



Harvard Pilgrim
Health Care

Benefit Handbook

HMO HSA FOR INDIVIDUAL MEMBERS
MAINE

This certificate provides pediatric dental benefits.

This certificate is also available as a child only certificate.

Important Notice: This Plan includes the HMO HSA provider network. Plan Providers may be found in the states of Maine, Massachusetts, New Hampshire, Vermont, and Rhode Island. Please consult the Provider Directory or visit the provider search tool at www.harvardpilgrim.org to determine if a provider is in the network. Please review benefit handbook section *I.D.5. Medical Emergency Services* for more information about your coverage in a Medical Emergency.

INTRODUCTION

Welcome to the HMO HSA for Individual Members Plan (the Plan) offered by Harvard Pilgrim Health Care. Thank you for choosing us to help meet your health care needs.

The Plan is designed to meet Internal Revenue Service rules for a “High Deductible Health Plan.” You may be eligible for a Health Savings Account (HSA) with this High Deductible Health Plan. An HSA may be used to pay for:

- Member Cost Sharing for Covered Benefits; and
- some health care services that are not covered by the Plan.

An HSA may also provide tax advantages. Please consult a qualified tax advisor. He or she can advise if you are eligible for an HSA and how it works.

The words “we,” “us,” and “our” used in this Handbook, refer to Harvard Pilgrim Health Care. The words “you” or “your” used in this Handbook refer to Members as defined in the Glossary.

Renewing Your Coverage

When renewing your premium, your coverage renews. Your coverage is renewable unless:

1. you are no longer eligible for the Plan,
2. you can be terminated for cause, or
3. HPHC discontinues the Plan.

Premiums may change. We will notify you of any premium changes and the date the changes will occur. Please see VIII. *Termination and Transfer to Other Coverage* for more information.

10 Day Policy Review

You may return the policy within 10 days of delivery if you are not satisfied for any reason. You will be refunded any premium paid.

Using your Plan

Your health care under the Plan is provided or arranged through our network of Primary Care Providers (PCPs), specialists and other providers. You must choose a PCP for yourself and each of your family members when you enroll in the Plan.

You must choose a PCP for yourself and each of your family members when you join the Plan.

Your Covered Benefits are described in this Handbook, the Schedule of Benefits, the Prescription Drug Brochure and any riders or amendments to those documents. Covered Benefits must be provided or arranged by your PCP, except as described in section *I.D.1. Your PCP Manages Your Health Care*.

We provide helpful online tools and resources at **www.harvardpilgrim.org**.

Your secure online account offers a safe way to help manage your health care. You can check your Schedule of Benefits and Benefit Handbook. You can look up:

- benefits,

- cost sharing,
- claims history,
- change PCPs, and
- compare Hospitals.

For details on how to register **Your secure online account**, log on to **www.harvardpilgrim.org**.

Call Member Services at **1-877-907-4742** if you have any questions. Member Services staff is can help you with questions about the following:

- Selecting a PCP
- Your Benefit Handbook
- Your benefits
- Your enrollment
- Your claims
- Pharmacy management procedures
- Provider information
- Requesting a Provider Directory
- Requesting a Member Kit
- Requesting ID cards
- Registering a complaint

We can help with questions from non-English speaking Members. We offer language interpretation services in more than 180 languages.

Deaf and hard-of-hearing Members may call Member Services at **711** for TTY service.

We value your input. We appreciate any comments or suggestions that will help us improve the quality of our services.

Harvard Pilgrim Health Care
Member Services Department
1 Wellness Way
Canton, MA 02021
1-877-907-4742
www.harvardpilgrim.org

Medical Necessity Guidelines. We use evidence based clinical review criteria to evaluate whether certain services or procedures are Medically Necessary for your care. To get Medical Necessity Guidelines, you or your Provider may call Member Services at **1-877-907-4742** or go to **www.harvardpilgrim.org**.

Exclusions or Limitations for Preexisting Conditions. The Plan has no pre-existing condition restrictions, limitations or exclusions.

This is not a Medicare Supplement policy. If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the company. If you have a Medicare Supplement policy or major medical policy, this coverage may be more than you need. For information call the Bureau of Insurance at **1-800-300-5000**.

Your health insurance policy will not fully cover your medical claims once you become eligible for Medicare Part B. To maintain the most coverage available, you must sign up for Medicare Part B before your 65th birthday. Otherwise, you will be responsible for paying your doctors and other providers what Medicare would have paid.

If you have questions, contact your local Area Agency on Aging at **1-877-353-3711**, or Consumers for Affordable Health Care at **1-800-965-7476** or by email at consumerhealth@mainecahc.org.

For help, you can also contact the Maine Bureau of Insurance at (800) 300-5000 or by email at Insurance.PFR@maine.gov.

Language Assistance Services

Español (Spanish) ATENCIÓN: Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están a su disposición. Llame al 1-877-907-4742 (TTY: 711).

Português (Portuguese) ATENÇÃO: Se você fala português, encontram-se disponíveis serviços linguísticos gratuitos. Ligue para 1-877-907-4742 (TTY: 711).

Kreyòl Ayisyen (French Creole) ATANSYON: Si nou palé Kreyòl Ayisyen, gen asistans pou sèvis ki disponib nan lang nou pou gratis. Rele 1-877-907-4742 (TTY: 711).

繁體中文 (Traditional Chinese) 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-877-907-4742 (TTY: 711)。

Tiếng Việt (Vietnamese) CHÚ Ý: Nếu quý vị nói Tiếng Việt, dịch vụ thông dịch của chúng tôi sẵn sàng phục vụ quý vị miễn phí. Gọi số 1-877-907-4742 (TTY: 711).

Русский (Russian) ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-877-907-4742 (телетайп: 711).

العربية (Arabic)

إنتباه: إذا أنت تتكلم اللغة العربية، خدمات المساعدة اللغوية متوفرة لك مجاناً. اتصل على 1 877-907-4742 (TTY: 711)

ខ្មែរ (Cambodian) ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ, យើងមានសេវាកម្មបកប្រែ ជូនលោកអ្នកដោយឥតគិតថ្លៃ។ ជូរ ទូរស័ព្ទ 1-877-907-4742 (TTY: 711)។

Français (French) ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-877-907-4742 (ATS: 711).

Italiano (Italian) ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-877-907-4742 (TTY: 711).

한국어 (Korean) '알림': 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-877-907-4742 (TTY: 711) 번으로 전화해 주십시오.

Ελληνικά (Greek) ΠΡΟΣΟΧΗ: Αν μιλάτε ελληνικά, υπάρχουν στη διάθεσή σας δωρεάν υπηρεσίες γλωσσικής υποστήριξης. Καλέστε 1-877-907-4742 (TTY: 711).

Polski (Polish) UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-877-907-4742 (TTY: 711).

हिंदी (Hindi) ध्यान दीजिए: अगर आप हिंदी बोलते हैं तो आपके लिये भाषाकी सहायता मुफ्त में उपलब्ध है. जानकारी के लिये फोन करे. 1-877-907-4742 (TTY: 711)

ગુજરાતી (Gujarati) ધ્યાન આપો : જો તમે ગુજરાતી બોલતા હો તો આપને માટે ભાષાકીય સહાય તદ્દન મફત ઉપલબ્ધ છે. વિશેષ માહિતી માટે ફોન કરો. 1-877-907-4742 (TTY: 711)

ພາສາລາວ (Lao) ໂປດຊາບ: ຖ້າວ່າທ່ານເວົ້າພາສາລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ຄ່ຽຄ່າ, ຄວນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-877-907-4742 (TTY: 711).

ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-877-907-4742 (TTY: 711).



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

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General Notice About Nondiscrimination and Accessibility Requirements

Harvard Pilgrim Health Care and its affiliates as noted below ("HPHC") comply with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (including pregnancy, sexual orientation, and gender identity). HPHC does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex (including pregnancy, sexual orientation, and gender identity).

HPHC:

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

If you need these services, contact our Civil Rights Compliance Officer.

If you believe that HPHC has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex (including pregnancy, sexual orientation, and gender identity), you can file a grievance with: Civil Rights Compliance Officer, 1 Wellness Way, Canton, MA 02021-1166, (866) 750-2074, TTY service: 711, Fax: (617) 509-3085, Email: civil_rights@point32health.org. You can file a grievance in person or by mail, fax or email. If you need help filing a grievance, the Civil Rights Compliance Officer is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
(800) 368-1019, (800) 537-7697 (TTY)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

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I. How the Plan Works

This section describes:

- how to use your Benefit Handbook, and
- how your coverage works.

A. HOW TO USE THIS BENEFIT HANDBOOK

1. Why This Benefit Handbook Is Important

This Benefit Handbook, Schedule of Benefits, the Prescription Drug Brochure and any applicable riders and amendments make up the Evidence of Coverage (EOC). The EOC is the legal agreement stating the terms of the Plan.

The Benefit Handbook describes how your membership works. It's also your guide to the most important things you need to know, including:

- Covered Benefits
- Exclusions
- The requirement to receive services from a Plan Provider
- The requirement to go to your PCP for most services

You can view your EOC documents online with **your secure online account** at www.harvardpilgrim.org.

2. Words With Special Meaning

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

3. How To Find What You Need To Know

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

We put the most important information first. For example, section *I. How the Plan Works* explains important requirements for coverage.

Benefit details are described in section *III. Covered Benefits* and in your Schedule of Benefits. Please review these together for a complete understanding of your benefits.

Section *VI. Appeals and Complaints* provides information on how to appeal a denial of coverage or file a complaint.

B. HOW TO USE YOUR PROVIDER DIRECTORY

The Provider Directory identifies the Plan's PCPs, specialists, Hospitals and other providers you must use for most services. It lists providers by:

- state and town,
- specialty, and
- languages spoken.

You may view the Provider Directory online at www.harvardpilgrim.org. You can also get a paper copy free of charge. Call Member Services at **1-877-907-4742**.

The online Provider Directory enables you to search for providers by:

- name,
- gender,
- specialty,
- Hospital affiliations,
- languages spoken,
- office locations, and

You can also get information about which providers are accepting new patients. The online directory complies with state and Federal laws. It is more current than the paper directory.

Plan Providers are contracted to be part of our network. Contracts can be terminated either by a provider or by us. A provider may also leave the network to retire, relocate or for other reasons. This means that we cannot guarantee your Provider will be in the network for the duration of your membership.

Please Note: If your PCP leaves the network, we will make every effort to give you at least 60 days notice. We will help you find a new Plan Provider. Under certain circumstances you may be eligible for transition services if your provider leaves the network. See section *I.F. SERVICES PROVIDED BY A DISENROLLED OR NON-PLAN PROVIDER* for details.

C. MEMBER OBLIGATIONS

1. Choose a Primary Care Provider (PCP)

Under this Plan you must choose a Primary Care Provider (PCP) for yourself and each covered person in your family. PCP's can be chosen from the Preferred Network or the Standard Network. You may choose a

different PCP for each family member. We will assign a PCP if:

- you do not choose a PCP when you first enroll, or
- if the PCP you select is not available

A PCP may be a Physician specializing in:

- internal medicine,
- family practice,
- general practice,
- pediatrics, or
- obstetrics and gynecology.

A PCP may also be a Physician assistant licensed by the Board of Osteopathic Licensure, or the Board of Licensure in Medicine, or a certified Nurse practitioner licensed by the Maine Board of Nursing, supervised by a doctor in one of the specialties above.

You may call Member Services to confirm the PCP you choose is available.

PCPs are listed in the Provider Directory on our website. Call Member Services to confirm the PCP you choose is available. We suggest calling your PCP for an appointment if you have not seen him/her before. **Please do not wait until you are sick.** Your PCP can take better care of you when he or she knows your health history.

You may change your PCP at any time. Just choose a new PCP from the Provider Directory. You can change your PCP online using **your secure online account** at **www.harvardpilgrim.org** or by calling Member Services. The change is effective immediately.

2. Obtain Referrals to Specialists

Most care must be provided or arranged by your PCP. For more information, please see section *I.D. HOW TO OBTAIN CARE*.

If you need to see a specialist, you must contact your PCP for a Referral prior to the appointment. For exceptions, see *I.D.1. Your PCP Manages Your Health Care*. In most cases, you will be referred to a Plan Provider who:

- is affiliated with the same Hospital as your PCP, or
- has a working relationship with your PCP.

Referrals to Plan Providers must be in writing.

3. Show Your Identification Card

Please show your identification (ID) card every time you request health services. If you do not show your ID card, the Provider may not bill us for Covered Benefits. You may be responsible for the cost of the

service. You can order a new ID card online. Log in to **your secure online account** or call Member Services.

4. Share Costs

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

- Copayments
- Coinsurance
- Deductibles

Your Plan has an Out-of-Pocket Maximum. This limits the amount of Member Cost Sharing you will be required to pay. Your specific Member Cost Sharing is listed in your Schedule of Benefits. See section *I.E. MEMBER COST SHARING* for more information.

5. Your Plan Does Not Pay for All Health Services

There may be health products or services you need that are not covered by the Plan. Please review section *IV. Exclusions* for more information. Also, some Covered Benefits are limited by the Plan. These limits are needed to maintain reasonable premium rates for all Members. See your Schedule of Benefits for the limits that apply to your Plan.

D. HOW TO OBTAIN CARE

IMPORTANT POINTS TO REMEMBER

- 1) You and each Member of your family must choose a PCP.
- 2) To receive Covered Benefits you must use Plan Providers, except as noted below.
- 3) If you have a Medical Emergency, you should go to the nearest emergency facility or call 911 or other local emergency number. You do not need a Referral for Medical Emergency Services.

1. Your PCP Manages Your Health Care

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

- Care in a Medical Emergency.
- Care when you are temporarily traveling outside of the state where you live as described below.
- Mental health care. Please see section *III. Covered Benefits, Mental Health and Substance Use Disorder Treatment* for information on this benefit.

- Special services that do not require a Referral that are listed below.
- Covered Benefits with a Plan Provider with a referral from a Direct Primary Care Provider.

Either your PCP or a covering Plan Provider is available to direct your care 24 hours a day. Talk to your PCP and find out who provides care after normal business hours. Some PCPs may have covering Physicians after hours. Others may have extended office or clinic hours.

You may change your PCP at any time. Just choose a new PCP from the Provider Directory. You can change your PCP online. Go to **your secure online account** at www.harvardpilgrim.org or call Member Services. The change is effective immediately. If you choose a new PCP, you cannot use the Referrals from your prior PCP. Your new PCP will need to provide new Referrals.

2. Referrals for Hospital and Specialty Care

When you need Hospital or specialty care, you must call your PCP first. Your PCP will arrange your care. For exceptions, see *I.D.1. Your PCP Manages Your Health Care*. Your PCP generally uses one Hospital for inpatient care. This is where you will go for care. There is an exception if going to a different Hospital is Medically Necessary.

You may need specialty care. Your PCP will refer you to a Plan Provider who uses the same Hospital your PCP uses. This helps your PCP coordinate and maintain the quality of your care. Please ask your PCP about his/her Referral network.

Plan Providers with recognized expertise in specialty pediatrics are covered with a Referral from your PCP. For exceptions, see *I.D.1. Your PCP Manages Your Health Care*.

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

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

You will be directed to a Center of Excellence for certain specialized services. See section for more information.

You do not need to ask your PCP to receive some specialty services. See section *I.D.7. Services That Do Not Require a Referral*.

You may receive Covered Benefits from a Plan Provider with a Referral from a Direct Primary Care Provider.

3. Using Plan Providers

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

1. The service was received in a Medical Emergency. See section *I.D.5. Medical Emergency Services* for more information .
2. The service was received (i) while you were outside of the state where you live, and (ii) coverage is available under the temporary travel benefit. See section *I.D.6. Coverage for Services When You Are Temporarily Traveling Outside of the State Where You Live* for more information.
3. There is no Plan Provider who has the professional expertise needed to provide the Medically Necessary Covered Benefit. Unless 1) or 2) above applies, services by a Non-Plan Provider must be approved by us in advance..
4. Your physician is disenrolled as a Plan Provider and an exception applies as described in section *I.F. SERVICES PROVIDED BY A DISENROLLED OR NON-PLAN PROVIDER*.

To check a providers status, see the Provider Directory online at www.harvardpilgrim.org or call Member Services at **1-877-907-4742**.

4. Centers of Excellence

Plan Providers with special training, experience, facilities or protocols for certain specialized services are designated as “Centers of Excellence.” Certain specialized services are only covered when received from a “Center of Excellence.” We choose Centers of Excellence based on the findings of recognized specialty organizations or government agencies such as Medicare.

You must get care at a Center of Excellence for the following service:

- Weight loss surgery (bariatric surgery)

A list of Centers of Excellence may be found in the Provider Directory. See your Provider Directory

online at www.harvardpilgrim.org or call Member Services at **1-877-907-4742**.

We may change the list of services with 30 days' notice.

- Services may be added to the list if we determine that significant improvements in the quality of care may be gained by having care at a Center of Excellence.
- Services may be removed from the list if we determine that the care advantages of a Center of Excellence no longer exist.

5. Medical Emergency Services

In a Medical Emergency, including a mental health condition, go to the nearest emergency facility or call 911 or other local emergency number. A Referral from your PCP is not needed. See your Schedule of Benefits for your Member Cost Sharing. If you are admitted to the hospital, you must call the Plan at **1-877-907-4742** within 48 hours or as soon as you can. This phone number is also on your ID card. If an attending emergency physician contacts us or your PCP, then no further notice is needed. Your PCP will help to arrange for any follow-up care you may need. See the *Glossary* for more information on Medical Emergency Services.

6. Coverage for Services When You Are Temporarily Traveling Outside of the State Where You Live

When you are temporarily outside of the state where you live, the Plan covers urgently needed Covered Benefits for Sickness or injury. You do not have to call your PCP before getting care. However, the following services are not covered:

- Care you could have foreseen the need for before traveling outside of the state where you live;
- Routine examinations and preventive care, including immunizations;
- Follow-up care that can wait until your return.

If you are admitted to the hospital, call the Plan at **1-877-907-4742** within 48 hours, or as soon as you can. This phone number is on your ID card. If an attending emergency physician contacts us or your PCP, then no further notice is needed. Your PCP will help to arrange for any follow-up care you may need.

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

7. Services That Do Not Require a Referral

In most cases you need a Referral from your PCP to get care from any other Plan Provider. However, the services listed below do not require a Referral when received from a Plan Provider. Plan Providers are listed in the Provider Directory. We urge you to keep your PCP informed about care you get without a Referral. This ensures your PCP is aware of your medical situation and keeps your medical records up-to-date.

i. Family Planning Services:

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

ii. Outpatient Maternity Services

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

iii. Gynecological Services

- Annual gynecological exam, including routine pelvic and clinical breast exam
- Cervical cryosurgery
- Colposcopy with biopsy
- Excision of labial lesions
- Follow-up care provided by an OB/GYN for conditions identified during maternity care or annual gynecological visit
- Laser cone vaporization of the cervix
- Loop electrosurgical excisions of the cervix (LEEP)
- Treatment of amenorrhea
- Treatment of condyloma

iv. Dental Services:

- Emergency Dental Care
- Extraction of teeth impacted in bone

v. Other Services:

- Acupuncture treatment
- Chiropractic care
- Nutritional counseling
- Routine eye examination

- Urgent eye care
- Urgent Care services

E. MEMBER COST SHARING

Member Cost Sharing may include Copayments, Coinsurance and/or Deductible. There may be two types of office visit cost sharing that apply to your Plan:

- a lower cost sharing known as “Level 1” and
- a higher cost sharing known as “Level 2.”

See your Schedule of Benefits for your specific Member Cost Sharing amounts.

You are only responsible for your Member Cost Sharing when you receive services from a Plan Provider. Plan Providers are not allowed to balance bill you.

1. Copayment

A Copayment is a fixed dollar amount that you must pay for certain Covered Benefits. Copayments are due at the time of service or when billed by the Plan Provider.

Your Plan may have other Copayment amounts. See your Schedule of Benefits for more information on your specific Copayments.

2. Deductible

A Deductible is a specific dollar amount that is paid by the Member for Covered Benefits received each Calendar Year. A Deductible is applied:

- before any benefits subject to the Deductible are paid by the Plan.
- on the date the benefit is received.

Your Plan will have one of the following types of Deductibles:

Individual Deductible. An individual Deductible will apply when you have Individual Coverage. Once you have met the individual Deductible, you will have no additional Deductible costs for the rest of the Calendar Year. **Note:** An individual Deductible may also apply if you have Family Coverage. See additional Family Deductible with an embedded individual Deductible below.

Family Deductible. A family Deductible applies when you have Family Coverage. This Deductible may be met by all family Members combined. For example, a family of four meets a \$4,000 family Deductible as follows:

- one covered family Member incurs \$3,000 in covered medical expenses, and

- another covered family Member incurs \$1,000 in covered medical expenses.

In this example, the family Deductible is met for the entire family for the rest of that Calendar Year.

Family Deductible with an embedded individual Deductible. A family Deductible with an embedded individual Deductible applies when you have Family Coverage. This Deductible can be met in one of two ways:

- A Member of a covered family meets an individual Deductible. In this instance, that Member has no additional Deductible costs for the rest of the Calendar Year.
- Any number of Members in a covered family collectively meet the family Deductible. In this instance, all Members of a covered family have no additional Deductible costs for the rest of the or Calendar Year. No one family Member may contribute more than the individual embedded Deductible amount to the family Deductible.

An embedded individual Deductible may not be less than the applicable minimum family Deductible required for a High Deductible Health Plan.

Please see your Schedule of Benefits to determine which Deductibles apply to your Plan. Once a Deductible is met, coverage by the Plan is subject to any other Member Cost Sharing that may apply.

A Member may change from Family Coverage to Individual Coverage or from Individual Coverage to Family Coverage within a Calendar Year. In either case, costs the Member paid toward the Deductible under their prior coverage will apply toward the Deductible limit under their new coverage. If the previously paid Deductible amount is more than the new Deductible limit, the Member or family will only need to pay the Copayment or Coinsurance amounts listed on the new Schedule of Benefits.

3. Coinsurance

After your Deductible is met, you may have to pay Coinsurance. Coinsurance is a percentage of the Allowed Amount or the Recognized Amount, if applicable. For Plan Providers, the Allowed Amount is based on the contracted rate between HPHC and the Provider. Coinsurance amounts are listed on your Schedule of Benefits.

4. Out-of-Pocket Maximum

Your Plan has an Out-of-Pocket Maximum. This is the total amount of Member Cost Sharing you must pay in a Calendar Year. Member Cost Sharing includes any

Copayments, Deductible and Coinsurance payments. Once the Out-of-Pocket Maximum is reached, there is no additional Member Cost Sharing for the rest of the year. HPHC will pay 100% of the Allowed Amount for the rest of the Calendar Year.

All Plans have one or more individual Out-of-Pocket Maximums or family Out-of-Pocket Maximums.

Individual Out-of-Pocket Maximum. An individual Out-of-Pocket Maximum applies when you have Individual Coverage. Once you meet the individual Out-of-Pocket Maximum amount, you will have no additional Member Cost Sharing for the rest of the year. Note: An individual Out-of-Pocket Maximum may also apply if you have Family Coverage. See Family Out-of-Pocket Maximum with an embedded individual Out-of-Pocket Maximum below.

Family Out-of-Pocket Maximum. A family Out-of-Pocket Maximum applies when you have Family Coverage. A family Out-of-Pocket Maximum can be met by all Members of the family combined. For example, a family of four meets a \$10,000 family Out-of-Pocket Maximum as follows:

- one covered family Member pays \$5,000 in Member Cost Sharing; and
- another family Member pays \$3,000 in Member Cost Sharing; and
- another covered family Member pays \$2,000 in Member Cost sharing.

In this example, the \$10,000 family Out-of-Pocket Maximum is met for the entire family for the rest of the year.

Family Out-of-Pocket Maximum with an embedded individual Out-of-Pocket Maximum. This family Out-of-Pocket Maximum may apply when you have Family Coverage. It can be met in one of two ways:

- a. A Member of a covered family meets an individual embedded Out-of-Pocket Maximum. In this case, that Member has no additional Member Cost Sharing for the rest of the year.
- b. Any number of Members in a covered family collectively meet the family Out-of-Pocket Maximum. In this case, all Members of the covered family have no additional Member Cost Sharing for the rest of the year. Note: No one family member may contribute more than the individual Out-of-Pocket Maximum amount toward the family Out-of-Pocket Maximum.

Please see your Schedule of Benefits to determine which Out-of-Pocket Maximum applies to your Plan.

A Member may change from Family Coverage to Individual Coverage or from Individual Coverage to Family Coverage within a Calendar Year. In either case, costs the Member paid under the prior coverage will apply toward the Out-of-Pocket Maximum limit under their new coverage. If the Out-of-Pocket Maximum amount paid is greater than the new Out-of-Pocket Maximum limit, the Member will have no additional cost sharing for that Calendar Year.

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

1. Disenrollment of a Plan Provider

If your Provider is disenrolled as a Plan Provider, we do our best to notify you in writing at least 60 days prior to the date of disenrollment. That notice will explain how to select a new Plan Provider. If disenrollment was not related to fraud or quality of care, you may be able to continue to receive Covered Benefits from the disenrolled Plan Provider, under the terms of this Handbook and your Schedule of Benefits, for at least 60 days after the disenrollment date.

You may also be eligible to continue to receive coverage for the following services from the disenrollment date or the date of the disenrollment member notice (whichever is later):

i. Active Course of Treatment

When you are undergoing an active course of treatment for an illness, injury or condition, we may approve additional coverage through the active course of treatment or up to 90 days (whichever is shorter). An active course of treatment is when you:

- have a “serious and complex condition”;
- are undergoing a course of institutional or inpatient care; or
- have a scheduled nonelective surgery including any related postoperative care.

The term “serious and complex condition” is an acute illness that requires specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or is a chronic illness that is (a) life-threatening, degenerative, potentially disabling, or congenital; and (b) requires specialized medical care over a prolonged period of time.

ii. Pregnancy

When you are pregnant, you may continue to receive Covered Benefits from your disenrolled provider.

Coverage will be through delivery and up to 12 months of postpartum visits immediately following childbirth.

iii. Terminal Illness

When you have a terminal illness, you may continue to receive Covered Benefits from the disenrolled provider until death.

2. New Membership

If you are a new Member, we will provide benefits from a physician who is not a Plan Provider. The terms of this Handbook and your Schedule of Benefits apply. This will be provided for up to 60 days from your effective date of coverage if the physician is providing you with an ongoing course of treatment. We will provide you with written notice explaining the process for obtaining an alternate Plan Provider.

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

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

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

- accept reimbursement from us at the rates applicable prior to the start of the transitional period as payment in full.
- not to impose Member Cost Sharing in an amount that would exceed the Member Cost Sharing that could have been imposed if he/she had not been disenrolled;
- adhere to our policies and procedures, including Referrals, obtaining Prior Approval and providing Covered Benefits pursuant to a treatment plan, if any, approved by us.

G. MEDICAL NECESSITY GUIDELINES

We use evidence based clinical review criteria to evaluate whether certain services or procedures are Medically Necessary for your care. You or your Provider may obtain a copy of the Medical Necessity Guidelines applicable to a service or procedure for which coverage is requested. Medical Necessity Guidelines may be obtained by calling Member Services **1-877-907-4742** or going to www.harvardpilgrim.org

H. PROVIDER FEES FOR SPECIAL SERVICES (CONCIERGE SERVICES)

Certain Physician practices charge extra fees for special services or amenities. Examples of such special Physician services might include:

- telephone access to a physician 24-hours a day.
- waiting room amenities.
- assistance with transportation to medical appointments.
- guaranteed same day or next day appointments when not Medically Necessary.
- providing a physician to accompany a patient to an appointment with a specialist. Such services are not covered by the Plan.

Such services are not covered by the Plan. The Plan does not cover fees for any service not included as a Covered Benefit under your Plan.

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

I. BUNDLED PAYMENT ARRANGEMENTS

The Plan may participate in bundled payment arrangements with certain Providers. Under these arrangements, a specific service or treatment is paid for based on a fixed sum for all services you receive. Member Cost Sharing for Covered Benefits under a bundled payment arrangement may be less than if the Covered Benefits were received without the bundled payment arrangement. Please refer to www.harvardpilgrim.org or call Member Services at **1-877-907-4742** for a list of Providers with bundled payment arrangements and their corresponding services. We may revise the services or Providers who have bundled payment arrangements upon 30 days notice to Members.

J. CARE MANAGEMENT PROGRAMS

The Plan provides care management programs for Members with certain illnesses and injuries. These programs are designed to encourage the use of the

most appropriate and cost-effective treatment and to provide support for the Member's care.

Care management may include programs for medical and behavioral health care including, but not limited to:

- cancer;
- heart, lung and kidney diseases;
- severe traumatic injuries;
- behavioral health disorders;
- substance use disorders;
- high risk pregnancies and newborn care.

The Plan may work with certain providers to establish care management programs. The Plan or providers affiliated with the care management program may contact Members that may be candidates for its programs. The Plan or providers may also contact Members to:

- assist with enrollment.
- develop treatment plans.
- establish goals.
- determine alternatives to a member's current treatment plan.

Member Cost Sharing may apply to Covered Benefits provided through a care management program.

II. Glossary

This section lists words with special meaning within the Handbook.

Glossary Term	Definition
1 . Accident or Accidental Injury	
	Accidental bodily injury sustained by the insured person that is the direct cause of the condition for which benefits are provided and that occurs while the insurance is in force.
2 . Activities of Daily Living	
	The basic functions of daily life include bathing, dressing, and mobility, including, but not limited to, transferring from bed to chair and back, walking, sleeping, eating, taking medications and using the toilet.
3 . Adverse Benefit Determination	
	Any of the following, including but not limited to (1) an Adverse Health Care Treatment Decision or (2) a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a Covered Benefit, including an action based on a determination of a Member's ineligibility to participate in the Plan.
4 . Adverse Health Care Treatment Decision	
	A health care treatment decision made by or on behalf of HPHC denying in whole or in part payment for a provision of otherwise Covered Benefits requested by or on behalf of a Member. Adverse Health Care Treatment Decision includes a rescission determination and an initial coverage eligibility determination.
5 . Allowed Amount	
	<p>The Allowed Amount is the maximum amount the Plan will pay for Covered Benefits minus any applicable Member Cost Sharing.</p> <p>The Allowed Amount depends upon whether a Covered Benefit is provided by a Plan Provider or a Non-Plan Provider, as follows:</p> <ol style="list-style-type: none"> 1. Plan Providers. If a Covered Benefit is provided by a Plan Provider, the Allowed Amount is the contracted rate HPHC has agreed to pay Plan Providers. The Plan Providers are not permitted to charge the Member any amount for Covered Benefits, except the applicable Member Cost Sharing amount for the service, in addition to the Allowed Amount. 2. Non-Plan Providers. Most services that are Covered Benefits under your Plan must be provided by a Plan Provider to be covered by HPHC. However, there are exceptions. These include: (i) care in a Medical Emergency; and (ii) care while traveling outside of the state where you live. <p>If services provided by a Non-Plan Provider are Covered Benefits under your Plan, the Allowed Amount for such services depends upon where the Member receives the service, as explained below.</p> <ol style="list-style-type: none"> a. If a Member receives Covered Benefits from a Non-Plan Provider in the states of Massachusetts, New Hampshire, Maine, Rhode Island or Vermont, the Allowed Amount is defined as follows: <p>The Allowed Amount is the lower of the Provider's charge or a rate determined as described below:</p> <p>An amount that is consistent, in the judgment of the Plan, with the normal range of charges by health care Providers for the same, or similar, products or services provided to a Member. If the Plan has appropriate data for the area, the Plan will determine the normal range of charges in the geographic area where the product or services were provided to the Member. If the Plan does not have data to reasonably determine the normal range of charges where the products or services were provided, the Plan will utilize the normal</p>

Glossary Term	Definition
Allowed Amount (Continued)	
	<p>range of charges in Boston, Massachusetts. Where services are provided by non-Physicians but the data on provider charges available to the Plan is based on charges for services by Physicians, the Plan will, in its discretion, make reasonable reductions in its determination of the allowable charge for such non-Physician Providers.</p> <p>b. If a Member receives Covered Benefits from a Non-Plan Provider outside of Massachusetts, New Hampshire, Maine, Rhode Island or Vermont, the Allowed Amount is defined as follows:</p> <p>The Allowed Amount is the lower of the Provider's charge or a rate determined as described below:</p> <p>The Allowed Amount is determined based on 150% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service within the geographic market.</p> <p>When a rate is not published by CMS for the service, we use other industry standard methodologies to determine the Allowed Amount for the service as follows:</p> <p>For services other than Pharmaceutical Products, we use a methodology called a relative value scale, which is based on the difficulty, time, work, risk and resources of the service. The relative value scale currently used is created by Optuminsight, Inc. If the Optuminsight, Inc. relative value scale becomes no longer available, a comparable scale will be used.</p> <p>For Pharmaceutical Products, we use industry standard methodologies that are similar to the pricing methodology used by CMS and produce fees based on published acquisition costs or average wholesale price for the pharmaceuticals. These methodologies are currently created by RJ Health Systems, Thomson Reuters (published in its Red Book), or UnitedHealthcare based on an internally developed pharmaceutical pricing resource.</p> <p>When a rate is not published by CMS for the service and no industry standard methodology applies to the service, or the provider does not submit sufficient information on the claim to pay it under CMS published rates or an industry standard methodology, the Allowed Amount will be 50% of the provider's billed charge, except that the Allowed Amount for certain mental health and substance use disorder treatment will be 80% of the billed charge.</p> <p>Pricing of the Allowed Amount will be conducted by UnitedHealthcare, Inc. United Healthcare, updates the CMS published rate data on a regular basis when updated data from CMS becomes available. These updates are typically implemented within 30 to 90 days after CMS updates its data.</p> <p>As stated above, the Allowed Amount is the maximum amount the Plan will pay for Covered Benefits minus any applicable Member Cost Sharing. Most Non-Plan Providers are permitted to charge amounts for Covered Benefits in excess of the Allowed Amount. In that event, the Plan is responsible for payment of the Allowed Amount, minus any applicable Member Cost Sharing. The Member is responsible for paying the applicable Member Cost Sharing amount and any additional amount charged by the Non-Plan Provider.</p>
6 . Anniversary Date	
	<p>The date upon which your yearly premium rate is adjusted and benefit changes become effective. This <i>Handbook</i>, <i>Schedule of Benefits</i>, and <i>Prescription Drug Brochure</i>, will terminate unless renewed on the Anniversary Date.</p> <p>For Example: If your Anniversary Date is January 1st, this is the date when the Plan goes into effect and begins to pay for Covered Benefits.</p>

Glossary Term	Definition
7 . Authorized Representative	
	A person to whom you have given express written consent to represent you in an external review; a person authorized by law to provide consent to request an external review on your behalf; a family member or treating health care provider if you are unable to provide consent to request an external review; or a provider from which you are receiving active treatment.
8 . Benefit Handbook (or Handbook)	
	This document that describes the terms and conditions of the Plan, including but not limited to, Covered Benefits and exclusions from coverage.
9 . Benefit Limit	
	<p>The day, visit or dollar limit maximum that applies to certain Covered Benefits. Once the Benefit Limit has been reached, no more benefits will be paid for such services or supplies. If you exceed the Benefit Limit, you are responsible for all charges incurred. The Benefit Limits applicable to your Plan are listed in your Schedule of Benefits.</p> <p>For Example: If your Plan offers 30 visits per Calendar Year for physical therapy services, once you reach your 30 visit limit for that Calendar Year, no additional benefits for that service will be covered by the Plan.</p>
10 . Calendar Year	
	The one-year period beginning on January 1 for which benefits are purchased and administered. Benefits for which limited yearly coverage is provided renew at the beginning of the Calendar Year. Benefits for which limited coverage is provided every two years renew at the beginning of every second Calendar Year.
11 . Centers of Excellence	
	Certain specialized services are only covered when received from designated providers with special training, experience, facilities or protocols for the service. Centers of Excellence are selected by us based on the findings of recognized specialty organizations or government agencies such as Medicare.
12 . Clinical Peer	
	A Physician or other licensed health care practitioner who holds a non-restricted license in a state in the U.S., is board certified in the same or similar specialty as typically manages the medical condition, procedure, or treatment under review, and whose compensation does not depend, directly or indirectly, upon the quantity, type, or cost of the medical condition, procedure, or treatment that the practitioner approves or denies on behalf of the Plan.
13 . Coinsurance	
	<p>A percentage of the Allowed Amount, or Recognized Amount, if applicable, for certain Covered Benefits that must be paid by the Member. Coinsurance amounts are in addition to any Deductible and any applicable Copayment. Coinsurance amounts applicable to your Plan are stated in your Schedule of Benefits.</p> <p>For Example: If the Coinsurance for a service is 20%, you pay 20% of the Allowed Amount while we pay the remaining 80%.</p>

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Glossary Term	Definition
14 . Copayment	
	<p>A fixed dollar amount you must pay for certain Covered Benefits. The Copayment is usually due at the time services are rendered or when billed by the provider. Your specific Copayment amounts, and the services to which they apply, are listed in your Schedule of Benefits.</p> <p>Occasionally the Copayment may exceed the contract rate payable by the Plan for a service. If the Copayment is greater than the contract rate, you are responsible for the full Copayment, and the provider keeps the entire Copayment.</p> <p>For Example: If your Plan has a \$20 Copayment for outpatient visits, you'll pay \$20 at the time of the visit or when you are billed by the provider.</p>
15 . Cosmetic Services	
	Cosmetic Services are surgery, procedures or treatments that are performed primarily to reshape or improve the individual's appearance.
16 . Covered Benefit(s)	
	The products and services that a Member is eligible to receive, or obtain payment for, under the Plan.
17 . Custodial Care	
	Services provided to a person for the primary purpose of meeting non-medical personal needs (e.g., bathing, dressing, preparing meals, including special diets, taking medication, assisting with mobility).
18 . Deductible	
	<p>A specific dollar amount that is payable by a Member for Covered Benefits received each Calendar Year before any benefits subject to the Deductible are payable by the Plan. There may be an individual Deductible and a family Deductible, and you may have different Deductibles that apply to different Covered Benefits under your Plan. If a family Deductible applies to your Plan, it will be stated in your Schedule of Benefits. The Deductible does not apply to non-Covered Benefits.</p> <p>For Example: If your Plan has a \$500 Deductible and you have a claim with the Allowed Amount of \$1,000, you will be responsible for the first \$500 to satisfy your Deductible requirement before the Plan begins to pay benefits.</p>
19 . Dental Care	
	Any service provided by a licensed dentist involving the diagnosis or treatment of any disease, pain, injury, deformity or other condition of the human teeth, alveolar process, gums, jaw or associated structures of the mouth. However, surgery performed by an oral maxillofacial surgeon to correct positioning of the bones of the jaw (orthognathic surgery) is not considered Dental Care within the meaning of this definition.
20 . Dependent	
	A Member of the Subscriber's family who (1) meets the eligibility requirements for coverage through a Subscriber as described in section 3. <i>Dependent Eligibility</i> and (2) is enrolled in the Plan.

Glossary Term	Definition
21 . Direct Primary Care Provider	
	<p>An individual who is a licensed physician or osteopathic physician or other advanced health care practitioner who is a non-Plan Provider, who is authorized to engage in independent medical practice in Maine, who is qualified to provide primary care services and who chooses to practice direct primary care by entering into a direct primary care service agreement with patients. The term includes, but is not limited to, an individual primary care provider or a group of primary care providers.</p> <p>Please Note: A referral can be made by a Direct Primary Care Provider who is not included in the Plan's provider network, subject to confirmation of the Direct Primary Care Provider's relationship with the Member.</p>
22 . Enrollment Area	
	<p>The geographic area in which you must live in order to be eligible to enroll as a Member under the Plan. The Enrollment Area includes the counties of Aroostook, Penobscot, Piscataquis, Somerset, Washington, and Hancock. We may add or delete counties from the Enrollment Area from time to time.</p>
23 . Evidence of Coverage (EOC)	
	<p>The legal documents, including the Benefit Handbook, Schedule of Benefits, Prescription Drug Brochure, and any applicable riders and amendments which describe the services covered by the Plan, and other terms and conditions of coverage.</p>
24 . Experimental, Unproven, or Investigational	
	<p>Any products or services, including, but not limited to, drugs, devices, treatments, procedures, and diagnostic tests, will be deemed Experimental, Unproven, or Investigational by us under this Benefit Handbook for use in the diagnosis or treatment of a particular medical condition if any the following is true:</p> <ol style="list-style-type: none"> The product or service is not recognized in accordance with generally accepted medical standards as being safe and effective for the use in the evaluation or treatment of the condition in question. In determining whether a service has been recognized as safe or effective in accordance with generally accepted evidence-based medical standards, primary reliance will be placed upon data from published reports in authoritative medical or scientific publications that are subject to established peer review by qualified medical or scientific experts prior to publication. In the absence of any such reports, it will generally be determined that a service, procedure, device or drug is not safe and effective for the use in question. In the case of a drug, the drug has not been approved by the United States Food and Drug Administration (FDA) (this does not include off-label uses of FDA approved drugs) or if approved for lawful marketing by the FDA and reliable scientific evidence does not support that the treatment is effective in improving health outcomes or that appropriate patient selection has not been determined. For purposes of the fertility treatment only, the service, procedure, drug or device has not been recognized as a "non-experimental infertility procedure" under the Maine Fertility Care statute or its implementing regulations 24-A MRSA §4320-U.
25 . Family Coverage	
	<p>Coverage for a Member and one or more Dependents.</p>
26 . Habilitation Services	
	<p>Health care services that help a person keep, learn, or improve skills and functioning for daily living. These services may include physical and occupational therapies and speech-language services.</p>

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Glossary Term	Definition
27 . Harvard Pilgrim Health Care (HPHC)	
	Harvard Pilgrim Health Care is a Massachusetts corporation that is licensed as a Health Maintenance Organization (HMO) in the state of Maine. HPHC provides or arranges for health care benefits to Members through a network of Primary Care Providers, specialists and other providers.
28 . Health Savings Account or HSA	
	A tax-exempt trust or custodial account, similar to an individual retirement account (IRA), but established to pay qualified medical expenses. In order to establish a Health Savings Account an individual must: (1) be covered under a High Deductible Health Plan during the months in which contributions are made to the account; (2) not be covered by any other health plan that is not a High Deductible Health Plan (with certain limited exceptions established by law); (3) not be entitled to Medicare benefits; and (4) not be claimed as a dependent on another person's tax return. Members should consult a qualified tax advisor before establishing a Health Savings Account.
29 . High Deductible Health Plan	
	A health care plan that meets the requirements of Section 223 of the Internal Revenue Code with respect to Deductibles and Out-of-Pocket Maximums. A person who is enrolled in a High Deductible Health Plan and meets other requirements stated in that law may establish a Health Savings Account (or HSA) for the purpose of paying qualified medical expenses.
30 . Hospital	
	An inpatient facility that is licensed to operate pursuant to law and that is primarily and continuously engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged basis and under the supervision of a staff of licensed Physicians) medical, diagnostic, and major surgical facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made.
31 . Individual Coverage	
	Coverage for a Subscriber only. No coverage for Dependents is provided.
32 . Medical Drugs	
	A prescription drug that is administered to you either (1) in a doctor's office or other outpatient medical facility, or (2) at home while you are receiving home health care services or receiving drugs administered by home infusion services. Medical Drugs cannot be self-administered. The words "cannot be self-administered" mean that the active participation of skilled medical personnel is always required to take the drug. When a Member is receiving drugs in the home, the words "cannot be self-administered" will also include circumstances in which a family member or friend is trained to administer the drug and ongoing supervision by skilled medical personnel is required.

Glossary Term	Definition
33 . Medical Emergency	<p>The sudden and, at the time, unexpected onset of a physical or behavioral health condition, including severe pain, manifesting itself by symptoms of sufficient severity, regardless of the final diagnosis that is given, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that the absence of immediate medical attention for the Member could reasonably be expected to result in: (a) placing the Member's physical and/or mental health in serious jeopardy (or with respect to pregnant woman, the health of the woman or her unborn child); (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. Examples of Medical Emergencies are: heart attack or suspected heart attack, stroke, shock, major blood loss, choking, severe head trauma, loss of consciousness, seizures, and convulsions. A Medical Emergency includes a situation involving a pregnant woman who is having contractions where there is either inadequate time to safely transfer her to another Hospital before delivery or any transfer may pose a threat to the safety of the woman or unborn child.</p>
34 . Medical Emergency Services	<p>Services provided during a Medical Emergency, including:</p> <ul style="list-style-type: none"> • A medical screening examination (as required under section 1867 of the Social Security Act or as would be required under such section if such section applied to an independent freestanding emergency department) that is within the capability of the emergency department of a Hospital, or an independent freestanding emergency department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Medical Emergency, and • Further medical examination and treatment, within the capabilities of the staff and facilities available at the Hospital or independent freestanding emergency department, as applicable, as are required under section 1867 of the Social Security Act, or as would be required under such section if such section applied to an independent freestanding emergency department, to stabilize the patient (regardless of the department of the Hospital in which such further exam or treatment is provided). • Items and services, otherwise covered under the Plan, that are provided by a Non-Plan Provider or facility (regardless of the department of the Hospital in which the items and services are provided) after the Member is stabilized and as part of an inpatient stay or outpatient services that are connected to the original Medical Emergency, unless each of the following conditions are met: <ul style="list-style-type: none"> a. The Provider or facility, as described above, determines the Member is able to travel using non-medical transportation or non-emergency medical transportation. b. The Provider furnishing the additional items and services satisfies notice and consent criteria in accordance with applicable law. c. The patient is in such a condition to receive information as stated in b) above and to provide informed consent in accordance with applicable law. d. Any other conditions as specified by the Secretary.

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Glossary Term	Definition
35 . Medically Necessary or Medical Necessity	
	<p>Health care services or products provided to a Member for the purpose of preventing, diagnosing or treating an illness, injury or disease or the symptoms of an illness, injury or disease in a manner that is: (a) consistent with generally accepted standards of medical practice, (b) clinically appropriate in terms of type, frequency, extent, location of service and duration, (c) demonstrated through scientific evidence to be effective in improving health outcomes, (d) representative of best practices in the medical profession, and (e) not primarily for the convenience of the enrollee or Physician or other health care provider.</p> <p>Please Note: To determine coverage of Medically Necessary services, we use Medical Necessity Guidelines (MNG) created using clinical review criteria to evaluate whether certain services or procedures are Medically Necessary for a Member's care. Members or their practitioners may obtain a copy of the Medical Necessity Guideline(s) applicable to a service or procedure for which coverage is requested by going online or calling 1-877-907-4742.</p>
36 . Medicare	
	The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.
37 . Member	
	Any Subscriber or Dependent covered under the Plan.
38 . Member Cost Sharing	
	The responsibility of Members to assume a share of the cost of the benefits provided under the Plan. Member Cost Sharing may include Copayments, Coinsurance and Deductibles. Please refer to your Schedule of Benefits for the specific Member Cost Sharing that applies to your Plan. There may be two types of office visit cost sharing that apply to your Plan: a lower cost sharing known as "Level 1" and a higher cost sharing known as "Level 2."
39 . Network	
	Providers of health care services, including but not limited to, Physicians, Hospitals and other health care facilities that are under contract with us to provide services to Members.
40 . Non-Plan Provider	
	A provider of health care services that is not under contract with us to provide care to Members.
41 . Nurse	
	A person duly licensed as a Nurse, including a registered Nurse; licensed practical Nurse, and a licensed Nurse who is certified by the American Nurses' Association as a clinical specialist in adult psychiatric and mental health nursing or as a clinical specialist in child and adolescent psychiatric and mental health nursing that provides services within the scope of an applicable statute or administrative rules of the licensing or registry board of the applicable state.
42 . Out-of-Network Rate	
	With respect to a Surprise Bill, the total amount paid by the Plan to a Non-Plan Provider for Covered Benefits under section 2799A-1 and 2799A-2 of the Public Service Act and their implementing regulations for: (1) Emergency Medical Services, (2) non-emergency ancillary services, (3) non-emergency, non-ancillary services, and (4) air ambulance services. The amount is based on: (1) Applicable state law, (2) an All Payer Model Agreement if adopted, (3) the initial payment made by us or the amount subsequently agreed to by the Non-Plan Provider and us, or (4) the amount determined by Independent Dispute Resolution between us and the Non-Plan Provider.

HMO HSA FOR INDIVIDUAL MEMBERS - MAINE

Glossary Term	Definition
43 . Out-of-Pocket Maximum	
	<p>An Out-of-Pocket Maximum is a limit on the amount of Copayments, Coinsurance and Deductibles that you must pay for Covered Benefits in a Calendar Year. The Out-of-Pocket Maximum is specified in your Schedule of Benefits.</p> <p>Please Note: Charges above the Allowed Amount never apply to the Out-of-Pocket Maximum.</p> <p>For Example: If your plan has an individual Out-of-Pocket Maximum of \$1,000, this is the most Member Cost Sharing you will pay for out-of-pocket costs for that Calendar Year. As an example, the Out-of-Pocket Maximum can be reached by the following: \$500 in Deductible expenses, \$400 in Coinsurance expenses and \$100 in Copayment expenses.</p>
44 . Physical Functional Impairment	
	<p>A condition in which the normal or proper action of a body part is damaged, and affects the ability to participate in Activities of Daily Living. Physical Functional Impairments include, but are not limited to, problems with ambulation, communication, respiration, swallowing, vision, or skin integrity.</p> <p>A physical condition may impact an individual's emotional well-being or mental health. However such impact is not considered in determining whether or not a Physical Functional Impairment exists. Only the physical consequences of a condition are considered.</p>
45 . Physician	
	A person duly licensed as a Doctor of Medicine or Doctor of Osteopathy that provides services within the scope of an applicable license and training and in accordance with applicable laws.
46 . Plan	
	This package of health care benefits offered by Harvard Pilgrim Health Care.
47 . Plan Provider	
	Providers of health care services in the Service Area that are under contract to provide care to Members of your Plan. Plan Providers include, but are not limited to Hospitals; Skilled Nursing Facilities; and medical professionals including: Physicians, psychiatrists, Nurse practitioners, advanced practice registered Nurses, Physician assistants, certified midwives, certified Nurse midwives, certified registered Nurse anesthetists, registered first Nurse assistants, naturopaths, acupuncturists, dentists, independent practice dental hygienists, dental hygiene therapist, chiropractors, essential health care providers (rural health clinics), and licensed mental health professionals, including psychologists, clinical social workers, marriage and family therapists, psychiatric/mental health advanced registered Nurse practitioners, alcohol and drug counselors, clinical mental health counselors, optometrists, and pastoral psychotherapists/counselors. Services must be within the lawful scope of the licensing required for such Provider in Maine. Plan Providers are listed in the Provider Directory.
48 . Premium	
	A payment made to us for health coverage under the Plan.

Glossary Term	Definition
49 . Primary Care Provider (PCP)	
	A Plan Provider designated to help you maintain your health and to provide and authorize your medical care under the Plan. A PCP may be a Physician specializing in internal medicine, family practice, general practice, pediatrics, obstetrics and gynecology, a Physician assistant licensed by the by the Board of Osteopathic Licensure or the Board of Licensure In Medicine, or a certified Nurse practitioner licensed by the Maine Board of Nursing, supervised by a doctor in one of those specialties. A PCP may designate other Plan Providers to provide or authorize a Member's care.
50 . Prior Approval (also known as Prior Authorization)	
	A program to verify that certain Covered Benefits are, and continue to be, Medically Necessary and provided in an appropriate and cost-effective manner.
51 . Provider Directory	
	A directory that identifies Plan Providers. We may revise the Provider Directory from time to time without notice to Members. The most current listing of Plan Providers is available on www.harvardpilgrim.org .
52 . Recognized Amount	
	With respect to a Surprise Bill, the amount on which a Copayment, Coinsurance or Deductible is based for Medical Emergency Services and certain non-emergency Covered Benefits when provided by Non-Plan Providers. The amount under sections 2799A-1 and 2799A-2 of the Public Service Act and their implementing regulations is based on: (1) Applicable state law, (2) an All Payer Model Agreement if adopted, or (3) the lesser of the amount billed by the Provider or the qualifying payment amount as determined under applicable law. Please Note: Member Cost Sharing based on the Recognized Amount may be higher or lower than Member Cost Sharing based on the Allowed Amount.
53 . Referral	
	An instruction from your PCP that gives you the ability to see another Plan Provider for services that may be out of your PCP's scope of practice.
54 . Rehabilitation Services	
	Rehabilitation Services are treatments for disease or injury that restore or move an individual toward functional capabilities prior to disease or injury. For treatment of congenital anomalies with significant functional impairment, Rehabilitation Services improve functional capabilities to or toward normal function for age appropriate skills. Only the following are covered: cardiac rehabilitation therapy; occupational therapy; physical therapy; pulmonary rehabilitation therapy; speech therapy; or an organized program of these services when rendered by a health care professional licensed to perform these therapies.
55 . Service Area	
	The geographic area where Plan Providers are available to manage a Member's care.
56 . Sickness	
	An illness or disease of an insured person.
57 . Skilled Nursing Facility	
	An inpatient extended care facility, or part of one, that is operating pursuant to law and provides skilled nursing services.
58 . Subscriber	
	The person who meets the Subscriber eligibility requirements described in this Benefit Handbook and is enrolled in the Plan.

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Glossary Term	Definition
59 . Surgery - Outpatient	
	A surgery or procedure in a day surgery department, ambulatory surgery department or outpatient surgery center that requires operating room, anesthesia and recovery room services.
60 . Surprise Bill	
	An unexpected bill you may receive if: (1) you obtain services from a Non-Plan Provider in an emergency, (2) you obtain services from a Non-Plan Provider while you were receiving a service from a Plan Provider or facility, and you did not knowingly select the Non-Plan Provider, or (3) you obtain services from a Non-Plan Provider during a service previously approved or authorized by HPHC where you did not knowingly select a Non-Plan Provider.
61 . Surrogacy	
	Any procedure in which a person serves as the gestational carrier of a child with the goal or intention of transferring custody of the child after birth to an individual (or individuals) who is (are) unable or unwilling to serve as the gestational carrier. This includes both procedures in which the gestational carrier is, and is not, genetically related to the child.
62 . Urgent Care	
	Medically Necessary services for a condition that requires prompt medical attention but is not a Medical Emergency.

III. Covered Benefits

This Section contains detailed information on the benefits covered under your Plan. Member Cost Sharing information and any applicable benefit limitations that apply to your Plan are listed in your Schedule of Benefits. Benefits are administered on a Calendar Year basis.

Basic Requirements for Coverage

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

- Listed as a Covered Benefit in this section.
- Medically Necessary.
- Not excluded in the *IV. Exclusions* section.
- Received while an active Member of the Plan.
- Provided by or upon Referral from your PCP. This requirement does not apply to care needed in a Medical Emergency. Please see section *I.D.1. Your PCP Manages Your Health Care* for other exceptions that apply.
- Provided by a Plan Provider. This requirement does not apply to care needed in a Medical Emergency. Please see *I.D.3. Using Plan Providers* for other exceptions that apply.

Benefit	Description
63 . Acupuncture Treatment	The Plan covers acupuncture treatment, including electro-acupuncture, that is provided for the treatment of neuromusculoskeletal pain.
64 . Ambulance and Medical Transport	<p>Emergency Ambulance Transport</p> <p>If you have a Medical Emergency, your Plan covers ambulance transport to the nearest Hospital that can provide you with Medically Necessary care.</p> <p>Non-Emergency Medical Transport</p> <p>You're also covered for non-emergency medical transport, including but not limited to ambulance and wheelchair vans, between Hospitals or other covered health care facilities or from a covered facility to your home when Medically Necessary. Services must be arranged by a Plan Provider.</p>
65 . Autism Spectrum Disorders Treatment	<p>The Plan covers the following services for the treatment of autism spectrum disorders to the extent required by Maine law:</p> <ul style="list-style-type: none"> • Any assessments, evaluations or tests by a licensed Physician or psychologist to diagnose whether a Member has an autism spectrum disorder. • Rehabilitation and Habilitation Services, including applied behavior analysis or other professional or counseling services necessary to develop, maintain and restore the functioning of an individual to the extent possible. To be covered by the Plan, applied behavior analysis must be provided by a person professionally certified by a national board of behavior analysts or performed under the supervision of a person professionally certified by a national board of behavior analysts. • Counseling services provided by a licensed psychiatrist, psychologist, clinical professional counselor or clinical social worker. • Therapy services provided by a licensed or certified speech therapist, occupational therapist or physical therapist.

Benefit	Description
Autism Spectrum Disorders Treatment (Continued)	
	<ul style="list-style-type: none"> • Prescription drugs in the same manner as provided for the treatment of any other illness or condition. <p>For purposes of this section the following terms have defined as follows:</p> <p>“Applied behavior analysis” means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.</p> <p>“Autism spectrum disorders” means any of the pervasive developmental disorders as defined by the Diagnostic and Statistical Manual of Mental Disorders, 4th edition, including autistic disorder, Asperger's disorder and pervasive developmental disorder not otherwise specified.</p>
66 . Bariatric Surgery	
	<p>The Plan covers the surgical treatment of obesity and morbid obesity (bariatric surgery). Services are covered in accordance with the patient qualification and treatment standards set forth by the American Society for Metabolic and Bariatric Surgery or the American College of Surgeons. Coverage may be limited or excluded under your Plan unless services are performed at a designated Center of Excellence. Please see the section <i>I.D.4. Centers of Excellence</i> for important information concerning your coverage for this service.</p> <p>Important Notice: We use Medical Necessity Guidelines to evaluate whether bariatric surgery is Medically Necessary. If you are planning to receive bariatric surgery services we recommend that you review the current Medical Necessity Guidelines. To obtain a copy, please call 1-877-907-4742.</p>
67 . Breast Cancer Treatment	
	<p>The Plan covers breast cancer treatment, including prostheses and the following services:</p> <ul style="list-style-type: none"> • Inpatient care for a mastectomy, a lumpectomy or a lymph node dissection is covered for a period of time determined to be medically appropriate by the attending Physician, in consultation with the Member. • If the Member elects breast reconstruction following mastectomy surgery, the Plan covers reconstruction in the manner chosen by the Member and the Physician. Coverage includes reconstruction of the breast on which the mastectomy was performed and surgery and reconstruction of the other breast to produce a symmetrical appearance. • Physical complications for all stages of mastectomy, including lymphademas are covered in a manner determined in consultation with the attending Physician and the Member.
68 . Chemotherapy and Radiation Therapy	
	<p>The Plan covers outpatient chemotherapy administration and radiation therapy at a Hospital or other outpatient medical facility. Covered Benefits include the facility charge, the charge for related supplies and equipment, and Physician services for anesthesiologists, pathologists and radiologists.</p>

Benefit	Description
69 . Chiropractic Care/Treatment by Adjustment or Manipulation	
	<p>The Plan covers Medically Necessary chiropractic services for musculoskeletal conditions up to the benefit limit stated in your Schedule of Benefits. Therapeutic adjustive and manipulative services are covered when performed by an allopathic, osteopathic or chiropractic doctor. The following services are covered:</p> <ul style="list-style-type: none"> • Diagnostic x-ray • Care within the scope of standard chiropractic practice
70 . Clinical Trials	
	<p>The Plan covers services for Members enrolled in a qualified clinical trial for the treatment, prevention or detection of any form of cancer or other life-threatening disease under the terms and conditions provided for under Maine and federal law. All of the requirements for coverage under the Plan apply to coverage under this benefit. Coverage is provided under this benefit for services that are Medically Necessary for the treatment of your condition, consistent with the study protocol of the clinical trial, and for which coverage is otherwise available under the Plan.</p>
71 . COVID-19 Services	
	<p>The Plan covers the following services for COVID-19 in accordance with federal and state law:</p> <ul style="list-style-type: none"> • COVID-19 screening and testing for COVID-19, except when such screening and testing is part of a surveillance testing program. This coverage is provided at no cost to the Member after the Deductible has been met. • COVID-19 immunization is covered for any COVID-19 vaccine licensed or authorized under an emergency use authorization by the United States Food and Drug Administration that is recommended by the United States Centers for Disease Control and Prevention Advisory Committee on Immunization Practices, or successor organization, for administration to a Member. This coverage is provided at no cost to the Member.
72 . Dental Services	
	<p>Important Notice: The Plan does not provide dental insurance. It covers only the limited Dental Care described below.</p> <p>Emergency Dental Care:</p> <p>The Plan covers emergency Dental Care needed due to an injury to sound, natural teeth, or to dental prostheses. All services, except for suture removal, must be received within six months of injury or within six months of the effective date of coverage, whichever is later. Only the following services are covered:</p> <ul style="list-style-type: none"> • Extraction of the teeth or dental prostheses damaged in the injury when needed to avoid infection • Reimplantation and stabilization of dislodged teeth or dental prostheses • Repositioning and stabilization of partly dislodged teeth or dental prostheses • Suturing and suture removal • Medication received from the provider

Benefit	Description
Dental Services (Continued)	<p>Extraction of Teeth Impacted in Bone:</p> <p>The Plan covers extraction of teeth impacted in bone. Only the following services are covered:</p> <ul style="list-style-type: none"> • Extraction of teeth impacted in bone Pre-operative and post-operative care, immediately following the procedure • Anesthesia • Bitewing x-rays <p>Dental Services for Cancer Patients</p> <p>The plan covers Medically Necessary dental procedures in accordance with state law for Members who have been diagnosed with cancer. Covered services include the following:</p> <ul style="list-style-type: none"> • Fluoride treatment • Laboratory assessments, medications and treatments • Medically Necessary dental procedures to reduce the risk of infection, eliminate infection, or to treat tooth loss or decay prior to beginning cancer treatment. • Medically Necessary dental procedures to reduce the risk of infection, eliminate infection, or to treat tooth loss or decay that are a direct or indirect result of cancer treatment. <p>General Anesthesia for Dentistry:</p> <p>The Plan covers general anesthesia and associated facility charges for dental procedures rendered in a Hospital for certain conditions. The following conditions are covered:</p> <ul style="list-style-type: none"> • Members, including infants, with physical, intellectual or medically compromising conditions in which general anesthesia is Medically Necessary. • Members for which local anesthesia is ineffective due to acute infection, anatomic variation or allergy. • Extremely uncooperative, fearful, anxious, or uncommunicative children or adolescents with dental needs that can not be postponed and for whom lack of treatment may result in dental or oral pain or infection, loss of teeth or other increased oral or dental morbidity. • Members with extensive oral-facial or dental trauma for which local anesthesia would be ineffective or compromised. <p>Other Dental Services:</p> <p>The Plan also provides benefits for:</p> <ul style="list-style-type: none"> • Setting a jaw fracture • Removing a tumor (but not a root cyst)

Benefit	Description
Dental Services (Continued)	
	<p>Please Note: Your Plan may provide coverage for pediatric dental services. Please see your associated rider to determine if you have this coverage.</p>
73 . Diabetes Services and Supplies	
	<p>Diabetes Self-Management and Training/Diabetic Eye Examinations/Foot Care:</p> <p>The Plan covers outpatient self-management education and training for the treatment of diabetes, including medical nutrition therapy services, used to diagnose or treat insulin-dependent diabetes, non-insulin dependent diabetes, or gestational diabetes. Services must be provided on an individual basis and be provided by a Plan Provider. Benefits also include medical eye exams (dilated retinal exams) and preventive foot care. Diabetes equipment and supplies are also covered.</p> <p>Some equipment and supplies listed below may be furnished by a Durable Medical Equipment (DME) provider or a pharmacy. Your Member Cost Sharing is based on who furnishes the equipment and/or supplies.</p> <p>The following items are covered:</p> <p>Diabetes Equipment (covered under your DME benefit):</p> <ul style="list-style-type: none"> • Blood glucose monitors • Continuous glucose monitors • Dosage gauges • Injectors • Insulin pumps (including supplies) and infusion devices • Lancet devices • Therapeutic molded shoes and inserts • Visual magnifying aids • Voice synthesizers <p>Please see the “Durable Medical Equipment (DME)” benefit for more information.</p> <p>Pharmacy Supplies (covered at a pharmacy)::</p> <ul style="list-style-type: none"> • Blood glucose strips • Certain blood glucose monitors • Certain insulin pumps (including supplies) and infusion devices • Flash glucose monitors (including supplies) • Insulin, insulin needles and syringes • Lancets • Oral agents for controlling blood sugar • Urine and ketone test strips <p>For coverage of pharmacy items listed above, you must get a prescription from your Plan Provider and present it at a participating pharmacy. Member Cost Sharing for up to a 30 day supply of insulin will not exceed \$35 in accordance with state law. You can find participating pharmacies by</p>

Benefit	Description
Diabetes Services and Supplies (Continued)	
	<p>logging into your secure online account at www.harvardpilgrim.org or by calling the Member Services Department at 1-877-907-4742.</p> <p>Please see the 'Drug Coverage' benefit for more information.</p>
74 . Dialysis	
	<p>The Plan covers dialysis on an inpatient, outpatient or at home basis and dialysis training. If you are enrolled in Medicare and Medicare is the primary payer, the Plan will cover only those costs that exceed what would be payable by Medicare.</p> <p>Coverage for dialysis in the home includes non-durable medical supplies, and drugs and equipment necessary for dialysis.</p> <p>We must approve dialysis services if you are temporarily traveling outside of the state where you live. We will cover dialysis services for up to 30 days of travel per Calendar Year. You must make arrangements in advance with your Plan Provider.</p>
75 . Drug Coverage	
	<p>1. Drug Coverage under this Benefit Handbook</p> <p>a Medical Drugs: Drugs Received During Outpatient or Home Care. A Medical Drug is administered to you either (1) in a doctor's office or other outpatient medical facility, or (2) at home while you are receiving home care services or receiving drugs administered by home infusion services.</p> <p>Medical Drugs cannot be self-administered. The words "cannot be self-administered" mean that the active participation of skilled medical personnel is always required to take the drug. When a Member is receiving drugs in the home, the words "cannot be self-administered" will include circumstances in which a family member or friend is trained to administer the drug and ongoing supervision by skilled medical personnel is required.</p> <p>An example of a drug that cannot be self-administered is a drug that must be administered intravenously. Examples of drugs that can be self-administered are drugs that can be taken in pill form and drugs that are typically self-injected by the patient.</p> <p>See your Schedule of Benefits for your Medical Drug Member Cost Sharing.</p> <p>b Drugs and supplies required by law.</p> <p>Some drugs or supplies required by law may only be available through a pharmacy. Coverage is provided for:</p> <ul style="list-style-type: none"> • certain diabetes supplies (See the "Diabetes Services and Supplies" benefit for details.); and • certain prescribed self-administered anti-cancer medications used to kill or slow the growth of cancerous cells are covered with no Member Cost Sharing after the Deductible has been met. <p>No coverage is provided under this Benefit Handbook for: (1) drugs that have not been approved by the United States Food and Drug Administration; (2) drugs the Plan excludes or limits, including, but not limited to, drugs for cosmetic purposes; and (3) any drug that is obtained at an outpatient pharmacy except as explained above.</p>

Benefit	Description
Drug Coverage (Continued)	
	<p>2. Outpatient Prescription Drug Coverage</p> <p>In addition to the coverage provided under this Benefit Handbook, you also have HPHC's outpatient prescription drug rider. That rider covers most prescription drugs purchased at an outpatient pharmacy.</p> <p>See the Prescription Drug Brochure for more information. See your ID card for your Member Cost Sharing..</p>
76 . Durable Medical Equipment (DME)	
	<p>The Plan covers DME when Medically Necessary and ordered by a Plan Provider. We will rent or buy all equipment. The cost of the repair and maintenance of covered equipment is also covered.</p> <p>In order to be covered, all equipment must be:</p> <ul style="list-style-type: none"> • Able to withstand repeated use; • Not generally useful in the absence of disease or injury; • Normally used in the treatment of an illness or injury or for the rehabilitation of an abnormal body part; and • Suitable for home use. <p>Coverage is only available for:</p> <ul style="list-style-type: none"> • The least costly equipment adequate to allow you to perform Activities of Daily Living. Activities of Daily Living do not include special functions needed for occupational purposes or sports; and • One item of each type of equipment that meets the Member's need. No back-up items or items that serve a duplicate purpose are covered. For example, the Plan covers a manual or an electric wheelchair, not both. <p>Covered equipment and supplies include:</p> <ul style="list-style-type: none"> • Canes • Certain diabetes supplies and equipment (See the "Diabetes Services and Supplies" benefit for details) • Certain types of braces • Crutches • Hospital beds • Oxygen and oxygen equipment • Respiratory equipment • Walkers • Wheelchairs • Medically Necessary orthotic devices for the treatment of: (a) diabetes mellitus; (b) impaired circulation/sensation of the foot; (c) chronic neuromuscular disease; or (d) rheumatoid arthritis and variants <p>Member Cost Sharing amounts you are required to pay are based on the cost of equipment to the Plan.</p>

Benefit	Description
77 . Early Intervention Services	
	<p>The Plan covers early intervention services for children with an identified developmental disability or delay. Coverage is provided for children from birth up to 3 years of age. The Plan covers early intervention services up to the Benefit Limit stated in your Schedule of Benefits.</p> <p>Coverage under this benefit is only available for services rendered by the following types of providers:</p> <ul style="list-style-type: none"> • Occupational therapists • Physical therapists • Speech-language pathologists • Clinical social workers
78 . Emergency Room Care	
	<p>If you have a Medical Emergency, you are covered for care in a Hospital emergency room. Please remember the following:</p> <ul style="list-style-type: none"> • If you need follow-up care after you are treated in an emergency room, you should call your PCP. Your PCP will provide or arrange for most care you need. • If you are hospitalized, you must call the Plan at 1-877-907-4742 within 48 hours or as soon as you can. This telephone number can also be found on your ID card. If notice of hospitalization is given to the Plan or PCP by an attending emergency Physician no further notice is required
79 . Family Planning Services	
	<p>The Plan covers family planning services, including the following:</p> <ul style="list-style-type: none"> • Contraceptive monitoring • Family planning consultation • Pregnancy testing • Genetic counseling • Professional services relating to the injection of birth control drugs and the insertion or removal of birth control implants or devices. However, birth control drugs, implants or devices that must be obtained at an outpatient pharmacy, are covered under your outpatient pharmacy coverage.
80 . Fertility Treatment	
	<p>This fertility treatment benefit applies to members who meet the definition of a fertility patient under Maine Fertility Care statute or its implementing regulations 24-A MRSA §4320-U.</p> <p>A fertility patient is defined as an individual or couple with infertility, an individual or couple who is at increased risk of transmitting a serious inheritable genetic or chromosomal abnormality to a child or an individual unable to conceive as an individual or with a partner because the individual or couple does not have the necessary gametes for conception.</p> <p>The Plan covers the following diagnostic services for fertility:</p> <ul style="list-style-type: none"> • Consultation • Evaluation • Laboratory tests • Preimplantation genetic testing (PGT)

Benefit	Description
Fertility Treatment (Continued)	
	<p>When a Member meets Medical Necessity Guidelines, the Plan will cover the following fertility treatment. Only the following services are included:</p> <ul style="list-style-type: none"> • Therapeutic donor insemination, including related sperm procurement and storage. • Donor egg procedures, and related egg and inseminated egg procurement, processing and storage • Donor oocyte (DO/IVF) • Donor embryo/frozen embryo transfer (DO/FET) • Frozen embryo transfer (FET) • Assisted hatching • Gamete intrafallopian transfer (GIFT) • Intra-cytoplasmic sperm injection (ICSI) • Intra-uterine insemination (IUI) up to three cycles per lifetime • In-vitro fertilization (IVF) including in vitro fertilization where the embryo is transferred to a gestational carrier or surrogate who is a Member of the Plan • Zygote intrafallopian transfer (ZIFT) • Microsurgical epididymal sperm aspiration (MESA) • Testicular sperm extraction (TESE) • Sperm collection, freezing and storage is also covered for male Members in active fertility treatment. • Cryopreservation of eggs, sperm, and embryos when the Member is in active fertility treatment. <p>Please Note: Storage of gametes, embryos and reproductive material is covered from the time of cryopreservation for a period of 5 years. Benefits for any combination of in vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), or fresh or frozen embryo transfer (FET) are limited to two cycles per lifetime.</p> <p>Important Notice: We use evidence based clinical criteria to evaluate whether the use of fertility treatment is Medically Necessary. Fertility treatments evolve and new treatments may be developed. If you are planning to receive fertility treatment we recommend that you review the current Medical Necessity Guidelines online at www.harvardpilgrim.org. To obtain a copy, please call Member Services at 1-888-333-4742.</p>
81 . Gender Affirming Services	
	<p>The Plan covers gender affirming services to the extent Medically Necessary and in accordance with Medical Necessity Guidelines. Coverage includes surgery, related physician and behavioral health visits, and outpatient prescription drugs. If you are planning to receive gender affirming services, you should review the current Medical Necessity Guidelines that identifies covered services under this benefit. To receive a copy of HPHC guidelines please call 1-877-907-4742 or go to our website at www.harvardpilgrim.org.</p> <p>Benefits for gender affirming services are in addition to other benefits provided under the Plan. HPHC does not consider gender affirming services to be reconstructive surgery to correct a Physical Functional Impairment or Cosmetic Services. Coverage for reconstructive surgery or Cosmetic Services</p>

Benefit	Description
Gender Affirming Services (Continued)	
	<p>is limited to the services described under the Reconstructive Surgery benefit in this Benefit Handbook.</p> <p>Prior Approval Required: You must obtain prior approval for coverage under this benefit. If you use a Plan Provider, he/she will seek prior approval for you. The prior approval process is initiated by calling: 1-800-708-4414.</p>
82 . Hearing Aids	
	<p>The Plan covers the purchase of hearing aids for each hearing impaired ear in accordance with the following conditions:</p> <ul style="list-style-type: none"> • The Member's hearing loss must be documented by a Physician or state-licensed audiologist. • The hearing aid must be purchased from a state licensed audiologist or hearing aid dealer. <p>Coverage of hearing aids is provided up to the Benefit Limit stated in your Schedule of Benefits.</p>
83 . Home Health Care	
	<p>If you are homebound for medical reasons, you are covered for home health care services listed below. To be eligible for home health care, your Plan Provider must determine that skilled nursing care or physical therapy is an essential part of active treatment.</p> <p>When you qualify for home health care services as stated above, the Plan covers the following services:</p> <ul style="list-style-type: none"> • Durable medical equipment and supplies (must be a component of the home health care being provided) • Laboratory services • Medical social services • Medical and surgical supplies • Nutritional counseling • Palliative care • Physical therapy • Professional office visits • Occupational therapy • Services of a home health aide • Skilled nursing care • Speech therapy • Home infusion therapy • Enteral and parenteral therapy • X-rays

Benefit	Description
84 . Hospice Services	<p>The Plan covers hospice services for terminally ill Members who need the skills of qualified technical or professional health personnel for palliative care. Care may be provided at home or on an inpatient basis. Inpatient respite care is covered for the purpose of relieving the primary caregiver. Inpatient care is also covered in an acute Hospital or extended care facility when it is Medically Necessary to control pain and manage acute and severe clinical problems that cannot be managed in a home setting. Covered Benefits include:</p> <ul style="list-style-type: none"> • Care to relieve pain • Counseling • Drugs that cannot be self-administered • Durable medical equipment appliances • Home health aide services • Medical supplies • Nursing care • Physician services • Occupational therapy • Physical therapy • Speech therapy • Respiratory therapy • Respite care • Social services • Volunteer services • Bereavement services
85 . Hospital – Inpatient Services	<p>The Plan covers acute Hospital care including, but not limited to, the following inpatient services:</p> <ul style="list-style-type: none"> • Semi-private room and board, or private room and board when Medically Necessary • Doctor visits, including consultation with specialists • Medications • Palliative care • Laboratory, radiology, and other diagnostic services • Intensive care • Blood transfusions • Infusion therapy • Inhalation therapy • Surgery, including related services • Anesthesia, including the services of a Nurse-anesthetist • Radiation therapy • Physical therapy • Occupational therapy • Speech therapy

Benefit	Description
Hospital – Inpatient Services (Continued)	
	<ul style="list-style-type: none"> Medically Necessary breast reduction surgery and symptomatic varicose vein surgery, as required by Maine law. <p>In order to be eligible for coverage, the following service must be received at a Center of Excellence:</p> <ul style="list-style-type: none"> Weight loss surgery (bariatric surgery) <p>Please see the <i>I.D.4. Centers of Excellence</i> section for more information.</p>
86 . House Calls	
	The Plan covers house calls.
87 . Human Organ and Tissue Transplant Services	
	<p>The Plan covers Medically Necessary human organ transplants, including bone marrow transplants for a Member with metastasized breast cancer in accordance with the criteria of the National Cancer Institute.</p> <p>The Plan covers the following services when the recipient is a Member of the Plan:</p> <ul style="list-style-type: none"> Care for the recipient Donor search costs through established organ donor registries Donor costs that are not covered by the donor's health plan <p>If a Member is a donor for a recipient who is not a Member, then the Plan will cover the donor costs for the Member, when they are not covered by the recipient's health plan.</p>
88 . Laboratory, Radiology and Other Diagnostic Services (including Independent Laboratories and Freestanding Imaging Centers)	
	<p>The Plan covers laboratory and radiology services (including Advanced Radiology), and other diagnostic services on an outpatient basis. The term "Advanced Radiology" means CT scans, PET Scans, MRI and MRA, and nuclear medicine services. Coverage includes:</p> <ul style="list-style-type: none"> The facility charge and the charge for supplies and equipment Charges of anesthesiologists, pathologists and radiologists <p>In addition, the Plan covers the following:</p> <ul style="list-style-type: none"> Human leukocyte antigen testing necessary to establish bone marrow transplant donor suitability. The Plan provides coverage up to \$150 toward the cost of human leukocyte antigen testing necessary to establish bone marrow transplant donor suitability. Services are subject to the Deductible. All charges above \$150 will be the responsibility of the Member. In accordance with Maine law, the test must be performed in a nationally accredited laboratory. A Member seeking coverage for bone marrow suitability testing under this benefit must, at the time of testing, sign a consent form that authorizes the results of the test to be used for participation in the National Marrow Donor Program, or its successor organization. The consent form must acknowledge the Member's willingness to be a bone marrow donor if a suitable match is found. Only one test is covered in a Member's lifetime. Diagnostic screening and tests, including allergy testing and blood tests and screenings mandated by state law. Screening mammograms at least once a year for women 40 years of age and over, and non-routine mammograms. A screening mammogram also includes an additional radiological procedure recommended by

Benefit	Description
Laboratory, Radiology and Other Diagnostic Services (including Independent Laboratories and Freestanding Imaging Centers) (Continued)	
	<p>a Plan Provider when the initial radiologic procedure results are not definitive. Non-routine mammograms are covered when Medically Necessary.</p> <ul style="list-style-type: none"> • Comprehensive ultrasound screening of the entire breast. • Magnetic resonance imaging of an entire breast or breasts in accordance with guidelines established by the American Cancer Society. <p>Please Note: Your Plan will cover certain preventive services and tests with no Member Cost Sharing. Please see your Schedule of Benefits for the coverage that applies to your Plan.</p>
89 . Low Protein Foods	
	<p>The Plan covers special modified low protein food products prescribed by a licensed Physician for a person with an inborn error of metabolism as required by Maine law.</p>
90 . Maternity Care	
	<p>The Plan covers the following maternity services:</p> <ul style="list-style-type: none"> • Routine outpatient prenatal care, including evaluation and progress screening, physical exams, recording of weight and blood pressure monitoring • Prenatal genetic testing (office visits require a referral) • Delivery, including a minimum of 48 hours of inpatient care following a vaginal delivery and a minimum of 96 hours of inpatient care following a caesarean section. Any decision to shorten the inpatient stay for the mother and her newborn child will be made by the attending Physician and the mother. • Routine newborn care, including Hospital nursery care, Physician services, vaccines and immunizations, and vitamins prior to discharge. • Routine outpatient postpartum care for the mother up to twelve months after delivery. <p>Please Note: Your Plan will cover certain preventive services and tests with no Member Cost Sharing. Please see your Schedule of Benefits for the coverage that applies to your Plan.</p>
91 . Medical Formulas and Donor Breast Milk	
	<p>The Plan covers medical formulas and donor breast milk to the extent required by Maine law:</p> <ol style="list-style-type: none"> 1) Metabolic formulas prescribed by a licensed Physician for a person with an inborn error of metabolism 2) Amino acid-based elemental infant formula for children two years of age and under without regard to the method of delivery of the formula to the extent Medically Necessary as defined below. Coverage will be provided when a licensed Physician has diagnosed, and through medical evaluation has documented, one of the following conditions: <ul style="list-style-type: none"> • Symptomatic allergic colitis or proctitis • Laboratory or biopsy-proven allergic or eosinophilic gastroenteritis • A history of anaphylaxis • Gastroesophageal reflux disease that is non-responsive to standard medical therapies

Benefit	Description
Medical Formulas and Donor Breast Milk (Continued)	
	<ul style="list-style-type: none"> • Severe vomiting or diarrhea resulting in clinically significant dehydration requiring medical treatment • Cystic fibrosis • Malabsorption of cow milk-based or soy milk-based infant formula <p>In addition to meeting the conditions stated in the definition of Medically Necessary, amino acid-based elemental infant formula will be considered Medically Necessary when the following conditions are met:</p> <ul style="list-style-type: none"> • The amino acid-based elemental infant formula is the predominant source of nutritional intake at a rate of 50% or greater; and • Other commercial infant formulas including cow milk-based and soy milk-based formulas have been tried and have failed or are contraindicated <p>We may require that a licensed Physician confirm and document at least annually that the formula remains Medically Necessary.</p> <p>3) Donor breast milk</p>
92 . Mental Health and Substance Use Disorder Treatment	
	<p>The Plan covers Medically Necessary mental health and substance use disorder treatment in an inpatient, outpatient or home setting, whichever is most appropriate for your care.</p> <p>Coverage for Maine Parity Conditions</p> <p>Under Maine law, the Plan covers Medically Necessary treatment of biologically based mental illness at the same level as for any other medical condition. Biologically based mental illnesses are the following diagnoses: psychotic disorders including paranoia and schizophrenia; dissociative disorders; mood disorders including bipolar disorder and major depressive disorder; anxiety disorders including panic disorder and obsessive compulsive disorder; personality disorders; paraphilias; attention deficit and disruptive behavior disorders; pervasive developmental disorders including autism; tic disorders; eating disorders including bulimia and anorexia; and substance use-related disorders.</p> <p>Coverage for Other Conditions</p> <p>In addition to the coverage discussed above, the Plan will provide coverage for the care of all other conditions listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders. Services for all other conditions not identified above will be covered to the extent Medically Necessary.</p> <p>Please refer to your Schedule of Benefits for the Member Cost Sharing that apply to the coverage of these services.</p> <p>Covered mental health services include the following:</p> <p>Mental Health and Substance Use Disorder Treatment</p> <p>Subject to your Member Cost Sharing stated in your Schedule of Benefits, the Plan provides coverage for the following Medically Necessary mental health and substance use disorder treatment:</p>

Benefit	Description
Mental Health and Substance Use Disorder Treatment (Continued)	
	<p>Mental Health Care Services</p> <p>Subject to the Member Cost Sharing stated in your Schedule of Benefits, the Plan provides coverage for the following Medically Necessary mental health care services:</p> <ol style="list-style-type: none"> Inpatient Services <ul style="list-style-type: none"> Mental health services Substance use disorder treatment Detoxification services Intermediate Care Services <ul style="list-style-type: none"> Acute residential treatment (including detoxification) Partial hospitalization programs Intensive outpatient programs (IOP) Outpatient Services <ul style="list-style-type: none"> Care by a licensed mental health professional (including online counseling through secure digital messaging) Crisis intervention services (Crisis care stabilization) In home family stabilization Substance use disorder treatment Detoxification services Medication management Methadone maintenance psychological and neuropsychological testing
93 . Observation Services	
	<p>The Plan covers observation services including short term treatment, assessment and reassessment for up to 48 hours in an acute care facility (i.e. Hospital). Observation services determine if a Member needs to be admitted for additional treatment or if the Member is able to be discharged from the hospital.</p>
94 . Ostomy Supplies	
	<p>The Plan covers ostomy supplies up to the Benefit Limit listed in the Schedule of Benefits. Only the following supplies are covered:</p> <ul style="list-style-type: none"> Irrigation sleeves, bags and catheters Pouches, face plates and belts Skin barriers

Benefit	Description
95 . Palliative Care	<p>The Plan covers palliative care in conjunction with inpatient, home health care, hospice and physician services. Member Cost Sharing for palliative care is included in the cost sharing associated with these services.</p> <p>Palliative care is a medical specialty that supports improved quality of life for Members with chronic or serious illness. Care is focused on providing relief from symptoms and the stress of illness. Palliative care can be provided at any stage of illness, along with treatment for your condition while remaining under the care of your regular provider. This care is offered alongside curative or other treatments you may be receiving.</p> <p>Palliative care may include physician services, nursing care, home health care, pain and symptom management, medication management, rehabilitation therapies (occupational, physical, speech and pulmonary), behavioral health services and durable medical equipment.</p>
96 . Physician and Other Professional Office Visits	<p>Physician services, including services of all covered medical professionals, can be obtained on an outpatient basis at a Physician's office or a Hospital. These services may include:</p> <ul style="list-style-type: none"> • Routine physical examinations, including annual gynecological examination (screening Pap tests, routine pelvic and clinical breast examinations) and annual digital rectal test for the early detection of prostate cancer between ages 50 and 72 • Follow-up care provided by an obstetrician or gynecologist for obstetrical or gynecological conditions identified during maternity care or annual gynecological visit • Immunizations, including childhood immunizations as recommended by the United States Department of Health and Human Services, Centers for Disease Control and Prevention and the American Academy of Pediatrics • Second opinions from a Plan Provider upon Referral from your PCP • Non-routine foot care • Well baby and well child care • Health education, including nutritional counseling, and smoking cessation counseling • Palliative care • Sickness and injury care • Vision and Hearing screenings • Medication management • Chemotherapy • Radiation therapy • Inhalation therapy • Infusion therapy • Allergy injections <p>Please Note: Your Plan will cover certain preventive services and tests with no Member Cost Sharing. If the primary purpose for an office visit is for the delivery of preventive health services, no Member Cost Sharing will be applied. However, if the primary purpose for the office visit is for something other than the delivery of preventive health services, Member</p>

Benefit	Description
Physician and Other Professional Office Visits (Continued)	
	Cost Sharing will be applied. Please see your Schedule of Benefits for the coverage that applies to your Plan.
97 . Preventive and Well-Care Services	
	The Plan covers preventive and well-care services in accordance with Federal law. In addition, certain other preventive services and tests are covered, including prostate-specific antigen (PSA) screenings. Please see your Schedule of Benefits for additional information.
98 . Prosthetic Devices	
	<p>The Plan covers prosthetic devices when ordered by a Plan Provider. The cost of the repair and maintenance of a covered device is also covered. In order to be covered, all devices must be able to withstand repeated use. Coverage is only available for:</p> <ul style="list-style-type: none"> • The least costly prosthetic device (excluding prosthetic arms and legs) adequate to allow you to perform Activities of Daily Living. Activities of Daily Living do not include special functions needed for occupational purposes or sports; and • One item of each type of prosthetic device that meets a Member's medical need. No back-up items or items that serve a duplicate purpose are covered. <p>Covered prostheses include:</p> <ul style="list-style-type: none"> • Breast prostheses, including replacements and mastectomy bras • Prosthetic arms and legs which are the most appropriate model that meets the Member's medical needs (including myoelectric and bionic arms and legs that adequately allow you to perform Activities of Daily Living). <p>Please Note: One additional prosthetic device determined to be the most appropriate model to meet the Member's needs for sports or recreational purposes is covered for Members under the age of 18.</p> <ul style="list-style-type: none"> • Prosthetic eyes <p>Member Cost Sharing amounts you are required to pay are based on the cost of equipment to the Plan.</p>
99 . Reconstructive Surgery	
	<p>The Plan covers reconstructive and restorative surgical procedures as follows:</p> <ul style="list-style-type: none"> • Reconstructive surgery is covered when the surgery can reasonably be expected to improve or correct a Physical Functional Impairment resulting from an Accidental Injury, illness, congenital anomaly, birth injury or prior surgical procedure. If reconstructive surgery is performed to improve or correct a Physical Functional Impairment, as stated above, Cosmetic Services that are incidental to that surgery are also covered. After a Physical Functional Impairment is corrected, no further Cosmetic Services are covered by the Plan. • Restorative surgery is covered to repair or restore appearance damaged by an Accidental Injury. (For example, this benefit would cover repair of a facial deformity following an automobile Accident.) <p>Benefits are also provided for post mastectomy care, including coverage for:</p>

Benefit	Description
Reconstructive Surgery (Continued)	
	<ul style="list-style-type: none"> • Prostheses and physical complications for all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending Physician and the patient; • Reconstruction of the breast on which the mastectomy was performed; and • Surgery and reconstruction of the other breast to produce a symmetrical appearance. <p>Benefits include coverage for procedures that must be done in stages, as long as you are an active member. Membership must be effective on all dates on which services are provided.</p> <p>There is no coverage for Cosmetic Services or surgery except for (1) Cosmetic Services that are incidental to the correction of a Physical Functional Impairment, (2) restorative surgery to repair or restore appearance damaged by an Accidental Injury, (3) post-mastectomy care as described above, and (4) gender affirming procedures and related services.</p> <p>Important Notice: We use clinical guidelines to evaluate whether different types of reconstructive and restorative procedures are Medically Necessary. If you are planning to receive such treatment, you may review the Medical Necessity Guidelines. To obtain a copy, please call 1-877-907-4742.</p>
100 . Rehabilitation Hospital Care	
	<p>The Plan covers care in a facility licensed to provide rehabilitative care on an inpatient basis. Coverage is provided when you need daily Rehabilitation Services that must be provided in an inpatient setting. Rehabilitation Services include cardiac rehabilitation therapy, physical therapy, pulmonary rehabilitation therapy, occupational therapy and speech therapy. The Benefit Limit is listed in the Schedule of Benefits.</p>
101 . Rehabilitation and Habilitation Services – Outpatient	
	<p>The Plan covers the following outpatient Rehabilitation and Habilitation Services (including treatment for head injuries):</p> <ul style="list-style-type: none"> • Cardiac rehabilitation therapy • Occupational therapy • Physical therapy • Pulmonary rehabilitation therapy • Speech therapy • Massage therapy when performed by a licensed physical therapist, physical therapy assistant, occupational therapist, or certified occupational therapy assistant <p>Outpatient Rehabilitation and Habilitation Services are covered up to the Benefit Limit listed in the Schedule of Benefits. Services are covered only:</p> <ul style="list-style-type: none"> • If, in the opinion of your Plan Provider, there is likely to be significant improvement in your condition within the period of time benefits are covered; and • When needed to improve your ability to perform Activities of Daily Living. <p>Activities of Daily Living do not include special functions needed for occupational purposes or sports.</p>

Benefit	Description
Rehabilitation and Habilitation Services – Outpatient (Continued)	
	<p>Rehabilitation and Habilitation Services are also covered under your inpatient Hospital and home health benefits. When such therapies are part of an approved home care treatment plan they are available as described in the section titled, “Home Health Care.”</p> <p>Please Note: Outpatient physical and occupational therapies for children up to the age of 3 are covered to the extent Medically Necessary. The benefit limit stated in the Schedule of Benefits does not apply.</p>
102 . Scopic Procedures – Outpatient Diagnostic	
	<p>The Plan covers diagnostic scopic procedures and related services received on an outpatient basis.</p> <p>Diagnostic scopic procedures are those for visualization, biopsy and/or polyp removal. Scopic procedures are:</p> <ul style="list-style-type: none"> • Colonoscopy • Endoscopy • Sigmoidoscopy <p>In addition, the Plan covers any screening colonoscopy or sigmoidoscopy and any other colorectal cancer examination and laboratory test recommended by a Plan Provider in accordance with the most recently published colorectal cancer screening guidelines of a national cancer society. Coverage includes colorectal cancer screening for individuals at average risk for colorectal cancer according to the most recently published colorectal cancer screening guidelines of a national cancer society or individuals at high risk for colorectal cancer.</p> <p>Please Note: Your Plan will cover certain preventive services and tests with no Member Cost Sharing. Please see your Schedule of Benefits for the coverage that applies to your Plan.</p>
103 . Skilled Nursing Facility Care	
	<p>The Plan covers care in a health care facility licensed to provide skilled nursing care on an inpatient basis. Coverage is provided only when you need daily skilled nursing care that must be provided in an inpatient setting. The Benefit Limit is listed in the Schedule of Benefits.</p>
104 . Surgery - Outpatient	
	<p>The Plan covers outpatient surgery, including related services. Outpatient surgery is defined as any surgery or procedure in a day surgery department, ambulatory surgery department or outpatient surgery center.</p> <p>There are certain specialized services for which you will be directed to a Center of Excellence for care. See the section <i>I.D.4. Centers of Excellence</i> for more information.</p>

Benefit	Description
105 . Telemedicine Virtual Visit Services	<p>The Plan covers Medically Necessary telemedicine virtual visit services for the purpose of diagnosis, consultation or treatment that would have been a covered service if performed at an in-person visit. Telemedicine virtual visit services include the use of real-time interactive audio, video or other electronic media telecommunications, telemonitoring, and telemedicine services involving stored images forwarded for future consultations, i.e. "store and forward" telecommunication as a substitute for in-person consultation with Plan Providers. Telephonic services involving audio-only telephone, are only covered where telemedicine is technologically unavailable at a scheduled time and is medically appropriate for the corresponding covered health services.</p> <p>Member Cost Sharing for telemedicine virtual visit services is the same as the Member Cost Sharing for the same type of service if it had been provided through an in-person consultation. Please refer to your Schedule of Benefits for specific information on Member Cost Sharing you may be required to pay.</p>
106 . Vision Services	<p>Urgent Eye Care:</p> <p>The Plan covers urgent eye care services provided by a Plan Provider. You do not need a Referral for up to 2 visits, the initial visit and one follow-up visit, per urgent event. A PCP Referral or Direct Primary Care Provider referral is required for any visits after the second urgent eye care visit.</p> <p>Urgent eye care services are services provided to treat conditions, illnesses or diseases of the eye that if not treated within 24 hours present a serious risk of harm.</p> <p>Routine Eye Examinations:</p> <p>The Plan covers routine eye examinations.</p> <p>Please see your Schedule of Benefits for additional information.</p> <p>Pediatric Vision Care:</p> <p>The Plan covers pediatric vision care.</p> <p>Please see your Schedule of Benefits for your coverage details.</p> <p>Vision Hardware for Special Conditions:</p> <p>The Plan provides coverage for contact lenses or eyeglasses needed for the following conditions:</p> <ul style="list-style-type: none"> • Keratoconus. One pair of contact lenses is covered per Calendar Year. The replacement of lenses, due to a change in the Member's condition, is limited to 3 per affected eye per Calendar Year. • Post cataract surgery with an intraocular lens implant (pseudophakes). Coverage is limited to \$140 per surgery toward the purchase of eyeglass frames and lenses. The replacement of lenses due to a change in the Member's prescription of .50 diopters or more within 90 days of the surgery is also covered up to a limit of \$140. • Post cataract surgery without lens implant (aphakes). One pair of eyeglass lenses or contact lenses is covered per Calendar Year. Coverage up to \$50 per Calendar Year is also provided for the purchase of

Benefit	Description
Vision Services (Continued)	
	<p>eyeglass frames. The replacement of lenses due to a change in the Member's condition is also covered. Replacement of lenses due to wear, damage, or loss, is limited to 3 per affected eye per Calendar Year.</p> <ul style="list-style-type: none"> • Post retinal detachment surgery. For a Member who wore eyeglasses or contact lenses prior to retinal detachment surgery, the Plan covers the full cost of one lens per affected eye up to one Calendar Year after the date of surgery. For Members who have not previously worn eyeglasses or contact lenses, the Plan covers either (1) a pair of eyeglass lenses and up to \$50 toward the purchase of the frames, or (2) a pair of contact lenses. <p>Early Refills for Prescription Eye Drops:</p> <p>The plan covers one early refill of prescription eye drops if the following criteria are met and to the extent required by Maine law:</p> <ul style="list-style-type: none"> • At least 70% of the authorized days of use must have elapsed; • The original prescription must indicate that a specific number of refills are authorized; and • The refill request must not exceed the number of refills on the original prescription. <p>Please Note: Your Member Cost Sharing for prescription drugs purchased at a pharmacy will be listed on your ID Card or Summary of benefits and Coverage (SBC). Additional details on prescription drug coverage and limitations can be found in the Prescription Drug Brochure or on our website at www.harvardpilgrim.org.</p>
107 . Voluntary Sterilization	
	The Plan covers voluntary sterilization, including tubal ligation and vasectomy.
108 . Voluntary Termination of Pregnancy	
	The Plan covers voluntary termination of pregnancy.

IV. Exclusions

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

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

Exclusion	Descriptions
1 . Alternative Treatments	
	<ol style="list-style-type: none"> 1. Acupuncture services that are outside the scope of standard acupuncture care. 2. Alternative or holistic services and all procedures, laboratories and nutritional supplements associated with such treatments. 3. Aromatherapy, treatment with crystals and alternative medicine. 4. Any of the following types of programs: Health resorts, spas, recreational programs, camps, wilderness programs (therapeutic outdoor programs), outdoor skills programs, life skills programs, therapeutic or educational boarding schools, and relaxation or lifestyle programs. 5. Massage therapy when performed by anyone other than a licensed physical therapist, physical therapy assistant, occupational therapist, or certified occupational therapy assistant. 6. Myotherapy. 7. Services by a naturopath that are not covered by other Plan Providers under the Plan.
2 . Clinical Trials	
	<p>Coverage is not provided for the following:</p> <ol style="list-style-type: none"> 1. The investigational item, device, or service itself; or 2. For services, tests or items that are provided solely to satisfy data collection and analysis for the clinical trial and that are not used for the direct clinical management of your condition.
3 . Dental Services	
	<ol style="list-style-type: none"> 1. Dental Care, except the specific dental services listed in this Benefit Handbook, your Schedule of Benefits, and any associated Riders. 2. Office visits, consultations, and all related services for Temporomandibular Joint Dysfunction (TMD). 3. Pediatric dental care, except when specifically listed as a Covered Benefit. Please see your Schedule of Benefits and any associated Riders to determine if your Plan provides coverage for this benefit.
4 . Durable Medical Equipment and Prosthetic Devices	
	<ol style="list-style-type: none"> 1. Any devices or special equipment needed for sports or occupational purposes with the exception of prosthetics arms and legs for Members under the age of 18.. 2. Any home adaptations, including, but not limited to home improvements and home adaptation equipment. 3. Non-durable medical equipment, unless used as part of the treatment at a medical facility or as part of approved home health care services. 4. Repair or replacement of durable medical equipment or prosthetic devices as a result of loss, negligence, willful damage, or theft.

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Exclusion	Descriptions
5 . Experimental, Unproven or Investigational Services	
	1. Any products or services, including, but not limited to, drugs, devices, treatments, procedures, and diagnostic tests that are Experimental, Unproven, or Investigational.
6 . Foot Care	
	<ol style="list-style-type: none"> 1. Foot orthotics, except for the treatment of systemic circulatory diseases or severe diabetic foot disease. 2. Routine foot care. Examples include nail trimming, cutting or debriding and the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Members with diabetes or systemic circulatory diseases.
7 . Maternity Services	
	<ol style="list-style-type: none"> 1. Routine pre-natal and post-partum care when you are traveling outside the Service Area. 2. Planned home births. 3. Services provided by a doula.
8 . Mental Health Care	
	<ol style="list-style-type: none"> 1. Educational services or testing, except services covered under the benefit for Early Intervention Services. No benefits are provided: (1) for educational services intended to enhance educational achievement or (2) to resolve problems of school performance. 2. Sensory integrative praxis tests. 3. Mental health care that is (1) provided to Members who are confined or committed to a jail, house of correction, prison, or custodial facility of the Department of Youth Services; or (2) provided by the Department of Mental Health. 4. Services or supplies for the diagnosis or treatment of mental health and substance use disorders that, in the reasonable judgment of the Plan, are any of the following: <ul style="list-style-type: none"> • Not consistent with prevailing national standards of clinical practice for the treatment of such conditions. • Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome. • Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective.
9 . Physical Appearance	
	<ol style="list-style-type: none"> 1. Cosmetic Services, including drugs, devices, treatments and procedures, except for (1) Cosmetic Services that are incidental to the correction of a Physical Functional Impairment, (2) reconstructive surgery to repair or restore appearance damaged by an Accidental Injury and (3) post-mastectomy care, and (4) gender affirming procedures and related services. 2. Electrolysis or laser hair removal, except for what is Medically Necessary as part of gender affirming services. 3. Hair removal or restoration, including, but not limited to transplantation or drug therapy.

Exclusion	Descriptions
Physical Appearance (Continued)	
	<ol style="list-style-type: none"> 4. Liposuction, except for what is Medically Necessary as part of gender affirming services, or removal of fat deposits considered undesirable. 5. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). 6. Skin abrasion procedures performed as a treatment for acne. 7. Treatments and procedures related to appearance including but not limited to, abdominoplasty; chemical peels; collagen injections; dermabrasion; implantations (e.g. cheek, calf, pectoral, gluteal); lip reduction/enhancement; panniculectomy; removal of redundant skin; and silicone injections (e.g. for breast enlargement), except for what is Medically Necessary as part of gender affirming services or another Covered Benefit. 8. Treatment for skin wrinkles and skin tags or any treatment to improve the appearance of the skin. 9. Treatment for spider veins. 10. Wigs.
10 . Procedures and Treatments	
	<ol style="list-style-type: none"> 1. Care by a chiropractor outside the scope of standard chiropractic practice, including but not limited to, surgery, prescription or dispensing of drugs or medications, internal examinations, obstetrical practice, or treatment of infections and diagnostic testing for chiropractic care other than an initial x-ray. 2. Commercial diet plans, weight loss programs and any services in connection with such plans or programs. 3. If a service is listed as requiring that it be provided at a Center of Excellence, no coverage will be provided under this Handbook if that service is received from a Provider that has not been designated as a Center of Excellence. Please see the Handbook section <i>1.D.4. Centers of Excellence</i> for more information. 4. Nutritional or cosmetic therapy using vitamins, minerals or elements, and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods). 5. Physical examinations and testing for insurance, licensing or employment. 6. Services for Members who are donors for non-members, except as described under Human Organ Transplant Services. 7. Testing for central auditory processing. 8. Group diabetes educational programs or camps.

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Exclusion	Descriptions
11 . Providers	
	<ol style="list-style-type: none"> 1. Charges for services which were provided after the date on which your membership ends, except as required by Maine law. 2. Charges for any products or services, including, but not limited to, professional fees, medical equipment, drugs, and Hospital or other facility charges, that are related to any care that is not a Covered Benefit under this Handbook. 3. Charges for missed appointments. 4. Concierge service fees. (See the <i>Handbook</i> section “<i>Provider Fees for Special Services</i>” for more information.) 5. Follow-up care after an emergency room visit, unless provided or arranged by your PCP or Direct Primary Care Provider. 6. Inpatient charges after your Hospital discharge. 7. Provider's charge to file a claim or to transcribe or copy your medical records. 8. Services or supplies provided by: (1) anyone related to you by blood, marriage or adoption, or (2) anyone who ordinarily lives with you.
12 . Reproduction	
	<ol style="list-style-type: none"> 1. Services for a surrogate or gestational carrier who is not a Member of the Plan. 2. Reversal of voluntary sterilization (including any services for infertility related to voluntary sterilization or its reversal). 3. Sperm identification when not Medically Necessary (e.g., gender identification). 4. The following fees; wait list fees, non-medical costs, shipping and handling charges etc.
13 . Services Provided Under Another Plan	
	<ol style="list-style-type: none"> 1. Costs for any services for which you are entitled to treatment at government expense, including military service connected disabilities. 2. Costs for services covered by third party liability, other insurance coverage, and which are required to be covered by a Workers' Compensation plan or an employer under state or federal law, unless a notice of controversy has been filed with the Workers' Compensation Board contesting the work-relatedness of the claimant's condition and no decision has been made by the Board.
14 . Telemedicine	
	<ol style="list-style-type: none"> 1. Telemedicine services involving e-mail, or fax. 2. Telemedicine services involving audio-only telephone, except where telemedicine is technologically unavailable at a scheduled time and is medically appropriate for the corresponding covered health services. 3. Provider fees for technical costs for the provision of telemedicine services.

Exclusion	Descriptions
15 . Types of Care	
	<ol style="list-style-type: none"> 1. Custodial care. 2. Rest or domiciliary care. 3. All institutional charges over the semi-private room rate, except when a private room is Medically Necessary. 4. Pain management programs or clinics. 5. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation. 6. Private duty nursing. 7. Sports medicine clinics. 8. Vocational rehabilitation, or vocational evaluations on job adaptability, job placement, or therapy to restore function for a specific occupation.
16 . Vision and Hearing	
	<ol style="list-style-type: none"> 1. Eyeglasses, contact lenses and fittings, except as listed in this Benefit Handbook and any associated Riders. 2. Over the counter hearing aids. 3. Refractive eye surgery, including, but not limited to, lasik surgery, orthokeratology and lens implantation for the correction of naturally occurring myopia, hyperopia and astigmatism.
17 . All Other Exclusions	
	<ol style="list-style-type: none"> 1. Any drug or other product obtained at an outpatient pharmacy, except for pharmacy supplies covered under the benefit for diabetes services, unless your Plan includes outpatient pharmacy coverage. 2. Any service or supply furnished in connection with a non-Covered Benefit. 3. Any service, supply or medication when there is a less intensive Covered Benefit or more cost-effective alternative that can be safely and effectively provided, in accordance with applicable Medical Necessity Guidelines. 4. Any service, supply or medication that is required by a third party that is not otherwise Medically Necessary (examples of a third party are an employer, an insurance company, a school or court). 5. Any service or supply (with the exception of contact lenses) purchased from the internet. 6. Beauty or barber service. 7. Diabetes equipment replacements when solely due to manufacturer warranty expiration. 8. Externally powered exoskeleton assistive devices and orthoses. 9. Food or nutritional supplements, including, but not limited to, FDA-approved medical foods obtained by prescription, except as required by law and prescribed for Members who meet HPHC policies for enteral tube feedings. 10. Guest services. 11. Medical equipment, devices or supplies except as listed in this Benefit Handbook.

Exclusion	Descriptions
All Other Exclusions (Continued)	
	<ol style="list-style-type: none"> 12. Medical services that are provided to Members who are confined or committed to jail, house of correction, prison, or custodial facility of the Department of Youth Services. 13. Reimbursement for travel expenses. 14. Services for non-Members. 15. Services for which no charge would be made in the absence of insurance. 16. Services for which no coverage is provided in this Benefit Handbook, Schedule of Benefits or Prescription Drug Brochure. 17. Services provided under an individualized education program (IEP), including any services provided under an IEP that are delivered by school personnel or any services provided under an IEP purchased from a contractor or vendor. 18. Services that are not Medically Necessary. 19. Services your PCP or a Plan Provider has not provided, arranged or approved except as described in the <i>Handbook</i> sections “Your PCP Manages Your Health Care” and “Using Plan Providers”. 20. Taxes or governmental assessments on services or supplies. 21. Transportation, except for emergency ambulance transport, and non-emergency medical transport needed for transfer between Hospitals or other covered health care facilities or from a covered facility to your home when Medically Necessary. 22. Voice modification surgery, except when Medically Necessary for gender affirming services. 23. The following products and services: <ul style="list-style-type: none"> • Air conditioners, air purifiers and filters, dehumidifiers and humidifiers. • Car seats. • Chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners. • Electric scooters. • Exercise equipment. • Home modifications including but not limited to elevators, handrails and ramps. • Hot tubs, jacuzzis, saunas or whirlpools. • Mattresses. • Medical alert systems. • Motorized beds. • Pillows. • Power-operated vehicles. • Stair lifts and stair glides. • Strollers. • Safety equipment.

HMO HSA FOR INDIVIDUAL MEMBERS - *MAINE*

Exclusion	Descriptions
All Other Exclusions (Continued)	
	<ul style="list-style-type: none">• Vehicle modifications including but not limited to van lifts.• Telephone.• Television.

V. Reimbursement and Claims Procedures

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

- In a Medical Emergency; or
- When you are temporarily traveling outside of the state where you live.

In most cases, you should not get bills from a Plan Provider.

A. BILLING BY PROVIDERS

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

- 1) Bill us on a standard health care claim form (such as the CMS 1500 or the UB-04 form); and
- 2) Send it to the address listed on the back of your Plan ID card.

If you receive a Surprise Bill, you are only responsible for the applicable Member Cost Sharing based on the Recognized Amount. HPHC will reimburse Non-Plan Providers at the Out-of-Network Rate unless otherwise agreed to by the Provider and HPHC. You will not be billed for any charges other than the applicable Member Cost Sharing based on the Recognized Amount. You are not responsible, and a Non-Plan Provider cannot bill you for:

- Amounts in excess of your Member Cost Sharing, based on the Recognized Amount, for non-emergency ancillary Covered Benefits received at certain In-network facilities by a Non-Plan Provider.
- Amounts in excess of your Member Cost Sharing, based on the Recognized Amount, for non-emergency, non-ancillary Covered Benefits received at certain In-network facilities from a Non-Plan Provider who has not satisfied the notice and consent criteria of section 2799B-2(d) of the Public Service Act.
- Amounts in excess of your Member Cost Sharing, based on the Recognized Amount, for Covered Benefits that are Medical Emergency Services provided by a Non-Plan Provider.
- Amounts in excess of your applicable Member Cost Sharing, based on the rates that would apply if the service was provided by a Plan Provider, for Covered Benefits that are air ambulance services provided by a Non-Plan Provider.

You can obtain information about your Member Cost Sharing online at www.harvardpilgrim.org or call Member Services at **1-877-907-4742**.

B. REIMBURSEMENT FOR BILLS YOU PAY

If you pay a provider who is not a Plan Provider for a Covered Benefit, we will reimburse you less your applicable Member Cost Sharing. Claim reimbursements must be submitted to the following addresses:

Pharmacy Claims:

OptumRx
Manual Claims
P.O. Box 650334
Dallas, TX 75265-0334

All Other Claims:

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

To obtain reimbursement for a bill you have paid, other than for pharmacy items, you must submit a health care reimbursement claim form with the provider or facility information. A legible claim form from the provider or facility that provided your care may also be included but is not required. The form must include all of the following information:

- The Member's full name and address
- The Member's date of birth
- The Member's Plan ID number (on the front of the Member's Plan ID card)
- The Member's signature
- The name and address of the person or facility providing the services for which a claim is made and their Tax Identification Number (TIN) or National Provider Identification (NPI) number
- The Member's diagnosis description, diagnosis code, or ICD 10 code
- The date the service was rendered
- The CPT code (or a brief description of the illness or injury) for which payment is sought
- The amount of the provider's charge

- Proof that you have paid the bill
- Other insurance information

If you request a health care reimbursement claim form from Member Services, one will be provided to you within 15 days.

A health care reimbursement claim form can be obtained online at www.harvardpilgrim.org or call Member Services.

Important Notice: We may need more information for some claims. If you have any questions about claims, please call Member Services at **1-877-907-4742**.

1. International Claims

If you are requesting reimbursement for services received while outside of the United States, you must submit a health care reimbursement claim form along with an itemized bill and proof of payment. We may also require you to provide additional documentation, including, but not limited to: (1) records from financial institutions clearly demonstrating that you have paid for the services that are the subject of the claim; (2) the source of funds used for payment; and (3) an English translated description of the services received.

2. Pharmacy Claims

To obtain reimbursement for pharmacy bills you have paid, you must submit a Prescription Claim Form. The form can be obtained online at www.harvardpilgrim.org or by calling Member Services.

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

The following information must be on the Prescription Claim Form:

- The Member's name and Plan ID number
- The name of the drug or medical supply
- The quantity
- The number of days supply of the medication provided
- The date the prescription was filled
- The prescribing Provider's name
- The pharmacy name and address
- The amount you paid

Important Notice: Please see your Prescription Drug Brochure for more information about reimbursement for prescription drugs.

If you have a question regarding your reimbursement, call Member Services at **1-877-907-4742**.

C. LIMITS ON CLAIMS

To be eligible for payment, we must receive claims within one year of the date care was received, unless the Member can show that due to physical or mental incapacity it was impossible for them or their designee to send the claim in that time.

In accordance with Maine law, we will send you reimbursement within 30 days of receipt of all information needed to process your claims.

We limit the amount we will pay for services that are not rendered by Plan Providers. The most we will pay for such services is the Allowed Amount, unless it is a Surprise Bill. You may have to pay the balance if the claim is for more than the Allowed Amount, unless it is a Surprise Bill.

Call Member Services if you have questions about the Allowed Amount for a service provided by a Non-Plan Provider.

D. MISCELLANEOUS CLAIMS PROVISIONS

Generally, benefits will be paid to the Member who received the services for which a claim is made or directly to the health care provider whose charge is the basis for the claim.

HPHC will have the right to require that a Member for whom a claim is made be examined by a Physician as often as may be reasonably necessary to determine HPHC's liability for the payment of benefits under this Handbook. HPHC will also have a right, where not prohibited by law, to have an autopsy performed. Any such examination or autopsy will be conducted by a licensed Physician chosen by HPHC and at its expense.

Any payment by HPHC in accordance with the terms of this Handbook will discharge HPHC from all further liability to the extent of such payment.

VI. Appeals and Complaints

This section explains how we process appeals and complaints. It explains your options if an appeal is denied.

A. BEFORE YOU FILE AN APPEAL

If a claim is denied as a result of a claims processing error, or a misunderstanding with a provider, please call Member Services at **1-877-907-4742 (711 for TTY service)**. Member Services will investigate the claim and either (i) resolve the problem, or (ii) explain why the claim was denied. If you are not satisfied with the response from Member Services, you may file an appeal. See section *VI.B. MEMBER APPEAL PROCEDURES* for more information.

B. MEMBER APPEAL PROCEDURES

If you receive an Adverse Benefit Determination, you may appeal.

- the denial of a health service you requested; or
- the denial of payment for a health service you already received.

Follow the steps below to ensure a timely and fair review of your appeal.

1. Initiating Your Appeal

To begin, you may file your appeal:

- in person,
- by mail,
- by fax,
- by telephone, or
- electronically via the secure online member portal.

You should explain what coverage you are requesting and why you feel it should be granted. Please be as specific as possible. We need all the details in order to make a fair decision, including pertinent medical records and itemized bills. You must submit your request within 180 days of the denial of coverage.

An “authorized representative” may also submit an appeal on your behalf. A provider for which you are receiving active treatment, and who is acting as your authorized representative, must notify you in writing at least 14 days prior to filing an appeal on your behalf, and within 7 days after filing or withdrawing an appeal on your behalf.

You have the right to object to a provider filing an appeal on your behalf at any time. Additionally, you

may notify the Plan that you intend take the place of the provider as a party to the appeal.

Please send your appeal to the following address:

HPHC Appeals and Grievances Department
1 Wellness Way
Canton, MA 02021
Telephone: 1-877-907-4742
Fax: 1-617-509-3085

If you are deaf, hard of hearing or visually impaired, you may request appeal materials in an accessible format by calling Member Services at **1-877-907-4742**. You may also call **711** for TTY service.

After an appeal is filed, we assign an Appeals and Grievance Analyst. This analyst will manage your appeal throughout the entire process, including the second-level appeal process described below. We will send you a letter within three business day of receipt of your appeal. This letter will:

- identify your Appeals and Grievances Analyst,
- include detailed information on the first and the second level appeal processes described below, and
- include information on your right to independent external review and your right to contact the Maine Bureau of Insurance.

Your Appeals and Grievances Analyst can answer any questions you may have about your appeal and the review process.

We also utilize mediation to resolve some coverage disputes. Both the Plan and you must agree to mediation. You will be informed if we feel your appeal is appropriate for mediation.

2. First-Level Appeal Process

Standard Review Procedure: Your Appeals and Grievances Analyst will research your appeal, determine if additional information is needed and may request more information from you. This information may include:

- medical records,
- statements from doctors, and
- bills and receipts for services you have received.

If your appeal involves a medical determination, an appropriate Clinical Peer will review it. This review will be conducted by a Clinical Peer not involved in the previous decision.

After we receive all information needed to make a decision, your appeal will be reviewed. We will send you a written decision within 30 days of receiving your appeal. We may not meet the 30 day time frame if we are not able to obtain necessary information from Non-Plan providers. If this happens, we will inform you in writing of the reason for the delay and the need for more time to make a decision.

Expedited Review Procedure: We will provide an expedited review if your appeal involves services which, if delayed, could seriously jeopardize your health or your ability to regain maximum function. We will grant an expedited review to any appeal for services concerning:

- an inpatient admission,
- availability of care, or
- continued health care or services for a Member who has received emergency services and has not been discharged from the Hospital where emergency care was provided.

You or your Authorized Representative may request an expedited review.

We will investigate and decide expedited appeals as quickly as possible. In all cases we will respond within 72 hours of the receipt of your appeal. You must promptly provide all necessary information for us to provide an expedited review. Coverage will be continued without liability if the expedited appeal involves:

- continued emergency services to screen or stabilize a Member, or
- continued care under an authorized admission or course of treatment.

Coverage will continue until the Member has been notified of the expedited appeal decision. To ensure a quick response, we may inform you of our decision on your expedited appeal by phone. We will also provide a written decision within two working days of this phone call.

Adverse Determination of Appeal: If we deny your first-level appeal (standard or expedited) in whole or in part, we will provide you with a written decision that includes:

- the names, titles and credentials of the reviewers who decided your appeal;
- a statement of the reviewers' understanding of the issues and all the relevant facts;
- the reviewers' decision and the basis for that decision, including the clinical rationale, if any;

- a reference to any Plan provisions used to make the decision;
- a reference to evidence or documentation used as the basis for the decision, including Medical Necessity Guidelines;
- notice of your right to contact the Maine Bureau of Insurance by phone at **1-800-300-5000 1-207-624-8475**, or by mail at 34 State House Station, Augusta, ME 04333 as required by Maine law;
- a description of the process to obtain a second-level review; and
- notice of your right to contact the ombudsman, Consumers for Affordable Health Care by phone at **1-800-965-7476** or by mail at P.O. Box 2490, Augusta, ME 04338-2490

3. Second-Level Appeal Process

If you disagree with the decision of the first level appeal process, you may ask for your appeal to be reviewed by our review committee. You have a right to attend the meeting to discuss your case with the review committee. Let your Appeals and Grievances Analyst know if you wish to attend. Please be advised that an attorney representative from the health plan will be present. You have the right to obtain your own legal representation. You may also take part in the meeting by phone. A review meeting will be held within 45 days of you asking for a second-level appeal. You will be notified in writing at least 15 days in advance of the review meeting. You may submit supporting materials before and at the review meeting. Your Authorized Representative may attend the review meeting on your behalf. Upon request, you may get your medical file and information relevant to the appeal free of charge. The review committee's decision will be sent to you in writing within 5 working days of the meeting. The decision of the review committee is final, subject to any right to external review as discussed below.

If you do not want to attend the review committee meeting in person or by phone, you will be given a written response to your appeal. The written response will be sent within 30 calendar days of your request for a second-level appeal.

If we deny your second-level appeal in whole or in part, we will provide you with a written decision that includes:

- the names, titles credentials of the reviewers who decided your appeal;
- a statement of the reviewers' understanding of the issues and all the relevant facts;

- reference to the specific Plan provisions and evidence or documents upon which the decision is based, including the Medical Necessity Guidelines used to make the determination;
- the reviewers' decision and the basis for that decision, including the clinical rationale, if any;
- a reference to the evidence or documentation used as the basis for the decision;
- notice of your right to contact the Maine Bureau of Insurance by telephone at **1-800-300-5000** or **1-207-624-8475**, or by mail at 34 State House Station, Augusta, ME 04333 as required by Maine law;
- a description of the process to request an external review of your appeal as discussed below; and
- notice of your right to contact the ombudsman, Consumer for Affordable Health Care by telephone at **1-800-965-7476** or by mail at P.O. Box 2490, Augusta, ME 04338-2490.

You may waive your right to a second-level appeal. Instead, you have the right to request an external review after the first level appeal decision.

C. INDEPENDENT EXTERNAL REVIEW OF APPEALS

Appeal decisions involving an Adverse Health Care Treatment Decision by the Plan are eligible for review by an Independent Review Organization (IRO). IRO's are designated by the Maine Bureau of Insurance. You must complete the first level appeals process to be eligible for external review. You may be eligible for an independent external review if:

- HPHC has failed to make a decision on your first or second level appeal in the time frames noted above;
- you and the Plan mutually agree to bypass the member appeals process;
- your life or health is in jeopardy;
- the Member the external review is for has died; or
- the decision to be reviewed concerns one of the following:
 - an admission;
 - the availability of care;
 - a continued stay; or
 - health care services when you have emergency services but are not discharged from the facility that provided the emergency services.

External review of Adverse Health Care Treatment Decisions for Experimental, Unproven or Investigational treatments or services that have at least all of the protections are available for external reviews based on:

- Medical Necessity,
- appropriateness,
- health care setting,
- level of care, or
- effectiveness of a Covered Benefit.

Requests for external review must be in writing. Send your request to:

**Maine Bureau of Insurance
34 State House Station
Augusta, ME 04333**

Requests for external review must be made within 12 months of our final denial of Covered Benefits prior to the initiation of the appeals process. Your Authorized Representative may file an appeal for you. However, you must give that person written permission to do so.

The IRO designated by the Maine Bureau of Insurance will consider all relevant clinical information submitted by you and us. In addition, the IRO will consider any concerns you express about your health status. You have the right to attend the external review meeting. At the meeting, you may ask questions of our attending representative. You can also get information related to the adverse decision under review. You may use outside assistance for the external review process. This assistance is your own financial responsibility.

The external review decision will be made as quickly as required by the medical condition at issue. If the appeal relates to a serious medical condition and delay would jeopardize the Member's life health or ability to regain maximum function, the external review decision will be made within 72 hours of receipt of completed request. All other decisions will be made within at least 30 days of a completed request for external review. You will receive a written decision from the IRO. We will pay the fees of the IRO for conducting the review. If the IRO decides in your favor, we will cover the services approved.

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

D. MEMBER COMPLAINTS

If you have any complaints about your care under the Plan or about our service, we want to know about it.

We are here to help. For all complaints, please call or write to us at:

HPHC Appeals and Grievances Department
1 Wellness Way
Canton, MA 02021
Telephone: 1-877-907-4742
Fax: 1-617-509-3085
www.harvardpilgrim.org

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

You may also contact the Maine Bureau of Insurance Superintendent's office at:

Maine Bureau of Insurance
34 State House Station
Augusta, ME 04333
Phone: 1-800-300-5000 or 1-207-624-8475
Fax: 1-207-624-8599
TTY: 1-888-577-6690

E. INCONTESTABILITY

Any statement made by the Member in applying for insurance under this Plan, other than a fraudulent misstatement, will be considered a representation and not a warranty. No such statement will be used to contest a claim for benefits under this Plan unless the statement is in writing and a copy is or has been furnished to the Member.

No such statement will be used in contesting the validity of a Member's coverage under this Plan once such coverage has been in effect for two years during the Member's lifetime.

VII. Eligibility

This section describes eligibility rules under this Plan.

Eligible Subscribers and Dependents can enroll in a plan, or change their existing plan, during their annual open enrollment period.

A. MEMBER ELIGIBILITY

1. General Eligibility Requirements

To be eligible for coverage under this Plan, you must:

- 1) be a resident of Maine and live and maintain a permanent residence within the Enrollment Area for at least nine months of the year.
- 2) meet the following requirements:
 - Agree to pay the monthly premium for coverage under the Plan;
 - Not be entitled to or enrolled under Medicaid, or Medicare Parts A, B or D.

HPHC reserves the right to request proof of residency at any time.

2.

3. Dependent Eligibility

A Dependent must meet one of the requirements for coverage listed below to be eligible for coverage under the Plan. The eligibility requirements are as follows.

To be eligible as a Dependent, an individual must be one of the following:

- 1) The Subscriber's legal spouse, including a domestic partner.
- 2) A child (including an adopted child or stepchild) of the Subscriber or spouse of the Subscriber until the end of the month in which the child turns 26.

- 3) A child (including an adopted child or stepchild) of the Subscriber or spouse of the Subscriber, age 26 years or older. The child must meet each of the following requirements:
 - is currently Disabled;
 - was Disabled on his or her 26th birthday; and
 - lives either with the Subscriber or spouse, or in a licensed institution. The term "Disabled" means unable to engage in any substantial gainful activity by reason of a specific medically determinable physical or mental impairment which can be expected to last, or has lasted, for at least 12 months or result in death.
- 4) An unmarried child up to the age of 19 years for whom the Subscriber or Subscriber's spouse is the court appointed legal guardian. You must submit proof of guardianship to HPHC prior to enrollment.
- 5) The unmarried child of an eligible Dependent of the Subscriber until such time as the parent is no longer a Dependent.

We may require evidence of eligibility.

B. EFFECTIVE DATE - NEW DEPENDENTS AND EXISTING DEPENDENTS

New Dependents may be added, and coverage will be effective as of the date of:

- 1) Marriage;
- 2) Birth;
- 3) Adoption;
- 4) Legal guardianship; or
- 5) The Subscriber becoming legally responsible for a Dependent's health care coverage.

Please see section VII.E. *SPECIAL ENROLLMENT RIGHTS* for more information.

We must receive notice of the new Dependent within 60 days of the effective date of the qualifying event. If we are not notified within 60 days of the effective date of the qualifying event, Dependents may be added only on the Anniversary Date.

Coverage for a newborn child is effective from the moment of birth for up to 31 days. Coverage includes the Covered Benefits in this Handbook,

including Medical Emergency Services and the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities. No coverage is provided after the 31-day period, unless the Subscriber obtains Family Coverage within 60 days of the date of birth.

Please Note: Generally newborn coverage is bundled with the mother's maternity coverage. When the mother is not an HPHC member, HPHC needs to be put on the notice of delivery in order to manage the newborn's care. HPHC recognizes that coverage under the terms of this Handbook must be provided for the first 31 days of life regardless of whether the newborn is enrolled. To add a new Dependent, please contact HPHC.

C. EFFECTIVE DATE - ADOPTIVE DEPENDENTS

An adoptive child who has been living with you, and for whom you have been receiving foster care payments, may be covered from the date the child is placed for adoption with you or your spouse. "Placed for adoption" means the assumption and retention of a legal obligation for the total or partial support of a child in anticipation of adoption of the child. If the legal obligation ceases to exist, the child is no longer considered placed for adoption.

D. CHANGE IN STATUS

It is your responsibility to inform HPHC of all changes that affect Member eligibility. These changes include

- address changes;
- marriage of a Dependent;
- death of a Member; and
- loss of Dependent eligibility as described above.

If you purchased coverage through CoverME.gov, please see section *VII.H. MARKETPLACE MEMBERSHIP* below for more information applicable to your plan.

E. SPECIAL ENROLLMENT RIGHTS

A special enrollment period is a period during which an eligible individual or enrollee, or Dependent where applicable, experiences certain qualifying events or changes in eligibility that permit enrollment, or a change in enrollment, outside of the annual open enrollment period. Unless specifically stated otherwise, an eligible individual or enrollee, or Dependent where applicable, must select a plan within sixty (60) days of the following triggering events:

- Loss of minimum essential coverage or other qualifying health coverage*
- Change in primary place of living*
- Gains access to an individual coverage Health Reimbursement Account (ICHRA) or a Qualified Small Employer Health Reimbursement Arrangement (QSEHRA)*
- Change in eligibility for CoverME*
- Change in eligibility for the Premium Tax Credit or other cost sharing reductions*
- Gains a new Dependent or becomes a Dependent through marriage, birth, adoption or placement for adoption
- If you purchased coverage through CoverME, you may have additional special enrollment rights as determined by CoverME, including but not limited to:
 - Change in eligibility for Medicaid or the Children's Health Insurance Program (CHIP)
 - Gaining or maintaining status as a member of a federally recognized tribe or a shareholder in an Alaska Native Corporation
 - Gains status as a U.S. citizen, national, or lawfully present individual
 - Meets eligibility guidelines for Exceptional Circumstances as determined by CoverME

*An eligible individual or enrollee, or a Dependent where applicable, may have sixty (60) days before or after the triggering event to select a plan.

These special enrollment rights comply with the Affordable Care Act (45 CFR 155.420) and Maine state law (24-A MRSA Sec. 2736-C).

If you need more information or have questions about special enrollment rights or special enrollment periods, please call Member Services at 1-877-907-4742.

F. HOW YOU'RE COVERED IF MEMBERSHIP BEGINS WHILE YOU'RE HOSPITALIZED

Coverage starts on the day membership is effective, even if you are in the hospital. To obtain coverage, you must call both your PCP and the Plan. You must allow us to manage your care. This may include transfer to a Plan affiliated facility, if medically appropriate. All other terms and conditions of coverage under this Handbook will apply.

G. PARENTAL NOTIFICATION

If the Member is a parent of a Dependent child, the Member may request that we provide:

1. An explanation of the payment or denial of any claim filed on behalf of the Dependent child, except to the extent that the Dependent child has the right to withhold consent and does not affirmatively consent to notifying the parent;
2. An explanation of any proposed change in the terms of the Plan; and
3. Reasonable notice that the Plan may lapse, but only if the Member has provided us with the address where notice should be delivered. The Member may also provide us with information about a claim relating to the Member's Dependent child so that we may process the claim.

H. MARKETPLACE MEMBERSHIP

Individuals purchasing coverage through CoverME must submit their application and enroll directly through CoverME. Administrative changes concerning coverage under this plan, including changes in address, effective dates of coverage or termination of coverage must be made through CoverME.

VIII. Premiums

A. PREMIUM AMOUNT

You are responsible for paying the premium for this Policy. Your first premium payment for January 1st coverage under this policy is due by January 10th. If you purchase coverage through a Special Enrollment Period (SEP) through CoverME, your first premium payment is due 30 days from the day we receive your enrollment application from CoverME or the effective date of the coverage period, whichever is later.

Premium payments are due by the date stated on your invoice which is generally the 1st day of the month.

We may change your premium retroactive back to the effective date if:

- there is a misrepresentation on your application, or
- there is an omission on your application.

If a Member's age has been misstated, all premium amounts due shall be based on the correct age of the Member at the time of purchase.

The rates provided are guaranteed for the twelve (12) month period following the 1st day of your effective date or renewal date, except that the premium will change when:

- you add or remove a Member from the Plan; or
- when you change your coverage.

B. GRACE PERIOD

If you are a Subscriber who does not receive Advance Premium Tax Credit (APTC) assistance, this Policy has a 31 day grace period to pay your premium. This means that if any premium is not paid by the due date, it may be paid during the next 31 days. During the grace period, this Policy will remain in force. If the premium is not paid before the grace period ends, this Policy will lapse and will be end as of the paid through date.

If you are a Subscriber who receives APTC assistance and at least one month's premium has been paid, HPHC will provide a grace period of at least three consecutive months (90 days). During the grace period HPHC must apply any payment received to the first billing cycle in which payment was delinquent and continue to collect the APTC from the federal government. If full premium is not received during the 90-day grace period, the policy will be terminated retroactively back to the last day of the first month of

the 3 consecutive month grace period. HPHC must pay claims during the first month of the grace period but may pend claims in the second and third months subject to our right to cancel the Policy as described in this Policy. You will be liable for the premium payment due including those for the grace period and for any claims payments made for services incurred after the date through with which the premium is paid.

IX. Termination and Transfer to Other Coverage

A. TERMINATION BY THE SUBSCRIBER

You may end your membership under this Handbook at any time. You must notify us in writing within 15 days of the date you want your membership to end. HPHC will refund you any premiums paid for coverage past the termination date. If you have coverage through CoverME, you must contact CoverME to cancel your policy. Termination may be processed for the same day that you notify CoverME or a later date of your choosing.

B. TERMINATION FOR LOSS OF ELIGIBILITY

HPHC may end a Member's coverage under this Handbook for failing to meet any of the specified eligibility requirements. You will be notified if individual coverage is ending for loss of eligibility. We will inform you in writing.

C. TERMINATION FOR CAUSE

HPHC may end your coverage for any of the following causes:

- misrepresentation of a material fact on an application for membership;
- failure to meet any of the specified eligibility requirements. This includes relocating outside the HPHC Enrollment Area;
- obtaining or attempting to obtain benefits under the EOC for a person who is not a Member; or
- termination for nonpayment of premium by the Subscriber.

Termination for misrepresentation or fraud to the Plan may go back to the Member's effective date or the date of the misrepresentation or fraud as determined by the Plan. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Termination for the other causes will be effective thirty (30) days after notice. Premium paid for periods after the date of termination will be refunded. Termination for nonpayment of premium by the Subscriber will be effective retroactive back to the point of nonpayment. A 30 day grace period exists during which time your coverage continues in force.

CoverME Members Receiving Advance Premium Tax Credits (APTCs): CoverME Members who receive premium assistance are entitled to a three-month

grace period during which time coverage is continued. We are required to pay all claims during the first month of the grace period.

Termination for nonpayment of premium by the Subscriber will be effective retroactive back to the last day of the first month of the grace period. All claims previously paid during the second and third months of the grace period will be reprocessed and the member will be responsible for paying for services provided during this time period.

D. TERMINATION DUE TO PRODUCT DISCONTINUANCE

We may terminate this coverage by giving you written notice at least 90 days prior to the date We will stop offering the Plan in Maine. In the event of termination due to the product discontinuance, you may purchase another individual health plan we offer in Maine.

E. TERMINATIONS FOR OTHER REASONS

We may also end your coverage under the Plan for any of the following reasons:

- If HPHC elects to discontinue this Plan or type of coverage in one or more markets in Maine, on ninety (90) days notice, in accordance with the requirements of Maine law.
- If HPHC elects to discontinue all coverage, including under this Plan, for one or more markets in Maine, on one hundred eighty (180) days notice, in accordance with the requirements of Maine law.

F. MEMBERS WHO MOVE OUT OF THE HPHC ENROLLMENT AREA

Your coverage will end if you move out of the HPHC Enrollment Area. You may be eligible to enroll for coverage under another HPHC health plan.

HPHC offers individual health plans for Massachusetts, Maine, and New Hampshire residents. You may only enroll in a plan offered in the state you live. You must satisfy all eligibility guidelines. Your state of residence will have specific rules about eligibility and the new coverage may differ from the coverage under your previous Plan. You may contact the HPHC's Member Services Department for more information.

G. REINSTATEMENT

If you're purchasing coverage through CoverME there is no reinstatement of this policy unless the coverage was terminated due to an error on the part of HPHC or CoverME.

If your premium is not paid before the applicable grace period ends (90 days for Members with APTC assistance and 31 days for all other Members), this Policy will lapse. Later acceptance of premium, along with a required reinstatement fee of up to \$50, by HPHC or by an agent duly authorized by HPHC to accept such premium, without requiring an application for reinstatement, shall reinstate this Policy. If HPHC requires an application for reinstatement, it must be submitted to HPHC along with the required premium payment. Reinstatement of the Policy is subject to approval by HPHC. If the application is disapproved, this Policy will not be reinstated. If the application and the applicable premium payment are received by HPHC and the application is not disapproved in writing, this Policy will be reinstated upon the date of the receipt of the application. A reinstated Policy will provide coverage for services you incurred after the date of reinstatement. In all other respects your rights and the rights of HPHC will remain the same, subject to any provisions noted on or attached to the reinstated Policy if you suffer from cognitive impairment or functional incapacity and the ground for cancellation was for nonpayment of premium or other lapse or default on your part pursuant to Maine law so long as such request for reinstatement is made within 90 days of cancellation.

If you suffer from cognitive impairment or functional incapacity, you may designate someone to receive notice of cancellation with a "Third Party Notice Request Form." This form will be sent to you within 10 days of your request. Notice will be provided to you or the designee 10 days prior to cancellation.

If you suffer from a cognitive impairment or functional incapacity, and you do not have a third party designated prior to your policy's cancellation due to nonpayment of premium, you or your authorized representative have 90 days request reinstatement after such cancellation. Harvard Pilgrim may require a medical demonstration that you suffered from cognitive impairment or functional incapacity at the time of cancellation.

If a request for reinstatement of coverage because of cognitive impairment or functional incapability is denied, notice of denial shall be provided to the insured and to the person making the request,

if different. The notice of denial shall include notification of the 30 day period following receipt of the notice during which a hearing before the Superintendent may be requested.

X. When You Have Other Coverage

This section explains how Plan benefits will be paid when another company or individual must also pay for health services a Member has received. This can happen when:

- other insurance, in addition to this Plan, is available to pay for health services.
- a third party is legally responsible for a Member's injury or illness.

Nothing in this section should be interpreted as:

- providing coverage for any service or supply that is not expressly covered under the EOC; or
- increasing the level of coverage provided.

A. BENEFITS IN THE EVENT OF OTHER INSURANCE

Benefits under this EOC will be coordinated, to the extent permitted by law, with other plans covering health benefits, including:

- motor vehicle insurance,
- medical payment policies,
- homeowners' insurance,
- governmental benefits (including Medicare), and
- all Health Benefit Plans.

The term "Health Benefit Plan" means:

- all group HMO and other group prepaid health plans,
- Medical or Hospital Service Corporation plans,
- commercial health insurance, and
- self-insured health plans.

There is no coordination of benefits with Medicaid plans or with Hospital indemnity benefits.

Coordination of benefits will be based upon the Allowed Amount, or Recognized Amount. This applies for any service that is covered at least in part by any of the plans involved. If benefits are provided in the form of services, the reasonable value of these services will be used as the basis for coordination. This also applies if a provider of services is paid under a capitation arrangement. .

No duplication in coverage of services will occur among plans.

For prescription drug claims, we will coordinate benefits pursuant to our secondary payer allowed amount in all cases

A Member may be covered by two or more Health Benefit Plans. One will be "primary" and the other plan (or plans) will be "secondary". The benefits of the primary plan are determined:

- before those of secondary plan(s); and
- without considering the benefits of secondary plan(s).

The benefits of secondary plan(s):

- are determined after those of the primary plan; and
- may be reduced because of the primary plan's benefits.

Health Benefit Plans may contain provisions for the coordination of benefits. The rules below will determine which health benefit plans are primary or secondary:

1. Employee/Dependent

The benefits of the plan that covers the person as an employee, Member or Subscriber are determined first. The benefits of the plan that covers the person as a Dependent are determined second.

2. Dependent Children

i. A Dependent Child Whose Parents Are Not Separated or Divorced

The order of benefits is determined as follows:

- 1) The benefits of the plan of the parent whose birthday falls earlier in a year are determined first. The benefits of the plan of the parent whose birthday falls later in the year are determined second.
- 2) Both parents may have the same birthday. The benefits of the plan that covered the parent longer are determined first. The benefits of the plan that covered the other parent for a shorter period of time are determined second.
- 3) The other plan may not have the rule described in (1) above. Instead, it may have a rule based upon the gender of the parent. As a result, the plans may not agree on the order of benefits. In this case, the other plan will determine the order of benefits.

ii. Dependent Child/Separated or Divorced Parents

A court order may specify one of the parents as responsible for the health care benefits of the child.

Unless HPHC is aware of such court order, the order of benefits is determined as follows:

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

3. Active Employee or Retired or Laid-Off Employee

- 1) The benefits of a plan that covers the person as an active employee or as a dependent of an active employee are determined first.
- 2) The benefits of the plan that covers the person as an individual who is retired or laid off or as a dependent of that person are determined second.

4. COBRA or State Continuation

- 1) The benefits of a plan that covers the person as an employee, member, subscriber or retiree, or as a dependent thereof, are determined first.
- 2) The benefits of the plan that covers the person as an individual under COBRA or other right to continuation of coverage under state or federal law are determined second.

5. Longer/Shorter Length of Coverage

None of the above rules may determine the order of benefits. In this case,

- 1) The benefits of the plan that covered the employee, Member or Subscriber longer are determined first.
- 2) The benefits of the plan that covered that person for the shorter time are determined second.

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

Important Note: Nothing in this Handbook shall be construed to limit HPHC's right to utilize any remedy provided by law to enforce its rights to coordination of benefits under this Handbook.

B. PAYMENT WHEN HPHC COVERAGE IS PRIMARY OR SECONDARY

When HPHC is primary:

- HPHC is responsible for processing and paying claims for Covered Benefits first.

- coverage will be provided to the full extent of benefits available under the EOC.

When HPHC is secondary:

- HPHC is responsible for processing claims for Covered Benefits after the primary plan has issued a benefit determination.
- HPHC will first review the primary plan's benefit determination.
- HPHC will then pay or provide Covered Benefits as the secondary payor.
- HPHC's benefits will be reduced so that the total amount paid by all plans for a Covered Benefit will not exceed the amount payable under the EOC.
- HPHC may recover any payments made for services in excess of HPHC's liability as the secondary plan, either before or after payment by the primary plan.

When a member is covered under more than one expense-incurred health plan, payments made by the primary plan, payments made by the member and payments made from a health savings account or similar fund for benefits covered under the secondary plan will be credited toward the deductible of the secondary plan, except where the secondary plan is designed to supplement the primary plan.

C. WORKER'S COMPENSATION/GOVERNMENT PROGRAMS

HPHC may have information that shows the services provided to you are covered under:

- Workers' Compensation,
- Employer's liability or other program of similar purpose, or
- by a federal, state or other government agency.

In this case, HPHC may hold payment. Services will not be paid until it is determined if one of these programs is responsible for payment. Payment will be held unless a notice of controversy has been filed with the Workers' Compensation Board contesting the work-relatedness of the claimant's condition and no decision has been made by the Board. If HPHC provides or pays for services for an illness or injury covered under another program of similar purpose, or by a federal, state or other government agency, HPHC will be entitled to recovery of its expenses. Recovery will be from the provider of services or the party or parties legally obligated to pay for such services.

D. SUBROGATION AND REIMBURSEMENT

If you have an injury or illness legally caused by a third party, we have a right to be reimbursed by the third party for claims we pay for Covered Services you need. This is called subrogation.

Specifically:

- HPHC will be subrogated and succeed to all rights of the Member to recover against such third party (person or entity) 100% of the value of the services paid for or provided by the Plan.
- HPHC will have the right to seek such recovery from, among others,
 - the person or entity that caused the injury or illness;
 - his/her liability carrier, excluding casualty insurance; or
 - the Member's own auto insurance carrier; in cases of uninsured or underinsured motorist coverage.
- HPHC's recovery will be made from any recovery the Member receives from an insurance company or any third party.
- The subrogation and recovery provisions in this section apply whether or not the Member recovering money is a minor.

All subrogation payments made under this Section shall be made on a just and equitable basis. A just and equitable basis means that any factors that diminish the potential value of the enrollee's claim may likewise reduce the share in the claim for those claiming payment for services or reimbursement. Such factors include, but are not limited to:

1. Legal defenses. Questions of liability and comparative negligence or other legal defenses;
2. Exigencies of trial. Exigencies of trial that reduce a settlement or award in order to resolve the claim; and
3. Limits of coverage. Limits on the amount of applicable insurance coverage that reduce the claim to an amount recoverable by the insured.

In the event of a dispute as to the application of any such provision or the amount available for payment to those claiming payment for services or reimbursement, that dispute must be determined, if the action is pending, before the court in which it is pending; or if no action is pending, by filing an action in any court for determination of the dispute.

To enforce its subrogation rights under this Handbook, HPHC will have the right to take legal action, with or without the Member's consent, against any party to secure recovery of the value of services provided or paid for by HPHC for which such party is, or may be, liable. By signing your application requesting coverage under the Plan, you have authorized HPHC's right of subrogation.

E. MEDICAL PAYMENT POLICIES

A Member may be entitled to benefits under the medical payment benefit of a motor vehicle, motorcycle, boat, homeowners, hotel, restaurant or other insurance policy. HPHC has the right to coordinate with other insurance carriers under its subrogation rights. The benefits under this Handbook shall not duplicate any benefits to which the Member is entitled under any medical payment policy or benefit. All sums payable for services provided under this Handbook to Members that are covered under any medical payment policy or benefit are payable to HPHC.

F. MEMBER COOPERATION

You agree to cooperate with HPHC in exercising its rights of subrogation and coordination of benefits under this Handbook. Such cooperation will include, but not be limited to:

- 1) the provision of all information and documents requested by HPHC;
- 2) the execution of any instruments deemed necessary by HPHC to protect its rights;
- 3) the prompt assignment to HPHC of any monies received for services provided or paid for by HPHC; and
- 4) the prompt notification to HPHC of any instances that may give rise to HPHC's rights.

You further agree to do nothing to prejudice or interfere with HPHC's rights to subrogation or coordination of benefits.

G. HPHC'S RIGHTS

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

H. MEMBERS ENROLLED IN MEDICARE

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

HPHC will pay benefits **before** Medicare:

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

HPHC may pay benefits **after** Medicare (including if you are eligible but not enrolled):

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

Note: When Medicare is primary due to End Stage Renal Disease (or would be primary if the Member were timely enrolled), the Plan will pay for Medicare Part B services only to the extent payments would exceed what would be payable by Medicare. The Plan will estimate the amount that would be payable by Medicare and pay secondary benefits accordingly. The Plan may apply the same terms when Medicare is primary due to age or disability (or would be primary if the Member were timely enrolled).

XI. Plan Provisions and Responsibilities

A. IF YOU DISAGREE WITH RECOMMENDED TREATMENT

You enroll in the Plan with the understanding that Plan Providers are responsible for determining treatment appropriate to your care. You :

- may disagree with the treatment recommended by Plan Providers for personal or religious reasons.
- may demand or seek a treatment that Plan Providers judge to be incompatible with proper medical care.
- have the right to refuse the recommendations of Plan Providers.

In this case, HPHC shall have no further obligation to provide coverage for the care in question. If you obtain care from Non-Plan Providers because of the disagreement, HPHC has no obligation for the cost or outcome of such care. You have the right to appeal benefit denials.

B. LIMITATION ON LEGAL ACTIONS

Members have three years to bring legal action against HPHC. No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

C. ACCESS TO INFORMATION

You agree that we may have access to the following (except where restricted by law):

- all health records and medical data from Providers of Covered Benefits.
- information concerning health coverage or claims from all providers of:
 - motor vehicle insurance.
 - medical payment policies.
 - home-owners' insurance.
 - all types of health benefit plans.

We will comply with all laws that restrict access to special types of medical information. This includes, but is not limited to data and records for:

- HIV test data,
- substance use disorder treatment, and

- mental health care records.

D. SAFEGUARDING CONFIDENTIALITY

HPHC values your privacy rights. HPHC is committed to safeguarding protected health information (PHI) and personal information (PI). Our Privacy and Security policies include:

- how HPHC administers privacy and security programs;
- staff training; and
- how PHI and PI can be used and disclosed.

We may collect, use, and disclose financial and medical information about you when doing business with you or others. We follow our privacy policies and state and federal laws. Our business partners administer your health care coverage on our behalf. We require our partners to protect your information according to state and federal law.

For a copy of our Notice of Privacy Practices go to www.harvardpilgrim.org call Member Services at **1-877-907-4742**.

E. NOTICE

Member mailings are sent to your last address that we have on file. Mailings may include:

- notices;
- plan documents;
- invoices; and
- Activity Statements.

Be sure to let us know of an address change. This ensures mailings go to the right address. We are not responsible for mail you don't receive, if you have not sent an address change.

Notice to HPHC should be sent to:

**HPHC Member Services Department
1 Wellness Way
Canton, MA 02021**

See section VI. *Appeals and Complaints* for the address and phone numbers to file an appeal.

We will give written notice to Members of any rate increase sixty (60) days prior to your Anniversary Date or the effective date of any increase.

F. MODIFICATION OF THIS HANDBOOK

We may amend the EOC. We will provide sixty (60) days written notice to the Subscriber. Amendments do not require the consent of Members.

The EOC is the entire contract between you and the Plan. HPHC's responsibilities to you are only as stated in the EOC documents. The EOC can only be modified in writing by an authorized Plan officer. No other action by us will waive or alter any part of the EOC. This includes non-enforcement of any benefit.

G. OUR RELATIONSHIP WITH PLAN PROVIDERS

Separate agreements govern our relationship with Plan Providers. Plan Providers:

- are independent contractors.
- may not modify the EOC.
- may not create any obligation for HPHC.

We are not liable for their statements about the EOC. This includes their employees or agents.

Without notice to Members, we may:

- change our arrangements with service Providers; or
- add or remove Providers from the Plan.

H. WELLNESS INCENTIVES

A Member may be able to receive incentives for taking part in health and wellness programs. Incentives may include reimbursement for certain fees you pay for taking part in:

- fitness programs;
- weight loss programs; or
- other wellness programs.

Receiving an incentive does not depend upon the outcome of the program. Go to www.harvardpilgrim.org for more information. See your EOC for any incentive amounts included with your Plan. For tax information, please consult with your employer or tax advisor.

I. IN THE EVENT OF A MAJOR DISASTER

We will try to provide or arrange for services in the case of a major disaster. This might include war, riot, epidemic, public emergency, or natural disaster. Other causes include:

- the partial or complete destruction of our facility(ies).
- the disability of service providers.

We may not be able to provide or arrange services in a major disaster. We are not responsible for the costs or outcome of this inability.

J. EVALUATION OF NEW TECHNOLOGY

We have a dedicated team of staff that evaluates new:

- diagnostics;
- testing;
- interventional treatment;
- therapeutics;
- medical/behavioral therapies;
- surgical procedures;
- medical devices and drugs; and
- new applications of the above.

The team manages an evidence-based evaluation process. This process recommends a status of (i) an accepted standard of care; or (ii) Experimental, Unproven, or Investigational. The team researches the safety and effectiveness of these new technologies by:

- reviewing published peer reviewed medical reports and literature,
- consulting with expert practitioners, and
- benchmarking.

The team makes recommendations to internal policy committees. These committees make final policy decisions for new technology coverage. The policy evaluation process includes:

- determining the FDA approval status of the device/product/drug in question;
- reviewing relevant clinical literature; and
- consulting actively practicing specialists about current practice standards.

K. GOVERNING LAW

This Evidence of Coverage is governed by Maine law.

L. UTILIZATION REVIEW PROCEDURES

We use the following utilization review procedures to evaluate the Medical Necessity of certain services. We use clinical criteria to assure your care is clinically appropriate and cost-effective. This applies to both physical and behavioral health services.

- **Prospective Utilization Review (Prior Approval).** We review certain services before they are provided. This Prior Approval review determines eligibility and whether the proposed

services meet Medical Necessity Guidelines. Services include but are not limited to:

- elective inpatient admissions;
- surgical day care;
- outpatient treatment /ambulatory procedures; and
- Medical Drugs.

If we require additional information, we will notify you and your requesting provider. After receiving all necessary information, Prior Approval decisions and notice, except for urgent requests, are made within 72 hours or two working days, whichever is less.

If a decision and notification of the non-urgent request is not made within the lesser of 72 hours or two working days, the request for Prior Approval is granted.

Special rules apply to any Prior Approval request for a drug in urgent or exigent circumstances. An urgent or exigent circumstance exists when:

- a. A Member is suffering from a health condition that could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function; or
- b. A Member is undergoing a current course of treatment with a non-formulary drug.

In the event of an urgent Prior Approval request, we will make a decision and notify you and the requesting provider of the decision as soon as possible, but not later than 24 hours of receiving the request.

- **Concurrent Utilization Review.** We review ongoing admissions or treatment for certain services. These reviews are used to verify Member eligibility and to ensure that the services provided meet Medical Necessity Guidelines. These services may be at:
 - hospitals, including acute care hospitals;
 - rehabilitation hospitals;
 - skilled nursing facilities; and
 - skilled home health providers.

Concurrent review decisions are made and communicated within one working day of receiving all necessary information.

For a decision to approve an extended stay or additional services, we will notify you and your

provider in writing or by electronic notification within one working day.

For a decision to deny an extended stay or additional services we will notify you and your provider in writing or by electronic notification within one working day. You will be covered without liability until you are notified of the determination.

Concurrent review includes active case management and discharge planning. Your Provider may also request these services.

The same rules apply to concurrent review of urgent or exigent circumstances as described above under "Prospective Utilization Review (Prior Approval)."

- **Retrospective Utilization Review.** We may review services after they have occurred, or that were provided before Prior Approval was obtained. This may include review of emergency medical admissions for appropriate level of care. Retrospective utilization review decisions are made within 30 days of obtaining all necessary information. In the case of an adverse decision (denial) involving clinical review, you will receive written notification within 5 working days of the decision. . The written notice will include the specific rationale upon which the decision was made, and will also include information about the appeals process and the right to request in writing copies of any Medical Necessity Guidelines applied in a denial of coverage decision. If a decision and notification of the retrospective request are not made within the timeframes outlined above, the retrospective request is granted.

To find the status of a clinical review decision call Member Services at **1-877-907-4742**.

For an adverse decision involving clinical review, your Provider may discuss your case with a physician reviewer. Your Provider may also ask us to reconsider our decision. We will reconsider a decision within one working day of your Provider's request. If the adverse decision is not reversed, you may appeal. Your appeal rights are described in section VI. *Appeals and Complaints*. Your right to appeal does not depend on making a request to reconsider our decision.

M. QUALITY ASSURANCE PROGRAMS

HPHC has quality controls in place guided by the National Committee for Quality Assurance (NCQA). Our Quality Assurance programs are designed to

ensure consistently excellent health plan services. Key Quality Assurance programs include:

- **Verifying Provider Credentials** - HPHC obtains, verifies, and assesses Plan Provider qualifications to provide care or services. This involves gathering evidence of licensure, education, training and other experience and/or qualifications.
- **Verifying Facility Credentials** - HPHC reviews and confirms licensures and certifications based on facility type.
- **Quality of Care Complaints** – HPHC follows a process to investigate, resolve and monitor Member complaints about care provided by a Plan Provider.
- **Evidence Based Practice** – HPHC compiles Medical Necessity Guidelines. These guidelines are based on the most current evidence-based standards. They provide an analytical framework for clinicians to evaluate and treat of common health conditions.
- **Performance monitoring** – HPHC collects data to measure outcomes. This data is related to the Health Care Effectiveness Data and Information Set (HEDIS). It is used to monitor health care quality across various domains of evidence-based care and practice.
- **Quality program evaluation**- Annually HPHC develops, plans and implements initiatives to improve clinical service and quality. The Quality Program is documented, tracked and evaluated against milestones and objectives. See and review the full program description at <https://www.harvardpilgrim.org/public/about-us/quality>.

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

We use a standard process to assess coverage questions and requests. These may come to us from internal or external sources. The process includes:

- Determining FDA approval status of the device, product, or drug question;
- Reviewing relevant clinical literature; and
- Consulting with actively practicing specialists about current practice standards.

Decisions are developed into policy change recommendations. These are then sent to our management for review and final approval.

O. PROCESS TO DEVELOP MEDICAL NECESSITY GUIDELINES AND UTILIZATION REVIEW CRITERIA

We use Medical Necessity Guidelines to make fair and consistent utilization management decisions. Medical Necessity Guidelines are developed according to NCQA standards. Guidelines are reviewed (revised, if needed) at least annually. Review may occur more often to include updates in practice standards. This process applies to criteria for both physical and mental health services.

For example, we use the nationally recognized InterQual criteria to review (i) elective surgical day procedures; and (ii) services provided in acute care hospitals. InterQual criteria are developed from current national standards of medical practice. Physicians and clinicians in academic medicine and all areas of active clinical practice provide input. InterQual criteria are reviewed and revised annually.

Medical Necessity Guidelines are also used to review other services. Physicians and other clinicians with relevant clinical expertise provide input. The process includes review of relevant clinical literature and local practice standards.

P. NEW TO MARKET DRUGS

New to market prescription drugs are reviewed by the Plan prior to coverage. This ensures that the drug is safe and effective. New to market drugs are reviewed by HPHC's:

- Medical Policy Department;
- New Technology Assessment Committee or Pharmacy Services Department; and
- the Pharmacy and Therapeutics Committee.

The review will take place within the first 180 days of their introduction to the market. Coverage for a new to market drug may apply Prior Approval and coverage limitations.

Q. PAYMENT RECOVERY

We may determine that a mistake was made paying Plan benefits. We reserve the right to:

- recover such payments from the Provider or Member.
- offset later benefit payments to a Provider (regardless of payment source) or Member by any such overpayment amount.

XII. MEMBER RIGHTS & RESPONSIBILITIES

You have a right to receive information about:

- HPHC's services.
- Plan practitioners and Providers.
- Your rights and responsibilities.

You have a right:

- to privacy.
- to be treated with dignity and respect.
- to participate in decision-making regarding your health care.
- to a candid discussion of appropriate treatment options for your condition, regardless of cost or benefit coverage.
- to voice a complaint or appeal about HPHC or the care provided.
- to suggest changes to HPHC's members' rights and responsibilities policies.
- to assign benefits for your care to your provider. This assignment does not affect or limit the payment of benefits otherwise payable under the Plan.

You have a responsibility to:

- provide, to the extent possible, information that the Plan and Plan Providers need to manage your care.
- to follow your Provider's plans and instructions for care.
- to understand your health problems.
- to participate in developing mutually agreed upon treatment goals to manage your health.

Members have a right to assign benefits for their care to the provider of the care. Any such assignment does not affect or limit the payment of benefits otherwise payable under the Plan.

Harvard Pilgrim Health Care, Inc.
1 Wellness Way
Canton, MA 02021-1166
1-888-333-4742
www.harvardpilgrim.org