



BlueCross BlueShield of New Mexico



Your Health Care Benefits Program

HMO Blue Group

A Guide To Your Group HMO Blue Care Health Care Plan – Extended Network Option

Account #: 111003

111003 (January 1, 2023)

Blue Cross and Blue Shield of New Mexico, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

IMPORTANT NOTICE

For all plans with an effective date of January 1, 2020, or later:

1. Cost-sharing and benefits limitations for an Emergency Health Care Service rendered by a Nonparticipating Provider shall be the same as if rendered by a Participating Provider. Prior Authorization shall not be required for Emergency Health Care Services.
2. Cost-sharing and benefits limitations for a Medically Necessary, non-emergent Health Care Service rendered by a Nonparticipating Provider at a Participating Facility where the covered person had no ability or opportunity to choose to receive the service from a Participating Provider shall be the same as if the service was rendered by a Participating Provider.
3. Cost-sharing and benefits limitations for a Medically Necessary, non-emergent Health Care Service where no Participating Provider is available to render the service shall be the same as if the service was rendered by a Participating Provider.

CUSTOMER ASSISTANCE

Customer Service: —The 24/7 Nurseline can help when you have a **health** problem or concern. The 24/7 Nurseline is staffed by Registered Nurses who are available 24 hours a day, 7 days a week.

24/7 Nurseline toll-free telephone number: 1-800-973-6329

When you have a **non-medical** benefit question or concern, call BCBSNM Monday through Friday from 6 A.M. - 8 P.M. and 8 A.M. - 5 P.M. on Saturdays and most holidays or visit the BCBSNM Customer Service department in Albuquerque. (If you need assistance outside normal business hours, you may call the Customer Service telephone number and leave a message. A Customer Service Advocate will return your call by 5 P.M. the next business day.) You may either call toll-free or visit the BCBSNM office in Albuquerque at:

Street address: 4373 Alexander Blvd. NE

Toll-free telephone number: 1-800-432-0750

Send all **written inquiries/Prior Authorization requests** and submit **medical/surgical Claims*** to:

Blue Cross and Blue Shield of New Mexico

P.O. Box 27630

Albuquerque, New Mexico 87125-7630

Prior Authorizations: Medical/Surgical Services and Prescription Drugs For Prior Authorization requests, call a Health Services representative, Monday through Friday 8 A.M. - 5 P.M., Mountain Time. Written requests should be sent to the address given above. **Note:** If you need Prior Authorization assistance between 5 P.M. and 8 A.M. or on weekends, call Customer Service. If you call after normal Customer Service hours, you will be asked to leave a message.

1-505-291-3585 or 1-800-325-8334

Mental Disorder and Chemical Dependency—For inquiries or Prior Authorizations related to Mental Disorder or Chemical Dependency services, call the Behavioral Health Unit (BHU):

24 hours/day, 7 days/week: 1-888-898-0070

Send Claims* to:

Claims, Behavioral Health Unit

P.O. Box 27630

Albuquerque, New Mexico 87125-7630

Website—For provider network information, Claim forms, and other information, or to e-mail your question to BCBSNM, visit the BCBSNM website at:

www.bcbsnm.com

***Exceptions to Claim Submission Procedures**—Claims for health care services received from Providers that do not contract **directly** with BCBSNM, should be sent to the Blue Cross and Blue Shield Plan in the state where services were received. **Note: Do not submit drug plan Claims to BCBSNM.** See *Section 8: Claim Payments and Appeals* for details on submitting Claims.

Be sure to read this Benefit Booklet carefully and refer to the <i>Summary of Benefits</i>.
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A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

A message from

Your Group Health Care Plan

Welcome to the Health Care Benefit Plan for eligible employees of **The Group** and their Eligible Family Members. Blue Cross and Blue Shield of New Mexico (BCBSNM), a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, and an Independent Licensee of the Blue Cross and Blue Shield Association is pleased to serve as the Claims Administrator for **The Group** self-funded health care benefit plan. You will be accessing the BCBS Preferred Provider network as if you were insured by BCBSNM.

Unlike most managed care health plans which restrict Members to using In-Network Providers, you may visit any licensed Health Care Provider of your choice and receive benefits for Covered Services. However, the Out-of-Network benefits under this health plan are lower than the In-Network benefits received for the Standard Network and Extended Network of Providers, both of which are administered by BCBSNM. Be sure and note the provisions identified by the terms Standard Network or Extended Network in this Benefit Booklet and any enclosures.

Please take some time to get to know your Health Care Benefit Plan coverage, including its benefit limits and exclusions, by reviewing this important document and any enclosures. Learning how this Plan works can help make the best use of your Health Care Benefits.

Note: The Plan's benefit administrator (BCBSNM) and **The Group** may change the benefits described in this Benefit Booklet. If that happens, BCBSNM or **The Group** will notify you of those mutually agreed upon changes.

If you have any questions once you have read this Benefit Booklet, talk to your benefits administrator or call us at the number listed on the back of your ID Card, or as listed in *Customer Assistance* on the inside front cover. It is important to all of us that you understand the protection this coverage gives you.

Thank you for selecting BCBSNM for your health care coverage. We look forward to working with you to provide personalized and affordable health care now and in the future.

Note: Under the Plan, you are not restricted to using certain network Providers exclusively, but may also choose to receive most services outside the network at a reduced benefit level. (This network is one of the largest in the state of New Mexico and you will be able to take advantage of the many In-Network Provider contracts that other Blue Cross Blue Shield Plans have throughout the United States.)

Sincerely,

Your Group Health Care Plan

If You Live Outside New Mexico

HMO - Participating Providers outside New Mexico and Nonparticipating Providers do not know what services need Prior Authorization under this Medical Plan, which is administered by BCBSNM. In these cases, it is your responsibility to make sure Preauthorization is obtained when needed. **Please make sure you are aware of Prior Authorization requirements in *Section 4*.** You may be responsible for all charges if you or your Provider do not receive authorization from **BCBSNM** for certain services. **All questions about your Plan benefits should be directed to BCBSNM - not to the BCBS Plan in your state of residency.**

Note:

This is a Managed Care Medical Plan that generally provides benefits ONLY for services received from a BCBS “HMO” (or HMO - Participating) Provider. Under the Managed Care Plan, if you obtain non-Emergency services from a Nonparticipating (non- HMO) Provider, the services will usually NOT be covered. Exceptions to this requirement are listed in *Section 3: How Your Plan Works*. It is YOUR responsibility to determine if a Provider is in the national BCBS HMO - Participating Provider network.

TABLE OF CONTENTS

SECTION 1: HOW TO USE THIS BENEFIT BOOKLET	3
SECTION 2: ENROLLMENT AND TERMINATION INFORMATION	8
SECTION 3: HOW YOUR PLAN WORKS.....	19
SECTION 4: UTILIZATION MANAGEMENT.....	29
SECTION 5: COVERED SERVICES.....	37
SECTION 6: GENERAL LIMITATIONS AND EXCLUSIONS.....	69
SECTION 7: COORDINATION OF BENEFITS (COB) AND REIMBURSEMENT	77
SECTION 8: CLAIMS PAYMENTS AND APPEALS.....	79
SECTION 9: GENERAL PROVISIONS	89
SECTION 10: DEFINITIONS.....	91
APPENDIX A: CONTINUATION COVERAGE RIGHTS UNDER COBRA	108
APPENDIX B: NOTICE – INQUIRIES/COMPAINTS AND INTERNAL/EXTERNAL APPEALS FOR SELF-FUNDER PLANS.....	111
BENEFIT BOOKLET NO SURPRISES ACT AMENDMENTS	

SECTION 1: HOW TO USE THIS BENEFIT BOOKLET

This Benefit Booklet describes the medical/surgical, Prescription Drug, and Mental Disorder/Chemical Dependency coverage available to Members of this Health Care Plan and the Plan's benefit limitations and exclusions.

- Always carry your current Plan ID Card issued by BCBSNM. When you arrive at the Provider's office or at the Hospital, show the receptionist your Plan ID Card.
- To find Doctors and Hospitals nearby, you may use the Internet, make a phone call, or request a hard copy of a directory from BCBSNM. See details in *Section 3: How Your Plan Works*.
- Call BCBSNM (or the Behavioral Health Unit) for Prior Authorization, if necessary. The phone numbers are on your Plan ID Card. See *Section 4: Utilization Management* for details about the Prior Authorization process.
- Please read this Benefit Booklet and familiarize yourself with the details of your Plan *before* you need services. Doing so could save you time and money.
- **In an Emergency, call 911 or go directly to the nearest Hospital.**

DEFINITIONS

Throughout this Benefit Booklet, many words are used that have a specific meaning when applied to your health care coverage. When you come across these terms while reading this Benefit Booklet, please refer to *Section 10: Definitions*, for an explanation of the limitations or special conditions that may apply to your benefits.

SUMMARY OF BENEFITS AND COVERAGE (SBC)

The Summary of Benefits and Coverage is referred to as the *Summary of Benefits* throughout this Benefit Booklet. The *Summary of Benefits* shows specific Member cost-sharing amounts and coverage limitations of your Plan. If you do not have a *Summary of Benefits*, please contact a BCBSNM Customer Service Advocate (the phone number is at the bottom of each page of this Benefit Booklet). You will receive a new *Summary of Benefits* if changes are made to your Health Care Plan.

IDENTIFICATION (ID) CARD

You will receive a BCBSNM identification (ID) card. The ID Card contains your “group” number and your identification number (including an alpha prefix) and tells Providers that you are entitled to benefits under this Health Care Plan with BCBSNM.

Carry it with you. Do not let anyone who is not named in your coverage use your card to receive benefits. If you need an additional card or need to replace a lost card, contact a BCBSNM Customer Service Advocate.

PROVIDER NETWORK DIRECTORY

In order to receive benefits for non-Emergency services, you need to use Providers who are in the BCBSNM HMO-Participating Provider network. (You have coverage for Nonparticipating Provider services only during and Emergency or when Prior Authorization has been obtained due to Medical Necessity.

The Provider network directory is available through the BCBSNM website at www.bcbsnm.com. The Provider network directory lists Providers and their qualifications in the Standard Network and the BCBSNM HMO-Participating Providers and Participating pharmacies in the Extended Network. (If you want a paper copy of a directory, you may request one from Customer Service. It will be mailed to you free of charge.) **Note:** Although Provider directories are current as of the date shown at the bottom of each page, they can change without notice. To verify a Provider's status, if you have any questions about the directory, contact a Customer Service Advocate or visit the BCBSNM website

DRUG PLAN BENEFITS

BCBSNM has Contracted with a separate Pharmacy Benefit Manager to administer your outpatient drug plan benefits. In addition to your Benefit Booklet, you will be sent important information about your drug plan benefits. For information specific to your drug plan coverage, see “Prescription Drugs and Other Items” in *Section 5: Covered Services*.

BLUECARD® BROCHURE

As a Member of a PPO health plan administered by BCBSNM, you take your health plan benefits with you – across the country and around the world. The BlueCard Program gives you access to Preferred Providers almost everywhere you travel or live. Almost 90 percent of Physicians in the United States contract with Blue Cross and Blue Shield (BCBS) Plans. You and your Eligible Family Members can receive the Preferred Provider level of benefits – even when traveling or living outside New Mexico – by using Health Care Providers that contract as Preferred Providers with their local BCBS Plan. You should have received a brochure describing this program in more detail. It's a valuable addition to your Health Care Plan coverage. Instructions for locating a Preferred Provider outside New Mexico are in the brochure or can be found on the BCBSNM website at www.bcbsnm.com.

BLUECARD® PROGRAM

As a Member of a HMO health plan administered by BCBSNM, you take your health plan benefits with you for Emergency services across the country and around the world. The BlueCard Program gives you access to Preferred Providers almost everywhere you travel or live. Almost 90 percent of Physicians in the United States contract with Blue Cross and Blue Shield (BCBS) Plans. You and your Eligible Family Members can receive the Preferred Provider level of benefits – even when traveling or living outside New Mexico – by using Health Care Providers that contract as Preferred Providers with their local BCBS Plan. You should have received a brochure describing this program in more detail. It's a valuable addition to your Health Care Plan coverage. Instructions for locating a Preferred Provider outside New Mexico are in the brochure or can be found on the BCBSNM website at www.bcbsnm.com.

LIMITATIONS AND EXCLUSIONS

Each provision in *Section 5: Covered Services* not only describes what is covered, but may list some limitations and exclusions that specifically relate to a particular type of service. *Section 6: General Limitations and Exclusions* lists limitations and exclusions that apply to *all* services.

IN-NETWORK (PREFERRED) PROVIDER BENEFIT ONLY

Some services are eligible for benefits **only** when received from Preferred Providers. Refer to your *Summary of Benefits* for specific details.

- Transplant and Transplant-related services (Services must be received at a Facility that contracts with BCBSNM, the local BCBS Plan, or the national BCBS Transplant network, for the Transplant being provided.)
- Preventive Services
- infertility services
- Autism Spectrum Disorder
- spinal manipulation
- Acupuncture
- allergy testing and serum

PRIOR AUTHORIZATION REQUIRED

To receive full benefits for some non-Emergency Admissions and certain medical/surgical services, you or your Provider must call the BCBSNM Health Services department **before** you receive treatment. If you do not call and receive Prior Authorization before receiving non-Emergency services, benefits for services may be denied. Call Monday through Friday, 8 A.M. to 5 P.M., Mountain Standard Time. See *Section 4: Utilization Management* for details. **Note:** Call Customer Service if you need Prior Authorization assistance after 5 P.M.

Emergency/Maternity Admission Notification

To receive full benefits for Emergency Hospital Admissions, you (or your Provider) should notify BCBSNM **within 48 hours** of Admission, or as soon as reasonably possible following Admission. Call BCBSNM's Health Services department, Monday through Friday, 8 A.M. to 5 P.M., Mountain Standard Time. Also, if you have a routine delivery and stay in the Hospital **more than 48 hours**, or if you have a C-section delivery and stay in the Hospital **more than 96 hours**, you must call BCBSNM for Prior Authorization before you are discharged.

Written Request Required

If a **written request** for Prior Authorization is required in order for a service to be covered, you or your Provider should send the request, along with appropriate documentation, to:

Blue Cross and Blue Shield of New Mexico
Attn: Health Services Department
P.O. Box 27630
Albuquerque, NM 87125-7630

Please ask your Health Care Provider to submit your request early enough to ensure that there is time to process the request before the date you are planning to receive services.

PRIOR AUTHORIZATION OF BEHAVIORAL HEALTH CARE

Prior Authorization for all inpatient and specified outpatient Mental Disorder and Chemical Dependency services must be obtained by the Behavioral Health Unit (BHU) at the phone number below (also listed on the back of your ID Card). For services requiring Prior Authorization, you or your Physician should call the BHU before you schedule treatment. Services performed in an Emergency room may be approved through Prior Authorization within 48 hours of Admission or, if the patient's condition makes it impossible to call within 48 hours, as soon as possible. The BHU will coordinate Covered Services with an In-Network Provider near you. **If you do not call and receive Prior Authorization before receiving non-Emergency services, benefits for services may be denied.** Call 7 days a week, 24 hours a day:

Toll-Free Phone Number: 1-888-898-0070

PRIOR AUTHORIZATION AND COMPLAINT/APEAL PROCEDURES

In addition to the summary of complaint and appeal procedures presented in this booklet, Appendix B: Notice - Inquiries/Complaints and Internal/External Appeals for Self-Funded Plans Providers all of the details of the BCBSNM complaint and appeals procedures, including external review by the NM Superintendent of Insurance and other actions that may be available under your health plan.

HEALTH AND WELLNESS MAINTENANCE AND IMPROVEMENT PROGRAMS

BCBSNM and your employer have the right to offer programs for the purposes of medical management programs, quality improvement programs, and health behavior wellness, maintenance or improvement over and above the standard benefits provided by this plan. These programs may allow for a reward, a contribution, a disincentive, a differential in premiums or a differential in medical, Prescription Drug or equipment, Copayment, Coinsurance, Deductibles or costs, or a combination of incentives and/or disincentives for Participating in any program offered or administered by BCBSNM or any retailer, Provider, or manufacturer chosen by BCBSNM to administer such program. Discounted programs for various health behavior wellness or insurance-related items and services may also be available from time to time. For details of current discounts or other programs available, please contact a customer services representative by calling the phone number on the back of your ID Card. Such programs may be discontinued with or without notice. Contact your employer for additional information regarding any value based programs offered by your employer.

For individuals in wellness programs who are unable to participate in these incentives or disincentives due to an adverse health factor shall not be penalized based upon an adverse status and unless otherwise permitted by law. Blue Cross Blue Shield will allow a reasonable alternative to any individual for whom it is unreasonably difficult, due to a medical condition, to satisfy otherwise applicable wellness program standards.

Contact Blue Cross Blue shield for additional information regarding any value based programs offered by Blue Cross Blue Shield.

VIRTUAL VISITS

Covered Services provided via consultation with a Virtual Visit Provider through interactive video via online portal or mobile application. Virtual Visits provide access to Providers who can provide diagnosis and treatment of non-Emergency medical conditions, Mental Disorder and Chemical Dependency conditions in situations that may be handled without a traditional office visit, Urgent Care visit or Emergency Care visit.

See your *Summary of Benefits* for the member cost share for Virtual Visits for primary care office visit and for Mental Disorders and Chemical Dependency Virtual Visits.

TELEMEDICINE MEDICAL SERVICES

Covered Services provided via consultation with a Contracted Provider through information and telecommunication technology. Telemedicine provides access to Providers who can provide diagnosis and treatment of non-Emergency medical conditions, Mental Disorders and Chemical Dependency in situations that may be handled without a traditional office visit, Urgent Care visit or Emergency Care visit.

See your *Summary of Benefits* for the Member cost share for primary care office visits and for Mental Disorder and Chemical Dependency visits.

CUSTOMER SERVICE

If you have any questions about your coverage, call or e-mail BCBSNM's Customer Service department. Customer Service Advocates are available Monday through Friday from 6 A.M. - 8 P.M. and 8 A.M. - 5 P.M., Mountain Standard Time on Saturdays and most holidays. If you need assistance outside normal business hours, you may call the Customer Service telephone number and leave a message. A Customer Service Advocate will return your call by 5 P.M. the next business day.

Customer Service representatives can help with the following:

- answer questions about your benefits
- assist with Prior Authorization requests
- check on a Claim's status
- order a replacement ID Card, Provider directory, Benefit Booklet, or forms

For your convenience, the toll-free customer service number is printed at the bottom of every page in this Benefit Booklet. Refer to Customer Assistance on the inside cover of this booklet for important phone numbers, website, and mailing information. You can also e-mail the Customer Service unit via the BCBSNM website noted below.

In addition to accepting e-mail inquiries, the BCBSNM website contains valuable information about BCBSNM Provider networks, the BCBSNM Drug List, and other Plan benefits. It also has various forms you can print off that could save you time when you need to file a Claim.

Website: www.bcbsnm.com

Behavioral Health Customer Service

When you have questions about your Mental Disorder and Chemical Dependency benefits, call the BCBSNM Behavioral Health Unit (BHU) for assistance.

Toll-free: 1-888-898-0070

Deaf and Speech Disabled Assistance

Deaf, hard-of-hearing, and speech disabled callers may use the New Mexico Relay Network. Dialing **711** connects the caller to the state transfer relay service for TTY and voice calls.

Translation Assistance

If you need help communicating with BCBSNM, BCBSNM offers Spanish bilingual interpreters for Members who call Customer Service. If you need multi-lingual services, call the Customer Service phone number on the back of your ID Card.

After Hours Help

If you need or want help to file a complaint outside normal business hours, you may call Customer Service. Your call will be answered by an automatic phone system. You can use the system to:

- leave a message for BCBSNM to call you back on the next business day

- leave a message saying you have a complaint or appeal
- talk to a nurse at the 24/7 Nurseline right away if you have a health problem

24/7 Nurseline

If you can't reach your Doctor, the free 24/7 Nurseline will connect you with a nurse who can help you decide if you need to go to the Emergency room or Urgent Care Center, or if you should make an appointment with your Doctor. The Nurseline will also give you advice if you call your Doctor and he or she can't see you right away when you think you might have an urgent problem. To learn more, call:

Toll-free: 1-800-973-6329

BCBSNM also has a phone library of more than 1000 health topics available through the Nurseline, including over 600 topics available in Spanish.

BLUE ACCESS FOR MEMBERSSM

To help Members track Claim payments, make health care choices, and reduce health care costs, BCBSNM maintains a flexible array of online programs and tools for Health Care Plan Members. The online "Blue Access for Members" (BAM) tool provides convenient and secure access to Claim information and account management features and the Cost Estimator tool. While online, Members can also access a wide range of health and wellness programs and tools, including a health assessment and personalized health updates. To access these online programs, go to www.bcbsnm.com, log into Blue Access for Members and create a user ID and password for instant and secure access.

If you need help accessing the BAM site, call:

BAM Help Desk (toll-free): 1-888-706-0583

Help Desk Representatives are available 24 hours a day, 7 days a week.

Note: Depending on your group's coverage, you may not have access to all online features. Check with your benefits administrator or call Customer Service at the number on the back of your ID Card. BCBSNM uses data about program usage and Member feedback to make changes to online tools as needed. Therefore, programs and their rules are updated, added, or terminated, and may change without notice as new programs are designed and/or as our Members' needs change. We encourage you to enroll in BAM and check the online features available to you - and check back in as frequently as you like. BCBSNM is always looking for ways to add value to your Health Care Plan and hope you will find the website helpful.

HEALTH CARE FRAUD INFORMATION

Health care and insurance fraud results in cost increases for Health Care Plans. You can help; always:

- Be wary of offers to waive Copayments, Deductibles, or Coinsurance. These costs are passed on to you eventually.
- Be wary of mobile health testing labs. Ask what your health care insurance will be charged for the tests.
- Review the bills from your Providers and the *Explanation of Benefits* (EOB) you receive from BCBSNM. Verify that services for all charges were received. If there are any discrepancies, call a BCBSNM Customer Service Advocate.
- Be very cautious about giving information about your health care insurance over the phone.

If you suspect fraud, contact the BCBSNM Fraud Hotline at 1-888-841-7998.

SECTION 2: ENROLLMENT AND TERMINATION INFORMATION

WHO IS ELIGIBLE

Unless otherwise specified in the Administrative Services Agreement, all active employees who have completed the Employee Probationary Period and who are regularly working the minimum number of hours specified in the Administrative Services Agreement and their Eligible Family Members are eligible for coverage. (No such Probationary Period may exceed 90 days unless permitted by applicable laws and rules, including but not limited to statutes, ordinances, judicial decisions and regulations. If BCBSNM records show that your group has a Probationary Period that exceeds the time period permitted by applicable laws and rules, including but not limited to statutes, ordinances, judicial decisions and regulations, then BCBSNM reserves the right to begin your coverage on a date that BCBSNM believes is within the required period. Regardless of whether BCBSNM exercises that right, your group is responsible for your Probationary Period. If you have questions about your Probationary Period or the number of hours you must work per week or to learn of any other eligibility criteria specified by your group, contact your benefits administrator.)

BCBSNM may request proof that a valid employer-employee relationship exists, if applicable, and/or that the applicant meets the eligibility requirements stated in the Administrative Services Agreement and the Member's application.

No eligibility rules or variations in premium will be imposed on you based on your specific health status, medical condition, Claims experience, receipt of health care, medical history, genetic information, evidence of insurability, disability, or any other health status-related factor. You will not be discriminated against for coverage under this Plan on the basis of race, color, national origin, disability, age, sex, gender identity or sexual orientation. Variations in the administration, processes, or benefits of this policy that are based on clinically indicated, reasonable medical management practices, or are part of permitted wellness incentives, disincentives and/or other programs do not constitute discrimination.

See “Re-Enrollment” in this section for important information if you or an Eligible Family Member were previously enrolled in a Health Care Plan administered by BCBSNM.

ELIGIBLE FAMILY MEMBERS

Covered family member, covered spouse, covered child - An eligible spouse or Eligible Child (as defined below) who has applied for and been granted coverage under the Subscriber's policy based on his/her family relationship to the Subscriber.

Eligible Family Members - Family members of the Subscriber, limited to the following persons:

- the Subscriber's legal **spouse**
- the Subscriber's Eligible Child through the end of the month in which the child reaches **age 26** (Once a covered child reaches age 26, the child is automatically removed from coverage and rates adjusted accordingly - unless the child is an Eligible Family Member under this Plan due to a disability as described below.)
- the Subscriber's **unmarried** child age 26 or older who was enrolled as the Subscriber's covered child in this health plan at the time of reaching the age limit, and who is medically certified as **disabled**, chiefly dependent upon the Subscriber for support and maintenance, and incapable of self-sustaining employment by reason of his/her disability. Such condition must be certified by a Physician and BCBSNM. Also, a child may continue to be eligible for coverage age 26 or older only if the condition began before or during the month in which the child would lose coverage due to his/her age. BCBSNM must receive written notice of the disabling condition within 31 days of the child's attainment of the limiting age and subsequently, as may be required by BCBSNM, but not more frequently than annually after the two-year period following the Child's attainment of the limiting age of 26.
- the Subscriber's **Domestic Partner** (NOTE: Not all governing bodies of the entities have approved allowing an employee's Domestic Partner and his/her children to be eligible for insurance coverage. Check with your benefits administrator for more information.)

Eligible Child - The following family members of the Subscriber through the end of the month during which the child turns age 26:

- natural or legally adopted child of the Subscriber
- child placed in the Subscriber's home for purposes of adoption (including a child for whom the Subscriber is a party in a suit in which the adoption of the child by the Subscriber is being sought)
- stepchild of the Subscriber (or otherwise Eligible Child of a Domestic Partner, if Domestic Partners are covered under your benefit plan)
- child for whom the Subscriber must provide coverage because of a court order or administrative order pursuant to state law

A child meeting the criteria above is an "Eligible Child" whether or not the Subscriber is the custodial or noncustodial parent, and whether or not the Eligible Child is claimed on income tax, employed, married, attending school or residing in the Subscriber's home, **except** that once the Subscriber is no longer a legal guardian of a child or there is no longer a court order to provide coverage to a child, the child must be eligible as a natural child, legally adopted child, or stepchild of the Subscriber in order to retain eligibility as a family member under this health plan.

A **Domestic Partner** is a person of the same or opposite sex who meets all of the following criteria:

- shares your permanent residence and has resided with you for no less than one year;
- is not less than 18 years of age;
- is financially interdependent with you and has proven such interdependence by providing documentation of at least two of the following arrangements: common ownership of real property or a common leasehold interest in such property; community ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is considered by BCBSNM to be sufficient to establish financial interdependency under the circumstances of your particular case;
- is not a blood relative any closer than would prohibit legal marriage; and
- has signed jointly with you, a notarized affidavit which can be made available to BCBSNM on request.

In addition, you and your Domestic Partner will meet the terms of this definition as long as neither of you nor your Domestic Partner:

- has signed a Domestic Partner affidavit or declaration with any other person within 12 months prior to designating each other as Domestic Partners hereunder;
- is currently legally married to another person; or
- has any other Domestic Partner, spouse, or spouse equivalent of the same or opposite sex.

You and your Domestic Partner must have registered as Domestic Partners if you reside in a state that provides for such registration. In any case, if your employer allows coverage for Domestic partners and their children, BCBSNM will require a notarized *Affidavit of Domestic Partnership* and at least three corroborating documents:

- joint lease/mortgage or ownership of property
- jointly owned motor vehicle, bank or credit account (only one qualifies)
- Domestic Partner named as beneficiary of the employee's life insurance and/or retirement benefits, and/or as primary beneficiary under employees will
- Domestic Partner assigned as power of attorney or legal designee by the employee
- both names on a utility bill and/or on an investment account

The federal government does not recognize Domestic Partners as qualified Eligible Family Members and therefore, the premium paid for their coverage cannot be pre-tax. In addition, the employee must pay tax on the portion of the premium paid by the employer for the Domestic Partner and his/her covered children. Employees wanting to change benefit elections involving a Domestic Partner must adhere to the same rules regarding qualifying events.

Within 31 days of hire, you must submit all required forms to your benefits administrator. Once you have made an election during your initial enrollment period of 31 days from your date of hire, you are locked into that decision until the next annual open enrollment period.

BCBSNM may require acceptable proof (such as copies of income tax forms, legal adoption or legal guardianship papers, or court orders) that an individual qualifies as an Eligible Family Member under this coverage. Unless listed as an Eligible Family Member, no other family member, relative or person is eligible for coverage as a family member. Common-law spouses are **not** considered legal spouses; in order to be considered eligible for coverage, a common-law spouse must meet the definition of "Domestic Partner."

Information for Noncustodial Parents

When a child is covered by the Plan through the child's noncustodial parent, then **The Group** will:

- provide such information to the custodial parent as may be necessary for the child to obtain benefits through the Plan;
- permit the custodial parent or the Provider (with the custodial parent's approval) to submit Claims for Covered Services with the approval of the noncustodial parent; and
- make payments on Claims submitted in accordance with the above provision directly to the custodial parent, the Provider, or the state Medicaid agency as applicable.

MEDICARE-ELIGIBLE MEMBERS

Shortly before you turn age 65 or qualify for Medicare benefits for other reasons, you are responsible for contacting the local Social Security office to establish Medicare eligibility. You should then contact your benefits administrator to discuss coverage options.

If an active employee qualifies under the provisions of federal law for the working aged (TEFRA), then the working employee age 65 or older and/or his/her eligible spouse age 65 or older who is covered by Medicare may continue this Plan coverage as primary over Medicare until the eligible employee retires.

A Member under age 65 receiving Medicare benefits due to disability or end-stage renal disease (ESRD) also has primary benefits under this Plan coverage, but for only a limited period of time. (For ESRD patients, this Plan coverage is primary only during the CMS-defined ESRD coordination time period - usually 30 months after the start of Dialysis. Medicare becomes primary when the Medicare ESRD coordination time period expires.)

In any case, if you are a Medicare beneficiary and you actively *select* Medicare as your primary coverage, this Plan is **not** available to you, and your employer may not offer you any other employer-sponsored Health Care Plan.

Refer to a Medicare Handbook or contact the Social Security Administration for more information and eligibility guidelines that apply to you.

APPLYING FOR COVERAGE

An eligible person can apply for coverage, including for his/her Eligible Family Members, by submitting an enrollment/change form to **The Group within 31 days** after becoming eligible according to the terms of the Administrative Services Agreement. **Note: The Group** cannot use genetic information or require genetic testing in order to determine or to limit or deny coverage.

WHEN COVERAGE BEGINS

The Group will determine your Effective Date of Coverage according to the provisions of the Administrative Services Agreement.

This Plan does not cover any service received before your Effective Date of Coverage (which, for Eligible Family Members, may be later than the Subscriber's effective date). Also, if your prior coverage has an extension of benefits provision, this Plan will not cover those charges incurred after your effective date that are covered under the prior benefit plan.

CHANGES TO COVERAGE

After initial enrollment, you may need to add Eligible Family Members to, or remove them from your coverage, update your address, or switch from Individual to Family coverage, or vice versa.

Your ability to change coverage types (e.g., from Family to Individual coverage, etc.) will depend on the rules and regulations set forth by your employer. Please contact your employer to find out when you can change your coverage type or remove a person from your coverage.

ADDING A FAMILY MEMBER TO COVERAGE

A Subscriber may apply for coverage of an Eligible Family Member (such as a new spouse or a newborn child). **Within 31 days** of acquiring the newly Eligible Family Member, the Subscriber must:

- request that the employer notify BCBSNM of the change,
- complete and submit all necessary enrollment/change forms and legal documentation of proof of dependency, and
- pay any additional premium or other employee contribution for coverage, which may mean changing, for example, from Individual to Family coverage.

Adding a Spouse or a Domestic Partner

If a Subscriber adds coverage for a spouse **within 31 days** of marriage, the effective date of the new Eligible Family Member's coverage will be no later than the first of the month following the date your group received the completed and signed enrollment/change application form. If the Subscriber does not submit a completed and signed enrollment/change application form to his/her benefits administrator or to BCBSNM (or to the COBRA administrator), along with necessary documentation and, if required, change from Individual (or Employee + Child(ren) coverage, if applicable) to Family coverage **within 31 days** of marriage, the spouse may not be added to coverage except as a Late Applicant (or as specified under "Special Enrollment" later in this section). You may also have the option of applying for a Two-Person (Employee + Spouse) coverage type. Ask your employer which coverage types are available to you. For example, if you are applying for coverage for a new spouse and his/her Eligible Child(ren), you will have to change to Family coverage. See "Adding an Eligible Child," below.

Domestic Partners and their Eligible Children may be added to existing coverage only during the annual open enrollment period.

Adding an Eligible Child

If you do not submit an application for an Eligible Child or add additional coverage, if required, within the time frames below, the child will be considered a **Late Applicant**, except as specified under "Special Enrollment."

Newborn Children

You should submit an application to add the newborn as an eligible Child as soon as possible after birth. If Family coverage (or Employee/Children coverage, if available) is in effect, a newborn, natural child is covered from birth. If, for example, Family coverage is not in effect, you must add coverage for the newborn **within 31** days of the birth in order for newborn care to be covered beyond day 31, (e.g., If an Employee + Children coverage type is not available to your Group, you would need to switch to Family coverage.). In any case, if the application is not received **within 31** days and additional premium or other employee contributions for coverage, if any, are not paid, the newborn is considered a Late Applicant.

Note: If the parent of the newborn is an Eligible Child of the Subscriber (i.e., the newborn is the Subscriber's grandchild), benefits are **not** available for the newborn.

Adopted Children

A child placed in the Subscriber's home for the purposes of adoption may be added to coverage as soon as the child is placed in the home. However, application for coverage can be made as late as **31 days** following legal adoption without being considered late. (Although a child over the age of 18 is not eligible for adoption, an adopted child is covered as any other child, subject to the same Eligible Child age limitations and restrictions.) **Note:** An adopted child who is not enrolled within 31 days of adoption or placement in the home will be considered a Late Applicant.

unless the child was previously enrolled in a Group health plan or other Creditable Coverage within 30 days of his/her adoption or placement for adoption and has had prior Creditable Coverage since that date with no significant lapse (i.e., 63 or more days).

Legal Guardianship

Application for coverage must be made for a child for whom the Subscriber or the Subscriber's spouse becomes the legal guardian **within 31 days** of the court or administrative order granting guardianship.

Stepchild

Application for coverage must be made for a stepchild **within 31 days** of the marriage to the stepchild's biological parent.

Court Ordered Coverage for Children

When an employee or employer is required by a court or administrative order to provide coverage for an Eligible Child, the Eligible Child may be enrolled in the Subscriber's Family coverage, or Employee/Children coverage, if available and will **not** be considered a Late Applicant. (If the Subscriber has Individual or Two-Person coverage, he/she may be required to pay additional premium in order for the Eligible Child to be added.) If not specified in the court or administrative order, the Eligible Child's Effective Date of Coverage will be the date the order has been filed as public record with the State or the effective date of Family coverage, or Employee/Children coverage, if available, whichever is later. **The Group** must receive a copy of the court or administrative order.

LATE APPLICANT

Unless eligible for a Special Enrollment, applications from the following enrollees will be considered late:

- anyone not enrolled **within 31 days** of becoming eligible for coverage under this Plan (e.g., a newborn child added to coverage more than 31 days after birth when, for example, Family coverage (or Employee/Children coverage, if available) is not already in effect, a child added more than 31 days after legal adoption, or a new spouse or stepchild added more than 31 days after marriage)
- anyone enrolling on the Group's initial BCBSNM enrollment date who was not covered under the Group's prior plan (but who was eligible for such coverage)
- anyone eligible but not enrolled during the Group's initial enrollment
- anyone who voluntarily terminates his/her coverage and applies for reinstatement of such coverage at a later date (except as a Provider under USERRA of 1994)

OPEN ENROLLMENT

Open enrollment is the period prior to the Group's anniversary date (ask your employer when your Group's open enrollment period is held). During the annual open enrollment period, any eligible employee and his/her Eligible Family Members may enroll as Members under this Plan.

SWITCH ENROLLMENT AND CHANGES IN PLAN

If your employer offers employees more than one choice of health plan, your Plan choice can only be changed outside open enrollment if you, as an active employee or Eligible Family Member of an active employee, are eligible for a Special Enrollment. (See "Special Enrollment for Active Employees and Their Eligible Family Members" for details.)

During an Open Enrollment Period

During an open enrollment period, the Subscriber and his/her Eligible Family Members may change coverage to one of the other Health Care Plans for which the Subscriber meets eligibility requirements. This is the only period of time during which a Member may "voluntarily" change from one Health Care Plan to another for which he/she is eligible.

Outside the Open Enrollment Period

If you or your covered family member must change to another Health Care Plan being offered by the employer because of a change in the Subscriber's residency (i.e., moving outside an HMO Service Area) or family status (i.e., a Special Enrollment qualifying event), an enrollment/change form must be submitted to **The Group** as soon as possible (or, for continuation Members, the COBRA administrator). Your effective date under the new health plan will be the first of the month following your change in eligibility status. If you are switching to another health plan due to a Special Enrollment, the effective date of change is explained below.

SPECIAL ENROLLMENT FOR ACTIVE EMPLOYEES AND THEIR COVERED FAMILY MEMBERS

There are four instances ("qualifying events") in which an eligible person can obtain a "Special Enrollment" right (see definition in *Section 10: Definitions*). You have a limited amount of time during which you may request a Special Enrollment. If you do not request Special Enrollment **within the time period specified below**, you will be considered a Late Applicant.

Note: There are no Special Enrollments for persons applying for any continuation coverage if offered under your Plan. You must enroll in these coverages timely.

Qualifying Events

The four instances of Special Enrollment are:

Loss of Prior Coverage

An eligible employee who declined coverage when initially eligible because of having other comprehensive medical coverage and who later *involuntarily* loses the other coverage (or who reaches a lifetime maximum under the prior benefit plan), may apply for coverage for himself/herself and Eligible Family Members. (The Eligible Family Members need not have been covered under the prior benefit plan when the employee has been granted a Special Enrollment under this provision.) Currently enrolled employees may also add Eligible Family Members to coverage under this provision if the Eligible Family Member had prior Creditable Coverage that was involuntarily lost or had reached lifetime benefit maximum under the other carrier's benefit plan. (See definition of "Involuntary Loss of Coverage" in *Section 10: Definitions*.)

If a completed and signed enrollment/change form is received by the benefits administrator **within 31 days** of losing the other coverage (or **within 31 days** of receiving the first denial notice informing the employee or Eligible Family Member that he/she had reached a lifetime limit), the applicant(s) will **not** be considered late.

Documentation from the prior carrier - supporting the fact that the person had prior Creditable Coverage that was lost involuntarily - may be submitted at a later date with the employer's approval, but the employee must submit the completed and signed enrollment/change form **within 31 days** of the loss of coverage (or denial notice). **Note:** Enrollment changes cannot be processed until **all documentation** is provided to the benefits administrator.

If the employee lost prior coverage, Special Enrollment is available to the current employee and any Eligible Family Members of the employee (including spouse). If an Eligible Family Member of the current employee lost prior coverage, Special Enrollment is available for the affected Eligible Family Member and the employee (not other Eligible Family Members). The choice to quit paying premiums, for example, because the Subscriber or one family member under the other carrier's benefit plan reaches a lifetime benefit maximum in **not** an example of Involuntary Loss of Coverage for the entire family. However, in the case of one Eligible Family Member losing prior coverage, although all family members may not be eligible for a "Special" Enrollment, Eligible Family Members may be enrolled at the same time as the special enrollee, subject to Late Applicant provisions. Also, in order to be eligible for a Special Enrollment due to loss of prior coverage, the declining person must have completed a waiver of coverage statement when first eligible to enroll, and the reason stated for declining coverage must have been due to having other coverage. If an employee requests a Special Enrollment for self only, Eligible Family Member(s) only, or both, BCBSNM requires proof of loss of coverage or proof of the date of the event.

Change in Family Status

An employee who acquires a new Eligible Family Member due to marriage, birth, adoption, or placement for adoption may apply for a Special Enrollment in this Plan for himself/herself **and other family members** who

are eligible for coverage under this Plan. Application for Special Enrollment of the employee and his/her Eligible Family Members will **not** be considered late if submitted **within 31 days** of the marriage, birth, adoption, or placement of the Eligible Child in the Subscriber's home. If submitted more than 31 days following the change in family status, Special Enrollment is not available.

- **Newborn or Adopted Child:** For a change in family status due to birth of an eligible newborn or adoption of a child, coverage begins on the date of birth or adoption (or, if earlier, on the date of placement in the Subscriber's home).
- **Marriage:** The Effective Date of Coverage for all persons granted a Special Enrollment due to marriage will be the same as the new spouse's Effective Date of Coverage as described under "Adding An Eligible Family Member to Coverage."

This right to Special Enrollment upon a change in family status applies to the employee and to all Eligible Family Members.

Establishing a new Domestic Partnership and adding a child to coverage due to a court order are **not** considered a change in family status for purposes of the "Special Enrollment" provision.

Loss of Medicaid/SCHIP Eligibility

If an eligible employee or his/her Eligible Family Member is not currently enrolled in the Plan and loses eligibility under Medicaid or under a state child health plan (SCHIP), the person losing such coverage may enroll in the Plan without being considered a Late Applicant. To be eligible for Special Enrollment, the person must apply for coverage under the group health plan no later than **60 days** after the date of termination of Medicaid or SCHIP coverage. (In order for an Eligible Family Member to be eligible for Special Enrollment, the employee must be covered under the employer group health plan. If the employee is not enrolled in the Plan when the Eligible Family Member becomes eligible for assistance, the employee must enroll into the Plan at the same time as the Eligible Family Member.) Documentation from the state - supporting the fact that the person had Medicaid/SCHIP coverage that was lost involuntarily - may be submitted at a later date with the employer's approval, but the employee must submit the completed and signed enrollment/change form within **60 days** of the loss of coverage. **Note:** Enrollment changes cannot be processed until **all documentation** is provided to the employer.

If the employee lost Medicaid/SCHIP coverage, Special Enrollment is available to the current employee and any Eligible Family Members of the employee (including spouse). If an Eligible Family Member of the current employee lost Medicaid/SCHIP coverage, Special Enrollment is available for the affected Eligible Family Member and the employee (not other Eligible Family Members).

Medicaid/SCHIP Group Health Plan Premium Assistance Eligibility

A state may offer premium subsidies through Medicaid or a state child health plan (SCHIP) to low-income children and their families for qualified employer-sponsored coverage. This includes premium assistance for continuation coverage under federal or state law. Therefore, if an eligible employee or an Eligible Family Member is not enrolled in the Plan and later becomes eligible for group health plan premium assistance under Medicaid or under SCHIP, the eligible person may enroll in the Plan without being considered a Late Applicant. To be eligible for Special Enrollment, the affected person must apply for coverage through the employer no later than **60 days** after becoming eligible for premium assistance. (In order for a family member to be eligible for Special Enrollment, the employee must be covered under the employer's health plan. If the employee is not enrolled in the Plan when the Eligible Family Member becomes eligible for assistance, the employee must enroll in to the Plan at the same time as the Eligible Family Member.)

Documentation from the state - supporting the fact that the person is eligible for premium assistance from Medicaid or SCHIP - may be submitted at a later date with the employer's approval, but the employee must submit the completed and signed enrollment/change form **within 60 days** of the affected person's premium assistance eligibility date. **Note:** Enrollment changes cannot be processed until **all documentation** is provided to the employer.

The current employee who is eligible but not enrolled for coverage under the terms of the group health plan (or a dependent of such an employee who is eligible but not enrolled for group health plan coverage under such terms) may enroll in the group health plan upon becoming eligible for a state premium assistance subsidy under Medicaid or SCHIP if Special Enrollment is requested in a timely manner.

Applying for Special Enrollment

Application for Special Enrollment must be made **within the time period specified for each of the qualifying events above** in order to qualify you and/or your Eligible Family Member(s) for a Special Enrollment right (switch enrollment may be available to Members who are offered more than one Plan option). Please contact your benefits administrator for details about Special Enrollment privileges that apply to you and your Eligible Family Members.

Waiving Coverage

If an employee declines to enroll in this group health plan when initially eligible to do so, the employee must sign a waiver of coverage statement and submit it to the benefits administrator. **It is very important that the employee indicate the reason for declining coverage.** If the employee declined coverage due to having other health care coverage and later involuntarily loses the other coverage, the employee and his/her Eligible Family Members may be eligible to enroll in the employer's Group plan as "special enrollees." An employee waiver of coverage statement, indicating that coverage is being declined due to having coverage, must be submitted to the employer **within 31 days** of becoming eligible for coverage under the employer's Health Care Plan. If you later lose the other coverage and wish to enroll in the Plan as a result, you will also need to submit proof that you had the required Creditable Coverage.

If you do not enroll an Eligible Family Member when he/she is initially eligible, you do not need to sign a waiver of coverage statement. However, if the affected family member later loses the other coverage and requests a Special Enrollment, you *will* need to submit proof that the family member had the required Creditable Coverage.

If the person declining coverage later requests a Special Enrollment, but no such proof of loss or prior coverage is provided, or if the reason for declining coverage is *not* due to having other coverage, he/she will be ineligible for Special Enrollment. If the person chooses to enroll anyway, the person will be considered a Late Applicant.

Coverage Effective Date

If a Member is granted a Special Enrollment due to Involuntary Loss of Coverage, due to premium assistance eligibility, or due to marriage, and all required documentation is received timely by your benefits administrator, coverage will begin no later than the first day of the month after your benefits administrator received the request for Special Enrollment. However, for a change in family status due to birth of an eligible newborn or adoption of a child, coverage begins on the date of birth or adoption.

If a completed and signed enrollment/change form is **not** received within the time periods set forth in this section, the employee and /or his /her Eligible Family Members will be considered Late Applicants and no Special Enrollment right will be available.

RE-ENROLLMENT

If a previously covered employee and/or Eligible Family Member is re-enrolled in this Group Plan, he/she will usually be considered a Late Applicant. See "Leave of Absence or Military Service" and "Special Enrollment" for exceptions and details.

Any individual whose previous BCBSNM contract was terminated for Good Cause is not eligible to re-enroll in this Plan, unless approved in writing by BCBSNM. (Members currently enrolled in continuation coverage may not re-enroll once coverage is terminated, unless eligibility under this Plan is re-established.)

If coverage is voluntarily discontinued by a COBRA Member, the terminated Member may not re-enroll at any time.

NOTIFICATION OF ELIGIBILITY AND ADDRESS CHANGES

The Subscriber must notify **The Group within 31 days** following any changes that may affect his/her or a family member's eligibility, including a change to a covered family member's name or address, by indicating such changes on an enrollment/change form and submitting it to **The Group**. You can obtain this form at BCBSNM's website at www.bcbsnm.com, from your benefits administrator, or by calling the BCBSNM Customer Service department. (Members covered under federal continuation must submit enrollment/change forms directly to the COBRA administrator.)

Employees and Their Eligible Family Members

Employees covered under the Group Plan are responsible for completing and submitting signed enrollment/change forms to your employer.

COBRA Continuation Policy Members

If you are covered under a COBRA continuation policy, you must contact the COBRA administrator. The name, address, and phone number of the administrator will be provided to you should you elect COBRA coverage.

COVERAGE TERMINATION

Unless stated otherwise, if you do not elect or do not qualify for continuation coverage (see “How to Continue Coverage”), coverage ends at the end of the month following the earliest of the date:

- The employee **terminates employment** or **otherwise loses eligibility** according to the terms of the Administrative Services Agreement. If the Group or Subscriber fails to notify BCBSNM **within 30 days** to remove an ineligible person from coverage, BCBSNM may recover any payment made on the ineligible person's behalf.
- When the **premium payment** or other employee contribution for coverage is not received on time. (Coverage will be suspended if premium is not paid when it is due. If premium is not received **within 30 days** after its due date, the Group or affected Member(s) will be terminated at the end of the last-paid billing period. Any Claims received and paid for during the 30-day grace period will be billed both to the Subscriber and to the group or, in the case of continuation coverage, to the Subscriber.)
- When the Member begins a **leave of absence** or enters the **armed forces for more than 30 days** or as provided by law. (See “Leave of Absence or Military Service.”)
- When the **Member materially fails to abide by the rules**, policies, or procedures of this Plan or fraudulently provides or materially misrepresents information affecting coverage. If a Member knowingly gave false material information in connection with the eligibility or enrollment of the Subscriber or any of his/her Eligible Family Members, **The Group** may terminate the coverage of the Subscriber and his/her Eligible Family Members retroactively to the date of initial enrollment. The Subscriber is liable for any benefit payments made as a result of such improper actions.
- When the Subscriber **dies**. (Surviving Eligible Family Members remain covered through the last-paid billing period.)
- If this Plan is primary over **Medicare** due to federal laws and regulations, when the Medicare-Eligible Member *chooses* Medicare as his/her primary coverage. (See “Medicare-Eligible Members” for information on coverage options for Members who are entitled to Medicare.)
- When the Member acts in a **disruptive** manner that prevents the orderly business operation of any network Provider or dishonestly attempts to gain a financial or material advantage.
- When Group **coverage is discontinued** for the entire Group or for the employee's enrollment classification.
- When **The Group** gives BCBSNM or BCBSNM gives **The Group** a minimum **30 days' advance written notice**.

Additional Family Member Termination Reasons

In addition, coverage will end for any family member on the earliest of the above dates or the earliest of the following dates:

- at the end of the **last-paid billing period** for Family coverage;
- at the end of the month when a child **no longer qualifies as an Eligible Child** under the Plan (e.g., a child is removed from placement in the home or reaches the Eligible Child age limit);
- at the end of the month following the date of a final **divorce** decree or **legal separation** for a spouse;
- at the end of the month when the Subscriber gives a minimum **30 days' advance notice** in writing to end coverage for a covered family member(s), according to the rules of your Plan as established by your employer.

- at the end of the month following the dissolution of a Domestic Partnership.

If a family member is being removed from coverage because of losing his/her eligibility under the Plan (for reasons other than reaching the Eligible Child age limit), the enrollment/change form must be received by BCBSNM **within 31 days** following the effective date of the change. In these cases, the member will be removed from coverage as of the end of the month following the change in his/her eligibility status and payroll deductions will be properly adjusted, if necessary. BCBSNM and the Providers of care may recover benefits erroneously paid on behalf of the removed member.

Voluntary Termination of Coverage

To remove a family member from coverage before loss of eligibility or to voluntarily terminate his/her own coverage, the Subscriber must submit a completed enrollment/change form to his/her benefits administrator. If voluntary termination is allowed under your Plan outside the annual renewal period, coverage will end the first of the month following receipt of the enrollment/change form. Voluntarily terminated Members may re-enroll under the Plan only as Late Applicants (except as provided under “Special Enrollment”). Also, these Members are **not** eligible for any extension of benefits or federal continuation coverage. Voluntarily terminated Members may apply for individual coverage offered by BCBSNM; a health statement will be required and the application may be denied.

Termination of Continuation Coverage

See “How to Continue Coverage” for more information.

Leave of Absence or Military Service

Coverage will end for a Subscriber and his/her Eligible Family Members at the end of the month during which the leave began. During a leave of absence covered by the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), coverage will continue as provided by law. Contact your benefits administrator for information.

HOW TO CONTINUE COVERAGE

If you lose coverage under this Plan, you may be able to continue coverage for a limited period of time. **Note:** There is no Special Enrollment under these provisions. You must enroll timely to qualify for continued coverage.

Continuation Coverage

Your group may be subject to the provisions for continuation of plan coverage under federal law (COBRA or USERRA). If so, employees and their covered family members excluding Domestic Partners who lose eligibility under this Group Health Care Plan may be able to continue as Members, without a health statement, for a limited period of time by purchasing the continuation coverage described below. You must pay premiums from the date of loss of Group coverage.

You are not eligible to enroll for continuation coverage if:

- the employer stops offering this coverage to its employees, *or*
- you do not elect continuation coverage in a timely fashion.

Refer to *Appendix A: Continuation Coverage Rights under COBRA* or contact your benefits administrator for details about enrolling in continuation coverage.

Continuation Benefits

Continuation coverage is identical to the coverage a similarly situated regular Member has. If the coverage for regular Members changes, your continuation coverage will reflect the same change. For example, if the Plan's Deductible or other cost-sharing amounts change for regular Members, yours will change by the same amount.

Federal Continuation (COBRA)

Unless approved in writing by BCBSNM, the following persons may **not** enroll in this continued coverage option:

- one who **voluntarily** terminated coverage while still eligible (*Involuntary termination* includes loss of coverage under the following situations only: legal separation, divorce, loss of Eligible Child eligibility status, death of the Subscriber, termination of employment, reduction in hours, or termination of employer contributions. Any other reason is considered voluntary.)
- a covered family member who was removed from coverage by the Subscriber while the family member was still eligible
- any Member whose BCBSNM health care coverage was terminated for good cause

Continuation coverage under federal law ends on the **earliest** of the following dates or any of the applicable dates listed under “Coverage Termination” earlier in this section:

- the first of the month when you become entitled to Medicare
- when the employer discontinues offering this Plan to employees (If this Plan is replaced by another Health Care Plan, continuation coverage will also be replaced by the new Plan.)
- when you become covered under another Group Health Care Plan
- when the continuation period expires

Premium Payments

Subscribers under federal COBRA continuation coverage must pay premiums to the COBRA administrator. Contact your benefits administrator for an application for coverage and details.

USERRA Continuation Coverage

Employees and their covered family members who lose Group coverage because the employee is absent from work due to military service may be able to continue coverage for **up to 24 months** after the absence begins. Contact your benefits administrator for details about the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

SECTION 3: HOW YOUR PLAN WORKS

OVERVIEW OF THE GROUP HEALTH PLAN

The **Group** Managed Health Care Plan is designed to help you stay healthy and to treat you when you are not. The Plan is unique in several ways:

- You do not need to select a Primary Care Physician (PCP) to coordinate your health care, but you are encouraged to visit your PCP before seeking specialist care. You pay a lower Copayment for the office visits of a PCP.
- You have wellness benefits that encourage you to take care of yourself.
- The In-Network (Standard and Extended Network) services are available to all Members of the Plan and provides you with the convenience of fixed-dollar Copayments for most services when you use In-Network Providers.
- You have the option to choose In-Network services from Providers belonging to the Standard Network or the Extended Network. The Extended Network extends Plan benefits to BCBSNM's HMO-Participating Health Care Providers who are not part of the Standard Network. Copayments for Covered Services received from a Provider in the Extended Network are slightly higher than those charged by a Provider within the Standard Network. However, there is a wider choice of Providers under the Extended Network.
- When you use In-Network Providers, you do not have to worry about the paperwork - the Provider will file Claims for you. Usually, you simply pay a Copayment (or applicable Member share) at the time of the visit.
- Members may choose to receive Covered Services from any Provider outside their network (Out-of-Network services) and still receive benefits, subject to annual Deductible and Coinsurance. Note: Some services are not covered unless received from In-Network Providers. See your *Summary of Benefits* for details.

Provider Network Overview

You have three levels of coverage - **Standard Network, Extended Network and Out-of-Network**. Any Provider that is not in either the Standard Network or the Extended Network is considered Out-of-Network. To receive the Standard Network level of coverage, Covered Services must be received from a Provider in the Standard Network. To receive Extended Network level of coverage, Covered Services must be received from a Provider that is contracted with BCBSNM as an HMO-Participating Provider.

The Out-of-Network level of coverage allows you to access health care without visiting Providers within the Standard or Extended Network. You have to pay an annual Deductible and a percentage of Covered Charges for services from an Out-of-Network Provider. (In some cases, such as for Emergency care, Out-of-Network Provider services may be eligible for a higher level of coverage. See "Network Exceptions" for details.)

Standard Network Provider

The Standard Network is made up of Health Care Providers employed by The Group, including all Hospitals of The Group. The network also includes a limited number of non-Group HMO Health Care Providers that contract with BCBSNM as part of the Standard Network.

Extended Network Provider

The Extended Network includes any Health Care Provider contracting with BCBSNM as an HMO-Participating Provider.

IN-NETWORK PROVIDERS SERVICES

You will pay a fixed-dollar Copayment for most Covered Services from In-Network Providers (or Participating Providers). (The Extended Network has a slightly higher Copayment for Covered Services.) In order to make the most of your health plan benefits, it is important that you understand the differences between PCP (See *Your Primary Care*

Provider later in this section) and an In-Network Specialty (see *In-Network Specialist and Hospitals*, later in this section).

Members can choose a Provider from either the Standard or Extended Network. In order to receive the highest level of coverage, Members must choose a Provider from the Standard Network.

Your Primary Care Provider (PCP)

PCPs are In-Network Provider who have signed special HMO Primary Care Provider agreements with BCBSNM and are specifically listed as HMO Plan PCPs in the Provider directory or on-line Provider finder (see *Provider Directory and Online Provider Finder* later in this section). They include family and general practice, internal medicine, obstetrics/gynecology, and pediatric Health Care Providers conveniently located throughout New Mexico and, in the Extended Network, along the New Mexico border of neighboring states. Note: Some Providers in the Specialty list do not choose to sign PCP agreements; Professional Provider that have not signed a PCP agreement are considered specialist. (See *Network Exceptions* for information about office visit benefits for OB/GYN Provider who have not signed a PCP contract.)

You do not need to choose a PCP at the time of enrollment. However, when you visit a Provider that is a PCP, you will pay a lower Copayment for office visits than if you visit an In-Network Specialist. Note: Certain Mental Disorder and Chemical Dependency services and OB/GYN services are also subject to lower office visit Copayments. See your *Summary of Benefits*.

Visiting Your PCP

To avoid possible delays when scheduling an appointment, please follow these steps:

- For routine appointments or sudden illness call your PCP's office and identify yourself as a BCBSNM Member. You will be given instructions to follow.
- To receive office care after your PCP's normal business hours or on weekends and holidays, you should call your PCP (or the Physician who is on call for the PCP) and request instructions.

Upon arriving for an appointment, show your BCBSNM Plan ID Card to the Provider's receptionist.

Cancelling an Appointment

If you need to cancel an appointment, notify your PCP as soon as possible, but at least 12 hours before the scheduled appointment. You may be charged a fee for a missed appointment. This Plan will not pay for such a charge. If you are going to be late for an appointment, please notify your PCP's office; you may be asked to reschedule.

In-Network Specialist and Hospitals

In-Network Specialists are Health Care Practitioners who have an HMO-participating network contract with BCBSNM - but have not signed an agreement to operate as an HMO (or managed care) Plan PCP. A specialist does not include Hospital or other Treatment Facilities, Urgent Care Facilities, pharmacies, equipment suppliers, Ambulance companies, or similar ancillary Health Care Providers.

If you need care that is not available from your PCP, your PCP may recommend that you visit another, more appropriate In-Network specialist or Facility. **You do not need a referral from your PCP** before seeking care from any In-Network Facility, specialist, or other Health Care Provider. With the Standard and Extended Networks, you have the freedom of going directly to the In-Network Provider of your choice and receiving benefits for Covered Services.

Keep Your PCP Informed

Although you do not need a PCP referral before arranging to receive Covered Services from another In-Network Provider, you should consult with your PCP if possible. Your PCP knows you and your medical history and may be able to suggest a course of treatment or a particular specialist that is more appropriate than the one you may be considering. Also, many specialist and Facilities will not take patients who have not been referred to them by a Physician.

Prior Authorization Needed for Some Services

Your PCP is also aware of the types of services that require Prior Authorization from BCBSNM and is familiar with the kind of medical information BCBSNM needs in such cases. While you may call BCBSNM for Prior Authorization (before you incur costs that may not be covered), you may be told that your PCP or Other Provider must call BCBSNM to obtain the Prior Authorization for you. If this is the case, please call your PCP or other In-Network Provider and discuss your Prior Authorization request with them. Your Provider is not obligated to request Prior Authorization on your behalf if he/she does not agree that services you are requesting are appropriate or Medically Necessary.

Out-of-County Services

This Plan does not cover services received outside the United States at the In-Network benefit level unless there is an Emergency. See *Section 8: Claims Payments and Appeals* for more information about filing Claims for out-of-country services.

Emergency and Urgent Care

You do not need Prior Authorization before seeking Emergency Care for any Hospital or Ambulance. Such services will be covered at the appropriate In-Network level of coverage.

For Urgent Care, you must get BCBSNM authorization within 48 hours of receiving services outside New Mexico (or from other Out-of-Network Providers in New Mexico). If you do not call your PCP within this time period or if your PCP does not agree that you require Urgent Care and does not approve the Prior Authorization request to BCBSNM, Covered Services will be paid at the Out-of-Network level of coverage.

See Network Exceptions later in this section for information about receiving Urgent Care services from Out-of-Network Providers.

OUT-OF-NETWORK PROVIDER SERVICES

If you visit an Out-of-Network Provider (or Nonparticipating Provider) for non-Emergency care, you will receive Out-of-Network benefits for Covered Services in most cases. (Some benefits are not available unless services are received from an In-Network Provider. See your *Summary of Benefits*.)

When you go outside the Network, your choice of Providers will determine if you will have to pay the difference between the Covered Charge and the billed charge for a Covered Service, in addition to the annual Out-of-Network Deductible and Coinsurance:

BCBS-Participating Providers

When obtaining services outside the Standard and Extended Networks, you can take advantage of the non-HMO Participating Provider contracts that BCBSNM has with Providers throughout New Mexico and along the borders of neighboring states - and the Participating agreements that other BCBS Plans have with Providers throughout the world. An Out-of-Network Provider that participates as a non-HMO Provider with a BCBS Plan will accept the Covered Charge for Covered Services as payment in full and will bill you only for Deductible and Coinsurance, and for non-Covered Services. These BCBS Participating Providers will write off the difference between the billed charge and the Covered Charge, reducing your Out-of-Pocket expenses. These Providers will also file Claims on your behalf to the appropriate BCBS Plan based on where the services were received.

Nonparticipating Provider Services

You can always choose to visit an Out-of-Network Provider that is not in the BCBS participant network, but you will have to pay the difference between the Covered Charge and the Provider's billed charge. These Nonparticipating Providers are not obliged to file Claims on your behalf. Note: The difference between a Provider's billed charge and the Covered Charge can be significant - and it is not applied to any Deductible or Out-of-Pocket Limit under the Plan. **You will be entirely responsible for payment of this difference.**

Before seeking specialist services, you need to be aware of Prior Authorization requirements, which are described in *Section 4: Utilization Management*.

Important: If you choose to see a Physician for non-Emergency Care, whether In-Network or Out-of-Network, and find that you have received services needing Prior Authorization - and did not get the authorization, benefits for the service may be denied. In such cases, **you may be responsible for the entire cost of the service** - even if you were not aware of the Prior Authorization requirements.

Covered Charges
*For Covered Charges related to Claims from Providers that contract directly with BCBSNM, see "Covered Charges" in <i>Section 8: Claims Payments and Appeals</i> .
*For Covered Charges related to Claims from Out-of-Network Providers, see "Benefit Level Exceptions" later in this <i>Section 3: How Your Plan Works</i> .
*For Covered Charges related to Claims from Providers outside New Mexico, see "BlueCard" in <i>Section 8: Claims Payments and Appeals</i> .

PROVIDER DIRECTORY AND ONLINE PROVIDER FINDER®

When you need medical care, there are a variety of ways you can choose a Provider in your area. You can also access Mental Disorder Providers (including those specializing in Chemical Dependency) and Participating Pharmacies. **Note:** Only those Providers listed under Family Practice, General Practice, Internal Medicine, Gynecology, Obstetrics/Gynecology and Pediatrics are considered PCPs.

Whichever method you choose, the Provider directory gives each Provider's specialty, the language spoken in the office, the office hours, and other information such as whether the office is handicapped accessible. (To find this information on the website directory, click on the Doctor's name once you have found one you want to know more about.) The website directory also gives you a map to the Provider's office.

Although Provider directories are current as of the date shown at the bottom of each page of a printed directory or as of the date an Internet site was last updated, the network and/or a particular Provider's status can change without notice. To verify a Provider's current status, request a current directory, request a paper copy of a directory (free of charge), or if you have any questions about the directory, contact a BCBSNM Customer Service Advocate. It is also a good idea to speak with a Provider's office staff directly to verify whether or not they belong to the BCBS In-Network Provider network before making an appointment.

Web-Based BCBSNM Provider Finder

To find an In-Network Provider in New Mexico or along the border of neighboring states, please visit the *Provider Finder* section of the BCBSNM website for a list of network Providers:

www.bcbsnm.com

The website is the most up-to-date resource for finding Providers and also has an Internet link to the national Blue Cross and Blue Shield Association website for services outside New Mexico. Website directories also include maps and directions to Provider locations.

Paper Provider Network Directory

If you want a paper copy of a *BCBSNM Network Directory*, you may request one from BCBSNM Customer Service and it will be mailed to you free of charge. You may also call BCBSNM and request a paper copy of a BCBS Provider directory from another state.

Finding a Pharmacy

To find a Participating Pharmacy, visit the Prime Therapeutics website at:

www.MyPrime.com

Click on *Find a Pharmacy*. You will then be asked to select from a list of BCBS Plans. **You must select "Blue Cross and Blue Shield of New Mexico"** and then select **"Other BCBSNM Plans"** in order to get the correct list of Participating Pharmacies for this health plan. After you have selected "Blue Cross and Blue Shield of New

Mexico” as your health plan administrator, you will be able to locate Participating Pharmacies throughout the United States based on zip code or state name. You may also request a paper copy of the list of Participating Pharmacies by calling a Customer Service Advocate at BCBSNM.

Providers Outside New Mexico

Out-of-state Providers that contract with their local Blue Cross and/or Blue Shield Plan and international Providers that contract with the Blue Cross and Blue Shield Association as In-Network Providers are also eligible for Covered Services, including fixed-dollar Copayment amounts listed on the *Summary of Benefits*.

You have a number of ways to locate an In-Network Provider in the United States or around the world:

BCBSNM Website

If you have an Internet connection, go to the BCBSNM website at www.bcbsnm.com, click on “Provider Finder[®]” and then select the line entitled “Providers located outside New Mexico.” You will then be linked to the Blue Cross Blue Shield Association’s BlueCard Doctor and Hospital Finder.

BCBSNM website: www.bcbsnm.com

National Website

Visit the Blue Cross and Blue Shield Association website at www.bcbs.com and click on the national “BlueCard Doctor and Hospital Finder,” then select “Find a Doctor or Hospital.” Follow the instructions.

Blue Cross and Blue Shield Association website:

www.bcbs.com (or www.bluecares.com)

National Phone Number

Call BlueCard Access[®] at the phone number below for the names and addresses of Doctors and Hospitals in the area where you or an Eligible Family Member need care. When you call, a BlueCard representative will give you the name and telephone number of a local Provider (you will be asked for the zip code in the area of your search) who will be able to call Customer Service for eligibility information and will submit a Claim for the services provided to the local BCBS Plan. Call:

1-800-810-BLUE (2583)

International Assistance

Call the Blue Cross Blue Shield Global Core service center at one of the phone numbers **below**, 24 hours a day, 7 days a week, for information on Doctors, Hospitals, and other health care professionals or to receive medical assistance services around the world. An assistance coordinator, in conjunction with a medical professional, will help arrange a Doctor’s appointment or hospitalization, if necessary. If you need to be hospitalized, call BCBSNM for Prior Authorization. You can find the Prior Authorization phone number on your ID Card. **Note:** The phone number for Prior Authorization is different from the following phone numbers, which are strictly for locating an In-Network Provider while outside the United States:

1-800-810-BLUE (2583) or call collect: 1-804-673-1177

CALENDAR YEAR

A Calendar Year is a period of one year which begins on January 1 and ends on December 31 of the same year. The initial Calendar Year is from a Member’s Effective Date of Coverage through December 31 of the same year, which may be less than 12 months.

BENEFIT LIMITS

There is no general lifetime maximum benefit under this Plan. However, certain services have separate benefit limits per Admission or per Calendar Year. (See the *Summary of Benefits* for details.)

Benefits are determined based upon the coverage in effect on the day a service is received, an item is purchased, or a health care expense is incurred. For Inpatient Services, benefits are based upon the coverage in effect on the date of Admission, except that if you are an inpatient at the time your coverage either begins or ends, benefits for the

Admission will be available only for those Covered Services received on and after your Effective Date of Coverage or those received before your termination date.

COST-SHARING FEATURES

For some services, you will pay only a fixed-dollar amount Copayment for Covered Charges. In other cases, you will have to meet a Deductible and pay a percentage of the Covered Charge (In-Network Providers will not bill you for amounts in excess of the Covered Charge). When you receive a number of services during a single visit or procedure, you may have to pay both a Copayment and a Deductible (if applicable) plus a percentage of the Covered Charges that are not included in the Copayment. Refer to your *Summary of Benefits* for details.

YOUR DEDUCTIBLE

Your Deductible is the amount of Covered Charges that you must pay in a Calendar Year before this Plan begins to pay its share of the applicable (In-Network or Out-of-Network Provider) Covered Charges you incur during the same Calendar Year. If the Deductible amount remains the same during the Calendar Year, you pay it only once each Calendar Year, and it applies to all In-Network or Out-of-Network Provider Covered Services you receive during that Calendar Year.

Individual Deductible

There are **three** individual Deductible amounts indicated on your *Summary of Benefits*. Once a Member's Deductible payments for In-Network Provider services reach the individual In-Network Provider Deductible amount, this Plan will begin paying its share of that Member's covered In-Network Provider charges. The Member must meet the higher Out-of-Network Provider Deductible before this Plan begins to pay its share of his/her Covered Charges from Out-of-Network Providers.

Covered Charges for In-Network Provider services are **not** applied to the Out-of-Network Provider Deductible and Covered Charges for Out-of-Network Providers are **not** applied to the In-Network Provider Deductible.

Family Deductible

An entire family meets the applicable annual Deductible when the total Deductible amount for all family members reaches the amount specified on your separately issued *Summary of Benefits*. (The Deductible amounts for three or more family members are combined to satisfy the family Deductible.) **Note:** If a Member's Individual Deductible is met, no more charges incurred by that Member may be used to satisfy the applicable Family Deductible.

What Is Not Subject to the Deductible

The following are **not applied** to the annual Deductible:

- charges covered under "Prescription Drugs and Other Items"
- Preventive Services when received from Preferred Provider
- fixed dollar Copayments or services with no charge
- hearing aids and ear molds for Members under the age of 21

Admissions Spanning Two Calendar Years

If a Deductible has been met while you are an inpatient and the Admission continues into a new Calendar Year, no additional Deductible is applied to that Admission's Covered Services. However, all other services received during the new Calendar Year are subject to the Deductibles for the new Calendar Year.

Timely Filing Reminder

Most benefits are payable only after BCBSNM's records show that the applicable Deductible has been met. In-Network Providers and Providers that have "participating-only" Provider agreements with BCBSNM will file Claims for you and must submit them within a specified amount of time (usually 180 days). If you file your own Claims for Covered Services from Nonparticipating Providers, you must file them **within 12 months** of the date of service. If a Claim is returned for further information, resubmit it **within 45 days**. See *Section 8: Claim Payments and Appeals* for details.

COPAYMENTS

Copayments for specific services are listed on the *Summary of Benefits*. Under the In-Network level of coverage, you pay a lower Copayment for office visits of PCPs than you do for office visits for specialist. You pay lower Copayments for services received from Providers in the Standard Network than you do for services received from similar Providers in the Extended Network.

You must make Copayments directly to Providers at the time of service. You are always responsible for paying a Provider's full charges for non-Covered Services and for services received without a necessary Prior Authorization.

OB/GYN and Gynecology-Only Specialist Office Services

The lower PCP Copayment also applies to office services of an In-Network Provider with a specialty of Obstetrics/Gynecology or Gynecology-Only, regardless of whether that Provider has signed a PCP contract with BCBSNM.

Mental Disorder and Chemical Dependency Services, Office Services

The lower PCP Copayment also applied to office services of an In-Network Provider who is providing Mental Disorder or Chemical Dependency therapy to you, even though that Provider does not have a PCP contract with BCBSNM.

Drug Plan Copayment

When you purchase covered Prescription Drugs and other items through the drug plan, your responsibility may be either a fixed-dollar amount or a percentage of the Covered Charge. (You may also have to pay the difference between the cost of a Brand-Name Drug and its Generic equivalent.) In either case, drug plan Copayments are **not** subject to the Medical Deductible. See "Prescription Drugs and Other Items" for more information about the drug plan.

COINSURANCE

For some Covered Services, you must pay a percentage of Covered Charges (Coinsurance) after you have met your annual Deductible. After your share has been calculated, this Plan pays the rest of the Covered Charge, up to maximum benefit limits, if any. See your *Summary of Benefits* for those services that have a Coinsurance percentage.

Out-of-Network Providers may charge you the difference between the billed charge for a Covered Service and the Covered Charge allowed by BCBSNM – in addition to your Coinsurance and Deductible amount.

Remember: The Covered Charge may be less than the billed charge for a Covered Service. BCBS Participating Providers will not bill you for the difference (see Out-of-Network Provider Services, earlier in this section for details).

OUT-OF-POCKET LIMIT

The maximum amount of Coinsurance and Copayments that each Member must pay in a Calendar Year for covered In-Network and Out-of-Network services. After the limit is met, this Plan pays 100 percent of that Member's covered In-Network or Out-of-Network charges for the rest of the Calendar Year.

General Out-of-Pocket Limit

For the general Out-of-Pocket Limit, once a Member's Copayment and/or Coinsurance amounts for In-Network services reach the individual In-Network amount indicated on the *Summary of Benefits* during a Calendar Year, this Plan pays 100 percent of that Member's covered In-Network charges for the rest of the Calendar Year.

The higher Out-of-Network limit must be met using Coinsurance amount paid for covered Out-of-Network services. Once the Out-of-Network limit is met, this Plan pays 100 percent of the Member's Covered Charges for Out-of-Network services. The amounts applied to the Out-of-Pocket Limit for In-Network services are **not** applied to the Member's Out-of-Network limit, or vice versa.

Family Limits

If you have family coverage, each person enrolled in the family contract meets an annual Out-of-Pocket Limit for In-Network services when the total Copayments and/or Coinsurance for all covered family members reaches the amount specified on the *Summary of Benefits* during a Calendar Year. (The amounts for two or more covered family members are combined to satisfy the family limit. When a Member meets an Out-of-Pocket Limit, no more charges incurred by that Member may be used to satisfy an applicable family Out-of-Pocket Limit.) There is no family limit for Out-of-Network Coinsurance. Each Member must meet his/her own Out-of-Pocket Limit for Out-of-Network services each year before the Plan begins to pay its additional Covered Charges at 100 percent.

Out-of-Pocket Limit for In-Network Diagnostic Testing, Outpatient Office

For In-Network outpatient diagnostic testing such as laboratory tests, x-rays, EKGs, and ultrasounds, you pay a percentage of Covered Charges, up to the maximum annual Out-of-Pocket Limit indicated on your *Summary of Benefits*. Once this Out-of-Pocket Limit is reached by a Member, this Plan pays 100 percent of that Member's covered In-Network outpatient diagnostic testing for the rest of the Calendar Year. (There is no family limit under this provision.) The amount applied to the In-Network outpatient diagnostic testing limit is applied to the general Out-of-Pocket Limit as well.

This provision does not include Positron Emission Testing (PET), computerized tomography (CT scans), magnetic resonance imaging (MRI or MRA), infertility-related testing, or dental-related x-rays and other testing (even if accident-related or related to dental surgery).

What Is Not Included in the Out-of-Pocket Limits

The following amounts are **not** applied to the Out-of-Pocket Limits and are **not** eligible for 100 percent payment under this provision:

- penalty amounts
- amounts in excess of Covered Charges (including amounts in excess of annual or lifetime benefit limits, if applicable)
- noncovered expenses (including services in excess of annual or lifetime day/visit limits)

See the Summary of Benefits for your Deductible amounts, Coinsurance percentages and Out-of-Pocket Limit amounts.

CHANGES TO THE COST-SHARING AMOUNTS

Copayments, Coinsurance percentage amounts, Deductibles, and Out-of-Pocket Limits may change during a Calendar Year. If changes are made, the change applies only to services received after the change goes into effect (for Inpatient Services, benefits are determined based on the date you are admitted to the Facility). You will be notified if changes are made to this Plan.

If your group increases the Deductible or Out-of-Pocket Limit amounts during a Calendar Year, the new amounts must be met during the same Calendar Year. For example, if you have met your Deductible and your group changes to a higher Deductible, you will not receive benefit payments for services received after the change went into effect until the increased Deductible is met.

If your group decreases the Deductible or Out-of-Pocket Limit amounts, you will not receive a refund for amounts applied to the higher Deductible or Out-of-Pocket Limit.

BENEFIT LEVEL EXCEPTIONS

In some cases, you will be able to receive services outside the Standard and Extended Networks and receive a higher level of coverage than would otherwise normally be available. However, this Plan does not cover services received outside the United States at the In-Network benefit level under any of the following provisions, except as described under Emergency Care below.

Emergency Care

If you visit an Out-of-Network Provider for Emergency Care services, the In-Network Provider Copayment and Coinsurance is applied only to the initial treatment, which includes Emergency room services and, if you are hospitalized **within 48 hours** of an Emergency, the related inpatient hospitalization. (Office/Urgent Care Facility services are not considered “Emergency Care” for purposes of this provision.) Non-Emergency services provided in an Emergency room for treatment of Mental Disorders or Chemical Dependency will be paid the same as Emergency Care services.

For follow-up care (which is no longer considered Emergency Care) and for all other non-Emergency Care, you will receive the Out-of-Network Provider benefit for the services of an Out-of-Network Provider, even if an In-Network Provider is not available to perform the service, except as specified below. (See “Emergency and Urgent Care” in *Section 5: Covered Services* for more information.)

Transition of Care

This provision applies to both Continuity of Care and Transition of Care. If your Health Care Provider leaves the BCBSNM Provider network (for reasons other than medical competence or professional behavior) or if you are a new Member and your Provider is not in the Provider network when you enroll, BCBSNM may authorize you to continue an ongoing course of treatment with the Provider for a transitional period of time of not less than 30 days. (If necessary and ordered by the treating Provider, BCBSNM may also authorize transitional care from other Out-of-Network Providers.) An ongoing course of treatment will include, but is not limited to: (1) Treatment for a life-threatening condition, defined as a disease or condition for which likelihood of death is probable unless the course of the disease or condition is interrupted; (2) Treatment for a serious acute condition, defined as a disease or condition requiring complex ongoing care which the covered person is currently receiving, such as Chemotherapy, Radiation Therapy or post-operative visits; (3) The second or third trimester of pregnancy, through the postpartum period; or (4) An ongoing course of treatment for a health condition for which a treating Physician or Health Care Provider attests that discontinuing care by that Physician or Health Care Provider would worsen the condition or interfere with anticipated outcomes. The period will be sufficient to permit coordinated transition planning consistent with your condition and needs. Special provisions may apply if the required transitional period exceeds 30 days. Call the BCBSNM Customer Service department for details.

Members who extend coverage under an extension of benefits due to disability are not eligible to receive Prior Authorization for services of an Out-of-Network Provider. Services of an Out-of-Network Provider are **not** covered at the In-Network level (if any) in such instances of extended coverage.

Unsolicited Providers

In some states, the local BCBS Plan does not offer In-Network Provider contracts to certain types of Providers (e.g., Home Health Care Agencies, Chiropractors, Ambulance Providers). These Provider types are referred to as “unsolicited Providers.” Unsolicited Providers vary from state to state. If you receive Covered Services from an “unsolicited Provider” outside New Mexico, you will receive the In-Network Provider benefit level for those services. However, the unsolicited Provider may still bill you for amounts that are in excess of Covered Charges. You will be responsible for these amounts, in addition to your Deductible, Copayment and Coinsurance.

Ancillary Provider

Once you have obtained Prior Authorization for an inpatient Admission to an In-Network Hospital or Treatment Facility, your In-Network Physician or Hospital will make every effort to ensure that you receive ancillary services from other In-Network Providers. If you receive Covered Services from an In-Network Physician for Outpatient Surgery or inpatient medical/surgical care in an In-Network Hospital or Treatment Facility, services of an Out-of-Network radiologist, anesthesiologist, or pathologist will be paid at the In-Network Provider level and you will not be responsible for any amounts over the Covered Charge (these are the only three specialties covered under this provision).

If an Out-of-Network surgeon provides your care or you are admitted to an Out-of-Network Hospital or other Treatment Facility, you **will** be responsible for amounts over the Covered Charge for any services received from Out-of-Network Providers during the Admission or procedure.

Note: Except as described above, the In-Network Provider benefit level will not apply to non-Emergency services when received from an Out-of-Network Provider.

SECTION 4: UTILIZATION MANAGEMENT

Utilization Management may be referred to as Medical Necessity reviews, utilization review (UR), or medical management reviews. A Medical Necessity reviews for a procedure/service, inpatient admission, and length of stay is based on BCBSNM Medical policy and/or level of care review criteria. Medical Necessity reviews may occur prior to services rendered, during the course of care, or after care has been completed for a Post-Service Medical Necessity Review. Some services may require a Prior Authorization before the start of services, while other services will be subject to a concurrent or Post-Service Medical Necessity review. If requested, services normally subject to a Post-Service Medical Necessity review may be reviewed for Medical Necessity prior to the service through a Recommended Clinical Review as defined below.

Refer to the definition of Medically Necessary/Medical Necessity in **Section 10: Definitions** in this Benefit Booklet for additional information regarding any limitations and/or special conditions pertaining to your benefits.

Prior Authorizations are a requirement that you or your Provider must obtain authorization from BCBSNM before you are admitted as an inpatient or receive certain types of services.

In order to receive benefits:

- services must be covered and Medically Necessary;
- services must not be excluded; and
- the procedures described in this section must be followed regardless of where services are rendered or by whom.

Prior Authorization determines only the Medical Necessity of a specific service and/or an Admission and an allowable length of stay. Prior Authorization does not guarantee your eligibility for coverage, that benefit payment will be made, or that you will receive benefits. Eligibility and benefits are based on the date you receive the services. Services not listed as covered, excluded services, services received after your termination date under this plan, and services that are not Medically Necessary will be denied.

Medically Necessary/Medical Necessity is defined as Health Care Services determined by a health care Provider, in consultation with the health insurance carrier, to be appropriate or necessary, according to:

- a. any applicable generally accepted principles and practices of good medical care;
- b. practice guidelines developed by the federal government, national or professional medical societies, boards and associations; or
- c. Any applicable clinical protocols or practice guidelines developed by the health insurance carrier consistent with such federal, national and professional practice guidelines. These standards shall be applied to decisions related to the diagnosis or direct care and treatment of a physical or Mental Disorder, or Chemical Dependency condition, illness, injury or disease.

Please note:

Prior Authorization is a requirement that you or your Provider must obtain authorization from BCBSNM before you are admitted as an inpatient and before you receive certain types of services.

Even when this plan is not your primary coverage, these Prior Authorization procedures must be followed. Failure to do so may result in a denial of benefits.

Most Prior Authorization requests will be evaluated and you and/or the Provider notified of BCBSNM's decision within 15 days of receiving the request (within 24 hours for Urgent Care requests). If requested services are not approved, the notice will include: 1) the reasons for denial; 2) a reference to the Health Care Plan provisions on which the denial is based; and 3) an explanation of how you may appeal the decision if you do not agree with the denial (see **Section 8: Claims Payments and Appeals**) and "If Your Prior Authorization Request is Denied" later in this section).

Retroactive approvals will not be given, except for Emergency and Maternity-related Admissions, and you may be responsible for the charges if Prior Authorization is not obtained before the service is received.

HOW THE PRIOR AUTHORIZATION PROCEDURE WORKS

When you or your Provider call, BCBSNM's Health Services representative will ask for information about your medical condition, the proposed treatment plan, and the estimated length of stay (if you are being admitted). The Health Services representative will evaluate the information and notify the requesting Provider (usually at the time of the call) if benefits for the proposed hospitalization or other services have been approved through Prior Authorization. If the Admission or other services are not approved through Prior Authorization, you may appeal the decision as explained in **Section 8: Claims Payments and Appeals**.

BCBSNM PREFERRED PROVIDERS

If the attending Physician is a Preferred Provider that contracts directly with BCBSNM, obtaining Prior Authorization is not your responsibility — it is the Provider's. Preferred Providers must obtain Prior Authorization from BCBSNM (or from the Behavioral Health Unit (BHU), when applicable) in the following circumstances:

- when recommending any non-Emergency Admission, re-Admission, or transfer
- when a covered newborn stays in the Hospital longer than the mother
- before providing or recommending a service listed under “Other Prior Authorizations,” later in this section

Note: Providers that contract with other Blue Cross and Blue Shield plans are not familiar with the Prior Authorization requirements of BCBSNM. Unless a Provider contracts directly with BCBSNM as a Preferred Provider, the Provider is not responsible for being aware of this plan's Prior Authorization requirements.

NONPREFERRED PROVIDERS OR PROVIDERS OUTSIDE NEW MEXICO

If any Provider outside New Mexico (except for those contracting as Preferred Providers directly with BCBSNM) or any Nonpreferred Provider recommends an Admission or a service that requires Prior Authorization, the Provider is not obligated to obtain the Prior Authorization for you. In such cases, it is your responsibility to ensure that Prior Authorization is obtained. If authorization is not obtained before services are received, your benefits for Covered Services may be denied for some services or you may be entirely responsible for the charges. The Provider may call on your behalf, but it is your responsibility to ensure that BCBSNM is called.

INPATIENT PRIOR AUTHORIZATION

Prior Authorization is required for all Admissions before you are admitted to the Hospital or other inpatient treatment Facility (e.g., Skilled Nursing Facility, Residential Treatment Center, physical rehabilitation Facility, long-term acute care (LTAC)). If you are receiving services at an Out-of-Network Facility (or from an In-Network Facility outside New Mexico) and you do not obtain authorization within the time limits indicated in the table below, benefits for covered Facility services will be denied as explained under “*Not Obtaining Inpatient Prior Authorization*” below.

Type of inpatient Admission, re-Admission, or transfer:	When to obtain inpatient Admission Prior Authorization:
Non-Emergency	Before the patient is admitted.
Emergency, non-Maternity, or Emergency room services to treat Mental Disorders or Chemical Dependency	Within 48 hours of the Admission. If the patient's condition makes it impossible to call within 48 hours, call as soon as possible.
Maternity-related (including eligible newborns when the mother is not covered)	Before the mother's Maternity due date, soon after pregnancy is confirmed. BCBSNM must be notified as soon as possible if the mother's stay is greater than 48 hours for a routine delivery or greater than 96 hours for a C-section delivery.
Extended stay, newborn (an eligible newborn stays in the Hospital longer than the mother)	Before the newborn's mother is discharged.

NOT OBTAINING INPATIENT PRIOR AUTHORIZATION

If you or your Provider do not receive Prior Authorization for inpatient benefits, but you choose to be hospitalized anyway, no benefits may be paid as indicated in the table below:

If, based on a review of the Claim:	Then:
The Admission was not for a Covered Service.	Benefits for the Facility and all related services will be denied.*
The Admission was for an item listed under "Other Prior Authorizations," (e.g., elective Admissions).	Benefits for the Facility and all related services may be denied.*
The Admission was for any other Covered Service but hospitalization was not Medically Necessary.	Benefits may be denied for room, board, and other charges that are not Medically Necessary.*
The Admission was for a Medically Necessary Covered Service.	Benefits for the Facility's Covered Services may be denied.*

Inpatient Prior Authorization requirements may affect the amounts that this plan pays for Inpatient Services, but they do not deny your right to be admitted to any Facility and to choose your services.

OTHER PRIOR AUTHORIZATIONS

In addition to Prior Authorization review for all non-Emergency Inpatient Services, Prior Authorization is required for certain other services listed below. Most Prior Authorizations may be requested over the telephone. If a *written* request is needed, have your Provider call a Health Services representative for instructions for filing a written request for Prior Authorization. An Out-of-Network Provider, or an out-of-state Network Provider may call on your behalf, but it is your responsibility to ensure that BCBSNM is called. Preferred Providers that contract directly with BCBSNM are responsible for requesting all necessary Prior Authorizations for you. (See "*Inpatient Prior Authorization*" (or similar heading) for further information regarding inpatient Prior Authorization requirements.)

If Prior Authorization is not obtained for the following services and any related services, the service will be reviewed for Medical Necessity and subject to one of the following actions in the chart below:

No Prior Authorization Received:	Claim Disposition: Preferred	Claim Disposition: Nonpreferred
Service is Medically Necessary	Claim is paid based on Member's benefit plan	Claim is paid based on Member's benefit plan
Service is not Medically Necessary	Claim is denied; Member is held harmless	Claim is denied; Member is held harmless

Services that require Prior Authorization:

- Non-Emergency Air Ambulance transportation
- All inpatient Hospital Admissions
- The following Outpatient Services and procedures:
 - Home Health Care Services and home I.V. services
 - Home infusion therapy (HIT), excluding antibiotics
 - Outpatient infusion drugs
 - Home Hospice services
 - Transitional care benefits
 - Certain injections, including but not limited to intravenous immunoglobulin (IVIG)
 - Outpatient Surgery performed at a Hospital or Ambulatory Surgical Facility for Out-of-Network services only
 - Transplant Evaluations and Transplants
 - **Ear, Nose and Throat (ENT):**
 - Bone Conduction Hearing Aids
 - Cochlear Implant

- Nasal and Sinus Surgery
- **Gastroenterology (Stomach):**
 - Gastric Electrical Stimulation (GES)
- **Neurological:**
 - Deep Brain Stimulation
 - Sacral Nerve Neuromodulation/Stimulation
 - Vagus Nerve Stimulation (VNS)
- **Orthopedic Musculoskeletal:**
 - Artificial Intervertebral Disc
 - Autologous Chondrocyte Implantation (ACI) for Focal Articular Cartilage Lesions
 - Femoroacetabular Impingement (FAI) Syndrome
 - Lumbar Spinal Fusion
 - Meniscal Allografts and Other Meniscal Implants
 - Orthopedic Applications of Stem-Cell Therapy
- **Specialty Pharmacy:**
 - Medical Benefit Specialty Drugs (Specialty drugs administered by your Provider)
- **Surgical Procedures:**
 - Orthognathic Surgery
 - Mastopexy
 - Reduction Mammoplasty; Breast Reduction
- **Wound Care:**
 - Hyperbaric Oxygen (HBO2) Therapy-Systemic

For specific details about the Prior Authorization requirement for the above referenced Outpatient Services, please call Customer Service at the number on the back of your Identification Card. BCBSNM reserves the right to no longer require Prior Authorization during the Calendar Year. Updates to the list of services requiring Prior Authorization may be confirmed by calling Customer Service.

BCBSNM will send a letter to you, your Physician and the Hospital or Facility with a determination of your Prior Authorization review no later than five (5) calendar days after BCBSNM receives the request for Prior Authorization review. However, in some instances depending on the timing of the request for review, these letters will not be received prior to your scheduled date of service or procedure.

All services, including those for which Prior Authorization is required, must meet the standards of Medical Necessity criteria described in **Section 5: Covered Services**, “Medically Necessary Services,” and will not be covered, if excluded, for any reason. Some services requiring Prior Authorization may not be approved for payment (for example, due to being Experimental, Investigational or Unproven, or not Medically Necessary). Services requiring Prior Authorization are subject to review and change by BCBSNM.

The Prior Authorization requirements noted above do not apply to mandated benefits, unless permitted by law and stated in the provisions of a specific mandated benefit. The Medical Necessity requirements noted above do not apply to mandated benefits, unless permitted by law.

It is strongly recommended that you request a Recommended Clinical Review for benefits for high-cost services in order to reduce the likelihood of benefits being denied after charges are incurred. See “Recommended Clinical Review” later in this section for further information.

PRIOR AUTHORIZATION OF MENTAL DISORDER/CHEMICAL DEPENDENCY SERVICES

Prior Authorization for all inpatient Mental Disorder and Chemical Dependency services must be obtained from the BCBSNM Behavioral Health Unit (BHU) at the phone number listed on the back of your ID Card. Prior Authorization is also required for the following Outpatient Services for treatment of Mental Disorder and/or Chemical Dependency:

- psychological testing
- neuropsychological testing
- Intensive Outpatient Program (IOP) treatment
- electroconvulsive therapy (ECT)
- repetitive transcranial magnetic stimulation
- Applied Behavior Analysis (ABA) therapies

Prior Authorization is not required for group, individual, or family therapy outpatient office visits to a Physician or other Professional Provider licensed to perform Covered Services under this health plan.

For services needing Prior Authorization, you or your Health Care Provider should call the BHU before you schedule treatment. **NOTE:** Your Provider may be asked to submit clinical information in order to obtain Prior Authorization for the services you are planning to receive. Services may be authorized or may be denied based on the clinical information received. (*Clinical information* is information based on actual observation and treatment of a particular patient.)

If you or your Provider do not call for Prior Authorization of non-Emergency Inpatient Services, benefits for covered, Medically Necessary inpatient Facility care may be denied. If Inpatient Services received without Prior Authorization are determined to be not Medically Necessary or not eligible for coverage under your plan for any other reason, the Admission and all related services will be denied. In such cases, you may be responsible for all charges.

If Prior Authorization is not obtained before you receive psychological testing, IOP treatment, neuropsychological testing, electroconvulsive therapy repetitive transcranial magnetic stimulation or Applied Behavior Analysis (ABA) therapies, your Claims may be denied if it is not Medically Necessary. In such cases, you may be responsible for all charges. Therefore, you should make sure that you (or your Provider) have obtained Prior Authorization for Outpatient Services before you start treatment.

Use the chart below to determine the appropriate contact for your situation.

Summary of Contact Information for Prior Authorization, Customer Service, Claim Submission and Appeal (or Reconsideration) Processes for Medical/Surgical and Mental Disorders and Chemical Dependency Services:			
Process:	Type of Service:	Phone:	Send to:
Request Prior Authorization	Medical/Surgical	1-800-325-8334	BCBSNM P.O. Box 27630 Albuquerque, NM 87125-7630
	Mental Disorder/Chemical Dependency	1-888-898-0070	BH Unit P.O. Box 27630 Albuquerque, NM 87125-7630
Customer Service Inquiry	Medical/Surgical	1-800-432-0750	BCBSNM P.O. Box 27630 Albuquerque, NM 87125-7630
	Mental Disorder/Chemical Dependency	1-888-898-0070	BH Unit P.O. Box 27630 Albuquerque, NM 87125-7630
Submit Claim (post-service)	Medical/Surgical		BCBSNM P.O. Box 27630 Albuquerque, NM 87125-7630
	Mental Disorder/Chemical Dependency		BH Unit P.O. Box 27630 Albuquerque, NM 87125-7630
Request appeal of Claim or Prior Authorization decision	Medical/Surgical	1-800-205-9926	BCBSNM Appeals Unit P.O. Box 27630 Albuquerque, NM 87125-7630
	Mental Disorder/Chemical Dependency	1-888-898-0070	BCBSNM Appeals Unit P.O. Box 27630 Albuquerque, NM 87125-7630

IF YOUR PRIOR AUTHORIZATION REQUEST IS DENIED

BCBSNM has established written procedures for reviewing and resolving your concerns. There are two different procedures depending upon the type of issue involved - pre-service or post-service. This is a summary of the procedures that apply to Prior Authorization requests ("pre-service Claims"). For appeals involving post-service Claims payments or denials, see ***Section 8: Claims Payment and Appeals***.

If you are dissatisfied at any time during the process described below, you may file an appeal. You may designate a representative to act for you in the review and appeal procedures. Your designation of a representative must be in writing in order to protect against disclosure of information about you except to your authorized representative. If you make an inquiry or request an appeal under the following procedures, you will not be subject to retaliatory action by BCBSNM.

If you have an inquiry or a concern about any Prior Authorization request, call your Customer Service Advocate for assistance. Many complaints or problems can be handled informally by calling or writing BCBSNM Customer Service. If you make an oral complaint, a BCBSNM Customer Service Advocate will assist you.

LENGTH OF STAY/SERVICE REVIEW

Length of stay/service review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions under this Benefit Booklet.

Upon completion of the preadmission or emergency Admission review, BCBSNM will send you a letter confirming that you or your representative called BCBSNM. A letter authorizing a length of service or length of stay will be sent to you, your Physician, Behavioral Health Practitioner and/or the Hospital or Facility.

An extension of the length of stay/service will be based solely on whether continued Inpatient care or other health care services are Medically Necessary. If the extension is determined not to be Medically Necessary, the coverage for the length of stay/service will not be extended, except as otherwise described in the *Appeal Procedure* section under this Benefit Booklet.

A length of stay/service review, also known as a concurrent Medical Necessity review, is when you, your Provider, or other authorized representative may submit a request to the plan for continued services. If you, your Provider or authorized representative requests to extend care beyond the approved time limit and it is a request involving urgent care or an ongoing course of treatment, the plan will make a determination on the request as soon as possible but no later than 72 hours after it receives the initial request, or within 48 hours after it receives the missing information (if the initial request is incomplete).

RECOMMENDED CLINICAL REVIEW

Some services that do not require Prior Authorization may be subject to review for evidence of Medical Necessity for coverage determinations that may occur prior to services rendered, during the course of care or after care has been completed for a Post-Service Medical Necessity Review.

A Recommended Clinical Review is a Medical Necessity review for a Covered Service that occurs before services are completed and helps limit the situations where you have to pay for a non-approved service. BCBSNM will review the request to determine if it meets approved BCBSNM medical policy and/or level of care review criteria for medical and behavioral health services. Once a decision has been made on the services reviewed as part of the Recommended Clinical Review process, they will not be reviewed for Medical Necessity again on a retrospective basis. Submitted services (subject to Medical Necessity review) not included as part of Recommended Clinical Review may be reviewed retrospectively.

To determine if a Recommended Clinical Review is available for a specific service, visit our website at www.bcbsnm.com/find-care/where-you-go-matters/utilization-management.com for the required Prior Authorization and Recommended Pre-Service Clinical Review list, which is updated when new services are added or when services are removed. You can also call BCBSNM Customer Service at the number on the back of your identification card.

Recommended Clinical Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations and exclusions under this Benefit Booklet. Please coordinate with your Provider to submit a written request for Recommended Clinical Review.

General Provisions Applicable to All Recommended Clinical Review

a) No Guarantee of Payment

A Recommended Clinical Review is not a guarantee of benefits or payment of benefits by BCBSNM. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Benefit Booklet. Even if the service has been approved on Recommended Clinical Review, coverage or payment can be affected for a variety of reasons. For example, the Member may have become ineligible as of the date of service or the Member's benefits may have changed as of the date of service.

b) Request for Additional Information

The Recommended Clinical Review process may require additional documentation from the Member's health care Provider or pharmacist. In addition to the written request for Recommended Clinical Review, the health care Provider or pharmacist may be required to include pertinent documentation explaining the proposed services, the functional aspects of the treatment, the projected outcome, treatment plan and any other supporting documentation, study models, prescription, itemized repair and replacement cost statements, photographs, x-rays, etc., as may be requested by BCBSNM to make a determination of coverage pursuant to the terms and conditions of this Plan.

Post-Service Medical Necessity Review

A Post-Service Medical Necessity Review, sometimes referred to as a retrospective review or Post-Service Claims request, is the process of determining coverage after treatment has been provided and is based on Medical Necessity guidelines. A Post-Service Medical Necessity Review confirms Member eligibility, availability of benefits at the time of service, and reviews necessary clinical documentation to ensure the service was Medically Necessary. Providers should submit appropriate documentation at the time of a Post-Service Medical Necessity Review request. A Post-Service Medical Necessity Review may be performed when a Prior Authorization or Recommended Clinical Review was not obtained prior to services being rendered under certain circumstances.

General Provisions Applicable to All Post-Service Medical Necessity Reviews

a) No Guarantee of Payment

A Post-Service Medical Necessity Review is not a guarantee of benefits. Actual availability of benefits is subject to eligibility and the other terms, conditions, limitations, and exclusions of this Benefit Booklet. Post-Service Medical Necessity Reviews do not guarantee payment of benefits by BCBSNM, for instance a Member may become ineligible as of the date of service or the Member's benefits may have changed as of the date of service.

b) Request for Additional Information

The Post-Service Medical Necessity Review process may require additional documentation from the Member's health care Provider or pharmacist. In addition to the written request for Post-Service Review, the health care Provider or pharmacist may be required to include pertinent documentation explaining the services rendered, the functional aspects of the treatment, the projected outcome, treatment plan and any other supporting documentation, study models, prescription, itemized repair and replacement cost statements, photographs, x-rays, etc., as may be requested by BCBSNM to make a determination of coverage pursuant to the terms and conditions of this Plan.

SECTION 5: COVERED SERVICES

This section describes the services and supplies covered by this Group Health Care Plan, subject to the limitations and exclusions in *Section 3: How Your Plan Works* and *Section 6: General Limitations and Exclusions*. All payments are based on Covered Charges as determined by BCBSNM.

Reminder: It is to your financial advantage to receive care from Primary Preferred Providers (PPPs) and other Preferred Providers.

MEDICALLY NECESSARY SERVICES

A service or supply is Medically Necessary when it is provided to diagnose or treat a covered medical condition, is a service or supply that is covered under this Plan, and is determined by BCBSNM's medical director (in consultation with your Provider) to meet all of the following conditions:

- it is medical in nature;
- it is recommended by the treating Physician;
- it is the most appropriate supply or level of service, taking into consideration:
 - potential benefits;
 - potential harms;
 - cost, when choosing between alternatives that are equally effective; and
 - cost effectiveness, when compared to the alternative services or supplies;
- it is known to be effective in improving health outcomes as determined by credible scientific evidence published in the peer-reviewed medical literature (for established services or supplies, professional standards and expert opinion may also be taken into account); and
- it is not for the convenience of the Member, the treating Physician, the Hospital, or any other Health Care Provider.

All services must be eligible for benefits as described in this section, not listed as an exclusion and must meet all of the conditions of “Medical Necessity” as defined above in order to be covered.

Note: Because a Health Care Provider prescribes, orders, recommends, or approves a service does not make it Medically Necessary or make it a Covered Service, even if it is not specifically listed as an exclusion. BCBSNM, at its sole discretion, will determine Medical Necessity based on the criteria above.

Certain services are covered pursuant to BCBSNM medical policies and clinical procedure and coding policies, which are updated throughout the plan year. The medical policies are guides considered by BCBSNM when making coverage determinations and lay out the procedure and criteria to determine whether a procedure, treatment, facility, equipment, drug or device is MEDICALLY NECESSARY and is eligible as a COVERED SERVICE or is EXPERIMENTAL/INVESTIGATIONAL, cosmetic, or a convenience item. The clinical procedure and coding policies provide information about what services are reimbursable under the benefit plan. The most up-to-date medical and clinical procedure and coding policies are available at www.bcbsnm.com, or call BCBSNM Customer Service at the number listed on the back of your ID Card.

AMBULANCE SERVICES

This Plan covers Ambulance services in an Emergency (e.g., cardiac arrest, stroke). When you cannot be safely transported by any other means in a non-Emergency situation, this Plan also covers Medically Necessary Ambulance transportation to a Hospital with appropriate Facilities, or from one Hospital to another.

Air Ambulance

Ground Ambulance is usually the approved method of transportation. This Plan covers Air Ambulance only when terrain, distance, or your physical condition requires the use of Air Ambulance services or for high-risk Maternity and newborn transport to Tertiary Care Facilities. To be covered, non-Emergency Air Ambulance services require **Prior Authorization** from BCBSNM.

BCBSNM determines on a case-by-case basis when Air Ambulance is covered. If BCBSNM determines that ground Ambulance services could have been used, benefits are limited to the cost of ground Ambulance services.

Exclusions

This Plan does **not** cover:

- commercial transport, private aviation, or air taxi services
- services not specifically listed as covered, such as private automobile, public transportation, or wheelchair Ambulance
- services ordered only because other transportation was not available, or for your convenience

AUTISM SPECTRUM DISORDERS

For a Member **19 years old or younger** (or, if enrolled in high school, 22 years old or younger), this Plan covers the Habilitative and Rehabilitative Services of Autism Spectrum Disorder through Speech Therapy, Occupational Therapy, Physical Therapy, and applied behavioral analysis (ABA). Providers must be credentialed to provide such therapy.

Treatment must be prescribed by the Member's treating Physician in accordance with a treatment plan. Treatment must be approved through **Prior Authorization** by BCBSNM to determine that the services are to be performed in accordance with such a treatment plan; if services are received but were not approved as part of the treatment plan, benefits for services may be denied. .

Services not approved through Prior Authorization by BCBSNM must be performed in accordance with a treatment plan and must be Medically Necessary or benefits for such services will be denied. **Note:** Habilitative Services are defined as Occupational Therapy, Physical Therapy, Speech Therapy and other Health Care Services that help you keep, learn, or improve skills and functioning for daily living, as prescribed by your Physician pursuant to a treatment plan. Examples include therapy for a child who isn't walking or talking at the expected age and includes therapy to enhance the ability of a child to function with a congenital, genetic or early acquired disorder. These services also may include Physical Therapy and Occupational Therapy, speech language pathology, or other services for people with disabilities in a variety of inpatient and/or outpatient settings, with coverage as described in this booklet. Please review the **Short-Term Rehabilitation: Occupational, Physical, Speech Therapy** section of this Policy.

Services are subject to usual Member cost-sharing features such as Deductible, Coinsurance, Copayments, and Out-of-Pocket Limits - based on place of treatment, type of service, and whether Prior Authorization was obtained from BCBSNM. All services are subject to the *General Limitations and Exclusions* except where explicitly mentioned as being an exception. This benefit is subject to the other general provisions of the health plan, including but not limited to: coordination of benefits, Participating Provider agreements, restrictions on health care services, including review of Medical Necessity, case management, and other managed care provisions.

Regardless of the type of therapy received, Claims for services related to Autism Spectrum Disorder should be mailed to BCBSNM - **not** to the behavioral health services administrator.

Exclusions

This Plan does **not** cover:

- any experimental, long-term, or maintenance treatments unless listed above
- medically unnecessary or non-Habilitative Services under any circumstance
- any services received under the federal Individuals with Disabilities Education Improvement Act of 2004 and related state laws that place responsibility on state and local school boards for providing specialized education and related services to children 3 to 22 years old who have Autism Spectrum Disorder
- services not in accordance with a treatment plan that has not been approved through Prior Authorization by BCBSNM
- respite services or care
- Sensory Integration Therapy (SIT) or Auditory Integration Therapy (AIT)

- music therapy, vision therapy, or touch therapy
- floor time
- facilitated communication
- elimination diets; nutritional supplements; intravenous immune globulin infusion; secretin infusion
- chelation therapy
- hippotherapy, animal therapy, or art therapy

DENTAL-RELATED SERVICES AND ORAL SURGERY

The following services are the only Dental-Related Services and Oral Surgery procedures covered under this Plan. When alternative procedures or devices are available, benefits are based upon the most Cost-Effective, medically appropriate procedure or device available.

Dental and Facial Accidents

Benefits for Covered Services for the treatment of accidental injuries to the jaw, mouth, face or Sound Natural Teeth are generally subject to the same limitations, exclusions and Member cost-sharing provisions that would apply to similar services when not dental-related (e.g., x-rays, Medical Supplies, Surgical Services). This also includes services or supplies provided for the treatment of an Accidental Injury resulting from an act of domestic violence or a medical condition.

To be covered, *initial* treatment for the Accidental Injury must be sought **within 72 hours** of the accident and any services required after the initial treatment must be associated with the initial accident in order to be covered. (For treatment of TMJ or CMJ injuries, see “TMJ/CMJ Services.”)

Facility Charges

This Plan covers inpatient and outpatient Hospital expenses for Dental-Related Services **only** if the patient is under age six or has a nondental, hazardous physical condition (e.g., heart disease or hemophilia) that makes hospitalization Medically Necessary. All Hospital services for Dental-Related and Oral Surgery services must be approved through **Prior Authorization** by BCBSNM. **Note:** The dentist's services for the procedure will not be covered unless listed as eligible for coverage in this section.

Reminder: If Hospital Covered Services are recommended by a Nonpreferred (Out-of-Network) Provider, you are responsible for assuring that your Provider obtains Prior Authorization for outpatient Covered Services or benefits may be reduced or denied. (See Section 4: Utilization Management.)

Oral Surgery

This Plan covers the following Oral Surgical procedures only:

- Medically Necessary orthognathic surgery
- external or intraoral cutting and draining of cellulitis (not including treatment of dental-related abscesses)
- incision of accessory sinuses, salivary glands or ducts
- lingual frenectomy
- removal or biopsy of tumors or cysts of the jaws, cheeks, lips, tongue, roof or floor of mouth when pathological examination is required

TMJ/CMJ Services

This Plan covers standard diagnostic, therapeutic, surgical and nonsurgical treatments of Temporomandibular Joint (TMJ) and Craniomandibular Joint (CMJ) disorders or accidental injuries. Treatment may include Orthodontic Appliances and treatment, crowns, bridges, or dentures **only** if required because of an Accidental Injury to Sound Natural Teeth involving the Temporomandibular or Craniomandibular Joint.

Exclusions

This Plan does **not** cover oral or dental procedures not specifically listed as covered, such as, but not limited to:

- surgeon's or dentist's charges for noncovered dental services
- hospitalization or general anesthesia for the patient's or Provider's convenience
- any service related to a dental procedure that is not Medically Necessary
- any service related to a dental procedure that is excluded under this Plan for reasons other than being dental-related, even if hospitalization and/or general anesthesia is Medically Necessary for the procedure being received (e.g., cosmetic procedures, experimental procedures, services received after coverage termination, work-related injuries, etc.)
- nonstandard services (diagnostic, therapeutic, or surgical)
- removal of tori, exostoses, or impacted teeth
- procedures involving orthodontic care, the teeth, dental implants, periodontal disease, non-Covered Services, or preparing the mouth for dentures
- duplicate or “spare” Appliances
- personalized restorations, cosmetic replacement of serviceable restorations, or materials (such as precious metals) that are more expensive than necessary to restore damaged teeth
- dental treatment or surgery, such as extraction of teeth or application or cost of devices or splints, unless required due to an Accidental Injury and covered under “Dental and Facial Accidents” or “TMJ/CMJ Services”
- dentures, artificial devices and/or bone grafts for denture wear, including implants

DIABETIC SERVICES

Diabetic persons are entitled to the same benefits for Medically Necessary Covered Services as are other Members under the Health Care Plan. For special coverage details, such as for insulin, glucose monitors and educational services, refer to the applicable provisions as noted below. **Note:** This Plan will also cover items not specifically listed as covered when new and improved equipment, Appliances and Prescription Drugs for the treatment and management of diabetes are approved by the U.S. Food and Drug Administration.

For insulin and over-the-counter diabetic supplies, including glucose meters, see “Prescription Drugs and Other Items.”

For Durable Medical Equipment, see “Supplies, Equipment and Prosthetics.”

For educational services and diabetes management services, see “Physician Visits/Medical Care.”

EMERGENCY CARE AND URGENT CARE

Emergency Care

This Plan covers medical or surgical procedures, treatments, or services delivered after the sudden onset of what reasonably appears to be a medical condition with symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a reasonable layperson to result in jeopardy to his/her health; serious impairment of bodily functions; serious dysfunction of any bodily organ or part, or disfigurement. (In addition, services must be received in an Emergency room, trauma center, or Ambulance to qualify as an Emergency.) Examples of Emergency conditions include, but are not limited to: heart attack or suspected heart attack, coma, loss of respiration, stroke, acute appendicitis, severe allergic reaction, or poisoning. Non-Emergency services provided in an Emergency room for treatment of Mental Disorders or Chemical Dependency will be paid the same as Emergency Care services.

Emergency Room Services

Use of an Emergency center for non-Emergency Care is NOT covered. However, services will not be denied if you, in good faith and possessing average knowledge of health and medicine, seek care for what

reasonably appears to be an Emergency — even if your condition is later determined to be non-Emergency.

Acute Emergency Care is available 24 hours per day, 7 days a week. If services are received in an Emergency room or other trauma center, the condition and treatment must meet the definition of Emergency Care in order to be covered. Services received in an Emergency room that do not meet the definition of Emergency Care may be reviewed for appropriateness and may be denied. If you disagree with the Claim Administrator's determination in processing your benefits as non-Emergency care instead of Emergency Care, you may call the Claim Administrator at the number on the back of your Identification Card. Please review Section 8: Claims Payments and Appeals section of this Policy for specific information on your right to seek and obtain a full and fair review of your Claim.

If you visit an Out-of-Network Provider for Emergency Care, the In-Network (Preferred) Provider benefit is applied only to the initial treatment, which includes Emergency room services and, if you are hospitalized **within 48 hours** of an Emergency, the related inpatient hospitalization. Once you are discharged, covered follow-up care from an Out-of-Network Provider is paid at the Out-of-Network Provider benefit level. (Services received in an office or Urgent Care Facility are not considered Emergency Care for purposes of this provision.)

Services provided in an Emergency room that are not Emergency Care may be excluded from Emergency coverage, although these services may be covered under another benefit, if applicable. Emergency Care services – including non-Emergency services provided in an Emergency room for Mental Disorders or Chemical Dependency – performed by a Nonparticipating Provider will be paid at the Participating Provider level.

Emergency Admission Notification

To ensure that benefits are correctly paid and that an Admission you believe is Emergency-related will be covered, you or your Physician or Hospital should notify BCBSNM as soon as reasonably possible following Admission.

Follow-Up Care

For all follow-up care (which is no longer considered Emergency Care) and for all other non-Emergency care, you will receive the Out-of-Network Provider benefit for the Covered Services of an Out-of-Network Provider, even if a Preferred Provider is **not** available to perform the service.

Urgent Care

This Plan covers Urgent Care services, which means Medically Necessary medical or surgical procedures, treatments, or services received for an unforeseen condition that is *not* life-threatening. The condition does, however, require prompt medical attention to prevent a serious deterioration in your health (e.g., high fever, cuts requiring stitches).

Urgent Care is covered as any other type of service. However, if services are received in an Emergency room or other trauma center, the condition and treatment must meet the definition of Emergency Care in order to be covered.

HEARING AIDS/RELATED SERVICES FOR CHILDREN UNDER AGE 21

This Plan covers the cost of hearing aids, the fitting and dispensing fees for hearing aids and ear molds, **limited to one hearing aid per hearing-impaired ear every 36 months** for Members under 21 years old. This 36-month benefit period begins on the date the first covered hearing aid-related service is received and payable under this provision and ends 36 months later. The next benefit period begins 36 months after the first hearing aid-related service (e.g., fitting cost, ear mold, etc.) OR on the date the next hearing aid-related service, whichever length of time is greater.

Benefits for hearing aid-related services payable under this provision are not subject to any Coinsurance amount. Benefits for hearing aid-related services will be provided at **100 percent** of the Covered Charges. (Other Covered Services, such as hearing examinations and audiometric testing related to a hearing aid need for Members under 21 years old are subject to the usual plan Coinsurance provisions for office services and diagnostic testing. Benefits for these additional services are not applied to the 36-month maximum benefit available for hearing aids.) **Routine hearing examinations and related services are not covered for Members age 21 and older.**

HOME HEALTHCARE/HOME I.V. SERVICES

Conditions and Limitations of Coverage

If you are homebound (unable to receive medical care on an outpatient basis), this Plan covers Home Health Care Services and home I.V. services provided under the direction of a Physician. Nursing management must be through a Home Health Care Agency approved by BCBSNM. A *visit* is one period of home health service of up to four hours.

Prior Authorization Required

Before you receive home I.V. therapy, your Physician or Home Health Care Agency must obtain **Prior Authorization** from BCBSNM. **This Plan does not cover home I.V. services without Prior Authorization.**

Covered Services

This Plan covers the following services, subject to the limitations and conditions above, when provided by an approved Home Health Care Agency during a covered visit in your home:

- Skilled Nursing Care provided on an intermittent basis by a Registered Nurse or Licensed Practical Nurse
- physical, occupational, or respiratory therapy provided by licensed or certified physical, occupational, or Respiratory Therapists
- Speech Therapy provided by a speech pathologist or an American Speech and Hearing Association certified therapist
- intravenous medications and other Prescription Drugs ordinarily not available through a Retail Pharmacy if **Prior Authorization** is received from BCBSNM (If drugs are not provided by the Home Health Care Agency, see “Prescription Drugs and Other Items.”)
- drugs, medicines, or laboratory services that would have been covered during an inpatient Admission
- Enteral Nutritional supplies (e.g., bags, tubing) (For Enteral Nutritional formulas, see “Prescription Drugs and Other Items.”)
- Medical Supplies
- skilled services by a qualified aide to do such things as change dressings and check blood pressure, pulse, and temperature

Exclusions

This Plan does **not** cover:

- care provided primarily for you or your family's convenience
- homemaking services or care that consists mostly of bathing, feeding, exercising, preparing meals for, moving, giving medications to, or acting as a sitter for the patient (See the “Custodial Care” exclusion in *Section 6: General Limitations and Exclusions.*)
- services provided by a nurse who ordinarily resides in your home or is a member of your immediate family
- private duty nursing

HOSPICE CARE SERVICES

Conditions and Limitations

This Plan covers inpatient and home Hospice services for a terminally ill Member received during a Hospice Benefit Period when provided by a Hospice program and Prior Authorization is obtained from BCBSNM. If you need an extension of the Hospice Benefit Period, the Hospice Agency must provide a new treatment plan and the attending Physician must recertify your condition to BCBSNM. (See definition of a Hospice Benefit Period in *Section 10* for more information.)

Covered Services

This Plan covers the following services, subject to the conditions and limitations under the Hospice Care benefit:

- visits from Hospice Physicians
- Skilled Nursing Care by a Registered Nurse or Licensed Practical Nurse
- Physical and Occupational Therapy by licensed or certified physical or Occupational Therapists
- Speech Therapy provided by an American Speech and Hearing Association certified therapist
- Medical Supplies (If supplies are *not* provided by the Hospice Agency, see “Supplies, Equipment and Prosthetics.”)
- drugs and medications for the Terminally III Patient (If drugs are *not* provided by the Hospice Agency, see “Prescription Drugs and Other Items.”)
- medical social services provided by a qualified individual with a degree in social work, psychology, or counseling, or the documented equivalent in a combination of education, training and experience (Such services must be recommended by a Physician to help the member or his/her family deal with a specified medical condition.)
- services of a home health aide under the supervision of a Registered Nurse and in conjunction with Skilled Nursing Care
- nutritional guidance and support, such as intravenous feeding and hyperalimentation
- respite care for a period **not to exceed seven days** of Hospice Care and **no more than two respite care periods** during each Hospice Benefit Period (*Respite care* provides a brief break from total care-giving by the family.)

Exclusions

This Plan does **not** cover:

- food, housing, or delivered meals
- medical transportation
- homemaker and housekeeping services
- comfort items
- private duty nursing
- supportive services provided to the family of a Terminally III Patient when the patient is not a Member of this Plan
- care or services received after the Member's coverage terminates

HOSPITAL/OTHER FACILITY SERVICES

Blood Services

This Plan covers the processing, transporting, handling, and administration of blood and blood components. This Plan covers directed donor or autologous blood storage fees only when the blood is used during a scheduled surgical procedure. This Plan does **not** cover blood replaced through donor credit.

Inpatient Services

Prior Authorization Required

If hospitalization is recommended by an Out-of-Network Provider or you are outside New Mexico, **you are responsible** for obtaining Prior Authorization. If you do not follow the inpatient Prior Authorization procedures, benefits for covered Facility services will be **reduced** or **denied** as explained in *Section 4: Utilization Management*.

Covered Services

For acute inpatient medical or surgical care received during a covered Hospital Admission, this Plan covers room and board and other Medically Necessary services provided by the Facility.

Medical Detoxification

This Plan also covers Medically Necessary services related to Medical Detoxification from the effects of Alcohol or Drug Abuse. Detoxification is the treatment in an Acute Care Facility for withdrawal from the physiological effects of Alcohol or Drug Abuse, which usually takes about three days in an Acute Care Facility. Benefits for detoxification services are the same as for any other acute medical/surgical condition. Prior Authorization is required for all inpatient hospitalizations. See “Psychotherapy (Mental Disorder and Chemical Dependency)” for information about benefits for Chemical Dependency rehabilitation. See *Section 4: Utilization Management* for more information about Prior Authorization requirements.

Exclusions

This Plan does **not** cover:

- Transplants or related services when Transplant received at a Facility that does not contract directly with a BCBSNM Participating Provider or through a BCBS Transplant network. (See “Transplant Services” for more information.)
- Admissions related to non-Covered Services or procedures
- Custodial Care Facility Admissions

Outpatient or Observation Services

Coverage for outpatient or observation services and related Physician or other Professional Provider services for the treatment of illness or Accidental Injury depends on the type of service received (for example, see “Lab, X-Ray, Other Diagnostic Services” or “Emergency and Urgent Care”).

INJECTIONS AND INJECTABLE DRUGS

This plan covers most FDA-approved therapeutic injections administered in a Provider's office. However, this plan covers some injectable drugs only when Prior Authorization is received from BCBSNM. Your BCBSNM-Contracted Provider has a list of those injectable drugs that require Prior Authorization. If you need a copy of the list, call a BCBSNM Customer Service Advocate. (When you request Prior Authorization, you may be directed to purchase the self-injectable medication through your drug plan.)

BCBSNM reserves the right to exclude any injectable drug currently being used by a Member. Proposed new uses for injectable drugs previously approved by the FDA will be evaluated on a medication-by-medication basis. Call a BCBSNM customer Service Advocate if you have any questions about this policy.

Exclusions

This Plan does **not** cover:

- This plan does **not** cover any self-administered drugs dispensed or administered by a Physician in his/her office.

LAB, X-RAY, OTHER DIAGNOSTIC SERVICES

For invasive diagnostic procedures such as biopsies and endoscopies or any procedure that requires the use of an operating or recovery room, see “Surgery and Related Services.”

This Plan covers Diagnostic Services, including but not limited to, preadmission testing, that are related to an illness or Accidental Injury. Covered services include:

- x-ray and radiology services, ultrasound, and imaging studies
- laboratory and pathology tests
- EKG, EEG, and other electronic diagnostic medical procedures

- genetic testing (Tests such as amniocentesis or ultrasound to determine the gender of an unborn child are not covered; see “Maternity/Reproductive Services and Newborn Care.”)
- infertility-related testing (See “Maternity/Reproductive Services and Newborn Care.”)
- PET (Positron Emission Tomography) scans, cardiac CT scans
- MRIs
- psychological or neuropsychological testing with **Prior Authorization** from BCBSNM
- audiometric (hearing) and vision tests for the diagnosis and/or treatment of an Accidental Injury or an illness

Note: All services, including those for which Prior Authorization is required, must meet the standards of Medical Necessity criteria established by BCBSNM and will not be covered if excluded for any reason under this Plan. **Some services requiring Prior Authorization will not be approved for payment.**

MATERNITY/REPRODUCTIVE SERVICES AND NEWBORN CARE

Like benefits for other conditions, Member cost-sharing amounts for pregnancy, family planning, infertility, and newborn care are based on the place of service and type of service received.

Family Planning and Infertility-Related Services

For preventive oral contraceptive coverage and contraceptive devices purchased from a Pharmacy, see “Prescription Drugs and Other Items.”

Family Planning

Covered family planning services include:

- health education
- the following categories of FDA-approved contraceptive drugs, devices, and services, subject to change as FDA guidelines are modified: progestin-only contraceptives, combination contraceptives, emergency contraceptives, extended-cycle/continuous oral contraceptives, cervical caps, diaphragms, implantable contraceptives, intra-uterine devices (IUDs), injectables, transdermal contraceptives, and vaginal contraceptive devices
- pregnancy testing and counseling
- vasectomies

For these following covered family planning services, no Coinsurance, Deductible, Copayment, or benefit maximums will apply when received from a Provider in the Preferred or Participating Provider network. When these services are received from an Out-of-Network Provider, if your plan has Out-of-Network benefits for non-Emergency services, the usual Out-of-Network Deductible, Coinsurance, and Out-of-Pocket will apply.

- over-the-counter female contraceptive devices with a written prescription by a Health Care Provider
- FDA-approved contraceptive drugs and devices from the following categories of FDA-approved contraceptive drugs, devices, and services, subject to change as FDA guidelines are modified: progestin-only contraceptives, combination contraceptives, emergency contraceptives, extended-cycle/continuous oral contraceptives, cervical caps, diaphragms, implantable contraceptives, intra-uterine devices (IUDs), injectables, transdermal contraceptives, and vaginal contraceptive devices. Covered FDA approved contraceptives drugs and devices are listed on the contraceptive drugs and devices list posted on the BCBSNM website www.bcbsnm.com or available by contacting Customer Service at the toll-free number on your ID Card
- outpatient contraceptive services such as consultations, examinations, procedures (including follow-up care for trouble you may have from using a birth control method that a family planning Provider gave you) and medical services provided on an outpatient basis and related to the use of contraceptive methods (including natural family planning) to prevent an unintended pregnancy
- female surgical sterilization procedures (other than hysterectomy), including tubal ligations

When obtaining the items noted above, you may be required to pay the full cost and then submit a Claim form with itemized receipts to BCBSNM for reimbursement. Please refer to *Section 8: Claims Payments and Appeals* of this Benefit Booklet for information regarding submitting Claims.

Infertility-Related Services

This plan pays benefits for infertility services and associated expenses for the diagnosis and treatment of an underlying medical condition that causes infertility, when under the direction of a Physician.

Note: Prior Authorization is required before receiving services. Refer to the Utilization Management section for more information. If Prior Authorization is not received, benefits may be denied.

A maximum lifetime benefit of 12 attempts per Member is allowed for infertility treatments. This maximum is accumulated from any expenses related to infertility treatment paid following a confirmed diagnosis of infertility. Expenses for infertility services incurred without a diagnosis of infertility will not be reimbursed. The maximum lifetime benefit does not include expenses related to diagnosing infertility, testing relating to determining the cause of infertility or the diagnosis and treatment of an underlying condition. (e.g., endometriosis) that causes infertility. However, testing and treatments after a confirmed diagnosis of infertility will be applied to the lifetime maximum such as:

- Medically Necessary Laparoscopies and Ultrasounds
- Artificial Insemination
- In Vitro Fertilization (IVF)
- Gamete Intrafallopian Transfers (GIFT)
- Zygote Intrafallopian Transfer (ZIFT)
- Embryo transplantation Laparoscopies for egg retrieval
- Purchase of sperm, if billed separately
- Storage and preserving embryos for up to two years

There are limited donor expenses for egg donor (only the same charges that would be eligible to extract the egg from a covered employee are allowed for the donor; prescription medications taken by a donor are not allowable charges).

Exclusions

In addition to services not listed as covered above, this Plan does **not** cover:

- male contraceptive devices, including over-the-counter contraceptive products such as condoms
- sterilization reversal for males or females

Pregnancy-Related/Maternity Services

If you are pregnant, you should call BCBSNM before your Maternity due date, soon after your pregnancy is confirmed. BCBSNM must be notified as soon as possible if the mother's stay is greater than **48 hours** for a routine delivery or greater than **96 hours** for a C-section delivery.

A covered daughter also has coverage for Pregnancy-Related Services. However, if the parent of the newborn is a covered child of the Subscriber (i.e., the newborn is the Subscriber's grandchild), benefits are **not** available for the newborn except for the first 48 hours of Routine Newborn Care (or 96 hours in the case of a C-section).

Covered Services

Covered Pregnancy-Related Services include:

- Hospital or other Facility charges for room and board and ancillary services, including the use of labor, delivery, and recovery rooms (This Plan covers all Medically Necessary hospitalization, including at least 48 hours of inpatient care following a vaginal delivery and 96 hours following a C-section delivery. **Note:** Newborns who are not eligible for coverage under this Plan will not be covered beyond the 48 or 96 hours required under federal law.)

- routine or complicated delivery, including prenatal and postnatal medical care of an obstetrician, Certified Nurse-Midwife or Licensed Midwife (Expenses for prenatal and postnatal care are included in the total Covered Charge for the actual delivery or completion of pregnancy.) **Note:** Home births are not covered unless the Provider has a Preferred Provider contract with his/her local BCBS Plan and is credentialed to provide the service.
- pregnancy-related diagnostic tests, including genetic testing or counseling (Services must be sought due to a family history of a gender-linked genetic disorder or to diagnose a possible congenital defect caused by a present, external factor that increases risk, such as advanced maternal age or Alcohol Abuse. For example, tests such as amniocentesis or ultrasound to determine the gender of an unborn child are **not** covered.)
- necessary anesthesia services by a Provider qualified to perform such services, including Acupuncture used as an anesthetic during a covered surgical procedure and administered by a Physician, a licensed Doctor of Oriental Medicine, or other Practitioner as required by law
- when necessary to protect the life of the infant or mother, coverage for transportation, including air transport, for the medically high-risk pregnant woman with an impending delivery of a potentially viable infant to the nearest available Tertiary Care Facility for newly born infants (See “Ambulance Services” for details.)
- services of a Physician who actively assists the operating surgeon in performing a covered surgical procedure when the procedure requires an assistant
- spontaneous, or therapeutic termination of pregnancy prior to full term

Newborn Care

If you do not have coverage for your newborn on the date of birth, **you must add coverage within 31 days of birth** in order for any newborn charges, routine or otherwise, to be covered beyond the first 48 hours of birth (or 96 hours in the case of a C-section).

Newborn Eligibility

If you do not elect to add coverage for your newborn within 31 days, and wish to add the child to coverage later, the child is considered a Late Applicant unless eligible for a Special Enrollment. **Note:** If the parent of the newborn is a covered child of the Subscriber (i.e., the newborn is the Subscriber's grandchild), services for the newborn are **not** covered except for the first 48 hours of Routine Newborn Care (or 96 hours in the case of a C-section).

Routine Newborn Care

If both the mother's charges and the baby's charges are eligible for coverage under this Plan, no additional Deductible for the newborn is required for the Facility's initial routine nursery care if the covered newborn is discharged on the same day as the mother.

Covered Services

Covered services for initial Routine Newborn Care include:

- routine Hospital nursery services, including alpha-fetoprotein IV screening
- routine medical care in the Hospital after delivery
- pediatrician standby care at a C-section procedure
- services related to circumcision of a male newborn

For children who are covered from their date of birth, benefits include coverage of injury or sickness, including Covered Services related to the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities.

Extended Stay Newborn Care

A newborn who is enrolled for coverage within the time limits specified in *Section 2: Enrollment and Termination Information* is also covered if he/she stays in the Hospital longer than the mother. The baby's services will be subject to a separate Deductible, Coinsurance and Out-of-Pocket Limit

Note: If you are in a Nonpreferred Facility, you must ensure that BCBSNM is called **before** the mother is discharged from the Hospital. If you do not, benefits for a newborn's covered Facility services will be paid at the Nonpreferred Provider benefit level. The baby's services will be subject to a separate Deductible, Coinsurance and Out-of-Pocket Limit.

PHYSICIAN VISITS/MEDICAL CARE

This section describes benefits for therapeutic injections, allergy care and testing, and other nonsurgical, nonroutine medical visits to a Health Care Provider for evaluating your condition and planning a course of treatment. See specific topics referenced in this section for more information regarding a particular type of service (e.g., "Preventive Services" "Transplant Services," etc.).

This Plan covers Medically Necessary care provided by a Physician or other Professional Provider for an illness or Accidental Injury. **Your choice of Provider can make a difference in the amount you pay.** (See *Section 3: How Your Plan Works.*)

Office Visits and Consultations

Benefits for services received in a Physician's office are based on the type of service received while in the office. Services covered under this provision include allergy care, therapeutic injections, office visits, consultations (including second or third surgical opinions) and examinations, and other nonroutine office medical procedures — when not related to Hospice Care or payable as part of a surgical procedure. (See "Hospice Care" or "Surgery and Related Services" if the medical visits are related to either of these services.)

Allergy Care

This Plan covers direct skin (percutaneous and intradermal) and patch allergy tests, radioallergosorbent testing (RAST), allergy serum, and appropriate FDA-approved allergy injections administered in a Provider's office or in a Facility.

Breastfeeding Support and Services

This plan covers counseling and support services rendered by a lactation consultant such as a Certified Nurse Practitioner, Certified Nurse Midwife or midwife, not subject to Coinsurance, Deductible, Copayment, or benefit maximums when received from a Provider in the Preferred or Participating Provider network (if your plan has Out-of-Network benefits for non-Emergency services, Out-of-Network services are subject to the usual Out-of-Network Deductible, Coinsurance, and Out-of-Pocket).

Diabetes Self-Management Education

This Plan covers diabetes self-management training if you have diabetes or an elevated blood glucose due to pregnancy. Training must be prescribed by a Health Care Provider and given by a certified, registered, or licensed Health Care Professional with recent education in diabetes management. Covered services are limited to:

- Medically Necessary visits upon the diagnosis of diabetes
- visits following a Physician diagnosis that represents a significant change in your symptoms or condition that warrants changes in your self-management
- visits when re-education or refresher training is prescribed by a Health Care Provider
- medical nutrition therapy related to diabetes management

See "Prescription Drugs and Other Items" for benefits for insulin and oral agents to control blood glucose levels, glucose meters, needles, syringes, and test strips; see "Supplies, Equipment and Prosthetics" for other covered supplies and equipment required due to diabetes.

Genetic Inborn Errors of Metabolism

This Plan covers Medically Necessary expenses related to the diagnosis, monitoring and control of Genetic Inborn Errors of Metabolism as defined in *Section 10: Definitions*. Covered services include medical assessment, including clinical services, biochemical analysis, Medical Supplies, Prescription Drugs (see “Prescription Drugs and Other Items”), corrective lenses for conditions related to the Genetic Inborn Error of Metabolism, nutritional management approved through **Prior Authorization** Special Medical Foods (as defined and described in “Prescription Drugs and Other Items”). In order to be covered, services cannot be excluded under any other provision of this Benefit Booklet and are paid according to the provisions of the Plan that apply to that particular type of service (e.g., Special Medical Foods are covered under “Prescription Drugs and Other Items,” medical assessments under “Physician Visits/Medical Care” and corrective lenses under “Supplies, Equipment and Prosthetics”).

To be covered, the Member must be receiving medical treatment provided by licensed Health Care Professionals, including Physicians, dietitians and nutritionists, who have specific training in managing patients diagnosed with Genetic Inborn Errors of Metabolism.

Injections and Injectable Drugs

This Plan covers most FDA-approved therapeutic injections administered in a Provider's office. However, this Plan covers some injectable drugs only when **Prior Authorization** is received from BCBSNM. Your BCBSNM-Contracted Provider has a list of those injectable drugs that require Prior Authorization. If you need a copy of the list, call a BCBSNM Customer Service Advocate. (When you request Prior Authorization, you may be directed to purchase the self-injectable medication through your drug plan.)

Proposed new uses for injectable drugs previously approved by the FDA will be evaluated on a medication-by-medication basis. Benefits will not be provided for any self-administered drugs dispensed by a Physician. Call a BCBSNM Customer Service Advocate if you have any questions about this policy.

Mental Disorder Evaluation Services

This Plan covers medication checks and intake evaluations for Mental Disorders, Alcohol, and Drug Abuse. See “Psychotherapy (Mental Disorder and Chemical Dependency)” for psychotherapy and other therapeutic service benefits.

Inpatient Medical Visits

With the exception of Dental-Related Services, this Plan covers the following services when received on a covered inpatient Hospital day:

- visits for a condition requiring **only** medical care, unless related to Hospice Care
- consultations (including second opinions) and, if surgery is performed, inpatient visits by a Provider who is not the surgeon and who provides medical care **not** related to the surgery (For the surgeon's services, see “Surgery and Related Services” or “Transplant Services.”)
- medical care requiring **two or more** Physicians at the same time because of multiple illnesses
- initial Routine Newborn Care for a newborn added to coverage within the time limits specified in *Section 2: Enrollment and Termination Information* (See “Maternity/Reproductive Services and Newborn Care” for details and for extended stay benefits.)

PRESCRIPTION DRUGS AND OTHER ITEMS

Covered Medications and Other Items

This Plan covers the following drugs, supplies and other products through this drug plan provision only when dispensed by a **Participating Pharmacy** under the **Retail Pharmacy Program** or **Specialty Pharmacy Drug Program** (unless required as the result of an Emergency) or ordered through the **Mail Order Service** vendor:

- Prescription Drugs, prenatal vitamins, and medicines, unless listed as an exclusion (covered drugs/items include insulin, glucagon, prescriptive oral agents for controlling blood sugar levels and prescription contraceptive devices and medications purchased from a Participating Pharmacy). **Note:**

Prescription contraceptive devices fitted or inserted by, and purchased directly from a Physician are payable under the “Family Planning” benefit, if any, of your medical/surgical Plan.

- Specialty Drugs such as, but not limited to, self-administered injectable drugs such as growth hormone, Copaxone, Avonex. (Most injectable drugs require **Prior Authorization** from BCBSNM. Some self-administered drugs, whether injectable or not, are identified as Specialty Drugs and must be acquired through a participating Specialty Pharmacy Provider in order to be covered.)
- Vaccinations for flu or pneumonia, or Zostavax[®] vaccinations when received from certain Participating Pharmacies. (For a list of pharmacies that are contracted with BCBSNM to provide this service, go to the BCBSNM website at www.bcbsnm.com.)
- Insulin needles, syringes, glucose meters, and other diabetic supplies (e.g., glucagon emergency kits, autolets, lancets, lancet devices, blood glucose and visual reading urine and ketone test strips). (A separate Copayment amount applies for each item purchased.) These items are **not** covered as a Medical Supply or medical equipment expense under any medical or surgical provisions of this Benefit Booklet. See “Supplies, Equipment, and Prosthetics” later in this section for a list of diabetic equipment that *is* covered under the medical/surgical portion of your health plan.)**
- Nonprescription Enteral Nutritional Products and Special Medical Foods only when **preauthorized** and either: 1) delivered through a Medically Necessary enteral access tube that has been surgically placed (e.g., gastrostomy, jejunostomy) or 2) meeting the definition of Special Medical Foods (These products must be ordered by a Physician and **Prior Authorization** received from BCBSNM in order to be covered.) See *Section 4: Utilization Management* for more information about Prior Authorization requirements.
- Treatment with FDA-approved Prescription Drugs to assist you with quitting tobacco use or smoking. Note: For Members covered under PPO medical plans only, certain of these items may also be purchased from an Out-of-Network Pharmacy. For details, see “Retail Pharmacy Program” below. See *Section 4: Utilization Management* for more information about Prior Authorization requirements.

Prior Authorizations

Certain Prescription Drugs, injectable medications and Specialty Pharmacy drugs may require **Prior Authorization** from BCBSNM. A list of drugs requiring Prior Authorization is available on the BCBSNM website at www.bcbsnm.com. Your Physician can request the necessary Prior Authorization. See *Section 4: Utilization Management* for more information about Prior Authorization requirements.

Step Therapy

The step therapy program helps manage costs of expensive drugs by redirecting patients, when appropriate, to equally effective less expensive, Generic alternatives. The program requires that Members starting a new drug treatment use Generic Drugs first when appropriate. Generic Drugs, which are tested and approved by the U.S. Food and Drug Administration (FDA), have been shown to be safe and effective. If the Generic alternative is not effective, a Brand-Name Drug may then be acquired in the second step. You will be required to pay the applicable Copayment for Brand-Name Drugs.

Member Copayments and Coinsurance

For covered Prescription Drugs, insulin, diabetic supplies, and nutritional products, you pay the applicable tiered Copayment or applicable Coinsurance, not to exceed the actual Retail price, for each prescription filled or item purchased (not to exceed supply limitations described in this section). See **your Summary of Benefits for your Copayment amount**. Any Coinsurance amounts due for certain covered items are noted in this Benefit Booklet.

Each Calendar Year, the Copayments and Coinsurance percentage amounts, are applied to your or your family's applicable annual Out-of-Pocket Limit in combination with your medical and behavioral health benefits plan for that Calendar Year. Any pricing differences between the cost of Brand Name Drugs and their Generic equivalents that you pay under this drug plan portion of your health care benefits plan are not applied to your or your family's applicable annual Out-of-Pocket Limit in combination with your medical and behavioral health benefits plan for that Calendar Year. After you have met the Out-of-Pocket Limit in combination with your medical and behavioral health benefits plan during a single Calendar Year, BCBSNM pays 100% of your covered Prescription Drugs, insulin, diabetic supplies, and nutritional products under this drug plan for the remainder of that Calendar Year.

Non-Covered Charges may not be used to meet the Out-of-Pocket Limit in combination with your medical and behavioral health benefits plan.

Your drug plan offers several benefit design Copayment or Coinsurance option for when you purchase drugs or supplies from a Participating Pharmacy, or a BCBSNM-designated Specialty Pharmacy Provider, or BCBSNM-designated Mail Order service vendor (see below for an example of a 5-tiered Copayment drug plan and how it works). When you need a prescription order filled, you should use a Participating Pharmacy. Each prescription or refill is subject to the Copayment or Coinsurance shown on your SBC.

When you go to a Participating Pharmacy, you must pay any Copayment, Coinsurance, and any applicable pricing difference. You may be required to pay for limited or non-Covered Services. No Claim forms are required. If you are unsure whether a Pharmacy is a Participating Pharmacy, you may access the website at www.bcbsnm.com or contact customer service at the toll-free number on your ID Card.

See your Summary of Benefits for the drug plan Copayment option that corresponds to the health benefits plan you have chosen. Except as may be specified elsewhere in this Benefit Book, drugs and supplies must be purchased from a Participating Pharmacy, or a BCBSNM-designated Specialty Pharmacy Provider, or BCBSNM-designated Mail Order service in order to be covered under your drug plan.

In-Network: Copayment amounts paid at an In-Network Pharmacy would only apply to your In-Network Out-of-Pocket Limit.

Here's how the drug plan works under the "5-Tier Drug Plan" using the \$10/\$45/\$75/\$100/\$250 option:

Type of Prescription	Sample of Copayment Amounts
Generic Drug*	Tier-One Copayment: \$10
Preferred Brand-Name Drug (no Generic equivalent)*	Tier-Two Copayment: \$45
Nonpreferred Brand-Name Drug (no Generic equivalent)*	Tier-Three Copayment: \$75
Preferred Specialty Drugs (no Generic equivalent)*	Tier-Four Copayment: \$100
Nonpreferred Specialty Drugs (no Generic equivalent)*	Tier-Five Copayment: \$250
Vaccinations received from certain Participating Pharmacies. For a list of covered vaccinations see your Drug List at www.bcbsnm.com .	No Copayment
Mail Order Service (available for Tiers 1, 2, and 3 only; Specialty Drugs are not covered through Mail Order Service)	\$20, \$90, or \$150 (2 times the Copay for Tier 1, 2, or 3 drug - depending on Generic/Brand and Drug List status)
Nonprescription Enteral Nutritional Products and Special Medical Foods (Brand-Name or Generic; requires Prior Authorization)*	20 percent of Covered Charge

Under the drug plan, drugs are available at "tiered" Copayment levels. The benefits you receive and the amount you pay will differ depending upon the type of drugs, or diabetic supplies, or insulin and insulin syringes, or nutritional products obtained and whether they are obtained from a Participating Pharmacy, or a BCBSNM-designated Specialty Pharmacy Provider, or BCBSNM-designated Mail Order service vendor.

For covered non-Specialty, Generic Drugs, you pay the lowest Copayment tier one. (Commonly prescribed Generic Drugs are listed on the Drug List but a full listing of all Generic Drugs are not available. A list of Generic Drugs is available on the BCBSNM web site at www.bcbsnm.com. You may also contact a customer service advocate for more information).

To determine your Copayment for a Brand-name drug, check the Drug List. If your covered Brand-name drug is on the Preferred Drug List, you will pay the tier 2 Copayment for Preferred Brand-Name Drugs. If it is a Nonpreferred Brand-Name Drug, it is subject to a tier 3 Copayment.

When the Copayment or Coinsurance for an item purchased under the drug plan is **greater** than the Covered Charge for the supply being purchased from a Participating Pharmacy, you pay the **least of:** 1) your Copayment amount or 2) the Pharmacy's or vendor's Retail price, or 3) the Covered Charge (i.e., the BCBSNM-contracted rate). For Claim submitted to the Pharmacy Benefit Manager for reimbursement, you are paid the **lesser of:** 1) the sum of the

drug ingredient cost, the dispensing fee that would be payable to a Participating Pharmacy and any sales tax minus the applicable Member share or 2) the Pharmacy's Retail price minus the applicable Member share.

New-to-Market FDA Approved Drugs

New-to-Market FDA approved drugs are subject to review by Prime Therapeutics Pharmacy & Therapeutics (P&T) Committees prior to coverage of the drug.

Retail Pharmacy Program

Your drug plan provides access to the Pharmacy in the Retail Pharmacy network. In order to receive maximum benefits, items must be purchased from a Participating Pharmacy.

For a list of Participating Pharmacies, call Customer Service at the phone number on the back of your ID Card and request a Provider directory - or visit the BCBSNM website at www.bcbsnm.com. The pharmacies that are participating in the BCBSNM Retail Pharmacy Program may change from time to time. You should check with your Pharmacy before obtaining drugs or supplies to make certain of its participating status.

You must present your BCBSNM identification (ID) card to the pharmacist at the time of purchase to receive your drug benefits. (You do not receive a separate prescription ID Card; use your BCBSNM ID Card to receive all your medical/surgical and Prescription Drug services covered under this Plan.) You are responsible for paying any Coinsurance amounts, Copayments, any pricing differences when applicable, and limited or non-Covered Services. No Claim forms are required when you purchase your prescriptions at a Participating Pharmacy.

You can use your ID Card to purchase covered items only for yourself and covered family members. When coverage for you or a family member ends under this Plan, the ID Card may not be used to purchase drugs or other items for the terminated family member(s).

If you do not have your ID Card with you or if you purchase your drug or other item from a nonparticipating (Out-of-Network) Pharmacy and it is eligible for coverage as indicated in the first paragraph above, such as in an **Emergency**, you must pay for the purchase in full and then submit a Claim directly to the BCBSNM Pharmacy Benefit Manager, Prime Therapeutics, at the address below (do not send to BCBSNM). In such cases, you will pay the difference in cost between the Pharmacy's billed amount and the Covered Charge, in addition to your Coinsurance, and/or Copayment amount. If not included in your enrollment materials, you can obtain the necessary Claim forms from a Customer Service Advocate or on the BCBSNM website (www.bcbsnm.com).

Send Retail Pharmacy Claims to:
Prime Therapeutics
PO Box 25136
Lehigh Valley, PA 18002-5136

If you are leaving the country or need an extended supply of medication, call Customer Service **at least two weeks** before you intend to leave. (Extended supplies or vacation overrides are not available through the Mail Order Service Program (see below) and may be approved only through the Retail Pharmacy Program. In some cases, you may be asked to provide proof of continued enrollment eligibility under the Retail Pharmacy Program.)

Specialty Pharmacy Program

The Specialty Drug delivery service integrates Specialty Drug benefits with your overall medical and drug plan benefits. This program provides delivery of medications directly to your Provider's office or to your home if you are undergoing treatment for a complex medical condition. The Specialty Pharmacy Program delivery service offers:

- Coordination of coverage among you, your Health Care Provider, and BCBSNM
- Educational materials about your condition and information about managing possible medication side effects
- Syringes, sharps containers, alcohol swabs, and other supplies with every shipment of FDA-approved self-injectable medications
- Access to a pharmacist for urgent medication issues 24 hours a day, 7 days a week, 365 days a year

You pay a lower Copayment for Specialty Drugs that are listed as “Preferred” on the *Specialty Drug List*. The list of Specialty Drugs, both Preferred and Nonpreferred, is on the BCBSNM website at www.bcbsnm.com, or can be obtained from a Customer Service Advocate by calling the number on the back of your ID Card. Your cost for Specialty Drugs is indicated on your *Summary of Benefits* and you will be responsible for any Copayments, Coinsurance, any pricing differences when applicable, and limited or non-Covered Services that may apply to your coverage.

Mail Order Service

Except for supply limitations and nutritional products, all items that are covered under the Mail Order Service are the same items that are covered under the Retail Pharmacy Program and are subject to the same limitations and exclusions. To use the Mail Order Service, follow the instructions outlined in the materials provided to you in your enrollment packet. (If you do not have this information, call a Customer Service Advocate.) **Note:** Prescription Drugs and other items may **not** be mailed outside the United States. Extended supplies or vacation overrides required when you are outside the country may be approved only through the Retail Pharmacy Program.

IMPORTANT: Specialty Drugs are not covered through the Mail Order Service. You must use the Specialty Pharmacy Provider designated by BCBSNM in order to receive benefits for Specialty Drugs.

Supply Limitations

For each Copayment listed on the *Summary of Benefits*, you can obtain the following supply of a single covered Prescription Drug or other item (unless otherwise specified):

Program Type	Supply Maximum	Copay Requirement* (see note)
Nonprescription Nutritional Products	30-day supply during any 30-day period	20 percent of Covered Charges (includes prescriptions for Enteral Nutritional Products and Special Medical Foods as described under “Covered Drugs and Other Items”)
Participating Retail Pharmacy and Specialty Pharmacy Provider	During each one-month period, a 30-day supply or 120 units (e.g., pills) whichever is less	One Copayment. If more than 120 units are needed to reach a 30-day supply, another Copayment will apply to each additional 120 units (or portion thereof) purchased. For oral contraceptives, the supply is limited to one menstrual cycle (normally 28 days).
Mail Order Service (Tiers 1, 2, and 3 only)	During each three-month period, a 90-day supply or 360 units (e.g., pills) whichever is less	Two Copayments. If less than a 90-day supply is ordered, one Copayment will apply. If more than 360 units are needed to reach a 90-day supply, 2 Copayments will apply to each additional 360 units (or portion thereof) purchased.

NOTE: For commercially packaged items (such as an inhaler, a tube of ointment or a blister pack of tablets or capsules), you will pay the applicable Copayment for each package, **regardless of the number of days supply the package represents**. For example, if two inhalers are purchased under the Retail Pharmacy Program, 2 Copayments will apply. Under Mail-Order, you can receive up to three times the number of packages obtainable from a Retail Pharmacy for the same Copayment amount payable under the Retail Pharmacy Program.

Dispensing Limits

In addition to the supply limits stated above and regardless of the quantity of a covered drug prescribed by a Physician, BCBSNM has the right to establish dispensing limits on covered drugs. These limits, which are based upon FDA dosing recommendations and nationally recognized clinical guidelines, identify gender or age restrictions, and/or the maximum quantity of a drug (or member of a drug class) that can be dispensed to you over a specific period of time. Such limits are in place to encourage appropriate drug use and patient safety, and to reduce waste and stockpiling of drugs. Benefits for a covered drug may also be denied if the drug is dispensed or delivered in a manner intended to avoid the BCBSNM-established dispensing limit. If you need a drug quantity that exceeds the dispensing limit, ask your Doctor to submit a request for review to BCBSNM on your behalf. The Prior

Authorization request will be approved or denied after the clinical information submitted by the prescribing Doctor has been evaluated by BCBSNM.

Controlled Substances

If BCBSNM determines you may be receiving quantities of controlled substances medications not supported by FDA approved dosages or recognized treatment guidelines, benefits may be subject to a review to determine if they are Medically Necessary, appropriateness and other coverage restrictions such as limiting coverage to services provided by a certain Provider and/or Pharmacy for the prescribing and dispensing of the controlled substance medication. For the purposes of this provision, controlled substances medications are medication restricted by state or federal laws because of their potential of addition or misuse.

Drug Plan Exclusions — In addition to services listed as not eligible for coverage in the *General Limitations and Exclusions* section of your medical plan portion's Benefit Booklet, this drug plan portion of your health benefits plan does **not** cover:

- Prescription Drugs if there is an over-the-counter product available with the same active ingredient(s), in the same strength, unless otherwise determined by the Plan, at its sole discretion
- Herbal or homeopathic preparations
- Drugs which by law do not require a prescription order from an authorized Health Care Practitioner (except insulin, insulin analogs, insulin pens, oral agents for controlling blood sugar level, and vaccinations administered through certain Participating Pharmacies)
- Legend Drugs or covered devices for which no valid prescription order is obtained
- Non-commercially available compounded medications, regardless of whether or not one or more ingredients in the compound requires a prescription (Non-commercially available compounded medications are those made by mixing or reconstituting ingredients in a manner or ratio that is inconsistent with United States Food and Drug Administration- approved indications provided by the ingredients' manufacturers)
- Prescriptions or other covered items purchased from a Nonparticipating Pharmacy Provider or Other Provider unless eligible for benefits in an Emergency situation (as defined in your Benefit Booklet) or for Members covered under PPO medical plans, as listed under "Retail Pharmacy Program," and purchased from a Nonparticipating Retail Pharmacy
- Refills before the normal period of use has expired, in excess of the number specified by the Physician, or requested more than one year following the Physician's original order date (Some prescriptions may be subject to a shorter refill window. Please call customer service for details.)
- Replacement of drugs or other items that have been lost, stolen, destroyed, or misplaced
- Infertility medications
- Over-the-counter products except as required to be covered under applicable law
- Nonprescription items for smoking and tobacco use cessation such as nicotine patches and nicotine gum, or Prescription Drugs that have over-the-counter equivalents
- Drugs or other items for the treatment of sexual or erectile dysfunction
- Devices or Durable Medical Equipment of any type (even though such devices may require a prescription order) such as, but not limited to, therapeutic devices, including support garments and other non-medicinal substances, artificial Appliances, or similar devices
- Medications or preparations used for cosmetic purposes (such as preparations to promote hair growth or medicated cosmetics)
- Tretinoin (sold under such Brand Names as Retin-A) for cosmetic purposes if you are age 40 or above

- Nonprescription Enteral Nutritional Products that are taken by mouth or delivered through a temporary nasoenteric tube (e.g., nasogastric, nasoduodenal, or nasojejunal tube), unless the patient meets criteria for Genetic Inborn Errors of Metabolism and the product is **approved** by BCBSNM; or nonprescription nutritional products that have not been approved by BCBSNM
- Drugs in a drug class where there is an over-the-counter alternative available, unless otherwise determined by the Group Health Plan
- Drugs that are repackaged by a company other than the original manufacturer
- Shipping, handling, or delivery charges
- Appetite suppressants or diet aids; weight reduction drugs; food or diet supplements and medication prescribed for body building or similar purposes
- Ordinary foodstuffs that might be part of an exclusionary diet; any product that does not have and/or require a Physician's prescription; food items purchased at a health food, vitamin or similar store; foods purchased on the Internet
- Covered drugs, devices, or other Pharmacy services or supplies provided or available in connection with an occupational sickness or an injury sustained in the scope of and in the course of employment whether or not benefits are, or could upon proper Claim be, provided under Workers' Compensation law
- Drugs obtained by unauthorized, fraudulent, abusive, or improper use of an Identification Card
- Drugs used or intended to be used in the treatment of a condition, sickness, disease, injury, or bodily malfunction which is not covered under the medical portion of health care benefits plan, or for which benefits have been exhausted
- Any Prescription Drug for which the FDA has determined its use to be contraindicated for the treatment of the particular condition for which the drug has been prescribed
- Any drugs which are not approved by the FDA for a particular diagnosis or indication, or when used for an indication other than the indication for which the FDA approval is given, except when: **a)** recognized as safe and effective for the treatment of that indication in one or more of the standard medical reference compendia, including the "AMA Drug Evaluations," the "American Hospital Formulary Service Drug Information," and "Drug Information for the Health Care Provider;" **b)** when provided for Cancer Clinical Trials, pursuant to Section 59A-22-43 NMSA; or **c)** as otherwise required under applicable law or regulation
- Devices and Pharmaceutical Aids
- Institutional packs
- Surgical Supplies
- Ostomy Products
- Diagnostic Agents, except diabetic test strips
- General Anesthetics
- Bulk Powders
- Drugs that are not considered Medically Necessary or treatment recommendations that are not supported by evidence-based guidelines or clinical practice guidelines
- Any self-administered drugs dispensed by a Physician
- Drugs determined to have inferior efficacy or significant issues

Drug Exclusions

Some drugs have therapeutic equivalents/therapeutic alternatives. In some cases, Blue Cross and Blue Shield may limit benefits to only one certain therapeutic equivalents/therapeutic alternatives. If you do not choose the therapeutic equivalents/therapeutic alternatives brand that is covered under your benefit program, the drug purchased will not be covered under any benefit level.

BCBSNM'S SEPARATE FINANCIAL ARRANGEMENTS WITH PRESCRIPTION DRUG PROVIDERS

For Covered Services provided by Participating Prescription Drug Providers under the Prescription Drug benefit, all amounts payable to Claim Administrator by Employer for Claim Payments provided by Claim Administrator and applicable service charges pursuant to the terms of the Agreement shall be calculated on the basis of an amount mutually agreed upon by Employer and Claim Administrator. For Covered Services provided by the Participating Prescription Drug Providers under the Prescription Drug benefit, required Deductible and Coinsurance amounts under the Agreement shall be calculated on the basis of the Allowable Charge, subsection (d)(i). All (a) amounts payable to Claim Administrator by Employer for Claim Payments provided by Claim Administrator for Covered Services provided by Non-Participating Prescription Drug Providers under the Prescription Drug benefit, and (b) required Deductible and Coinsurance amounts for Covered Services provided by Non-Participating Prescription Drug Providers under the Prescription Drug benefit shall be calculated on the basis of the Allowable Charge, subsection (d)(ii).

Claim Administrator hereby informs Employer and all Covered Persons that it has contracts, either directly or indirectly, with Participating Prescription Drug Providers for the provision of, and payment for, Prescription Drug services to all persons entitled to Prescription Drug benefits under individual certificates, group health insurance policies and contracts to which Claim Administrator is a party, including the Covered Persons under the Agreement, and that pursuant to Claim Administrator's contracts with Participating Prescription Drug Providers, under certain circumstances described therein, Claim Administrator may receive discounts for Prescription Drugs dispensed to Covered Persons under the Agreement. Actual Network savings achieved for Covered Persons will vary. Some rates are currently based on benchmark prices including, but not limited to, Wholesale Acquisition Cost ("WAC"), Average Sales Price ("ASP") and Average Wholesale Price ("AWP"), which are determined by third parties and are subject to change.

Employer understands that Claim Administrator may receive such discounts during the term of the Agreement. Neither Employer nor Covered Persons hereunder are entitled to receive any portion of any such discounts except as such items may be indirectly or directly reflected in the service charges specified in the Agreement. The drug fees/discounts that Claim Administrator has negotiated with Prime Therapeutics LLC ("Prime") through the Pharmacy Benefit Management ("PBM") Agreement, will be used to calculate Covered Persons Deductibles and Coinsurance for both Retail and Mail/Specialty Drugs, except as otherwise mutually agreed to by the Parties. Except for Mail/Specialty Drugs, the PBM Agreement requires that the fees/discounts that Prime has negotiated with pharmacies (or other suppliers) are passed-through to Claim Administrator. For the Mail-Order Pharmacy and Specialty Pharmacy program, which as of the Effective Date are partially owned by Prime and administered through Prime affiliates, Prime retains the difference between its acquisition cost and the negotiated prices as its fee for the various administrative services provided as part of the Mail-Order Pharmacy and/or Specialty Pharmacy program. Claim Administrator pays a fee to Prime for Pharmacy benefit services, which may be included in the Administrative Charge charged by Claim Administrator to Employer. A portion of Prime's PBM fees are tied to certain performance standards, including, but not limited to, Claims processing, customer service response, and Mail-Order processing.

"Weighted Paid Claim" refers to the methodology of counting Claims for purposes of determining Claim Administrator's fee payment to Prime. Each Retail (including Claims dispensed through PBM's Specialty Pharmacy program) paid Claim will be weighted according to the days' supply dispensed. A paid Claim is weighted in thirty-four (34) day supply increments so a 1-34 days' supply is considered 1 weighted Claim, a 35-68 days' supply is considered 2 weighted Claims, and the pattern continues up to 6 weighted Claims for 171 or more days' supply. Claim Administrator pays Prime a Program Management Fee ("PMF") on a per weighted Claim basis.

The amounts received by Prime from Claim Administrator, pharmacies, manufacturers or other third parties may be revised from time to time. Some of the amounts received by Prime may be charged each time a Claim is processed (or, in some instances, requested to be processed) through Prime and/or each time a prescription is filled, and include, but are not limited to, administrative fees charged by Prime to Claim Administrator (as described above), administrative fees charged by Prime to pharmacies, and administrative fees charged by Prime to pharmaceutical manufacturers.

Currently, none of these fees will be passed on to Employer as expenses, or accrue to the benefit of Employer, unless otherwise specifically set forth in the Agreement.

BCBSNM's SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS

BCBSNM hereby informs you that it owns a significant portion of the equity of Prime and that BCBSNM has entered into one or more agreements with Prime or other entities (collectively referred to as "Pharmacy Benefit Managers," or PBMs"), for the provision of, and payment for, Prescription Drug benefits to all persons entitled to Prescription Drug benefits under individual certificates, group health insurance policies and contract to which BCBSNM is a party, including this contract. PBMs have agreements with pharmaceutical manufacturers to receive rebates for using their products. In addition, Prime's Mail-Order Pharmacy and other PBM services operate through the same entity, Prime Therapeutics LLC.

Prime negotiates rebate contracts with pharmaceutical manufacturers on behalf of BCBSNM, but does not retain any rebates (although Prime may retain any interest or late fees earned on rebates received from manufacturers to cover the administrative costs of processing late payments). BCBSNM may receive such rebates from Prime. You are not entitled to receive any portion of any such rebates as they are calculated into the pricing of the product.

PREVENTIVE SERVICES

Claims filed under this provision must clearly show that the office visit and tests were for routine or preventive care.

The services listed under this provision are not limited as to the number of times you may receive the service in any given period or as to the age of the patient (except when a service is inappropriate for the patient's age group, such as providing a pediatric immunization to an adult). You and your Physician are encouraged to determine how often and at what time you should receive preventive tests and examinations and you will receive coverage according to the benefits and limitations of your Health Care Plan. Coverage for a recommended Preventive Service that is otherwise considered Medically Necessary for an individual will be provided regardless of an individual's sex assigned at birth, gender identity or gender that BCBSNM has recorded.

This Plan covers the following Preventive Services not subject to Coinsurance, Deductible, Copayment, or benefit maximums (to be implemented in the quantities and within the time period allowed under applicable law) when received from an In-Network Provider. Out-of-Network services are subject to the usual Out-of-Network Deductible, Coinsurance, and Out-of-Pocket Limit.

- a. evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force ("USPSTF");
- b. immunizations for routine use that have in effect a recommendation by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention ("CDC") with respect to the individual involved;
- c. evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration ("HRSA") for infants, children, and adolescents;
- d. with respect to women, to the extent not described in item "a" above, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the HRSA.

The services listed below may include requirements pursuant to state regulatory mandates and are to be covered at no cost to the member.

For purposes of item "a" above, the current recommendations of the USPSTF regarding breast cancer screening mammography and prevention issued in or around November 2009 are not considered to be current.

The Preventive Services described in items "a" through "d" above may change as USPSTF, CDC, and HRSA guidelines are modified. For more information, you may visit the BCBSNM website at www.bcbsnm.com or contact Customer Service at the toll-free number on your BCBSNM health plan Identification Card.

Drugs (including both prescription and over-the-counter) that fall within a category of the current "A" or "B" recommendations of the United States Preventive Services Task Force and that are listed on the ACA Preventive Services Drug List (to be implemented in the quantities and within the time period allowed under applicable law) will be covered and will not be subject to any Copayment amount, Coinsurance amount, Deductible, or dollar maximum when obtained from a Participating Pharmacy. Drugs on the Preventive Services Drug List that are obtained from a

non-Participating Pharmacy, may be subject to Copayment Amount, Coinsurance Amount, Deductibles, or dollar maximums, if applicable.

Covered Preventive Services **not** described in items “a” through “d” above may be subject to Deductible, Coinsurance, Copayments, and/or dollar maximums. Allergy injections are **not** considered immunizations under the “Preventive Services” benefit.

The list below is subject to change. A current list is available to you and your Physician on the USPSTF website at: www.uspreventiveservicestaskforce.org/Page/Name/recommendations, or you can contact customer service at 1-800-432-0750.

Examples of Covered Preventive Services include, but are not limited to:

- routine adult and pediatric immunizations, including COVID-19 vaccines
- routine digital rectal exam, routine prostate screening
- an annual routine gynecological or pelvic examination and low-dose Mammogram screenings
- papilloma virus screening and cytologic screening (a Pap test or liquid-based cervical cytopathology)
- human papillomavirus vaccine (HPV) for Members ages 9 - 45 years old
- access to obstetrical and gynecological care
- osteoporosis services
- well-woman visits and follow-up treatment
- alpha-fetoprotein IV screening
- periodic blood hemoglobin, blood pressure and blood glucose level tests
- periodic colorectal screening tests
- periodic blood cholesterol or periodic fractionated cholesterol level including a low-density lipoprotein (LDL) and a high-density lipoprotein (HDL) level;
- well-child care, including well-baby and well-child screening for diagnosing the presence of Autism Spectrum Disorder
- Screening for anxiety in adolescent and adult women, including those who are pregnant or postpartum, who have not recently been screened
- vision and hearing screenings in order to detect the need for additional vision or hearing testing for Members when received as part of a routine physical examination (A screening does *not* include an eye examination, refraction or other test to determine the amount and kind of correction needed.)
- health education and counseling services if recommended by your Physician, including an annual consultation to discuss lifestyle behaviors that promote health and well-being, including smoking/tobacco use Cessation Counseling
- contraceptive drugs and devices

Exclusions

This Plan does **not** cover:

- employment physicals, insurance examinations, or examinations at the request of a third party (the requesting party may be responsible for payment); premarital examinations; sports or camp physicals; any other nonpreventive physical examination
- routine eye examinations; eye refractions; or any related service or supply
- routine hearing examinations; hearing aids; or any related service or supply, unless otherwise specified in this section (See “Hearing Aids/Related Services for Children Under Age 21.”)

PSYCHOTHERAPY (MENTAL DISORDER AND CHEMICAL DEPENDENCY)

Note: You do not receive a separate Mental Disorder/Chemical Dependency ID Card; use your BCBSNM ID Card to receive all medical/surgical and Mental Disorder/Chemical Dependency services covered under this Plan.

Medical Necessity

In order to be covered, treatment must be Medically Necessary and not Experimental, Investigational, or Unproven. Therapy must be:

- required for the treatment of a distinct Mental Disorder as defined by the latest version of the *Diagnostic and Statistical Manual* published by the American Psychiatric Association; and
- reasonably expected to result in significant and sustained improvement in your condition and daily functioning; and
- consistent with your symptoms, functional impairments and diagnoses and in keeping with generally accepted national and local standards of care; and
- provided to you at the least restrictive level of care.

Covered Services/Providers

Covered services include solution-focused evaluative and therapeutic Mental Disorder services (including individual and group psychotherapy) received in a Psychiatric Hospital, an IOP (Intensive Outpatient Program), or an alcoholism treatment program that complies with applicable state laws and regulations, and services rendered by psychiatrists, licensed psychologists, and Other Providers as defined in *Section 10: Definitions*. See your BCBSNM *Provider Directory* for a list of contracting Providers or check the BCBSNM website at www.bcbsnm.com.

Residential Treatment Centers

Residential Treatment Centers are covered by this Plan. A Residential Treatment Center is a Facility offering a defined course of therapeutic intervention and special programming in a controlled environment which also offers a degree of security, supervision, and structure and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, supervised living, group homes, boarding houses, or other Facilities that provide primarily a supportive environment and address long-term social needs, even if counseling is provided in such Facilities. Patients in Residential Treatment Centers are medically monitored with 24-hour medical availability and 24-hour on-site nursing service for patients with mental illness and/or Chemical Dependency disorders.

BCBSNM requires that any Mental Disorder Residential Treatment Center must be appropriately licensed in the state where it is located or accredited by a national organization that is recognized by BCBSNM as set forth in its current credentialing policy, and otherwise meets all other credentialing requirements set forth in such policy.

Prior Authorization Requirements

Prior Authorization for inpatient Mental Disorder and Chemical Dependency services must be approved by the Behavioral Health Unit at the phone number listed on the back of your ID Card. Prior Authorization is also required for outpatient psychological testing, neuropsychological testing, Intensive Outpatient Program (IOP) treatment, electroconvulsive therapy (ECT), Applied Behavior Analysis (ABA) therapies, and repetitive transcranial magnetic stimulation for treatment of mental illness and/or Chemical Dependency. Prior Authorization is **not** required for outpatient/office group, individual, or family therapy visits to a Physician or other Professional Provider licensed to perform Covered Services under this health plan. You or your Physician should call the Behavioral Health Unit **before** you schedule treatment. If you do not call before receiving non-Emergency services, **benefits for Covered Services may be reduced or denied** as explained in the *Utilization Management* section, earlier. In such cases, you may be responsible for all charges, so please ensure that you or your Provider have received Prior Authorization for any services you plan to receive. The BHU Call Center is open 24/7 to assist Members and Providers with Emergency Admission inquiries and to respond to crisis calls.

Exclusions

This Plan does **not** cover:

- psychoanalysis or psychotherapy that you may use as credit toward earning a degree or furthering your education
- services billed by a school, halfway house or group home, or their staff Members; foster care; or behavior modification services
- maintenance therapy or care provided after you have reached your rehabilitative potential
- biofeedback, hypnotherapy, or behavior modification services

- religious or pastoral counseling
- custodial care
- hospitalization or Admission to a Skilled Nursing Facility, nursing home, or other Facility for the primary purpose of providing Custodial Care Service, convalescent care, rest cures, or domiciliary care to the patient
- services or supplies received during an inpatient stay when the stay is solely related to behavior, social maladjustment, lack of discipline or other antisocial actions which are not specifically the result of mental illness. This does not include services or supplies provided for the treatment of an injury resulting from an act of domestic violence or a medical condition (including both physical and Mental Disorder conditions)
- any care that is patient-elected and is not considered Medically Necessary
- care that is mandated by court order or as a legal alternative, and lacks clinical necessity as diagnosed by a Licensed Provider; services rendered as a condition of parole or probation
- special education, school testing and evaluations, counseling, therapy, or care for learning deficiencies or educational and developmental disorders; behavioral problems unless associated with manifest Mental Disorders or other disturbances
- non-national standard therapies, including those that are experimental as determined by the Mental Disorder professional practice
- the cost of any damages to a Treatment Facility

REHABILITATION AND OTHER THERAPY

When billed by a Facility during a covered Admission, therapy is covered in the same manner as the other ancillary services (see "Hospital/Other Facility Services").

Acupuncture and Spinal Manipulation

This Plan covers Acupuncture and osteopathic or Spinal Manipulation services (application of manual pressure or force to the spine) when administered by a Licensed Provider acting within the scope of licensure and when necessary for the treatment of a medical condition. Benefits for Acupuncture and for Spinal Manipulation are limited as specified in the *Summary of Benefits*. **Note:** If your Provider charges for other services in addition to Acupuncture or Spinal Manipulation, the other services will be covered according to the type of service being claimed. For example, Physical Therapy services from a Provider on the same day as an Acupuncture or Spinal Manipulation service will apply toward the "Short-Term Rehabilitation" benefit.

Cardiac and Pulmonary Rehabilitation

This Plan covers outpatient Cardiac Rehabilitation programs provided within six months of a cardiac incident and outpatient Pulmonary Rehabilitation Services.

Chemotherapy and Radiation Therapy

This Plan covers the treatment of malignant disease by standard Chemotherapy and treatment of disease by Radiation Therapy.

Cancer Clinical Trials

If you are a participant in an approved Cancer Clinical Trial, you may receive coverage for certain Routine Patient Care Costs incurred in the trial. The trial must be conducted as part of a scientific study of a new therapy or intervention for the prevention of reoccurrence, early detection, or treatment of cancer. The persons conducting the trial must provide BCBSNM with notice of when the Member enters and leaves a qualified Cancer Clinical Trial and must accept BCBSNM's Covered Charges as payment in full (this includes the Health Care Plan's payment plus your share of the Covered Charge).

The Routine Patient Care Costs that are covered must be the same services or treatments that would be covered if you were receiving standard cancer treatment. Benefits also include FDA-approved Prescription Drugs that are not paid for by the manufacturer, distributor, or supplier of the drug. (Member cost-sharing provisions described under "Prescription Drugs and Other Items" will apply to these benefits.)

Benefits for Routine Patient Care Costs for Participation in Certain Clinical Trials

Benefits for eligible expenses for Routine Patient Care Costs are provided in connection with a phase I, phase II, phase III, or phase IV clinical trial if the clinical trial is conducted in relation to the prevention, detection, or treatment of a life-threatening disease or condition and is approved by:

- the Centers for Disease Control and Prevention of the United States Department of Health and Human Services;
- the National Institutes of Health;
- the United States Food and Drug Administration;
- the United States Department of Defense;
- the United States Department of Veterans Affairs; or
- an institutional review board of an institution in this state that has an agreement with the Office of Human Research Protections of the United States Department of Health and Human Services.

Benefits are not available under this section for services that are a part of the subject matter of the clinical trial and that are customarily paid for by the research institution conducting the clinical trial.

Dialysis

This Plan covers the following services when received from a Dialysis Provider:

- renal Dialysis (hemodialysis)
- Continual Ambulatory Peritoneal Dialysis (CAPD)
- apheresis and plasmapheresis
- the cost of equipment rentals and supplies for home Dialysis

Short-Term Rehabilitation: Occupational, Physical, Speech Therapy (Inpatient and Outpatient, Including Skilled Nursing Facility)

Prior Authorization Required

To be covered, all **inpatient**, Short-Term Rehabilitation treatments, including Skilled Nursing Facility and Physical Rehabilitation Facility Admissions, must receive **Prior Authorization** from BCBSNM. See *Section 4: Utilization Management* for more information about Prior Authorization requirements.

Covered Services

This Plan covers the following Short-Term Rehabilitation Services when rendered for the Medically Necessary treatment of Accidental Injury or illness:

- Occupational Therapy performed by a licensed Occupational Therapist
- Physical Therapy performed by a Physician, licensed Physical Therapist, or other Professional Provider licensed as a Physical Therapist (such as a Doctor of Oriental Medicine)
- Joint and Spinal Manipulation services when administered by a licensed Provider acting within the scope of licensure and when necessary for the treatment of Accidental Injury or medical condition
- Speech Therapy, including audio diagnostic testing, performed by a properly accredited Speech Therapist for the treatment of communication impairment or swallowing disorders caused by disease, trauma, congenital anomaly, or a previous treatment or therapy
- Inpatient physical rehabilitation and Skilled Nursing Facility services when approved through **Prior Authorization** by BCBSNM

Benefit Limits

Benefits are limited, if applicable, as specified in the *Summary of Benefits*. Benefits for Autism Spectrum Disorder may apply toward, and may be subject to, any Occupational Therapy, Physical Therapy or Speech Therapy visits. **Note:** Long-term therapy, maintenance therapy, and therapy for chronic conditions are **not** covered. This Plan covers Short-Term Rehabilitation only.

Exclusions

This Plan does **not** cover:

- maintenance therapy or care provided after you have reached your rehabilitative potential (Even if you have not reached your rehabilitative potential, this Plan does not cover services that exceed maximum benefit limits, if any.)
- therapy for the treatment of chronic conditions such as, but not limited to, cerebral palsy or developmental delay, except as required by law and described in this *Covered Services* section under “Autism Spectrum Disorders” (See “Early Developmental Delay and Disability” in *Section 8: Claims Payments and Appeals* for reimbursement or certain services provided to Eligible Children by the Department of Health)
- services provided at or by a health spa or fitness center, even if the service is provided by a licensed or registered Provider
- therapeutic exercise equipment prescribed for home use (e.g., treadmill, weights)
- Speech Therapy for dysfunctions that self-correct over time; speech services that maintain function by using routine, repetitive, and reinforced procedures that are neither diagnostic or therapeutic; other speech services that can be carried out by the patient, the family, or caregiver/teacher
- herbs, homeopathic preparations, or nutritional supplements
- services of a massage therapist or rolfing
- drug therapy that has not received Prior Authorization

SUPPLIES, EQUIPMENT AND PROSTHETICS

To be covered, items must be Medically Necessary and ordered by a Health Care Provider. If you have a question about Durable Medical Equipment, Medical Supplies, Prosthetics or Appliances not listed, please call the BCBSNM Health Services Department.

Breast Pumps

This plan covers the rental of hospital grade breast pumps (but not to exceed the total cost) or purchase of a manual or electric breast pump, including breast pump supplies and breast milk storage supplies with a written prescription from a health care Provider, and are not subject to coinsurance, deductible, copayment or benefit maximums when received from an in-network Provider. If your plan has out-of-network benefits for non-emergency services, out-of-network services are subject to the usual out-of-network coinsurance, deductible, and out-of-pocket expense limit. Electric breast pumps are limited to 1 per Benefit Period.

Diabetic Supplies and Equipment

This Plan covers the following supplies and equipment for diabetic Members and individuals with elevated glucose levels due to pregnancy (supplies are not to exceed a **30-day supply** purchased during any 30-day period):

- injection aids, including those adaptable to meet the needs of the legally blind
- insulin pumps and insulin pump supplies
- blood glucose monitors, including those for the legally blind
- Medically Necessary Podiatric Appliances for prevention and treatment of foot complications associated with diabetes, including therapeutic molded or depth-inlay shoes, functional orthotics, custom molded inserts, replacement inserts, preventive devices, and shoe modifications

Reminder: For additional diabetic supply coverage, (e.g., insulin needle and syringes, autolet, glucose meters, test strips for glucose monitors, glucagon emergency kits), see “Prescription Drugs and Other Items.”

Durable Medical Equipment and Appliances

This Plan covers the following items:

- Orthopedic Appliances

- replacement of items only when required because of wear (and the item cannot be repaired) or because of a change in your condition
- oxygen and oxygen equipment, wheelchairs, Hospital beds, crutches, and other Medically Necessary Durable Medical Equipment
- lens implants for aphakic patients (those with no lens in the eye) and soft lenses or sclera shells (white supporting tissue of eyeball)
- either one set of prescription eyeglasses or one set of contact lenses (whichever is appropriate for your medical needs) when needed to replace lenses absent at birth or lost through cataract or other intraocular surgery or ocular injury, to treat conditions related to Genetic Inborn Errors of Metabolism, or prescribed by a Physician as the only treatment available for keratoconus. (Duplicate glasses/lenses are not covered. Replacement is covered only if a Physician or Optometrist recommends a change in prescription due to a change in your medical condition.)
- cardiac pacemakers

This Plan covers the rental (or at the option of BCBSNM, the purchase of) Durable Medical Equipment (including repairs to or replacement of such purchased items), when prescribed by a covered Health Care Provider and required for therapeutic use.

Medical Supplies

This Plan covers the following Medical Supplies, not to exceed a **30-day supply** purchased during any 30-day period, unless otherwise indicated:

- colostomy bags, catheters
- gastrostomy tubes
- hollister supplies
- tracheostomy kits, masks
- lamb's wool or sheepskin pads
- ace bandages, elastic supports when billed by a Physician or Other Provider during a covered office visit
- slings
- support hose prescribed by a Physician for treatment of varicose veins (six pair per Calendar Year)

Orthotics and Prosthetic Devices

This Plan covers the following items when Medically Necessary and ordered by a Provider:

- surgically implanted Prosthetics or Devices, including penile implants required as a result of illness or Accidental Injury
- externally attached prostheses to replace a limb or other body part lost after Accidental Injury or surgical removal; their fitting, adjustment, repairs and replacement
- replacement of Prosthetics only when required because of wear (and the item cannot be repaired) or because of a change in your condition
- breast Prosthetics when required as the result of a mastectomy and mastectomy bras, which are limited to **four bras** per Calendar Year
- functional orthotics only for patients having a locomotive problem or gait difficulty resulting from mechanical problems of the foot, ankle, or leg (A functional orthotic is used to control the function of the joints and prescribed by a Physician or Podiatrist)
- orthotics (e.g., collars, braces, molds) prescribed by an eligible Provider to protect, restore, or improve impaired body function

When alternative Prosthetic Devices are available, the allowance for a prosthesis will be based upon the most Cost-Effective item.

Exclusions

This Plan does **not** cover, regardless of therapeutic value, items such as, but not limited to:

- air conditioners, biofeedback equipment, humidifiers, purifiers, self-help devices, or whirlpools
- items that are primarily nonmedical in nature such as Jacuzzi units, hot tubs, exercise equipment, heating pads, hot water bottles, or diapers
- nonstandard or deluxe equipment, such as motor-driven wheelchairs, chairlifts or beds; external Prosthetics that are suited for heavier physical activity such as fast walking, jogging, bicycling, or skiing
- repairs to items that you do not own
- comfort items such as bedboards, beds or mattresses of any kind, bathtub lifts, overbed tables, or telephone arms
- repair or rental costs that exceeds the purchase price of a new unit
- dental Appliances (See “Dental-Related Services and Oral Surgery” for exceptions.)
- accommodative orthotics (deal with structural abnormalities of the foot, accommodate such abnormalities, and provide comfort, but do not alter function)
- orthopedic shoes, unless joined to braces (Diabetic Members should refer to “Diabetic Supplies and Equipment” earlier in this section for information about covered podiatric equipment and orthopedic shoes.)
- equipment or supplies not ordered by a Health Care Provider, including items used for comfort, convenience, or personal hygiene
- duplicate items; repairs to duplicate items; or the replacement of items because of loss, theft, or destruction
- eyeglasses or contact lenses or the costs related to prescribing or fitting of glasses or contact lenses, unless listed as covered; sunglasses, special tints, or other extra features for eyeglasses or contact lenses
- hearing aids or ear molds, fitting of hearing aids or ear molds, or related services or supplies for persons 21 or older or, if under age 21, in excess of the maximum benefit described in this section (For surgically implanted devices for the profoundly hearing impaired, see “Surgery and Related Services” below.)
- syringes or needles for self-administering drugs (Coverage for insulin needles and syringes and other diabetic supplies not listed as covered in this section is described under “Prescription Drugs and Other Items.”)
- items that can be purchased over-the-counter, including but not limited to dressings for wounds (i.e., bed sores) and burns, gauze, and bandages
- male contraceptive devices, including over-the-counter contraceptive products such as condoms; female contraceptive devices, including over-the-counter contraceptive products such as spermicide, when not prescribed by a Health Care Provider. (See “Maternity/Reproductive Services and Newborn Care: Family Planning” for devices requiring a prescription.)
- items not listed as covered

SURGERY AND RELATED SERVICES

To be covered, Prior Authorization from BCBSNM must be received for all inpatient surgical procedures. See “Prior Authorizations” in *Section 4* for details.

Surgeon's Services

Covered services include surgeon's charges for a covered surgical procedure.

Cochlear Implants

This Plan covers cochlear implantation of a hearing device (such as an electromagnetic bone conductor) to facilitate communication for the profoundly hearing impaired, including training to use the device.

Mastectomy Services

This Plan covers Medically Necessary hospitalization related to a covered mastectomy (including at least 48 hours of inpatient care following a mastectomy and 24 hours following a lymph node dissection).

This Plan also covers reconstructive breast surgery following a covered mastectomy. Coverage is limited to:

- surgery of the breast/nipple on which the mastectomy was performed, including tattooing procedures
- the initial surgery of the other breast to produce a symmetrical appearance
- prostheses and treatment of physical complications following the mastectomy, including treatment of lymphedema

This Plan does **not** cover subsequent procedures to correct unsatisfactory cosmetic results attained during the initial breast/nipple surgery or tattooing, or breast surgery.

Obesity Surgery

This Plan covers the surgical treatment of Morbid Obesity if treatment meets medical criteria established by BCBSNM. Medical policies are posted on BCBSNM's website (http://hcsc.com/medical_policies.html) and may change without notice. Check the website for the most current Medical Policy or call a Customer Service Advocate for assistance. (*Morbid Obesity* means 45 kilograms or 100 percent over ideal body weight.)

Reconstructive Surgery

Reconstructive Surgery improves or restores bodily function to the level experienced before the event that necessitated the surgery, or in the case of a congenital defect, to a level considered normal. Such surgeries may have a coincidental cosmetic effect. This Plan covers Reconstructive Surgery when required to correct a **functional** disorder caused by:

- an Accidental Injury
- a disease process or its treatment (For breast surgery following a mastectomy, see “Mastectomy Services,” above.)
- a functional congenital defect (any condition, present from birth, that is significantly different from the common form; for example, a cleft palate or certain heart defects)

Cosmetic procedures and procedures that are **not Medically Necessary**, including all services related to such procedures, will be **denied**.

Exclusions

This Plan does **not** cover:

- cosmetic or plastic surgery or procedures, such as breast augmentation, rhinoplasty, and surgical alteration of the eye that does not materially improve the physiological function of an organ or body part (unless covered under “Mastectomy Services”)
- procedures to correct cosmetically unsatisfactory surgical results or surgically induced scars
- refractive keratoplasty, including radial keratotomy, or any procedure to correct visual refractive defect
- unless required as part of Medically Necessary diabetic disease management, trimming of corns, calluses, toenails, or bunions (except surgical treatment such as capsular or bone surgery)
- subsequent surgical procedures needed because you did not comply with prescribed medical treatment or because of a complication from a previous noncovered procedure (such as a noncovered organ Transplant, or previous cosmetic surgery)
- the insertion of artificial organs, or services related to Transplants not specifically listed as covered under “Transplant Services”
- standby services unless the procedure is identified by BCBSNM as requiring the services of an assistant surgeon and the standby Physician actually assists

Anesthesia Services

This Plan covers necessary anesthesia services, including Acupuncture used as an anesthetic, when administered during a covered surgical procedure by a Physician, Certified Registered Nurse Anesthetist (CRNA), or other Practitioner licensed to provide anesthesia.

Exclusions

This Plan does **not** cover local anesthesia, except for preventive colonoscopies. (Coverage for surgical procedures includes an allowance for local anesthesia because it is considered a routine part of the surgical procedure.)

Assistant Surgeon Services

Covered services include services of a Professional Provider who actively assists the operating surgeon in the performance of a covered surgical procedure when the procedure requires an assistant.

Exclusions

This Plan does **not** cover:

- services of an assistant only because the Hospital or other Facility requires such services
- services performed by a resident, intern, or other salaried employee or person paid by the Hospital
- services of more than one assistant surgeon unless the procedure is identified by BCBSNM as requiring the services of more than one assistant surgeon

TRANSPLANT SERVICES

Prior Authorization, requested in writing, must be obtained from BCBSNM **before** a pretransplant evaluation is scheduled. A pretransplant evaluation is **not** covered if Prior Authorization is not obtained from BCBSNM. If approved, a BCBSNM case manager will be assigned to you (the Transplant recipient candidate) and must later be contacted with the results of the evaluation.

If you are approved as a Transplant recipient candidate, you must ensure that **Prior Authorization** for the actual Transplant is also received. None of the benefits described here are available unless you have this Prior Authorization. See *Section 4: Utilization Management* for more information about Prior Authorization requirements.

Facility Must Be in Transplant Network

Benefits for Covered Services will be approved only when the Transplant is performed at a Facility that contracts with BCBSNM, another Blue Cross Blue Shield (BCBS) Plan or the national BCBS Transplant network, for the Transplant being provided. Your BCBSNM case manager will assist your Provider with information on the exclusive network of Contracted Facilities and required approvals. Call BCBSNM Health Services for information on these BCBSNM Transplant programs.

Effect of Medicare Eligibility on Coverage

If you are now eligible for (or are *anticipating* receiving eligibility for) Medicare benefits, **you** are solely responsible for contacting Medicare to ensure that the Transplant will be eligible for Medicare benefits.

Organ Procurement or Donor Expenses

If a Transplant is covered, the surgical removal, storage, and transportation of an organ acquired from a cadaver is also covered. If there is a living donor that requires surgery to make an organ available for a covered Transplant, coverage is available for expenses incurred by the donor for surgery, organ storage expenses, and inpatient follow-up care only.

This Plan does **not** cover donor expenses after the donor has been discharged from the Transplant Facility. Coverage for compatibility testing prior to organ procurement is limited to the testing of cadavers and, in the case of a live donor, to testing of the donor selected.

Bone Marrow, Cornea or Kidney

This Plan covers the following Transplant procedures if **Prior Authorization** is received from BCBSNM (See *Section 4: Utilization Management* for more information about Prior Authorization requirements.):

- bone marrow Transplant for a Member with aplastic anemia, leukemia, severe combined immunodeficiency disease (SCID), or Wiskott-Aldrich syndrome, and other conditions determined by BCBSNM to be Medically Necessary and not Experimental, Investigational, or Unproven
- cornea Transplant
- kidney Transplant

Cost-Sharing Provisions

Covered services related to the above Transplants are subject to the usual cost-sharing features and benefit limits of this Plan (e.g., Deductible, Coinsurance and Out-of-Pocket Limits; and annual Home Health Care maximums, if applicable).

Heart, Heart-Lung, Liver, Lung, Pancreas-Kidney

This Plan covers Transplant-Related Services for a **heart, heart-lung, liver, lung or pancreas-kidney** Transplant. Services must be approved through **Prior Authorization** in order to be covered. All other limitations, requirements, and exclusions of this “Transplant Services” provision apply to these Transplant-Related Services. See *Section 4: Utilization Management* for more information about Prior Authorization requirements.

In addition to the general provisions of this “Transplant Services” section, the following benefits, limitations, and exclusions apply to the above-listed Transplants for **one year** following the date of the actual Transplant or retransplant. After one year, usual benefits apply and the services must be covered under other provisions of the Plan in order to be considered for benefit payment.

Recipient Travel and Per Diem Expenses

If BCBSNM requires you (i.e., the Transplant recipient) to temporarily relocate outside of your city of residence to receive a covered Transplant, travel to the city where the Transplant will be performed is covered. A standard per diem benefit (**\$50**) will be allocated for lodging expenses for the recipient and one additional adult traveling with the Transplant recipient. If the Transplant recipient is an Eligible Child under the age of 18, benefits for travel and per diem expenses for **two adults** to accompany the child are available.

Travel expenses and standard per diem allowances are limited to a total combined lifetime maximum benefit of **\$5,000** per Transplant. Your case manager may approve travel and per diem lodging allowances based upon the total number of days of temporary relocation, up to the **\$5,000** benefit maximum.

Travel expenses are **not** covered and per diem allowances are **not** paid if you *choose* to travel to receive a Transplant for which travel is not considered Medically Necessary by the case manager or if the travel occurs **more than five days** before or **more than one year** following the Transplant or retransplant date.

Transplant Exclusions

This Plan does **not** cover:

- Transplant-Related Services for a Transplant that did not receive **Prior Authorization** from BCBSNM (See *Section 4: Utilization Management* for more information about Prior Authorization requirements.)
- any Transplant or organ-combination Transplant not listed as covered
- implantation of artificial organs or devices (mechanical heart, unless covered under BCBSNM Medical Policy)
- nonhuman organ Transplants
- care for complications of noncovered Transplants or follow-up care related to such Transplants
- services related to a Transplant performed in a Facility not contracted directly or indirectly with BCBSNM to provide the required Transplant (except cornea, kidney, or bone marrow)
- expenses incurred by a Member of this plan for the donation of an organ to another person

- drugs that are self-administered or for use while at home (These services may be covered under “Prescription Drugs and Other Items.”)
- donor expenses after the donor has been discharged from the Transplant Facility
- lodging expenses in excess of the per diem allowance, if available, and food, beverage, or meal expenses
- travel or per diem expenses:
 - incurred **more than five days before** or **more than one year following** the date of Transplantation
 - if the recipient's case manager indicates that travel is not Medically Necessary
 - related to a bone marrow or kidney Transplant
- moving expenses or other personal expenses (e.g., laundry or dry cleaning expenses; telephone calls; day care expenses; taxicab or bus fare; vehicle rental expenses; parking expenses; personal convenience items)
- expenses charged only because benefits are available under this provision (such as transportation received from a member of your family, or from any other person charging for transportation that does not ordinarily do so)

SECTION 6: GENERAL LIMITATIONS AND EXCLUSIONS

These general limitations and exclusions apply to **all** services listed in this Benefit Booklet.

This Plan does not cover any service or supply not specifically listed as a Covered Service in this Benefit Booklet. If a service is not covered, then all services performed in conjunction with it are not covered.

This Plan will not cover any of the following services, supplies, situations, or related expenses:

— Before Effective Date of Coverage

This Plan does not cover any service received, item purchased, prescription filled, or health care expense incurred before your Effective Date of Coverage. If you are an inpatient when coverage either begins or ends, benefits for the Admission will be available only for those Covered Services received on and after your Effective Date of Coverage or those received before your termination date.

— Biofeedback

This Plan does not cover services related to biofeedback.

— Blood Services

This Plan does not cover directed donor or autologous blood storage fees when the blood is used during a nonscheduled surgical procedure. **This Plan does not cover** blood replaced through donor credit.

— Complications of Noncovered Services

This Plan does not cover any services, treatments, or procedures required as the result of complications of a non-Covered Service, treatment, or procedure (e.g., due to a cosmetic surgery, Transplant, or experimental procedure).

— Convalescent Care or Rest Cures

This Plan does not cover convalescent care or rest cures.

— Cosmetic Services

Cosmetic surgery is beautification or aesthetic surgery to improve an individual's appearance by surgical alteration of a physical characteristic. **This Plan does not cover** cosmetic Surgery, Services, or procedures for psychiatric or psychological reasons, or to change family characteristics or conditions caused by aging. **This Plan does not cover** services related to or required as a result of a cosmetic service, procedure, surgery, or subsequent procedures to correct unsatisfactory cosmetic results attained during an initial surgery.

Examples of cosmetic procedures are: dermabrasion; revision of surgically induced scars; breast augmentation; rhinoplasty; surgical alteration of the eye; correction of prognathism or micrognathism; excision or reformation of sagging skin on any part of the body including, but not limited to, eyelids, face, neck, abdomen, arms, legs, or buttock; services performed in connection with the enlargement, reduction, implantation, or change in appearance of a portion of the body including, but not limited to, breast, face, lips, jaw, chin, nose, ears, or genitals; **or any procedures that BCBSNM determines are not required to materially improve the physiological function of an organ or body part.**

Exception: Breast/nipple surgery performed as reconstructive procedures following a covered mastectomy may be covered. However, **Prior Authorization**, requested in writing, must be obtained from BCBSNM for such services. Also, Reconstructive Surgery, which may have a coincidental cosmetic effect, may be covered when required as the result of Accidental Injury, illness, or congenital defect.

— Custodial Care

This Plan does not cover Custodial Care. Custodial Care is any service primarily for personal comfort or convenience that provides general maintenance, preventive, and/or protective care without any clinical likelihood of improvement of your condition. Custodial Care includes those services which do not require the technical

skills, professional training and clinical assessment ability of medical and/or nursing personnel in order to be safely and effectively performed. These services can be safely provided by trained or capable non-professional personnel assisting with routine medical needs (e.g., simple care and dressings, administration of routine medications, etc.), and/or assisting with activities of daily living (e.g., bathing, eating, dressing, etc.).

— **Dental-Related Services and Oral Surgery**

In addition to services excluded by the other general limitations and exclusions listed throughout this section, see “Dental-Related Services and Oral Surgery” in *Section 5: Covered Services* for additional exclusions.

— **Domiciliary Care**

This Plan does not cover domiciliary care or care provided in a residential institution, treatment center, halfway house, or school because your own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.

— **Duplicate (Double) Coverage**

This Plan does not cover amounts already paid by Other Valid Coverage or that would have been paid by Medicare as the primary carrier if you were entitled to Medicare, had applied for Medicare, and had claimed Medicare benefits. See *Section 7: Coordination of Benefits and Reimbursement* for more information. Also, if your prior coverage has an extension of benefits provision, **this Plan will not cover** charges incurred after your Effective Date of Coverage under this Plan that are covered under the prior plan's extension of benefits provision.

— **Duplicate Testing**

This Plan does not cover duplicative diagnostic testing or overreads of laboratory, pathology, or radiology tests.

— **Experimental, Investigational, or Unproven Services**

This Plan does not cover any treatment, procedure, Facility, equipment, drug, device, or supply not accepted as *standard medical practice* (as defined) or those considered experimental, investigational, or unproven, unless for Acupuncture rendered by a licensed Doctor of Oriental Medicine or unless specifically listed as covered under “Autism Spectrum Disorders” or under “Cancer Clinical Trials” in *Section 5: Covered Services*. In addition, if federal or other government agency approval is required for use of any items and such approval was not granted when services were administered, the service is experimental and will not be covered. To be considered experimental, investigational, or unproven, one or more of the following conditions must be met:

- The Device, Drug, or Medicine cannot be marketed lawfully without approval of the U.S. Food and Drug Administration (FDA), and approval for marketing has not been given at the time the Device, Drug, or Medicine is furnished.
- Reliable evidence shows that the treatment, Device, Drug, or Medicine is the subject of ongoing phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with the standard means of treatment or diagnosis.
- Reliable evidence shows that the consensus of opinion among experts regarding the treatment, procedure, Device, Drug, or Medicine is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its efficacy, its safety, or its efficacy as compared with the standard means of treatment or diagnosis.

The guidelines and practices of Medicare, the FDA, or other government programs or agencies may be considered in a determination; however, approval by other bodies will neither constitute nor necessitate approval by BCBSNM.

Reliable evidence means only published reports and articles in authoritative peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating Facility, or the protocol(s) of another Facility studying substantially the same medical treatment, procedure, device, or drug; or the written informed consent used by the treating Facility or by another Facility studying substantially the same medical treatment, procedure, device, or drug. *Experimental or investigational* does not mean cancer Chemotherapy or other types of therapies that are the subjects of ongoing phase IV clinical trials.

The service must be Medically Necessary and not excluded by any other contract exclusion.

Standard medical practice means the services or supplies that are in general use in the medical community in the United States, and:

- have been demonstrated in standard medical textbooks published in the United States and/or peer-reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;
- are appropriate for the Hospital or other Facility Provider in which they were performed; and
- the Physician or other Professional Provider has had the appropriate training and experience to provide the treatment or procedure.

— Food or Lodging Expenses

This Plan does not cover food or lodging expenses, except for those lodging expenses that are eligible for a per diem allowance under “Transplant Services” in *Section 5: Covered Services*, and not excluded by any other provision in this section.

— Genetic Testing or Counseling

This Plan does not cover tests such as amniocentesis or ultrasound to determine the gender of an unborn child. See “Maternity/Reproductive Services and Newborn Care” in *Section 5: Covered Services* for details.

— Hair Loss Treatments

This Plan does not cover wigs, artificial hairpieces, hair Transplants or implants, or medication used to promote hair growth or control hair loss, even if there is a medical reason for hair loss.

— Hearing Examinations, Procedures and Aids

This Plan does not cover audiometric (hearing) tests **unless** 1) required for the diagnosis and/or treatment of an Accidental Injury or an illness, or 2) covered as a preventive *screening* service, or 3) covered as part of the hearing aid benefit for Members under age 21 and described under “Hearing Aids/Related Services for Children Under Age 21” in *Section 5: Covered Services*. (A screening does *not* include a hearing test to determine the amount and kind of correction needed.) **This Plan does not cover** hearing aids or ear molds, fitting of hearing aids or ear molds, or any related service or supply for **Members age 21 and older**. For **Members under age 21**, see “Hearing Aids/Related Services for Children Under Age 21” in *Section 5*. (For surgically implanted devices, see “Surgery and Related Services” in *Section 5: Covered Services*.)

— Home Health, Home I.V. and Hospice Services

In addition to services excluded by the other general limitations and exclusions listed throughout this section, see “Home Health Care/Home I.V. Services” or “Hospice Care” in *Section 5: Covered Services* for additional exclusions.

— Hypnotherapy

This Plan does not cover hypnosis or services related to hypnosis, whether for medical or anesthetic purposes.

— Infertility Services/Artificial Conception

This Plan does not cover reversal of a prior sterilization procedure. (Certain treatments of medical conditions that sometimes result in restored fertility may be covered; see “Maternity/Reproductive Services and Newborn Care” in *Section 5: Covered Services*.)

— Late Claim Filing

This Plan does not cover services of a Nonparticipating Provider if the Claim for such services is received by BCBSNM **more than 12 months** after the date of service. (Preferred Providers contracting directly with BCBSNM and Providers that have a “Participating” Provider agreement with BCBSNM will file Claims for you and must submit them within a specified period of time, usually 180 days.) If a Claim is returned for further

information, resubmit it **within 45 days**. **Note:** If there is a change in the Claims Administrator, the length of the timely filing period may also change. See *Section 8: Claim Payments and Appeals* for details.

— **Learning Deficiencies/Behavioral Problems**

This Plan does not cover special education, counseling, therapy, diagnostic testing, treatment, or any other service for learning deficiencies or chronic behavioral problems, whether or not associated with a manifest Mental Disorder, retardation, or other disturbance. See “Autism Spectrum Disorders” in *Section 5: Covered Services* for details about mandated coverage for children with these diagnoses.

— **Limited Services/Covered Charges**

This Plan does not cover amounts in excess of Covered Charges or services that exceed any maximum benefit limits listed in this Benefit Booklet, or any amendments, riders, addenda, or endorsements.

— **Local Anesthesia**

This Plan does not cover local anesthesia. (Coverage for surgical, Maternity, diagnostic, and other procedures includes an allowance for local anesthesia because it is considered a routine part of the procedure.)

— **Long-Term and Maintenance Therapy**

This Plan does not cover long-term therapy whether for physical or for mental conditions, even if Medically Necessary and even if any applicable benefit maximum has not yet been reached, except that medication management for chronic conditions is covered. Therapies are considered long-term if measurable improvement is not possible **within two months** of beginning active therapy. Long-term therapy includes treatment for chronic or incurable conditions for which rehabilitation produces minimal or temporary change or relief. Treatment of chronic conditions is not covered. (Chronic conditions include, but are not limited to, muscular dystrophy, Down's syndrome, and cerebral palsy.) **Note:** This exclusion does **not** apply to benefits for medication or medication management or to certain services covered for children with Autism Spectrum Disorders.

This Plan does not cover maintenance therapy or care or any treatment that does not significantly improve your function or productivity, or care provided after you have reached your rehabilitative potential (unless therapy is covered during an approved Hospice Benefit Period). In a dispute about whether your rehabilitative potential has been reached, you are responsible for furnishing documentation from your Physician supporting his/her opinion. **Note:** Even if your rehabilitative potential has not yet been reached, **this Plan does not cover** services that exceed maximum benefit limits.

— **Medical Policy Determinations**

Any technologies, procedures, or services for which medical policies have been developed by BCBSNM are either limited or excluded as defined in the Medical Policy. (See “Medical Policy” in *Section 10: Definitions*).

— **Medically Unnecessary Services**

This Plan does not cover services that are not Medically Necessary as defined in *Section 5: Covered Services* unless such services are specifically listed as covered (e.g., see “Preventive Services” or “Autism Spectrum Disorders” in *Section 5: Covered Services*).

BCBSNM, in consultation with the Provider, determines whether a service or supply is Medically Necessary and whether it is covered. Because a Provider prescribes, orders, recommends, or approves a service or supply does *not* make it Medically Necessary or make it a Covered Service, even if it is not specifically listed as an exclusion. (BCBSNM, at its sole discretion, determines Medical Necessity based on the criteria given in *Section 5: Covered Services*.)

— **No Legal Payment Obligation**

This Plan does not cover services for which you have no legal obligation to pay or that are free, including:

- charges made only because benefits are available under this Plan
- services for which you have received a professional or courtesy discount

- volunteer services
- services provided by you for yourself or a covered family member, by a person ordinarily residing in your household, or by a family member
- Physician charges exceeding the amount specified by Centers for Medicare & Medicaid Services (CMS) when primary benefits are payable under Medicare

Note: The “No Legal Payment Obligation” exclusion does not apply to services received at Department of Defense facilities or covered by Indian Health Service/Contract Health Services, and Medicaid.

— Noncovered Providers of Service

This Plan does not cover services prescribed or administered by a:

- member of your immediate family or a person normally residing in your home
- Physician, other person, supplier, or Facility (including staff members) that are not specifically listed as covered in this Benefit Booklet, such as a:
 - health spa or health fitness center (whether or not services are provided by a licensed or registered Provider)
 - school infirmary
 - halfway house
 - massage therapist
 - private sanitarium
 - extended care Facility or similar institution
 - dental or medical department sponsored by or for an employer, mutual benefit association, labor union, trustee, or any similar person or group
 - homeopathic or naturopathic Provider

— Nonmedical Expenses

This Plan does not cover nonmedical expenses (even if medically recommended and regardless of therapeutic value), including costs for services or items such as, but not limited to:

- adoption or surrogate expenses
- educational programs such as behavior modification and arthritis classes (Some diabetic services and other educational programs may be covered; see “Physician Visits/Medical Care” and “Preventive Services” in *Section 5: Covered Services* for details.)
- vocational or training services and supplies
- mailing and/or shipping and handling
- missed appointments; “get-acquainted” visits without physical assessment or medical care; provision of medical information to perform Admission review or other Prior Authorizations; filling out of Claim forms; copies of medical records; interest expenses
- modifications to home, vehicle, or workplace to accommodate medical conditions
- membership at spas, health clubs, or other such Facilities
- personal convenience items such as air conditioners, humidifiers, exercise equipment, or personal services such as haircuts, shampoos, guest meals, and television rentals, Internet services
- personal comfort services, including homemaker and housekeeping services, except in association with respite care covered during a Hospice Admission
- immunizations or medications required for international travel

- moving expenses or other personal expenses (e.g., laundry or dry cleaning expenses; phone calls; day care expenses; taxicab or bus fare; vehicle rental expenses; parking expenses; personal convenience items)
- physicals or screening examinations and immunizations given primarily for insurance, licensing, employment, camp, medical research programs, sports, or for any nonpreventive purpose
- hepatitis B immunizations when required due to possible exposure during the Member's work
- court- or police-ordered services unless the services would otherwise be covered or services rendered as a condition of parole or probation
- the cost of any damages to a Treatment Facility that are caused by the Member

— **Nonpreferred (Out-of-Network) Provider Services**

This Plan does not cover Transplants when received from a Nonpreferred (Out-of-Network) Provider.

— **Nonprescription Drugs**

This Plan does not cover nonprescription or over-the-counter drugs, medications, ointments, or creams, including herbal or homeopathic preparations, or Prescription Drugs that have over-the-counter equivalents, except for those products specifically listed as covered under “Prescription Drugs and Other Items.”

— **Nutritional Supplements**

This Plan does not cover vitamins, dietary/nutritional supplements, special foods, formulas, mother's milk, or diets, unless prescribed by a Physician. Such supplements require a prescription to be covered under the “Home Health Care/Home I.V. Services” in *Section 5: Covered Services*. This Plan covers other nutritional products only under specific conditions set forth under “Prescription Drugs and Other Items.”

— **Post-Termination Services**

This Plan does not cover any service received or item or drug purchased after your coverage is terminated, even if: 1) Prior Authorization for such service, item, or drug was received from BCBSNM, or 2) the service, item, or drug was needed because of an event that occurred while you were covered. (If you are an inpatient when coverage ends, benefits for the Admission will be available only for those Covered Services received before your termination date.)

— **Prescription Drugs, Insulin, Diabetic Supplies, Enteral Nutritional Products and Special Medical Foods**

In addition to services excluded by the other general limitations and exclusions listed throughout this section, see *Section 5: Covered Services*, “Prescription Drugs and Other Items” for additional exclusions.

— **Prior Authorization Not Obtained When Required**

This Plan does not cover certain services if you do not obtain Prior Authorization from BCBSNM before those services are received. See *Section 4: Utilization Management*.

— **Private Duty Nursing Services**

This Plan does not cover private duty nursing services.

— **Psychotherapy (Mental Disorder and Chemical Dependency)**

In addition to services excluded by the other general limitations and exclusions listed throughout this section, see “Psychotherapy (Mental Disorder and Chemical Dependency)” in *Section 5: Covered Services* for additional exclusions.

— **Sexual Dysfunction Treatment**

This Plan does not cover services related to the treatment of sexual dysfunction.

— Supplies, Equipment and Prosthetics

In addition to services excluded by the other general limitations and exclusions listed throughout this section, see “Supplies, Equipment and Prosthetics” in *Section 5: Covered Services* for additional exclusions.

— Surgery and Related Services

In addition to services excluded by the other general limitations and exclusions listed throughout this section, see “Surgery and Related Services” in *Section 5: Covered Services* for additional exclusions.

— Therapy and Counseling Services

This Plan does not cover therapies and counseling programs other than the therapies listed as covered in this Benefit Booklet. In addition to treatments excluded by the other general limitations and exclusions listed throughout this section, (see “Rehabilitation and Other Therapy” in *Section 5: Covered Services* for additional exclusions) **this Plan does not cover** services such as, but not limited to:

- recreational, sleep, crystal, primal scream, sex, and Z therapies
- self-help, stress management, weight-loss, and codependency programs
- smoking/tobacco use Cessation Counseling programs that do not meet the standards described under “Cessation Counseling” in *Section 10: Definitions*
- services of a massage therapist or rolfing
- transactional analysis, encounter groups, and transcendental meditation (TM); moxibustion; sensitivity or assertiveness training
- vision therapy; orthoptics
- pastoral, spiritual, or religious counseling
- supportive services provided to the family of a Terminally III Patient when the patient is not a Member of this Plan
- therapy for chronic conditions such as, but not limited to, cerebral palsy or developmental delay and described in *Section 5* under “Autism Spectrum Disorders”
- any therapeutic exercise equipment for home use (e.g., treadmill, weights)
- Speech Therapy for dysfunctions that self-correct over time; speech services that maintain function by using routine, repetitive, and reinforced procedures that are neither diagnostic or therapeutic, other speech services that can be carried out by the patient, the family, or caregiver/teacher

— Thermography

This Plan does not cover thermography (a technique that photographically represents the surface temperatures of the body).

— Transplant Services

Please see “Transplant Services” in *Section 5: Covered Services* for specific Transplant services that are covered and related limitations and exclusions. In addition to services excluded by the other general limitations and exclusions listed throughout this section, **this Plan does not cover** any other Transplants (or organ-combination Transplants) or services related to any other Transplants.

— Travel or Transportation

This Plan does not cover travel expenses, even if travel is necessary to receive Covered Services unless such services are eligible for coverage under “Transplant Services” or “Ambulance Services” in *Section 5: Covered Services*.

— Veteran's Administration Facility

This Plan does not cover services or supplies furnished by a Veterans Administration Facility for a service-connected disability or while a Member is in active military service.

— Vision Services

This Plan does not cover any services related to refractive keratoplasty (surgery to correct nearsightedness) or any complication related to keratoplasty, including radial keratotomy or any procedure designed to correct visual refractive defect (e.g., farsightedness or astigmatism). **This Plan does not cover** eyeglasses, contact lenses, prescriptions associated with such procedures, and costs related to the prescribing or fitting of glasses or lenses, unless listed as covered under “Supplies, Equipment and Prosthetics” in *Section 5: Covered Services*. **This Plan does not cover** sunglasses, special tints, or other extra features for eyeglasses or contact lenses.

— War-Related Conditions

This Plan does not cover any service required as the result of any act of war or related to an illness or Accidental Injury sustained during combat or active military service.

— Work-Related Conditions

This Plan does not cover services resulting from work-related illness or injury, or charges resulting from occupational accidents or sickness covered under:

- occupational disease laws
- employer's liability
- municipal, state, or federal law (except Medicaid)
- Workers' Compensation Act

To recover benefits for a work-related illness or injury, you must pursue your rights under the Workers' Compensation Act or any of the above provisions that apply, including filing an appeal. (BCBSNM may pay Claims during the appeal process on the condition that you sign a reimbursement agreement.)

This Plan does not cover a work-related illness or injury, **even if:**

- You fail to file a Claim within the filing period allowed by the applicable laws and rules, including but not limited to statutes, ordinances, judicial decisions and regulations.
- You obtain care not authorized by Workers' Compensation insurance.
- Your employer fails to carry the required Workers' Compensation insurance. (The employer may be liable for an employee's work-related illness or injury expenses.)
- You fail to comply with any other provisions of the law.

Note: This “Work-Related Conditions” exclusion does not apply to an executive employee or sole proprietor of a professional or business corporation who has affirmatively elected not to accept the provisions of the New Mexico Workers' Compensation Act. You must provide documentation showing that you have waived Workers' Compensation and are eligible for the waiver. (The Workers' Compensation Act may also not apply if an employer has a very small number of employees or employs certain types of laborers excluded from the Act.)

SECTION 7: COORDINATION OF BENEFITS (COB) AND REIMBURSEMENT

For a work-related injury or condition, see the “Work-Related Conditions” exclusion in Section 6: General Limitations and Exclusions.

This Plan contains a coordination of benefits (COB) provision that prevents duplication of payments. When you are enrolled in any Other Valid Coverage, the combined benefit payments from all coverages cannot exceed 100 percent of BCBSNM's Covered Charges. (Other Valid Coverage is defined as all other Group and individual (or direct-pay) insurance policies or Health Care Plans including Medicare, but excluding Indian Health Service and Medicaid coverages, that provide payments for medical services and are considered Other Valid Coverage for purposes of coordinating benefits under this Plan.)

If you are also covered by Medicare, special COB rules may apply. Contact a Customer Service Advocate for more information. If you are enrolled in federal continuation coverage, coverage ends at the beginning of the month when you become entitled to Medicare or when you become insured under any Other Valid Coverage.

When this Plan is secondary, all provisions (such as obtaining Prior Authorization) must be followed or benefits may be denied.

The following rules determine which coverage pays first:

No COB Provision — If the Other Valid Coverage does not include a COB provision, that coverage pays first.

Medicare — If the Other Valid Coverage is Medicare and Medicare is not secondary according to federal law, Medicare pays first.

Child/Spouse — If a covered child under this health plan is covered as a spouse under another health plan, the covered child's spouse's health plan is primary over this health plan.

Subscriber/Family Member — If the Member who received care is covered as an employee, retiree, or other policy holder (i.e., as the Subscriber) under one health plan and as a spouse, child, or other family member under another, the health plan that designates the Member as the employee, retiree, or other policy holder (i.e., as the Subscriber) pays first.

If you have Other Valid Coverage *and* Medicare, contact the other carrier's customer service department to find out if the other coverage is primary to Medicare. There are many federal regulations regarding Medicare Secondary Payer provisions, and other coverage may not be subject to those provisions.

Child — For a child whose parents are not separated or divorced, the coverage of the parent whose birthday falls earlier in the Calendar Year pays first. If the Other Valid Coverage does not follow this rule, the father's coverage pays first.

Child, Parents Separated or Divorced — For a child of divorced or separated parents, benefits are coordinated in the following order:

- *Court-Decreed Obligations.* Regardless of which parent has custody, if a court decree specifies which parent is financially responsible for the child's health care expenses, the coverage of that parent pays first.
- *Custodial/Noncustodial.* The plan of the custodial parent pays first. The plan of the spouse of the custodial parent pays second. The plan of the noncustodial parent pays last.
- *Joint Custody.* If the parents share joint custody, and the court decree does not state which parent is responsible for the health care expenses of the child, the plans follow the rules that apply to children whose parents are not separated or divorced.

Active/Inactive Employee — If a Member is covered as an active employee under one coverage and as an inactive employee under another, the coverage through active employment pays first. (Even if a Member is covered as a family member under both coverages, the coverage through active employment pays first.) If the other plan does not have this rule and the plans do not agree on the order of benefits, the next rule applies.

Longer/Shorter Length of Coverage — When none of the above applies, the plan in effect for the longest continuous period of time pays first. (The start of a new plan does not include a change in the amount or scope of benefits, a change in the entity that pays, provides, or administers the benefits, or a change from one type of plan to another.)

Responsibility For Timely Notice

BCBSNM is not responsible for coordination of benefits if timely information is not provided.

Facility of Payment

Whenever any other plan makes benefit payments that should have been made under this Plan, BCBSNM has the right to pay the other plan any amount BCBSNM determines will satisfy the intent of this provision. Any amount so paid will be considered to be benefits paid under this Plan, and with that payment BCBSNM will fully satisfy its liability under this provision.

Overpayments - Right of Recovery

Regardless of who was paid, whenever benefit payments made by BCBSNM exceed the amount necessary to satisfy the intent of this provision, BCBSNM has the right to recover the excess amount from any persons to or for whom those payments were made, or from any insurance company, service plan, or any other organizations or persons.

REIMBURSEMENT

If you or one of your covered family Members incur expenses for sickness or injury that occurred due to the negligence of a third party and benefits are provided for Covered Services described in this Benefit Booklet, you agree:

- **The Group** has the right to reimbursement for all benefits provided from any and all damages collected from the third party for those same expenses whether by action at law, settlement, or compromise, by you or your legal representative as a result of that sickness or injury, in the amount of the total Covered Charges for Covered Services for which **The Group** has provided benefits to you or your covered family members.
- **The Group** is assigned the right to recover from the third party, or his or her insurer, to the extent of the benefits **The Group** provided for that sickness or injury.

The Group shall have the right to first reimbursement out of all funds you, your covered family members, or your legal representative, are or were able to obtain for the same expenses for which **The Group** has provided benefits as a result of that sickness or injury.

You are required to furnish any information or assistance or provide any documents that BCBSNM and/or **The Group** may reasonably require in order to obtain our rights under this provision. This provision applies whether or not the third party admits liability.

SECTION 8: CLAIMS PAYMENTS AND APPEALS

FILING CLAIMS

You must submit Claims **within 12 months** after the date services or supplies were received. If a Claim is returned for further information, resubmit it **within 45 days**. **Note:** If there is a change in the Claims Administrator, the length of the timely filing period may also change.

IMPORTANT NOTE ABOUT FILING CLAIMS

This section addresses the procedures for filing Claims and appeals. The instructions in no way imply that filing a Claim or an appeal will result in benefit payment and do not exempt you from adhering to all of the provisions described in this Benefit Booklet. All Claims submitted will be processed by BCBSNM according to the patient's eligibility and benefits in effect at the time services are received. Whether inside or outside New Mexico and/or the United States, you must meet all Prior Authorization requirements or benefits may be reduced or denied as explained in *Section 4: Utilization Management*. Covered services are the same services listed as covered in *Section 5: Covered Services* and all services are subject to the limitations and exclusions listed throughout this booklet.

IF YOU HAVE OTHER VALID COVERAGE

When you have Other Valid Coverage that is “primary” over this Plan, you need to file your Claim with the other coverage first. (See *Section 7: Coordination of Benefits (COB) and Reimbursement*.) After your other coverage (including health care insurance, dental or vision plan, Medicare, automobile, or other liability insurance, Workers' Compensation, etc.) pays its benefits, a copy of their payment explanation form must be attached to the Claim sent to BCBSNM or to the local BCBS Plan, as instructed under “Where to Send Claim Forms” later in this section.

If the Other Valid Coverage pays benefits to you (or your family member) directly, give your Provider a copy of the payment explanation so that he/she can include it with the Claim sent to BCBSNM or to the local BCBS Plan. (If a Nonparticipating Provider does not file Claims for you, attach a copy of the payment explanation to the Claim that you send to BCBSNM or to the local BCBS Plan, as applicable.)

PARTICIPATING AND PREFERRED PROVIDERS

Your “Preferred” Provider may have two agreements with the local BCBS Plan — a Preferred Provider contract and another Participating Provider contract. Some Providers have **only** the Participating Provider contract and are **not** considered Preferred Providers. However, all Participating and Preferred Providers file Claims with their local BCBS Plan and payment is made directly to them. Be sure that these Providers know you have health care coverage administered by BCBSNM. Do **not** file Claims for these services yourself.

Preferred Providers (and Participating Providers contracting directly with BCBSNM) also have specific timely filing limits in their contracts with BCBSNM (usually 180 days). The Providers' contract language lets them know that they may not bill the employer or any Member for a service if the Provider does not meet the filing limit for that service and the Claim for that service is denied due to timely filing limitations.

NONPARTICIPATING PROVIDERS

A Nonparticipating Provider is one that has neither a Preferred or a Participating Provider agreement. If your Nonparticipating Provider does not file a Claim for you, submit a separate Claim form for each family member as the services are received. Attach itemized bills and, if applicable, your Other Valid Coverage's payment explanation, to a *Member Claim Form*. (Forms can be printed from the BCBSNM website at www.bcbnm.com or requested from a Customer Service Advocate.) Complete the Claim form using the instructions on the form. (See special Claim filing instructions for out-of-country Claims under “Where to Send Claim Forms” later in this section.)

Payment normally is made to the Provider. However, if you have already paid the Provider for the services being claimed, your Claim must include evidence that the charges were paid in full. Upon approval of the Claim, BCBSNM will reimburse you for Covered Services, based on Covered Charges, less any required Member Copayment. You will be responsible for charges not covered by the Plan.

ITEMIZED BILLS

Claims for Covered Service must be itemized on the Provider's billing forms or letterhead stationery and must show:

- Member's identification number
- Member's and Subscriber's name and address
- Member's date of birth and relationship to the Subscriber
- name, address, National Provider Identification number (NPI), and tax ID or social security number of the Provider
- date of service or purchase, diagnosis, type of service or treatment, procedure, and amount charged for each service (each service must be listed separately)
- accident or surgery date (when applicable)
- amount paid by you (if any) along with a receipt, cancelled check, or other proof of payment

Correctly itemized bills are necessary for your Claim to be processed. The only acceptable bills are those from Health Care Providers. Do **not** file bills you prepared yourself, canceled checks, balance due statements, or cash register receipts. Make a copy of all itemized bills for your records before you send them. The bills are not returned to you. All information on the Claim and itemized bills must be readable. If information is missing or is not readable, BCBSNM will return it to you or to the Provider.

Do not file for the same service twice unless asked to do so by a Customer Service Advocate. If your itemized bills include services previously filed, identify clearly the new charges that you are submitting. (See “Where to Send Claim Forms” below, for special instructions regarding out-of-country Claims.)

WHERE TO SEND CLAIM FORMS

If your Nonparticipating Provider does not file a Claim for you, you (not the Provider) are responsible for filing the Claim. **Remember:** Participating and Preferred Providers will file Claims for you; these procedures are used only when you must file your own Claim.

Services in United States, Canada, Jamaica, U.S. Virgin Islands, and Puerto Rico

If a Nonparticipating Provider will not file a Claim for you, ask for an itemized bill and complete a Claim form the same way that you would for services received from any other Nonparticipating Provider. Mail the Claim forms and itemized bills to BCBSNM at the address below (or, if you prefer, you may send to the local Blue Cross Blue Shield Plan in the state where the services were received):

**Blue Cross and Blue Shield of New Mexico
P.O. Box 27630
Albuquerque, New Mexico 87125-7630**

Mental Disorder/Chemical Dependency Claims

Claims for covered Mental Disorder and Chemical Dependency services received in New Mexico should be submitted to:

**BCBSNM, BH Unit
P.O. Box 27630
Albuquerque, New Mexico 87125-7630**

Drug Plan Claims

If you purchase a Prescription Drug or other item covered under the drug plan from a Non-Participating Pharmacy or Other Provider in an Emergency, or if you do not have your ID Card with you when purchasing a prescription or other covered item, you must pay for the prescription in full and then submit a Claim to BCBSNM's Pharmacy Benefit Manager. **Do not send these Claims to BCBSNM.** The bills or receipts must be issued by the Pharmacy and must include the Pharmacy name and address, drug name, prescription number, and amount charged. If not

included in your enrollment materials, you can obtain the name and address of the Pharmacy Benefit Manager and the necessary Claim forms from a Customer Service Advocate or on the BCBSNM website at www.bcbsnm.com.

Services Outside the United States, U.S. Virgin Islands, Jamaica, Puerto Rico, or Canada

For covered inpatient hospital services received outside the United States (including Puerto Rico, Jamaica, and the U.S. Virgin Islands) and Canada, show your Plan ID Card issued by BCBSNM. BCBSNM participates in a Claim payment program with the Blue Cross and Blue Shield Association. If the hospital has an agreement with the Association, the hospital files the Claim for you to the appropriate Blue Cross Plan. Payment is made to the hospital by that Plan, and then BCBSNM reimburses the other Plan.

You will need to pay up front for care received from a **Doctor, a participating outpatient Hospital, and/or a Non-participating hospital**. Then, complete an *International Claim Form* and send it with the bill(s) to the service center (the address is on the form). The *International Claim Form* is available from BCBSNM, the service center, or on-line at:

www.bcbs.com/already-a-member/coverage-home-and-away.html

The Blue Cross Blue Shield Global Core *International Claim Form* is to be used to submit institutional and professional Claims for benefits for covered Emergency services received outside the United States, Puerto Rico, Jamaica and the U.S. Virgin Islands. For filing instructions for other Claim types (e.g., dental, Prescription Drugs, etc.) contact your Blue Cross and Blue Shield Plan. The *International Claim Form* must be completed for each patient in full, and accompanied by fully itemized bills. It is not necessary for you to provide an English translation or convert currency.

Since the Claim cannot be returned, please be sure to keep photocopies of all bills and supporting documentation for your personal records. The Member should submit an *International Claim Form* (available at www.bcbs.com), attach itemized bills, and mail to Blue Cross Blue Shield Global Core at the address below. Blue Cross Blue Shield Global Core will then translate the information, if necessary, and convert the charges to United States dollars. They also will contact BCBSNM for benefit information in order to process the Claim. Once the Claim is finalized, the *Explanation of Benefits* will be mailed to the Subscriber and payment, if applicable, will be made to the Subscriber via wire transfer or check. Mail international Claims to:

**Service Center
P.O. Box 2048
Southeastern, PA 19399**

CLAIMS PAYMENT PROVISIONS

Most Claims will be evaluated and you and/or the Provider notified of the BCBSNM benefit decision within 30 days of receiving the Claim. If all information needed to process the Claim has been submitted, but BCBSNM cannot make a determination within 30 days, you will be notified (before the expiration of the 30-day period) that an additional 15 days is needed for Claim determination.

After a Claim has been processed, the Subscriber will receive an *Explanation of Benefits* (EOB). The EOB indicates what charges were covered and what charges, if any, were not. **Note:** If a Qualified Child Medical Support Order (QCMSO) is in effect, the QCMSO provisions will be followed. For example, when the Member is an Eligible Child of divorced parents, and the Subscriber under this Plan is the noncustodial parent, the custodial parent may receive the payment and the EOB.

If A Claim or Prior Authorization Is Denied

If benefits are denied or only partially paid, BCBSNM will notify you of the determination. The notice to you will include: 1) the reasons for denial; 2) a reference to the Health Care Plan provisions on which the denial is based; and 3) an explanation of how you may appeal the decision if you do not agree with the denial. **You also have 180 days in which to appeal a decision.**

Covered Charge

Provider payments are based upon Preferred Provider and Participating Provider agreements and Covered Charges as determined by BCBSNM. For services received outside of New Mexico, Covered Charges may be based on the local Plan practice (e.g., for out-of-state Providers that contract with their local Blue Cross and Blue Shield Plan, the Covered Charge may be based upon the amount negotiated by the other Plan with its own Contracted Providers). You are responsible for paying Copayments, Deductibles, Coinsurance, any penalty amounts, and noncovered expenses. For Covered Services received in foreign countries, BCBSNM will use the exchange rate in effect on the date of service in order to determine billed charges.

Participating and Preferred Providers

Payments for Covered Services usually are sent directly to network (Preferred or Participating) Providers. The EOB you receive explains the payment.

Nonparticipating Providers

If Covered Services are received from a Nonparticipating Provider, payments are usually made to the Subscriber (or to the applicable alternate payee when a QCMSO is in effect). The check will be attached to an EOB that explains BCBSNM's payment. In these cases, you are responsible for arranging payment to the Provider and for paying any amounts greater than Covered Charges plus Copayments, Deductibles, Coinsurance, any penalty amounts, and noncovered expenses.

Accident-Related Hospital Services

If services are administered as a result of an accident, a Hospital or Treatment Facility may place a lien upon a compromise, settlement, or judgment obtained by you when the Facility has not been paid its total billed charges from all other sources.

Assignment of Benefits

BCBSNM specifically reserves the right to pay the Subscriber directly and to refuse to honor an assignment of benefits in any circumstances. No person may execute any power of attorney to interfere with BCBSNM's right to pay the Subscriber instead of anyone else.

Medicaid

Payment of benefits for Members eligible for Medicaid is made to the appropriate state agency or to the Provider when required by law.

Medicare

If you are 65 years of age or older, BCBSNM will suspend your Claims until it receives (a) an *Explanation of Medicare Benefits (EOMB)* for each Claim (if you are entitled to Medicare), or (b) Social Security Administration documentation showing that you are not entitled to Medicare.

Overpayments

If BCBSNM makes an erroneous benefit payment to the Subscriber or Member for any reason (e.g., Provider billing error, Claims processing error), BCBSNM may recover overpayments from you. If you do not refund the overpayment, BCBSNM reserves the right to withhold future benefit payments to apply to the amount that you owe the Plan, and to take legal action to correct payments made in error.

Pricing of Noncontracted Provider Claims

The BCBSNM Covered Charge for some Covered Services received from Noncontracted Providers is the lesser of the Provider's billed charges or the BCBSNM "Noncontracting Allowable Amount." The BCBSNM Noncontracting Allowable Amount is based on the **Medicare Allowable** amount for a particular service, which is determined by the Centers for Medicaid and Medicare Services (CMS). The Medicare Allowable is determined for a service covered under your BCBSNM health plan using information on each specific Claim and, based on place of treatment and date of service, is multiplied by an "Adjustment Factor" to calculate the BCBSNM Noncontracting Allowable Amount. The Adjustment Factor for non-Emergency services are:

- 100% of the base Medicare Allowable for Inpatient Facility Claims
- 300% of the base Medicare Allowable for Outpatient Facility Claims
- 200% of the base Medicare Allowable for freestanding ambulatory surgical center Claims
- 100% of the base Medicare Allowable for Physician, other Professional Provider Claims, and other ancillary Providers of covered health care services and supplies

Certain categories of Claims for **Covered Services** from Noncontracted Providers are excluded from this Noncontracted Provider pricing method. These include:

- services for which a Medicare Allowable cannot be determined based on the information submitted on the Claim (in such cases, the Covered Charge is 50 percent of the billed charge)
- home health Claims (the Covered Charge is 50 percent of the billed charge)
- services administered and priced by any subcontractor of BCBSNM or by the Blue Cross and Blue Shield Association
- Claims paid by Medicare as primary coverage and submitted to your health plan for secondary payment
- New Mexico ground Ambulance Claims (for which the state's New Mexico Public Regulation Commission sets fares)
- covered Claims priced by a non-New Mexico BCBS Plan through BlueCard using local pricing methods

Pricing for the following categories of Claims for **Covered Services** from Noncontracted Providers will be priced at billed charges or at an amount negotiated by BCBSNM with the Provider, whichever is less:

- Covered Services required during an Emergency and received in a hospital, trauma center, or Ambulance
- for PPO health plans, services from Noncontracted Providers that satisfy at least one of the three conditions below and, as a result, are eligible for the Preferred Provider benefit level of coverage
 - Covered Services from Noncontracted Providers within the United States that are classified as “unsolicited” as explained earlier in *Section 3: How Your Plan Works* and as determined by the Member's Host Plan while outside the Service Area of BCBSNM
 - Prior Authorization** of transition of care services received from Noncontracted Providers
 - Covered Services received from a noncontracted anesthesiologist, pathologist, or radiologist while you are a patient at a **Contracted** Facility receiving Covered Services or procedures that have been approved, if needed

BCBSNM will use essentially the same Claims processing rules and/or edits for Noncontracted Provider Claims that are used for Contracted Provider Claims, which may change the Covered Charge for a particular service. If BCBSNM does not have any Claim edits or rules for a particular Covered Service, BCBSNM may use the rules or edits used by Medicare in processing the Claims. Changes made by CMS to the way services or Claims are priced for Medicare will be applied by BCBSNM within 90-145 days of the date that such change is implemented by CMS or its successor.

IMPORTANT: Regardless of the pricing method used, the BCBSNM Covered Charge will usually be less than the Provider's billed charge and you will be responsible for paying to the Provider the difference between the BCBSNM Covered Charge and the Noncontracted Provider's billed charge for a Covered Service. This difference may be considerable. The difference is not applied to any Deductible or Out-of-Pocket Limit. In the case of a non-Covered Services, you are responsible for paying the Provider's full billed charge directly to the Provider. Reminder: Contracted Providers will not charge you the difference between the BCBSNM Covered Charge and the billed charge for a Covered Service.

BLUECARD[®] PROGRAM

Blue Cross and Blue Shield of New Mexico (BCBSNM) has relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Program Arrangements.” Whenever you obtain healthcare services outside

of the BCBSNM Service Area, the Claims for these services may be processed through one of these Inter-Plan Programs, which includes the BlueCard program.

Typically, when accessing care outside of the BCBSNM Service Area, you will obtain care from Health Care Providers that have a contractual agreement (i.e. are “Contracted Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, you may obtain care from Noncontracted Providers. BCBSNM payment practices in both instances are described below. (Note: Under PPO plans, “Contracted Providers” are referred to as Preferred Providers and “Noncontracted Providers” are referred to as Nonpreferred Providers.)

Inter-Plan Program Arrangements link the BCBSNM Provider network with other individual Blue Cross Blue Shield networks across the country to provide you broad access to Contracted Providers. Contracted Providers may be contracted with either BCBSNM or the Host Blue. Noncontracted Providers are not contracted with either BCBSNM or the Host Blue.

You always have the choice to receive services from Contracted or Noncontracted Providers in New Mexico or outside New Mexico, but the difference in the amount you pay may be substantial. When services are received by you outside of New Mexico from either Contracted or Noncontracted Providers, the Host Blue will provide BCBSNM with a Covered Charge based on what it uses for its own local Members for services received from either Contracted or Noncontracted Providers in the state where the Host Blue is located.

For purposes of the Inter-Plan Arrangements described in this section, “Covered Charge” means the amount that BCBSNM determines is fair and reasonable for a particular covered and Medically Necessary service, as provided to BCBSNM by a Host Blue. After the Member's share of the Covered Charge is calculated, BCBSNM will pay the remaining amount of the Covered Charge up to the maximum benefit limitation, if any. For services received in foreign countries, BCBSNM will use the exchange rate in effect on the date of service in order to determine the Covered Charge.

Services Received from Contracted Providers Outside New Mexico

Under the BlueCard Program, when you access Covered Services within the geographic area served by a Host Blue, BCBSNM will remain responsible for fulfilling BCBSNM contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Contracted Providers.

For Inpatient Facility services received in a Hospital, the Host Blue's Participating Provider is required to obtain Prior Authorization. If Prior Authorization is not obtained, the Participating Provider will be sanctioned based on the Host Blue's contractual agreement with the Provider, and the Member will be held harmless for the Provider sanction.

Whenever you access Covered Services outside of the BCBSNM Service Area and the Claim is processed through the BlueCard Program, the amount you pay for Covered Services is calculated based on the lower of:

- the billed charges for your Covered Services; or
- the negotiated price or “allowable amount” that the Host Blue makes available to BCBSNM.

If the services are provided by a Contracted Provider of the Host Blue, the Provider will submit your Claims directly to the Host Blue to determine the allowable amount. BCBSNM will use the allowable amount to determine the Covered Charge so that your Claim can be processed timely. The Covered Charge will be an amount up to, but not in excess of, the allowable amount the Host Blue has passed on to BCBSNM. Because the services were provided by a Contracted Provider, you will receive the benefit of the payment/rate negotiated by the Host Blue with the Provider. As always, you will be responsible for any applicable Deductible, Copayment and/or Coinsurance amounts (“Member share”). The amount that BCBSNM pays together with your Member share is the total amount the Contracted Provider has contractually agreed to accept as payment in full for the services you have received.

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

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price BCBSNM uses for your Claim because they will not be applied retroactively to Claim already paid.

In some cases, BCBSNM may, but is not required to, in its sole and discretion, negotiate a payment with a non-contracting Health Care Provider on an exception basis.

Federal law or the laws in a small number of states may require the Host Blue to add a surcharge to your liability calculation. If federal law or any state laws mandate other liability calculation methods, including a surcharge, BCBSNM would then calculate your liability for any Covered Services according to applicable law.

Services Received from a Noncontracted Provider Outside of New Mexico

If services are provided by a Noncontracted Provider, the Provider may, but is not required to, submit Claims on your behalf. A Noncontracted Provider has not negotiated his/her payments/rates with either the Host Blue or BCBSNM. If the Noncontracted Provider does not submit Claims on your behalf, you will be required to submit the Claims directly to the Host Blue. You will be subject to balance billing when you receive services from a Noncontracted Provider. This amount may be significant. "Balance billing" means that the Noncontracted Provider may require you to pay any amount that the Provider bills that exceeds the sum of what BCBSNM pays toward a Covered Charge and your Member share of the Covered Charge.

Member Liability Calculation

1. In General

Under Inter-Plan Program Arrangements, when services are received outside the state of New Mexico from a Noncontracted Provider, the Covered Charge will be determined by the Host Blue servicing area or by applicable laws and rules, including but not limited to statutes, ordinances, judicial decisions and regulations, and will be passed on to BCBSNM. BCBSNM will use the Host Blue's Covered Charge as its Covered Charge so that your Claim can be processed timely. BCBSNM's Covered Charge will be an amount up to but not in excess of the Covered Charge the Host Blue has passed on to BCBSNM. In addition to being responsible to pay your Member share, you may be subject to balance billing by the Noncontracted Provider who provided services to you. Before you receive services from a Noncontracted Provider, you should ask for a written breakdown of all amounts that you will have to pay, including Member share and balance billing amounts for the services you will receive.

2. Exceptions

In certain situations, BCBSNM may use other payment bases, to determine the amount BCBSNM will pay for services rendered by Noncontracted Health Care Providers, such as (i) billed charges for Covered Services, (ii) the payment we would make if the health care services had been obtained within our Service Area, (iii) a special negotiated payment, as permitted under the Inter-Plan Arrangements (iv) for Professional Providers, make a payment based on publicly available data and historic reimbursement to Providers for the same or similar professional services, adjusted for geographical differences where applicable; or (v) for Hospital or Facility Providers, make a payment based on publicly available data reflecting the costs that Hospitals or Facilities have incurred historically to provide the same or similar service, adjusted for geographical differences where applicable, plus a margin factor for the Hospital or Facility. In these situations, the Member may be responsible for the difference between the amount that the Noncontracted Provider bills and the payment BCBSNM will make for the Covered Services as set forth in this paragraph.

INTER-PLAN ARRANGEMENTS: FEDERAL/STATE TAXES/SURCHARGES/FEEES

Federal or state laws or regulations may impose a surcharge, tax, or other fee. If applicable, BCBSNM will include any such surcharge, tax or other fee as part of the Claim charge passed on to you.

SPECIAL CASES: VALUE-BASED PROGRAMS

If you received Covered Services under a Value-Based Program inside a Host Blue's Service Area, you will not be responsible for paying any of the Provider incentives, risk-sharing, and/or care coordinator feed that are a part of such an arrangement, except when a Host Blue passes these fees to BCBSNM through average pricing or fee schedule adjustments. Additional information available upon request.

BLUE CROSS BLUE SHIELD GLOBAL CORE

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

If you need medical assistance services (including locating a Doctor or Hospital) outside the BlueCard Service Area, you should call the Blue Cross Blue Shield Global Core service center at 1-800-810-BLUE (2583), or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a Physician appointment or hospitalization, if necessary.

For services received in foreign countries, BCBSNM will use the exchange rate in effect on the date of service in order to determine the Covered Charge.

Emergency Care Services

This Plan covers only limited health care services received outside of the United States. As used in this section, "Out-of-Area Covered Services" include Emergency services and Urgent Care obtained outside of the United States. Follow-up care following an Emergency is also available provided the services are approved through Prior Authorization by BCBSNM. Any other services will not be eligible for Benefits unless Prior Authorization is received from BCBSNM.

- **Inpatient Services**

In most cases, if you contact the Blue Cross Blue Shield Global Core service center for assistance, Hospitals will not require you to pay for covered Inpatient Services, except for your cost-share amounts (Deductibles, Coinsurance, etc.). In such cases, the Hospital will submit our Claims to the Blue Cross Blue Shield Global Core service center to begin Claims processing. However, if you paid in full at the time of service, you must submit a Claim to receive reimbursement for Covered Services. You must contact BCBSNM to obtain Prior Authorization for Non-Emergency Inpatient Services.

- **Outpatient Services**

Outpatient Services are available for Emergency Care treatment. Physicians, Urgent Care centers and other outpatient Providers located outside the BlueCard Service Area will typically require you to pay in full at the time of service. You must submit a Claim to obtain reimbursement for Covered Services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for Covered Services outside the BlueCard Service Area, you must submit a Claim to obtain reimbursement. For institutional and professional Claims, you should complete a Blue Cross Blue Shield Global Core International Claim form and send the Claim form with the Provider's itemized bill(s) to the Blue Cross Blue Shield Global Core service center (the address is on the form) to initiate Claim processing. Following the instructions on the Claim form will help ensure timely processing of your Claim. The Claim form is available from BCBSNM, the Blue Cross Blue Shield Global Core service center, or online at www.bcbsglobalcore.com. If you need assistance with your Claim submission, you should call the Blue Cross Blue Shield Global Core service center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, 7 days a week.

MEMBER DATA SHARE

You may, under certain circumstances as specified below, apply for and obtain, subject to any applicable terms and conditions, replacement coverage. The replacement coverage will be that which is offered by BCBSNM, a division of Health Care Service Corporation, or, if you do not reside in the BCBSNM Service Area, by the Host Blue whose Service Area covers the geographic area in which you reside. The circumstances mentioned above may arise in various ways, such as from involuntary termination of your health coverage sponsored by the Subscriber. As part of the overall plan of benefits that BCBSNM offers to you if you do not reside in the BCBSNM Service Area, BCBSNM may facilitate your right to apply for and obtain such replacement coverage, subject to applicable eligibility requirements, from the Host Blue in which you reside. To do this, BCBSNM may (1) communicate directly with you and/or (2) provide the Host Blues whose Service Area covers the geographic area in which you reside with your personal information and may also provide other general information relating to your coverage under the Plan the Subscriber has with BCBSNM to the extent reasonably necessary to enable the relevant Host Blues to offer you coverage continuity through replacement coverage.

COMPLAINTS AND APPEALS: SUMMARY OF PROCEDURES

If you want to make an oral complaint or file a written appeal about a Claims payment or denial, a Prior Authorization denial, the termination of your coverage (other than due to nonpayment of premium), or any other issue, a BCBSNM Customer Service Advocate is available to assist you. You will not be subject to retaliatory action by BCBSNM for making a complaint, or filing an appeal.

IMPORTANT: Within 180 days after you receive notice of a BCBSNM decision on, for example, a Claim, a Prior Authorization request, the quality of care you receive, or the termination of your coverage, call or write BCBSNM Customer Service and explain your reasons for disagreeing with the decision. If you do not submit the request for internal review within the 180-day period, you waive your right to internal review as described in this section, unless you can satisfy BCBSNM that matters beyond your control prevented you from timely filing the request.

Many complaints or problems can be handled informally by calling, writing, or e-mailing BCBSNM Customer Service. If you are not satisfied with the initial response, you can request internal review as described in the detailed *Appendix B: Notice - Inquiries/Complaints and Internal/External Appeals for Self-Funded Plans* notice applicable to your health plan you should have received in your enrollment packet (or included in the back of your booklet).

BCBSNM Contacts for Appeals

An appeal is an oral or written request for review of an “adverse benefit determination” or an adverse action by BCBSNM, its employees, or a Participating Provider. To file an appeal or for more information about appeals, contact:

BCBSNM: Appeals Unit
P.O. Box 27630
Albuquerque, NM 87125-9815

Telephone (toll-free): (800) 205-9926
e-mail: See Website at www.bcbsnm.com
Fax: (505) 816-3837

External Actions

Please refer to the Appendix B: Notice - Inquiries/Complaints and Internal/External Appeals for Self-Funded Plans.

SECTION 9: GENERAL PROVISIONS

AVAILABILITY OF PROVIDER SERVICES

BCBSNM does not guarantee that a certain type of room or service will be available at any Hospital or other Facility within the BCBSNM network, nor that the services of a particular Hospital, Physician, or Other Provider will be available.

CATASTROPHIC EVENTS

In case of fire, flood, war, civil disturbance, court order, strike, or other cause beyond BCBSNM's control, BCBSNM may be unable to process Claims or provide Prior Authorization for services on a timely basis. If due to circumstances not within the control of BCBSNM or a network Provider (such as partial or complete destruction of facilities, war, riot, disability of a network Provider, or similar case), BCBSNM and the Provider will have no liability or obligation if medical services are delayed or not provided. BCBSNM and its network Providers will, however, make a good-faith effort to provide services.

CHANGES TO THE BENEFIT BOOKLET

No employee of BCBSNM may change this Benefit Booklet by giving incomplete or incorrect information, or by contradicting the terms of this Benefit Booklet. Any such situation will not prevent BCBSNM from administering this Benefit Booklet in strict accordance with its terms. See the inside back cover for further information.

DISCLAIMER OF LIABILITY

BCBSNM has no control over any diagnosis, treatment, care, or other service provided to you by any Facility or Professional Provider, whether Preferred or not. BCBSNM is not liable for any loss or injury caused by any Health Care Provider by reason of negligence or otherwise.

Nothing in this Benefit Booklet is intended to limit, restrict, or waive any Member rights under the law and all such rights are reserved to the individual.

DISCLOSURE AND RELEASE OF INFORMATION

BCBSNM will only disclose information as permitted or required under state and federal law.

EXECUTION OF PAPERS

On behalf of yourself and your Eligible Family Members you must, upon request, execute and deliver to BCBSNM any documents and papers necessary to carry out the provisions of this Plan.

INDEPENDENT CONTRACTORS

The relationship between BCBSNM and its network Providers is that of independent contractors; Physicians and Other Providers are not agents or employees of BCBSNM, and BCBSNM and its employees are not employees or agents of any network Provider. BCBSNM will not be liable for any Claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by you while receiving care from any network Provider.

The relationship between BCBSNM and the group is that of independent contractors; the employer is not an agent or employee of BCBSNM, and BCBSNM and its employees are not employees or agents of the group.

MEMBER RIGHTS

All Members have these rights:

- The right to available and accessible services, when Medically Necessary, as determined by your primary care or treating Physician in consultation with BCBSNM, 24 hours per day, 7 days a week, or urgent or Emergency Care services, and for other health services as defined by your Benefit Booklet.

- The right to receive information about BCBSNM, our services, Practitioners and Providers and Member rights and responsibility.
- The right to participate with Practitioners in making decisions about your health care.
- The right to make recommendations regarding BCBSNM's Member rights and responsibility policy.
- The right to be treated with courtesy and consideration, and with respect for your dignity and your need for privacy.
- The right to have their privacy respected, including the privacy of medical and financial records maintained by BCBSNM and its Health Care Providers as required by law.
- The right to be provided with information concerning BCBSNM's policies and procedures regarding products, services, Providers, and appeals procedures and other information about the company and the benefits provided.
- The right to receive from your Physician(s) or Provider, in terms that you understand, an explanation of your complete medical condition, recommended treatment, risk(s) of treatment, expected results and reasonable medical alternatives, irrespective of BCBSNM's position on treatment options. If you are not capable of understanding the information, the explanation shall be provided to your next of kin, guardian, agent or surrogate, if able, and documented in your medical record.
- The right to detailed information about coverage, maximum benefits, and exclusions of specific conditions, ailments or disorders, including restricted prescription benefits, and all requirements that you must follow for Prior Authorization and utilization review.
- The right to make recommendations regarding BCBSNM's Member rights and responsibilities policies.
- The right to a complete explanation of why care is denied, an opportunity to appeal the decision to BCBSNM's internal review and the right to a secondary appeal.

MEMBER RESPONSIBILITIES

As a Member enrolled in a Managed Health Care Plan administered by BCBSNM, you have these responsibilities:

- The responsibility to supply information (to the extent possible) that BCBSNM and its Preferred Practitioners and Providers need in order to provide care.
- The responsibility to follow plans and instructions for care that you have agreed on with your treating Provider or Practitioners.
- The responsibility to understand your health problems and participate in developing mutually agreed-upon treatment goals with your treating Provider or Practitioner to the degree possible.

MEMBERSHIP RECORDS

BCBSNM will keep membership records and the employer will periodically forward information to BCBSNM to administer the benefits of this Plan. You can inspect all records concerning your membership in this Plan during normal business hours given reasonable advance notice.

RESEARCH FEES

BCBSNM reserves the right to charge you an administrative fee when extensive research is necessary to reconstruct information that has already been provided to you in explanations of benefits, letters, or other forms.

SENDING NOTICES

All notices to you are considered to be sent to and received by you when deposited in the United States mail with first-class postage prepaid and addressed to the Subscriber at the latest address on BCBSNM membership records or to the employer.

TRANSFER OF BENEFITS

All documents described in this booklet are personal to the Member. Neither these benefits nor Health Care Plan payments may be transferred or given to any person, corporation, or entity. Any attempted transfer will be void. Use of benefits by anyone other than a Member will be considered fraud or material misrepresentation in the use of services or Facilities, which may result in cancellation of coverage for the Member and appropriate legal action by BCBSNM and/or **The Group**.

SECTION 10: DEFINITIONS

It is important for you to understand the meaning of the following terms. The definition of many terms determines your benefit eligibility.

Accidental Injury — A bodily injury caused solely by external, traumatic, and unforeseen means. Accidental Injury does not include disease or infection, hernia or cerebral vascular accident. Dental injury caused by chewing, biting, or malocclusion is not considered an Accidental Injury.

Acupuncture — The use of needles inserted into the human body for the prevention, cure, or correction of any disease, illness, injury, pain, or other condition.

Adjustment Factor — The percentage by which the Medicare Allowable amount is multiplied in order to arrive at the “Noncontracting Allowable Amount.” (See definition of “Covered Charge.”) Adjustment Factors will be evaluated and updated no less than every two years.

Administrative Services Agreement — A contract for health care services which by its terms limits eligibility to Members of a specified group. The Administrative Services Agreement includes the Benefit Program Application and may include coverage for family members.

Admission — The period of time between the dates when a patient enters a Facility as an inpatient and is discharged as an inpatient. (If you are an inpatient at the time your coverage either begins or ends, benefits for the Admission will be available only for those Covered Services received on and after your Effective Date of Coverage or those received before your termination date.)

Adverse Determination — A decision made either pre-service or post-service by BCBSNM that a health care service requested by a Provider or Member has been reviewed and based upon the information available does not meet the requirements for coverage or Medical Necessity and the requested health care service is either denied, reduced, or terminated.

Alcohol Abuse — Conditions defined by patterns of usage that continue despite occupational, social, marital, or physical problems related to compulsive use of alcohol. Alcohol Abuse may also be defined by significant risk of severe withdrawal symptoms if the use of alcohol is discontinued.

Alcohol Abuse Treatment Facility, Alcohol Abuse Treatment Program — An appropriately Licensed Provider of Medical Detoxification and rehabilitation treatment for Alcohol Abuse.

Ambulance — A specially designed and equipped vehicle used **only** for transporting the sick and injured. It must have customary safety and lifesaving equipment such as first-aid supplies and oxygen equipment. The vehicle must be operated by trained personnel and licensed as an Ambulance.

Ambulatory Surgical Facility — An appropriately Licensed Provider, with an organized staff of Physicians, that meets all of the following criteria:

- has permanent Facilities and equipment for the primary purpose of performing surgical procedures on an outpatient basis; *and*
- provides treatment by or under the supervision of Physicians and nursing services whenever the patient is in the Facility; *and*
- does not provide inpatient accommodations; *and*
- is not a Facility used primarily as an office or clinic for the private practice of a Physician or Other Provider.

Appliance — A device used to provide a functional or therapeutic effect.

Applied Behavioral Analysis (ABA) — Services that include behavior modification training programs that are based on the theory that behavior is learned through interaction between an individual and the environment. The goal

of behavior management is to reinforce and increase desirable, functional behaviors while reducing undesirable, “maladaptive” behaviors.

Autism Spectrum Disorder — A condition that meets the diagnostic criteria for the pervasive developmental disorders published in the *Diagnostic and Statistical Manual of Mental Disorders*, fourth edition, text revision, also known as *DSM-IV-TR*, published by the American Psychiatric Association, including autistic disorder; Asperger's disorder; pervasive development disorder not otherwise specified; Rhett's disorder; and childhood integrative disorder.

Benefit Booklet — This document or evidence of coverage issued to you along with your separately issued *Summary of Benefits*, explains the benefits, limitations, exclusions, terms, and conditions of your health coverage.

Benefit Program Application (BPA) — The application for coverage completed by the employer (or association representative).

Blue Access for Members (BAM) — On-line programs and tools that BCBSNM offers its Members to help track Claims payments, make health care choices, and reduce health care costs. For details, see *Section 1: How To Use This Benefit Booklet*.

BlueCard — BlueCard is a national program that enables Members of one Blue company to obtain healthcare services while traveling or living in another Blue company's Service Area. The program links Participating Health Care Providers with the independent Blue companies across the country and in more than 200 countries and territories worldwide, through a single electronic network for Claims processing and reimbursement.

BlueCard Access — The term used by Blue Cross and Blue Shield companies for national Doctor and Hospital finder resources available through the Blue Cross and Blue Shield Association. These Provider location tools are useful when you need covered health care outside New Mexico. Call BlueCard Access at 1 (800) 810-BLUE (2583) or visit the BlueCard Doctor and Hospital Finder at www.bcbsnm.com

Blue Cross and Blue Shield of New Mexico — A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association; also referred to as BCBSNM.

Calendar Year — A Calendar Year (also known as a benefit period) is a period of one year that begins on January 1 and ends on December 31 of the same year (also referred to as Calendar Year). The initial Calendar Year benefit period is from a Member's Effective Date of Coverage and ends on December 31, which may be less than 12 months.

Cancer Clinical Trial — A course of treatment provided to a patient for the prevention of reoccurrence, early detection or treatment of cancer for which standard cancer treatment has not been effective or does not exist. It does not include trials designed to test toxicity or disease pathophysiology, but must have a therapeutic intent and be provided as part of a study being conducted in a Cancer Clinical Trial in New Mexico. The scientific study must have been approved by an institutional review board that has an active federal-wide assurance of protection for human subjects and include all of the following: specific goals, a rationale and background for the study, criteria for patient selection, specific direction for administering the therapy or intervention and for monitoring patients, a definition of quantitative measures for determining treatment response, methods for documenting and treating adverse reactions, and a reasonable expectation based on clinical or pre-clinical data, that the treatment will be at least as effective as standard cancer treatment. The trial must have been approved by a United States federal agency or by a qualified research entity that meets the criteria established by the federal National Institutes of Health for grant eligibility.

Cardiac Rehabilitation — An individualized, supervised physical reconditioning exercise session lasting 4-12 weeks. Also includes education on nutrition and heart disease.

Certified Nurse-Midwife — A person who is licensed by the Board of Nursing as a Registered Nurse and who is licensed by the New Mexico Department of Health (or appropriate state regulatory body) as a Certified Nurse-Midwife.

Certified Nurse Practitioner — A Registered Nurse whose qualifications are endorsed by the Board of Nursing for expanded practice as a Certified Nurse Practitioner and whose name and pertinent information is entered on the list of Certified Nurse Practitioners maintained by the Board of Nursing.

Cessation Counseling — As applied to the “smoking/tobacco use cessation” benefit described in *Section 5: Covered Services*, under “Preventive Services,” Cessation Counseling means a program, including individual, group, or proactive telephone quit line, that:

- is designed to build positive behavior change practices and provides counseling at a minimum on: establishment of reasons for quitting, understanding nicotine addiction, techniques for quitting, discussion of stages of change, overcoming the problems of quitting, including withdrawal symptoms, short-term goal setting, setting a quit date, relapse prevention information, and follow-up;
- operates under a written program outline that meets minimum requirements;
- employs counselors who have formal training and experience in tobacco cessation programming and are active in relevant continuing education activities; and
- uses a formal evaluation process, including mechanisms for data collection and measuring participant rate and impact of the program.

Chemical Dependency — Conditions defined by patterns of usage that continue despite occupational, marital, or physical problems that are related to compulsive use of alcohol, drugs or other substance. Chemical Dependency (also referred to as “substance abuse,” which includes Alcohol or Drug Abuse) may also be defined by significant risk of severe withdrawal symptoms if the use of alcohol, drugs, or other substance is discontinued.

Chemotherapy — Drug therapy administered as treatment for malignant conditions and diseases of certain body systems.

Child — See definition of “Eligible Family Member” in *Section 2: Enrollment and Termination Information*.

Chiropractic Services — Any service or supply administered by a Chiropractor acting within the scope of his/her licensure and according to the standards of Chiropractic Medicine in New Mexico or the state in which services are rendered.

Chiropractor — A person who is a Doctor of Chiropractic (D.C.) licensed by the appropriate governmental agency to practice Chiropractic Medicine.

Church Plan — That term as defined pursuant to Section 3(33) of the federal Employee Retirement Income Security Act of 1974.

Claim — The term “Claim,” as used in this document, refers only to post-service bills for services already received and sent to BCBSNM (or its designee) for benefit determination.

Claims Administrator — Blue Cross and Blue Shield of New Mexico (BCBSNM), which is the entity providing consulting services in connection with the operation of this benefit plan, including the processing and payment of claims and other such functions as agreed to from time to time by **The Group** and BCBSNM.

Clinical Psychologist — A person with a Doctoral degree in Clinical Psychology licensed or certified in accordance with the New Mexico Professional Psychologist Act or similar statute in another state.

Coinsurance — A percentage of Covered Charges that you are required to pay for a Covered Service. For Covered Services that are subject to Coinsurance, you pay the percentage (indicated on the *Summary of Benefits*) of BCBSNM's Covered Charge after the Deductible (if any) has been met.

Contracted Provider — A Provider that has a contract with BCBSNM or another BCBS Plan to bill BCBSNM (or other BCBS Plan) directly and to accept this health plan's payment (provided in accordance with the provisions of the contract) plus the Member's share (Coinsurance, Deductibles, Copayments, etc.) as payment in full for Covered Services. Also see “Network Provider (In-Network Provider),” in this section.

Copayment — The fixed-dollar amount (or, in some cases, a percentage) that you must pay to a Health Care Provider upfront in order to receive a specific service or benefit covered under this Plan. Copayments are listed on the *Summary of Benefits*.

Cosmetic — See the “Cosmetic Services” exclusion in *Section 6: General Limitations and Exclusions*.

Cost Effective — A procedure, service, or supply that is an economically efficient use of resources with respect to cost, relative to the benefits and harms associated with the procedure, service, or supply. When determining cost effectiveness, the situation and characteristics of the individual patient are considered.

Covered Charge — The amount that BCBSNM allows for Covered Services using a variety of pricing methods and based on generally accepted Claim coding rules. The Covered Charge for services from “Contracted Providers” is the amount the Provider, by contract with BCBSNM (or another entity, such as another BCBS Plan), will accept as payment in full under this health plan. For information about pricing of Noncontracted Provider claims, see “Pricing of Noncontracted Provider Claims” in *Section 8: Claim Payments and Appeals*.

Noncontracting Allowable Amount — The maximum amount, not to exceed billed charges, that will be allowed for a Covered Service received from a Noncontracted Provider in most cases. The BCBSNM Noncontracting Allowable Amount is based on the **Medicare Allowable** amount for a particular service, which is determined by the Centers for Medicaid and Medicare Services (CMS).

Medicare Allowable — The amount allowed by CMS for Medicare-Participating Provider services, which is also used as a base for calculating Noncontracted Provider claims payments for some Covered Services of Noncontracted Providers under this health plan. The Medicare Allowable amount will not include any additional payments that are not directly tied to a specific claim, for example, medical education payments. If Medicare is primary over this health plan, and has paid for a service, the Covered Charge under this health plan may be one of the two following amounts:

Medicare-Approved Amount — The Medicare fee schedule amount upon which Medicare bases its payments. When Medicare is the primary carrier, it is the amount used to calculate secondary benefits under this health plan when no “Medicare limiting charge” is available. The Medicare-approved amount may be less than the billed charge.

Medicare Limiting Charge — As determined by Medicare, the limit on the amount that a Nonparticipating Provider can charge a Medicare beneficiary for some services. When Medicare is the primary carrier and a limiting charge has been calculated by Medicare, this is the amount used to determine your secondary benefits under this health plan. **Note:** Not all Medicare-Covered Services from Nonparticipating Providers are restricted by a Medicare limiting charge.

Covered Services — Those services and other items for which benefits are available under the terms of the benefit plan of an eligible plan Member.

Creditable Coverage — Health care coverage through an employment-based Group Health Care Plan; health insurance coverage; Part A or B of Title 18 of the Social Security Act (Medicare); Title 19 of the Social Security Act (Medicaid) except coverage consisting solely of benefits pursuant to section 1928 of that title; 10 USCA Chapter 55 (military benefits); a medical care program of the Indian Health Service or of an Indian nation, tribe, or pueblo; the NM Medical Insurance Pool (NMMIP) Act, or similar state sponsored health insurance pool; a health plan offered pursuant to 5 USCA Chapter 89; a public health plan as defined in federal regulations, whether foreign or domestic; any coverage provided by a governmental entity, whether or not insured, a State Children's Health Insurance Program; or a health benefit plan offered pursuant to section 5(e) of the federal Peace Corps Act.

Custodial Care Services — Any service primarily for personal comfort or convenience that provides general maintenance, preventive, and/or protective care without any clinical likelihood of improvement of your condition. Custodial care includes those services which do not require the technical skills, professional training and clinical assessment ability of medical and/or nursing personnel in order to be safely and effectively performed. These services can be safely provided by trained or capable non-professional personnel, are to assist with routine medical needs (e.g., simple care and dressings, administration of routine medications, etc.), and are to assist with activities of daily living (e.g., bathing, eating, dressing, etc.).

Cytological Screening — A papanicolaou test or liquid-based cervical cytopathology, a human papillomavirus test, and a pelvic exam for symptomatic, as well as, asymptomatic female patients.

Deductible — The amount of Covered Charges that you must pay in a Calendar Year before this Plan begins to pay its share of Covered Charges you incur during the same benefit period. If the Deductible amount remains the same during the Calendar Year, you pay it only once each Calendar Year and it applies to all Covered Services you receive during that Calendar Year.

Dental-Related Services — Services performed for treatment or conditions related to the teeth or structures supporting the teeth.

Dentist, Oral Surgeon — A Doctor of Dental Surgery (D.D.S.) or Doctor of Medical Dentistry (D.M.D.) who is licensed to practice prevention, diagnosis, and treatment of diseases, Accidental Injuries and malformation of the teeth, jaws, and mouth.

Diagnostic Services — Procedures such as laboratory and pathology tests, x-ray services, EKGs and EEGs that do not require the use of an operating or recovery room and that are ordered by a Provider to determine a condition or disease.

Dialysis — The treatment of a kidney ailment during which impurities are mechanically removed from the body with Dialysis equipment.

Doctor of Oriental Medicine — A person who is a Doctor of Oriental Medicine (D.O.M.) licensed by the appropriate governmental agency to practice Acupuncture and Oriental Medicine.

Domestic Partner—A person of the same or opposite sex who meets all the following criteria:

- shares your permanent residence and has resided with you for no less than one year;
- is not less than 18 years of age;
- is financially interdependent with you and has proven such interdependence by providing documentation of at least two of the following arrangements: common ownership of real property or a common leasehold interest in such property; community ownership of a motor vehicle; a joint bank account or a joint credit account; designation as a beneficiary for life insurance or retirement benefits or under your partner's will; assignment of a durable power of attorney or health care power of attorney; or such other proof as is sufficient to establish financial interdependency under the circumstances of your particular case;
- is not a blood relative any closer than would prohibit legal marriage; and
- has signed jointly with you, a notarized affidavit which can be made available to BCBSNM on request.
- In addition, you and your Domestic Partner will meet the terms of this definition as long as neither you nor your Domestic Partner:
- has signed a Domestic Partner affidavit or declaration with any other person within 12 months prior to designating each other as Domestic Partners hereunder;
- is currently legally married to another person; or
- has any other Domestic Partner, spouse, or spouse equivalent of the same or opposite sex.

Drug Abuse — A condition defined by patterns of usage that continue despite occupational, marital, or physical problems related to compulsive use of drugs or other non-alcoholic substance. There may also be significant risk of severe withdrawal symptoms if the use of drugs is discontinued. Drug abuse does not include nicotine addiction or Alcohol Abuse.

Drug Abuse Treatment Facility— An appropriately Licensed Provider primarily engaged in detoxification and rehabilitation treatment for Chemical Dependency.

Durable Medical Equipment — Any equipment that can withstand repeated use, is made to serve a medical purpose, and is generally considered useless to a person who is not ill or injured.

Effective Date of Coverage — 12:01 a.m. of the date on which a member's coverage under this plan begins.

Eligible Child — The following family members of the Subscriber through the end of the month during which the child turns age 26:

- natural or legally adopted child of the Subscriber, Subscriber's spouse, or the Subscriber's Domestic Partner
- child placed in the Subscriber's home for purposes of adoption (including a child for whom the Subscriber, Subscriber's spouse, or the Subscriber's Domestic Partner is a party in a suit in which the adoption of the child by the Subscriber, Subscriber's spouse, or the Subscriber's Domestic Partner is being sought)
- stepchild of the Subscriber, Subscriber's spouse, or the Subscriber's Domestic Partner
- child for whom the Subscriber, Subscriber's spouse, or the Subscriber's Domestic Partner must provide coverage because of a court order or administrative order pursuant to state law

Eligible Family Members — See “Eligible Family Members” in *Section 2: Enrollment and Termination Information* for more information about Eligible Family Members.

Emergency, Emergency Care — Medical or surgical procedures, treatments, or services delivered after the sudden onset of what reasonably appears to be a medical Mental Disorder or Chemical Dependency condition with symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a reasonable layperson to result in jeopardy to his/her health; serious impairment of bodily functions; serious dysfunction of any bodily organ or part, or disfigurement. In addition, services must be received in an Emergency room, trauma center, or Ambulance to qualify as an Emergency. Examples of Emergency conditions include, but are not limited to: heart attack or suspected heart attack, coma, loss of respiration, stroke, acute appendicitis, severe allergic reaction, or poisoning.

Employee Probationary Period — The number of months or days of continuous employment beginning with the employee's most recent date of hire and ending on the date the employee first becomes eligible for coverage under the employer's group. Your employer determines the length of the Probationary Period.

Enteral Nutritional Products — A product designed to provide calories, protein, and essential micronutrients by the enteral route (i.e., by the gastrointestinal tract, which includes the stomach and small intestine only).

Experimental, Investigational or Unproven — Any treatment, procedure, Facility, equipment, drug, device, or supply that is not accepted as standard medical practice in the state where services are provided. In addition, if a federal or other governmental agency approval is required for use of any items and such approval was not granted at the time services were administered, the service is experimental. To be considered standard medical practice and not Experimental or Investigational, treatment must meet all five of the following criteria:

- a technology must have final approval from the appropriate regulatory government bodies; however, approval by a governmental or regulatory agency will be taken into consideration by BCBSNM in assessing Experimental/Investigational status of a drug, device, biological product, supply and equipment for medical treatment or procedure but will not be determinative;
- the scientific evidence as published in peer-reviewed literature must permit conclusions concerning the effect of the technology on health outcomes;
- the technology must improve the net health outcome;
- the technology must be as beneficial as any established alternatives; and
- the improvement must be attainable outside the investigational settings.

Facility — A Hospital (see “Hospital” later in this section) or other institution (also, see “Provider” later in this section).

Genetic Inborn Error of Metabolism — A rare, inherited disorder that is present at birth; if untreated, results in mental retardation or death, and requires that the affected person consume Special Medical Foods.

Governmental Plan — That term as defined in Section 3(32) of the federal Employee Retirement Income Security Act of 1974 and includes a federal Governmental Plan (a Governmental Plan established or maintained for its employees by the United States government or an instrumentality of that government).

Group — A bonafide employer covering employees of such employer for the benefit of persons other than the employer; or an association, including a labor union, that has a constitution and bylaws and is organized and maintained in good faith for purposes other than that of obtaining insurance.

Group Health Care Plan — An employee welfare benefit plan as defined in Section 3(1) of the federal Employee Retirement Income Security Act of 1974 to the extent that the plan provides medical care and includes items and services paid for as medical care (directly or through insurance, reimbursement, or otherwise) to employees or their Eligible Family Members (as defined under the terms of the Plan).

Habilitative Services — Treatment programs that are necessary to: 1) develop, 2) maintain, and 3) restore to the maximum extent practicable the functioning of an individual. All three conditions must be met in order to be considered habilitative.

Health Care Facility — An institution providing health care services, including a Hospital or other licensed inpatient center, an ambulatory surgical or Residential Treatment Center, a Skilled Nursing Facility, a Residential Treatment Center, a Home Health Care Agency, a diagnostic laboratory or imaging center, and a rehabilitation or other therapeutic health setting.

Home Health Care Agency — An appropriately Licensed Provider that both:

- brings Skilled Nursing Care and other services on an intermittent, visiting basis into your home in accordance with the licensing regulations for Home Health Care Agencies in New Mexico or in the state where the services are provided; *and*
- is responsible for supervising the delivery of these services under a plan prescribed and approved in writing by the attending Physician.

Home Health Care Services — Covered services, as listed under “Home Health Care/Home I.V. Services” in *Section 5: Covered Services*, that are provided in the home according to a treatment plan by a certified Home Health Care Agency under active Physician and nursing management. Registered Nurses must coordinate the services on behalf of the Home Health Care Agency and the patient's Physician.

Hospice — A licensed program providing care and support to Terminally III Patients and their families. An approved Hospice must be licensed when required, Medicare-certified as, or accredited by, the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), as a Hospice.

Hospice Benefit Period — The period of time during which Hospice benefits are available. It begins on the date the attending Physician certifies that the Member is terminally ill and ends **six months** after the period began (or upon the Member's death, if sooner). The Hospice Benefit Period must begin while the Member is covered for these benefits, and coverage must be maintained throughout the Hospice Benefit Period.

Hospice Care — An alternative way of caring for Terminally III Patients in the home or institutional setting, which stresses controlling pain and relieving symptoms but does not cure. Supportive services are offered to the family before the death of the patient.

Hospital — A health institution offering Facilities, beds, and continuous services 24 hours a day, 7 days a week. The Hospital must meet all licensing and certification requirements of local and state regulatory agencies. Services provided include:

- diagnosis and treatment of illness, injury, deformity, abnormality or pregnancy
- clinical laboratory, diagnostic x-ray, and definitive medical treatment provided by an organized medical staff within the institution
- Treatment Facilities for Emergency Care and Surgical Services either within the institution or through a contractual arrangement with another licensed Hospital (These contracted services must be documented by a well-defined plan and related to community needs.)

Host Blue — When you are outside New Mexico and receive Covered Services, the Provider will submit claims to the Blue Cross Blue Shield (BCBS) Plan in that state. That BCBS Plan (the “Host Blue” Plan) will then price the claim according to local practice and contracting, if applicable, and then forward the claim electronically to BCBSNM - your “Home” Plan - for completion of processing (e.g., benefits and eligibility determination). For details, see “BlueCard” in *Section 8: Claims Payments and Appeals*.

Identification Card (ID Card) — The card BCBSNM issues to the Subscriber that identifies the cardholder as a Plan Member.

Initial Enrollment Eligibility Date — A Member's Effective Date of Coverage or the first day of any Employee Probationary Period imposed on the Member by the employer, whichever is earlier. For a Late Applicant or for a person applying under a Special Enrollment provision, the Initial Enrollment Eligibility Date is his/her Effective Date of Coverage.

Inpatient Services — Care provided while you are confined as an inpatient in a Hospital or treatment center for at least 24 hours. Inpatient care includes partial hospitalization (a nonresidential program that includes from 5-12 hours of continuous Mental Disorder or Chemical Dependency care during any 24-hour period in a Treatment Facility).

Intensive Outpatient Program (IOP) — Distinct levels or phases of treatment that are provided by a certified/licensed Chemical Dependency or Mental Disorder program. IOPs provide a combination of individual, family, and/or group therapy in a day, totaling nine or more hours in a week.

Investigational Drug or Device — For purposes of the “Cancer Clinical Trial” benefit described in *Section 5: Covered Services* under “Rehabilitation and Other Therapy,” an “Investigational Drug or Device” means a drug or device that has not been approved by the federal Food and Drug Administration.

Involuntary Loss of Coverage — As applied to Special Enrollment provisions, loss of other coverage due to legal separation, divorce, death, moving out of a Service Area, termination of employment, reduction in hours or termination of employer contributions (even if the affected Member continues such coverage by paying the amount previously paid by the employer). A loss of coverage may also occur if your employer ceased offering coverage to the particular class of workers or similarly situated individuals to which you belonged or terminated your benefit package option and no substitute Plan was offered. If the Member is covered under a state or federal continuation policy due to prior employment, Involuntary Loss of Coverage includes exhaustion of the maximum continuation time period. Involuntary Loss of Coverage does not include a loss of coverage due to the failure of the individual or Member to pay premiums on a timely basis or termination of coverage for good cause.

Late Applicant — Unless eligible for a Special Enrollment, applications from the following enrollees will be considered late:

- anyone not enrolled **within 31 days** of becoming eligible for coverage under this Health Care Plan (e.g., a child added **more than 31 days** after legal adoption, a new spouse or stepchild added more than 31 days after marriage)
- anyone enrolling on the group's initial BCBSNM enrollment date who was not covered under the group's prior plan (but who was eligible for such coverage)
- anyone eligible but not enrolled during the group's initial enrollment
- anyone who voluntarily terminates his/her coverage and applies for reinstatement of such coverage at a later date (except as provided under the USERRA of 1994)

Licensed Midwife — A person who practices lay midwifery and is registered as a Licensed Midwife by the New Mexico Department of Health (or appropriate state regulatory body).

Licensed Practical Nurse (L.P.N.) — A nurse who has graduated from a formal practical nursing education program and is licensed by appropriate state authority.

Managed Health Care Plans — A “Managed Health Care Plan” is a health plan that requires a Member to use, or encourages a Member to use, a “network” Provider (your Provider network is determined by the type of health plan you have). Your health plan may require you to use network Providers in order to receive benefits. Your health plan may provide a higher level of benefit for In-Network services. Therefore, your choice of Provider under a Managed Health Care Plan determines the amount and kind of **benefits** you receive under your Health Care Plan. **Your BCBSNM health plan does not prevent you from choosing to receive services from a Provider outside the network.** The choice of Provider is still up to you - but the health plan is not obligated to provide benefits for every service you seek to receive. You may receive no benefits or reduced benefits for services received outside the network. Check *Section 3: How Your Plan Works* and your *Summary of Benefits* to find out what your benefits are In-Network and Out-of-Network.

Maternity — Any condition that is related to pregnancy. Maternity care includes prenatal and postnatal care and care for the complications of pregnancy, such as ectopic pregnancy, spontaneous abortion (miscarriage), or C-section. See “Maternity/Reproductive Services and Newborn Care” in *Section 5: Covered Services* for more information.

Medicaid — A state-funded program that provides medical care for indigent persons, as established under Title XIV of the Social Security Act of 1965, as amended.

Medical Detoxification — Treatment in an Acute Care Facility for withdrawal from the physiological effects of Alcohol or Drug Abuse. (Detoxification usually takes about three days in an Acute Care Facility.)

Medical Policy — A coverage position developed by BCBSNM that summarizes the scientific knowledge currently available concerning new or existing technology, products, devices, procedures, treatment, services, supplies, or drugs and used by BCBSNM to adjudicate claims and provide benefits for covered Services. Medical policies are posted on the BCBSNM website for review or copies of specific medical policies may be requested in writing from a Customer Service Advocate.

Medical Supplies — Expendable items (except Prescription Drugs) ordered by a Physician or other Professional Provider, that are required for the treatment of an illness or Accidental Injury.

Medically Necessary, Medical Necessity — See “Medically Necessary Services” in *Section 5: Covered Services*.

Medicare — The program of health care for the aged, end-stage renal disease (ESRD) patients and disabled persons established by Title XVIII of the Social Security Act of 1965, as amended.

Member — An enrollee (the Subscriber or any Eligible Family Member) who is enrolled for coverage and entitled to receive benefits under this Plan in accordance with the terms of the Administrative Service Agreement. Throughout this Benefit Booklet, the terms “you” and “your” refer to each Member.

Mental Disorder — A clinically significant behavioral or psychological syndrome or condition that causes distress and disability and for which improvement can be expected with relatively short-term treatment. Mental Disorder does not include developmental disabilities, Autism or Autism Spectrum Disorders, drug or Alcohol Abuse, or learning disabilities.

Morbid Obesity — A serious health condition that can interfere with a person's basic physical functions such as breathing or walking and that meets the following criteria with respect to such person's weight and/or health:

- a body mass index (BMI) equal to or greater than 40 kg/meters²;
- a BMI equal to or greater than 35kg/meters² with at least one (1) of the following clinically significant -related diseases or complications that are not controlled by best practice medical management: hypertension, dyslipidemia, diabetes mellitus, coronary heart disease, sleep apnea, or osteoarthritis.

Network Provider (In-Network Provider) — A Contracted Provider that has agreed to provide services to Members in your *specific* type of health plan (e.g., PPO, etc.).

Network Service Area — The geographic area designated by BCBSNM, within which the benefits of this Plan are available to Members. This plan accepts Members if they reside, live or work in the geographic Network Service Area. A Member may call the Customer Service Department at the number shown on the back of the Identification Card (ID) or visit the website at www.bcbsnm.com to determine if he/she is in the Network Service Area.

Noncontracted Provider — A Provider that does not have any contract with BCBSNM, either directly or indirectly (for example, through another BCBS Plan), to accept the Covered Charge as payment in full under your health plan.

Noncontracting Allowable Amount — See definition of “Covered Charge” earlier in this section.

Nonparticipating Provider — An appropriately licensed Health Care Provider that has not Contracted directly or indirectly, for the service being provided, with BCBSNM. See the *Summary of Benefits* for those services that are not covered if received from a Nonpreferred Provider (all Nonparticipating Providers are also Nonpreferred Providers).

Nonpreferred Provider — Providers that have not contracted with BCBSNM, either directly or indirectly (for example, through another BCBS Plan). These Providers may have “participating-only” or “HMO” Provider agreements, but are **not** considered “Preferred” Providers and are **not** eligible for Preferred Provider coverage under

your health plan -unless listed as an exception under “Benefit Level Exceptions” earlier in the booklet. **Note: See the *Summary of Benefits for those services that are not covered if received from a Nonpreferred Provider.***

Occupational Therapist — A person registered to practice Occupational Therapy. An Occupational Therapist treats neuromuscular and psychological dysfunction caused by disease, trauma, congenital anomaly or prior therapeutic process through the use of specific tasks or goal-directed activities designed to improve functional performance of the patient.

Occupational Therapy — The use of rehabilitative techniques to improve a patient's functional ability to perform activities of daily living.

Optometrist — A Doctor of Optometry (O.D.) licensed to examine and test eyes and treat visual defects by prescribing and adapting corrective lenses and other optical aids.

Orthopedic Appliance — An individualized rigid or semi-rigid support that eliminates, restricts, or supports motion of a weak, injured, deformed, or diseased body part; for example, functional hand or leg brace, Milwaukee brace, or fracture brace.

Other Valid Coverage — All other Group and individual (or direct-pay) insurance policies or health care benefit plans (including Medicare, but excluding Indian Health Service and Medicaid coverages), that provide payments for medical services will be considered Other Valid Coverage for purposes of coordinating benefits under this Plan.

Other Providers — Clinical Psychologists and the following masters-degreed psychotherapists (an independently licensed Professional Provider with either an M.A. or M.S. degree in psychology or counseling): Licensed Independent Social Workers (L.I.S.W.); Licensed Professional Clinical Mental Health Counselors (L.P.C.C.); masters-level Registered Nurse Certified in Psychiatric Counseling (R.N.C.S.); Licensed Marriage and Family Therapist (L.M.F.T.). For Chemical Dependency services, a Provider also includes a Licensed Alcohol and Drug Abuse Counselor (L.A.D.A.C.).

Out-of-Pocket Limit — The maximum amount of Deductible, Coinsurance, and/or Copayments that you pay for most Covered Services in a Calendar Year. After an Out-of-Pocket Limit is reached, this Plan pays **100 percent** of most of your Preferred or Nonpreferred Provider Covered Charges for the rest of that Calendar Year, not to exceed any benefit limits.

Outpatient Services — Medical/Surgical Services received in the outpatient department of a Hospital, observation room, Emergency room, Ambulatory Surgical Facility, freestanding Dialysis Facility, or other covered outpatient Treatment Facility.

Outpatient Surgery — Any Surgical Services that is performed in an Ambulatory Surgical Facility or the outpatient department of a Hospital, but **not** including a procedure performed in an office or clinic. Outpatient Surgery includes any procedure that requires the use of an Ambulatory Surgical Facility or an outpatient Hospital operating or recovery room.

Participating Pharmacy — See the definition of “Provider.”

Participating Provider — Any Provider that, for the service being provided, contracts with BCBSNM, a BCBSNM contractor or subcontractor, another Blue Cross and Blue Shield (BCBS) Plan or the national BCBS Transplant network. Your “Preferred” Provider may have two agreements with the local BCBS Plan — a Preferred Provider contract and another “Participating” Provider contract. Providers that have only the Participating Provider contract are **not** considered Preferred Providers. See definition of “Provider.”

Pharmacy-Related Definitions — The definitions below are specifically related to Pharmacy services.

Brand-Name Drug — A drug or product manufactured by a single manufacturer as defined by a nationally recognized Provider of drug product database information. There may be some cases where two manufacturers will produce the same product under one license, known as a co-licensed product, which would also be considered as a Brand-Name Drug. There may also be situations where a drug's classification changes from Generic to Preferred or Nonpreferred Brand-Name due to a change in the market resulting in the Generic Drug being a single source, or the drug product database information changing, which would also result in a corresponding change to your payment obligations from Generic to Preferred or Nonpreferred Brand-Name.

Coinsurance — A **percentage** amount paid by you for each covered Specialty Pharmacy prescription order filled through a designated Specialty Pharmacy Provider.

Copayment (or “Copay”) — The maximum fixed-dollar amount you pay for each covered prescription order filled or refilled or a covered supply purchased through a Retail Pharmacy or designated Mail-Order service vendor under this drug plan.

Deductible - The annual Deductible described in your benefits plan that applied to the drug portion of the health benefits plan described. This Deductible is the maximum amount of Covered Charges you must pay in a Calendar Year under your benefits plan, including covered Pharmacy prescription charges for order filled or refilled, or for covered supplies purchases through a Retail Pharmacy, Specialty Pharmacy Provider or designated Mail-Order service vendor, before your benefits plan begins to pay its share of covered Pharmacy prescription charges you incur during the same Calendar Year under this plan. If the Deductible amount remains the same during the Calendar Year, you pay it only once each Calendar Year, and its applied to all Covered Charges that are subject to hits Deductible and to Copayment that you receive during that Calendar Year charges under this plan.

Drug List — A list of non-Specialty Prescription Drugs and Specialty Drugs preferred for use by BCBSNM for Pharmacy benefits under BCBSNM health plans. (Specialty Drugs are also listed on the separate Specialty Drug List). The drugs on the Drug List have been selected to provide coverage for a broad range of diseases. Each drug listed shows to which tiered category it belongs under your 5-tier drug plan: tier 1 for Generic Drugs; tier 2 for Preferred Brand-Name Drugs; tier 3 for Nonpreferred Brand-Name Drugs; tier 4 for Preferred Specialty Drugs; and tier 5 for Nonpreferred Specialty Drugs. How your cost for a covered Prescription Drug is determined, in accordance with the applicable tier to which it belongs, is described in the “Member Copayment and Coinsurance” section of this rider. Brand-Name Drugs may be included on the Drug List when a Generic Drug is not available to treat a specific medical condition or the Brand-Name Drug offers a significant advantage over available Generic Drugs as determined by BCBSNM. The Drug List is developed using information from the American Medical Association, Academy of Managed Care Pharmacies, and other Pharmacy- and medical-related organizations. The Drug List is subject to periodic review and change by BCBSNM; a copy of it is available on the BCBSNM web site at www.bcbsnm.com. You may also contact a customer service advocate, and BCBSNM-Contracted Providers may contract their network representative, for a copy.

Enteral Nutritional Products — A product designed to provide calories, protein, and essential micronutrients by the enteral route (i.e., by the gastrointestinal tract, which includes the stomach and small intestine only).

Generic Drug — A drug that has the same active ingredient as a Brand-Name Drug and is allowed to be produced after the Brand-Name Drug's patent has expired. In determining the Brand or Generic classification for covered drugs, BCBSNM uses the Generic/Brand status assigned by a nationally recognized Provider of drug product database information. A list of Preferred Generic Drugs is available on the BCBSNM web site at www.bcbsnm.com. You may also contact a customer service advocate for more information.

Genetic Inborn Errors of Metabolism — A rare, inherited disorder that is present at birth; if untreated, results in mental retardation or death, and required that the affected person consume Special Medical Foods.

Legend Drugs — Drugs, biologicals, or compounded prescription which are required by law to have a label stating “Caution: Federal Law Prohibits Dispensing without a Prescription,” and which are approved by the FDA for a particular use or purpose.

Nonpreferred Brand-Name Drug — A covered non-Specialty Brand-Name Prescription Drug product or other item that is not identified on the *Preferred Drug List*. See “Specialty Drugs,” below if the drug is listed on the *Specialty Drug List*.

Nonpreferred Specialty Drug — A covered Specialty Drug product that does not appear on the Drug List. Specialty Drugs that do not appear on the Drug List are subject to the Nonpreferred Specialty Drug payment level. The Drug List is available by accessing the website at www.bcbsnm.com.

Pharmacy — A state and federally licensed establishment where the practice of Pharmacy occurs, that is physically separate and apart from any Provider's office, and where drugs and devices are dispensed under prescription orders to the general public by a pharmacist licensed to dispense such drugs and devices under the law of the state in which he/she practices.

Pharmacy Benefit Manager — An entity with which BCBSNM has entered into one or more agreements for the provision of, and payment for Prescription Drug benefits to all persons entitled to Prescription Drug benefits under individual certificates, group health insurance policies and contracts to which BCBSNM is a party, including the

benefits plan to which this drug plan. (For more information, see section entitled BCBSNM's Separate Financial Arrangements with "Pharmacy Benefits Managers.")

Preferred Brand-Name Drug — A covered non-Specialty Brand-Name Prescription Drug product or other item that is identified on the *Preferred Drug List*.

Preferred Specialty Drug — A covered Specialty Drug which appears on the applicable Drug List as Preferred Specialty Drug. The Drug List is available by accessing the website at www.bcbsnm.com.

Prescription Drugs, Medicines and Devices — Those that are taken at the direction and under the supervision of a Provider, that require a prescription before being dispensed, and are labeled as such on their packages. All Prescription Drugs, Medicines and Devices must be approved by the FDA, and must not be experimental, investigational, or unproven. (See "Experimental, Investigational, or Unproven Service" in *Section 6: General Limitations and Exclusions*.)

Special Medical Foods — Nutritional substances in any form that are consumed or administered internally under the supervision of a Physician, specially processed or formulated to be distinct in one or more nutrients present in natural foods; intended for the medical and nutritional management of patients with limited capacity to metabolize ordinary foodstuffs or certain nutrients contained in ordinary foodstuffs or who have other specific nutrient requirements as established by medical evaluation; and essential to optimize growth, health, and metabolic homeostasis. Special Medical Foods are covered only when prescribed by a Physician for treatment of genetic errors of metabolism, and the Member is under the Physician's ongoing care. Special Medical Foods are not for use by the general public and may not be available in stores or supermarkets. Special Medical Foods are not those foods included in a healthy diet intended to decrease the risk of disease, such as reduced-fat foods, low sodium foods, or weight loss products.

Specialty Drugs — Prescription Drugs that: a) are high cost, b) are used in limited patient populations or indications, c) are typically self-injected, d) have limited availability, require special dispensing or delivery, and/or patient support is required and, therefore, are difficult to obtain via traditional Pharmacy channels, and/or e) require complex reimbursement procedures. These drugs must be purchased through the designated BCBSNM Specialty Pharmacy Provider in order to be covered. Specialty Drugs are subject to the Tier 4 and 5 Copayment level; see "Member Copayments and Coinsurance":

Specialty Drug List — A list of the names of Specialty Drugs indicating must be purchased through BCBSNM's Specialty Pharmacy Provider. The *Specialty Drug List* is subject to periodic review and change by BCBSNM. If you need a list of Specialty Drugs, request it from a Customer Service Advocate or visit the BCBSNM website at www.bcbsnm.com.

Physical Therapist — A licensed Physical Therapist. Where there is no licensure law, the Physical Therapist must be certified by the appropriate professional body. A Physical Therapist treats disease or Accidental Injury by physical and mechanical means (regulated exercise, water, light, or heat).

Physical Therapy — The use of physical agents to treat disability resulting from disease or injury. Physical agents include heat, cold, electrical currents, ultrasound, ultraviolet radiation, and therapeutic exercise.

Physician — See definition of "Provider," below.

Physician Assistant — A graduate of a Physician Assistant or surgeon assistant program approved by a nationally recognized accreditation body or a skilled person who is currently certified by the National Commission on Certification of Physician Assistants, who is licensed in the state of New Mexico (or by the appropriate state regulatory body) to practice medicine under the supervision of a licensed Physician.

Podiatrist — A Licensed Doctor of Podiatric Medicine (D.P.M.). A Podiatrist treats conditions of the feet.

Post Service Medical Necessity Review — A review, sometimes referred to as a retrospective review or Post-Service claims request, is the process of determining coverage after treatment has already occurred and is based on Medical Necessity guidelines.

Preferred Provider — See definition of “Provider,” below.

Pregnancy-Related Services — See definition of “Maternity,” earlier in the section.

Preventive Services — Professional services rendered for the early detection of asymptomatic illnesses or abnormalities and to prevent illness or other conditions.

Primary Preferred Provider (PPP) — See definition of “Provider.”

Prior Authorization — An advance confirmation to determine Medical Necessity, as may be required where permitted by law, for certain services to be eligible for benefits.

Probationary Period — The amount of time an employee must work before becoming eligible for any health care coverage offered by the employer sponsoring this plan. Your employer determines the length of the Probationary Period.

Prosthetics or Prosthetic Device — An externally attached or surgically implanted artificial substitute for an absent body part; for example, an artificial eye or limb.

Provider — A duly licensed Hospital, Physician, or other Practitioner of the healing arts authorized to furnish health care services within the scope of licensure.

Health Care Facility: An institution providing health care services, including a Hospital or other licensed inpatient center, an ambulatory surgical or treatment center, a Skilled Nursing Facility, a Residential Treatment Center, a Home Health Care Agency, a diagnostic laboratory or imaging center, and a rehabilitation or other therapeutic health setting.

Physician: A Practitioner of the healing arts who is also a Doctor of Medicine (M.D.) or Osteopathy (D.O.) and who is licensed to practice medicine under the laws of the state or jurisdiction where the services are provided.

Professional Provider: A Physician or Health Care Practitioner, including a pharmacist, who is licensed, certified, or otherwise authorized by the state to provide health care services consistent with state law.

A Provider may belong to one or more networks, but if you want to visit a network Provider, you must choose the Provider from the *appropriate* network:

PPP (Primary Preferred Provider): A Preferred Provider in one of the following medical specialties **only**: Family Practice; General Practice; Internal Medicine; Obstetrics/Gynecology; Gynecology; or Pediatrics. PPPs do **not** include Physicians specializing in any other fields such as Obstetrics only, Geriatrics, Pediatric Surgery or Pediatric Allergy.

PPO Specialist: A Practitioner of the healing arts who is in the Preferred Provider Network - but does not belong to one of the specialties defined above as being for a “Primary Preferred Provider” (or “PPP”). A specialist does not include Hospitals or other Treatment Facilities, Urgent Care Facilities, pharmacies, equipment suppliers, Ambulance companies, or similar ancillary Health Care Providers.

Participating Pharmacy: A Retail supplier that has contracted with BCBSNM or its authorized representatives to dispense Prescription Drugs and Medicines, insulin, diabetic supplies, and nutritional products to Members covered under the drug plan portion of this Plan and that has contractually accepted the terms and conditions as set forth by BCBSNM and/or its authorized representatives. Some Participating Pharmacies are contracted with BCBSNM to provide Specialty Drugs to Members; these pharmacies are called “Specialty Pharmacy Providers” and some drugs must be dispensed by these specially contracted Pharmacy Providers in order to be covered.

A Network Provider agrees to provide health care services to Members with an expectation of receiving payment (other than Coinsurance or Deductibles) directly or indirectly from BCBSNM (or other entity with whom the Provider

has contracted). A network Provider agrees to bill BCBSNM (or other contracting entity) directly and to accept this Plan's payment (provided in accordance with the provisions of the contract) plus the Member's share (Coinsurance, Deductibles, Copayments, etc.) as payment in full for Covered Services. BCBSNM (or other contracting entity) will pay the network Provider directly. BCBSNM (or other contracting entity) may add, change, or terminate specific network Providers at its discretion or recommend a specific Provider for specialized care as Medical Necessity warrants.

Psychiatric Hospital — A Psychiatric Facility licensed as an Acute Care Facility or a psychiatric unit in a medical Facility that is licensed as an Acute Care Facility. Services are provided by or under the supervision of an organized staff of Physicians. Continuous 24-hour nursing services are provided under the supervision of a Registered Nurse.

Pulmonary Rehabilitation — An individualized, supervised physical conditioning program. Occupational Therapists teach you how to pace yourself, conserve energy, and simplify tasks. Respiratory Therapists train you in bronchial hygiene, proper use of inhalers, and proper breathing.

Radiation Therapy — X-ray, radon, cobalt, betatron, telecobalt, and radioactive isotope treatment for malignant diseases and other medical conditions.

Recommended Clinical Review — An optional voluntary review of a Provider's recommended medical procedure, treatment or test, that does not require Prior Authorization, to make sure it meets approved Blue Cross and Blue Shield medical policy guidelines and Medical Necessity requirements.

Reconstructive Surgery — Reconstructive Surgery improves or restores bodily function to the level experienced before the event that necessitated the surgery, or in the case of a congenital defect, to a level considered normal. Such surgeries may have a coincidental cosmetic effect.

Registered Lay Midwife — Any person who practices lay midwifery and is registered as a lay midwife by the New Mexico Department of Health.

Registered Nurse (R.N.) — A nurse who has graduated from a formal program of nursing education (diploma school, associate degree or baccalaureate program) and is licensed by appropriate state authority.

Rehabilitation Hospital — An appropriately licensed Facility that provides rehabilitation care services on an inpatient basis. Rehabilitation care services consist of the combined use of a multidisciplinary team of physical, occupational, speech, and Respiratory Therapists, medical social workers, and rehabilitation nurses to enable patients disabled by illness or Accidental Injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians. Continuous nursing services are provided under the supervision of a Registered Nurse.

Rehabilitative Service — Including, but not limited to Speech Therapy, Physical Therapy and Occupational Therapy, Treatment, as determined by your Physician that must be limited to therapy which is expected to result in significant improvement in the conditions for which it is rendered, "Rehabilitative Services" must be expected to help a person regain, maintain or prevent deterioration of a skill or function that has been acquired but then lost or impaired due to illness, injury or disabling condition.

Residential Treatment Center — A Facility offering a defined course of therapeutic intervention and special programming in a controlled environment which also offers a degree of security, supervision, and structure and is licensed by the appropriate state and local authority to provide such service. It does not include half-way houses, supervised living, group homes, boarding houses, or other Facilities that provide primarily a supportive environment and address long-term social needs, even if counseling is provided in such Facilities. Patients in Residential Treatment Centers are medically monitored with 24-hour medical availability and 24-hour on-site nursing service for patients with mental illness and/or Chemical Dependency disorders.

Respiratory Therapist — A person qualified for employment in the field of respiratory therapy. A Respiratory Therapist assists patients with breathing problems.

Routine Newborn Care — Care of a child immediately following his/her birth that includes:

- routine Hospital nursery services, including alpha-fetoprotein IV screening
- routine medical care in the Hospital after delivery
- pediatrician
- services related to circumcision of a male newborn
- standby care at a C-section procedure

Routine Patient Care Cost — For purposes of the Cancer Clinical Trial benefit described under “Rehabilitation and Other Therapy” in *Section 5: Covered Services*, a “Routine Patient Care Cost” means a medical service or treatment that is covered under a health plan that would be covered if you were receiving standard cancer treatment, or an FDA-approved drug provided to you during a Cancer Clinical Trial, but only to the extent that the drug is not paid for by the manufacturer, distributor, or supplier of the drug. **Note:** For a covered Cancer Clinical Trial, it is not necessary for the FDA to approve the drug for use in treating your particular condition. A Routine Patient Care Cost does **not** include the cost of any Investigational Drug, Device or procedure, the cost of a non-health care service that you must receive as a result of your participation in the Cancer Clinical Trial, costs for managing the research, costs that would not be covered or that would not be rendered if non-investigational treatments were provided, or costs paid or not charged for by the trial Providers.

Routine Screening Colonoscopy/Mammogram — Tests to screen for occult colorectal and/or breast cancer in persons who, at the time of testing, are not known to have active cancer of the colon or breast, respectively. (If there is a history of colon or breast cancer, for the purposes of the “Preventive Services” benefit, a cancer is no longer active if there has been no treatment for it and no evidence of recurrence for the previous three years.) Routine screening tests are performed at defined intervals based on recommendations of national organizations as summarized in the BCBSNM Preventive Care Guidelines. Routine screening tests do not include tests (sometimes called “surveillance testing”) intended to monitor the current status or progression of a cancer that is already diagnosed.

Routine Screening Mammography does **not** include “diagnostic mammography” which is a Mammogram done after an abnormal finding has first been detected, or screening the opposite breast when the other breast has cancer. Routine colonoscopy does **not** include colonoscopy done for follow-up of colon cancer. A colonoscopy is still considered screening if, during the colonoscopy, **previously unknown** polyps were removed. Colonoscopies performed to remove **known** polyps are not Routine Screening Colonoscopies. Routine Screening Colonoscopy does not include upper endoscopy (esophagogastroduodenal endoscopy), sigmoidoscopy, or computerized tomographic colonography (sometimes referred to as “virtual colonoscopy”).

Note: BCBSNM Preventive Care Guidelines may be found at the BCBSNM website:

www.bcbsnm.com/health/know_your_numbers

Service Area — The geographic area where BCBSNM is licensed to conduct business (all counties in New Mexico).

Short-Term Rehabilitation — Inpatient, outpatient, office- and home-based occupational, physical, and Speech Therapy techniques that are Medically Necessary to restore and improve lost bodily functions following illness or Accidental Injury. (This does not include services provided as part of an approved Home Health or Hospice Admission, which are subject to separate benefit limitations and exclusions, and does not include Alcohol or Drug Abuse rehabilitation.)

Skilled Nursing Care — Care that can be provided only by someone with at least the qualifications of a Licensed Practical Nurse (L.P.N.) or Registered Nurse (R.N.).

Skilled Nursing Facility — A Facility or part of a Facility that:

- is licensed in accordance with state or local law; *and*
- is a Medicare-Participating Facility; *and*
- is primarily engaged in providing Skilled Nursing Care to inpatients under the supervision of a duly licensed Physician; *and*

- provides continuous 24-hour nursing service by or under the supervision of a Registered Nurse; *and*
- does **not** include any Facility that is primarily a rest home, a Facility for the care of the aged, or for treatment of tuberculosis or for intermediate custodial care or educational care.

Sound Natural Teeth — Teeth that are whole, without impairment, without periodontal or other conditions and not in need of treatment for any reason other than Accidental Injury. Teeth with crowns or restorations (even if required due to a previous injury) are **not** Sound Natural Teeth. Therefore, injury to a restored tooth will not be covered as an accident-related expense. (Your Provider must submit x-rays taken *before* the dental or surgical procedure in order for BCBSNM to determine whether the tooth was “sound.”)

Special Care Unit — A designated unit that has concentrated Facilities, equipment and supportive services to provide an intensive level of care for critically ill patients. Examples of Special Care Units are intensive care unit (ICU), cardiac care unit (CCU), subintensive care unit, and isolation room.

Special Enrollment — When an otherwise eligible employee or Eligible Family Member did not enroll in the Plan when initially eligible, there are certain instances (or “qualifying events”) during which the employee and his/her Eligible Family Members, if any, may enroll in the Plan at a later date - or more than 31 days after becoming eligible - and not considered Late Applicants. The “Special Enrollment” period is the period of time during which an otherwise Late Applicant may apply for coverage outside the annual open enrollment period.

Special Medical Foods — Nutritional substances in any form that are consumed or administered internally under the supervision of a Physician, specifically processed or formulated to be distinct in one or more nutrients present in natural food; intended for the medical and nutritional management of patients with limited capacity to metabolize ordinary foodstuffs, or certain nutrients contained in ordinary foodstuffs, or who have other specific nutrient requirements as established by medical evaluation; and essential to optimize growth, health, and metabolic homeostasis. Special Medical Foods are covered only when prescribed by a Physician for treatment of genetic disorders of metabolism, and the Member is under the Physician's ongoing care. Special Medical Foods are not for use by the general public and may not be available in stores or supermarkets. Special Medical Foods are not those foods included in a healthy diet intended to decrease the risk of disease, such as reduced-fat foods, low sodium foods, or weight loss products.

Specialty Pharmacy Provider — See definition of “Participating Pharmacy.”

Speech Therapist — A speech pathologist certified by the American Speech and Hearing Association. A Speech Therapist assists patients in overcoming speech disorders.

Speech Therapy — Services used for the diagnosis and treatment of speech and language disorders.

Subscriber — The individual whose employment or other status, except for family dependency, is the basis for enrollment eligibility, or in the case of an individual contract, the person in whose name the contract is issued.

Summary of Benefits and Coverage (SBC) — The separately issued schedule that defines your Copayment and/or Coinsurance requirements, Deductible, Out-of-Pocket Limit, and annual or lifetime benefits, and provides an overview of Covered Services. It is referred to as the *Summary of Benefits* throughout this Benefit Booklet.

Surgical Services — Any of a variety of technical procedures for treatment or diagnosis of anatomical disease or Accidental Injury including, but not limited to: cutting; microsurgery (use of scopes); laser procedures; grafting, suturing, castings; treatment of fractures and dislocations; electrical, chemical, or medical destruction of tissue; endoscopic examinations; anesthetic epidural procedures; other invasive procedures. Benefits for Surgical Services also include usual and related local anesthesia, necessary assistant surgeon expenses, and pre- and post-operative care, including recasting.

Telemedicine — The use by a licensed Health Care Professional, acting within the scope of their license, of interactive, simultaneous audio and video or store-and-forward technology using information and telecommunications technologies to deliver Health Care Services at a site other than the site where the patient is located, including the use of electronic media for consultation relating to the diagnosis or treatment of the patient in real time or through the use of store-and-forward technology.

Temporomandibular Joint (TMJ) Syndrome — A condition that may include painful Temporomandibular Joints, tenderness in the muscles that move the jaw, clicking of joints, and limitation of jaw movement.

Terminally Ill Patient — A patient with a life expectancy of **six months or less**, as certified in writing by the attending Physician.

Tertiary Care Facility — A Hospital unit that provides complete perinatal care (occurring in the period shortly before and after birth) and intensive care of intrapartum (occurring during childbirth or delivery) and perinatal high-risk patients. This Hospital unit also has responsibilities for coordination of transport, communication and data analysis systems for the geographic area served.

Totally Disabled — With respect to an Eligible Person, an inability by reason of illness, injury or physical condition to perform the material duties of any occupation for which the Eligible Person is or becomes qualified by reason of experience, education or training or with respect to a covered person other than an Eligible Person, the inability by reason of illness, injury or physical condition to engage in the normal activities of a similarly situated person who is in good health.

Transplant — A surgical process that involves the removal of an organ from one person and placement of the organ into another. Transplant can also mean removal of organs or tissue from a person for the purpose of treatment and re-implanting the removed organ or tissue into the same person.

Transplant-Related Services — Any hospitalizations and Medical or Surgical Services related to a covered Transplant or retransplant and any subsequent hospitalizations and Medical or Surgical Services related to a covered Transplant or retransplant, and received within one year of the Transplant or retransplant.

Urgent Care — Medically Necessary health care services received for an unforeseen condition that is not life-threatening. This condition does, however, require prompt medical attention to prevent a serious deterioration in your health (e.g., high fever, cuts requiring stitches).

Virtual Visits — Consultation with a licensed Provider through interactive video and/or store-and-forward technology via online portal or mobile application.

Well-Child Care — Periodic health and development assessments and screenings, immunizations, and physical exams provided to children who have no symptoms of current illness as recommended by the American Academy of Pediatrics and the U.S. Preventive Services Task Force (USPSTF).

APPENDIX A: CONTINUATION COVERAGE RIGHTS UNDER COBRA

This notice contains important information about your possible right to COBRA continuation coverage, which is a temporary extension of coverage under this Group Health Care Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), for certain larger Group employers. COBRA continuation coverage may be available to you and to other Members of your family who are covered under the Health Care Plan when you would otherwise lose your group health coverage. Contact your employer to determine if you or your group are eligible for COBRA continuation coverage.

This notice generally explains:

- COBRA continuation coverage;
- when it may become available to you and your family if your group is subject to the provisions of COBRA; and
- what you need to do to protect your right to receive it.

This notice gives only a summary of COBRA continuation coverage rights. For more information about the rights and obligations under the Plan and under federal law, contact the Plan administrator or see *Section 2: Enrollment and Termination Information* of this Benefit Booklet.

The Plan administrator of the Plan is named by the employer or by the Group health plan. Either the Plan administrator or a third party named by the Plan administrator is responsible for administering COBRA continuation coverage. Contact your Plan administrator for the name, address, and telephone number of the party responsible for administering your COBRA continuation coverage.

COBRA CONTINUATION COVERAGE

COBRA continuation coverage is a continuation of Health Care Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the Health Care Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and Eligible Children of employees may be qualified beneficiaries. Under the Plan, generally most qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage. Contact the employer and/or COBRA administrator for specific information for your Plan.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- your hours of employment are reduced; or
- your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- your spouse dies;
- your spouse's hours of employment are reduced;
- your spouse's employment ends for any reason other than his or her gross misconduct;
- your spouse becomes enrolled in Medicare (Part A, Part B or both); or
- you become divorced or legally separated from your spouse.

Your Eligible Children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens and if your group is subject to the provisions of COBRA:

- the parent-employee dies;
- the parent-employee's hours of employment are reduced;
- the parent-employee's employment ends for any reason other than his or her gross misconduct;

- the parent-employee becomes enrolled in Medicare (Part A, Part B or both);
- the parents become divorced or legally separated; or
- the child stops being eligible for coverage under the Plan as an “Eligible Child”.

If the Plan provides health care coverage to retired employees, the following applies: Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer, and that bankruptcy results in the loss of coverage of any retiree covered under the Plan, the retiree is a qualified beneficiary with respect to the bankruptcy. The retiree's spouse, surviving spouse and Eligible Children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan administrator has been notified that a qualifying event has occurred.

The employer must notify the Plan administrator **within 30 days** when the qualifying event is:

- the end of employment;
- the reduction of hours of employment;
- the death of the employee;
- with respect to a retired employee health coverage, commencement of a proceeding in bankruptcy with respect to the employer; or
- the enrollment of the employee in Medicare (Part A, Part B or both).

For the other qualifying events (divorce or legal separation of the employee and spouse or an Eligible Child losing eligibility for coverage as an Eligible Child), you must notify the Plan administrator. The Plan requires you to notify the Plan administrator **within 60 days** after the qualifying event occurs. Contact your employer and/or the COBRA administrator for procedures for this notice, including a description of any required information or documentation.

Once the Plan administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that Plan coverage would otherwise have been lost.

COBRA continuation coverage is a temporary continuation of coverage. COBRA continuation coverage may last for up to 36 months when the qualifying event is:

- the death of the employee;
- the enrollment of the employee in Medicare (Part A, Part B or both);
- your divorce or legal separation; or
- an Eligible Child losing eligibility as an Eligible Child.

When the qualifying event is the end of employment or reduction in hours of employment, COBRA continuation coverage lasts for **up to 18 months**. There are two ways in which this 18-month period of COBRA continuation can be extended:

Disability Extension of 18-month Period of Continuation Coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during **the first 60 days** of COBRA continuation coverage and you notify the Plan administrator in a timely fashion, you and your entire family can receive **up to an additional 11 months** of COBRA continuation coverage, **for a total maximum of 29 months**. You must make sure that your Plan administrator is notified of the Social Security Administration's determination **within 60 days** of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. Contact your employer and/or the COBRA administrator for procedures for this notice, including a description of any required information or documentation.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and Eligible Children in your family can get additional months of COBRA continuation coverage, **up to a maximum**

of 36 months. This extension is available to the spouse and Eligible Children if the former employee dies, enrolls in Medicare (Part A, Part B or both), or gets divorced or legally separated. The extension is also available to an Eligible Child when that child stops being eligible under the Plan as an Eligible Child.

In all of these cases, you must make sure that the Plan administrator is notified of the second qualifying event **within 60 days** of the second qualifying event. Contact your employer and/or the COBRA administrator for procedures for this notice, including a description of any required information or documentation.

IF YOU HAVE QUESTIONS

If you have questions about COBRA continuation coverage, contact the Plan administrator or the nearest Regional or District Office of the U. S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's Web site at www.dol.gov/ebsa.

In order to protect your family's rights, you should keep the Plan administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to your Plan administrator.

PLAN CONTACT INFORMATION

Contact your employer for the name, address and telephone number of the party responsible for administering your COBRA continuation coverage.

Appendix B: Notice - Inquiries/Complaints and Internal/External Appeals for Self-Funded Plans

This notice is made a part of your employer's self-funded Health Care Plan Benefit Booklet, administered by Blue Cross and Blue Shield of New Mexico (BCBSNM). If you have a question about these procedures, please call a Customer Service Advocate at the phone number printed on the back of your Identification Card. NOTE: Whenever these procedures require that an action be taken by any party, including BCBSNM, within a certain period of time from receipt of a request or document, the request or document will be deemed to have been received within three working days of the date it was mailed.

Change in state or federal law or regulations, or interpretations thereof, may change the terms and conditions of coverage.

GENERAL INQUIRIES AND COMPLAINTS

Inquiry - A general request for information regarding Claims, benefits, or membership.

Complaint - An expression of dissatisfaction by you, either orally or in writing. Issues may include, but are not limited to, Claims payments or denials, quality of care, and locating a network Provider.

The Claims Administrator, BCBSNM, has a team available to assist you with inquiries and complaints. To make an inquiry or complaint, contact a Customer Service Advocate at the phone number on the back of your ID Card or by mail at the address on the inside front cover of your Benefit Booklet (inquiries about behavioral health services are directed to the Behavioral Health Unit; appeals are directed to the general BCBSNM Appeals Unit as indicated later in this appendix notice).

INITIAL INTERNAL REVIEW OF CLAIMS/PRIOR AUTHORIZATION REQUESTS

When you or your treating health care professional requests a Prior Authorization under your Plan. If the requested service is not covered, BCBSNM will not review for Medical Necessity, but will send you notice that there is no coverage for the requested service.

Only if the requested service is possibly covered, will BCBSNM review for Medical Necessity. If the requested service is approved as Medically Necessary, you will receive notice of that determination. An approval does not ensure that the service will be covered. For example, if you are not eligible for coverage at the time services are received, if the service you receive is different from the service authorized, or if your benefit plan changes or terminates before you receive the service in question, the service may still be denied.

Prior Authorization - A decision by BCBSNM that a health care service has been reviewed and, based upon the information available, meets BCBSNM's requirements for coverage and Medical Necessity.

TIMING OF REQUIRED NOTICES AND EXTENSIONS

Separate schedules apply to the timing of required notices and extensions, depending on the type of Claim. There are three types of Claims as defined below.

- ***Urgent Care Clinical Claim*** - Any pre-service Claim that requires Prior Authorization, as described in the Benefit Booklet, for a benefit determination for medical care or treatment for which the application of regular notification time periods could seriously jeopardize your life or health or your ability to regain maximum function or, in the opinion of the Physician with knowledge of your medical condition, would subject you to severe pain that cannot adequately be managed without the care or treatment
- ***Post-Service Claim*** - A notification in a form acceptable to the Claim Administrator that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, identification number, the name and address of the Provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis, the Claim charge, and any other information which the Claim Administrator may request in connection with services rendered to you.

- **Pre-Service Claim** - A request for Prior Authorization, which is any non-urgent request for a benefit or for a benefit determination for which the plan conditions receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. A voluntary request for advance determination of benefits is not a pre-service request for purposes of this provision.

URGENT CARE CLINICAL CLAIMS*	
Type of Notice or Extension	Timing
If your Claim is incomplete, the Claims Administrator must notify you within:	24 hours
If you are notified that your Claim is incomplete, you must then provide completed Claim information to the Claims Administrator within:	48 hours after receiving notice
<i>The Claims Administrator must notify you of the Claim determination (whether adverse or not):</i>	
if the Claim is complete, as soon as possible (taking into account medical exigencies), but no later than:	72 hours
after receiving the completed Claim (if the initial Claim is incomplete), within:	48 hours

*You do not need to submit appeals of Urgent Care Clinical Claims in writing. You should call the Claims Administrator at the toll-free number listed on the back of your Identification Card as soon as possible to appeal an Urgent Care Clinical Claim.

PRE-SERVICE CLAIMS	
Type of Notice or Extension	Timing
If your Claim is filed improperly, the Claims Administrator must notify you within:	5 days
If your Claim is incomplete, the Claims Administrator must notify you within:	15 days
If you are notified that your Claim is incomplete, you must then provide completed Claim information to the Claims Administrator within:	45 days after receiving notice
<i>The Claims Administrator must notify you of the Claim determination (whether adverse or not):</i>	
if the initial Claim is complete, within:	15 days*
if the initial Claim is incomplete, within:	30 days**
If you require post-stabilization care after an Emergency, within:	the time appropriate to the circumstance not to exceed one hour after the time of request

*This period may be extended one time by the Claims Administrator for up to 15 days, provided that the Claims Administrator both (1) determines that such an extension is necessary due to matters beyond the control of the Plan and (2) notifies you, prior to the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which the Claims Administrator expects to render a decision.

**If additional information is necessary to decide the Claim, the time period for making the decision is suspended from the day you are notified to the earlier of: (1) the date on which your response is received by BCBSNM; or (2) the date established by BCBSNM for the furnishing of the requested information (at least 45 days). The number of days shown above includes a 15 day extension.

POST-SERVICE CLAIMS	
Type of Notice or Extension	Timing
If your Claim is incomplete, the Claims Administrator must notify you within:	30 days
If you are notified that your Claim is incomplete, you must then provide completed Claim information to the Claims Administrator within:	45 days after receiving notice
<i>The Claims Administrator must notify you of the Claim determination (whether adverse or not):</i>	
if the Claim is complete, as soon as possible (taking into account medical exigencies), but no later than:	30 days*
if the initial Claim is incomplete, within:	45 days**

*This period may be extended one time by the Claims Administrator for up to 15 days, provided that the Claims Administrator both (1) determines that such an extension is necessary due to matters beyond the control of the Plan and (2) notifies you in writing, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Claims Administrator expects to render a decision.

**If additional information is necessary to decide the Claim, the time period for making the decision is suspended from the day you are notified to the earlier of: (1) the date on which your response is received by BCBSNM; or (2) the date established by BCBSNM for the furnishing of the requested information (at least 45 days). The number of days shown above includes a 15 day extension.

Concurrent Care

For benefit determinations relating to care that is being received at the same time as the determination, such notice will be provided no later than 24 hours after receipt of your Claim for benefits.

MANNER AND CONTENT OF CLAIM/PRIOR AUTHORIZATION DENIAL NOTICES

On occasion, the Claim Administrator may deny all or part of your Claim. There are a number of reasons why this may happen. We suggest that you first read the *Explanation of Benefits* summary prepared by the Claim Administrator; then review the Benefit Booklet to see whether you understand the reason for the determination. If you have additional information that you believe could change the decision, send it to the Claims Administrator and request a review of the decision as described in Internal Appeal Procedures below.

If your Prior Authorization request or Claim is denied in whole or in part, you will be notified in writing or by electronic means, within the time frames stated above, of the following:

- subject to privacy laws and other restrictions, if any, the identification of the Claim, the date of service, Health Care Provider, Claim amount (if applicable), and a statement describing denial codes with their meanings and the standards used. Upon request, diagnosis/treatment codes with their meanings and the standards used are also available;
- the specific reason(s) for determination;
- a reference to the specific health plan provision(s) on which the denial is based, or the contractual, administrative or protocol for the determination;
- the specific internal rule, guideline, protocol, or other similar criterion relied on in the determination, or a statement that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge on request;
- an explanation of the scientific or clinical judgment relied on in the determination, if the denial was based on Medical Necessity, experimental treatment, or similar exclusion, or a statement that such explanation will be provided free of charge upon request;
- a description of additional information that may be needed to perfect the request or claim and an explanation of why such material is needed;

- a description of BCBSNM's internal review/appeals and external review procedures and time limits (and how to initiate a review/appeal or external review) including a statement of your right, if any, to pursue any state and, if applicable, federal legal remedies, following a final denial on internal review/appeal;
- in certain situations, a statement in non-English language(s) that written notice of Claim denials and certain other benefit information may be available (upon request) in such non-English language(s);
- in certain situations, a statement in non-English language(s) that indicates how to access the language services provided by the Claim Administrator;
- the right to request, free of charge, reasonable access to and copies of all documents, records, and other information relevant to the Claim for benefits;
- in the case of a denial of an Urgent Care Clinical Claim, a description of the expedited internal review procedure applicable to such Claims (an Urgent Care Claim decision may be provided orally, so long as written notice is furnished to you within three days of oral notification);
- contact information for applicable office of health insurance consumer assistance or ombudsman.

IMPORTANT: For *Adverse Benefit Determinations* that are related to any Claim or Prior Authorization denial, reduction, termination, or failure to provide or make payment that is based on a **determination of eligibility** to participate in the Plan, including contributions for coverage, you must contact your **Employee Benefits Department**.

INTERNAL APPEAL PROCEDURES

The following definitions apply to the Claims Administrator's internal appeal procedures (i.e., for issues not related to eligibility determinations):

Adverse Benefit Determination - A denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment for a benefit resulting from the application of utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not Medically Necessary or appropriate. If an ongoing course of treatment had been approved by the Claims Administrator or your employer and the Claims Administrator or your employer reduces or terminates such treatment (other than by amendment or termination of the employer's benefit plan) before the end of the approved treatment period; that is also an *Adverse Benefit Determination*. A rescission of coverage is also an *Adverse Benefit Determination*. A rescission of coverage does not include a termination of coverage for reasons related to nonpayment of premium.) In addition, an *Adverse Benefit Determination* also includes an Adverse Determination. For purposes of this Plan, BCBSNM will refer to both an "Adverse Determination" and an "Adverse Benefit Determination" as an "Adverse Benefit Determination," unless indicated otherwise.

Appeal - An oral or written request for review of an *Adverse Benefit Determination* or an adverse action by the Claims Administrator ("BCBSNM"), its employees, or a Participating Provider.

Final Internal Adverse Benefit Determination - An *Adverse Benefit Determination* that has been upheld at the completion of its internal appeal process or with respect to which the internal appeals process has been deemed exhausted.

Expedited Clinical Appeals

If your situation meets the definition of an expedited clinical appeal, you may be entitled to an appeal on an expedited basis. An expedited clinical appeal is an appeal of a clinically urgent nature related to health care services, including but not limited to, procedures or treatments ordered by a Health Care Provider, as well as continued hospitalization. Before authorization of benefits for an ongoing course of treatment/continued hospitalization is terminated or reduced, the Claims Administrator will provide you with notice at least 24 hours before the previous benefits authorization ends and an opportunity to appeal. For the ongoing course of treatment, coverage will continue during the appeal process.

Upon receipt of an expedited pre-service or concurrent clinical appeal, the Claims Administrator will notify the party filing the appeal, as soon as possible, but no more than 24 hours after submission of the appeal, of all the information needed to review the appeal. Additional information must be submitted within 24 hours of request. The Claims

Administrator shall render a determination on the appeal within 24 hours after it receives the requested information, but no later than 72 hours after the appeal has been received by the Claims Administrator.

How to Appeal an Adverse Benefit Determination

You have the right to seek and obtain a full and fair review of any determination of a Claim, any determination of a request for Prior Authorization, or any other determination made by the Claim Administrator in accordance with the benefits and procedures detailed in your Health Benefit Plan.

An appeal of an *Adverse Benefit Determination* may be filed by you or a person authorized to act on your behalf. For an Urgent Care Clinical Claim, a Health Care Provider may appeal on his/her own behalf. Your designation of a representative must be in writing as it is necessary to protect against disclosure of information about you except to your authorized representative. To obtain an Authorized Representative Form, you or your representative may call the Claim Administrator at the number on the back of your ID Card.

If you believe the Claim Administrator incorrectly denied all or part of your benefits, you may have your Claim reviewed. The Claim Administrator will review its decision in accordance with the following procedure:

- Within 180 days after you receive notice of an *Adverse Benefit Determination*, you may call or write to the Claim Administrator to request a Claim review. The Claim Administrator will need to know the reasons why you do not agree with the *Adverse Benefit Determination*. You may contact the Claim Administrator at:

BCBSNM Appeals Unit
P.O. Box 27630
Albuquerque, NM 87125-9815
Telephone (toll-free): (800) 205-9926

- In support of your Claim review, you have the option of presenting evidence and testimony to the Claim Administrator. You and your authorized representative may ask to review your file and any relevant documents and may submit written issues, comments and additional medical information at any time during the Claim review process.

The Claim Administrator will provide you or your authorized representative with any new or additional evidence or rationale and any other information and documents used in the denial or the review of your Claim without regard to whether such information was considered in the initial determination. No deference will be given to the initial *Adverse Benefit Determination*. Such new or additional evidence or rationale and information will be provided to you or your authorized representative sufficiently in advance of the date a final decision on appeal is made in order to give you a chance to respond before the final determination is made. If the information is received so late that it would be impossible to provide it to you in time for you to have a reasonable opportunity to respond, the time periods for providing notice will be tolled until such time as you have had a reasonable opportunity to respond. After you respond or have had a reasonable opportunity to respond but have failed to do so, the Claim Administrator will notify you of the determination in a reasonably prompt time, taking into account the medical exigencies. The appeal will be conducted by individuals associated with the Claim Administrator and/or by external advisors, but who were not involved in making the initial denial of your Claim. If the initial benefit determination regarding the Claim is based in whole or in part on a medical judgement, the appeal determination will be made by a Physician associated or contracted with us and/or by external advisors, but who were not involved in making the initial denial of your Claim. Before you or your authorized representative may bring any action to recover benefits the claimant must exhaust the appeal process and must raise all issues with respect to a Claim and must file an appeal or appeals and the appeals must be finally decided by the Claim Administrator or your employer.

For non-eligibility issues, you or your authorized representative may request an appeal of a Claims or Prior Authorization decision, orally or in writing, by contacting:

BCBSNM Appeals Unit
P.O. Box 27630
Albuquerque, NM 87125-9815
Telephone (toll-free): (800) 205-9926
FAX: (505) 816-3837

Timeframe for Completion of Internal Appeal

Upon receipt of a non-urgent pre-service appeal, the Claim Administrator shall render a determination of the appeal as soon as practical, but in no event more than 30 days after the appeal has been received by the Claim Administrator.

Upon receipt of a post-service appeal, the Claim Administrator shall render a determination of the appeal as soon as practical, but in no event more than 60 days after the appeal has been received by the Claim Administrator.

You have the right to request a postponement of the appeal review process by submitting your request in writing.

Manner and Content of Notification of Internal Appeal Decision

BCBSNM will provide you with written or electronic notice of the Internal Appeal Decision within the timeframes described above. You have the right to request, free of charge, reasonable access to and copies of all documents, records, and other information related to your appeal. If your appeal is denied in whole or in part, you will be notified in writing of the following:

- subject to privacy laws and other restrictions, if any, the identification of the Claim, the date of service, Health Care Provider, Claim amount (if applicable), and a statement describing denial codes with their meanings and the standards used. Upon request, diagnosis/treatment codes with their meanings and the standards used are also available;
- the specific reason(s) for the determination;
- the right to request, free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;
- any internal rule, guideline, protocol or other similar criterion relied on in the determination, or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided free of charge on request;
- an explanation of the scientific or clinical judgment relied on in the determination, or a statement that such explanation will be provided free of charge upon request;
- a description of the standard that was used in denying the Claim and a discussion of the decision;
- a description of BCBSNM's internal review procedures and time limits including your right to pursue an external action following a final Adverse Determination on internal appeal and the timeframe within which such action must be filed;
- in certain situations, a statement in non-English language(s) that written notice of Claim denials and certain other benefit information may be available (upon request) in such non-English language(s);
- in certain situations, a statement in non-English language(s) that indicates how to access the language services provided by the Claim Administrator;
- contact information for applicable office of health insurance consumer assistance or ombudsman.

If the Claims Administrator's or your employer's decision is to continue to deny or partially deny your Claim or Prior Authorization request or if applicable you do not receive a timely decision, you may be able to request an external review of your Claim or Prior Authorization request by an independent third party, who will review the denial and issue a final decision. Your external review rights are described in the next section.

INDEPENDENT EXTERNAL REVIEW

For non-eligibility issues, you or your authorized representative may make a request for a standard external review or expedited external review of an *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* by an independent review organization (IRO). External review is available for an *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* that involves medical judgment (including, but not limited to, those based on requirements, for Medical Necessity, appropriateness, health care setting, level of care or effectiveness of a covered benefit, or a determination that a treatment is experimental or investigational), as determined by the external reviewer. Rescissions are also eligible for external review.

1. Request for external review. Within four months after the date of receipt of a notice of an *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* from BCBSNM, you or your authorized representative must file your request for standard external review.

2. Preliminary review. Within five business days following the date of receipt of the external review request, BCBSNM must complete a preliminary review of the request to determine whether:

- You are, or were, covered under the plan at the time the health care item or service was requested or, in the case of a retrospective review, was covered under the plan at the time the health care item or service was provided;
- The *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* does not relate to your failure to meet the requirements for eligibility under the terms of the plan (e.g., worker classification or similar determination);
- You have exhausted BCBSNM's internal appeal process unless you are not required to exhaust the internal appeals process under the interim final regulations. Please read the "Exhaustion" section below for additional information about the exhaustion of the internal appeal process; and
- You or your authorized representative has provided all the information and forms required to process an external review.

You will be notified within one business day after BCBSNM completes the preliminary review if your request is eligible or if further information or documents are needed. You will have the remainder of the four-month appeal period (or 48 hours following receipt of the notice), whichever is later, to perfect the appeal request. If your Claim is not eligible for external review, BCBSNM will outline the reasons it is ineligible in the notice, and provide contact information for the Department of Labor's Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)).

External review is available for *Adverse benefit Determinations* and *Final Adverse Benefit Determinations* that involve rescission and determination that involve medical judgment including, but not limited to, those based on requirements for Medical Necessity, appropriateness, health care setting, investigational; determinations whether you are entitled to a reasonable alternative standard for a reward under a wellness program or a determination of compliance with the non-quantitative treatment limitation provisions of the Mental Health parity.

3. Referral to Independent Review Organization. When an eligible request for external review is completed within the time period allowed, BCBSNM or your employer will assign the matter to an unbiased and independent review organization (IRO). The IRO assigned will be accredited by URAC or by similar nationally-recognized accrediting organization. Accordingly, BCBSNM must contract with at least three IROs for assignments under the plan and rotate Claims assignments among them (or incorporate other independent, unbiased methods for selection of IROs, such as random selection). In addition, the IRO may not be eligible for any financial incentives based on the likelihood that the IRO will support the denial of benefits.

The IRO must provide the following:

- Utilization of legal experts where appropriate to make coverage determinations under the plan.
- Timely notification to you or your authorized representative, in writing, of the request's eligibility and acceptance for external review. This notice will include a statement that you may submit in writing to the assigned IRO within ten business days following the date of receipt of the notice additional information that the IRO must consider when conducting the external review. The IRO is not required to, but may, accept and consider additional information submitted after 10 business days.
- Within five business days after the date of assignment of the IRO, BCBSNM must provide to the assigned IRO the documents and any information considered in making the *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination*. Failure by BCBSNM to timely provide the documents and information must not delay the conduct of the external review. If BCBSNM fails to timely provide the documents and information, the assigned IRO may terminate the external review and make a decision to reverse the *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination*. Within one business day after making the decision, the IRO must notify BCBSNM and you or your authorized representative.

- Upon receipt of any information submitted by you or your authorized representative, the assigned IRO must within one business day forward the information to BCBSNM. Upon receipt of any such information, BCBSNM may reconsider its *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* that is the subject of the external review. Reconsideration by BCBSNM must not delay the external review. The external review may be terminated as a result of the reconsideration only if BCBSNM decides, upon completion of its reconsideration, to reverse its *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* and provide coverage or payment. Within one business day after making such a decision, BCBSNM must provide written notice of its decision to you and the assigned IRO. The assigned IRO must terminate the external review upon receipt of the notice from BCBSNM.
- Review all of the information and documents timely received. In reaching a decision, the assigned IRO will review the Claim de novo and not be bound by any decisions or conclusions reached during BCBSNM's internal Claims and appeals process. In addition to the documents and information provided, the assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the following in reaching a decision:
 - Your medical records;
 - The attending health care professional's recommendation;
 - Reports from appropriate health care professionals and other documents submitted by BCBSNM, you, or your treating Provider;
 - The terms of your plan to ensure that the IRO's decision is not contrary to the terms of the plan, unless the terms are inconsistent with applicable law;
 - Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the federal government, national or professional medical societies, boards, and associations;
 - Any applicable clinical review criteria developed and used by BCBSNM, unless the criteria are inconsistent with the terms of the plan or with applicable law; and
 - The opinion of the IRO's clinical reviewer or reviewers after considering information described in this notice to the extent the information or documents are available and the clinical reviewer or reviewers consider appropriate.
- Written notice of the final external review decision must be provided within 45 days after the IRO receives the request for the external review. The IRO must deliver the notice of final external review decision to BCBSNM and you or your authorized representative.
- The notice of final external review decision will contain:
 - A general description of the reason for the request for external review, including information sufficient to identify the Claim;
 - The date the IRO received the assignment to conduct the external review and the date of the IRO decision;
 - References to the evidence or documentation, including the specific coverage provisions and evidence-based standards, considered in reaching its decision;
 - A discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards that were relied on in making its decision;
 - A statement that the determination is binding except to the extent that other remedies may be available under state or federal law to either BCBSNM and you or your authorized representative;
 - A statement that judicial review may be available to you or your authorized representative; and
 - Current contact information, including phone number, for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793.
- After a final external review decision, the IRO must maintain records of all Claims and notices associated with the external review process for six years. An IRO must make such records available for examination by the Claim Administrator, State or Federal oversight agency upon request, except where such disclosure would violate State or Federal privacy laws, and you or your authorized representative.

4. Reversal of plan's decision. Upon receipt of a notice of a final external review decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, BCBSNM immediately must provide coverage or payment (including immediately authorizing or immediately paying benefits) for the Claim.

Expedited External Review

1. Request for expedited external review. BCBSNM must allow you or your authorized representative to make a request for an expedited external review with BCBSNM at the time you receive:

- An *Adverse Benefit Determination* if the *Adverse Benefit Determination* involves a medical condition of the claimant for which the timeframe for completion of an expedited internal appeal under the interim final regulations would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function and you have filed a request for an expedited internal appeal; or
- A *Final Internal Adverse Benefit Determination*, if the claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function, or if the *Final Internal Adverse Benefit Determination* concerns an Admission, availability of care, continued stay, or health care item or service for which you received Emergency services, but have not been discharged from a Facility.

2. Preliminary review. Immediately upon receipt of the request for expedited external review, BCBSNM must determine whether the request meets the reviewability requirements set forth in the “Standard External Review” section above. BCBSNM must immediately send you a notice of its eligibility determination that meets the requirements set forth in the “Standard External Review” section above.

3. Referral to independent review organization. Upon a determination that a request is eligible for external review following the preliminary review, BCBSNM will assign an IRO pursuant to the requirements set forth in the “Standard External Review” section above. BCBSNM must provide or transmit all necessary documents and information considered in making the *Adverse Benefit Determination* or *Final Internal Adverse Benefit Determination* to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method.

The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO must review the Claim de novo and is not bound by any decisions or conclusions reached during BCBSNM's internal claims and appeals process.

4. Notice of final external review decision. The IRO to provide notice of the final external review decision, in accordance with the requirements set forth in the “Standard External Review” section above, as expeditiously as your medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO must provide written confirmation of the decision to BCBSNM and you or your authorized representative.

EXHAUSTION

For standard internal review, you have the right to request external review once the internal review process has been completed and you have received the Final Internal Adverse Benefit Determination. For expedited internal review, you have the right to request external review simultaneously with the request for expedited internal review. The IRO will determine whether or not your request is appropriate for expedited external review or if the expedited internal review process must be completed before external review may be requested.

You will be deemed to have exhausted the internal review process and may request external review if BCBSNM waives the internal review process or has failed to comply with the internal Claims and appeals process. If you have been deemed to have exhausted the internal review process due to BCBSNM's failure to comply with the internal Claims and appeals process, you may also have the right to pursue **arbitration and** any available remedies under **federal** or under state law.

The internal review process will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to you so long as the Claim Administrator demonstrates that the violation occurred in the context of an ongoing, good faith exchange of information between you and the Claims Administrator.

External review may not be requested for an Adverse Benefit Determination involving a claim for benefits for a health care service that you have already received until the internal review process has been exhausted.

OTHER EXTERNAL ACTIONS

If you are still not satisfied after having completed BCBSNM's or, for eligibility and employee contribution issues, your employer's complaint, appeal, grievance, or reconsideration procedure, you may have the option of taking one of the following steps. No legal action at law or in equity may be taken or arbitration demand made earlier than 60 days after the Claims Administrator has received the claim for benefits or Prior Authorization request, or later than three years after the date that the claim for benefits should have been filed with the Claims Administrator.

Arbitration for Non-ERISA Plans— The “Arbitration for Non-ERISA Plans” provision applies to all Governmental Plans, church plans, and plans maintained outside the United States primarily for the benefit of persons substantially all of whom are non-resident aliens. If a dispute about coverage, benefits, or handling of Claims or appeals continues after you have followed and **exhausted** the appeals and grievance process set forth above, including having completed the external review process, the issue or Claim may be submitted to arbitration. The rules for arbitration shall be the “Commercial Arbitration Rules” developed by the American Arbitration Association. You may obtain a copy of these rules from a Customer Service Advocate. The rules are also available from the American Arbitration Association's Web site (www.adr.org).

Additional Resources— If you need additional assistance, you may call the U.S. Department of Labor's Employee Benefits Security Administration (EBSA):

Call toll-free at (866) 444-EBSA (3272) or visit the EBSA Web site at www.askebsa.dol.gov

**U.S. Department of Labor
Employee Benefits Security Administration
200 Constitution Avenue, NW
Washington, DC 20210**

RETALIATORY ACTION

BCBSNM and your employer shall not take any retaliatory action against you for making a complaint, filing an appeal, or requesting external review under this health plan.

NOTE: BCBSNM provides administrative Claims payment services only and does not assume any financial risk or obligation with respect to Claims, except as may be specified in the Administrative Services Agreement.

AMENDMENTS

BENEFIT BOOKLET

NO SURPRISES ACT AMENDMENT

Amendment Effective Date: This Amendment is effective on the Employer's Contract Anniversary Date or for the Plan Year of your Employer's Group Health Plan occurring on or after January 1, 2022.

The terms of this Amendment supersede the terms of the Benefit Booklet to which this Amendment is attached and becomes a part of the Benefit Booklet. Unless otherwise required by Federal or New Mexico law, in the event of a conflict between the terms on this Amendment and the terms of the Benefit Booklet, the terms on this Amendment apply. However, definitions set forth in this Amendment are for purposes of this Amendment only. Additionally, for purposes of this Amendment, references to You and Your mean any Member, including Subscriber and Dependents.

The Benefit Booklet is hereby amended as indicated below:

I. PCP Selection

The Plan requires the designation of a Primary Care Physician (PCP). You have the right to designate any PCP who participates in our network and who is available to accept You or Your family Members.

Until you make this designation, Blue Cross and Blue Shield of New Mexico designates one for You. For information on how to select a PCP and for a list of the participating PCPs, contact BCBSNM at www.bcbsnm.com or customer service at the toll-free number on the back of Your identification card.

For Dependent children, You may designate any Participating Provider who specializes in pediatric care as their Primary Care Physician (PCP).

II. OB/GYN Care

You are not required to obtain a referral or authorization from Your Primary Care Physician (PCP) or Women's Principal Health Care Provider (WPHCP) before obtaining Covered Services from any Participating Provider specializing in obstetrics or gynecology. However, before obtaining Covered obstetrical or gynecological care, the Provider must comply with certain policies and procedures required by Your Plan, including Prior Authorization and referral policies. For a list of Participating Providers who specialize in obstetrics or gynecology, visit www.bcbsnm.com or contact customer service at the toll-free number on the back of Your identification card.

III. Continuity of Care

If You are under the care of a Participating Provider as defined in the Benefit Booklet who stops participating in the Plan's network (for reasons other than failure to meet applicable quality standards, including medical incompetence or professional behavior, or fraud), You may be able to continue coverage for that Provider's Covered Services at the Participating Provider Benefit level if one of the following conditions is met:

1. You are undergoing a course of treatment for a serious and complex condition,
2. You are undergoing institutional or inpatient care,
3. You are scheduled to undergo nonelective surgery from the Provider (including receipt of postoperative care from such Provider with respect to such surgery),

4. You are pregnant or undergoing a course of treatment for Your pregnancy, or
5. You are determined to be terminally ill.

A serious and complex condition is one that (1) for an acute illness, is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm (for example, if You are currently receiving chemotherapy, radiation therapy, or post-operative visits for a serious acute disease or condition), and (2) for a chronic illness or condition, is (i) life-threatening, degenerative, disabling or potentially disabling, or congenital, and (ii) requires specialized medical care over a prolonged period of time.

Continuity coverage described in this provision shall continue until the treatment is complete but will not extend for more than 90 days beyond the date The Plan notifies You of the Provider's termination, or any longer period provided by state law. If You are in the second or third trimester of pregnancy when the Provider's termination takes effect, continuity of coverage may be extended through delivery of the child, immediate postpartum care, and the follow-up check-up within the first six (6) weeks of delivery. You have the right to appeal any decision made for a request for Benefits under this provision, as explained in the Benefit Booklet.

IV. Federal No Surprises Act

1. Definitions

The definitions below apply only to Section IV. Federal No Surprises Act, of this Amendment. To the extent the same terms are defined in both the Benefit Booklet and this Amendment, those terms will apply only to their use in the Benefit Booklet or this Amendment, respectively.

"Air Ambulance Services" means, for purposes of this Amendment only, medical transport by helicopter or airplane for patients.

"Emergency Medical Condition" means, for purposes of this Amendment only, a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition: (i) placing the health of the individual, or with respect to a pregnant woman her unborn child in serious jeopardy; (ii) constituting a serious impairment to bodily functions; or (iii) constituting a serious dysfunction of any bodily organ or part.

"Emergency Services" means, for purposes of this Amendment only,

- a medical screening examination performed in the emergency department of a hospital or a Freestanding Emergency Department;
- further medical examination or treatment You receive at a Hospital, regardless of the department of the Hospital, or a Freestanding Emergency Department to evaluate and treat an Emergency Medical Condition until Your condition is stabilized; and
- Covered Services You receive from a Non-Participating Provider during the same visit after Your Emergency Medical Condition has stabilized unless:
 1. Your Non-Participating Provider determines You can travel by non-medical or non-emergency transport;
 2. Your Non-Participating Provider has provided You with a notice to consent form for balance billing of services; and
 3. You have provided informed consent.

“Non-Participating Provider” means, for purposes of this Amendment only, with respect to a covered item or service, a physician or other health care provider who does not have a contractual relationship with BCBSNM for furnishing such item or service under the Plan to which this Amendment is attached.

“Non-Participating Emergency Facility” means, for purposes of this Amendment only, with respect to a covered item or service, an emergency department of a hospital or an independent freestanding emergency department that does not have a contractual relationship with BCBSNM for furnishing such item or service under the Plan to which this Amendment is attached.

“Participating Provider” means, for purposes of this Amendment only, with respect to a Covered Service, a physician or other health care provider who has a contractual relationship with BCBSNM setting a rate (above which the provider cannot bill the member) for furnishing such item or service under the Plan to which this Amendment is attached regardless whether the provider is considered a preferred or in-network provider for purposes of in-network or out-of-network benefits under the subject Plan.

“Participating Facility” means, for purposes of this Amendment only, with respect to Covered Service, a Hospital or ambulatory surgical center that has a contractual relationship with BCBSNM setting a rate (above which the provider cannot bill the member) for furnishing such item or service under the Plan to which this Amendment is attached. Whether the provider is considered a preferred or in-network provider for purposes of in-network or out-of-network benefits under the subject Plan.

“Qualifying Payment Amount” means, for purposes of this Amendment only, a median of contracted rates calculated pursuant to federal or state law, regulation and/or guidance.

“Recognized Amount” means, for purposes of this Amendment only, an amount determined pursuant a state law that provides a method for determining the total amount payable for the item or service (if applicable); or, if there is no state law that provides a method for determining the total amount payable for the item or service, the lesser of the Qualifying Payment Amount or billed charges.

2. Federal No Surprises Act Surprise Billing Protections

a. The federal No Surprises Act contains various protections relating to surprise medical bills on services performed by Non-Participating Providers and Non-Participating Emergency Facilities. The items and services included in these protections (“Included Services”) are listed below.

- Emergency Services obtained from a Non-Participating Provider or Non-Participating Emergency Facility.
- Covered non-Emergency Services performed by a Non-Participating Provider at a Participating Facility (unless You give written consent and give up balance billing protections).
- Air Ambulance Services received from a Non-Participating Provider, if the services would be covered if received from a Participating Provider.

b. Claim Payments

For Included Services, the Plan will send an initial payment or notice of denial of payment directly to the Provider.

c. Cost-Sharing

For non-Emergency Services performed by Non-Participating Providers at a Participating Facility, and for Emergency Services provided by a Non-Participating Provider or Non-Participating Emergency Facility, the Recognized Amount is used to calculate Your cost-share requirements, including Deductibles, Copayments, and Coinsurance.

For Air Ambulance Services received from a Non-Participating Provider, if the services would be covered if received from a Participating Provider, the amount used to calculate Your cost-share requirements, including Deductibles, Copayments, and Coinsurance, will be the lesser of the Qualifying Payment Amount or billed charges.

For Included Services, these cost-share requirements will be counted toward Your Participating Provider Deductible and/or Out-of-Pocket Limit, if any.

3. Prohibition of Balance Billing

You are protected from balance billing on Included Services as set forth below.

If You receive Emergency Services from a Non-Participating Provider or non-Participating Emergency Facility, the most the Non-Participating Provider or non-Participating Emergency Facility may bill You is Your in-network cost-share. You cannot be balance billed for these Emergency Services unless You give written consent and give up Your protections not to be balance billed for services You receive after You are in a stable condition.

When You receive Covered Non-Emergency Services from a Non-Participating Provider at a Participating Facility, the most those Non-Participating Providers may bill You is Your Plan's in-network cost-share requirements. When You receive emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services at a Participating Facility, Non-Participating Providers can't balance bill You and may not ask You to give up Your protections not to be balance billed. If You get other services at Participating Facilities, Non-Participating Providers can't balance bill You unless You give written consent and give up Your protections.

If Your Plan includes Air Ambulance Services as a Covered Service, and such services are provided by a Non-Participating Provider, the most the Non-Participating Provider may bill You is Your in-network cost-share. You cannot be balance billed for these Air Ambulance Services.

NOTE: The revisions to Your Plan made by this Amendment are based upon the No Surprises Act, a federal law enacted in 2020 and effective for plan years beginning on or after January 1, 2022. To the extent federal regulations are adopted or additional guidance is issued by federal regulatory agencies that alter the terms of this Amendment, the regulations and any additional guidance will control over conflicting language in this Amendment.



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