This health plan meets Minimum Creditable Coverage standards and will satisfy the individual mandate that you have health insurance. Please see below for additional information.

New Members—Register Now at www.tuftshealthplan.com for Fast Access to Your Personal Benefit Information

With Administrative Services Provided by

TUFTS Health Plan
705 Mount Auburn Street
Watertown MA 02472-1508
MASSACHUSETTS REQUIREMENT TO PURCHASE HEALTH INSURANCE

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website (www.mahealthconnector.org).

This health plan meets Minimum Creditable Coverage standards that were effective January 1, 2009 as part of the Massachusetts Health Care Reform Law. If you purchase this plan, you will satisfy the statutory requirement that you have health insurance meeting these standards.

THIS DISCLOSURE IS FOR MINIMUM CREDITABLE COVERAGE STANDARDS THAT WERE EFFECTIVE JANUARY 1, 2009. BECAUSE THESE STANDARDS MAY CHANGE, REVIEW YOUR HEALTH PLAN MATERIAL EACH YEAR TO DETERMINE WHETHER YOUR PLAN MEETS THE LATEST STANDARDS.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at www.mass.gov/doi.
**Tufts Health Plan Address And Telephone Directory**

**TUFTS HEALTH PLAN**
705 Mount Auburn Street
P.O. Box 9170
Watertown, Massachusetts 02471-9170

**Hours:** Monday through Thursday 8:00 am - 7:00 pm
Friday 8:00 am - 5:00 pm

**IMPORTANT PHONE NUMBERS:**

**Emergency Care**
For routine care, you should always call your *Primary Care Provider (PCP)* before seeking care. If you have an urgent medical need and cannot reach your *PCP* or your *PCP’s Covering Provider*, you should seek care at the nearest emergency room.

*Important Note:* 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.

**Liability Recovery**
Call the Liability and Recovery Department at 1-888-880-8699, x. 1098 for questions about coordination of benefits and workers compensation. For example, call the Liability and Recovery Department if you have any questions about how *Tufts Health Plan (Tufts HP)* coordinates coverage with other health care coverage that you may have. The Liability and Recovery Department is available from 8:30 a.m. – 5:00 p.m. Monday through Thursday, and 10:00 a.m. – 5:00 p.m. on Friday.

For questions related to subrogation, call a Member Specialist at 1-800-462-0224. If you are uncertain which department can best address your questions, call Member Services.

**Member Services Department**
Call the *Tufts HP* Member Services Department at 1-800-462-0224 for general questions, assistance in choosing a PCP, benefit questions, and information regarding eligibility for enrollment and billing.

**Mental Health Services**
If you need assistance in receiving information regarding mental health benefits, please contact Member Services at 1-800-462-0224.

**Services for Hearing Impaired Members**
If you are hearing impaired, the following services are provided:

- **Telecommunications Device for the Deaf (TDD)**
  If you have access to a TDD phone, call 1-800-868-5850. You will reach the *Tufts HP* Member Services Department.

- **Massachusetts Relay (MassRelay)**
  1-800-720-3480

**IMPORTANT ADDRESSES:**

**Appeals and Grievances Department**
If you need to call *Tufts HP* about a concern or appeal, contact a Member Specialist at 1-800-462-0224. To submit your appeal or grievance in writing, send your letter to:

*Tufts Health Plan*
Attn: Appeals and Grievances Department
705 Mount Auburn Street
P.O. Box 9193
Watertown, MA 02471-9193

**Web site**
For more information about *Tufts Health Plan* and to learn more about the self-service options that are available to you, please see the *Tufts Health Plan* Web site at [www.tufts-healthplan.com](http://www.tufts-healthplan.com).

*Italicized words are defined in Appendix A.*

To contact Member Services, call 1-800-462-0224, or see our Web site at www.tuftshealthplan.com.
Translator and translator services related to administrative procedures are available to assist Members upon request. For information, please call the Member Services Department.

Des services d'interprétariat et de traduction liés aux procédures administratives sont disponibles. Pour demander ces services, veuillez contacter le département des relations avec la clientèle de Tufts Health Plan.

Транслион и транслация услуги, связанные с административными процедурами, доступны по запросу. Для информации, пожалуйста, позвоните в службу обслуживания клиентов Tufts Health Plan.

.Services de traducción e interpretación relacionados con los procedimientos administrativos están disponibles para ayudarle. Para solicitar este servicio, favor de llamar al departamento de relaciones con el cliente de Tufts Health Plan.

Genyen sévis tradikson ak entèpret disponib pou ede ou nan zafe ki gen rapò ak jan administrasyon an fé sévis li. Pou ou mande sévis sa yo, tanpri rele depatman sévis ki lỳon Tufts Health Plan.

1-800-462-0224

1-800-868-5850

1-800-720-3480

Italicized words are defined in Appendix A.
Plan Information

<table>
<thead>
<tr>
<th><strong>Plan Name</strong></th>
<th>Brandeis University EPO Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employer</strong></td>
<td>Brandeis University</td>
</tr>
<tr>
<td><strong>Employer Address</strong></td>
<td>415 South St</td>
</tr>
<tr>
<td></td>
<td>Waltham, Ma. 02454</td>
</tr>
<tr>
<td><strong>Employer’s ID Number (EIN)</strong></td>
<td>04-2300472</td>
</tr>
<tr>
<td><strong>Plan Number</strong></td>
<td>17206-000</td>
</tr>
<tr>
<td><strong>Tufts HP Effective Date</strong></td>
<td>This Plan became effective as of January 1(^{st}), 2015.</td>
</tr>
<tr>
<td><strong>Description of Benefits</strong></td>
<td>This Description of Benefits is effective January 1(^{st}), 2015. It may be amended in accordance with Chapter 7.</td>
</tr>
<tr>
<td><strong>Effective Date</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Plan Year</strong></td>
<td>Calendar Year</td>
</tr>
<tr>
<td><strong>Benefit Year</strong></td>
<td>January 1(^{st}) – December 31(^{st})</td>
</tr>
<tr>
<td><strong>Plan Administrator and Agent for Service of Legal Process</strong></td>
<td>Brandeis University</td>
</tr>
<tr>
<td><strong>Type of Plan</strong></td>
<td>Medical Benefits.</td>
</tr>
<tr>
<td><strong>Plan Administration</strong></td>
<td>The Plan is administered by the Plan Administrator. The cost of medical benefits is the responsibility of the Sponsor under a self-funded arrangement.</td>
</tr>
<tr>
<td><strong>Collective Bargaining Agreement</strong></td>
<td>The health benefits option under the Plan described in this Description of Benefits is not maintained pursuant to a collective bargaining agreement.</td>
</tr>
<tr>
<td><strong>Plan Fiscal Year</strong></td>
<td>The fiscal records of the Plan are kept on a plan year basis ending on each December 31(^{st}).</td>
</tr>
<tr>
<td><strong>Loss of Benefits</strong></td>
<td>The Sponsor may terminate the Plan at any time, or may modify, amend, or change the provisions, terms and conditions of the Plan. No consent of any participant or Member shall be required to terminate, modify, amend or change the Plan.</td>
</tr>
<tr>
<td><strong>Employee Contribution to Benefits</strong></td>
<td>Benefits for employee only:</td>
</tr>
<tr>
<td></td>
<td>• The employee is required to contribute to the cost of benefits.</td>
</tr>
<tr>
<td></td>
<td>Benefits for employee and Dependents:</td>
</tr>
<tr>
<td></td>
<td>• The employee is required to contribute to the cost of benefits.</td>
</tr>
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</table>

Italicized words are defined in Appendix A.
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</tr>
</thead>
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</tr>
<tr>
<td>Patient care services provided as part of a qualified clinical trial</td>
<td>36.</td>
</tr>
<tr>
<td>for the treatment of cancer or other life-threatening diseases or</td>
<td></td>
</tr>
<tr>
<td>conditions</td>
<td></td>
</tr>
<tr>
<td>Pediatric dental care for Members under age 12</td>
<td>37.</td>
</tr>
<tr>
<td>Preventive health care</td>
<td>37.</td>
</tr>
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<td>For Members under age 6</td>
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<td>Bone marrow transplants for breast cancer, hematopoietic stem cell</td>
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</tr>
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<td>transplants, and human solid organ transplants</td>
<td></td>
</tr>
<tr>
<td>Extended care</td>
<td>39.</td>
</tr>
<tr>
<td>Hospital services (acute care)</td>
<td>40.</td>
</tr>
<tr>
<td>Maternity care</td>
<td>40.</td>
</tr>
<tr>
<td>Patient care services provided as part of a qualified clinical trial</td>
<td>40.</td>
</tr>
<tr>
<td>for the treatment of cancer or other life threatening diseases or</td>
<td></td>
</tr>
<tr>
<td>conditions</td>
<td></td>
</tr>
<tr>
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<td>41.</td>
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<tr>
<td>Mental Health Care and Substance Abuse Services</td>
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<td>Outpatient services</td>
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<td>Inpatient services</td>
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</tr>
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<td>Intermediate care services</td>
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<td>Other health services</td>
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<td>Ambulance services</td>
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<td>Durable Medical Equipment</td>
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<td>Hearing aids</td>
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<td>Home health care</td>
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<tr>
<td>Hospice care</td>
<td>46.</td>
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<td>Injectable, infused or inhaled medications</td>
<td>47.</td>
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<tr>
<td>Low protein foods</td>
<td>47.</td>
</tr>
<tr>
<td>Medical supplies</td>
<td>47.</td>
</tr>
<tr>
<td>Prosthetic devices</td>
<td>47.</td>
</tr>
<tr>
<td>Nonprescription enteral formulas</td>
<td>47.</td>
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<td>Scalp hair prostheses or wigs for cancer or leukemia patients</td>
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<td>Special medical formulas</td>
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Benefit Overview

This table provides basic information about your benefits under this plan. Please see Chapter 3 for detailed explanations of Covered Services, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th>COPAYMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Emergency Care:</strong></td>
</tr>
<tr>
<td>- Emergency room ...........................................................................: $100</td>
</tr>
<tr>
<td>- In Provider’s office .....................................................................: $25</td>
</tr>
<tr>
<td>Notes:</td>
</tr>
<tr>
<td>- An Emergency Room Copayment may apply if you register in an Emergency room but leave that facility without receiving care.</td>
</tr>
<tr>
<td>- A Day Surgery Copayment may apply if Day Surgery services are received.</td>
</tr>
<tr>
<td><strong>Other Covered Services:</strong></td>
</tr>
<tr>
<td>- Office Visit or visit to an Urgent Care Center ........................................: $25</td>
</tr>
<tr>
<td>- Inpatient Services ...........................................................................: $250</td>
</tr>
<tr>
<td>- Day Surgery ....................................................................................: $100</td>
</tr>
<tr>
<td>Note: For certain Outpatient services listed as “covered in full” in the table below, you may be charged an Office Visit Copayment when these services are provided in conjunction with an office visit. In addition, please note that in accordance with the Affordable Care Act (ACA), certain services, including women’s preventive health services, are not subject to a Copayment. Please see the following Benefit Overview chart for more information. Also, please note that Copayments for Urgent Care services vary depending upon the location in which services are rendered (for example, Provider’s office, Limited Service Medical Center, Urgent Care Center, or Emergency room).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OUT-OF-POCKET MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Out-of-Pocket Maximum (Individual)</td>
</tr>
<tr>
<td>This Group Contract has an individual Out-of-Pocket Maximum of $2500 per Member per calendar year for all Covered Services. Copayments and Coinsurance counts towards the Out-of-Pocket Maximum. For more information about your Out-of-Pocket Maximum, please see the definition of Out-of-Pocket Maximum in Appendix A.</td>
</tr>
</tbody>
</table>

Out-of-Pocket Maximum (Family)

All amounts any enrolled Members in a family pay toward their Individual Out-of-Pocket Maximums are applied toward the $5000 Family Out-of-Pocket Maximum.

Once the Family Out-of-Pocket Maximum has been met during a calendar year, all enrolled Members in a family will thereafter have satisfied their $2500 Individual Out-of-Pocket Maximums for the remainder of that calendar year.

Important Note about your coverage under the Affordable Care Act ("ACA"): Under the ACA, preventive care services -- including women’s preventive health services, 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 now covered in full. These services are listed in the following Benefit Overview. For more information on what services are now covered in full, please see our Web site at http://www.tuftshealthplan.com/employers/pdfs/preventive_services_listing.pdf.
**Benefit Overview, continued**

**Important Note:** This table provides basic information about your benefits under this plan. Please see “Benefit Limits” and Chapter 3 for detailed explanations of **Covered Services**, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>YOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Emergency Care</strong></td>
<td></td>
</tr>
<tr>
<td>Treatment in an Emergency room</td>
<td>$100 <em>Copayment</em> per visit.</td>
</tr>
<tr>
<td></td>
<td><em>(waived if admitted as an <em>Inpatient</em> or for <em>Day Surgery</em>)</em></td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> <em>Observation</em> services will take an <em>Emergency room Copayment</em>.</td>
</tr>
<tr>
<td>Treatment in a <em>Provider’s</em> office</td>
<td>$25 <em>Copayment</em> per visit.</td>
</tr>
<tr>
<td></td>
<td><em>(waived if admitted as an <em>Inpatient</em> or for <em>Day Surgery</em>)</em></td>
</tr>
</tbody>
</table>

A *Member should call Tufts Health Plan* within 48 hours after *Emergency* care is received. If you are admitted as an *Inpatient*, you or someone acting for you must call your *PCP* or *Tufts HP* within 48 hours.

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>YOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outpatient Care</strong></td>
<td></td>
</tr>
<tr>
<td>Autism spectrum disorders – diagnosis and treatment <em>(AR)</em></td>
<td><em>Habilitative or rehabilitative care (including applied behavioral analysis):</em></td>
</tr>
<tr>
<td></td>
<td>• When provided by a <em>Paraprofessional</em>: Covered in full.</td>
</tr>
<tr>
<td></td>
<td>• When provided by a <em>Board- Certified Behavior Analyst (BCBA)</em>: $25 <em>Copayment</em> per visit.</td>
</tr>
<tr>
<td></td>
<td><strong>Prescription medications:</strong> Covered as described under “Prescription Drug Benefit” in Chapter 3.</td>
</tr>
<tr>
<td></td>
<td><strong>Psychiatric and psychological care:</strong> Covered as described under “Mental Health Services”.</td>
</tr>
<tr>
<td></td>
<td><strong>Therapeutic care:</strong> Covered as described under “Therapy for speech, hearing and language disorders” and “Short term physical and occupational therapy services”.</td>
</tr>
<tr>
<td>Cardiac rehabilitation</td>
<td>$25 <em>Copayment</em> per visit.</td>
</tr>
<tr>
<td>Chiropractic care</td>
<td>See “Spinal manipulation”</td>
</tr>
<tr>
<td>Cleft lip and cleft palate treatment and services for Children</td>
<td>See “Cleft lip and cleft palate treatment and services for Children” under “Other Health Services” later in this table.</td>
</tr>
<tr>
<td>Diabetes self-management training and educational services</td>
<td>$25 <em>Copayment</em> per visit.</td>
</tr>
</tbody>
</table>

*(AR) – These services may require approval by an *Authorized Reviewer* *(BL) – Benefit Limit applies. See “Benefit Limits” and “Covered Services” in Chapter 3 for more information.*

*Italicized words are defined in Appendix A.*
**Benefit Overview, continued**

**Important Note:** This table provides basic information about your benefits under this plan. Please see “Benefit Limits” and Chapter 3 for detailed explanations of *Covered Services*, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>YOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outpatient Care, continued</strong></td>
<td></td>
</tr>
<tr>
<td>Early intervention services for a <em>Dependent Child</em></td>
<td>Covered in full.</td>
</tr>
</tbody>
</table>
| Family planning (procedures, services, and contraceptives) | *Office Visit:* $25 Copayment per visit.  
*Day Surgery:* $100 Copayment applies per admission. |
| Hemodialysis                             | Covered in full.                               |
| Infertility services *(AR)*              | $25 *Copayment* applies per visit.            |
|                                        | *Note:* Approved Assisted Reproductive Technology services are subject to a *Day Surgery Copayment*. |
| Maternity care                           |                                               |
| **Note:** Providers may collect Copayments in a variety of ways for this coverage (for example at the time of your first visit, at the end of your pregnancy or in installments). Please check with your Provider. In addition, please note that in accordance with the ACA, routine laboratory tests associated with maternity care are covered in full. | *Routine maternity care:* Covered in full.  
*Non-routine maternity care:* $25 *Copayment* applies per visit. |
| Oral Health Services *(AR)*              | *Office Visit:* $25 *Copayment* applies per visit.  
*Emergency Room:* $100 *Copayment* applies per visit.  
*Inpatient Services:* $250 *Copayment* applies per admission.  
*Day Surgery:* $100 *Copayment* applies per admission. |

*(AR)* – These services may require approval by an *Authorized Reviewer*  
*(BL)* – Benefit Limit applies. See “Benefit Limits” and “Covered Services” in Chapter 3 for more information.

**Italicized words are defined in Appendix A.**
**Benefit Overview, continued**

**Important Note**: This table provides basic information about your benefits under this plan. Please see “Benefit Limits” and Chapter 3 for detailed explanations of *Covered Services*, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>YOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outpatient Care, continued</strong></td>
<td></td>
</tr>
<tr>
<td>Outpatient medical care</td>
<td></td>
</tr>
<tr>
<td>Allergy testing and treatment</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Allergy injections</td>
<td>$5 Copayment per visit.</td>
</tr>
<tr>
<td>Chemotherapy</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Cytology examinations (Pap smears)</td>
<td>Routine annual cytology screenings: Covered in full.</td>
</tr>
<tr>
<td></td>
<td>Diagnostic cytology examinations: Covered in full.</td>
</tr>
<tr>
<td><strong>Diagnostic Imaging</strong> (AR)</td>
<td></td>
</tr>
<tr>
<td>• General imaging (such as x-rays and ultrasounds) and</td>
<td></td>
</tr>
<tr>
<td>MRI / MRA, CT/CTA, PET and nuclear cardiology</td>
<td><strong>General imaging</strong>: Covered in full.</td>
</tr>
<tr>
<td><strong>MRI/MRA</strong>: $75 Copayment per visit.</td>
<td><strong>CT/CTA</strong>: $75 Copayment per visit.</td>
</tr>
<tr>
<td><strong>PET</strong>: $75 Copayment per visit.</td>
<td><strong>Nuclear cardiology</strong>: $75 Copayment per visit.</td>
</tr>
<tr>
<td>Please note that you are required to pay 2 Copayments per calendar year for MRI/MRA, CT/CTA. PET and nuclear cardiology services. After you have paid 2 Copayments for these services, the services will be covered in full for the remainder of the calendar year.</td>
<td></td>
</tr>
<tr>
<td><strong>Diagnostic or preventive screening procedures (for example, colonoscopies, endoscopies, sigmoidoscopies, and proctosigmoidoscopies) (AR)</strong></td>
<td><strong>Screening for colon or colorectal cancer in the absence of symptoms, with or without surgery</strong>: Covered in full.</td>
</tr>
<tr>
<td></td>
<td><strong>Diagnostic procedure only (for example, endoscopies or colonoscopies associated with symptoms)</strong>: Covered in full.</td>
</tr>
<tr>
<td></td>
<td><strong>Diagnostic procedure accompanied by treatment/surgery (for example, polyp removal)</strong>: $100 Day Surgery Copayment applies per admission.</td>
</tr>
<tr>
<td>Human leukocyte antigen (HLA) testing</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Immunizations</td>
<td><strong>Routine preventive immunizations</strong>: Covered in full.</td>
</tr>
<tr>
<td></td>
<td><strong>All other immunizations</strong>: Covered in full.</td>
</tr>
<tr>
<td>Laboratory tests (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td><strong>Note</strong>: In compliance with the ACA, laboratory tests performed as part of preventive care are covered in full.</td>
<td></td>
</tr>
<tr>
<td>Lead screenings</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Mammograms</td>
<td><strong>Routine mammograms</strong>: Covered in full.</td>
</tr>
<tr>
<td>Radiation therapy</td>
<td><strong>Diagnostic mammograms</strong>: Covered in full.</td>
</tr>
<tr>
<td>Respiratory therapy and pulmonary rehabilitation services</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Therapy for speech, hearing, and language disorders (AR) (BL)</td>
<td>$25 Copayment applies per visit.</td>
</tr>
</tbody>
</table>

**Note**: In compliance with the ACA, laboratory tests performed as part of preventive care are covered in full.

*(AR) – These services may require approval by an Authorized Reviewer
(BL) – Benefit Limit applies. See “Benefit Limits” and “Covered Services” in Chapter 3 for more information.*
**Benefit Overview, continued**

*Important Note:* This table provides basic information about your benefits under this plan. Please see “Benefit Limits” and Chapter 3 for detailed explanations of *Covered Services*, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>YOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outpatient Care, continued</strong></td>
<td></td>
</tr>
<tr>
<td>Nutritional counseling</td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td>Office visits to diagnose and treat illness and injury</td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td><strong>Note:</strong> This includes visits at a <em>Limited Service Medical Clinic.</em></td>
<td></td>
</tr>
<tr>
<td>Outpatient surgery in a Provider’s office</td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td>Patient care services provided as part of a qualified clinical trial for the</td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td>treatment of cancer or other life-threatening diseases or conditions</td>
<td></td>
</tr>
<tr>
<td>Pediatric dental care for <em>Members</em> under age 12</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Preventive health care for <em>Members</em> under age 6</td>
<td>Covered in full.</td>
</tr>
<tr>
<td><strong>Note:</strong> Any follow-up care determined to be <em>Medically Necessary</em> as a</td>
<td></td>
</tr>
<tr>
<td>result of a routine physical exam is subject to an Office Visit <em>Copayment.</em></td>
<td></td>
</tr>
<tr>
<td>Preventive health care for <em>Members</em> age 6 and older</td>
<td>Covered in full.</td>
</tr>
<tr>
<td><strong>Note:</strong> Any follow-up care determined to be <em>Medically Necessary</em> as a</td>
<td></td>
</tr>
<tr>
<td>result of a routine physical exam or a routine annual gynecological exam is</td>
<td></td>
</tr>
<tr>
<td>subject to an Office Visit <em>Copayment.</em></td>
<td></td>
</tr>
<tr>
<td>Short term physical and occupational therapy services <em>(AR) (BL)</em></td>
<td>Physical Therapy: $25 Copayment applies per</td>
</tr>
<tr>
<td></td>
<td>visit. Occupational Therapy: $25 Copayment</td>
</tr>
<tr>
<td></td>
<td>applies per visit.</td>
</tr>
<tr>
<td>Smoking cessation counseling services</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Spinal manipulation <em>(BL)</em></td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td><strong>Urgent Care in an Urgent Care Center</strong></td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td>Vision care services</td>
<td></td>
</tr>
<tr>
<td>Routine eye examination <em>(BL)</em></td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td>Other vision care services</td>
<td>$25 Copayment applies per visit.</td>
</tr>
<tr>
<td><strong>Note:</strong> Eyeglass lenses and frames following cataract surgery or other</td>
<td></td>
</tr>
<tr>
<td>surgery to replace the natural lens of the eye are covered in full. See</td>
<td></td>
</tr>
<tr>
<td>Chapter 3 for more information.</td>
<td></td>
</tr>
</tbody>
</table>

*(AR) – These services may require approval by an *Authorized Reviewer*

*(BL) – Benefit Limit applies. See “Benefit Limits” and “*Covered Services*” in Chapter 3 for more information.*
Benefit Overview, continued

*Important Note:* This table provides basic information about your benefits under this plan. Please see “Benefit Limits” and Chapter 3 for detailed explanations of *Covered Services*, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th><strong>Day Surgery</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Day Surgery (AR)</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>COVERED SERVICE</strong></th>
<th><strong>YOUR COST</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inpatient Care</strong></td>
<td></td>
</tr>
<tr>
<td>Bone marrow transplants for breast cancer, hematopoietic stem cell transplants, and human solid organ transplants <em>(AR)</em></td>
<td>$250 Copayment applies per admission.</td>
</tr>
</tbody>
</table>
| Cleft left lip and cleft palate treatment and services for Children  
See “Cleft lip and cleft palate treatment and services for Children” under “Other Health Services” later in this table. | |
| Extended care *(AR) (BL)* | Covered in full. |
| Hospital services (acute care) *(AR)* | $250 Copayment applies per admission. |
| Maternity care | $250 Copayment applies per admission. |
| Patient care services provided as part of a qualified clinical trial for the treatment of cancer or other life-threatening diseases or conditions. | $250 Copayment applies per admission. |
| Reconstructive surgery and procedures *(AR)* | $250 Copayment applies per admission. |

**Mental Health and Substance Abuse Services**

Mental Health and Substance Abuse Services  
To contact the *Tufts HP Mental Health Department*, call 1-800-208-9565.

| **Outpatient services (AR)** | $25 Copayment applies per office visit. |
| **Inpatient services (AR)** | $250 Copayment applies per admission. |
| Intermediate care *(AR)* | Covered in full. |

*(AR) – These services may require approval by an Authorized Reviewer  
(BL) – Benefit Limit applies. See “Benefit Limits” and “Covered Services” in Chapter 3 for more information.*
### Benefit Overview, continued

**Important Note:** This table provides basic information about your benefits under this plan. Please see “Benefit Limits” and Chapter 3 for detailed explanations of Covered Services, including certain benefit restrictions and limitations (for example, visit, day, and dollar maximums).

<table>
<thead>
<tr>
<th>COVERED SERVICE</th>
<th>YOUR COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Other Health Services</strong></td>
<td></td>
</tr>
<tr>
<td>Ambulance services (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Cleft lip and cleft palate treatment and services for Children (AR)</td>
<td>Medical or facial surgery:</td>
</tr>
<tr>
<td></td>
<td>- <strong>Inpatient services:</strong> Covered as described under “Hospital services (acute care)” or “Reconstructive Surgery”.</td>
</tr>
<tr>
<td></td>
<td>- <strong>Day Surgery:</strong> Covered as described under “Day Surgery”.</td>
</tr>
<tr>
<td></td>
<td>Oral surgery: Covered as described under “Oral Health Services”.</td>
</tr>
<tr>
<td></td>
<td>Dental surgery or orthodontic treatment and management: Covered in full.</td>
</tr>
<tr>
<td></td>
<td>Preventive and restorative dentistry: Covered in full (see “Cleft lip and cleft palate treatment and services for Children” in Chapter 3 for more information about what is covered under this benefit).</td>
</tr>
<tr>
<td></td>
<td>Speech therapy and audiology services: Covered as described under “Therapy for speech, hearing, and language disorders”.</td>
</tr>
<tr>
<td></td>
<td>Nutrition services: Covered as described under “Nutritional counseling”.</td>
</tr>
<tr>
<td><strong>Durable Medical Equipment (AR)</strong></td>
<td>Tufts Health Plan pays 80%. Member pays 20%.</td>
</tr>
<tr>
<td>Hearing aids (AR) (BL)</td>
<td>Hearing aids for Children age 21 and under: We pay 80%. You pay 20% Coinsurance.</td>
</tr>
<tr>
<td>Home health care (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Hospice care (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Injectable, infused or inhaled medications (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Low protein food</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Medical supplies</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Prosthetic devices (AR)</td>
<td>Tufts Health Plan pays 80%. Member pays 20%.</td>
</tr>
<tr>
<td>Nonprescription enteral formulas (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Scalp hair prostheses or wigs for cancer or leukemia patients (BL)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td>Special medical formulas (AR)</td>
<td>Covered in full.</td>
</tr>
<tr>
<td><strong>Prescription Drug Benefit</strong></td>
<td></td>
</tr>
<tr>
<td>For information about your Copayments for covered prescription drugs, see the “Prescription Drug Benefit” section in Chapter 3.</td>
<td></td>
</tr>
</tbody>
</table>

(AR) – These services may require approval by an Authorized Reviewer
(BL) – Benefit Limit applies. See “Benefit Limits” and “Covered Services” in Chapter 3 for more information.

Italicized words are defined in Appendix A.
Benefit Limits

Extended Care Services
- Covered up to 100 days per calendar year in a skilled nursing facility.
- Covered up to any combination of 60 days per calendar year in a rehabilitation hospital or chronic hospital.

Hearing Aids
Hearing aids for *Children* age 21 and under are covered up to $2,000 per ear every 36 months. This includes both the amount the Plan pays and the member's cost-sharing amount.

Scalp Hair Prostheses or Wigs for Cancer or Leukemia Patients
Covered up to a maximum benefit of $350 per calendar year.

Short-term Physical and Occupational Therapy Services
The maximum benefit payable in each calendar year for physical therapy services is 2 evaluations and 30 visits. The maximum benefit payable in each calendar year for occupational therapy services is 2 evaluations and 30 visits.

Note: This benefit limit does not apply to the treatment of autism spectrum disorders.

Spinal manipulation
The maximum benefit payable in each calendar year is 1 chiropractic evaluation and 20 visits per person.
Chapter 1

How Your Exclusive Provider Organization Plan Works

Overview

Introduction

This booklet contains your Description of Benefits. It describes Brandeis University’s employee health benefits plan, which is referred to here as the “Plan.” This is a self-funded plan, which means your employer is responsible for the cost of the Covered Services you receive under it. Italicized words are defined in the Glossary in Appendix A.

How the Plan works

The Group has contracted with Tufts Health Plan (“Tufts HP”). Tufts HP is a preferred provider organization and performs certain services for the Plan, such as claims processing and enrollment. Tufts HP also offers you access to a network of preferred providers known as Tufts HP Providers.

The Exclusive Provider Organization plan means that, except in an Emergency, all your health care must be provided or authorized by your Tufts HP Primary Care Provider (PCP). Your PCP will provide primary care to you or will refer you to the appropriate specialist within the Tufts HP network of Providers. If you choose on your own to receive care not provided or authorized by your PCP, no benefits will be paid by the Plan (except if the care was due to an Emergency).

About the Tufts HP Network

The Tufts HP network of preferred Providers consists of hospitals, community-based physicians and other health care professionals who work out of their private offices throughout the Tufts HP Service Area.

Tufts HP enters into arrangements with these Providers, and they, in turn, provide you with Covered Services. This means that Tufts HP itself does not provide these services. Tufts HP Providers are independent contractors and are not, for any purposes, employees or agents of the Plan or Tufts HP.

With the Exclusive Provider Organization plan, you must choose a PCP from the Tufts HP Directory of Health Care Providers. Your PCP will manage your care by providing you with primary care and will arrange for appropriate specialty care when necessary. (In the event you require Inpatient mental health or Inpatient substance abuse services, you may go to any Designated Facility without authorization from your PCP. See “Inpatient and intermediate mental health/substance abuse services” later in this chapter for more information.) Specialty care will be provided within the network of Tufts HP Providers. In the rare instance when the care you need is not available within the Tufts HP Provider Network, your PCP, after obtaining approval from an Authorized Reviewer, will refer you to a Provider not affiliated with Tufts HP.

Eligibility for Benefits

When you join the Plan, you agree to receive your care from Tufts HP Providers. The Plan covers only the services and supplies described as Covered Services in Chapter 3.

There are no pre-existing condition limitations under this Plan. You are eligible to use your benefits as of your Effective Date.

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 an individual prior to, or in connection with enrollment in a plan, or at any time for underwriting purposes.

Calls to Member Services

The Tufts HP Member Services Department is committed to excellent service.

Calls to the Tufts HP Member Services Department may, on occasion, be monitored to assure quality service.

Italicized words are defined in Appendix A.
How the Plan Works

Primary Care Providers
Each Member must choose a Primary Care Provider. The PCP is responsible for providing or authorizing all of your health care services. If you do not choose a PCP, the Plan will not pay for any services or supplies except for Emergency care.

Note: If you require non-emergency health care services, always call your PCP. Without authorization from your PCP, services will not be covered. Never wait until your condition becomes an Emergency to call.

Medically Necessary services and supplies
The Plan will pay for Covered Services and supplies when they are Medically Necessary.

Service Area (see Appendix A)
In most cases, you must receive your care in the Tufts HP Service Area. (Please note that the Service Area, which is defined in Appendix A, includes both the Standard and Extended Service Area.) The exceptions are for an Emergency, or Urgent Care while traveling outside of the Service Area. See the Tufts HP Directory of Health Care Providers for Tufts HP’s Service Area.

Provider network
Tufts HP offers Members access to an extensive network of physicians, hospitals, and other Providers throughout the Service Area.

Although Tufts HP works to ensure the continued availability of Tufts HP Providers, the network of Providers may change during the year. This can happen for many reasons, including a Provider’s retirement, moving out of the Service Area, or failure to continue to meet Tufts HP’s credentialing standards. In addition, because Providers are independent contractors who do not work for Tufts Health Plan, this can also happen if Tufts HP and the Provider are unable to reach agreement on a contract.

If you have any questions about the availability of a Provider, please call a Member Specialist.

Coverage
The table below tells you if coverage exists, depending on the type of care you receive and the place you receive care.

<table>
<thead>
<tr>
<th>IF you…</th>
<th>AND you are…</th>
<th>THEN…</th>
</tr>
</thead>
<tbody>
<tr>
<td>receive routine health care services, visit a specialist, or receive covered elective procedures</td>
<td>in the Standard or Extended Service Area</td>
<td>you are covered, if you receive care through your PCP or with PCP referral.</td>
</tr>
<tr>
<td></td>
<td>outside the Standard or Extended Service Area</td>
<td>you are not covered.</td>
</tr>
<tr>
<td>require Urgent Care</td>
<td>in the Standard or Extended Service Area</td>
<td>you are covered. A referral may be required if you seek these services from a Tufts HP Provider other than your PCP, or from a Limited Service Medical Clinic or Urgent Care Center that are not participating with Tufts Health Plan.</td>
</tr>
<tr>
<td></td>
<td>outside the Standard or Extended Service Area</td>
<td>you are covered for Urgent Care.</td>
</tr>
<tr>
<td>have an Emergency</td>
<td>in the Standard or Extended Service Area</td>
<td>you are covered.</td>
</tr>
<tr>
<td></td>
<td>outside the Standard or Extended Service Area</td>
<td>you are covered.</td>
</tr>
</tbody>
</table>

Care that could have been foreseen before leaving the Standard or Extended Service Area is not covered. This includes, but is not limited to:
- deliveries within one month of the due date, including postpartum care and care provided to the newborn Child; or
- long-term conditions that need ongoing medical care.

Italicized words are defined in Appendix A.
Emergency Care and Urgent Care

Emergency Care

Definition of Emergency: See Appendix A.

Follow these guidelines for receiving Emergency care

- 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.
- Go to the nearest emergency medical facility.
- You do not need approval from your PCP before receiving Emergency care.
- If you receive Outpatient Emergency care at an emergency facility, you or someone acting for you should call your PCP or Tufts Health Plan within 48 hours after receiving care. You are encouraged to contact your Primary Care Provider so your PCP can provide or arrange for any follow-up care that you may need.
- If you receive Emergency Covered Services from a non-Tufts Health Plan Provider, we will pay up to the Reasonable Charge. You pay the applicable Copayment.

Urgent Care

Definition of Urgent Care: See Appendix A.

Follow these guidelines for receiving Urgent Care

If you are in the Standard or Extended Service Area

- You may seek Urgent Care in your PCP’s office, in an Emergency room, or at a Limited Service Medical Clinic or an Urgent Care Center affiliated with Tufts Health Plan. A referral may be required if you seek Urgent Care from any Tufts HP Provider other than your PCP, or from a Limited Service Medical Clinic or Urgent Care Center that are not participating with Tufts Health Plan.

If you are outside the Standard or Extended Service Area

- You may seek Urgent Care in a Provider’s office, a Limited Service Medical Clinic, an Urgent Care Center, or the Emergency room.
- You do not need the approval of your PCP before receiving Urgent Care.

Important Notes about Emergency Care and Urgent Care:

- If you are admitted as an Inpatient after receiving Emergency or Urgent Care Covered Services, you or someone acting for you must call your PCP or Tufts Health Plan within 48 hours after receiving care. (Notification from the attending physician satisfies this requirement.)
- If you receive Urgent Care outside of the Service Area, you or someone acting for you must contact your PCP to arrange for any necessary follow-up care.
- Emergency or Urgent Care services are covered, whenever you need it, anywhere in the world. Continued services after the Emergency or Urgent condition has been treated and stabilized may not be covered if we determine, in coordination with the Member’s Providers, that the Member is safe for transport back into the Service Area and it is appropriate and cost-effective to transport the Member back into the Service Area.
- If you receive care outside the Standard or Extended Service Area, the Emergency or Urgent Care Provider may bill Tufts Health Plan directly or may require you to pay at the time of service. If you are required to pay, we will reimburse you up to the Reasonable Charge for Emergency or Urgent Care services received outside of the Service Area. You are responsible for the applicable Copayment and any difference between what we paid and what the non-Tufts Health Plan Provider charged for the service. Please see “Bills from Providers” in Chapter 6 for more information about how to get reimbursed for Emergency or Urgent Care Covered Services received outside of the Service Area.

Inpatient Hospital Services

- If you need Inpatient services, in most cases, you will be admitted to your PCP’s Tufts Health Plan Hospital.
- Charges after the discharge hour: If you choose to stay as an Inpatient after a Tufts Health Plan Provider has scheduled your discharge or determined that further Inpatient services are no longer Medically Necessary, we will not pay for any costs incurred after that time.
- If you are admitted to a facility which is not the Tufts Health Plan Hospital in your PCP’s Provider Organization, and your PCP determines that transfer is appropriate, you will be transferred to the Tufts Health Plan Hospital in your PCP’s Provider Organization or another Tufts Health Plan Hospital. Important: We may not pay for Inpatient care provided in the facility to which you were first admitted after your PCP has decided that a transfer is appropriate and transfer arrangements have been made.

Italicized words are defined in Appendix A.
Mental Health/Substance Abuse Services

Inpatient and intermediate mental health/substance abuse
If you require Inpatient or intermediate mental health or substance abuse services, you may go to any of Tufts HP’s Designated Facilities. There is no need to contact your PCP first. Simply call or go directly to any one of the Designated Facilities. Identify yourself as a Tufts HP Member. The Designated Facilities are responsible for providing all Inpatient and intermediate mental health and substance abuse services. For more information, please call the Tufts HP Mental Health Department at 1-800-208-9565.

The Designated Facilities
Some Designated Facilities provide services only to adult Members (age 16 and over) and other Designated Facilities provide services only to children (under age 16).

Outpatient mental health/substance abuse services
Your mental health and substance abuse Provider will obtain the necessary authorization for Outpatient mental health/substance abuse services by calling Tufts HP’s Outpatient Mental Health/Substance Abuse program at 1-800-208-9565. You or your PCP may also call Tufts HP’s Outpatient Mental Health/Substance Abuse program for authorization.

Continuity of Care
If you are an existing Member
If your Provider is involuntarily disenrolled from Tufts HP for reasons other than quality or fraud, you may continue to see your Provider in the following circumstances:

- **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 (having a life expectancy of 6 months or less), you may continue to see your Provider as long as necessary.

If your PCP disenrolls, Tufts HP will provide you with 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 a Member Specialist. The Member Specialist will help you to select one from the Tufts Health Plan Directory of Health Care Providers. You can also visit the Tufts Health Plan Web site at www.tuftshealthplan.com to choose a PCP.
Continuity of Care, continued

If you are enrolling as a new Member
When you enroll as a Member, if none of the health plans offered by the Group at that time include your Provider, you may continue to see your Provider if:

- you are undergoing a course of treatment. In this instance, you may continue to see your Provider for up to 30 days from your Effective Date.
- the Provider is your PCP. In this instance, you may continue to see your PCP for up to 30 days from your Effective Date;
- you are in your second or third trimester of pregnancy. In this instance, you may continue to see your Provider through your first postpartum visit;
- you are terminally ill. In this instance, you may continue to see your Provider as long as necessary.

Conditions for coverage of continued treatment
Tufts HP may condition coverage of continued treatment upon the Provider’s agreement:

- to accept reimbursement from Tufts HP at the rates applicable prior to notice of disenrollment as payment in full and not to impose cost sharing with respect to a Member in an amount that would exceed the cost sharing that could have been imposed if the Provider had not been disenrolled;
- to adhere to the quality assurance standards of Tufts HP and to provide Tufts HP with necessary medical information related to the care provided; and
- to adhere to Tufts HP’s policies and procedures, including procedures regarding referrals, obtaining prior authorization, and providing services pursuant to a treatment plan, if any, approved by Tufts HP.

About Your Primary Care Provider

Importance of choosing a PCP
Each Member must choose a PCP when he or she enrolls. The PCP you choose will be associated with a specific Tufts HP Provider Organization. This means that you will usually receive Covered Services from health care professionals and facilities associated with that Tufts HP Provider Organization.

Once you have chosen a PCP, you are eligible for all Covered Services.

IMPORTANT NOTE: Until you have chosen a PCP, only Emergency care is covered.

What a PCP does
A PCP provides routine health care (including routine physical examinations), arranges for your care with other Tufts HP Providers, and provides referrals for other health care services, except for mental health and substance abuse services. See “Inpatient mental health/substance abuse services” and “Outpatient mental health/substance abuse services” later in this chapter for more information about obtaining referrals for these services.

Your PCP, or a Covering Provider, is available 24 hours a day.

Your PCP will coordinate your care by treating you or referring you to specialty services.
About your Primary Care Provider, continued

Choosing a PCP
You must choose a PCP from the list of PCPs in the Tufts HP Directory of Health Care Providers. If you already have a Provider who is listed as a PCP, in most instances you may choose him or her as your PCP. Once you have chosen a PCP who is part of the Tufts HP network, you must inform Tufts HP of your choice in order to be eligible for all Covered Services.

If you do not have a PCP or your PCP is not listed in the Tufts HP Directory of Health Care Providers, call a Member Specialist for help in choosing a PCP.

Notes:
- Under certain circumstances required by law, if your Provider is not in the Tufts HP network, you will be covered for a short period of time for services provided by that Provider. A Member Specialist can give you more information. Please see “Continuity of Care” on page 18.
- For additional information about a PCP or specialist, the Massachusetts Board of Registration in Medicine provides information about physicians licensed to practice in Massachusetts. You may reach the Board of Registration at (800) 377-0550 or www.mass.gov/massmedboard.

Contacting your new PCP
If you have chosen a new Provider as your PCP, you should:
- contact your new PCP as soon as you join and identify yourself as a new Tufts HP Member;
- ask your previous Provider to transfer your medical records to your new PCP; and
- make an appointment for a check-up or to meet your PCP.

If you can't reach your PCP
Sometimes you may not be able to reach your PCP by phone right away. If your PCP cannot take your call at once, always leave a message with the office staff or answering service. Wait a reasonable amount of time for someone to return your call.

If you need medical services after hours, please contact your PCP or a Covering Provider. Your PCP, or a Covering Provider, is available 24 hours a day, 7 days a week. If you need Inpatient mental health or substance abuse services after hours, please call 1-800-208-9565 for assistance.

Note: If you are experiencing a medical Emergency, you do not have to contact your PCP or a Covering Provider; instead, proceed to the nearest emergency medical facility for treatment (see “Emergency Care and Urgent Care” earlier in this chapter for more information).

Changing your PCP
You may change your PCP or, in certain instances, Tufts HP may require you to do so. The new Provider will not be considered your PCP until:
- you choose a new PCP from the Tufts HP Directory of Health Care Providers;
- you report your choice to a Member Specialist; and
- Tufts HP approves the change in your PCP.

Note: You may not change your PCP while you are an Inpatient or in a partial hospitalization program, except when approved by Tufts HP in limited circumstances.

Canceling appointments
If you must cancel an appointment with any Provider, always give as much notice to the Provider as possible (at least 24 hours). If your Provider's office charges for missed appointments that you did not cancel in advance, the Plan will not cover the charges.

Italicized words are defined in Appendix A.
About your **Primary Care Provider**, continued

**Referrals for specialty services**
Every **PCP** is associated with a specific **Provider Organization**. If you need to see a specialist (including a pediatric specialist), your **PCP** will select the specialist and make the referral. Usually, your **PCP** will select and refer you to another **Provider** in the same **Provider Organization** (as defined in Appendix A). Because the **PCP** and the specialists already have a working relationship, this helps to provide quality and continuity of care.

If you need specialty care that is not available within your **PCP’s Provider Organization** (this is a rare event), your **PCP** will choose a specialist in another **Provider Organization** and make the referral. When selecting a specialist for you, your **PCP** will consider any long-standing relationships that you have with any **Tufts HP Provider**, as well as your clinical needs. (As used in this section, a long-standing relationship means that you have recently been seen or been treated repeatedly by that **Tufts HP** specialist.)

If you require specialty care which is **not** available through any **Tufts HP Provider** (this is a rare event), your **PCP** may refer you, with the prior approval of an **Authorized Reviewer**, to a **Provider** **not** associated with **Tufts HP**.

**Notes:**
- A referral to a specialist must be obtained from your **PCP before** you receive any **Covered Services** from that specialist. If you do not obtain a referral **prior** to receiving services, you will be responsible for the cost of those services.
- **Covered Services** provided by non-**Tufts HP Providers** are **not** paid for unless authorized in advance by your **PCP** and approved by an **Authorized Reviewer**.
- For mental health and substance abuse services, you do not need a referral from your **PCP**; however, you may need authorization from a **Tufts HP Mental Health Authorized Reviewer**. See “**Inpatient** and intermediate mental health/substance abuse services” and “**Outpatient** mental health/substance abuse services” later in this chapter for more information.

**Referral forms for specialty services**
Except as provided below, your **PCP** must complete a referral every time he or she refers you to a specialist. Sometimes your **PCP** will ask you to give a referral form to the specialist when you go for your appointment. **Your PCP** may refer you for one or more visits and for different types of services. **Your PCP** must approve any referrals that a specialist may make to other **Providers**. Make sure that your **PCP** has made a referral before you go to any other **Provider**. A **PCP** may authorize a standing referral for specialty health care provided by a **Tufts HP Provider**.

**Authorized Reviewer approval**
If the specialist refers you to a non-**Tufts HP Provider**, the referral must be approved by your **PCP** and an **Authorized Reviewer**. In addition, certain **Covered Services** described in Chapter 3 must be authorized in advance by an **Authorized Reviewer**, or for mental health and substance abuse services, from a **Tufts HP Mental Health Authorized Reviewer**. If you do not obtain that authorization, the **Plan** will **not** cover those services and supplies.
About your **Primary Care Provider**, continued

When referrals are not required
The following **Covered Services** do not require a referral or prior authorization from your **Primary Care Provider**. Except as detailed earlier in this chapter, for **Urgent Care** outside of the **Tufts HP Service Area**, or for **Emergency care**, you must obtain these services from a **Tufts HP Provider**.

- **Emergency** care in an **Emergency room** or **Provider’s office** (Note: If you are admitted as an **Inpatient**, you or someone acting for you must call your **PCP** or **Tufts HP** within 48 hours after receiving care. Notification from the attending physician satisfies this requirement.)
- **Urgent Care** outside of the **Tufts HP Service Area** (Note: You must contact your **PCP** after **Urgent Care** **Covered Services** are rendered for any follow-up care.)
- **Urgent Care** within the **Service Area**, when received from your **PCP**, or from a **Limited Service Medical Clinic** or **Urgent Care Center** that participates with **Tufts Health Plan**.

- Mammograms at the following intervals:
  - one baseline at 35-39 years of age;
  - one every year at age 40 and older; or
  - as otherwise **Medically Necessary**.
- Care in a **Limited Service Medical Clinic** (if available).
- Pregnancy terminations.
- Routine eye exam.
- Medical treatment provided by an optometrist.
- Dental surgery, orthodontic treatment and management, or preventive and restorative dentistry, when provided for the treatment of cleft lip or cleft palate for **Children** under age 18;
- Spinal manipulation.
- The following specialty care provided by a **Tufts HP Provider** who is an obstetrician, gynecologist, certified nurse midwife or family practitioner:
  - Maternity care.
  - **Medically Necessary** evaluations and related health care services for acute or **Emergency** gynecological conditions.
  - Routine annual gynecological exam, including any follow-up obstetric or gynecological care determined to be **Medically Necessary** as a result of that exam.

**Financial Arrangements between Tufts HP and Tufts HP Providers**

**Methods of payment to Tufts HP Providers**
**Tufts HP**’s goal in compensation of **Providers** is to encourage preventive care and active management of illnesses. **Tufts HP** strives to be sure that the financial reimbursement system we use encourages appropriate access to care and rewards **Providers** for providing high quality care to **Members**. **Tufts HP** uses a variety of mutually agreed upon methods to compensate **Tufts HP Providers**.

The **Tufts HP Directory of Health Care Providers** indicates the method of payment for each **Provider**. Regardless of the method of payment, **Tufts HP** 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 HP** reviews the quality of care provided to our **Members** through its Quality of Health Care Program. You should feel free to discuss with your **Provider** specific questions about how he or she is paid.
Member Identification Card

Introduction
Tuits HP gives each Member a member identification card (Member ID card).

Reporting errors
When you receive your Member ID card, check it carefully. If any information is wrong, call a Member Specialist.

Identifying yourself as a Tufts HP Member
Your Member ID card is important because it identifies you as a Tufts HP Member. Please:
- carry your Member ID card at all times;
- have your Member ID card with you for medical, hospital and other appointments; and
- show your Member ID card to any Provider before you receive health care.

When you receive services, you must tell the office staff that you are a Tufts HP Member.

IMPORTANT NOTE: If you do not identify yourself as a Tufts HP Member, then
- the Plan may not pay for the services provided, and
- you would be responsible for the costs.

Membership requirement
You are eligible for benefits if you are a Member when you receive care. A Member ID card alone is not enough to get you benefits. If you receive care when you are not a Member, you are responsible for the cost.

Membership identification number
If you have any questions about your member identification number, please call a Member Specialist.
Utilization Management

Introduction
This section describes Tufts HP's utilization management program.

Utilization management
Tufts HP has a utilization management program. The purpose of the program is to control health care costs by evaluating whether health care services provided to Members are Medically Necessary and provided in the most appropriate and efficient manner. Under this program, Tufts HP sometimes engages in prospective, concurrent, and retrospective review of health care services.

Tufts HP uses prospective review to determine whether proposed treatment is Medically Necessary before that treatment begins. It is also referred to as "pre-service review".

Tufts HP engages in concurrent review to monitor the course of treatment as it occurs and to determine when that treatment is no longer Medically Necessary.

Retrospective review is used to evaluate care after the care has been provided. In some circumstances, Tufts HP engages in retrospective review to more accurately determine the appropriateness of health care services provided to Members. Retrospective review is also referred to as "post-service review".

<table>
<thead>
<tr>
<th>Type of Review</th>
<th>Timeframe for Determinations*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prospective (Pre-service) review</td>
<td>Within 2 working days of receiving all necessary information but no later than 15 days from receipt of the request.</td>
</tr>
<tr>
<td>Concurrent review</td>
<td>Within 1 working day of receiving all necessary information.</td>
</tr>
<tr>
<td>Retrospective (Post-service) review</td>
<td>30 days</td>
</tr>
<tr>
<td>Urgent care review</td>
<td>72 hours</td>
</tr>
</tbody>
</table>

*Timeframes for determinations may be extended under certain circumstances.

See Appendix B for more details on determination procedures under the Department of Labor's (DOL) Regulations.

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

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

IMPORTANT NOTE: Members can call Tufts Health Plan at the following numbers to determine the status or outcome of utilization review decisions:
- Mental health or substance abuse utilization review decisions: 1-800-208-9565;
- All other utilization review decisions: 1-800-462-0224.
Care Management
Some Members with Severe Illnesses or Injuries may warrant case management intervention under Tufts HP's care management program. Under this program, Tufts HP:

- encourages the use of the most appropriate and cost-effective treatment; and
- supports the Member's treatment and progress.

If a Member is identified by us as an appropriate candidate for care management or referred to the program, we may contact that Member and his or her Tufts HP Provider to discuss a treatment plan and establish prioritized goals. A Tufts HP Complex Care Manager may suggest alternative services or supplies available to the Member.

Tufts HP may periodically review the Member's treatment plan. Tufts HP will contact the Member and the Member’s Tufts HP Provider if Tufts HP identifies alternatives to the Member's current treatment plan that:

- qualify as Covered Services;
- are cost effective; and
- are appropriate for the Member.

A Severe Illness or Injury includes, but is 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;
- severe traumatic injury.

Individual case management (ICM)
In certain circumstances, Tufts HP may authorize an individual case management (“ICM”) plan for a Member with a Severe Illness or Injury. The ICM plan is designed to arrange for the most appropriate type, level, and setting of health care services and supplies for the Member.

As a part of the ICM plan, Tufts HP may authorize coverage for alternative services and supplies that do not otherwise constitute Covered Services for that Member. This will occur only if Tufts HP determines, in its sole discretion, that all of the following conditions are satisfied:

- the Member’s condition is expected to require medical treatment for an extended duration;
- the alternative services and supplies are Medically Necessary;
- the alternative services and supplies are provided directly to the Member with the condition;
- the alternative services and supplies are in place of more expensive treatment that qualifies as Covered Services;
- the Member and an Authorized Reviewer agree to the alternative treatment program; and
- the Member continues to show improvement in his or her condition, as determined periodically by an Authorized Reviewer.

Tufts HP 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, Tufts HP may modify or terminate coverage for the services or supplies provided pursuant to the ICM plan.
Chapter 2
Eligibility, Enrollment and Continuing Eligibility

Eligibility

Eligibility rule
You are eligible as a Subscriber only if you are an employee of a Group and you:

- meet the Plan’s eligibility rules (including the requirement for minimum hours described below); and
- live, work, or reside in the Service Area

Your Spouse or your Child is eligible as a Dependent only if you are a Subscriber and that Spouse or Child:

- qualifies as a Dependent, as defined in this Description of Benefits; and
- meets the Plan’s eligibility rules; and
- lives, works, or resides in the Service Area*

*Note: Children are not required to maintain live, work, or reside in the Service Area. However, care outside the Service Area is limited to Emergency or Urgent Care only.

Minimum Hours
In order to be eligible for coverage under the Plan, you must work a minimum of 17.5 hours per week.

If you do not live, work, or reside in Tufts HP’s Service Area
If you do not live, work, or reside in Tufts HP’s Service Area, you can be covered only if:

- you are a Child;
- you are a Dependent subject to a Qualified Medical Child Support Order (QMCSO); or
- you are a divorced Spouse for whom coverage is required.

Note: Care outside of the Service Area is limited to Emergency or Urgent Care services only. See “Coverage” in Chapter 1 for more information.

Proof of eligibility
Tufts HP may ask you for proof of you and your Dependents' eligibility or continuing eligibility. You must give Tufts HP proof when asked.

This may include proof of residence, marital status, birth or adoption of a Child, and legal responsibility for health care coverage.

Italicized words are defined in Appendix A.
Enrollment

When to enroll
You may enroll yourself and your eligible Dependents, if any, for this coverage only:

- during the annual Open Enrollment Period; or
- within 30 days of the date you or your Dependent is first eligible for this coverage.

Note: If you fail to enroll for this coverage when first eligible, you may be eligible to enroll yourself and your eligible Dependents, if any, at a later date. This will apply only if you:

- declined this coverage when you were first eligible because you or your eligible Dependent were covered under another group health plan or other health care coverage at that time; or
- declined this coverage when you were first eligible, and you have acquired a Dependent through marriage, birth, adoption, or placement for adoption.

In these cases, you or your eligible Dependent may enroll for this coverage within 30 days after any of the following events:

- your coverage under the other health coverage ends involuntarily;
- your marriage; or
- the birth, adoption, or placement for adoption of your Dependent Child.

In addition, you or your eligible Dependent may enroll for this coverage within 60 days after either of the following events:

- You or your 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
- You or your Dependent becomes eligible for a premium assistance subsidy under a state Medicaid plan or CHIP.

Effective Date of coverage
Enrolled Dependents' coverage starts when the Subscriber’s coverage starts, or at a later date if the Dependent becomes eligible after the Subscriber became eligible for coverage. A Dependent's coverage cannot start before the Subscriber’s coverage starts.

If you or your enrolled Dependent is an Inpatient on your Effective Date, your coverage starts on the later of:

- the Effective Date, or
- the date Tufts HP is notified and given the chance to manage your care.

Adding Dependents

When Dependents may be added
After you enroll, you may apply to add any Dependents who are not currently enrolled under the Plan only:

- during your Group's Open Enrollment Period; or
- within 30 days after any of the following events:
  - a change in your marital status,
  - the birth of a Child,
  - the adoption of a Child as of the earlier of the date the Child is placed with you for the purpose of adoption or the date you file a petition to adopt the Child,
  - a court orders you to cover a Child through a qualified medical child support order,
  - a Dependent loses other health care coverage involuntarily,
  - a Dependent moves into the Service Area, or
  - if your Group has an IRS qualified cafeteria plan, any other qualifying event under that plan.

Italicized words are defined in Appendix A.
Adding *Dependents*, continued

How to add *Dependents*

Follow the steps in the table below to add *Dependents*.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
</table>
| 1    | Do you have *Family Coverage*?  
  • If *yes*, go to the next step.  
  • If *no*, ask your *Group* to change your *Individual Coverage* to *Family Coverage*. |
| 2    | Fill out a member application form listing the *Dependents*. |
| 3    | Give the form to your *Group* either:  
  • during your *Group’s Open Enrollment Period*, or  
  • within 30 days after the date of an event listed above, under “When *Dependents* may be added.” |

**Effective Date of Dependents’ coverage**

If the *Plan* accepts your application to add *Dependents*, the *Plan Administrator* will notify you of the *Effective Date* of each *Dependent’s coverage*.

*Effective Dates* will be no later than:

- the date of the *Child’s* birth, adoption or placement for adoption; or
- in the case of marriage or loss of prior coverage, the date of the qualifying event.

**Availability of benefits after enrollment**

*Covered Services* for an enrolled *Dependent* are available as of the *Dependent’s Effective Date*. There are no waiting periods. *Maternity benefits* are available even if the pregnancy began before your *Effective Date*.

**Note**: The Plan will only pay for *Covered Services* which are provided on or after your *Effective Date*.

**Newborn *Children* and *Adoptive Children***

**Introduction**

This topic explains why it is very important to enroll and choose a *PCP* for newborn *Children* and *Adoptive Children*.

**Importance of enrolling and choosing a *PCP* for newborn *Children* and *Adoptive Children***

You must enroll your newborn *Child* within 30 days after the *Child’s* birth for the *Child* to be covered from birth. Otherwise, you must wait until the next *Open Enrollment Period* to enroll the *Child*. Choose a *PCP* for the newborn *Child* before or within 48 hours after the newborn *Child’s* birth. That way, the *PCP* can manage your *Child’s* care from birth.

You must enroll your *Adoptive Child* within 30 days after the *Child* has been adopted or placed for adoption with you for that *Child* to be covered from the date of his or her adoption. Otherwise, you must wait until the next *Open Enrollment Period* to enroll the *Child*.

**How to choose a *PCP* for newborn *Children* and *Adoptive Children***

Follow the steps in the table below to choose a *PCP* for a newborn *Child* or *Adoptive Child*.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Choose a <em>PCP</em> from the list of <em>PCPs</em> in the <em>Tufts HP Directory of Health Care Providers</em> or call a Member Specialist for help.</td>
</tr>
<tr>
<td>2</td>
<td>Call the <em>Provider</em> and ask him or her to be the newborn or <em>Adoptive Child’s PCP</em>.</td>
</tr>
<tr>
<td>3</td>
<td>If he or she agrees, call a Member Specialist to report your choice.</td>
</tr>
</tbody>
</table>

Italicized words are defined in Appendix A.
Continuing Eligibility for Dependents

Introduction
This topic tells you about continuing eligibility for Dependents.

When coverage ends
Dependent coverage for a Child ends on the last day of the month in which the Child’s 26th birthday occurs.

Coverage after termination
When a Child loses coverage under this Description of Benefits, he or she may be eligible for federal continuation coverage or to enroll in coverage under an individual contract. See Chapter 5 for more information.

How to continue coverage for Disabled Dependents
The Subscriber must follow the steps in the table below to continue coverage for a Disabled Dependent.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>About 30 days before the Child no longer meets the definition of Dependent, call a Member Specialist at 1-800-462-0224 or go to our Web site at <a href="http://www.tuftshealthplan.com">www.tuftshealthplan.com</a> for instructions on Step 2 below.</td>
</tr>
<tr>
<td>2</td>
<td>Give proof, acceptable to Tufts HP, of the Child’s disability.</td>
</tr>
</tbody>
</table>

When coverage ends
Disabled Dependent coverage ends when:

- the Dependent no longer meets the definition of a Disabled Dependent, or
- the Subscriber fails to give Tufts HP proof of the Dependent’s continued disability.

Coverage after termination
The former Disabled Dependent may be eligible for federal continuation coverage or to enroll in coverage under an individual contract. See Chapter 5 for more information.

Keeping the Plan’s records current
You must notify the Plan of any changes that affect you or your Dependents’ eligibility. Examples of these changes are:

- birth, adoption, changes in marital status, or death;
- your divorce;
- your remarriage
- moving out of the Service Area or temporarily residing out of the Service Area for more than 90 consecutive days;
- address changes; and
- changes in an enrolled Dependent’s status as a Child or Disabled Dependent.

Forms to report these changes are available from your Plan Administrator.
Chapter 3
Covered Services

Covered Services

When health care services are Covered Services

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

- listed as Covered Services in this chapter;
- Medically Necessary;
- 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 on our Web site at www.tuftshealthplan.com or by calling Member Services;
- provided to treat an injury, illness or pregnancy, except for preventive care;
- provided or authorized in advance by your PCP, except in an Emergency or for Urgent Care (see “When You Need Emergency or Urgent Care” earlier in this Description of Benefits for more information);
- approved by an Authorized Reviewer, in some cases; and
- in the case of Inpatient or intermediate mental health/substance abuse services, provided or authorized by a Designated Facility.

Authorized Reviewer approval: Certain Covered Services described in this chapter must be authorized in advance by an Authorized Reviewer. If such authorization is not received, the Plan will not cover those services and supplies.

Emergency care

- Emergency care in an emergency room; or
- in a Provider’s office (no PCP referral required).

Notes:

- The Emergency Room Copayment is waived if the Emergency room visit results in immediate hospitalization or Day Surgery.
- If you receive Emergency Covered Services from a non-Tufts HP Provider, the Plan will pay up to the Reasonable Charge. You pay the applicable Copayment.
- An Emergency Room Copayment may apply if you register in an Emergency room but leave that facility without receiving care.
- A Day Surgery Copayment may apply if Day Surgery services are received.
**Covered Services**, continued

**Outpatient care**

**Autism spectrum disorders – diagnosis and treatment** (prior approval by an Authorized Reviewer is required)
Coverage is provided for the diagnosis and treatment of autism spectrum disorders. 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 developmental disorders not otherwise specified.

*Tufts Health Plan* provides coverage for the following *Covered Services*:

- habilitative or rehabilitative care, which are 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 (BCBA)*. For more information about these programs, call the *Tufts Health Plan* Mental Health Department at 1-800-208-9565.
- prescription drugs, covered under your “Prescription Drug Benefit, described in Chapter 3;
- psychiatric and psychological care, covered under your “Mental Health and Substance Abuse Services” benefit, described in Chapter 3;
- Therapeutic care (including services provided by licensed or certified speech therapists, occupational therapists, physical therapists, or social workers), covered under your “Short term physical and occupational therapy services” and “Therapy for speech, hearing and language disorders” benefits, described in Chapter 3.

*For the purposes for 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.

**Cardiac rehabilitation services**
Services for *Outpatient* treatment of documented cardiovascular disease that are initiated within 26 weeks after diagnosis of cardiovascular disease.

The *Plan* covers only the following services:

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

**Note:** The *Plan* does **not** cover the program phase that maintains rehabilitated cardiovascular health.

**Chiropractic care**
See “Spinal manipulation”.

**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.

**Important Notes:**

- The *Plan* will only cover these services when provided by a *Tufts HP Provider* who is a certified diabetes health care provider.
- Medical nutritional therapy provided under this benefit is not subject to any visit limit described in the “Nutritional counseling” benefit later in this chapter.
Covered Services, continued

Outpatient care (continued)

Early intervention services for a Dependent Child

Services provided by early intervention programs. Early intervention services include, but are not limited to:

- occupational therapy;
- physical therapy;
- speech therapy;
- nursing care; and
- psychological counseling.

These services are available to Members from birth until their third birthday.

Family planning

Coverage is provided for Outpatient contraceptive services, including consultations, examinations, procedures and medical services, which are related to the use of all contraceptive methods that have been approved by the United States Food and Drug Administration (FDA).

- Procedures
  - sterilization; and
  - pregnancy terminations (no PCP referral required).

- Services
  - medical examinations;
  - consultations;
  - birth control counseling; and
  - genetic counseling.

- Contraceptives
  - cervical caps;
  - Intrauterine devices (IUDs);
  - Implantable contraceptives (e.g., Implanon® (etonorgestrel), levonorgestrel implants);
  - Depo-Provera or its generic equivalent; and
  - any other Medically Necessary contraceptive device that has been approved by the United States Food and Drug Administration*.

*Note: Please note that Tufts HP covers certain contraceptives, such as oral contraceptives, over-the-counter female contraceptives, and diaphragms, under a Prescription Drug Benefit. If those contraceptives are covered under that benefit, they are not covered here. In addition, please note that contraceptives and female sterilization procedures are covered in full.
**Covered Services**, continued

*Outpatient care* (continued)

**Hemodialysis**
- *Outpatient* hemodialysis, including home hemodialysis; and
- *Outpatient* peritoneal dialysis, including home peritoneal dialysis.

**Infertility services**
Diagnosis and treatment of infertility* in accordance with applicable law.

Oral and injectable drug therapies used in the treatment of infertility associated with the **Covered Services** below are considered **Covered Services** only when the **Member** is covered by a Prescription Drug Benefit and the **Member** has been approved for associated infertility services. If applicable, see your Prescription Drug Benefit section for your **Cost Sharing Amounts**.

Infertility services include:

(I.) the following services and supplies provided in connection with an infertility evaluation:
- diagnostic procedures and tests; and
- procurement, processing, and long-term (longer than 90 days) banking of sperm when associated with active infertility treatment.

(II.) the following procedures when approved in advance by an **Authorized Reviewer**:
- artificial insemination (intrauterine or intracervical); and
- procurement and processing of eggs or inseminated eggs or banking of inseminated eggs when associated with active infertility treatment.

**Note**: Donor sperm is only covered when the partner has a diagnosis of male factor infertility.

(III.) the following Assisted Reproductive Technology ("ART") procedures when approved in advance by an **Authorized Reviewer****:
- I.V.F. (in-vitro fertilization and embryo transfer);
- D.O. (donor oocyte);
- F.E.T. (frozen embryo transfer);
- G.I.F.T. (gamete intra-fallopian transfer);
- Z.I.F.T. (zygote intra-fallopian transfer);
- Assisted hatching; and

**Note**: Artificial insemination and the ART procedures described above will only be considered **Covered Services** for **Members** with infertility:
- who meet **Tufts HP’s** eligibility requirements, which are based on the **Member’s** medical history;
- who meet the eligibility requirements of **Tufts HP’s** contracting Infertility Services providers; and
- with respect to the procurement and processing of donor sperm, eggs or inseminated eggs or banking of donor sperm or inseminated eggs, to the extent such costs are **not** covered by the donor’s health care coverage, if any.

*Infertility is defined as the condition of a **Member** who has been unable to conceive or product conception during a period of one year if the female is age 35 or younger or during a period of six months if the female is over the age of 35. For purposes of meeting the criteria for infertility, if a person conceives but is unable to carry that pregnancy to live birth, the period of time she attempted to conceive prior to achieving that pregnancy shall be included in the calculation of the one year or six month period, as applicable.*

*Italicized words are defined in Appendix A.*
Covered Services, continued

Outpatient care, (continued)

Maternity care - Routine and Non-Routine
- prenatal care, exams, and tests; and
- postpartum care provided in a Provider's office.

Notes:
- Providers may collect Copayments in a variety of ways for this coverage (for example, at the time of your first visit, at the end of your pregnancy, or in installments). Please check with your Provider.
- Routine prenatal tests are covered in full, in accordance with the ACA.

Oral health services
- Emergency care
  X-rays and Emergency oral surgery in a Provider's office or emergency room to temporarily stabilize damaged tissues or reposition sound, natural and permanent teeth that have moved or have broken due to injury. You must receive this care within 48 hours after the injury. The injury must have been caused by a source outside the mouth.

  Note: The Emergency Room Copayment is waived if the Emergency room visit results in immediate hospitalization or Day Surgery.

- Non-Emergency care

  Important Note: All Non-Emergency oral health services performed in an Inpatient or Day Surgery setting must be approved in advance by an Authorized Reviewer and meet Medical Necessity guidelines in order to be covered. For more information or to review the Medical Necessity guidelines, please call Member Services or see our Web site at www.tuftshealthplan.com.

- Hospital, physician, and surgical charges for the following conditions:
  - Surgical treatment of skeletal jaw deformities;
  - Surgical treatment of cleft lip or cleft palate for Children under the age of 18; or
  - Surgical treatment for Temporomandibular Joint Disorder (TMJ).

- In certain specific instances, the costs of Inpatient services and Day Surgery for certain additional oral health services are covered. In order for these services (described in the chart below) to be covered, the following clinical criteria must be met:
  - the Member cannot safely and effectively receive oral health services in an office setting because of a specific and serious nondental organic impairment (for example, hemophilia), AND
  - the Member requires these services in order to maintain his/her health (and the services are not cosmetic or Experimental).

<table>
<thead>
<tr>
<th>IF you meet the above criteria and require these services…</th>
<th>THEN you are covered for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surgical removal of impacted teeth when embedded in bone</td>
<td>Hospital, physician, and surgical charges.</td>
</tr>
<tr>
<td>Surgical removal of unerupted teeth when embedded in bone</td>
<td>Hospital, physician, and surgical charges.</td>
</tr>
<tr>
<td>Extraction of seven or more permanent teeth during one visit</td>
<td>Hospital, physician, and surgical charges.</td>
</tr>
<tr>
<td>Any other non-covered dental procedure that meets the above criteria.</td>
<td>Hospital charges only.</td>
</tr>
</tbody>
</table>

Note: Non-Emergency oral health services are not covered when performed in an office setting.
Covered Services, continued

Outpatient care, (continued)

Outpatient medical care
- Allergy testing (including antigens) and treatment, and allergy injections.
- chemotherapy;
- cytology examinations (Pap Smears) - one annual screening for women age 18 and older, or as otherwise Medically Necessary;
- diagnostic imaging, including general imaging (such as x-rays and ultrasounds) and MRI/MRA, CT/CTA, and PET tests and nuclear cardiology (may require the approval of an Authorized Reviewer);
- diagnostic or preventive screening procedures (for example, colonoscopies, endoscopies, sigmoidoscopies, and proctosigmoidoscopies) (requires the prior approval of an Authorized Reviewer);
- human leukocyte antigen testing or histocompatibility locus antigen testing for use in bone marrow transplantation 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;
- immunizations;
- laboratory tests, including, but not limited to, blood tests, urinalysis, throat cultures, glycosylated hemoglobin (HbA1c), genetic testing, and urinary protein/microalbumin and lipid profiles. Important Note: Laboratory tests must be ordered by a physician, physician assistant, or nurse practitioner and must be performed at a licensed laboratory. Some laboratory tests (e.g., genetic testing) may require the approval of an Authorized Reviewer. In addition, in compliance with the ACA, laboratory tests associated with routine preventive care are covered in full;
- lead screenings;
- mammograms (no PCP referral required) at the following intervals:
  - one baseline at 35-39 years of age,
  - one every year at age 40 and older,
  - or as otherwise Medically Necessary;
- Medically Necessary diagnosis and treatment of speech, hearing and language disorders (services may require the approval of an Authorized Reviewer) Note: Short-term cognitive retraining or cognitive rehabilitation services are covered under this benefit only when provided to restore function lost or impaired as the result of an accidental injury or sickness. In order 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:
- Nutritional counseling
- Office visits to diagnose and treat illness or injury.
  Note: This includes Medically Necessary evaluations and related health care services for acute or Emergency gynecological conditions (no PCP referral required), and visits to a Limited Service Medical Clinic.
- Outpatient surgery in a Provider’s office.
- radiation therapy;
- respiratory therapy and pulmonary rehabilitation services.

Patient care services provided as part of a qualified clinical trial for the treatment of cancer or other life-threatening diseases or conditions:
To the extent required by applicable law, patient care services provided as part of a qualified clinical trial conducted to prevent, detect, or treat 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.
Covered Services, continued
Outpatient care, (continued)

Pediatric dental care for Members under age 12
- preventive services:
  - oral prophylaxis (cleaning, scaling, and polishing of teeth) - once every 6 months
  - fluoride treatment - once every 6 months
- diagnostic services:
  - complete initial oral exam and charting - once per dentist
  - periodic oral exam - once every 6 months
- X-rays:
  - full mouth (complete set) - once every 5 years
  - chewing (back teeth) - once every 6 months
  - periodicals (single tooth) - as needed

Important: You must choose a dentist for your Dependent Child from the preferred dental provider directory. No referral is required from your Child’s PCP. For more information about benefits and providers under this benefit, call Delta Dental of Massachusetts at 617-886-1234 or 800-872-0500.

Preventive health care for Members under age 6
- preventive care services from the date of birth until age 6, including:
  - physical examination, including limited developmental testing with interpretation and report;
  - history;
  - measurements;
  - sensory screening;
  - neuropsychiatric evaluation; and
  - developmental screening and assessment at the following intervals:
    - 6 times during the first year after birth,
    - 3 times during the second year after birth, and
    - annually from age 2 until age 6.
- Coverage is also provided for:
  - hereditary and metabolic screening at birth;
  - appropriate immunizations and tuberculin tests;
  - hematocrit, hemoglobin, or other appropriate blood tests;
  - urinalysis as recommended by a Tufts HP Provider; and
  - newborn auditory screening tests, as required by applicable law.

Note: Any follow-up care determined to be Medically Necessary as a result of a routine physical exam is subject to an Office Visit Copayment.

Preventive health care for Members age 6 and older
- routine physical examinations, including appropriate immunizations and lab tests as recommended by a Tufts HP Provider; and
- routine annual gynecological exam, including any follow-up obstetric or gynecological care determined to be Medically Necessary as a result of that exam (no PCP referral required) and hormone replacement therapy services;

Note: Any follow-up care determined to be Medically Necessary as a result of a routine physical exam or a routine annual gynecological exam is subject to an Office Visit Copayment.
Covered Services, continued

Outpatient care, (continued)

Short term physical and occupational therapy services
Services may require the approval of an Authorized Reviewer
Short term physical and occupational services, including up to 2 evaluations per Contract Year, are covered only when provided to restore function lost or impaired as the result of an accidental injury or sickness. For these services to be covered, Tufts HP must determine that the Member’s condition is subject to significant improvement within a period of 60 days from the initial treatment as a direct result of these therapies.

Massage therapy may be covered as a treatment modality 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, and, if applicable, prior authorization guidelines.

Note: Benefit limits do not apply to the treatment of autism spectrum disorders.

Smoking cessation counseling services
Smoking cessation counseling sessions, including individual, group, and telephonic smoking cessation counseling services that:
• are provided in accordance with current guidelines established by the United States Department of Health and Human Services; and
• meet the requirements of the federal Patient Protection and Affordable Care Act.

Note: Coverage is also provided for prescription smoking cessation agents. For more information, see the “What is Covered” provision within the “Prescription Drug Benefit” section later in this chapter.

Spinal manipulation
Manual manipulation of the spine (no PCP referral required), including up to 1 evaluation and 20 visits per Contract Year.

Urgent care in an Urgent Care Center
(see “Emergency and Urgent Care” earlier in this document for more information about referrals for these services)

Vision care services
• Routine eye examination: Coverage is provided for one routine eye examination every 12 months per calendar year (no PCP referral required). Note: You must receive routine eye examinations from a Provider in the EyeMed Vision Care network in order to obtain coverage for these services. Please go to www.tuftshealthplan.com or contact Member Services for more information. Except as described below, in order to be covered for services to treat a medical condition of the eye, you must obtain a referral from your PCP for services from a Tufts HP Provider.
• Other vision care services: Coverage is provided for eye examinations and necessary treatment of a medical condition (no PCP referral is required for medical treatment provided by an optometrist).

Note: One pair of eyeglass lenses and standard frames will be covered following a Member’s cataract surgery or other surgery to replace the natural lens of the eye, when the Member does not receive an intraocular implant. See “Benefit Overview” earlier in this document to determine the Cost Sharing Amount applicable to these lenses and frames.

Day Surgery
• Outpatient surgery done under anesthesia in an operating room of a facility licensed to perform surgery.
• You must be expected to be discharged the same day and be shown on the facility’s census as an Outpatient.

Note: Certain Day Surgeries require the prior approval of an Authorized Reviewer. Please contact Member Services for information about which Day Surgeries require this approval.
Covered Services, continued

Inpatient care

Bone marrow transplants for breast cancer, hematopoietic stem cell transplants, and human solid organ transplants
(must be approved by an Authorized Reviewer)

- Bone marrow transplants for Members diagnosed with breast cancer that has progressed to metastatic disease.
- Hematopoietic stem cell transplants and human solid organ transplants provided to Members. These services must be provided at a Tufts HP designated transplant facility. The Plan covers charges incurred by the donor in donating the stem cells or solid organ to the Member, but only to the extent that charges are not covered by any other health care coverage. This includes:
  - evaluation and preparation of the donor, and
  - surgery and recovery services when those services relate directly to donating the stem cells or solid organ to the Member.

Notes:
- The Plan does not cover donor charges of Members who donate stem cells or solid organs to non-Members.
- The Plan covers a Member’s donor search expenses for donors related by blood.
- The Plan covers the Member’s donor search expenses for up to 10 searches for donors not related by blood. Additional donor search expenses for unrelated donors must be approved by an Authorized Reviewer.
- The Plan covers a Member’s human leukocyte antigen (HLA) testing. See “Outpatient medical care” earlier in this chapter for more information.

Extended care (Extended care services require prior approval by an Authorized Reviewer)

In an extended care facility (skilled nursing facility, rehabilitation hospital, or chronic hospital) for:
- skilled nursing services;
- chronic disease services; or
- rehabilitative services.
**Covered Services**, continued

*Inpatient care*, (continued)

**Hospital services (Acute care)**
- anesthesia;
- diagnostic tests and lab services;
- drugs;
- dialysis;
- intensive care/coronary care;
- nursing care;
- physical, occupational, speech, and respiratory therapies;
- Provider’s services while hospitalized.
- radiation therapy;
- semi-private room (private room when Medically Necessary); and
- surgery (may require prior approval by an Authorized Reviewer).

**Maternity care** (no PCP referral required)
- hospital and delivery services, and
- well newborn Child care in hospital.

Includes 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.

**Notes:**
- Covered Services will include one home visit by a registered nurse, physician, or certified nurse midwife and additional home visits, when Medically Necessary and provided by a licensed health care provider. Covered Services will also include, but not be limited to, parent education, assistance, and training in breast or bottle feeding and the performance of any necessary and appropriate clinical tests.
- These Covered Services will be available to a mother and her newborn Child regardless of whether or not there is an early discharge (hospital discharge less than 48 hours following a vaginal delivery or 96 hours following a caesarean delivery).

**Patient care services provided as part of a qualified clinical trial for the treatment of cancer or other life-threatening diseases or condition**

To the extent required by applicable law, patient care services provided as part of a qualified clinical trial conducted to prevent, detect, or treat cancer or other life-threatening diseases or conditions are covered to the same extent as those Inpatient services would be covered if the Member did not receive care in a qualified clinical trial.
Covered Services, continued

Inpatient care, (continued)

Reconstructive surgery and procedures
Coverage is provided for the cost of:

- services required to relieve pain or to 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 (must be approved by an Authorized Reviewer);

- 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, and
  - prostheses* and treatment of physical complications of all stages of mastectomy (including lymphedema).

  *Breast prostheses are covered as described under “Prosthetic devices” later in this chapter.

Removal of a breast implant is covered when any one of the following conditions exists:

- the implant was placed post-mastectomy;
- there is documented rupture of a silicone implant; or
- there is documented evidence of auto-immune disease.

Important: No coverage is provided for the removal of ruptured or intact saline breast implants or intact silicone breast implants except as specified above.

Notes:

- Cosmetic surgery is not covered.
- Except as described above in connection with a mastectomy, Authorized Reviewer approval is required before you receive any reconstructive surgery or procedure (regardless of whether the procedure is authorized by your PCP).
Covered Services, continued
Mental Health and Substances Abuse Services (Outpatient, Inpatient, and Intermediate)

Mental health and substance abuse services include the following Outpatient, Inpatient and Intermediate care services:

**Outpatient mental health and substance abuse services for Mental Disorders**
Services to diagnose and treat Mental Disorders (including diagnosis, detoxification, and treatment of substance abuse disorders), given by the following Tufts HP Providers:

- psychiatrists;
- psychologists;
- licensed mental health counselors;
- licensed independent clinical social workers;
- licensed psychiatric nurses who are certified as clinical specialists in psychiatric and mental health nursing.

**Notes:**
- Psychopharmacological services and neuropsychological assessment services are covered as “Office visits to diagnose and treat illness or injury” as described earlier in this chapter.
- Prior authorization by a Tufts HP Mental Health Authorized Reviewer is required for psychological testing and neuropsychological assessment services.
- Outpatient mental health and substance abuse services require prior authorization. Please see “Outpatient mental health/substance abuse services” in Chapter 1 for more information.

**Inpatient and intermediate mental health and substance abuse services for Mental Disorders**
(Authorization is required for these services. See “Inpatient and intermediate mental health/substance abuse services” in Chapter 1 for more information.)

- Inpatient mental health and substance abuse services for Mental Disorders in:
  - a general hospital;
  - a mental health hospital; or
  - a substance abuse facility.

- Intermediate mental health and substance abuse services. These services are more intensive than traditional Outpatient mental health and substance abuse services, but less intensive than 24-hour hospitalization. Some examples of Covered intermediate mental health and substance abuse services are:
  - level III community-based detoxification;
  - acute residential treatment (longer term residential treatment is not covered);
  - crisis stabilization;
  - day treatment/partial hospital programs*; and
  - intensive Outpatient programs.
Covered Services, continued

Other Health Services

Ambulance services
- Ground, sea and helicopter ambulance transportation for Emergency care.
- Airplane ambulance services (e.g., Medflight) when approved by an Authorized Reviewer.
- Non-emergency, Medically Necessary ambulance transportation between covered facilities (approval by an Authorized Reviewer may be required).
- Non-emergency ambulance transportation for Medically Necessary care when the medical condition of the Member prevents safe transportation by any other means. Approval by an Authorized Reviewer may be required.

Important Note: 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 will be responsible for the costs of this treatment.

Cleft lip or cleft palate treatment and services for Children (Prior approval by an Authorized Reviewer is required, except as specified below)

The following services are covered for Children under the age of 18:
- **Medical and facial surgery**: Covered as described under “Day Surgery”, “Hospital services (acute care)”, and “Reconstructive surgery and procedures” earlier in this chapter. This includes surgical management and follow-up care by plastic surgeons.
- **Oral surgery**: Covered as described under “Oral health services” earlier in this chapter. This includes surgical management and follow-up care by oral surgeons.
- **Dental surgery or orthodontic treatment and management**: No referral is required from the Child’s PCP is required for these services.
- **Preventive and restorative dentistry** to ensure good health and adequate dental structures for orthodontic treatment or prosthetic management therapy. No referral is required from the Child’s PCP is required for these services.
- **Speech therapy and audiology services**: Covered as described under “Therapy for speech, hearing and language disorders” earlier in this chapter.
- **Nutrition services**: Covered as described under “Nutritional counseling” earlier in this chapter.

Services must be prescribed by the treating physician or surgeon, and that Provider must certify that the services are Medically Necessary and are required because of the cleft lip or cleft palate.
Covered Services, continued

Other Health Services, (continued)

Durable Medical Equipment
Equipment must meet the following definition of "Durable Medical Equipment".

Durable Medical Equipment is a device or instrument of a durable nature that:
- is reasonable and necessary to sustain a minimum threshold of independent daily living;
- is made primarily to serve a medical purpose;
- is not useful in the absence of illness or injury;
- can withstand repeated use; and
- can be used in the home.

In order to be eligible for coverage, the equipment must also be the most appropriate available amount, supply or level of service for the Member in question considering potential benefits and harms to that individual, as determined by Tufts Health Plan.

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

Note: Certain Durable Medical Equipment may require Authorized Reviewer approval.

| Important Note: You may be responsible for paying towards the costs of Durable Medical Equipment covered under this plan. To determine whether your Durable Medical Equipment is subject to Coinsurance, please see the “Benefit Overview” and “Benefit Limits” sections at the front of this Description of Benefits. |

The following examples of covered and non-covered items are for illustration only. Please call a Member Specialist with questions about whether a particular piece of equipment is covered.

Below are examples of commonly covered items (this list is not all-inclusive):
- the 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 physician;
- cranial helmets;
- the following equipment when used to diagnose or treat diabetes mellitus Type 1 (insulin-dependent diabetes), diabetes mellitus Type 2 (insulin or non-insulin dependent diabetes), or gestational diabetes:
  - blood glucose monitors, including voice synthesizers for blood glucose monitors for use by the legally blind,
  - therapeutic/molded shoes and shoe inserts for a Member with severe diabetic foot disease; and
  - visual magnifying aids;
- gradient stockings (up to three pairs per calendar year);
- oral appliances for the treatment of sleep apnea;
- oxygen concentrators (stationary and portable);
- prosthetic devices, except for arms, legs or breasts*;
  *Important Note: Breast prostheses and prosthetic arms and legs (in whole or in part) are covered under the "Prosthetic Devices" benefit later in this chapter.
- scalp hair prostheses made specifically for an individual or a wig, and provided for hair loss due to alopecia areata, alopecia totalis, or permanent loss of scalp hair due to injury. (Note: Please see “Scalp hair prostheses or wigs for cancer or leukemia patients” later in this chapter);
- power/motorized wheelchairs;

Tufts HP 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 HP to provide such equipment.

(continued on next page)
Covered Services, continued

Other Health Services, (continued)

Durable Medical Equipment, continued

Below are examples of non-covered items (this list is not all-inclusive). Please call Member Services for all questions regarding coverage of Durable Medical Equipment:

- air conditioners, dehumidifiers, HEPA filters and other filters, and portable nebulizers;
- articles of special clothing, and mattress and pillow covers, including hypo-allergenic versions;
- bed-related items, including bed trays, bed pans, bed rails, over-the-bed tables, and bed wedges;
- car seats;
- car/van modifications;
- comfort or convenience devices;
- dentures;
- ear plugs;
- exercise equipment and saunas;
- fixtures to real property, such as ceiling lifts, elevators, ramps, stair lifts, or stair climbers;
- heating pads, hot water bottles, and paraffin bath units;
- home blood pressure monitors and cuffs;
- hot tubs, jacuzzis, swimming pools, or whirlpools;
- mattresses, except for mattresses used in conjunction with a hospital bed and ordered by a Provider. 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.
- breast prostheses and prosthetic arms and legs. For more information about these covered devices, see “Prosthetic Devices” later in this chapter.

Hearing aids

Coverage is provided for:

- hearing aids (one per ear per prescription change) for Children age 21 or younger, including hearing aid evaluations, the fitting and adjustment of hearing aids, and supplies, including ear molds, as required under Massachusetts law. Coverage is provided up to $2,000 per ear every 36 months. This includes both the amount the Plan pays and the member’s cost-sharing amount.
Covered Services, continued

Other Health Services (continued)

Home health care (must be approved by an Authorized Reviewer)
The Plan will cover the following services for Members who are homebound*:

- home visits by a Tufts HP Provider;
- skilled nursing care and physical therapy; and
- 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;
  - the use of Durable Medical Equipment; and
  - the services of a part-time home health aide.

*Homebound: To be considered homebound, you do not have to be bedridden. However, your condition should be such that there exists a normal inability to leave the home and, consequently, leaving the home would require a considerable and taxing effort. If you leave the home, you may be considered homebound if the absences from the home are infrequent or for periods of relatively short duration, or to receive medical treatment.

Note: Home health care services for physical and occupational therapies following an injury or illness are only covered to the extent that those services are provided to restore function lost or impaired, as described under “Short term physical and occupational services” earlier in this chapter. However, those home health care services are not subject to the 60-day period for significant improvement requirement listed under “Short term physical and occupational services” or the visit limits listed under “Benefit Limits” earlier in this document.

Hospice care services (must be approved by an Authorized Reviewer)
The Plan will cover the following services for Members who are terminally ill (having a life expectancy of 6 months or less):

- Provider services;
- nursing care provided by or supervised by a registered professional nurse;
- social work services;
- volunteer services; and
- counseling services (including bereavement counseling services for the Member’s family for up to one year following the Member’s death).

“Hospice care services” are defined as a coordinated licensed program of services provided, during the life of the Member, to a terminally ill Member. Such services can be provided:

- in a home setting;
- on an Outpatient basis; and
- on a short-term Inpatient basis, for the control of pain and management of acute and severe clinical problems which cannot, for medical reasons, be managed in a home setting.
Covered Services, continued

Other Health Services (continued)
Injectable, infused or inhaled medications
Injectable, infused or inhaled medications that are: (1) required for and are an essential part of an office visit to diagnose and treat illness or injury; or (2) received at home with drug administration services by a home infusion Provider. Medications may include, but are not limited to, total parenteral nutrition therapy, chemotherapy, and antibiotics.
Notes:
- Prior authorization and quantity limitations may apply.
- There are designated home infusion Providers for a select number of specialized pharmacy products and drug administration services. These Providers offer clinical management of drug therapies, nursing support, and care coordination to Members with acute and chronic conditions. Medications offered by these Providers include, but are not limited to, medications used in the treatment of hemophilia, pulmonary arterial hypertension, immune deficiency, and enzyme replacement therapy. Please contact Member Services or see our Web site for more information on these medications and Providers.
- Coverage includes the components required to administer these medication, including but not limited to, hypodermic needles and syringes, Durable Medical Equipment, supplies, pharmacy compounding, and delivery of drugs and supplies.
- Medications that are listed on the Tufts HP Web site as covered under a Tufts HP pharmacy benefit are not covered under the “Injectable, infused, or inhaled medications” benefit. For more information, call Member Services or check our Web site at www.tuftshealthplan.com.

Low protein foods
When provided to treat inherited diseases of amino acids and organic acids.

Medical supplies
The Plan covers the cost of certain types of medical supplies from an authorized vendor, including:
- ostomy, tracheostomy, catheter, and oxygen supplies; and
- insulin pumps and related supplies.
Notes:
- These medical supplies must be obtained from a vendor that has an agreement with Tufts HP to provide such supplies.
- Contact a Member Specialist with coverage questions.

Prosthetic devices
Tufts HP covers the cost (including repairs) of breast prostheses and prosthetic arms and legs. Coverage is provided for the most appropriate Medically Necessary model. Prior approval by an Authorized Reviewer is required. Please see page 31 for more information about when you are responsible for obtaining this approval *.

*Important Note: Prior approval by an Authorized Reviewer is not required for breast prostheses provided in connection with a mastectomy.

Nonprescription enteral formulas (prior approval by an Authorized Reviewer may be required)
Coverage is provided:
- for home use for 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.
- when Medically Necessary: infant formula for milk or soy protein intolerance; formula for premature infants; and supplemental formulas for growth failure.
Covered Services, continued

Other Health Services (continued)

Scalp hair prostheses or wigs for cancer or leukemia patients
Scalp hair prostheses or wigs worn for hair loss suffered as a result of the treatment of any form of cancer or leukemia. Covered in full up to a maximum benefit of $350 per calendar year.

Note: Please also see “Durable Medical Equipment” earlier in this chapter.

Special Medical Formulas (prior approval by an Authorized Reviewer may be required)
For the treatment of:
- phenylketonuria (PKU), tyrosinemia, homocystinuria, maple syrup urine disease, propionic academia, and methylmalonic acidemia; or
- when Medically Necessary, to protect the unborn fetuses of women with PKU.

Prescription Drug Benefit

Introduction
This section describes the prescription drug benefit. The following topics are included in this section to explain your prescription drug coverage:
- How Prescription Drugs Are Covered
- Prescription Drug Coverage Table
- What is Covered
- What is Not Covered
- Tufts HP Pharmacy Management Programs
- Filling Your Prescription

How Prescription Drugs Are Covered
Prescription drugs will be considered Covered Services only if they comply with the “Tufts HP Pharmacy Management Programs” section described below and are:
- listed below under “What is Covered”;
- approved by the United States Food and Drug Administration (FDA);
- provided to treat an injury, illness, or pregnancy;
- Medically Necessary; and
- written by a Tufts HP participating Provider, except in cases of authorized referral or in Emergencies.

For a current list of covered drugs, please go to our Web site at www.tuftshealthplan.com, or call a Member Specialist. For a list of non-covered drugs, call Member Services.

The “Prescription Drug Coverage Table” below describes your prescription drug benefit amounts.
- Tier-1 drugs have the lowest level Cost Sharing Amount; many generic drugs are on Tier-1.
- Tier-2 drugs have the middle level Cost Sharing Amount.
- Tier-3 drugs have the highest level Cost Sharing Amount

Note: Prescribed, orally administered anticancer medications used to kill or slow the growth of cancerous cells are covered in full when filled at a Tufts Health Plan designated pharmacy. These medications are not subject to any prescription drug deductible, if one applies to your plan.
 Covered Services, continued

Prescription Drug Benefit, Continued

<table>
<thead>
<tr>
<th>PRESCRIPTION DRUG COVERAGE TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DRUGS OBTAINED AT A RETAIL PHARMACY:</strong></td>
</tr>
<tr>
<td>Covered prescription drugs (including both acute and maintenance drugs), when you obtain them directly from a Tufts HP designated retail pharmacy.</td>
</tr>
<tr>
<td><strong>Tier-1 drugs:</strong> &amp; <strong>Tier-2 drugs:</strong> &amp; <strong>Tier-3 drugs:</strong></td>
</tr>
<tr>
<td>$15 for up to a 30-day supply &amp; $30 for up to a 30-day supply &amp; $50 for up to a 30-day supply</td>
</tr>
<tr>
<td>$30 for a 31-60 day supply &amp; $60 for a 31-60 day supply &amp; $100 for a 31-60 day supply</td>
</tr>
<tr>
<td>$45 for a 61-90 day supply &amp; $90 for a 61-90 day supply &amp; $150 for a 61-90 day supply</td>
</tr>
</tbody>
</table>

**Note:** If you fill your prescription in a state that allows you to request a brand-name drug even though your Provider authorizes the generic equivalent, you will pay the applicable Tier Cost Sharing Amount plus the difference in cost between the brand-name drug and the generic drug.

| **DRUGS OBTAINED THROUGH A MAIL SERVICES PHARMACY:** |
| Most maintenance medications, when mailed to you through a Tufts HP designated mail services pharmacy. |
| **Tier-1 drugs:** & **Tier-2 drugs:** & **Tier-3 drugs:** |
| $30 for up to a 90-day supply & $60 for up to a 90-day supply & $150 for up to a 90-day supply |

Italicized words are defined in Appendix A.

To contact Member Services, call 1-800-462-0224, or see our Web site at www.tuftshealthplan.com.
Covered Services, continued

Prescription Drug Benefit, continued

What is Covered

The Plan covers the following under this Prescription Drug Benefit:

- Prescribed drugs including hormone replacement therapy for peri and post-menopausal women that by law require a prescription and are not listed under “What is Not Covered” (see “Important Notes” below). Insulin, insulin pens, insulin needles and syringes; lancets; blood glucose, urine glucose, and ketone monitoring strips; and oral diabetes medications that influence blood sugar levels.

- Acne medications for individuals through the age of 25.

- Contraceptives, including oral contraceptives, diaphragms, and other self-administered hormonal contraceptives (e.g., patches, rings) that by law require a prescription, and FDA-approved over-the-counter female contraceptives (e.g., female condoms or contraceptive spermicides) when prescribed by a licensed Provider and dispensed at a pharmacy pursuant to a prescription, are covered in full.*

  *Note: This Prescription Drug Benefit only describes coverage for oral contraceptives, diaphragms, and other self-administered hormonal contraceptives (e.g., patches, rings) that by law require a prescription, and FDA-approved over-the-counter female contraceptives when prescribed by a licensed Provider and dispensed at a pharmacy pursuant to a prescription. See “Family planning” earlier in this chapter for information about other contraceptive drugs and devices that qualify as Covered Services.

- Fluoride for Children.

- Injectables and biological serum included on the list of covered drugs on the Tufts HP Web site. Medically Necessary hypodermic needles and syringes required to inject these medications are also covered. For more information, call Member Services or see our Web site at www.tuftshealthplan.com.

- Prefilled sodium chloride for inhalation (both prescription and over-the-counter).

- Off-label use of FDA-approved prescription drugs used in the treatment of cancer or HIV/AIDS which have not been approved by the FDA for that indication, provided, however, that such a drug is recognized for such treatment:
  - in one of the standard reference compendia;
  - in the medical literature; or
  - by the Commissioner of Insurance.

- Compounded medications, if at least one active ingredient requires a prescription by law and is FDA-approved. Compounding kits that are not FDA-approved and include prescription ingredients that are readily available may not be covered. To confirm whether the specific medication or kit is covered under this plan, please call Member Services.

- Over-the-counter drugs included in the list of covered drugs on the Tufts HP Web site. For more information, call Member Services or see our Web site at www.tuftshealthplan.com.

- Prescription smoking cessation agents.

Note: Certain prescription drug products may be subject to one of the “Tufts HP Pharmacy Management Programs” described below.
**Covered Services**, continued

**Prescription Drug Benefit**, continued

**What is Not Covered**

The *Plan* does not cover the following under this Prescription Drug Benefit:

- Prescription and over-the-counter homeopathic medications.
- Drugs that by law do not require a prescription (unless listed as covered in the "What is Covered" section above).
- Drugs that are part of our “Non-Covered Drugs with Suggested Alternatives” pharmacy management program unless they are approved for coverage for you through the medical review process. See “Pharmacy Management Programs” and “Important Notes” later in this chapter.
- Vitamins and dietary supplements (except prescription prenatal vitamins and fluoride for *Children*, vitamins required under the Affordable Care Act and fluoride for *Children*).
- Topical and oral fluorides for adults.
- Medications for the treatment of idiopathic short stature.
- Cervical caps, IUDs, implantable contraceptives (e.g., Implanon® (etonorgesrel), levonorgestrel implants), Depo-Provera or its generic equivalent (these are covered under your “Family planning” benefit earlier in this chapter).
- Experimental drugs: drugs that cannot be marketed lawfully without the approval of the FDA and such approval has not been granted at the time of their use or proposed use or such approval has been withdrawn.
- Non-drug products such as therapeutic or other prosthetic devices, appliances, supports, or other non-medical products. These may be provided as described earlier in this chapter.
- Immunization agents. These may be provided under “Preventive health care” earlier in this chapter.
- Prescriptions written by *Providers* who do not participate in *Tufts HP*, except in cases of authorized referral or *Emergency* care.
- Prescriptions filled at pharmacies other than *Tufts HP* designated pharmacies, except for *Emergency* care.
- Drugs for asymptomatic onchomycosis, except for Members with diabetes, vascular compromise, or immune deficiency status.
- Acne medications for individuals 26 years of age or older, unless *Medically Necessary*.
- Compounded medications, if no active ingredients require a prescription by law. Compounding kits that are not FDA-approved and include prescription ingredients that are readily available may also not be covered. For more information, call Member Services or check our Web site at www.tuftshealthplan.com.
- Prescriptions filled through an internet pharmacy that is not a Verified Internet Pharmacy Practice Site certified by the National Association of Boards of Pharmacy.
- Prescription medications once the same active ingredient or a modified version of an active ingredient that is therapeutically equivalent to a covered prescription medication becomes available over-the-counter. In this case, the specific medication may not be covered and the entire class of prescription medications may also not be covered. For more information, call Member Services or check our Web site at www.tuftshealthplan.com.
- Prescription medications when packaged with non-prescription products.
- Oral non-sedating antihistamines.

*Italicized words are defined in Appendix A.*

To contact Member Services, call 1-800-462-0224, or see our Web site at www.tuftshealthplan.com.
Covered Services, continued

Prescription Drug Benefit, continued

Tufts HP Pharmacy Management Programs

In order to provide safe, clinically appropriate, cost-effective medications under this Prescription Drug Benefit, Tufts HP has developed the following Pharmacy Management Programs.

Quantity Limitations Program:
Tufts HP limits the quantity of selected medications that Members can receive in a given time period, for cost, safety and/or clinical reasons.

Prior Authorization Program:
Tufts HP restricts the coverage of certain drug products that have a narrow indication for usage, may have safety concerns and/or are extremely expensive, requiring the prescribing Provider to obtain prior approval from Tufts HP for such drugs.

Step Therapy PA Program

Step therapy is a type of prior authorization program (usually automated) that uses a step-wise approach, requiring the use of the most therapeutically appropriate and cost-effective agents first, before other medications may be covered. Members must first try one or more medications on a lower step to treat a certain medical condition before a medication on a higher step is covered for that condition.

Designated Specialty Pharmacy Program:
Tufts HP has designated specialty pharmacies to supply a select number of medications, including, but not limited to, medications used in the treatment of infertility, multiple sclerosis, hemophilia, hepatitis C, growth hormone deficiency, rheumatoid arthritis, and cancers treated with oral medications. These specialty pharmacies specialize in providing medications used to treat certain conditions, and are staffed with clinicians to provide support services to Members. Medications may be added to this program from time to time. Designated specialty pharmacies can dispense up to a 30-day supply of medication at one time and it is delivered directly to the Member's home via mail. This is NOT part of the mail order pharmacy benefit. Extended day supplies and Copayment savings do not apply to these designated specialty drugs.

Non-Covered Drugs with Suggested Alternatives:

While Tufts Health Plan covers over 4,500 drugs, a small number of drugs (less than 1%) are not covered because there are safe, effective and more affordable alternatives available. All of the alternative drug products are approved by the U.S. Food and Drug Administration (FDA) and are widely used and accepted in the medical community to treat the same conditions as the medications that are not covered.

New-To-Market Drug Evaluation Process:

Tufts HP’s Pharmacy and Therapeutics Committee reviews new-to-market drug products for safety, clinical effectiveness and cost. Tufts HP then makes a coverage determination based on the Pharmacy and Therapeutics Committee’s recommendation.

A new drug product will not be covered until this process is completed – usually within 6 months of the drug product’s availability.

IMPORTANT NOTES:

- If your Provider feels it is Medically Necessary for you to take medications that are restricted under any of the “Tufts HP Pharmacy Management Programs” described above, he or she may submit a request for coverage. Tufts HP will approve the request if it meets the guidelines for coverage. For more information, call a Member Specialist. Please note: You or your prescribing Provider may request an expedited exception process based on exigent circumstances. We will notify you and your prescribing Provider of our determination no later than 24 hours after receiving such a request. Exigent circumstances exist when a Member:
  - is suffering from a health condition that may seriously jeopardize his or her life, health, or ability to regain maximum function; or
  - is undergoing a current course of treatment using a non-formulary drug.
- If a request is made to cover medications that are part of the “New-to-Market Drug Evaluation Process” program or the “Non-Covered Drugs with Suggested Alternatives” program, and that request is approved by Tufts Health Plan, the medications will be covered on Tier-3.
- The Tufts Health Plan Web site has a list of covered drugs with their tiers. Tufts HP may change a drug’s tier during the year. For example, if a brand drug’s patent expires, Tufts HP may change the drug’s status by either (a) moving the brand drug from Tier-2 to Tier-3 or (b) moving the brand drug to our list of non-covered drugs when a generic alternative becomes available. Many generic drugs are available on Tier-1.

If you have questions about your prescription drug benefit, would like to know the tier of a particular drug, or would like to know if your medication is part of a Pharmacy Management Program, check our Web site at www.tuftshealthplan.com, or call a Member Specialist.

Italicized words are defined in Appendix A.
**Covered Services**, continued

**Prescription Drug Benefit**, continued

Filling Your Prescription

Where to Fill Prescriptions:

Fill your prescriptions at a *Tufts Health Plan* designated pharmacy. *Tufts HP* designated pharmacies include:

- for the majority of prescriptions, most of the pharmacies in Massachusetts and additional pharmacies nationwide; and
- for a select number of drug products, a small number of designated specialty pharmacy providers. (For more information about *Tufts Health Plan*’s designated specialty pharmacy program, see “*Tufts HP* Pharmacy Management Programs” earlier in this Prescription Drug Benefit section.) If you have questions about where to fill your prescription, call the *Tufts Health Plan* Member Services Department.

How to Fill Prescriptions:

- Make sure the prescription is written by a *Tufts HP* participating *Provider*, except in cases of authorized referral or in *Emergencies*.
- When you fill a prescription, provide your Member ID to any *Tufts HP* designated pharmacy and pay your *Cost Sharing Amount*.
- If the cost of your prescription is less than your *Copayment*, then you are only responsible for the actual cost of the prescription.
- If you have any problems using this benefit at a *Tufts HP* designated pharmacy, call the *Tufts Health Plan* Member Services Department.

**Important**: Your prescription drug benefit is honored only at *Tufts HP* designated pharmacies. In cases of *Emergency*, please call the *Tufts HP* Member Services Department for instructions about submitting your prescription drug claims for reimbursement.

Filling Prescriptions for Maintenance Medications:

If you are required to take a *maintenance* medication, *Tufts HP* offers you two choices for filling your prescription:

- you may obtain your maintenance medication directly from a *Tufts HP* designated retail pharmacy; or
- you may have most maintenance medications* mailed to you through a *Tufts HP* designated mail services pharmacy.

*The following may not be available to you through a *Tufts HP* designated mail services pharmacy:

- medications for short term medical conditions;
- certain controlled substances and other prescribed drugs that may be subject to exclusions or restrictions;
- medications that are part of *Tufts HP*’s Quantity Limitations program; or
- medications that are part of *Tufts HP*’s Designated Specialty Pharmacy program

**NOTE**: Your *Cost Sharing Amount* for covered prescription drugs are shown in the “Prescription Drug Coverage Table” earlier in this section.
Exclusions from Benefits

List of exclusions

There is no coverage for the following services, supplies, and medications:

- A service, supply or medication which is **not** **Medically Necessary**.
- A service, supply or medication which is **not** a **Covered Service**.
- A service, supply or medication received outside the **Tufts HP Service Area**, except as described under “How the Plan Works” in Chapter 1.
- A service, supply or medication that is **not** essential to treat an injury, illness, or pregnancy, except for preventive care services.
- A service, supply, or medication if there is a less intensive level of service, supply, or medication or more cost-effective alternative which can be safely and effectively provided, or if the service, supply, or medication can be safely and effectively provided to you in a less intensive setting.
- A service, supply, or medication that is primarily for your, or another person’s, personal comfort or convenience.
- Custodial care.
- Services related to non-covered services.
- A drug, device, medical treatment or procedure (collectively “treatment”) that is **Experimental or Investigative**.

This exclusion does not apply to:
- bone marrow transplants for breast cancer;
- patient care services provided a qualified clinical trial for the treatment of cancer or other life-threatening diseases or conditions; or
- off-label uses of prescription drugs for the treatment of cancer or HIV/AIDS, if you have a Prescription Drug Benefit, which meet the requirements of applicable law.

If the treatment is **Experimental or Investigative**, the **Plan** will not pay for any related treatments which are provided to the **Member** for the purpose of furnishing the **Experimental or Investigative** treatment.

- Drugs, medicines, materials or supplies for use outside the hospital or any other facility, except as described earlier in this chapter. Medications and other products which can be purchased over-the-counter except those listed as covered earlier in this chapter. Laboratory tests ordered by a **Member** (online or through the mail), even if performed at a licensed laboratory.

The following exclusions apply to services provided by the relatives of a **Member**:
- Services provided by a relative who is not a **Tufts Health Plan Provider**, whether or not the services are authorized by your **PCP**, are not covered.
- Services provided by an immediate family member (by blood or marriage), even if the relative is a **Tufts Health Plan Provider** and the services are authorized by your **PCP**, are not covered.
- If you are a **Tufts Health Plan 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).

- Services, supplies, or medications required by a third party which are not otherwise **Medically Necessary**.
- Examples of a third party are an employer, an insurance company, a school, or a court.

- 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 to 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 **Directory of Health Care Providers** 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.

*Italicized words are defined in Appendix A.*
Exclusions from Benefits, continued

- Preventive dental care, except as provided under “Pediatric dental care for Members under age 12” earlier in this chapter; periodontal treatment; orthodontia, even when it is an adjunct to other surgical or medical procedures; dental supplies; dentures; restorative services including, but not limited to, crowns, fillings, root canals, and bondings; skeletal jaw surgery, except as provided under “Oral Health Services” earlier in this chapter; alteration of teeth; care related to deciduous (baby) teeth; splints and oral appliances (except for sleep apnea, as described in Chapter 3), including those for TMJ disorders. TMJ disorder-related therapies, including TMJ appliances, occlusal adjustment, or other TMJ appliance-related therapies, are not covered. This exclusion does not apply to the treatment of cleft lip or cleft palate for Children under the age of 18, as described under “Cleft lip or cleft palate treatment and services for Children” earlier in this chapter.

- Surgical removal or extraction of teeth, except as provided under “Oral health services” earlier in this chapter.

- Cosmetic (meaning to change or improve appearance) surgery, procedures, supplies, medications or appliances, except as provided under “Reconstructive surgery and procedures”.

- Rhinoplasty, except as provided under “Reconstructive surgery and procedures” earlier in this chapter; liposuction; the removal of tattoos; and brachioplasty.

- Treatment of spider veins; removal or destruction of skin tags; treatment of vitiligo.

- Hair removal, except when Medically Necessary to treat an underlying skin condition.

- Costs associated with home births; costs associated with the services provided by a doula.

- Circumcisions performed in any setting other than a hospital, Day Surgery, or a Provider’s office.

- Infertility services for Members who do not meet the definition of infertility as described in the “Outpatient Care” section earlier in this chapter; experimental infertility procedures; the costs of surrogacy; reversal of voluntary sterilization; long-term (longer than 90 days) sperm or embryo cryopreservation unless the Member is in active infertility treatment; costs associated with donor recruitment and compensation; infertility services which are necessary for conception as a result of voluntary sterilization, planned gender reassignment surgery, or following an unsuccessful reversal of a voluntary sterilization; and donor sperm and associated laboratory services in the absence of diagnosed male factor infertility in the partner.

- the costs of surrogacy means: (1) all costs incurred by a fertile woman to achieve a pregnancy as a surrogate or gestational carrier for an infertile Member. These costs include, but are not limited to, costs for drugs necessary to achieve implantation, embryo transfer, and cryo-preservation of embryos; (2) use of donor egg and a gestational carrier; and (3) costs for maternity care if the surrogate is not a Member.

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.

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 by an Authorized Reviewer is required.

- 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 is provided at a Tufts HP ART center, and the Member is the sole recipient of the donor’s eggs.

- Surgical procedures for gender reassignment.

- Reversal of gender reassignment.

- Reversal of voluntary sterilization.

- Over-the-counter contraceptive agents, except as described earlier in this chapter.

- The purchase of an electric hospital-grade breast pump; donor breast milk.

- Human organ transplants, except as described earlier in this chapter.

- Services provided to a non-Member, except as described earlier in this chapter for:
  - organ donor charges under "Human organ transplants";
  - bereavement counseling services under "Hospice care services"; and
  - the costs of procurement and processing of donor sperm, eggs, or inseminated eggs, or banking of donor sperm or inseminated eggs, under “Infertility services” (to the extent such costs are not covered by the donor’s health coverage, if any).

Italicized words are defined in Appendix A.
Exclusions from Benefits, continued

- Acupuncture; biofeedback, except for treatment of urinary incontinence; hypnotherapy; psychoanalysis; neuromuscular stimulators and related supplies; electrolysis; *Inpatient* and *Outpatient* weight-loss programs and clinics; relaxation therapies; massage therapies, except as described under “Short term rehabilitation services”; except when provided as covered physical therapy services; services by a personal trainer; exercise classes; cognitive rehabilitation programs; except when provided as covered physical therapy services; services by a personal trainer; exercise classes; cognitive retraining 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 alternative, holistic, naturopathic, and/or functional health medicine services, supplies or procedures, and all services, procedures, labs and supplements associated with this type of medicine.
- Any service, program, supply or procedure performed in a non-conventional setting (including, but not limited to, spas/resorts; educational, vocational or recreational settings; daycare or preschool settings; Outward Bound; or wilderness, camp, or ranch programs, even if performed or provided by licensed Provider (including, but not limited to, mental health professionals, nutritionists, nurses or physicians). Examples of services provided in a non-conventional setting that are excluded from coverage include, but are not limited to, psychotherapy, ABA services, and nutritional counseling.
- Blood, blood donor fees, blood storage fees, blood substitutes, blood banking, cord blood banking, and blood products, except as detailed in the “Note” below.
  
  **Note:** The following blood services and products are covered:
  - blood processing;
  - blood administration;
  - Factor products (monoclonal and recombinant) for Factor VIII deficiency (classic hemophilia), Factor IX deficiency (Christmas factor disease), and von Willebrand disease (prior approval by an Authorized Reviewer is required);
  - intravenous immunoglobulin for treatment of severe immune disorders, certain neurological conditions, infectious conditions, and bleeding disorders (prior approval by an Authorized Reviewer is required).
- Devices and procedures intended to reduce snoring including, but not limited to, laser-assisted uvulopalatoplasty, somnoplasty, and snore guards.
- Examinations, evaluations or services for educational purposes or developmental purposes, including physical therapy, speech therapy, and occupational therapy, except as provided under “Early intervention services for a Dependent Child” earlier in this chapter. Vocational rehabilitation services and vocational retraining. Also, services to treat:
  - learning disabilities;
  - behavioral problems; and
  - developmental delays.
  
  The term “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.
- Eyeglasses, lenses or frames, except as described earlier in this chapter; refractive eye surgery (including radial keratotomy) for conditions which can be corrected by means other than surgery. Except as described earlier in this chapter, the Plan will not cover contact lenses or contact lens fittings.
- Hearing aids, except as described earlier in this chapter.
- Private duty nursing (block or non-intermittent nursing).
- 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. This exclusion does not apply to routine foot care for Members diagnosed with diabetes.
  
  **Note:** This exclusion also does not apply to therapeutic/molded shoes and shoe inserts for a Member with severe diabetic foot disease when the need for therapeutic shoes and inserts has been certified by the Member's treating doctor, and 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” earlier in this chapter.
- Lodging related to receiving any medical service, iMethadone treatment or methadone maintenance related to substance abuse disorders.

*Italicized words are defined in Appendix A.*
Chapter 4
When Coverage Ends

Overview

Reasons coverage ends
Coverage (including federal COBRA coverage) ends when any of the following occurs:

- you lose eligibility because you:
  - no longer meet the Plan’s or Tufts HP’s eligibility rules (including the requirement for minimum hours described in Chapter 1), or
  - are a Subscriber or a Spouse and you no longer live, work, or reside in the Service Area*;
- you choose to drop coverage;
- you commit an act of physical or verbal abuse unrelated to your physical or mental condition which poses a threat to:
  - any Provider,
  - any Tufts HP Member, or
  - Tufts Health Plan or any Tufts HP employee;
- you commit an act of misrepresentation or fraud; or
- your Group’s contract with Tufts HP ends. (For more information, see “Termination of the Group Contract” later in this chapter.)

*Note: Children are not required to live, work, or reside in the Service Area. However, care outside of the Service Area is limited to Emergency or Urgent Care only.

Benefits after termination
The Plan will not cover services you receive after your coverage ends even if:

- you were receiving Inpatient or Outpatient care when your coverage ended; or
- you had a medical condition (known or unknown), including pregnancy, that required medical care after your coverage ended.

Continuation and conversion
Once your coverage ends, you may be eligible to continue your coverage with your Group or to enroll in individual coverage. See Chapter 5 for more information.

When a Member is No Longer Eligible

Loss of eligibility
Your coverage ends on the date you no longer meet your Group’s eligibility rules.

Important Note: Your coverage will terminate retroactively to the date you are no longer eligible for coverage.

Dependent Coverage
An enrolled Dependent’s coverage ends when the Subscriber’s coverage ends or when the Dependent no longer meets the definition of Dependent, whichever occurs first. Coverage of any Child of an enrolled Dependent Child ends when the enrolled Dependent Child’s coverage ends.

If you no longer live, work, or reside in Tufts HP’s Service Area
If you are a Subscriber or Spouse and you no longer live, work, or reside in the Tufts HP Service Area, coverage ends as of the date you no longer live, work, or reside there. Please note that Children are not required to live, work, or reside in the Service Area. However, care outside of the Service Area is limited to Emergency or Urgent Care only.

Before you no longer live, work, or reside in the Service Area, tell your Group or call a Member Specialist to notify Tufts HP of the date you will no longer live, work, or reside there.

For more information about coverage available to you when you no longer live, work, or reside in the Service Area, contact a Member Specialist.

Italicized words are defined in Appendix A.
When a Member is No Longer Eligible, continued

You choose to drop coverage
Coverage ends if you decide you no longer want coverage and you meet any qualifying event your Group requires. To end your coverage, notify your Group at least 30 days before the date you want your coverage to end. You must pay the required contribution to the Plan up through the day your coverage ends.

Membership Termination for Acts of Physical or Verbal Abuse

Acts of physical or verbal abuse
Your coverage may be terminated if you commit acts of physical or verbal abuse which:
- are unrelated to your physical or mental condition;
- pose a threat to:
  - any Provider,
  - any Tufts HP Member, or
  - Tufts Health Plan or any Tufts HP employee.

Membership Termination for Misrepresentation or Fraud

Policy
Your coverage may be terminated for misrepresentation or fraud. If your coverage is terminated for misrepresentation or fraud, Tufts HP may not allow you to re-enroll for coverage with Tufts HP under any other plan (such as a non-group or another employer’s plan) or type of coverage (for example, coverage as a Dependent or Spouse).

Acts of misrepresentation or fraud
Examples of misrepresentation or fraud include:
- false or misleading information on your member application form;
- enrolling as a Spouse someone who is not your Spouse;
- receiving benefits for which you are not eligible;
- keeping for yourself payments made by the Plan that were intended to be used to pay a Provider;
- submission of any false paperwork, forms, or claims information; or
- allowing someone else to use your Member ID card.

Date of termination
The Plan will terminate coverage by sending a notice of termination to your last address as shown on the Plan’s records. Termination will be retroactive to the Effective Date, unless the Plan determines that the termination shall be retroactive to the date of the misrepresentation or fraud or to such later date as the Plan designates in the notice of termination.

Payment of claims
The Plan will pay for all Covered Services you received between:
- your Effective Date; and
- your termination date, as chosen by the Plan. The Plan may retroactively terminate your coverage back to a date no earlier than your Effective Date.

The Plan may use any contributions to coverage you paid for a period after your termination date to pay for any Covered Services you received after your termination date.

If the contributions you paid are not enough to pay for that care, the Plan, at its option, may:
- pay the Provider for those services and ask you to pay the Plan back; or
- not pay for those services. In this case, you will have to pay the Provider for the services.

If the contribution to coverage is more than is needed to pay for Covered Services you received after your termination date, the Plan will refund the excess to your Group.
**Termination of the Group Contract**

End of *Tufts HP’s* and *Group’s* relationship

Coverage will terminate if the relationship between your *Group* and *Tufts HP* ends for any reason, including:

- your *Group’s* contract with *Tufts HP* terminates;
- your *Group* fails to pay its obligation;
- *Tufts HP* stops operating; or
- your *Group* stops operating.
Chapter 5

Continuation of Coverage

Federal Continuation Coverage (COBRA)

Introduction
This topic contains an overview of continuation coverage under federal COBRA law. For more information, please contact your Group or the Plan Administrator.

Rules for federal COBRA continuation
Under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA), you may be eligible to continue coverage after Group coverage ends if:

- you were enrolled in the Plan through a Group which has 20 or more eligible employees; and
- you experience a qualifying event (see list below) which would cause you to lose coverage under your Group.

Qualifying events
A Member’s Group coverage under the Group Contract may end because he or she experiences a qualifying event. A qualifying event is defined as:

- the Subscriber’s death;
- termination of the Subscriber’s employment for any reason other than gross misconduct;
- reduction in the Subscriber’s work hours;
- the Subscriber’s divorce or legal separation;
- the Subscriber’s entitlement to Medicare; or
- the Subscriber’s or Spouse’s enrolled Dependent ceases to be a Dependent Child.

If a Member experiences a qualifying event, he or she may be eligible to continue Group coverage as a Subscriber or an enrolled Dependent under federal COBRA law as described below.

When federal COBRA coverage is effective
A Member who is eligible for federal COBRA continuation coverage is called a “qualified beneficiary”. A qualified beneficiary must be given an election period of 60 days to choose whether to elect federal COBRA continuation coverage. This period is measured from the later of:

- the date the qualified beneficiary’s coverage under the Group Contract ends (see the list of qualifying events described above); and
- the date the Plan provides the qualified beneficiary with a COBRA election notice.

A qualified beneficiary’s federal COBRA continuation coverage becomes effective retroactive to the start of the election period, if he or she elects and pays for that coverage.

Cost of Coverage
In most cases, you are responsible for payment of 102% of the cost of coverage for the federal COBRA continuation coverage. For more information, contact your Group or the Plan Administrator.

Duration of Coverage
In most cases, qualified beneficiaries are eligible for federal COBRA continuation coverage for a period of 18 or 36 months from the date of the qualifying event, depending on the type of qualifying event. Generally, COBRA coverage is available for a maximum of 18 months for qualifying events due to employment termination or reduction of work hours. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a qualified beneficiary to receive a maximum of 36 months of COBRA continuation coverage. For more information, see the “Duration of Coverage” table below.
### FEDERAL COBRA - DURATION OF COVERAGE CHART

<table>
<thead>
<tr>
<th>Qualifying Event(s)</th>
<th>Qualified Beneficiaries</th>
<th>Maximum Period of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Termination of Subscriber’s employment for any reason other than gross misconduct.</td>
<td>Subscriber, Spouse, and Dependent Children</td>
<td>18 months*</td>
</tr>
<tr>
<td>• Reduction in the Subscriber’s work hours.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subscriber’s divorce, legal separation, entitlement to Medicare, or death.</td>
<td>Spouse and Dependent Children</td>
<td>36 months</td>
</tr>
<tr>
<td>Subscriber’s or Spouse’s enrolled Dependent ceases to be a Dependent Child.</td>
<td>Dependent Child</td>
<td>36 months</td>
</tr>
</tbody>
</table>

*Important Note:* If a qualified beneficiary is determined under the federal Social Security Act to have been disabled within the first 60 days of federal COBRA continuation coverage for these qualifying events, then that qualified beneficiary and all of the qualified beneficiaries in his or her family may be able to extend COBRA coverage for up to an additional 11 months.

### When coverage ends

Federal COBRA continuation coverage will end at the end of the maximum period of coverage, which in most cases is 18 or 36 months from the date of the qualifying event, depending on the type of qualifying event. However, coverage may end earlier if:

- coverage costs are not paid on a timely basis;
- your Group ceases to maintain any group health plan;
- after the COBRA election, the qualified beneficiary obtains coverage with another employer group health plan that does not contain any exclusion or pre-existing condition of such beneficiary. However, if other group health coverage is obtained prior to the COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election;
- after the COBRA election, the qualified beneficiary becomes entitled to federal Medicare benefits. However, if Medicare is obtained prior to COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.
The Uniformed Services Employment and Reemployment Rights Act (USERRA)
The Uniformed Services Employment and Reemployment Rights Act (USERRA) protect the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military services 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.

Under USERRA:

- You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed services, and (1) you ensure that your employer receives advance written or verbal notice of your service; (2) you have five years or less of cumulative service in the uniformed services while with that particular employer; (3) you return to work or apply for reemployment in a timely manner after conclusion of service; and (4) you have not been separated from service with a disqualifying discharge or under other than honorable conditions. If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service, or, in some cases, a comparable job.

- If you are a past or present member of the uniformed services, have applied for membership in the uniformed services, or are obligated to serve in the uniformed services, then an employer may not deny you initial employment, reemployment, retention in employment, promotion, or any benefit of employment because of this status. In addition an employer may not retaliate against any assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

- 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 for up to 24 months while in the military.

- If you don’t elect to continue coverage during your military service, you have the right to be reinstated in your employer’s health plan when you are reemployed, generally without any waiting periods or exclusions (for example, pre-existing condition exclusions) except for service-connected illnesses or injuries.

- Service members may be required to pay up 102% of the premium for the health plan coverage. If coverage is for less than 31 days, the service member is only required to pay the employee share, if any, for such coverage.

- USERRA coverage runs concurrently with COBRA and other state continuation coverage.

- 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 Web site at www.dol.gov/vets. 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 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, please contact your Group or the Plan Administrator.

Coverage under an Individual Contract

If you live in Massachusetts:
If your Group coverage ends, you may be eligible to enroll in coverage under an individual contract offered either directly by Tufts Health Plan or through the Commonwealth Health Insurance Connector Authority (“the Connector”). For more information, call Tufts Health Plan Member Services or contact the Connector either by phone (1-877-MA-ENROLL) or on its Web site (www.mahealthconnector.org).

If you live outside Massachusetts:
If your Group coverage ends, you are not eligible to enroll in coverage under an individual contract offered either directly by Tufts Health Plan or through the Commonwealth Health Insurance Connector Authority. Please contact your state insurance department for information about coverage options that may be available to you in the state where you reside.

For more information
Please call the Tufts HP Member Services Department.

Italicized words are defined in Appendix A.
Chapter 6
Member Satisfaction

Overview

Introduction
This chapter contains information about:

- the Member Satisfaction Process, which addresses the Member Grievance Process and the Internal Member Appeals Process;
- concerns about quality of medical care;
- administrative concerns about Tufts HP;
- bills from Providers; and
- limitation on actions.

Address and telephone number
If you write to Tufts HP, send the letter to the Appeals and Grievances Department at this address:

Tufts Health Plan
Attn: Appeals and Grievances Department
705 Mount Auburn Street
P.O. Box 9193
Watertown, MA 02471-9193

If you need to call Tufts HP about a concern or appeal, contact a Member Specialist at 1-800-462-0224.

Member Satisfaction Process

Process Summary
Tufts HP has a Member Satisfaction Process to address your concerns as expeditiously as possible. This process addresses:

- Internal Inquiry;
- Member Grievance Process; and
- appeals, including:
  - Internal Member Appeals; and
  - Expedited Appeals.

All grievances and appeals should be sent to Tufts HP at the following address:

Tufts Health Plan
Attn: Appeals and Grievances Department
705 Mt. Auburn Street
P.O. Box 9193
Watertown, MA 02471-9193

All calls should be directed to Tufts HP's Member Services at 1-800-462-0224. Alternatively, you may submit your grievance or appeal at the address listed above.

Internal Inquiry
Call a Tufts HP Member Specialist 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 Specialist 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.

Italicized words are defined in Appendix A.
Member Satisfaction Process, continued

Member Grievance Process
A grievance is a formal complaint about actions taken by Tufts HP or a Tufts HP 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 Health Plan Member Specialist, who will document your concern and forward it to an Appeals and Grievances Analyst 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 address provided at the beginning of this section. Your explanation should include:

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

Important 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 the “Internal Member Appeals” section below.

Administrative Grievances
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 in writing, we will notify you by mail, within five (5) business days after receiving your letter, that your letter has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Analyst coordinating the review of your grievance.
- If you file your grievance verbally, we will send you a written confirmation of our understanding of your concerns within forty-eight (48) hours. We will also include the name, address, and telephone number of the person coordinating the review.
- Tufts HP will review your grievance and will send you a letter regarding the outcome, as allowed by law, within thirty (30) calendar days of receipt.
- The time limits in this process may be waived or extended beyond the time allowed by law 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. 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 in writing, we will notify you by mail, within five (5) business days after receiving your letter, that your letter has been received and provide you with the name, address, and telephone number of the Appeals and Grievances Analyst coordinating the review of your grievance. If you file your grievance verbally, we will send you a written confirmation of our understanding of your concerns within forty-eight (48) hours. We will also include the name, address, and telephone number of the person coordinating the review.

Tufts HP will review your grievance and will notify you in writing regarding the outcome, as allowed by law, within thirty (30) calendar days of receipt. The review period may be extended up to an additional thirty (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 *Description of Benefits* or for coverage that was denied based on medical necessity determinations are reviewed as appeals through the Internal Appeals Process. You may designate in writing someone to act on your behalf. You have 180 days from the date you were notified of the denial of benefit coverage or claim payment to file your appeal.

You can submit a verbal appeal of a benefit coverage decision to a *Tufts HP* Member Specialist, who will forward it to the Appeals and Grievances Department. You may also submit your appeal in person at the address listed at the beginning of this chapter. Alternatively, you can also submit a written appeal to the address listed above. *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 and suffix;
- a detailed description of your concern; and
- copies of any supporting documentation.

Within five (5) business days of the receipt of your written appeal, a *Tufts HP* Appeals and Grievances Analyst will send an acknowledgment of receipt to you and if appropriate, a request for authorization for the release of medical and treatment information. Within 48 hours of receipt of a verbal appeal, a *Tufts HP* Appeals and Grievances Analyst will summarize your request for an appeal and send a copy to you. This summary will serve as the acknowledgment of receipt of your appeal and if appropriate, will include a request for authorization for the release of medical and treatment information.

Once you have signed and returned the authorization for the release of medical and treatment information to *Tufts HP*, the Appeals and Grievances Analyst 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 HP* within thirty (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.

The *Tufts HP* Benefits Committee will review appeals concerning specific exclusions and make determinations. The *Tufts HP* 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 similar specialty as typically manages the medical condition, procedure, or treatment under review. The medical director and/or practitioner will not have previously reviewed your case.

You will have access to any medical information and records relevant to your appeal which are in the possession and control of *Tufts HP*. The time limits of this process will be waived or extended by a mutual written agreement between you or your authorized representative and *Tufts HP*.

The Appeals and Grievances Analyst will notify you in writing of *Tufts HP*’s decision on your appeal, within no more than thirty (30) calendar days of the receipt of your appeal. The decision letter will include the specific reasons for the decision and references to the pertinent plan provisions on which the decision is based.

*Tufts HP* maintains records of each inquiry made by a Member or by that Member’s authorized representative.

Italicized words are defined in Appendix A.
**Member Satisfaction Process, continued**

**Expedited 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 physician, 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 appeal, it will be reviewed by a medical director and/or practitioner in a same or similar specialty that typically manages the medical condition, procedure or treatment under review. The medical director and/or practitioner will not have previously reviewed your case.

Your review will generally be conducted within 72 hours 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 certain types of claims, if you do not agree with the Appeals decision, you or your authorized representative have the right to request an independent, external review of our Appeals decision. Should you choose to do so, 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  
705 Mt. Auburn Street  
Watertown, MA 02471-9193  
(fax) 617-972-9509

In some cases, Members may have the right to an expedited 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.

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* within no more than 45 days after receipt of the request for standard external review. For expedited external review, the independent review organization will provide notice of the decision as expeditiously as possible, but not later than 72 hours after receipt of the request.

**If you have questions**

If you have questions or need help submitting a grievance or an appeal, please call a *Tufts HP* Member Specialist for assistance.
Bills from Providers

Medical Expenses
Occasionally, you may receive a bill from a Provider for Covered Services. Before paying the bill, contact the Tufts HP Member Services Department.

If you do pay the bill, 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 web site or by contacting the Tufts HP Member Services Department; and
- the documents listed on the Member Reimbursement Medical Claim Form that are required for proof of service and payment.

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

Please note: You must contact Tufts Health Plan regarding your bill(s) or send your bill(s) to Tufts HP within twelve months from the date of service. If you do not, 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.

If you receive Covered Services from a non-Tufts HP Provider, you will be reimbursed up to the Reasonable Charge for the services.

The Plan reserves the right to be reimbursed by the Member for payments made in error.

IMPORTANT NOTE:
We will directly reimburse you for Covered Services you receive from most non-Tufts HP Providers. Some examples of these types of non-Tufts HP Providers include:
- radiologists, pathologists, and anesthesiologists who work in hospitals; and
- Emergency room specialists.

You will be responsible to pay the non-Tufts HP Provider for those Covered Services. For more information, call Member Services or check our Web site at www.tuftshealthplan.com.

Pharmacy Expenses
If you obtain a prescription from a non-designated pharmacy, you will need to pay for the prescription up front and submit a claim for reimbursement. Pharmacy claim forms can be obtained by contacting a Member Specialist or through our Web site at www.tuftshealthplan.com.

Limitation on Actions
You cannot file a lawsuit against Tufts HP for failing to pay or arrange for or administer Covered Services unless you have completed the Tufts HP Member Satisfaction Process and file the lawsuit within two years from the time the cause of action arose. For example, if you want to file a lawsuit because you were denied coverage under this Group Contract, you must first complete the Tufts Health Plan Member Satisfaction Process, and then file your lawsuit within two years after the date you were first sent a notice of the denial. Going through the Tufts Health Plan Member Satisfaction Process does not extend the time limit for filing a lawsuit beyond two years after the date you were first denied coverage.
Chapter 7
Other Plan Provisions

Subrogation

The Plan’s right of subrogation

You may have a legal right to recover some or all of the costs of your health care from someone else (a “Third Party”). “Third Party” means any person or company that is, or could be, responsible for the costs of injuries or illness to you. This includes such costs to any Dependent covered under this plan.

The Plan may cover health care costs for which a Third Party is responsible. In this case, the Plan may require that Third Party to repay the full cost of all such benefits provided by the Plan. The Plan’s rights of recovery may apply to any recoveries made by you or on your behalf from any source. This includes, but is not limited to:

- payments made by a Third Party;
- payments made by any insurance company on behalf of the Third Party;
- any payments or rewards under an uninsured or underinsured motorist coverage policy;
- any disability award or settlement;
- medical payments coverage under any automobile policy;
- premises or homeowners’ medical payments coverage;
- premises or homeowners’ insurance coverage; and
- any other payments from a source intended to compensate you for Third Party injuries.

The Plan has the right to recover those costs in your name. The Plan can do this with or without your consent, directly from that person or company. The Plan’s right has priority, except as otherwise provided by law. The Plan can recover against the total amount of any recovery, regardless of whether:

- all or part of the recovery is for medical expenses; or
- the recovery is less than the amount needed to reimburse you fully for the illness or injury.

Personal Injury Protection/ MedPay Benefits

You may be entitled to benefits under your own or another individual’s automobile coverage, regardless of fault. These benefits are commonly referred to as Personal Injury Protection (PIP) and Medical Payments (MedPay) benefits. Our coverage is secondary to both PIP and MedPay benefits. If the Plan pays benefits before PIP or MedPay benefits have been exhausted, the Plan may recover the cost of those benefits as described above.

The Plan’s right of reimbursement

This provision applies in addition to the rights described above. You may recover money by suit, settlement, or otherwise. If this happens, you are required to reimburse the Plan for the cost of health care services, supplies, medications, and expenses for which the Plan paid, or will pay. This right or reimbursement attaches when the Plan has provided health care benefits for expenses where a Third Party is responsible and you have recovered any amounts from any sources. This includes, but is not limited to:

- payments made by a Third Party;
- payments made by any insurance company on behalf of the Third Party;
- any payments or awards under an uninsured or underinsured motorist coverage policy;
- any disability award or settlement;
- medical payments coverage under any automobile policy;
- premises or homeowners’ medical payments coverage;
- premises or homeowners’ insurance coverage; and
- any other payments from a source intended to compensate you where a Third Party is responsible.

The Plan has the right to be reimbursed up to the amount of any payment received by you, regardless of whether (a) all or part of the payment to you was designated, allocated, or characterized as payment for medical expenses; or (b) the payment is for an amount less than that necessary to compensate you fully for the illness or injury.
Subrogation, continued

Member cooperation
You further agree:
- to notify Tufts HP promptly and in writing when notice is given to any Third Party or representative of a Third Party of the intention to investigate or pursue a claim to recover damages or obtain compensation;
- to cooperate with the Plan and Tufts Health Plan and provide the Plan and Tufts Health Plan with requested information;
- to do whatever is necessary to secure our rights of subrogation and reimbursement under this Plan;
- to assign the Plan any benefits you may be entitled to receive from a Third Party. Your assignment is up to the cost of health care services and supplies, and expenses, that the Plan paid or will pay for your illness or injury;
- to give the Plan a first priority lien on any recovery, settlement, or judgment or other source of compensation which may be had by any Third Party. You agree to do this to the extent of the full cost of all benefits associated with Third Party responsibility;
- to do nothing to prejudice our rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits provided by this Plan;
- to serve as a constructive trustee for the benefit of this Plan over any settlement or recovery funds received as a result of Third Party responsibility;
- that we may recover the full costs of all benefits provided by the Plan without regard to any claim of fault on your part, whether by comparative negligence or otherwise;
- that no court costs or attorney fees may be deducted from our recovery;
- that neither the Plan nor Tufts Health Plan are required to pay or contribute to paying court costs or attorney’s fees for the attorney hired by you to pursue your claim or lawsuit against any Third Party without our prior express written consent; and
- that in the event you or your representative fails to cooperate with the Plan or Tufts Health Plan, you shall be responsible for all benefits provided by this Plan in addition to costs and attorney’s fees incurred by the Plan or Tufts Health Plan in obtaining repayment.

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 Liability and Recovery Department at 1-888-880-8699, x. 1098.

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

Constructive Trust
By accepting benefits from the Plan (whether the payment of such benefits is made to you directly or made on your behalf, for example, to a Provider), you hereby agree that if you receive any payment from any responsible party as a result of an injury, illness, or condition, you will serve as a constructive trustee over the funds that constitute such payment. Failure to hold such funds in trust will be deemed a breach of your fiduciary duty to the Plan.
Coordination of Benefits

Application and Purpose
The coordination of benefits (COB) program applies when you are also covered by other plans for hospital, medical, dental or other health care expenses. These plans include personal injury insurance and medical benefits provisions of motor vehicle policies. The COB program prevents duplication of payments for the same health care services. *Tufts HP* will coordinate all benefits described in this *Description of Benefits* with other plans for the *Plan*, consistent with applicable law.

How COB works
The *Plan* will coordinate benefits by determining: (a) which plan has the primary obligation to provide benefits to you when making the claim (the primary plan); and (b) which plan has the secondary obligation to provide benefits (the secondary plan). These determinations will be made according to the following rules:

1. **No COB Rule**
   If only one of the plans has COB rules, the plan with no rules is the primary plan. If one of the plans has rules which are permitted by law and the other plan has rules not permitted by law, the latter plan is primary.

2. **COB Rule**
   When all plans which cover you have COB rules consistent with law, the rules listed below apply:
   - **Employee/Dependent Rule**
     The plan which covers the person as an employee or *Subscriber* is primary to the plan which covers the person as a *Dependent*.
   - **Birthday Rule**
     If two or more plans cover a *Dependent Child* whose parents are not separated or divorced, the primary plan is that of the parent whose birth date (month and day only) occurs earlier in the calendar year. If both parents have the same birth date, the primary plan is that of the parent whose coverage has been in effect for the longest period of time.
   - **Children of Separated/Divorced Parents Rule**
     If two or more plans cover a *Dependent Child* whose parents are separated or divorced, the order of payment is:
     - The plan of the parent with custody of the *Child*.
     - The plan of the *Spouse* of the parent with custody of the *Child*.
     - The plan of the parent not having custody of the *Child*.
   - **Court Decree Rule**
     There may be a court decree which states that one of the parents is responsible for the health care expenses of the *Child*. If so, and the plan obligated to pay or provide benefits has actual knowledge of the terms of the court decree, that plan is primary only at the time that plan has such actual knowledge. If there is a court decree granting joint custody, without stating that one of the parents is responsible for the health care expenses of the *Child*, the "Birthday Rule" applies.
   - **Active/Inactive Rule**
     The plan which covers an employee (or an employee’s enrolled *Dependent*) who is neither laid off nor retired is primary to a plan which covers that person (or that person’s enrolled *Dependent*) as a laid-off or retired employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
   - **Longer/Shorter Rule**
     If none of the above rules determines which plan is primary, the plan which has covered a person longer, as defined by law, is primary.

These rules do not apply to Medicare COB. Call *Tufts HP*’s Liability and Recovery Department at 1-888-880-8699, x. 1098 for more information on Medicare COB.
Coordination of Benefits, continued

Right to receive and release necessary information
When you enroll, you must include information on your member application about other health coverage you have. After you enroll, you must notify Tufts HP of new coverage or termination of other coverage. Tufts HP may ask for and give out information needed to coordinate benefits.

You agree to provide information about other coverage and cooperate with the Plan’s COB program.

You hereby assign to the Plan benefits which they may be entitled to receive because a party other than the Plan may be responsible for all, or a portion of, the cost of health care services paid or to be paid by the Plan.

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 recover only overpayments actually made.

For more information
For more information about COB, contact the Tufts HP Liability and Recovery Department at 1-888-880-8699, x. 1098. You can also call a Member Specialist and have your call transferred to the Tufts HP Liability and Recovery Department.

Medicare Eligibility

Medicare eligibility
When a Subscriber or an enrolled Dependent reaches age 65, that person may become entitled to Medicare based on his or her age. That person may also become entitled to Medicare under age 65 due to disability or end stage renal disease.

Tufts HP will pay benefits before Medicare:

- for you or your enrolled Spouse, if you or your Spouse are age 65 or older, if you are actively working and if your employer has 20 or more employees;
- for you or your enrolled Dependent, for the first 30 months you or your Dependent are eligible for Medicare due to end stage renal disease; or
- for you or your enrolled Dependent, if you are actively working, you or your Dependent are eligible for Medicare under age 65 due to disability, and your employer has 100 or more employees.

Tufts HP will pay benefits after Medicare:

- if you are age 65 or older and are not actively working;
- if you are age 65 or older and your employer has fewer than 20 employees;
- after the first 30 months you are eligible for Medicare due to end stage renal disease; or
- if you are eligible for Medicare under age 65 due to disability, but are not actively working or are actively working for an employer with fewer than 100 employees.

Note: In any of the circumstances described above, you will receive benefits for Covered Services that Medicare does not cover.

Use and Disclosure of Medical Information
For information about how Tufts HP uses and discloses your medical information, please contact a Member Specialist. Information is also available on the Tufts HP Web site at www.tuftshealthplan.com.

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

Italicized words are defined in Appendix A.
Relationships between Tufts HP and Providers

Tufts HP and Providers
Tufts HP is an administrator of health care services. Tufts HP does not provide health care services. Tufts HP has agreements with Providers practicing in their private offices throughout the Tufts HP Service Area. These Providers are independent. They are not Tufts HP employees, agents or representatives. Providers are not authorized to modify the Plan, change this Description of Benefits, or assume or create any obligation for the Plan or Tufts HP.

Neither the Plan nor Tufts HP is liable for acts, omissions, representations or other conduct of any Provider.

Circumstances Beyond Tufts Health Plan’s Reasonable Control

Circumstances beyond Tufts HP’s reasonable control
Tufts Health Plan shall not be responsible for a failure or delay in arranging for the provision of services in cases of circumstances beyond the reasonable control of Tufts HP. Such circumstances include, but are not limited to: major disaster; epidemic; strike; war; riot; and civil insurrection. In such circumstances, Tufts HP will make a good faith effort to arrange for the provision of services. In doing so, Tufts HP will take into account the impact of the event and the availability of Tufts HP Providers.

Group Contract

Acceptance of the terms of the Plan
By completing the member application form, employees apply for coverage under the Plan and agree, on behalf of themselves and their enrolled Dependents, to all the terms and conditions of the Plan, including this Description of Benefits.

Payments
The Plan under which you are covered is a self-funded plan. This means that your Group is responsible for funding Covered Services for Members in accordance with the terms of the Plan. Under an administrative services agreement between your Group and Tufts HP, Tufts HP processes claims, disburses Plan funds and provides other Covered Services only when the Group has forwarded adequate funds to Tufts HP to pay for Covered Services. This is the case even if your Group has charged you (for example, by withholding from your paycheck) for some or all of the cost of coverage under the Plan. If your Group fails to provide adequate funds for claims payment, Tufts HP has no responsibility to pay claims.

Revisions to the Plan and this Description of Benefits
The Group may revise the Plan and this Description of Benefits in accordance with the terms of the Plan. Revisions do not require the consent of Members. Notice of Tufts HP revisions will be sent to the Group and will include the effective date of the revision. The Group or Plan Administrator is responsible for notifying the Members of revisions. Tufts HP is not responsible if the Group does not so notify Members. Any revisions will apply to all Members covered under the Plan on the effective date of the revision.

Notice
Notice to Members: When Tufts HP sends a notice to you, it will be sent to your last address on file with Tufts HP.

Notice to Tufts HP: Members should address all correspondence to:
Tufts Health Plan, Member Services, P.O. Box 9166, Watertown, MA 02471-9166.

Enforcement of terms
Tufts HP may choose to waive certain terms of the Group Contract, if applicable, including the Description of Benefits. This does not mean that Tufts HP gives up its rights to enforce those terms in the future.
Appendix A
Glossary of Terms

Terms and Definitions

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.

Note: As required by applicable law, a foster child is considered an Adoptive Child as of the date that a petition to adopt was filed.

Annual Coverage Limitations
Annual dollar or time limitations on Covered Services.

Authorized Reviewer
Authorized Reviewers review and approve certain services and supplies to Members. They are Tufts HP’s Chief Medical Officer (or equivalent), or someone he or she names.

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. BCBAs may supervise the work of Board-Certified Assistant Behavior Analysts and other Paraprofessionals who implement behavior analytic interventions.

Child
The following individuals until the last day of the month in which the Child’s 26th birthday occurs:

- The Subscriber’s or Spouse’s natural child, stepchild, or Adoptive Child; or
- the Child of an enrolled child; or
- any other Child for whom the Subscriber has legal guardianship.

Coinsurance
The percentage of costs you must pay for certain Covered Services. For services provided by a non-Tufts HP Provider, your share is a percentage of the Reasonable Charge for those services. For services provided by a Tufts HP Provider, your share is a percentage of:

- the applicable Tufts HP fee schedule amount for those services; or
- the Tufts HP Provider’s actual charges for those services, whichever is less.

Note: The Member’s share percentage is based on the Tufts HP Provider payment at the time the claim is paid, and does not reflect any later adjustments, payments, or rebates that are not calculated on an individual claim basis.

Copayment
Fees you pay for Covered Services. Copayments are paid to the Provider when you receive care unless the Provider arranges otherwise. Copayments are included in the Out-of-Pocket Maximum. See “Benefit Overview” at the front of this Description of Benefits for more information.
Terms and Definitions, continued

Cost Sharing Amount
The cost you pay for certain Covered Services. This amount may consist of Copayments and/or Coinsurance.

Covered Services
The services and supplies that the Plan will cover. They must be:
- described in Chapter 3;
- Medically Necessary; and
- provided or authorized by your PCP and in some cases, approved by an Authorized Reviewer.

These services include Medically Necessary coverage of pediatric specialty care, including mental 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.

Covering Provider
The Provider named by your PCP to provide or authorize services in your PCP’s absence.

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; or
- adult and pediatric day care.

In cases of mental health care or substance abuse care, Inpatient care or intermediate care provided primarily:
- for maintaining the Member’s or anyone else’s safety; or
- for the maintenance and monitoring of an established treatment program, when no other aspects of treatment require an acute hospital level of care or intermediate care.

Note: Custodial Care is not a covered benefit under 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, or in some instances, within twenty-four hours. Also referred to as “Ambulatory Surgery” or “Surgical Day Care.”

Dependent
The Subscriber’s Spouse, Child, or Disabled Dependent.

Description of Benefits
This document, and any future amendments, which describes the EXCLUSIVE PROVIDER ORGANIZATION plan you have selected under the Plan.

Designated Facility
A facility licensed to treat Mental Disorders and/or substance abuse (alcohol and drug). This facility has an agreement with Tufts HP to provide Inpatient or day treatment/partial hospitalization services to Members assigned to the facility.

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.
Terms and Definitions, continued

Directory of Health Care Providers
A separate booklet which lists *Tufts HP PCPs* and their affiliated *Tufts HP Hospitals* and certain other *Tufts HP Providers*.

Note: This booklet is updated from time to time to show changes in Providers affiliated with *Tufts HP*. For information about the Providers listed in the Directory of Health Care Providers, you can call *Tufts HP Member Services* or check *Tufts HP’s Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com)*.

Disabled Dependent
The *Subscriber’s Child* who:
- became permanently physically or mentally disabled before a the last day of the month in which the Child’s 26th birthday occurs;
- is incapable of supporting himself or herself due to disability;
- lives with the *Subscriber or Spouse*; and
- was covered under the *Subscriber’s Family Coverage* immediately before the last day of the month in which the Child’s 26th birthday occurs; or has been covered by other group health coverage since the disability began.

Durable Medical Equipment
Devices or instruments of a durable nature that:
- are reasonable and necessary to sustain a minimum threshold of independent daily living;
- are made primarily to serve a medical purpose;
- are not useful in the absence of illness or injury;
- can withstand repeated use; and
- can be used in the home.

Effective Date
The date, according to the Plan’s records, when you became a *Member* and began receiving *Covered Services* administered by *Tufts HP*.

*Italicized words are defined in this Appendix A.*
Terms and Definitions, continued

Emergency
An illness or medical condition, whether physical, behavioral, related to substance abuse, or mental, that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent lay person, who possesses an average knowledge of health and medicine, to result in:

- serious jeopardy to the physical and/or mental health of a Member or another person (or with respect to a pregnant Member, the Member's or her unborn child's physical and/or mental health); or
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part; or
- with respect to a pregnant woman who is having contractions, inadequate time to effect a safe transfer to another hospital before delivery, or a threat to the safety of the Member or her unborn child in the event of transfer 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, or any medical condition that is quickly getting much worse.

Experimental or Investigative
A service, supply, treatment, procedure, device, or medication (collectively “treatment”) is considered Experimental or Investigative 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; or
- the treatment, or the "informed consent" form used with 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; or
- reliable 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; or
- evaluation by an independent health technology assessment organization has determined that the treatment is not proven safe and/or effective in improving health outcomes or that appropriate patient selection has not been determined; or
- 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.

Family Coverage
Coverage for a Member and his or her Dependents.

Group
The employer who sponsors the Plan, contracts with Tufts HP for the provision of certain services and the availability of a preferred provider network to the Plan, and who is responsible for funding all Covered Services under the Plan and described in this Description of Benefits.

A Group subject to the Employee Retirement Income Security Act of 1974 (ERISA), as amended, is the plan sponsor under ERISA. The Group is your agent and is not Tufts HP's agent.
Terms and Definitions, continued

Group Contract
The agreement between Tufts HP and the Group under which Tufts HP agrees to provide certain administrative services and the Group agrees to pay Tufts HP for these services. The Group Contract includes this Description of Benefits and any amendments.

Individual Coverage
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 classified as an Inpatient for all or a part of the day.

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 or physician assistant. A Limited Service Medical Clinic offers an alternative to certain emergency room visits for a Member who requires less emergent care or who is not able to visit his or her Primary Care Provider in the time frame that is felt to be warranted by their condition or symptoms. Some examples of common illnesses a Limited Service Medical Clinic can treat include strep throat, or eye, ear, sinus, or bronchial infections. The services provided by a Limited Service Medical Clinic are only available to patients of ages 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 that service or supply:

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

In determining coverage for Medically Necessary services, Tufts HP uses Clinical Coverage Guidelines which are:
• developed with input from practicing physicians in the Tufts HP Service Area;
• developed in accordance with the standards adopted by national accreditation organizations;
• updated at least biennially or more often as new treatments, applications and technologies are adopted as generally accepted professional medical practice; and
• evidence-based, if practicable.

Member
An employee or Dependent who is covered under the Plan and therefore entitled to all benefits in accordance with the Plan. Also referred to as “you”.

Mental 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.

Observation
The use of hospital services to treat and/or evaluate a condition that should result in either a discharge within twenty-three (23) 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.

Italicized words are defined in this Appendix A. 76 To contact Member Services, call 1-800-462-0224, or see our Web site at www.tuftshealthplan.com.
Terms and Definitions, continued

Open Enrollment Period
If applicable to the Plan, the period of time each year when eligible employees are allowed to apply for or change coverage under the Plan.

Out-of-Pocket Maximum
The maximum amount of money paid by a Member during a calendar year for certain Covered Services. The Out-of-Pocket Maximum consists of Copayments and Coinsurance. It does not include:

- costs for health care services that are not Covered Services under the Group Contract.

Once you have met your Out-of-Pocket Maximum in a calendar year, you no longer pay for Copayments and Coinsurance in that calendar year.

See “Benefit Overview” at the front of this Description of Benefits for detailed information about your Out-of-Pocket Maximum.

Outpatient
A patient who receives care other than on an Inpatient basis. This includes services provided in a Provider’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.

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).

Provider Organization
A Provider Organization 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.

Plan
The employee health benefits plan established and maintained by the Group. This Description of Benefits only describes one health benefits option under the Plan. For a description of other health benefit options under the Plan, see your Plan Administrator.

Plan Administrator
The person(s) or entity designated by the Plan as the Plan Administrator or, if not so designated, the Group. Tufts HP is not the Plan Administrator.

Primary Care Provider (PCP)
The Tufts HP physician, physician assistant, or nurse practitioner you have chosen from the Tufts HP Directory of Health Care Providers who has an agreement with Tufts HP to provide primary care and to coordinate, arrange, and authorize the provision of Covered Services.

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), 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 speech-language pathologists, and licensed audiologists.

The Plan will only cover services of a Provider if those services are listed as Covered Services and within the scope of the Provider’s license.
Terms and Definitions, continued

Reasonable Charge
The lesser of the:
- amount charged; or
- amount that we determine to be reasonable, based on 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, nationally recognized academy and society coding and clinical guidelines.

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

Service Area
The Service Area is the geographical area within which Tufts HP has developed a network of Providers to afford Members adequate access to Covered Services. The Service Area consists of the Standard Service Area and the Extended Service Area.

The Standard Service Area is comprised of:
- all of Massachusetts and all of Rhode Island, except Block Island; and
- the cities and towns in New Hampshire:
  - in which Tufts Health Plan PCPs are located; and
  - which are a reasonable distance from Tufts Health Plan specialists who provide the most-often used services, such as behavioral health practitioners and Providers who are surgeons or OB/GYNs.

The Extended Service Area includes Block Island and certain towns in Connecticut, New Hampshire, New York, and Vermont which:
- surround the Standard Service Area; and
- are within a reasonable distance from Tufts Health Plan’s PCPs and specialists who provide the most-often used services such as behavioral health practitioners and Providers who are surgeons or OB/GYNs.

Note: For a list of cities and towns in the Service Area, call Tufts HP Member Services or check the Web site at www.tuftshealthplan.com.

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

Skilled
A type of care which is Medically Necessary and must be provided by, or under the direct supervision of, licensed medical personnel. Skilled care is provided to achieve a medically desired and realistically achievable outcome.

Subscriber
The person who:
- is an employee of the Group; and
- enrolls in Tufts Health Plan and signs the member application form on behalf of himself or herself and any Dependents.

Tufts Health Plan Tufts HP
Total Health Plan, Inc. (“THP”), a Massachusetts corporation d/b/a Tufts Health Plan. THP enters into arrangements with Groups or payors underwriting health benefit plans to make available a network of preferred providers and to provide certain services to the health benefit plans including, but not limited to, processing claims for benefits and enrollment. THP is not the Plan Administrator and does not insure the Plan. Also referred to as "Tufts HP."
Tufts HP Hospital
A hospital which has an agreement with Tufts Health Plan to provide certain Covered Services to Members. Tufts HP Hospitals are independent. They are not owned by Tufts Health Plan. Tufts HP Hospitals are not Tufts Health Plan’s agents or representatives, and their staff are not Tufts Health Plan’s employees.

Tufts HP Provider
A Provider with which Tufts Health Plan has an agreement to provide Covered Services to Members. Providers are not Tufts Health Plan’s employees, agents or representatives.

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, sudden extreme anxiety, a cut that needs stitches but is not actively bleeding, or symptoms of a urinary tract infection.

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.

Urgent Care Center
A medical facility (or clinic or medical practitioner office) that provides treatment for Urgent Care services (see definition of Urgent Care). An 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. An 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. An 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. To find an Urgent Care Center in the Tufts Health Plan network, please visit the website at www.tuftshealthplan.com, and click on “Find a Doctor”.

You, Your
This term has the following meaning when used in this Description of Benefits, regardless of whether or not it is capitalized: the Member.
Appendix B - ERISA Information

ERISA RIGHTS
If your plan is an ERISA plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. Most plans are ERISA plans, but not all. Please contact your plan administrator to determine if your plan is an ERISA plan.

ERISA provides that all plan participants shall be entitled to:

- receive information about their plan and benefits;
- continue group health plan coverage; and
- prudent actions by plan fiduciaries.

Receiving Information About Your Plan and Benefits
ERISA provides that all plan participants shall be entitled to:

- examine, without charge, at the plan administrator’s office and at other specified locations, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and updated summary plan description. The plan administrator may make a reasonable charge for the copies.

- receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Continuing Group Health Plan Coverage
ERISA provides that all plan participants shall be entitled to:

- continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage.

- review your summary plan description and the documents governing the plan on the rules governing your continuation coverage rights under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

- reduction or elimination of exclusionary periods of coverage for preexisting conditions under a group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you or in any way to prevent you from obtaining a plan benefit or exercising your rights under ERISA.

Italicized words are defined in Appendix A.
ERISA RIGHTS, continued

Enforcing Your Rights
If your claim for a plan benefit is denied or ignored, in whole or in part, you have a right to know why this was
done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within
certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan
documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a
federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up
to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the
control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you
may file suit in a state or federal court. In addition, if you disagree with the plan’s decision or lack thereof
concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in
federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against
for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a
federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may
order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these
costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions
If you have any questions about your plan, you should contact the plan administrator. If you have any questions
about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the
plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S.
Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries,
Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W.,
Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under
ERISA by calling the publications hotline of the Employee Benefits Security Administration.

PROCESSING OF CLAIMS FOR PLAN BENEFITS
The Department of Labor’s (DOL) Employee Benefits Security Administration has published benefit determination
procedure regulations for employee benefit plans governed under ERISA. The regulations set forth requirements
with respect to the processing of claims for plan benefits, including urgent care claims, pre-service claims, post-
service claims and review of claims denials.

Who can submit a claim?
The DOL Regulations apply to claims submitted by ERISA participants or their beneficiaries. In accordance with
the regulations, Tufts Health Plan permits an authorized representative (referred to here as the “authorized
claimant”) to act on your behalf in submitting a claim or obtaining a review of a claim decision. An authorized
claimant can be any individual (including, for example, a family member, an attorney, etc.) whom you designate to
act on your behalf with respect to a claim for benefits.

How do I designate an Authorized Claimant?
An authorized claimant can be designated at any point in the claims process – at the pre-service, post service or
appeal level. Please contact a Tufts Health Plan Member Specialist at 1-800-462-0224 for the specifics on how
to appoint an authorized claimant.

Types of claims
There are several different types of claims that you may submit for review. Tufts HP’s procedures for reviewing
claims depends upon the type of claim submitted (urgent care claims, pre-service claims, post-service claims, and
concurrent care decisions).

Urgent care claim: An “urgent care claim” is a claim for medical care or treatment where the application of the
claims review procedure for non-urgent claims: (1) could seriously jeopardize your life, health or ability to regain
maximum function, or (2) based upon your provider’s determination, would subject you to severe pain that cannot
adequately be managed without the care or treatment being requested. For urgent care claims, Tufts HP will
respond to you within 72 hours after receipt of the claim. If Tufts HP determines that additional information is
needed to review your claim, we will notify you within 24 hours after receipt of the claim and provide you with a
description of the additional information needed to evaluate your claim. You have 48 hours after that time to
provide the requested information. Tufts HP will evaluate your claim within 48 hours after the earlier of our receipt
of the requested information, or the end of the extension period given to you to provide the requested information.

Italicized words are defined in Appendix A.
Types of claims, continued

Concurrent care decision: A “concurrent care decision” is a determination relating to the continuation/reduction of an ongoing course of treatment. If Tufts HP has already approved an ongoing course of treatment for you and considers reducing or terminating the treatment, Tufts HP will notify you sufficiently in advance of the reduction or termination of treatment to allow you to appeal the decision and obtain a determination before the treatment is reduced or terminated. If you request to extend an ongoing course of treatment that involves urgent care, Tufts HP will respond to you within 24 hours after receipt of the request (provided that you make the request at least 24 hours prior to the expiration of the ongoing course of treatment). If you reach the end of a pre-approved course of treatment before requesting additional services, the “pre-service” or “post-service” time limits will apply.

Pre-service claim: A “pre-service claim” is a claim that requires approval of the benefit in advance of obtaining the care. For pre-service claims, Tufts HP will respond to you within 15 days after receipt of the claim. If Tufts HP determines that an extension is necessary due to matters beyond our control, we will notify you within 15 days informing you of the circumstances requiring the extension and the date by which we expect to render a decision (up to an additional 15 days). If you make a pre-service claim, but do not submit enough information for Tufts HP to make a determination, we will notify you within 15 days and describe the information that you need to provide to Tufts HP. You will have no less than 45 days from the date you receive the notice to provide the requested information.

Post-service claim: A “post-service claim” is a claim for payment for a particular service after the service has been provided. For post-service claims, Tufts HP will respond to you within 30 days after receipt of the claim. If Tufts HP determines that an extension is necessary due to matters beyond our control, we will notify you within 30 days informing you of the circumstances requiring the extension and the date by which we expect to render a decision (up to an additional 15 days). If you make a post-service claim, but do not submit enough information for Tufts HP to make a determination, we will notify you within 30 days and describe the information that you need to provide to Tufts HP. You will have no less than 45 days from the date you receive the notice to provide the requested information.

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

STATEMENT OF RIGHTS UNDER THE NEWBORNS’ AND MOTHERS’ HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans or issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay or up to 48 hours (or 96 hours). However, to use certain providers or facilities, you may be required to obtain precertification. For information on precertification, contact your plan administrator.
FAMILY AND MEDICAL LEAVE ACT OF 1993

**Note:** The Family and Medical Leave Act only applies to groups with 50 or more employees.

Under the Family and Medical Leave Act of 1993 (FMLA), if an employee meets the eligibility requirements, that employee is legally allowed to take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

The FMLA was amended to add two new leave rights related to military service, effective January 16, 2009:

- **Qualifying Exigency Leave:** Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” due to the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Effective October 28, 2009, deployment to a foreign country was added as a requirement for exigency leave.
- **Military Caregiver Leave:** An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. The employee is entitled to a combined total of 26 weeks of all types of FMLA leave in the single 12-month period. Effective March 8, 2013, the definition of “covered service member” was expanded to include certain veterans.

In order to be eligible, the employee must have worked for his or her employer for a total of 12 months and worked at least 1,250 hours over the previous 12 months.

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance contributions while on leave. In some instances, the employer may recover contributions it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

An employee should contact his or her employer for details about FMLA and to make payment arrangements, if applicable. Additional information is also available from the U.S. Department of Labor: (1-866-487-9243, TTY: 1-877-899-5627 or [www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf](http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf).

**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 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 site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).

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 Web site at [www.tuftshealthplan.com](http://www.tuftshealthplan.com).
NOTICE OF PRIVACY PRACTICES

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.

Tufts Health Plan is committed to safeguarding the privacy of our members’ protected health information (“PHI”). PHI is information which:

- identifies you (or can reasonably be used to identify you); and
- relates to your physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by law to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to your PHI. This Notice of Privacy Practices describes how we may collect, use, and disclose your PHI, and your rights concerning your PHI. This Notice applies to all members of Tufts Health Plan’s insured health benefit plans (including HMO plans; Tufts Health Plan Medicare Preferred plans; and insured POS and PPO plans. It also applies to all members of health plans insured by Tufts Insurance Company (a Tufts Health Plan affiliate)). Unless your employer has notified you otherwise, this Notice of Privacy Practices also applies to all members of self-insured group health plans that are administered by a Tufts Health Plan entity.

How We Obtain PHI

As a managed care plan, we engage in routine activities that result in our being given PHI from sources other than you. For example, health care providers – such as physicians and hospitals – submit claim forms containing PHI to enable us to pay them for the covered health care services they have provided to you.

How We Use and Disclose Your PHI

We use and disclose PHI in a number of ways to carry out our responsibilities as a managed care plan. The following describes the types of uses and disclosures of PHI that federal law permits us to make without your specific authorization:

- **Treatment**: We may use and disclose your PHI to health care providers to help them treat you. For example, our care managers may disclose PHI to a home health care agency to make sure you get the services you need after discharge from a hospital.

- **Payment Purposes**: We use and disclose your PHI for payment purposes, such as paying doctors and hospitals for covered services. Payment purposes also include activities such as: determining eligibility for benefits; reviewing services for medical necessity; performing utilization review; obtaining premiums; coordinating benefits; subrogation; and collection activities.

- **Health Care Operations**: We use and disclose your PHI for health care operations. For example, this includes coordinating/managing care; assessing and improving the quality of health care services; reviewing the qualifications and performance of providers; reviewing health plan performance; conducting medical reviews; and resolving grievances. It also includes business activities such as: underwriting; rating; placing or replacing coverage; determining coverage policies; business planning; obtaining reinsurance; arranging for legal and auditing services (including fraud and abuse detection programs); and obtaining accreditations and licenses. We do not use or disclose PHI that is genetic information for underwriting purposes.

- **Health and Wellness Information**: We may use your PHI to contact you with information about: appointment reminders; treatment alternatives; therapies; health care providers; settings of care; or other health-related benefits, services and products that may be of interest to you. For example, we might send you information about smoking cessation programs, or we might send a mailing to subscribers approaching Medicare eligible age with materials describing our senior products and an application form.

- **Organizations That Assist Us**: In connection with treatment, payment and health care operations, we may share your PHI with our affiliates and third party “business associates” that perform activities for us or on our behalf, for example, our pharmacy benefit manager. We will obtain assurances from our business associates that they will appropriately safeguard your information.
NOTICE OF PRIVACY PRACTICES, continued

How We Use and Disclose Your PHI – continued

- **Plan Sponsors:** If you are enrolled in Tufts Health Plan through your current or former place of work, you are enrolled in a group health plan. We may disclose PHI to the group health plan’s sponsor – usually your employer – for plan administration purposes. A plan sponsor of an insured health benefit plan must certify that it will protect the PHI in accordance with law.

- **Public Health and Safety; Health Oversight:** We may disclose your PHI: to a public health authority for public health activities, such as responding to public health investigations; when authorized by law, to appropriate authorities, if we reasonably believe you are a victim of abuse, neglect or domestic violence; when we believe in good faith that it is necessary to prevent or lessen a serious and imminent threat to your or others’ health or safety; or to health oversight agencies for certain activities such as: audits; disciplinary actions; and licensure activity.

- **Legal Process; Law Enforcement; Specialized Government Activities:** We may disclose your PHI in the course of legal proceedings; in certain cases, in response to a subpoena, discovery request or other lawful process; to law enforcement officials for such purposes as responding to a warrant or subpoena; or for specialized governmental activities such as national security.

- **Research; Death; Organ Donation:** We may disclose your PHI to researchers, provided that certain established measures are taken to protect your privacy. We may disclose PHI, in certain instances, to coroners, medical examiners and in connection with organ donation.

- **Workers’ Compensation:** We may disclose your PHI when authorized by workers’ compensation laws.

- **Family and Friends:** We may disclose PHI to a family member, relative, or friend – or anyone else you identify – as follows: (i) when you are present prior to the use of disclosure and you agree; or (ii) when you are not present (or you are incapacitated or in an emergency situation) if, in the exercise of our professional judgment and in our experience with common practice, we determine that the disclosure is in your best interests. In these cases, we will only disclose the PHI that is directly relevant to the person’s involvement in your health care or payment related to your health care.

- **Personal Representatives:** Unless prohibited by law, we may disclose your PHI to your personal representative, if any. A personal representative is a person who has legal authority to act on your behalf regarding your health care or health care benefits. For example, an individual named in a durable power of attorney or a parent or guardian of an unemancipated minor are personal representatives.

- **Communications:** We will communicate information containing your PHI to the address or telephone number we have on record for the subscriber of your health benefits plan. Also, we may mail information containing your PHI to the subscriber. For example, communication regarding member requests for reimbursement may be addressed to the subscriber. We will not make separate mailings for enrolled dependents at different addresses, unless we are requested to do so and agree to the request. See below “Right to Receive Confidential Communications: for more information on how to make such a request.

- **Required by Law:** We may use or disclose your PHI when we are required to do so by law. For example, we must disclose your PHI to the U.S. Department of Health and Human Services upon request if they wish to determine whether we are in compliance with federal privacy laws.

If one of the above reasons does not apply, we will not use or disclose your PHI without your written permission (“authorization”). You may give us written authorization to use or disclose your PHI to anyone for any purpose. You may later change your mind and revoke your authorization in writing. However, your written revocation will not affect actions we’ve already taken in reliance on your authorization. Where state or other federal laws offer you greater privacy protections, we will follow those more stringent requirements. For example, under certain circumstances, records that contain information about: alcohol abuse treatment; drug abuse prevention or treatment; AIDS-related testing or treatment; or certain privileged communications, may not be disclosed without your written authorization. In addition, when applicable, we must have your written authorization before using or disclosing medical or treatment information for a member appeal. See below “Who to Contact for Questions or Complaints” if you would like more information.
NOTICE OF PRIVACY PRACTICES, continued

How We Protect PHI Within Our Organization

Tufts Health Plan protects oral, written and electronic PHI throughout our organization. We do not sell PHI to anyone. We have many internal policies and procedures designed to control and protect the internal security of your PHI. These policies and procedures address, for example, use of PHI by our employees. In addition, we train all employees about these policies and procedures. Our policies and procedures are evaluated and updated for compliance with applicable laws.

Your Individual Rights

The following is a summary of your rights with respect to your PHI:

- **Right of Access to PHI:** You have the right to inspect and get a copy of most PHI Tufts Health Plan has about you, or a summary explanation of PHI if agreed to in advance by you. Requests must be made in writing and reasonably describe the information you would like to inspect or copy. If you PHI is maintained electronically, you will also have the right to request a copy in electronic format. We have the right to charge a reasonable cost-based fee for paper or electronic copies as established by state or federal law. Under certain circumstances, we may deny your request. If we do so, we will send you a written notice of denial describing the basis of our denial. You may request that we send a copy of your PHI directly to another person that you designate. Your request must be in writing, signed by you, and clearly identify the person and the address where the PHI should be sent.

- **Right to Request Restrictions:** You have the right to ask that we restrict uses or disclosures of your PHI to carry out treatment, payment and health care operations, and disclosures to family members or friends. We will consider the request. However, we are not required to agree to it and, in certain cases, federal law does not permit a restriction. Requests may be made verbally or in writing to Tufts Health Plan.

- **Right to Receive Confidential Communications:** You have the right to ask us to send communications of your PHI to you at an address of your choice or that we communicate with you in a certain way. For example, you may ask us to mail your information to an address other than the subscriber’s address. We will accommodate your request if: you state that disclosure of your PHI through our usual means could endanger you; your request is reasonable; it specifies the alternative means or location; and it contains information as to how payment, if any, will be handled. Requests may be made verbally or in writing to Tufts Health Plan.

- **Right to Amend PHI:** You have the right to have us amend most PHI we have about you. We may deny your request under certain circumstances. If we deny your request, we will send you a written notice of denial. This notice will describe the reason for our denial and your right to submit a written statement disagreeing with the denial. Requests must be in writing to Tufts Health Plan and must include a reason to support the requested amendment.

- **Right to Receive an Accounting of Disclosures:** You have the right to a written accounting of the disclosures of your PHI that we made in the last six years prior to the date you request the accounting. However, except as otherwise provided by law, this right does not apply to: (i) disclosures we made for treatment, payment or health care operations; (ii) disclosures made to you or people you have designated; (iii) disclosures you or your personal representative have authorized; (iv) disclosures made before April 14, 2003; and (v) certain other disclosures, such as disclosures for national security purposes. IF you request an accounting more than once in a 12-month period, we may charge you a reasonable fee. All requests for an accounting of disclosures must be made in writing to Tufts Health Plan.

- **Right to authorized other use and disclosure:** You have the right to authorize any use or disclosure of PHI that is not specified within this notice. For example, we would need your written authorization to use or disclose your PHI for marketing, for most uses or disclosures of psychotherapy notes, or if we intended to sell your PHI. You may revoke an authorization at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.

- **Right to receive a privacy breach notice:** You have the right to receive written notification if we discover a breach of your unsecured PHI, and determine through a risk assessment that notification is required.

- **Right to this notice:** You have a right to receive a paper copy of this Notice from us on request.

Italicized words are defined in Appendix A.
NOTICE OF PRIVACY PRACTICES, continued

Your Individual Rights – continued

- **How to Exercise Your Rights:** To exercise any of the individual rights described above or for more information, please call a Member Services Coordinator at 1-800-462-0224 (TDD: 1-800-815-8580) or write to:

  Compliance Department  
  Tufts Health Plan  
  705 Mount Auburn Street  
  Watertown, MA 02472-1508

Effective Date of Notice

This Notice takes effect August 1, 2013. We must follow the privacy practices described in this Notice while it is in effect. This Notice will remain in effect until we change it. This Notice replaces any other information you have previously received from us with respect to privacy of your medical information.

Changes to this Notice of Privacy Practices

We may change the terms of this Notice at any time in the future and make the new Notice effective for all PHI that we maintain – whether created or received before or after the effective date for the new Notice. Whenever we make an important change, we will publish the updated Notice on our Web site at www.tuftshealthplan.com. In addition, we will use one of our periodic mailings to inform subscribers about the updated Notice.

Who to Contact for Questions or Complaints

If you would like more information or a paper copy of this Notice, please contact a Member Services Coordinator at the number listed above. You can also download a copy from our Web site at www.tuftshealthplan.com. If you believe your privacy rights may have been violated, you have a right to complain to Tufts Health Plan by calling the Privacy Officer at 1-800-208-9549 or writing to:

  Privacy Officer  
  Compliance Department  
  Tufts Health Plan  
  705 Mount Auburn Street  
  Watertown, MA 02472-1508

You also have a right to complain to the Secretary of Health and Human Services. We will not retaliate against you for filing a complaint.

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