us to limit what we use or share:**

You can ask us not to use or share certain health information for payment or our operations, and disclosures to family members or friends. You must ask for this in writing. We are not required to agree to your request, and in some cases, federal law does not permit a restriction.

#### **Get a list of those with whom we’ve shared information:**

You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make or was part of a limited data set for research).

#### **Get a copy of this privacy notice:**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. (An electronic version of this notice is on our website at [www.mass.gov/gic](http://www.mass.gov/gic).)

#### **Choose someone to act for you:**

If you have given someone power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

**Receive notification of any breach or your unsecured PHI.**

**File a complaint if you feel your rights are violated:**

You can complain if you feel we have violated your rights by writing to us at GIC Privacy Officer, P.O. Box 566, Randolph, MA 02368. Filing a complaint or exercising your rights will not affect your GIC benefits. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting <http://www.hhs.gov/ocr/privacy/hipaa/complaints/>. We will not retaliate against you for filing a complaint. To exercise any of the individual rights described in this notice, or if you need help understanding this notice, please call (617) 727-2310 or TTY for the deaf and hard of hearing at (617) 227-8583.

## 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 <https://webapps.dol.gov/elaws/vets/userra/mainmenu.asp>. 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.

2021.04-GIC-USERRA

## 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’re 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 programs. If you or your children aren’t eligible for Medicaid or CHIP, you won’t 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 aren’t 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 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, 2022. Contact your state for more information on eligibility –**

ALABAMA-Medicaid	CALIFORNIA-Medicaid
Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a> Phone: 1-855-692-5447	Website: Health Insurance Premium Payment (HIPP) Program <a href="http://dhcs.ca.gov/hipp">http://dhcs.ca.gov/hipp</a> Phone: 916-445-8322 Fax: 916-440-5676 Email: <a href="mailto:hipp@dhcs.ca.gov">hipp@dhcs.ca.gov</a>
ALASKA-Medicaid	COLORADO-Health First Colorado (Colorado’s Medicaid Program) & Child Health Plan Plus (CHP+)
The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx">http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx</a>	Health First Colorado Website: <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a> Health First Colorado Member Contact Center: 1-800-221-3943/ State Relay 711 CHP+: <a href="https://www.colorado.gov/pacific/hcpf/child-health-plan-plus">https://www.colorado.gov/pacific/hcpf/child-health-plan-plus</a> CHP+ Customer Service: 1-800-359-1991/ State Relay 711 Health Insurance Buy-In Program (HIBI): <a href="https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program">https://www.colorado.gov/pacific/hcpf/health-insurance-buy-program</a> HIBI Customer Service: 1-855-692-6442
ARKANSAS-Medicaid	FLORIDA-Medicaid
Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a> Phone: 1-855-MyARHIPP (855-692-7447)	Website: <a href="https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html">https://www.flmedicaidprecovery.com/flmedicaidprecovery.com/hipp/index.html</a> Phone: 1-877-357-3268

GEORGIA-Medicaid	MAINE-Medicaid
<p>A HIPP Website:  <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a>            Phone: 678-564-1162, Press 1            GA CHIPRA Website:  <a href="https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra">https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra</a>            Phone: (678) 564-1162, Press 2</p>	<p>Enrollment Website:  <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a>            Phone: 1-800-442-6003            TTY: Maine relay 711              Private Health Insurance Premium Webpage:  <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a>            Phone: -800-977-6740            TTY: Maine relay 711</p>
INDIANA-Medicaid	MASSACHUSETTS-Medicaid and CHIP
<p>Healthy Indiana Plan for low-income adults 19-64            Website:  <a href="http://www.in.gov/fssa/hip/">http://www.in.gov/fssa/hip/</a>            Phone: 1-877-438-4479            All other Medicaid            Website:  <a href="https://www.in.gov/medicaid/">https://www.in.gov/medicaid/</a>            Phone: 1-800-457-4584</p>	<p>Website: <a href="https://www.mass.gov/masshealth/pa">https://www.mass.gov/masshealth/pa</a>            Phone: 1-800-862-4840</p>
IOWA-Medicaid and CHIP (Hawki)	MINNESOTA-Medicaid
<p>Medicaid Website:  <a href="https://dhs.iowa.gov/ime/members">https://dhs.iowa.gov/ime/members</a>            Medicaid Phone: 1-800-338-8366            Hawki Website:  <a href="http://dhs.iowa.gov/Hawki">http://dhs.iowa.gov/Hawki</a>            Hawki Phone: 1-800-257-8563            HIPP Website:  <a href="https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp">https://dhs.iowa.gov/ime/members/medicaid-a-to-z/hipp</a>            HIPP Phone: 1-888-346-9562</p>	<p>Website:  <a href="https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp">https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/other-insurance.jsp</a>            Phone: 1-800-657-3739</p>
KANSAS-Medicaid	MISSOURI-Medicaid
<p>Website: <a href="https://www.kancare.ks.gov/">https://www.kancare.ks.gov/</a>            Phone: 1-800-792-4884</p>	<p>Website:  <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a>            Phone: 573-751-2005</p>
KENTUCKY-Medicaid	MONTANA-Medicaid
<p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx">https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</a>            Phone: 1-855-459-6328            Email: <a href="mailto:KIHIPPPROGRAM@ky.gov">KIHIPPPROGRAM@ky.gov</a>              KCHIP Website:  <a href="https://kidshealth.ky.gov/Pages/index.aspx">https://kidshealth.ky.gov/Pages/index.aspx</a>            Phone: 1-877-524-4718              Kentucky Medicaid Website: <a href="https://chfs.ky.gov">https://chfs.ky.gov</a></p>	<p>Website:  <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a>            Phone: 1-800-694-3084</p>
LOUISIANA-Medicaid	NEBRASKA-Medicaid
<p>Website: <a href="http://www.medicicaid.la.gov">www.medicicaid.la.gov</a> or <a href="http://www.ldh.la.gov/lahipp">www.ldh.la.gov/lahipp</a>            Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)</p>	<p>Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a>            Phone: 1-855-632-7633            Lincoln: 402-473-7000            Omaha: 402-595-1178</p>

<b>NEVADA-Medicaid</b>	<b>SOUTH CAROLINA-Medicaid</b>
Medicaid Website: <a href="http://dhcftp.nv.gov">http://dhcftp.nv.gov</a> Medicaid Phone: 1-800-992-0900	Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a> Phone: 1-888-549-0820
<b>NEW HAMPSHIRE-Medicaid</b>	<b>SOUTH DAKOTA-Medicaid</b>
Website: <a href="https://www.dhhs.nh.gov/oii/hipp.htm">https://www.dhhs.nh.gov/oii/hipp.htm</a> Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext 5218	Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a> Phone: 1-888-828-0059
<b>NEW JERSEY-Medicaid and CHIP</b>	<b>TEXAS-Medicaid</b>
Medicaid Website: <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a> Medicaid Phone: 609-631-2392 CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a> CHIP Phone: 1-800-701-0710	Website: <a href="http://gethipptexas.com/">http://gethipptexas.com/</a> Phone: 1-800-440-0493
<b>NEW YORK-Medicaid</b>	<b>UTAH-Medicaid and CHIP</b>
Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a> Phone: 1-800-541-2831	Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a> CHIP Website: <a href="http://health.utah.gov/chip">http://health.utah.gov/chip</a> Phone: 1-877-543-7669
<b>NORTH CAROLINA-Medicaid</b>	<b>VERMONT-Medicaid</b>
Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a> Phone: 919-855-4100	Website: <a href="http://www.greenmountaincare.org/">http://www.greenmountaincare.org/</a> Phone: 1-800-250-8427
<b>NORTH DAKOTA-Medicaid</b>	<b>VIRGINIA-Medicaid and CHIP</b>
Website: <a href="http://www.nd.gov/dhs/services/medicalserv/medicaid/">http://www.nd.gov/dhs/services/medicalserv/medicaid/</a> Phone: 1-844-854-4825	Website: <a href="https://www.coverva.org/en/famis-select">https://www.coverva.org/en/famis-select</a> <a href="https://www.coverva.org/en/hipp">https://www.coverva.org/en/hipp</a> Medicaid Phone: 1-800-432-5924 CHIP Phone: 1-800-432-5924
<b>OKLAHOMA-Medicaid and CHIP</b>	<b>WASHINGTON-Medicaid</b>
Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742	Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a> Phone: 1-800-562-3022
<b>OREGON-Medicaid</b>	<b>WEST VIRGINIA-Medicaid and CHIP</b>
Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a> <a href="http://www.oregonhealthcare.gov/index-es.html">http://www.oregonhealthcare.gov/index-es.html</a> Phone: 1-800-699-9075	Website: <a href="https://dhhr.wv.gov/bms/">https://dhhr.wv.gov/bms/</a> <a href="http://mywvhipp.com/">http://mywvhipp.com/</a> Medicaid Phone: 304-558-1700 CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
<b>PENNSYLVANIA-Medicaid</b>	<b>WISCONSIN-Medicaid and CHIP</b>
Website: <a href="https://www.dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx">https://www.dhs.pa.gov/Services/Assistance/Pages/HIPP-Program.aspx</a> Phone: 1-800-692-7462	Website: <a href="https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm">https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm</a> Phone: 1-800-362-3002
<b>RHODE ISLAND-Medicaid and CHIP</b>	<b>WYOMING-Medicaid</b>
Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a> Phone: 1-855-697-4347, or 401-462-0311 (Direct RIte Share Line)	Website: <a href="https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/">https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/</a> Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since January 31, 2022, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/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

2022.04.28-GIC.CHIP.Handbooks

## **Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [ebesa.opr@dol.gov](mailto:ebesa.opr@dol.gov) and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 1/31/2023)

## **Patient Protection Disclosure**

This *Plan* generally requires the designation of a *Primary Care Provider*. You have the right to designate any *Primary Care Provider* who participates in our network and who is available to accept you and/or your family members. For information on how to select a *Primary Care Provider*, and for a list of the participating *Primary Care Providers*, contact *Member Services* or see our web at <http://www.tuftshealthplan.com/gic>.

For *Children*, you may designate a pediatrician as the *Primary Care Provider*.

You do not need prior authorization from *Tufts Health Plan* or from any other person (including a *Primary Care Provider*) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specializes in obstetrics or gynecology, contact *Member Services* or see our website at <http://www.tuftshealthplan.com/gic>.

## **National Health Reform Law Notice**



### **AFFORDABLE CARE ACT**

**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) will be implemented in Massachusetts and across the nation. The ACA will bring 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:**

When key parts of the national health reform law take effect in January 2014, there will be 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: <http://www.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 begins Oct. 1, 2013, for coverage starting as early as Jan. 1, 2014. (And in future years, open enrollment will begin every Oct. 15.) You can find out more by visiting <http://www.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 <http://www.MAhealthconnector.org> or calling **1-877-MA ENROLL** (1-877-623-6765).

#### **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  $\frac{3}{4}$  hours in a 37.5 hour work week or 20 hours in a 40 hour work week. 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.

## **Anti-Discrimination Notice**

***Tufts Health Plan*** complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. ***Tufts Health Plan*** does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### ***Tufts Health Plan:***

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

If you need these services, contact *Tufts Health Plan* at 800.462.0224.

If you believe that *Tufts Health Plan* has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

### ***Tufts Health Plan***

Attention: Civil Rights Coordinator Legal Dept.

1 Wellness Way, Canton, MA 02021

Phone: 888.880.8699 ext. 48000, [TTY number — 800.439.2370 or 711]

Fax: 617.972.9048

Email: [OCRCoordinator@tufts-health.com](mailto:OCRCoordinator@tufts-health.com)

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the *Tufts Health Plan* Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

### **U.S. Department of Health and Human Services**

200 Independence Avenue, SW

Room 509F, HHH Building Washington, D.C. 20201

800.368.1019, 800.537.7697 (TDD)

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

[tuftshealthplan.com](http://tuftshealthplan.com) | 800.462.0224

## **COVID-19 Testing and Treatment Appendix**

Your *Group Insurance Commission Member Handbook* has been amended as described below with respect to coverage for Coronavirus (COVID-19) testing, treatment, and vaccinations. The following *Covered Services* are provided in accordance with federal and Massachusetts law.

### **COVID-19 Testing**

*Medically Necessary* COVID-19 polymerase chain reaction (PCR) and antigen testing is covered for symptomatic individuals, individuals identified as close contacts by state or local health officials, and asymptomatic individuals under circumstances in accordance with federal and Massachusetts law. COVID-19 testing solely intended for return to work, school, or other locations is not *Medically Necessary* and accordingly not covered.

Antibody tests will be covered when *Medically Necessary* to support COVID-19 treatments, or for a *Member* whose immune system is compromised and/or knowledge of COVID-19 antibodies may impact the future outcome of treatment. Antibody tests will not be covered when part of a “return to work” program or when not associated with treatment for COVID-19.

*Medically Necessary* COVID-19 testing will be covered with no out-of-pocket costs. This means that no *Copayment*, *Coinsurance*, or *Deductible* will apply. COVID-19 testing does not require prior approval by an *Authorized Reviewer*. Please contact Member Services for more information.

### **COVID-19 Treatment**

*Medically Necessary* COVID-19-related treatment for all *Emergency*, *Inpatient*, *Outpatient*, and cognitive rehabilitation services—including all professional, diagnostic, and laboratory services—will be covered with no out-of-pocket costs. This means that no *Copayment*, *Coinsurance*, or *Deductible* will apply. Please note that *Member* cost sharing amounts may apply to *Covered Services* related to the treatment of reactions to COVID-19 vaccinations. *Members* are encouraged to see *Tufts HP Spirit Providers* whenever possible. However, this policy is also applicable to treatment provided by non-*Tufts HP Spirit Providers*<sup>1</sup>. COVID-19-related treatment does not require prior approval by an *Authorized Reviewer*. Please contact Member Services for more information.

### **COVID-19 Vaccinations**

*Medically Necessary* COVID-19-vaccinations are covered with no out-of-pocket costs. This means that no *Copayment*, *Coinsurance*, or *Deductible* will apply. COVID-19 vaccinations do not require prior approval by an *Authorized Reviewer*. Please contact Member Services for more information.

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<sup>1</sup> *Members* on the Spirit plan must receive all other non-emergency services from a *Tufts HP Spirit Provider*. To find a *Provider*, please visit our website at [www.tuftshealthplan.com](http://www.tuftshealthplan.com) and click on “Find a Doctor or Hospital” to start your search or contact the Member Services Department at 800-870-9488 for assistance.

# Index

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This index lists the major benefits and limitations of the *Spirit Plan* and includes terms defined in **Part 8 - Terms and Definitions on page 73**, and the **Prescription Drug Plan Definitions section on page 85**. Of course, it does not list everything in this *Member Handbook*. To fully understand all benefits and limitations, a *Member* must read through this *Member Handbook* carefully.

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## **Need to Write or Call?**

Tufts Health Plan  
1 Wellness Way  
Canton, MA 02021

**800.870.9488**

For the Prescription Drug Benefit,  
please call Express Scripts

**855.283.7679**

For the Employee Assistance Program Benefits,  
please call Optum

**844.263.1982**



## **Tufts Health Plan Spirit**

Tufts Health Plan  
1 Wellness Way  
Canton, MA 02021

For additional information,  
please call 800.870.9488

**[tuftshealthplan.com](http://tuftshealthplan.com)**

Administered by Total Health Plan, Inc.