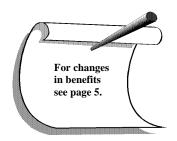




## A Health Maintenance Organization



**Serving:** North Central New York and Utica/Rome area Enrollment in this Plan is limited; see page 4 for requirements.

Enrollment Code:
AH1 Self Only
AH2 Self and Family

Visit the OPM website at <a href="http://www.opm.gov/insure">http://www.opm.gov/insure</a>

Authorized for distribution by the:







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### Introduction

BlueCross BlueShield of Utica-Watertown, Inc., d.b.a. HMOBlue, Utica Business Park, 12 Rhoads Drive, Utica, NY 13502-6398.

This brochure describes the benefits you can receive from HMOBlue under its contract (CS2294) with the Office of Personnel Management (OPM), as authorized by the Federal Employees Health Benefits (FEHB) law. This brochure is the official statement of benefits on which you can rely. A person enrolled in this Plan is entitled to the benefits described in this brochure. If you are enrolled for Self and Family coverage, each eligible family member is also entitled to these benefits.

OPM negotiates benefits and premiums with each plan annually. Benefit changes are effective January 1, 2000, and are shown on page 8. Premiums are listed at the end of this brochure.

## Plain Language

The President and Vice President are making the Government's communication more responsive, accessible, and understandable to the public by requiring agencies to use plain language. Health plan representatives and Office of Personnel Management staff have worked cooperatively to make portions of this brochure clearer. In it you will find common, everyday words, except for necessary technical terms; "you" and other personal pronouns; active voice; and short sentences.

We refer to HMOBlue as "this Plan" throughout this brochure even though in other legal documents, you will see a plan referred to as a carrier.

These changes do not affect the benefits or services we provide. We have rewritten this brochure only to make it more understandable.

We have not re-written the Benefits section of this brochure. You will find new benefits language next year.

### How to use this Brochure

This brochure has eight sections. Each section has important information you should read. If you want to compare this Plan's benefits with benefits from other FEHB plans, you will find that the brochures have the same format and similar information to make comparisons easier.

- 1. Health Maintenance Organizations (HMO). This Plan is an HMO. Turn to this section for a brief description of HMOs and how they work.
- 2. How we change for 2000. If you are a current member and want to see how we have changed, read this section.
- 3. How to get benefits. Make sure you read this section; it tells you how to get services and how we operate.
- 4. What to do if we deny your claim or request for service. This section tells you what to do if you disagree with our decision not to pay for your claim or to deny your request for a service.
- 5. Benefits. Look here to see the benefits we will provide as well as specific exclusions and limitations. You will also find information about non-FEHB benefits.
- 6. General exclusions Things we don't cover. Look here to see benefits that we will not provide.
- 7. Limitations Rules that affect your benefits. This section describes limits that can affect your benefits.
- 8. FEHB FACTS. Read this for information about the Federal Employees Health Benefits (FEHB) Program.

## Section 1. Health Maintenance Organizations

Health maintenance organizations (HMOs) are health plans that require you to see Plan providers: specific physicians, hospitals and other providers that contract with us. These providers coordinate your health care services. The care you receive includes preventative care such as routine office visits, physical exams, well-baby care and immunizations, as well as treatment for illness and injury.

When you receive services from our providers, you will not have to submit claim forms or pay bills. However, you must pay copayments and coinsurance listed in this brochure. When you receive emergency services, you may have to submit claim forms.

You should join an HMO because you prefer the plan's benefits, not because a particular provider is available. You cannot change plans because a provider leaves our Plan. We cannot guarantee that any one physician or group of physicians, hospital, or other provider will be available and/or remain under contract with us. Our providers follow generally accepted medical practice when prescribing any course of treatment.

## Section 2. How we change for 2000

# Program-wide changes

To keep your premium as low as possible OPM has set a minimum copay of \$10 for all primary care office visits.

This year, you have a right to more information about this Plan, care management, our networks, facilities, and providers.

If you have a chronic or disabling condition, and your provider leaves the Plan at our request, you may continue to see your specialist for up to 90 days. If your provider leaves the Plan and you are in the second or third trimester of pregnancy, you may be able to continue seeing your OB/GYN until the end of your postpartum care. You have similar rights if this Plan leaves the FEHB program (See Section 3, How to get benefits, for more information).

You may review and obtain copies of your medical records on request. If you want copies of your medical records, ask your health care provider for them. You may ask that a physician amend a record that is not accurate, not relevant, or incomplete. If the physician does not amend your record, you may add a brief statement to it. If they do not provide you your records, call us and we will assist you.

If you are over age 50, all FEHB plans will cover a screening sigmoidoscopy every five years. This screening is for colorectal cancer.

## Changes to this Plan

Your share of HMO Blue's non-postal premium will increase by 5.5% for Self Only or 1.2% for Self and Family.

We are introducing a Maximum Allowable Cost (MAC). For those prescription drugs on the MAC list, you now pay the brand name drug copay plus the cost difference between the cost of the brand name drug listed on the MAC list and the cost of the generic substitute for that drug. Previously, only the brand name copay applied to brand name drugs and the price difference was not charged.

The copay for maintenance drugs ordered by mail has been increased to a \$10 copay per prescription unit or refill for generic drugs or a \$40 copay per prescription unit or refill for brand name drugs. Previously, there was no copay for generic drugs and a \$20 copay for brand name drugs.

## Section 3. How to get benefits

# What is this Plan's service area?

To enroll with us, you must live or work in our service area. This is where our providers practice. Our service area is: The New York counties of Chenango, Clinton, Delaware, Essex, Franklin, Fulton, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Otsego and St. Lawrence.

Ordinarily, you must get your care from providers who contract with us. If you receive care outside our service area, we will pay only for emergency care. However, you may also contact HMO-USA at 1-800-4-HMOUSA for urgent care and they will set up an appointment with a doctor in the area where you are visiting or instruct you to go to the emergency room. We will not pay for health care services that are not emergency care or authorized by HMO-USA.

If you or a covered family member move outside of our service area, you can enroll in another plan. If your dependents live out of the area (for example, if your child goes to college in another state), you should consider enrolling in a fee-for-service plan or an HMO that has agreements with affiliates in other areas. Guest Membership is available in most parts of the United States from HMO-USA. Contact HMOBlue for more information regarding Guest Membership. If you or a family member move, you do not have to wait until Open Season to change plans. Contact your employing or retirement office.

## How much do I pay for services?

You must share the cost of some services. This is called either a copayment (a set dollar amount) or coinsurance (a set percentage of charges). Please remember you must pay this amount when you receive services, except for preventive care and hospitalization, (see benefits for further description of no cost services you receive from HMOBlue). Your out-of-pocket expenses for benefits we cover are limited to the copayments stated in this brochure.

## Do I have to submit claims?

You normally won't have to submit claims to us unless you receive emergency services from a provider who doesn't contract with us.. If you file a claim, please send us all of the documents for your claim as soon as possible. You must submit claims by December 31 of the year after the year you received the service. Either OPM or we can extend this deadline if you show that circumstances beyond your control prevented you from filing on time.

# Who provides my health care?

BlueCross BlueShield of Utica-Watertown, d.b.a. HMO Blue, is a division of Excellus Health Care, Inc. HMO Blue is an individual practice association HMO. You, and each member of your family, must select a primary care doctor to coordinate all medical needs. There are over 1200 primary care doctors to choose from, representing family practice, general practice, internal medicine, OB/GYN and pediatrics. The Plan also contracts with an additional 2500 specialists throughout the service area.

Benefits for urgent care outside of this Plan's may be covered. This Plan is affiliated with HMO-USA, a network of Blue Cross and Blue Shield HMOs that can coordinate your medical care. If you need more information, this Plan can tell you more about its reciprocity benefits.

### What do I do if my primary care physician leaves the Plan?

Call us. We will help you select a new one.

# What do I do if I need to go into the hospital?

Talk to your Plan physician. If you need to be hospitalized, your primary care physician will make the necessary hospital arrangements and supervise your care.

## What do I do if I'm in the hospital when I join this Plan?

First, call our customer service department at 800-722-7884. If you are new to the FEHB Program, we will arrange for you to receive care. If you are currently in the FEHB Program and are switching to us, your former plan will pay for the hospital stay until:

You are discharged, not merely moved to an alternative care center, or The day your benefits from your former plan run out, or The 92nd day after you became a member of this Plan; whichever happens first.

These provisions only apply to the person who is hospitalized.

## How do I get specialty care?

Your primary care physician will arrange your referral to a specialist. .

If you need to see a specialist frequently because of a chronic, complex, or serious medical condition, your primary care physician will develop a treatment plan that allows you to see your specialist for a certain number of visits without additional referrals. Your primary care physician will use our criteria when creating your treatment plan. The physician may have to get an authorization, or approval, beforehand.

# What do I do if I am seeing a specialist when I enroll?

Your primary care physician will decide what treatment you need. If they decide to refer you to a specialist, ask if you can see your current specialist. If your current specialist does not participate with us, you must receive treatment from a specialist who does. Generally, we will not pay for you to see a specialist who does not participate with our Plan.

# What do I do if my specialist leaves the Plan?

Call your primary care physician, who will arrange for you to see another specialist. You may receive services from your current specialist until we can make arrangements for you to see someone else.

## But, what if I have a serious illness and my provider leaves the Plan or this Plan leaves the Program?

Please contact us if you believe your condition is chronic or disabling. You may be able to continue seeing your provider for up to 90 days after we notify you that we are terminating our contract with the provider (unless the termination is for cause). If you are in the second or third trimester of pregnancy, you may continue to see your OB/GYN until the end of your postpartum care.

You may also be able to continue seeing your provider if your plan drops out of the FEHB Program and you enroll in a new FEHB plan. Contact the new plan and explain that you have a serious or chronic condition, or are in your second or third trimester. Your new plan will pay for or provide your care for up to 90 days after you receive notice that your prior plan is leaving the FEHB Program. If you are in your second or third trimester, your new plan will pay for the OB/GYN care you receive from your current provider until the end of your postpartum care.

# How do you authorize medical services?

Your physician must get our approval before sending you to a hospital, referring you to a specialist, or recommending follow-up care. Before giving approval, we consider if the service is medically necessary, and if it follows generally accepted medical practice.

# How do you decide if a service is experimental or investigational?

Experimental/investigational procedures are defined as any procedure, treatment, drug, biological product or device (hereinafter referred to as technology) that, in the sole discretion of the Plan, are determined to be experimental or investigational in nature. Experimental or investigational means that the technology is determined not to:

- have final approval from the appropriate government regulatory body;
- be proven benefit for the particular diagnosis or treatment of the member's condition;
- be recognized by the medical community, as reflected in the published peer-reviewed literature, as effective or appropriate for the particular diagnosis or treatment of the member's condition; or
- be as beneficial as any established alternative.

Your primary care physician will work with our medical director and medical staff to determine if a service is experimental or investigational.

## Section 4. What to do if we deny your claim or request for service

If we deny services or won't pay your claim, you may ask us to reconsider our decision. Your request must:

- 1. Be in writing;
- 2. Refer to specific brochure wording explaining why you believe our decision is wrong; and
- 3. Be made within six months from the date of our initial denial or refusal. We may extend this time limit if you show that you were unable to make a timely request due to reasons beyond your control.

We have 30 days from the date we receive your reconsideration request to:

- 1. Maintain our denial in writing;
- 2. Pay the claim;
- 3. Arrange for a health care provider to give you the service; or
- 4. Ask for more information.

If we ask your medical provider for more information, we will send you a copy of our request. We must make a decision within 30 days after we receive the additional information. If we do not receive the requested information within 60 days, we will make our decision based on the information we already have.

When may I ask OPM to review a denial?

You may ask OPM to review the denial after you ask us to reconsider our initial denial or refusal. OPM will determine if we correctly applied the terms of our contract when we denied your claim or request for service.

What if I have a serious or life threatening condition and you haven't responded to my request for service? Call us at 800-722-7884 and we will expedite our review.

What if you have denied my request for care and my condition is serious or life threatening? If we expedite your review due to a serious medical condition and deny your claim, we will inform OPM so that they can give your claim expedited treatment too. Alternatively, you can call OPM's health benefits Contracts Division 3 at (202) 606-0755 between 8 a.m. and 5 p.m. Eastern Time. Serious or life-threatening conditions are ones that may cause permanent loss of bodily functions or death if they are not treated as soon as possible.

Are there other time limits?

You must write to OPM and ask them to review our decision within 90 days after we uphold our initial denial or refusal of service. You may also ask OPM to review your claim if:

1. We do not answer your request within 30 days. In this case, OPM must receive your request within 120 days of the date you asked us to reconsider your claim.

You provided us with additional information we asked for, and we did not answer within 30 days. In this case, OPM must receive your request within 120 days of the date we asked you for additional information.

## What do I send to OPM?

Your request must be complete, or OPM will return it to you. You must send the following information:

- 1. A statement about why you believe our decision is wrong, based on specific benefit provisions in this brochure;
- 2. Copies of documents that support your claim, such as physicians' letters, operative reports, bills, medical records, and explanation of benefits (EOB) forms;
- 3. Copies of all letters you sent us about the claim;
- 4. Copies of all letters we sent you about the claim; and
- 5. Your daytime phone number and the best time to call.

If you want OPM to review different claims, you must clearly identify which documents apply to which claim.

# Who can make the request?

Those who have a legal right to file a disputed claim with OPM are:

- 1. Anyone enrolled in the Plan;
- 2. The estate of a person once enrolled in the Plan; and

Medical providers, legal counsel, and other interested parties who are acting as the enrolled person's representative. They must send a copy of the person's specific written consent with the review request.

# Where should I mail my disputed claim to OPM?

Send your request for review to: Office of Personnel Management, Office of Insurance Programs, Contract Division III, P.O. Box 436, Washington, D.C. 20044.

## What if OPM upholds the Plan's denial?

OPM's decision is final. There are no other administrative appeals. If OPM agrees with our decision, your only recourse is to sue.

If you decide to sue, you must file the suit against OPM in Federal court by December 31 of the third year after the year in which you received the disputed services or supplies.

## What laws apply if I file a lawsuit?

Federal law governs your lawsuit, benefits, and payment of benefits. The Federal court will base its review on the record that was before OPM when OPM made its decision on your claim. You may recover only the amount of benefits in dispute.

You (or a person acting on your behalf) may not sue to recover benefits on a claim for treatment, services, supplies, or drugs covered by us until you have completed the OPM review procedure described above.

# Your records and the Privacy Act

Chapter 89 of title 5, United States Code allows OPM to use the information it collects from you and us to determine if our denial of your claim is correct. The information OPM collects during the review process becomes a permanent part of your disputed claims file, and is subject to the provisions of the Freedom of Information Act and the Privacy Act. OPM may disclose this information to support the disputed claim decision. If you file a lawsuit, this information will become part of the court record.

### Section 5. Benefits

### **Medical and Surgical Benefits**

#### What is covered

Plan doctors and other Plan providers provide a comprehensive range of preventive, diagnostic and treatment services. This includes all necessary office visits; **you pay** a \$10 office visit copay, but no additional copay for laboratory tests and for x-rays.

Within the service area, house calls will be provided if in the judgement of the plan doctor such care is necessary and appropriate. **You pay** a \$10 copay for a doctor's house call or home visits by nurses and health aides.

The following services are included and are subject to the office visit copay unless otherwise stated:

- Preventive care, including well-baby care and periodic check-ups (copay waived for well-child care to age 19).
- Preventive Care, includes Routine Gynecological Exams. Through a participating HMOBlue Provider, female Members shall have direct access to: primary and preventive obstetric and gynecological services including two annual exams. You pay nothing.
- Preventive Care, includes Screening Pap Smear. Periodic Pap Smears are covered at intervals recommended by your physician. **You pay** nothing.
- Preventive Care, includes Annual Physical Exams. A routine physical examination by your PCP is covered for adults without cost to you. This exam must be performed by your PCP. You pay nothing. Limited to one per calendar year.
- Hearing Exam. With a PCP Referral, an annual routine hearing examination is covered when
  performed by a participating provider. You pay a \$10 co-pay. Limited to one per calendar year.
- Mammograms are covered as follows: for women age 35 through age 39, one mammogram during
  these five years; for women age 40 through 49, one mammogram every one or two years; for women
  age 50 and above, one mammogram every year. In addition to routine screening, mammograms are
  covered when prescribed by the doctor as medically necessary to diagnose or treat your illness. You
  pay nothing.
- Routine immunizations and boosters. Copay waived for member to age 19.
- Consultations by specialists
- Second Surgical Opinion. With a PCP referral, a second surgical opinion is covered if your PCP and/or specialist recommends that surgery be performed.
- Spinal Manipulation. Services are covered for medically necessary correction of structural imbalance; distortion; or subluxation in the human body.
- Diagnostic procedures, such as laboratory tests and X-rays. You pay nothing. Preauthorization Required for MRI and MRA only.
- Diagnostic Services, including colonscopy and endoscopy procedures. Pre-authorization is required.

- Complete obstetrical (maternity) care for all covered females, including prenatal, delivery and postnatal care by a Plan doctor. The mother, at her option, may remain in the hospital up to 48 hours after a regular delivery and 96 hours after a cesarean delivery. Inpatient stays will be extended if medically necessary. If enrollment in the Plan is terminated during pregnancy, benefits will not be provided after coverage under the Plan has ended. Ordinary nursery care of the newborn child during the covered portion of the mother's hospital confinement for maternity will be covered under either a Self Only or Self and Family enrollment; other care of an infant who requires definitive treatment will be covered only if the infant is covered under a Self and Family enrollment. You pay nothing.
- Voluntary sterilization and family planning services (the copay is waived)
- Diagnosis and treatment of diseases of the eye
- Allergy testing and treatment, including test and treatment materials (such as allergy serum)
   (the copay is waived for allergy treatment and allergy serum)
- Nutritional Counseling. When provided by a registered dietitian and determined by us to be
  medically necessary. You pay nothing. Limited to one visit per year. Pre-authorization is
  required.
- The insertion of internal prosthetic devices, such as pacemakers and artificial joints; breast prosthesis and surgical bras, as well as their replacement.
- All human organ transplants will be covered that are both not experimental or investigational and determined to be safe and effective.
- Women who undergo mastectomies may, at their option, have this procedure performed on an inpatient basis and remain in the hospital up to 48 hours after the procedure.
- Kidney Dialysis. You pay nothing.
- Chemotherapy, radiation therapy, and inhalation therapy (the copay is waived)
- Surgical treatment of morbid obesity
- Orthopedic devices, such as braces. You pay 20% of charges. (Foot orthotics excluded)
- Prosthetic devices, such as artificial limbs and eyes, and lenses following cataract removal.
   You pay 20% of charges
- Standard Durable Medical Equipment, such as casts, trusses, apnea monitor; braces and crutches, wheelchairs, special hospital beds, and a home dialysis unit. The Plan's Medical Director will determine medical necessity and whether items should be purchased or rented. The Plan will only pay for DME obtained from vendors or suppliers designated by the Plan. You pay 20% of charges
- Home health services of nurses and health aides, including intravenous fluids and medications, when prescribed by your Plan doctor, who will periodically review the program for continuing appropriateness and need
- Outpatient surgery (the copay is waived)
- All necessary medical or surgical care in a hospital or extended care facility from Plan doctors and other Plan providers, at no additional cost to you

#### **Limited benefits**

**Oral and maxillofacial surgery** is provided for nondental surgical and hospitalization procedures for congenital defects, such as cleft lip and cleft palate, and for medical or surgical procedures occurring within or adjacent to the oral cavity or sinuses including, but not limited to, treatment of fractures and excision of tumors and cysts. All other procedures involving the teeth or intra-oral areas surrounding the teeth are not covered, including any dental care involved in treatment of temporomandibular joint (TMJ) pain dysfunction syndrome.

**Reconstructive surgery** will be provided to correct a condition resulting from a functional defect or from an injury or surgery that has produced a major effect on the member's appearance and if the condition can reasonably be expected to be corrected by such surgery.

A patient and her attending physician may decide whether to have breast reconstruction surgery following a mastectomy and whether surgery on the other breast is needed to produce a symmetrical appearance.

**Inpatient physical rehabilitation** is covered when performed in a Plan approved, free-standing or Hospital-based physical rehabilitation treatment center. Treatment includes physical, speech and occupational therapy. **You pay** nothing. Limited to 60 days per calendar year. Preauthorization is required.

**Short-term outpatient therapy** is covered, including physical therapy, occupational therapy, pulmonary therapy, and speech therapy which in the judgment of The Plan's Medical Director can be expected to result in significant improvement through short term therapy. **You pay** a \$10 copay. Limited to two consecutive months of short term therapy per acute condition. Preauthorization is required.

**Diagnosis and treatment of infertility** is covered; **you pay** nothing. The following types of artificial insemination are covered: intravaginal insemination (IVI); intracervical insemination (ICI) and intrauterine insemination (IUI); **you pay** 50% of charges; cost of donor sperm is not covered. Fertility drugs are covered under the Prescription Drug Benefit. Other assisted reproductive technology (ART) procedures, such as in vitro fertilization and embryo transfer, are not covered.

**Cardiac rehabilitation** following a heart transplant, bypass surgery or a myocardial infarction, is provided for up to 60 visits per calendar year; **you pay** a \$10 copay per visit.

#### What is not covered

- Physical examinations that are not necessary for medical reasons, such as those required for obtaining or continuing employment or insurance, attending school or camp, or travel
- Reversal of voluntary, surgically-induced sterility
- Surgery primarily for cosmetic purposes
- Hearing Aids
- Long-term rehabilitative therapy
- Homemaker services
- Any fees imposed by a Provider for a missed appointment; or any fees for completion of forms or copies of Non-Plan records.
- Human Organ and Bone Marrow Transplants that are determined to be an Experimental/Investigational Procedure or are not safe and effective
- Foot orthotics and corrective shoes

### **Hospital/Extended Care Benefits**

#### What is covered

### Hospital care

The Plan provides a comprehensive range of benefits with no dollar or day limit when you are hospitalized under the care of a Plan doctor. **You pay** nothing. All necessary services are covered, including:

- Semiprivate room accommodations; when a Plan doctor determines it is medically necessary, the doctor may prescribe private accommodations or private duty nursing care
- Specialized care units, such as intensive care or cardiac care units

#### Extended care

The Plan provides a comprehensive range of benefits with no dollar limit for 45 days per member per calendar year when full-time skilled nursing care is necessary and confinement in a skilled nursing facility is medically appropriate as determined by a Plan doctor and approved by the Plan. **You pay** nothing. All necessary services are covered, including:

- Bed, board and general nursing care
- Drugs, biologicals, supplies, and equipment ordinarily provided or arranged by the skilled nursing facility when prescribed by a Plan doctor.

#### **Hospice Care**

Supportive and palliative care for a terminally ill member is covered in the home or hospice facility for up to 210 days. Services include inpatient and outpatient care, and family counseling; these services are provided under the direction of a Plan doctor who certifies that the patient is in the terminal stage of illness.

#### Ambulance service

Benefits are provided for both ground and air ambulance transportation ordered or authorized by a Plan doctor. Preauthorization is required for air ambulance. **You pay** nothing.

#### **Limited benefits**

## Inpatient Dental Procedures

Hospitalization for certain dental procedures is covered when a Plan doctor determines there is a need for hospitalization for reasons totally unrelated to the dental procedure; the Plan will cover hospitalization, but not the cost of the professional dental services. Conditions for which hospitalization would be covered include hemophilia and heart disease; the need for anesthesia, by itself, is not such a condition (except for children to age 7).

## Acute inpatient detoxification

Hospitalization for medical treatment of substance abuse is limited to emergency care, diagnosis, treatment of medical conditions, and medical management of withdrawal symptoms (acute detoxification) if the Plan doctor determines that outpatient management is not medically appropriate. Limit of 7 days per confinement. See page 14 for nonmedical substance abuse benefits.

#### What is not covered

- Personal comfort items, such as telephone and television
- Custodial care, rest cures, domiciliary or convalescent care

### **Emergency Benefits**

# What is a medical emergency?

A medical emergency is the sudden and unexpected onset of a condition or an injury that you believe endangers your life or could result in serious injury or disability, and requires immediate medical or surgical care. Some problems are emergencies because, if not treated promptly, they might become more serious; examples include deep cuts and broken bones. Others are emergencies because they are potentially life-threatening, such as heart attacks, strokes, poisonings, gunshot wounds, or sudden inability to breathe. There are many other acute conditions that the Plan may determine are medical emergencies — what they all have in common is the need for quick action.

# Emergencies within the service area

If you are in an emergency situation, please call your primary care doctor. In extreme emergencies, if you are unable to contact your doctor, contact the local emergency system (e.g., the 911 telephone system) or go to the nearest hospital emergency room. Be sure to tell the emergency room personnel that you are a Plan member so they can notify the Plan. You or a family member must notify the Plan within 48 hours. It is your responsibility to ensure that the Plan has been timely notified.

If you need to be hospitalized, the Plan must be notified within 48 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If you are hospitalized in non-Plan facilities and Plan doctors believe care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

Benefits are available for care from non-Plan providers in a medical emergency only if delay in reaching a Plan provider would result in death, disability or significant jeopardy to your condition.

To be covered by this Plan, any follow-up care recommended by non-Plan providers must be approved by the Plan or provided by Plan providers.

Plan pays...

Reasonable charges for emergency services to the extent the services would have been covered if received from Plan providers.

You pay...

\$35 per hospital emergency room visit or \$10 per urgent care center visit for emergency services that are covered benefits of this Plan. If the emergency results in admission to a hospital, the emergency care copay is waived.

## Emergencies outside the service area

Benefits are available for any medically necessary health service that is immediately required because of injury or unforeseen illness.

If you need to be hospitalized, the Plan must be notified within 48 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If a Plan doctor believes care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

To be covered by this Plan, Any follow-up care recommended by non-Plan providers must be approved by the Plan or provided by Plan providers.

Plan pays...

Reasonable charges for emergency services to the extent the services would have been covered if received from Plan providers.

You pay...

\$35 per hospital emergency room visit or \$10 per urgent care center visit for emergency services that are covered benefits of this Plan. If the emergency results in admission to a hospital, the emergency care copay is waived.

#### What is covered

- Emergency care at a doctor's office or an urgent care center
- Emergency care as an outpatient or inpatient at a hospital, including doctors' services
- Ambulance service approved by the Plan

#### What is not covered

- Elective care or nonemergency care
- Emergency care provided outside the service area if the need for care could have been foreseen before leaving the service area

#### Filing claims for non-Plan providers

With your authorization, the Plan will pay benefits directly to the providers of your emergency care upon receipt of their claims. Physician claims should be submitted on the HCFA 1500 claim form. If you are required to pay for the services, submit itemized bills and your receipts to the Plan along with an explanation of the services and the identification information from your ID card. Payment will be sent to you (or the provider if you did not pay the bill), unless the claim is denied. If it is denied, you will receive notice of the decision, including the reasons for the denial and the provisions of the contract on which denial was based. If you disagree with the Plan's decision, you may request reconsideration in accordance with the disputed claims procedure described on page 6.

#### Mental Conditions/Substance Abuse Benefits

#### **Mental conditions**

#### What is covered

To the extent shown below, the Plan provides the following services necessary for the diagnosis and treatment of acute psychiatric conditions, including the treatment of mental illness or disorders:

- Diagnostic evaluation
- Psychological testing
- Psychiatric treatment (including individual and group therapy)
- Hospitalization (including inpatient professional services)

#### **Outpatient** care

Up to 20 visits to Plan doctors, consultants, or other psychiatric personnel each calendar year; **you pay** a \$10 copay per visit for visits 1-4 and \$25 per visit for visits 5-20 - all charges thereafter.

#### **Inpatient care**

Up to 30 days of hospitalization each calendar year; **you pay** nothing for the first 30 days and all charges thereafter.

#### What is not covered

- Care for psychiatric conditions that in the professional judgment of Plan doctors are not subject to significant improvement through relatively short-term treatment
- Psychiatric evaluation or therapy on court order or as a condition of parole or probation, unless determined by a Plan doctor to be necessary and appropriate
- Psychological testing when not medically necessary to determine the appropriate treatment of a short-term psychiatric condition

#### Substance abuse

#### What is covered

This Plan provides medical and hospital services such as acute detoxification services for the medical, non-psychiatric aspects of substance abuse, including alcoholism and drug addiction, the same as for any other illness or condition and, to the extent shown below, the services necessary for diagnoses and treatment.

#### **Outpatient care**

Up to 60 outpatient visits per calendar year for the treatment of alcoholism and drug addiction; **you pay** a \$10 copay per visit.

#### Inpatient care

Up to 30 days per calendar year in a substance abuse rehabilitation (intermediate care) program in an alcohol or drug rehabilitation center approved by the Plan; you pay nothing during the benefit period -- all charges thereafter. The 30 days per calendar year limitation is an aggregate that includes any days of inpatient hospitalization for detoxification.

#### What is not covered

Treatment that is not authorized by a Plan doctor.

- Any services related to a methadone maintenance program.
- Care provided in a non-therapeutic residential facility.
- Benefits for days of care that consist primarily of participation in programs of a social, recreational, or companionship nature.

## **Prescription Drug Benefits**

#### What is covered

Prescription drugs prescribed by a Plan or referral doctor and obtained at a Plan pharmacy will be dispensed for up to a 30-day supply. **You pay** a \$5 copay per prescription unit or refill for generic drugs or a \$20 copay per prescription unit or refill for name brand drugs. Some brand name drugs are listed on the Plan's Maximum Allowable Cost (MAC) list. For drugs on this list, **you pay** the brand name copay plus the difference in cost between the brand name drug on the MAC list and its generic equivalent.

GENERIC DRUGS: Generic substitution will be made when permissible for certain brand name drugs. Contact the Plan for a listing of which drugs are subject to the generic substitution policy. If, for reasons of medical necessity, a member requires the brand name (or non-preferred) medication, prior authorization may be requested through Diversified Pharmaceutical Services, Inc. (DPS), who will notify the physician of their decision within 24 to 48 hours.

MAINTENANCE DRUGS: Maintenance drugs may be ordered by mail and will be dispensed for up to a 90-day supply. **You pay** \$10 for generic drugs or a \$40 copay per prescription unit or refill for brand name drugs.

DRUG FORMULARY: Drugs are prescribed by Plan doctors and dispensed in accordance with the Plan's drug formulary. Nonformulary drugs will be covered when prescribed by a Plan doctor. The complete BlueCross BlueShield of Utica – Watertown Drug formulary is available upon request from the Plan.

Covered medications and accessories include:

- Drugs for which a prescription is required by law
- Insulin with a copay charge applied to each vial
- Disposable needles and syringes needed to inject covered prescribed medication
- All FDA approved contraceptive drugs and devices
- Drugs obtained at a non-Plan pharmacy; the Plan will pay 50% of the Usual, Customary and Reasonable (UCR) charge, as determined by the Plan
- Fertility drugs
- Intravenous fluids and medication for home use, and some injectable drugs are covered under Medical and Surgical Benefits.

#### **Limited benefits**

- Drugs for the treatment of sexual dysfunction have dosage limitations. Contact the plan for the dosage limitations.
- Covered smoking cessation drugs are limited as to which are covered, and are limited to one course of treatment per lifetime. Contact the plan for which drugs are covered.

#### What is not covered

- Drugs available without a prescription or for which there is a nonprescription equivalent available
- Vitamins and nutritional substances that can be purchased without a prescription
- Medical supplies such as dressings and antiseptics
- Drugs for cosmetic purposes
- Drugs to enhance athletic performance
- Implanted time-release medications other than Norplant
- Drugs for weight loss

#### **Other Benefits**

### Dental Care Accidental injury benefit

Restorative services and supplies necessary to promptly repair (but not replace) sound natural teeth are covered. The need for these services must result from an accidental injury; **you pay** nothing. Accidental dental injuries caused by chewing are not covered.

#### Vision Care What is covered

In addition to the medical and surgical benefits provided for diagnosis and treatment of diseases of the eye, eye refractions once per calendar year (which include the written lens prescription for eyeglasses) may be obtained from Plan providers. **You pay** a \$10 copay.

#### What is not covered

- Corrective lenses or frames
- Eye exercises

## Section 6. General exclusions -- Things we don't cover

The exclusions in this section apply to all benefits. Although we may list a specific service as a benefit, we will not cover it unless your Plan doctor determines it is medically necessary to prevent, diagnose, or treat your illness or condition.

We do not cover the following:

- Services, drugs or supplies that are not medically necessary;
- Services not required according to accepted standards of medical, dental, or psychiatric practice;
- Care by non-Plan providers except for authorized referrals or emergencies (see Emergency Benefits);
- Experimental or investigational procedures, treatments, drugs or devices;
- Procedures, services, drugs and supplies related to abortions except when the life of the mother would be endangered if the fetus were carried to term or when the pregnancy is the result of an act of rape or incest;
- Procedures, services, drugs and supplies related to sex transformations;
- Services or supplies you receive from a provider or facility barred from the FEHB Program; and
- Expenses you incurred while you were not enrolled in this Plan.

## Section 7. Limitations – Rules that affect your benefits

#### Medicare

Tell us if you or a family member is enrolled in Medicare Part A or B. Medicare will determine who is responsible for paying for medical services and we will coordinate the payments. On occasion, you may need to file a Medicare claim form.

If you are eligible for Medicare, you may enroll in a Medicare+Choice plan and also remain enrolled with us.

If you are an annuitant or former spouse, you can suspend your FEHB coverage and enroll in a Medicare+Choice plan when one is available in your area. For information on suspending your FEHB enrollment and changing to a Medicare+Choice plan, contact your retirement office. If you later want to re-enroll in the FEHB Program, generally you may do so only at the next Open Season.

If you involuntarily lose coverage, or move out of the Medicare+Choice service area, you may re-enroll in the FEHB Program at any time.

If you do not have Medicare Part A or B, you can still be covered under the FEHB Program and your benefits will not be reduced. We cannot require you to enroll in Medicare.

For information on Medicare+Choice plans, contact your local Social Security Administration (SSA) office or request it from SSA at 1-800/638-6833.

# Other group insurance coverage

When anyone has coverage with us and with another group health plan, it is called double coverage. You must tell us if you or a family member has double coverage. You must also send us documents about other insurance if we ask for them.

When you have double coverage, one plan is the primary payer; it pays benefits first. The other plan is secondary; it pays benefits next. We decide which insurance is primary according to the National Association of Insurance Commissioners' Guidelines.

If we pay second, we will determine what the reasonable charge for the benefit should be. After the first plan pays, we will pay either what is left of the reasonable charge or our regular benefit, whichever is less. We will not pay more than the reasonable charge. If we are the secondary payer, we may be entitled to receive payment from your primary plan.

We will always provide you with the benefits described in this brochure. Remember: even if you do not file a claim with your other plan, you must still tell us that you have double coverage.

# **Circumstances beyond our control**

Under certain extraordinary circumstances, we may have to delay your services or be unable to provide them. In that case, we will make all reasonable efforts to provide you with necessary care.

# When others are responsible for injuries

When you receive money to compensate you for medical or hospital care for injuries or illness that another person caused, you must reimburse us for whatever services we paid for. We will cover the cost of treatment that exceeds the amount you received in the settlement. If you do not seek damages, you must agree to let us try. This is called subrogation. If you need more information, contact us for our subrogation procedures.

#### TRICARE

TRICARE is the health care program for members, eligible dependents, and retirees of the military. TRICARE includes the CHAMPUS program. If both TRICARE and this Plan cover you, we are the primary payer. See your TRICARE Health Benefits Advisor if you have questions about TRICARE coverage.

# Workers' compensation

We do not cover services that:

- You need because of a workplace-related disease or injury that the Office of Workers' Compensation Programs (OWCP) or a similar Federal or State agency determine they must provide;
- OWCP or a similar agency pays for through a third party injury settlement or other similar proceeding that is based on a claim you filed under OWCP or similar laws.

Once the OWCP or similar agency has paid its maximum benefits for your treatment, we will provide your benefits.

#### Medicaid

We pay first if both Medicaid and this Plan cover you.

# Other Government Agencies

We do not cover services and supplies that a local, State, or Federal Government agency directly or indirectly pays for.

### **Section 8. FEHB FACTS**

# You have a right to information about your HMO.

OPM requires that all FEHB plans comply with the Patients' Bill of Rights, which gives you the right to information about your health plan, its networks, providers and facilities. You can also find out about care management, which includes medical practice guidelines, disease management programs and how we determine if procedures are experimental or investigational. OPM's website (<a href="www.opm.gov">www.opm.gov</a>) lists the specific types of information that we must make available to you.

If you want specific information about us, call 800-722-7884, or write to12 Rhoads Dr., Utica, NY, 13502. You may also contact us by fax at 315-733-2830.

## Where do I get information about enrolling in the FEHB Program?

Your employing or retirement office can answer your questions, and give you a *Guide to Federal Employees Health Benefits Plans*, brochures for other plans and other materials you need to make an informed decision about:

- When you may change your enrollment;
- How you can cover your family members;
- What happens when you transfer to another Federal agency, go on leave without pay, enter military service, or retire;
- When your enrollment ends; and
- The next Open Season for enrollment.

We don't determine who is eligible for coverage and, in most cases, cannot change your enrollment status without information from your employing or retirement office.

# When are my benefits and premiums effective?

The benefits in this brochure are effective on January 1. If you are new to this plan, your coverage and premiums begin on the first day of your first pay period that starts on or after January 1. Annuitants' premiums begin January 1.

## What happens when I retire?

When you retire, you can usually stay in the FEHB Program. Generally, you must have been enrolled in the FEHB Program for the last five years of your Federal service. If you do not meet this requirement, you may be eligible for other forms of coverage, such as Temporary Continuation of Coverage, which is described later in this section.

# What types of coverage are available for my family and me?

Self-Only coverage is for you alone. Self and Family coverage is for you, your spouse, and your unmarried dependent children under age 22, including any foster or step children your employing or retirement office authorizes coverage for. Under certain circumstances, you may also get coverage for a disabled child 22 years of age or older who is incapable of self-support, which is also authorized by your employing or retirement office.

If you have a Self Only enrollment, you may change to a Self and Family enrollment if you marry, give birth or add a child to your family. You may change your enrollment 31 days before to 60 days after you give birth or add the child to your family. The benefits and premiums for your Self and Family enrollment begin on the first day of the pay period in which the child is born or becomes an eligible family member.

Your employing or retirement office will not notify you when a family member is no longer eligible to receive health benefits, nor will we. Please tell us immediately when you add or remove family members from your coverage for any reason, including divorce. No new enrollment form is necessary.

If you or one of your family members is enrolled in one FEHB plan, that person may not be enrolled in another FEHB plan.

# Are my medical and claims records confidential?

We will keep your medical and claims information confidential. Only the following will have access to it:

- OPM, this Plan, and subcontractors when they administer this contract,
- This plan, and appropriate third parties, such as other insurance plans and the Office of Workers' Compensation Programs (OWCP), when coordinating benefit payments and subrogating claims,
- Law enforcement officials when investigating and/or prosecuting alleged civil or criminal actions,
- OPM and the General Accounting Office when conducting audits,
- Individuals involved in bona fide medical research or education that does not disclose your identity; or
- OPM, when reviewing a disputed claim or defending litigation about a claim.

#### Information for new members

#### **Identification cards**

We will send you an Identification (ID) card. Use your copy of the Health Benefits Election Form, SF-2809, or the OPM annuitant confirmation letter until you receive your ID card. You can also use an Employee Express confirmation letter.

# What if I paid a deductible under my old plan?

Your old plan's deductible continues until our coverage begins.

### **Pre-existing conditions**

We will not refuse to cover the treatment of a condition that you or a family member had before you enrolled in this Plan solely because you had the condition before you enrolled.

#### When you lose benefits

# What happens if my enrollment in this Plan ends?

You will receive an additional 31 days of coverage, for no additional premium, when:

- Your enrollment ends, unless you cancel your enrollment, or
- You are a family member no longer eligible for coverage.

You may be eligible for former spouse coverage or Temporary Continuation of Coverage.

# What is former spouse coverage?

If you are divorced from a Federal employee or annuitant, you may not continue to get benefits under your former spouse's enrollment. But, you may be eligible for your own FEHB coverage under the spouse equity law. If you are recently divorced or are anticipating a divorce, contact your ex-spouse's employing or retirement office to get more information about your coverage choices.

#### What is TCC?

Temporary Continuation of Coverage (TCC). If you leave Federal service or if you lose coverage because you no longer qualify as a family member, you may be eligible for TCC. For example, you can receive TCC if you are not able to continue your FEHB enrollment after you retire. You may not elect TCC if you are fired from your Federal job due to gross misconduct.

Get the RI 79-27, which describes TCC, and the RI 70-5, the *Guide to Federal Employees Health Benefits Plans for Temporary Continuation of Coverage and Former Spouse Enrollees* from your employing or retirement office.

# **Key points about TCC:**

- You can pick a new plan;
- If you leave Federal service, you can receive TCC for up to 18 months after you separate;
- If you no longer qualify as a family member, you can receive TCC for up to 36 months;
- Your TCC enrollment starts after regular coverage ends;
- If you or your employing office delay processing your request, you still have to pay premiums from the 32<sup>nd</sup> day after your regular coverage ends, even if several months have passed;
- You pay the total premium, and generally a 2-percent administrative charge. The government does not share your costs;
- You receive another 31-day extension of coverage when your TCC enrollment ends, unless you cancel your TCC or stop paying the premium;
- You are not eligible for TCC if you can receive regular FEHB Program benefits.

# How do I enroll in TCC?

If you leave Federal service your employing office will notify you of your right to enroll under TCC. You must enroll within 60 days of leaving, or receiving this notice, whichever is later.

Children: You must notify your employing or retirement office within 60 days after your child is no longer an eligible family member. That office will send you information about enrolling in TCC. You must enroll your child within 60 days after they become eligible for TCC, or receive this notice, whichever is later.

Former spouses: You or your former spouse must notify your employing or retirement office within 60 days of one of these qualifying events:

- Divorce
- Loss of spouse equity coverage within 36 months after the divorce.

Your employing or retirement office will then send your former spouse information about enrolling in TCC. Your former spouse must enroll within 60 days after the event, which qualifies them for coverage, or receiving the information, whichever is later.

Note: Your child or former spouse loses TCC eligibility unless you or your former spouse notify your employing or retirement office within the 60-day deadline.

# How can I convert to individual coverage?

You may convert to an individual policy if:

- Your coverage under TCC or the spouse equity law ends. If you canceled your coverage or did not pay your premium, you cannot convert.
- You decided not to receive coverage under TCC or the spouse equity law; or
- You are not eligible for coverage under TCC or the spouse equity law.

If you leave Federal service, your employing office will notify you if individual coverage is available. You must apply in writing to us within 31 days after you receive this notice. However, if you are a family member who is losing coverage, the employing or retirement office will not notify you. You must apply in writing to us within 31 days after you are no longer eligible for coverage.

Your benefits and rates will differ from those under the FEHB Program; however, you will not have to answer questions about your health, and we will not impose a waiting period or limit your coverage due to pre-existing conditions.

#### How can I get a Certificate of Group Health Plan Coverage?

If you leave the FEHB Program, we will give you a Certificate of Group Health Plan Coverage that indicates how long you have been enrolled with us. You can use this certificate when getting health insurance or other health care coverage. You must arrange for the other coverage within 63 days of leaving this Plan. Your new plan must reduce or eliminate waiting periods, limitations or exclusions for health related conditions based on the information in the certificate.

If you have been enrolled with us for less than 12 months, but were previously enrolled in other FEHB plans, you may request a certificate from them, as well.

## **Inspector General Advisory: Stop Health Care Fraud!**

Fraud increases the cost of health care for everyone. If you suspect that a physician, pharmacy, or hospital has charged you for services you did not receive, billed you twice for the same service, or misrepresented any information, do the following:

- Call the provider and ask for an explanation. There may be an error.
- If the provider does not resolve the matter, call us at 800-722-7884 and explain the situation.
- If we do not resolve the issue, call or write:

## THE HEALTH CARE FRAUD HOTLINE 202/418-3300

U.S. Office of Personnel Management Office of the Inspector General Fraud Hotline 1900 E Street, NW, Room 6400 Washington, D.C. 20415

#### **Penalties for Fraud**

Anyone who falsifies a claim to obtain FEHB Program benefits can be prosecuted for fraud. Also, the Inspector General may investigate anyone who uses an ID card if they:

- Try to obtain services for a person who is not an eligible family member; or
- Are no longer enrolled in the Plan and try to obtain benefits.

Your agency may also take administrative action against you.

## **Summary of Benefits for HMOBlue – 2000**

Do not rely on this chart alone. All benefits are provided in full unless otherwise indicated subject to the limitations and exclusions set forth in the brochure. This chart merely summarizes certain important expenses covered by the Plan. If you wish to enroll or change your enrollment in this Plan, be sure to indicate the correct enrollment code on your enrollment form (codes appear on the cover of this brochure). ALL SERVICES COVERED UNDER THIS PLAN, WITH THE EXCEPTION OF EMERGENCY CARE, ARE COVERED ONLY WHEN PROVIDED OR ARRANGED BY PLAN DOCTORS.

	Benefits	Plan pays/provides				
Inpatient Care	Hospital	Comprehensive range of medical and surgical services without dollar or day limit. Includes in-hospital doctor care, room and board, general nursing care, private room and private nursing care if medically necessary, diagnostic tests, drugs and medical supplies, use of operating room, intensive care and complete maternity care. <b>You pay</b> nothing	11			
	Extended Care	All necessary services, up to 45 days per year. <b>You pay</b> nothing	11			
	Mental Conditions	Diagnosis and treatment of acute psychiatric conditions for up to 30 days of inpatient care per year. You pay nothing	13			
	<b>Substance Abuse</b>	Covered under mental conditions	14			
Outpatient Care		Comprehensive range of services such as diagnosis and treatment of illness or injury, including specialist's care; preventive care, including well-baby care, periodic check-ups and routine immunizations; laboratory tests and X-rays; complete maternity care. You pay a \$10 copay per office visit; copays are waived for maternity care; copy is waived for annual exams, gynecological exams, screening pap smeers, mammography, \$10 per house call by a doctor.	8			
	Home Health Care	All necessary visits by nurses and health aides. You pay a \$10 copay per visit	9			
	Mental Conditions	Up to 20 visits per year. <b>You pay</b> a \$10 copay per visits 1-4 and a \$25 copay per visit for visits	13			
	<b>Substance Abuse</b>	Up to 60 outpatient visits per year. You pay a \$10 copay per visit	14			
<b>Emergency Care</b>		Reasonable charges for services and supplies required because of a medical emergency. <b>You pay</b> a \$35 copay to the hospital for each emergency room visit and any charges for services that are not covered by this Plan	12			
Prescription Drugs		Drugs prescribed by a Plan doctor and obtained at a Plan pharmacy. <b>You pay</b> a \$5 copay per prescription unit or refill for generic or a \$20 copay for name brands. Mail order maintenance drugs. <b>You pay</b> \$10 for generic drugs or a \$40 copay per prescription unit or refill for brand name drugs.	14			
<b>Dental Care</b>		Accidental injury benefit; You pay nothing	15			
Vision Care		One refraction annually. You pay a \$10 copay per visit	15			
Out-of-Pocket Maximum		Your out-of-pocket expenses for benefits covered under this Plan are limited to the stated copayments which are required for some of the benefits	6			

# 2000 Rate Information for HMOBlue

**Non-Postal rates** apply to most non-Postal enrollees. If you are in a special enrollment category, refer to the FEHB Guide for that category or contact the agency that maintains your health benefits enrollment.

**Postal rates** apply to most career U.S. Postal Service employees. In 2000, two categories of contribution rates, referred to as Category A rates and Category B rates, will apply for certain career employees. If you are a career postal employee but not a member of a special postal employment class, refer to the category definitions in "The Guide to Federal Employees Health Benefits Plans for United States Postal Service Employees", RI 70-2, to determine which rate applies to you.

Postal rates do not apply to non-career postal employees, postal retirees, certain special postal employment classes or associate members of any postal employee organization. Such persons not subject to postal rates must refer to the applicable "Guide to Federal Employees Health Benefits Plans."

		Non-Postal Premium				Postal Premium A		Postal Premium B	
		Biweekly		<u>Monthly</u>		Biweekly		<u>Biweekly</u>	
Type of Enrollment	Code	Gov't Share	Your Share	Gov't Share	Your Share	USPS Share	Your Share	USPS Share	Your Share
Self Only	AH1	\$67.45	\$22.48	\$146.14	\$48.71	\$79.81	\$10.12	\$79.81	\$10.12
Self and Family	AH2	\$171.63	\$57.21	\$371.87	\$123.95	\$203.10	\$25.74	\$201.02	\$27.82