

# Certificate of Coverage

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*Blue Cross Complete of Michigan LLC is an independent licensee  
of the Blue Cross and Blue Shield Association.*



# Certificate of Coverage

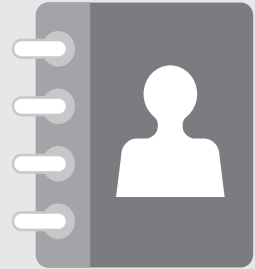


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## 1. General conditions



- 1.01 This *Certificate of Coverage* is issued to persons who have enrolled in Blue Cross Complete through the Michigan Department of Health and Human Services. By enrolling and accepting this Certificate, the Member agrees to abide by the rules of Blue Cross Complete as explained in this Certificate.
- 1.02 Blue Cross Complete of Michigan is a State-approved health maintenance organization. Blue Cross Complete is an independent licensee of the Blue Cross Blue Shield Association. The Association allows Blue Cross Complete to use the Blue Cross Blue Shield service mark in Michigan. Blue Cross Complete is not a contracted agent of the Association. Only Blue Cross Complete can be held accountable or liable to its members for the obligations within this contract. Blue Cross Complete is solely responsible for its own debts and other obligations.
- 1.03 This *Certificate of Coverage* states the terms of enrollment, membership, and coverage for which a Medicaid recipient may receive Blue Cross Complete health benefits. Appendix A lists the benefits that members may receive. It also includes limitations and exclusions.
- 1.04 GOVERNING LAWS: This Certificate is made and shall be interpreted under the laws of the state of Michigan.
- 1.05 WAIVER BY AGENTS: No agent or person, except an authorized officer of Blue Cross Complete, can waive any conditions or restrictions of this Certificate. No agent or person can bind Blue Cross Complete by making a promise or representation, or by giving or receiving any information. No change in this Certificate is valid unless amended in writing and signed by an authorized officer.
- 1.06 POLICY AND PROCEDURES: Blue Cross Complete may adopt reasonable policies, procedures, rules, and interpretations to promote the orderly and efficient administration of this Certificate.
- 1.07 ASSIGNMENT: All rights of a Member to receive benefits and services are personal, granted only to the Member, and may not be assigned to a third party.
- 1.08 HEADINGS: The headings and captions in this Certificate are not to be considered as part of the Certificate and are inserted only for convenience.
- 1.09 NOTICE: Any notice given by Blue Cross Complete in this Certificate shall be given to members in writing. The notice will be hand-delivered, or mailed with postage prepaid by BCC and addressed to the member(s) at the address of record on file with Blue Cross Complete.
- 1.10 LEGAL ACTIONS: No action for recovery may be brought regarding this policy prior to 60 days after providing written proof of loss as required by this policy. No such action shall be brought after three years following the time written proof of loss is required to be furnished.

## 2. Definitions

- 2.01 AMBULATORY SURGERY means surgery performed in an operating room at a hospital or freestanding surgical center without overnight admission. Procedures routinely performed in physicians' offices are not considered ambulatory surgery.
- 2.02 APPROVED FACILITY means a facility that provides medical or other services to Blue Cross Complete Members and has entered into an agreement with Blue Cross Complete to do so.
- 2.03 ATTENDING PHYSICIAN means any physician who, upon appropriate referral by a primary care physician or authorization by Blue Cross Complete, is responsible for the care of Blue Cross Complete Members in inpatient hospital or ambulatory surgery facilities.
- 2.04 AUTHORIZED SERVICE means any health care service which is a benefit under the Certificate and which has been provided or arranged by a primary care physician or his or her designee and/or authorized by the Blue Cross Complete Medical Director to be provided by another provider. An authorized service may be referred to in this document as a covered service.



- 2.05 BENEFITS are the health care services described in this *Certificate of Coverage* and required under Michigan law or by MDHHS.
- 2.06 CERTIFICATE OF COVERAGE (or Certificate) is the statement of covered benefits, including the terms of enrollment and covered services. *Certificate of Coverage* may also be referred to as the Certificate.
- 2.07 CONTRACT consists of the Blue Cross Complete *Certificate of Coverage*, including: General Conditions, Definitions, Limitations and Exclusions in its entirety, member ID cards, forms and questionnaires completed by the Member. The contract also consists of any authorized amendments, riders, or endorsements.
- 2.08 CONTRACT YEAR means the 12-month period beginning with the effective date of the contract between MDHHS and Blue Cross Complete.
- 2.09 CONTRACTED HOSPITAL means a hospital which has signed a contract with Blue Cross Complete or on whose behalf a contract has been signed to provide covered services to Blue Cross Complete Members in accordance with the terms and conditions of the contract. A contracted hospital also may be referred to as a participating hospital or a network hospital.
- 2.10 CONTRACTED PHYSICIAN means a physician who has signed a contract with Blue Cross Complete or on whose behalf a contract has been signed. A Contracted Physician may be employed by a contracted hospital or may participate in a physician group or PHO which has signed a contract to provide covered services to Blue Cross Complete Members. A Contracted Physician also may be referred to as a participating physician or a network physician.
- 2.11 CONTRACTED PROVIDER means a provider who has signed a contract with Blue Cross Complete or on whose behalf a contract has been signed to provide covered services to Blue Cross Complete Members in accordance with the terms and conditions of the contract. A contracted provider also may be referred to as a participating provider.
- 2.12 COVERED SERVICE(S) means the comprehensive health care services delivered under the terms and conditions for their delivery described in the *Certificate of Coverage*.
- 2.13 CUSTODIAL CARE is provided by persons without professional health care skills or training, primarily for the purpose of meeting personal needs such as bathing, walking, dressing, and eating.
- 2.14 DURABLE MEDICAL EQUIPMENT is equipment that is able to withstand repeated use, is customarily used to serve a medical purpose, and is not useful to a person in the absence of illness or injury. Examples include canes, crutches, and bed rails.
- 2.15 EFFECTIVE DATE is the date the Member is entitled to receive covered services pursuant to this Contract as determined by MDHHS.
- 2.16 EMERGENCY SERVICES means Medically necessary services provided to an enrollee with sudden, acute severe medical symptoms or severe pain that could likely result in:
- Serious harm to the enrollee's health, or in the case of a pregnant woman, her health or her unborn child's health,
  - Serious damage to a body function, organ, or part.
- Further, emergency services means covered inpatient and outpatient services that are as follows:
- Furnished by a provider qualified under this title.
  - Needed to evaluate or stabilize an emergency medical condition.
- 2.17 ENROLLEE is an individual determined by MDHHS to be entitled to receive health care services under this *Certificate of Coverage*.
- 2.18 EXPERIMENTAL, INVESTIGATIONAL OR RESEARCH MEDICAL, SURGICAL CARE DRUG, DEVICE, TREATMENT, OR PROCEDURE

This means a drug, device, treatment, or procedure meeting one or more of the following criteria:



- It cannot be lawfully marketed, without the approval of the U.S. Food and Drug Administration and such approval has not been granted at the time of its use or proposed use; or
- It is the subject of a current investigational new drug or new device application on file with the FDA; or
- It is being provided pursuant to a Phase I or Phase II clinical trial or as the experimental or research arm of a Phase III clinical trial; or
- It is being provided pursuant to a written protocol describing the determination of safety, efficacy or efficiency in comparison to conventional alternatives.
- It is described as experimental, investigational or research by informed consent or patient information documents; or
- It is being delivered or should be delivered subject to the approval and supervision of an Institutional Review Board (IRB) as required and defined by federal regulations, particularly those of the FDA or the Department of Health and Human Services (HHS) or successor agencies, or of a human subjects (or comparable) committee; or
- The predominant opinion among experts as expressed in the published authoritative medical or scientific literature is that further experiment, investigation or research is necessary in order to define safety, toxicity, effectiveness or efficiency compared with conventional alternatives.

(Antineoplastic drug therapy shall be provided in accordance with Michigan law.)

- 2.19 FEE SCHEDULE means the schedule of fees that Blue Cross Complete pays to contracted providers for services and benefits under this Certificate.
- 2.20 HEARING AID is an electronic device worn for the purpose of amplifying sound and assisting the physiological process of hearing.
- 2.21 HOMEBOUND means a medical condition that prevents the patient from leaving home.
- 2.22 HOME HEALTH AGENCY is an organization licensed or certified pursuant to the laws of the state of Michigan as a home health agency and which has entered into an agreement with Blue Cross Complete to provide covered services to Members.
- 2.23 HOME HEALTH CARE means part-time skilled health care provided for homebound Members in the home for the treatment of an illness or injury, for medical conditions which are not long-term or chronic in nature.
- 2.24 HOSPICE CARE means services that are primarily used to provide pain relief, symptom management, and supportive services to the terminally ill and their families.
- 2.25 Blue Cross Complete of Michigan is authorized by the state of Michigan to arrange for the provision of health care services as a health maintenance organization.
- 2.26 Blue Cross Complete of Michigan is the name of the health care plan described in this *Certificate of Coverage*. Blue Cross Complete of Michigan may be referred to in this document as Blue Cross Complete, Plan, Health Plan or as the Medicaid Plan.
- 2.27 MEDICAID FAIR HEARING PROCESS means a process that exists at the Michigan Department of Health and Human Services that a Member may use to raise any concerns about any Blue Cross Complete decision under this Certificate. The Medicaid Fair Hearing Process is described in the *Member Handbook*.
- 2.28 MEDICAL DIRECTOR is a Michigan licensed physician designated by Blue Cross Complete to provide medical management and related services on behalf of Blue Cross Complete. As used in the Certificate, the term shall include any individual designated by the Medical Director to act on his or her behalf.



- 2.29 MEDICALLY NECESSARY means services and supplies furnished to a Member when and to the extent the Blue Cross Complete Medical Director or his or her designee determines that they satisfy all of the following criteria:
- They are medically required and medically appropriate for the diagnosis and treatment of the Member's illness or injury.
  - They are consistent with professionally recognized standards of health care.
  - They do not involve costs that are excessive in comparison with alternative services that would be effective for the diagnosis and treatment of the Member's illness or injury.
- The fact that a physician may have prescribed, ordered, recommended, or approved the provision of certain services to the Member does not necessarily mean that such services satisfy the above criteria.
- 2.30 MEMBER means an individual entitled to receive benefits under this Certificate.
- 2.31 Through the MEMBER APPEALS PROGRAM a member can submit a concern about Blue Cross Complete, its providers or health care professionals. The MAP provides for a response following the procedures described in the *Member Handbook*.
- 2.32 NONAUTHORIZED SERVICE means any health care service, which hasn't been provided or arranged by the primary care physician or his or her designee or hasn't been authorized by Blue Cross Complete to be provided by another provider.
- 2.33 NONCOVERED SERVICE means any health care service excluded as a benefit under this Certificate.
- 2.34 NONPLAN PROVIDER means any health care professional or provider who is not party to a contract with Blue Cross Complete to provide services to Medicaid members.
- 2.35 OFF-LABEL means the use of a drug prescribed for uses other than those stated in the labeling approved by the United States Food and Drug Administration.
- 2.36 ORTHOTIC DEVICE is an external device which is designed to correct or assist in the prevention of a bodily defect either of form or function.
- 2.37 PLAN means the Blue Cross Complete Medicaid Plan.
- 2.38 POST STABILIZATION care services means covered services, related to an emergency medical condition that are provided after a Member is stabilized in order to maintain the stabilized condition, or, to improve or resolve the enrollee's condition.
- 2.39 PRESCRIPTION means any physician or licensed practitioner order for a medicinal substance which under the Federal Food, Drug, and Cosmetic Act is required to bear on the packaging label the following legend: "Caution: Federal Law prohibits dispensing without a prescription."
- 2.40 A Primary Care Physician (PCP) is the contracted doctor who provides or coordinates a Member's health care through referrals to other providers, professionals, or facilities. A PCP's specialty may be Family Practice, General Practice, Internal Medicine, OB-GYN, or Pediatrics. A specialist may act as a PCP when the Member's medical condition should be managed by a specialist and when approved by Blue Cross Complete.
- 2.41 PROSTHETIC DEVICE is a device which aids body functioning or replaces a limb or body part.
- 2.42 RESTORATIVE HEALTH SERVICES means intermittent or short-term rehabilitative nursing care that may be provided in or out of a health care facility.
- 2.43 SERVICE AGREEMENT is the contract between Blue Cross Complete of Michigan and the Michigan Department of Management and Budget, Acquisition Services, which establishes the scope of benefits being purchased, the criteria for eligibility, as well as the underwriting and administrative agreements between the parties.
- 2.44 SERVICE AREA means the geographical area in which Blue Cross Complete is authorized by state authorities to provide or arrange for the provision of health services to Members by network providers.





- 2.45 SKILLED CARE is a service recommended by a doctor that requires the special skills of qualified technical or health personnel. The care must be provided directly by or under the supervision of skilled nursing or rehab personnel. This assures the safety of the Member and ensures the medically desired result is reached.
- 2.46 SKILLED NURSING FACILITY is an institution which has been licensed by the state of Michigan and certified by Medicaid to provide skilled care nursing services.
- 2.47 SPECIALIST is a physician to whom a Blue Cross Complete Member has been referred by the Blue Cross Complete primary care physician or his or her designee and/or Blue Cross Complete for special consultation or treatment.
- 2.48 TELEMEDICINE means the use of electronic media, such as a phone or video call, to link patients with health care professionals in different locations.

### 3. Eligibility

- 3.01 MEMBERS – To be eligible to enroll, a person must:
- Be eligible for Medicaid or Healthy Michigan Plan as determined by MDHHS,
  - Have a Medicaid status that is permitted by MDHHS to enroll in an HMO, and
  - Reside within the service area.
- 3.02 In all cases, final determination of Blue Cross Complete eligibility is made by MDHHS.

### 4. Enrollment requirements

- 4.01 The categories of Medicaid-eligible persons who may enroll in HMOs are determined by MDHHS.
- 4.02 Newborns of Medicaid-eligible women are automatically enrolled in Blue Cross Complete effective with date of birth if the mother is a Blue Cross Complete Member at the time of delivery.

### 5. Disenrollment

- 5.01 If a member wishes to disenroll, he/she must follow the procedures set forth by MDHHS. Disenrollment information is available upon request from the Customer Service department.
- 5.02 All rights to benefits stop on the effective date of disenrollment, without prejudice to claims for services rendered prior to the effective date of disenrollment. If the member is a patient of an acute care facility at the time of disenrollment, Blue Cross Complete will cover the stay until the date of discharge. The disenrollment date is determined by MDHHS.
- 5.03 Blue Cross Complete may submit a request to the Michigan Department of Health and Human Services requesting a special disenrollment of a member if the member acts in a violent or threatening manner not resulting from the member's special needs (as prohibited in the Disenrollment Discrimination section of the Medicaid contract). The effective disenrollment date for an approved request will be determined by MDHHS. It must be within 60 days from the date MDHHS receives the complete request from the plan and no later than 30 days following resolution of the appeal.
- 5.04 Special disenrollments will occur only to the extent consistent with the rules and regulations of MDHHS.

### 6. Effective date of coverage

- 6.01 All eligible, enrolled members will be covered under this Certificate on the date agreed upon between MDHHS and Blue Cross Complete.

## 7. Blue Cross Complete Member rights and responsibilities



### 7.01 RIGHTS AND RESPONSIBILITIES

Member rights will be honored by all Blue Cross Complete staff and affiliated providers. Member rights:

- Understand information about your health care
- Get required care as described in this book
- Be treated with dignity and respect
- Receive culturally and linguistically appropriate services, or CLAS
- Privacy of your health care information, as outlined in this handbook
- Treatment choices, in spite of cost or benefit coverage
- Fully join in making decisions about your health care
- Refuse to accept treatment
- Voice complaints, grievance or appeals about Blue Cross Complete and its services, benefits, providers and care
- Get clear and easy to understand written information about Blue Cross Complete's services, practitioners, providers, rights and responsibilities policies
- Review your medical records and ask that they be corrected or amended
- Make suggestions regarding Blue Cross Complete's rights and responsibilities policies
- Be free from any form of abuse, being restrained or secluded, as a means of coercion, discipline, convenience or retaliation when receiving services
- Receive information on available treatment options and alternatives presented in a manner appropriate to the enrollee's condition and ability to understand
- Request and receive:
  - The Blue Cross Complete *Provider Directory*
  - The professional education of your providers, including those who are board certified in the specialty of pain medicine for evaluation and treatment
  - The names of hospitals where your physicians are able to treat you
  - The contact information for the state agency that oversees complaints or corrective actions against a provider
  - Any authorization, requirements, restrictions or exclusions by service, benefit or a specific drug
  - The information about the financial agreements between Blue Cross Complete and a participating provider

Member responsibilities:

- Know your Blue Cross Complete Certificate
- Know your *Member Handbook* and all other provided materials
- Call Customer Service with any questions
- Seek services for all nonemergency care through your primary care physician, except as otherwise stated in this Certificate
- Use the Blue Cross Complete network
- Be referred and approved by Blue Cross Complete and your primary care physician for out-of-network services
- Make and keep appointments with your primary care physician
- Contact your doctor's office if you need to cancel an appointment
- Be involved in decisions regarding your health
- Behave in a proper and considerate manner to providers, their staff, other patients and Blue Cross Complete staff
- Tell Blue Cross Complete of address changes, any changes for your dependents' coverage and any other health coverage
- Protect your card against misuse
- Call Customer Service right away if your card is lost or stolen
- Follow your doctor's instructions regarding your care

- Make treatment goals with your physician
- Contact Blue Cross Complete Anti-fraud Unit if you suspect fraud



For more information, members may contact Customer Service.

## 7.02 PRIMARY CARE PHYSICIAN SELECTION AND CONTINUITY OF CARE

Upon enrollment, and by the effective date, the Member shall select a primary care physician for each member of the family. Blue Cross Complete reserves the right to choose a primary care physician for the Member if he/she does not indicate a physician selection. Blue Cross Complete will use prescribed guidelines to make such a selection.

Adult members may change their primary care physician or that of their enrolled child by submitting a request to Blue Cross Complete. Foster parents must contact the child's MDHHS case worker to change the child's primary care physician. Normally, a change will take effect days on the day Blue Cross Complete receives the request. Blue Cross Complete may limit the number of times a member can change PCPs without cause in a year.

If a member's PCP leaves the Blue Cross Complete network for any reason other than failure to meet Blue Cross Complete's quality standards or fraud, a Member who is undergoing an ongoing course of treatment with that physician may be eligible to receive treatment from that physician as follows:

- For as many as ninety (90) days after the Member receives notice that the contracted physician is leaving Blue Cross Complete's network.
- If the Member is in her second or third trimester of pregnancy at the time of her obstetrician's termination from the Blue Cross Complete network, she may continue with the terminated physician through post-partum care (i.e., the regular post-partum visit) directly related to that pregnancy.
- If the Member has been receiving care for a terminal illness, the member may continue to receive care from the treating physician for the terminal illness for the remainder of his or her life. All other care must be provided by contracted providers.

Continuity of care applies only if it is authorized by Blue Cross Complete unless stated otherwise in this Certificate. The departing physician must also agree to:

- Accept payment from Blue Cross Complete at the rates in place before the termination.
- Follow Blue Cross Complete's standards for maintaining quality health care.
- Provide Blue Cross Complete with medical information related to the care provided.
- Comply with Blue Cross Complete's policies and procedures, including those related to utilization review, referrals, prior authorization and treatment plans.

7.03 A Member enrolls in Blue Cross Complete knowing that providers are responsible for determining treatment. A Member may refuse procedures recommended by a doctor. If the refusal of a recommended procedure is due to lack of agreement between the doctor and patient and creates a barrier to care, the health plan may help the member change their doctor. If the Member refuses to accept recommended treatment or procedures and no alternatives exist, the Member shall be advised.

## 7.04 MEMBER APPEALS PROGRAM

Blue Cross Complete has set up a mechanism for receiving, processing, and resolving Member appeals and grievances relating to the benefits or the operation of Blue Cross Complete. This is fully described in the Blue Cross Complete Medicaid Plan *Member Handbook*, "Part 10: If you have a concern." Members will receive a copy of the *Member Handbook* describing the Member Appeals Program when they enroll with Blue Cross Complete, and may receive additional copies at any time by telephone request to Customer Service at the number listed below.

There is a time limit on filing an appeal. You must file within 60 days of the problem or denial. Contact us for a form to do this. You may also file an appeal request verbally. If you have questions, please call Customer Service at 1-800-228-8554 (TTY: 1-800-649-3777).



#### 7.05 MEMBER IDENTIFICATION CARDS

Having possession of the Blue Cross Complete Member Identification Card confers no right for benefits under this Certificate. To be entitled to benefits, the holder of the card must meet and maintain all MDHHS requirements.

A Member shall report loss or theft of the Member Identification Card to Blue Cross Complete immediately upon discovery of loss or theft.

#### 7.06 FORMS AND QUESTIONNAIRES

Members shall complete and submit to Blue Cross Complete such forms and medical questionnaires as requested. Members warrant that all information completed by them is true, correct, and complete to the best of their knowledge.

#### 7.07 BENEFITS, POLICIES, AND PROCEDURES

The Member is responsible for becoming familiar with and following Blue Cross Complete Medicaid Plan benefits, policies, and procedures.

#### 7.08 HEALTH MANAGEMENT PROGRAM

Enrolling in Blue Cross Complete entitles the Member to participate in Blue Cross Complete's Health Management Program which includes health promotion activities, health education activities, disease management programs, and case management programs.

#### 7.09 MEMBERSHIP RECORDS

Blue Cross Complete will keep membership records. Blue Cross Complete is not liable for any obligation dependent upon information to be supplied by the Member prior to receipt in satisfactory form. Incorrect information furnished may be corrected if Blue Cross Complete has not acted to its prejudice by relying on it.

#### 7.10 AUTHORIZATION TO RECEIVE INFORMATION

Member authorizes, subject to applicable confidentiality requirements, providers to disclose information about his or her care, treatment and physical condition to Blue Cross Complete. The member also permits Blue Cross Complete to copy his or her records.

### 8. Member's role in policy making

#### 8.01 BOARD OF MANAGERS AND CONSUMER ADVISORY COMMITTEE

As provided by law, at least one member of the Blue Cross Complete Board of Managers shall consist of an adult enrollee elected by persons enrolled in Blue Cross Complete. Each member will receive a list of Blue Cross Complete's Board of Managers with the enrollee board member identified. Changes in board membership shall be reflected in Blue Cross Complete's newsletter. Member(s) may contact Blue Cross Complete for information on becoming a member of the Board of Managers. In addition, Blue Cross Complete has a Member Advisory Council that serves as the consumer advisory committee and reports to the Board of Managers. The Member Advisory Council is made up of at least one adult enrollee, one family member or legal guardian of an enrollee, and one consumer advocate.

#### 8.02 REGULAR COMMUNICATION

Members shall receive Blue Cross Complete's newsletter which will provide information regarding current policy, policy changes, and how best to take advantage of the Blue Cross Complete Plan services.

### 9. Payment for coverage

9.01 MDHHS is responsible for making premium payments to Blue Cross Complete for all Medicaid members. Payments shall be made in accordance with the terms of the agreement between Blue Cross Complete and MDHHS.

## 10. Claim provisions



- 10.01 It is not expected that a Member will make payments to any participating provider for benefits under this Certificate. However, if the Member provides evidence satisfactory to Blue Cross Complete that he/she has made payment to a contracted authorized provider in exchange for benefits, and that payment is the responsibility of Blue Cross Complete, the Member shall be reimbursed by Blue Cross Complete if an itemized bill and original evidence of payment (canceled check, cash receipt, etc.) is received by Blue Cross Complete no later than one year from the date of service. Receipts may be submitted to:

Blue Cross Complete  
Attention: Claims  
P.O. Box 7355  
London, KY 40742

## 11. Coordination of benefits and subrogation

### Other party liability

Blue Cross Complete does not pay claims or coordinate benefits for services which are not provided or authorized by a Blue Cross Complete physician and which are not benefits under this Certificate, except as otherwise stated in this Certificate.

### 11.01 GENERAL PROVISION

Blue Cross Complete will provide each of its Members with full benefits to the limit of this Certificate. However, a Member may not receive duplicate benefits, or benefits greater than the actual expenses incurred or Blue Cross Complete's fee schedule amount, whichever is less. Duplicate coverage does not extend Blue Cross Complete benefits beyond the limits of this Certificate.

The Member shall execute and deliver such instruments and take action as Blue Cross Complete may require to implement the provisions of this section. The Member shall do nothing to prejudice the rights given Blue Cross Complete by this provision without its prior written consent.

Benefits are not provided under this Certificate if any expenses to or on behalf of a member are paid or payable under the provisions of any other insurance, service benefit or reimbursement plan, including: Medicare, Worker's Compensation, Employer's Liability Law, or No Fault Automobile Insurance.

### 11.02 COORDINATION OF BENEFITS

Blue Cross Complete will follow the coordination of benefits guidelines of MDHHS.

All medical bills must first be submitted to the primary insurance carrier. Blue Cross Complete will generally be the payer of last resort.

### 11.03 SUBROGATION

If the Member has a right of recovery from person or organization for any benefits or supplies covered under this contract (except from a Member's health insurance coverage, subject to the coordination of benefits provisions), the Member, as a condition to receiving benefits under this contract, will:

- Authorize Blue Cross Complete to be subrogated to the Member's rights of recovery, to the extent only of the benefits provided including the right to bring suit in the Member's name at the sole cost and expense of Blue Cross Complete.

In the event a suit instituted by Blue Cross Complete on behalf of the Member results in monetary damages awarded in excess of the cash value of actual benefits provided by Blue Cross Complete, Blue Cross Complete shall have the right to recover costs of suit and attorney fees out of the excess, to the extent of the cost of such fees.

### 11.04 RIGHT OF PAYMENT AND RECOVERY

If Blue Cross Complete has provided benefits under the contract but another plan should pay, Blue Cross Complete has the right to deny payment or seek the reasonable cash value of each service from the other plan.

## 11.05 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

Under the terms of this section, Blue Cross Complete may need to release or get Member information which it deems to be necessary. A Member who claims benefits under the contract must provide Blue Cross Complete with that information. This includes notifying Blue Cross Complete of any change in other insurance coverage.



## 12. Out-of-area coverage

12.01 Members are entitled to out-of-area coverage for urgent and emergent medical care. Emergency care doesn't require a referral or prior authorization.

Routine out-of-area or out-of-network care requires prior authorization by Blue Cross Complete. Services approved by Blue Cross Complete to be received outside the state of Michigan will be administered consistent with the requirements of MDHHS and through BlueCard, a Blue Cross Blue Shield Association Program. Health care services provided outside the country are not covered by Blue Cross Complete. For more information, please call Customer Service.

## 13. Term and termination

13.01 TERM

This Certificate shall continue in effect from the effective date as long as the Member is eligible according to MDHHS and as long as Blue Cross Complete is contracted with the state of Michigan as a qualified health plan for the Medicaid program.

13.02 TERMINATION FOR CAUSE

Coverage for a Member may be terminated for cause, subject to reasonable notice and the consent of MDHHS for:

- Violent/Life-Threatening situations including physical acts of violence; physical or verbal threats of violence made against Blue Cross Complete-affiliated providers, Blue Cross Complete staff, or the public at Blue Cross Complete locations; or where stalking situations exist.

NOTE: On or after the effective date of termination for cause, premium payments received on behalf of such terminated Member for periods following the termination date shall be refunded to MDHHS. Blue Cross Complete shall however, make reasonable attempts to transfer care of patients terminated from the Plan to other providers.

13.03 LOSS OF ELIGIBILITY

MDHHS will notify Blue Cross Complete if the Member is no longer eligible for coverage under the contract as specified in Section 3, Eligibility.

13.04 CESSATION OF OPERATIONS

In the event of cessation of operations or dissolution of Blue Cross Complete, this Certificate may be terminated immediately by order of proper authority. Blue Cross Complete may be obligated for services as prescribed by law or proper order.

## 14. Benefits

14.01 Members can get the services described under the terms and conditions of this Certificate. Blue Cross Complete primary care physicians need to provide care to Blue Cross Complete Members, except as noted.

When needed, the Member's PCP will refer the member to a specialist. Usually, the specialist will participate with Blue Cross Complete. Blue Cross Complete has no liability or obligation for any benefits received by Members from other doctors, hospitals or entity unless requested in advance by the doctor or prior approved by Blue Cross Complete.

Certain exceptions apply (e.g., emergency services, routine obstetrical and gynecological services). If you have not chosen a Blue Cross Complete pediatrician to be your child's PCP and want to take your child to a Blue Cross Complete pediatrician, you can do so without a referral. Blue Cross Complete may assign that doctor to be your child's PCP.

You don't pay for services covered by Blue Cross Complete, when they are medically necessary and arranged by your PCP. The following is a list of those services, which are also listed in the Handbook:



- Blood lead testing for members under age 21
- Breast cancer services – services to treat breast cancer as required by federal and state women's health and cancer protection acts. These include diagnostic, outpatient treatment and rehabilitative services.
- Breast pumps; personal use, double-electric
- Chiropractic services
- Dental services for members ages 21 and up. Members under 21 years of age are covered by the Healthy Kids Dental program administered by the Michigan Department of Health and Human Services.
- Diagnostic laboratory, X-ray and other imaging services
- Doctor office visits
- Doula services during pregnancy, postpartum and delivery
- Emergent and urgent care services
- Family-planning services
- Gender affirmation services
- Health education – disease management programs
- Hearing examinations and hearing aids for all members
- Home health services and skilled nursing home services when medically necessary. (You can use these after you leave the hospital or instead of going to the hospital. Your primary care physician will help you arrange these services.)
- Hospice services (if you request)
- Hospital services requiring an overnight stay, including:
  - Cost of a semi-private room (sharing a room with one other person)
  - Doctor services
  - Surgical services
  - Anesthesia (medication to relax or put you to sleep before surgery)
  - X-rays
  - Laboratory services
- Long-term acute care hospital services
- Maternal Infant Health Program - for pregnant women and infants who are enrolled in a health plan. The program offers free rides to medical visits and childbirth or parenting classes. During scheduled home visits, a health professional will help with health matters that can affect pregnancy, including:
  - Asthma
  - Depression and anxiety
  - High blood pressure
  - High blood sugar
  - Smoking
  - Alcohol or drug use
  - Getting health care while the member is pregnant (prenatal care)
  - Finding food or a place to live
  - Concerns about abuse or violence
- Medical equipment and supplies, durable
- Mental health and substance use disorder services – outpatient visits for mild or moderate mental health treatment
- Midwife services – when provided by a certified nurse midwife in a health care setting
- Nurse practitioner services – when provided by a certified pediatric or family nurse
- Out-of-network services – when authorized by Blue Cross Complete, except as otherwise stated in this Certificate



- Parenting and birthing classes
- Physical exams – routine or annual physical exams
- Podiatric (foot specialist) services, when medically necessary
- Practitioner services – such as those provided by physicians and specialists
- Pregnancy care – including prenatal and postpartum care (before and after birth)
- Prescriptions and pharmacy services
- Prosthetics and orthotics
- Rehabilitative or restorative services – intermittent or short term, in a nursing facility for up to 45 days
- Rehabilitative or restorative services in a place of service other than a nursing facility
- Renal disease services – end stage
- Restorative or rehabilitative services in a health care location other than a nursing facility.
- Sexually transmitted disease treatment
- Smoking and tobacco cessation treatment, including drugs and behavioral support (tobacco quit program)
- Specialist visits
- Surgical services – not requiring an overnight hospital stay
- Telemedicine, also known as telehealth services
- Therapy – physical, speech and language, occupational
- Transplant services
- Transportation – by ambulance and other emergency medical transport
- Transportation – to nonemergency covered medical services
- Vaccinations (covered vaccinations do not require prior authorization if provided by local health departments.)
- Vision – routine services
- Weight-reduction services, including bariatric surgery, if medically necessary
- Well-baby and well-child care – Early Periodic Screening Diagnosis and Treatment Program for persons under age 21

### **Healthy Michigan Plan enrollees**

The covered services provided to Healthy Michigan Plan enrollees under this contract include all those listed above and the following services:

- Habilitative services
- Expanded dental services

Your primary care physician can help you get the Blue Cross Complete services you need. Customer Service can also answer questions about your benefits.

## **15. Healthy Michigan Plan benefits**

- 15.01 The Healthy Michigan Plan is a program providing Medicaid coverage to all adults in Michigan with incomes up to and including 133 percent of the federal poverty level.

This certificate sets the terms and conditions of coverage and describes the health care services that are covered for Members under the Healthy Michigan Plan. The covered services provided to Healthy Michigan Plan enrollees under this contract include all those listed above and the following services:

- 15.02 Dental services

Diagnostic, preventive, restorative, prosthetic and medically/clinically necessary oral surgery services, including extractions, are covered for all Healthy Michigan Plan members.



15.03 Habilitative services

Habilitative services help a person keep, learn or improve skills and functioning for daily living. These services may include physical and occupational therapy, speech language pathology and other services.



15.04 Exclusions

Medicare and other federal or state government programs

- If you obtain Medicare coverage, you will be disenrolled from the Healthy Michigan Plan.

# Appendix A



## Part 1: Schedule of Benefits

Coverage is only available for services and benefits provided or arranged by the PCP. These services must be needed and approved by Blue Cross Complete. Exceptions do apply. Only services that are medically necessary as determined by the BCC Medical Director or his or her designee are benefits under this Certificate. Blue Cross Complete will only pay for covered services.

### A-1. Basic health services

#### GENERAL CONDITIONS

Physician and consultation services provided or arranged by the primary care physician are covered under this section. Certain exceptions apply; (see emergency services and routine obstetrical and gynecological services). Covered professional services include:

- A-1.01 Office visits provided by the Member's primary care physician or a specialist to whom a Member is referred by the primary care physician.
- A-1.02 Routine and periodic age/gender specific examinations by the Member's primary care physician.
- A-1.03 Women have open access to contracted obstetricians and gynecologists contracted OB-GYNs for annual well woman exams and other routine care and services. However, a referral from a PCP is required before a member may see a specialist for ongoing care.
- A-1.04 Pediatric care including well-child care, diagnosis and treatment of illness and injury, and services provided by the Early and Periodic Screening Diagnosis and Treatment Program (EPSDT) as defined by MDHHS.

A well-child examination may include:

- A health and developmental history
- A developmental and behavioral assessment
- Age-appropriate physical examination
- Height and weight measurements and age-appropriate head circumference
- Blood pressure testing for children aged three and older
- Immunization review and administration of appropriate immunizations
- Depression screening
- Behavioral/Social/Emotional screening
- Maternal depression screening
- Newborn bilirubin
- Health education including anticipatory guidance
- Nutritional assessment
- Hearing, vision, and dental assessments, including fluoride varnish and fluoride supplements for infants and children
- Lead toxicity screening for children ages one to five, with blood sample testing for lead levels as indicated, and all related follow-up services
- Tuberculin testing and related laboratory services
- An interpretive conference and appropriate counseling for parents/guardians
- Hepatitis C screening, including information about treatment options, how to prevent transmission to others and drug treatment, if needed

The following EPSDT program services are also covered:

- Diagnosis and treatment for defective vision, including glasses
- Relief of dental pain and infections, restoration of teeth and maintenance of dental health, including dental sealants and fluoride varnish
- Diagnosis and treatment for hearing defects, including hearing aids

- Health care, diagnosis, treatment or other services to correct or improve defects, physical or mental illnesses and conditions discovered during a screening
- Hepatitis B infection risk assessment and any necessary follow-up services
- Hepatitis C screening, including information about treatment options, how to prevent transmission to others and drug treatment, if needed



The following EPSDT services are covered for adolescents:

- Hearing risk assessment
- Tobacco, alcohol or drug use assessment
- Depression and suicide risk screening beginning at age 12
- Screening for Dyslipidemia once between 17 and 21 years of age
- Sexually transmitted infections beginning at age 11
- HIV screening beginning at age 11 and once between 15 and 18 years of age
- Sudden cardiac arrest and sudden cardiac death risk assessment beginning at age 11

If you have not chosen a Blue Cross Complete pediatrician to be your child's PCP and want to take your child to a Blue Cross Complete pediatrician for general pediatric services, including well-child care, you can do so without a referral. Blue Cross Complete may re-assign that pediatrician to be your child's PCP.

- A-1.05 Pediatric and adult immunizations in accordance with accepted medical practice.
- A-1.06 Surgery during inpatient hospital admission or ambulatory surgery as provided or arranged for by the primary care physician or specialist.
- A-1.07 Hospital visits as part of the continued supervision of covered care.
- A-1.08 Physician or health professional services including those of anesthesiologists, pathologists, radiologists, and other medical specialists as may be required.
- A-1.09 Services for diagnostic evaluation and assessment of infertility are covered, but limited to techniques and procedures approved by Blue Cross Complete. In-vitro fertilization, artificial insemination, intrauterine insemination, reversal of voluntary sterilization, and treatment for infertility are excluded.
- A-1.10 Family planning services, birth control and associated physical exams are covered. A family planning doctor or pharmacy can provide condoms to members. Members may self-refer to clinics for these services.
- A-1.11 Adult sterilization procedures when performed by a Blue Cross Complete participating provider. Primary care physician referral is required. Sterilization reversals are excluded.
- A-1.12 Abortion is covered if it will save the mother's life. Elective abortions are covered if the pregnancy is from a rape or incest. Such elective abortions need a referral by the PCP. Treatment for unexpected issues after an elective abortion is covered. Treatment for spontaneous, incomplete or threatened abortions and ectopic pregnancies is also covered.
- A-1.13 Physician services for care before and after the birth are covered. Members may self-refer to a Blue Cross Complete obstetrical or OB-GYN doctor for routine care. These services include prenatal care for low-risk pregnancies. Travel restrictions may apply to coverage of deliveries at the discretion of the approved doctor.
- A-1.14 Pregnant members are covered for doula services from Medicaid-enrolled doulas. Doulas provide physical, emotional and educational support. Members can receive up to six total visits from a doula during the pregnancy and postpartum periods, and one visit for birth. Doula services should be provided in person. However, prenatal and postpartum services may be delivered via telehealth.
- A-1.15 Statement of Rights Under the Newborns' and Mothers' Health Protection Act  
 Under this law, insurers may not limit benefits for any hospital stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. Services will be paid for a shorter stay if the provider lets the mother or newborn leave the hospital earlier. Under the law, health insurance companies may not make the later cost of a stay more expensive than the early part of a stay.

In addition, health insurance companies may not require a physician or health care provider to get authorization for prescribing a hospital stay of up to 48 hours (or 96 hours). To use select clinicians or facilities, or to reduce costs, you may be asked to get authorization ahead of time. For information, contact Blue Cross Complete.



#### A-1.16 RECONSTRUCTIVE SURGERY/PROCEDURES

Reconstructive surgery is performed on the body in order to improve/restore bodily function or correct deformities resulting from disease, trauma, congenital or developmental anomalies or previous therapeutic processes. Any such procedures must be recommended by the Member's primary care physician and prior authorized by Blue Cross Complete in order to be covered benefits, except as otherwise stated in this Certificate.

Blue Cross Complete provides coverage for established, medical necessary diagnostic, outpatient treatment and rehabilitative services to diagnose and treat breast cancer, as well as the below listed services following a medically necessary mastectomy:

- Reconstruction of the breast;
- Surgery on the other breast to achieve the appearance of symmetry;
- Prostheses; and
- Treatment of physical complications during any stage of the mastectomy, including lymphedemas.

### A-2. Preventive services

A-2.01 Routine services such as screenings, vaccinations and well-visits, including:

- Doctor and specialist visits, including chiropractors, podiatrists and nurse practitioners
- Regular or annual well visits
- Vaccines
- Lab work, X-rays and other imaging services
- Allergy testing, treatment and injections
- Family planning, including birth control
- HIV/AIDS testing and treatment of sexually transmitted diseases
- Services from Federally Qualified Health Centers
- Health education programs, including disease management and tobacco cessation
- Nutritional counseling for members who are part of the Maternal Infant Health Program, or when provided in a hospital setting
- Medically necessary weight reduction services, including bariatric surgery
- Emergency and urgent care services
- Rehabilitative therapy, including cardiac rehab, physical, speech and occupational therapies

### A-3 Hospital services

Inpatient hospital services and ambulatory surgery are covered services when:

- Admission is ordered by the primary care physician and authorized by Blue Cross Complete; and
- Admission occurs on or after the effective date of this Certificate.

A-3.01 Room and board in a semi-private room.

A-3.02 Private room accommodations only when deemed medically necessary by the Member's attending physician.

A-3.03 All covered services deemed medically necessary by the attending physician.

A-3.04 Delivery and postpartum care.

A-3.05 Use of special care units, including specialized intensive and coronary care units, when deemed medically necessary; and operating or other surgical treatment rooms.



- A-3.06 Anesthesia, laboratory, and pathology services.
- A-3.07 Chemotherapy, antineoplastic drug therapy as required by Michigan law, and hemodialysis.
- A-3.08 Diagnostic tests performed in the hospital in conjunction with the Member's ambulatory surgery or admission to the hospital.
- A-3.09 Oxygen and gas therapy, drugs and biological solutions, medical and surgical supplies and equipment, and radioisotopes while in the hospital.
- A-3.10 Special diets; radiation therapy, physiotherapy, respiratory therapy, physical, occupational, speech therapy, and other forms of professional therapies while in the hospital.
- A-3.11 Whole blood and blood products, including their administration. Fees incurred for voluntary blood giving in autologous transfusion programs are covered.
- A-3.12 In-hospital professional care covered services of health professionals, including any medical specialist whose services are covered and deemed medically necessary and ordered by the Member's primary care physician and/or attending physician.

#### **A-4. Emergency services and related services**

- A-4.01 Definition: Medically necessary services provided to an enrollee for sudden, acute medical symptoms and severe pain that without care could result in:
  - Serious harm to the enrollee's health, or in the case of a pregnant woman, her health or her unborn child's health,
  - Serious harm to body function, organ, or parts.Further, emergency services means covered inpatient and outpatient services that are as follows:
  - Furnished by a provider that is qualified to furnish these services under this title.
  - Needed to evaluate or stabilize an emergency medical condition.Poststabilization care is covered care that maintains or improves a medical condition after a Member has been stabilized.

Examples of emergency conditions might include but are not necessarily limited to: unusual chest pain or problem breathing; puncture wound or nonstop bleeding; suspected fracture or broken bone; severe bites, burns or blows to the head; and sudden loss of strength or sensation in arms or legs.

Referrals or prior authorization are not required for emergency care. Members may go to any emergency facility.
- A-4.02 Procedure: If the Member considers his or her condition to be so serious or life threatening that delay in seeking treatment might cause death, severe injury or serious impairment, the Member should call 911 or seek help from the nearest medical facility as soon as possible.

If they can, Members should contact their primary care physician for medical advice. A Member who can't reach his or her primary care physician may contact Blue Cross Complete for assistance at 1-800-228-8554 24 hours a day, seven days a week.

Members should contact their primary care physician within 24 hours after seeking emergency services (or as soon as they can) to arrange for follow-up medical care.

Follow-up care after an emergency is routine, scheduled care that must be coordinated with the Member's primary care physician.
- A-4.03 Ambulance/Emergency Transportation: When necessitated by a need for emergency services as defined above, appropriate ambulance transportation to the nearest hospital where emergency care and treatment or other necessary services can be provided is a covered benefit.
- A-4.04 Transportation: When medically necessary nonemergent transportation is provided to members to obtain covered services according to Blue Cross Complete guidelines for nonemergency medical treatment.

- A-4.05 Transfers: Ambulance transportation between hospitals when authorized by Blue Cross Complete shall be covered. When a Member receives medical care from a nonparticipating hospital or facility, Blue Cross Complete may require a Member to be transferred from the nonparticipating hospital or facility to a participating hospital when the Member's medical condition permits.



## **A-5. Diagnostic and therapeutic services and tests**

- A-5.01 Diagnostic and therapeutic laboratory, pathology and radiology services and other procedures for the diagnosis or treatment of disease, injury, or medical condition are covered when ordered by the Member's physician and/or arranged by Blue Cross Complete.
- Limited psychological testing shall be covered under this section for purposes of assessing developmental status and/or as an outcome measure related to rehabilitation.
- A-5.02 Certain genetic assessment services are covered but limited to techniques and procedures approved by Blue Cross Complete.
- A-5.03 Allergy tests, treatment, and injections are covered.

## **A-6. Home health services**

- A-6.01 Home health services are provided to Members who are homebound due to an illness or injury. Services must be provided or arranged by the Member's doctor or designee. Prior approval is needed. Services must be provided by a Blue Cross Complete contracted provider. Treatment must be intermittent.
- Covered home health care includes professional nursing services and skilled care. Home health aides are also covered. Personal care or home help services are not covered. Drugs and biological solutions, surgical dressings and medical supplies that are considered medically necessary for the proper care and treatment of the Member's condition are covered.

## **A-7. Equipment to support home care**

- A-7.01 Equipment for home care may be covered when medically necessary. This includes hospital equipment, monitors, and other items used in the home to avoid hospital care and that needs daily oversight from a professional or technician. Equipment must come from an approved provider and ordered by the Member's doctor or designee. Equipment must come from an approved provider, be ordered by the Member's PCP or his designee, and be approved by Blue Cross Complete.

## **A-8. Physical, occupational, and speech services**

- A-8.01 Physical, occupational and speech therapy in an outpatient facility is paid up to 36 times in a 90-day period. Outpatient physical and occupational therapy in the home are paid up to 24 visits in 90-days. All services must be requested by a Blue Cross Complete doctor and approved by Blue Cross Complete.

## **A-9. Cardiac rehabilitation services**

- A-9.01 Short-term cardiac rehabilitation therapy, when ordered by the primary care physician or his or her designee, authorized by the Blue Cross Complete Medical Director and provided by a participating provider, is a benefit under this Certificate.

## **A-10. Skilled nursing facility**

- A-10.01 Short-term restorative services up to 45 days in a 12-month rolling period from first admission of skilled care provided in a nursing home are covered benefits if medically necessary and arranged and approved by Blue Cross Complete. Long-term custodial care is not covered. Those receiving long-term custodial care, as determined by MDHHS, will be disenrolled.

Skilled nursing home visits by doctors as part of continued care are covered. The Member must require skilled care on a daily basis and the services must be provided in a skilled nursing facility. Custodial care is not covered.

Ambulance transportation between a skilled nursing facility and hospital when approved by Blue Cross Complete is covered.



## **A-11. Hospice**

- A-11.01 Hospice services are covered when requested by the Member and arranged and approved by Blue Cross Complete. Room and board is included when provided in a nursing home or hospital. Members who have elected the hospice benefit will not be disenrolled after 45 days in a nursing home as otherwise permitted by MDHHS.
- A-11.02 Members under 21 years of age may receive hospice care concurrently with curative treatment of the Member's terminal illness. This allows the Member or Member's representative to elect the hospice benefit without forgoing any curative service to which the Member is entitled under Blue Cross Complete for treatment of the terminal condition. The need for hospice care must be certified by a physician and the hospice medical director. Blue Cross Complete will reimburse for the curative care separately from the hospice services. Blue Cross Complete will not reimburse for these types of treatments when they are used palliatively. As such they are the responsibility of the hospice and must be included in the per diem cost.

## **A-12. Hearing examination and hearing aids**

- A-12.01 Hearing examinations to determine whether a hearing problem exists are a covered benefit for members. Services provided under this section are covered when medically necessary and in accordance with Medicaid requirements. Services must be ordered by the Member's primary care physician and provided by a participating audiologist.
- A-12.02 Hearing aids are covered for members. When a hearing aid is recommended following a hearing examination conducted while a Member of Blue Cross Complete, the following is covered for each Member once each fifth benefit year:
- Hearing aid examination to evaluate the Member for the specific type or brand of hearing aid needed;
  - One single hearing aid unit (or one per ear if medically necessary) including earphone (receiver or oscillator), ear mold, necessary cords, tubing, and connections. The hearing aid unit must be a conventional amplification device. It must also be an in-the-ear, behind-the-ear or on-the-body type, and identified as basic to the Member's amplification requirements;
  - Fitting of the hearing aid including one follow-up visit to evaluate the performance of the hearing aid and determine its conformance to prescription; and
  - For all members, batteries, maintenance, and repair for hearing aids are covered.
- A-12.03 Payment: The amount that would be paid by Blue Cross Complete for a conventional hearing aid unit may be applied toward an upgraded aid, if desired by the Member.

## **A-13. Durable medical equipment, prosthetics and orthotics**

- A-13.01 Services provided under this section are covered when medically necessary and in accordance with Medicaid requirements. Equipment or devices under this section must:
- Meet established Blue Cross Complete medical necessity screening criteria, and be appropriate for use in the home,
  - Be ordered by a Blue Cross Complete-contracted physician,
  - Be authorized by Blue Cross Complete, and
  - Be obtained through a Blue Cross Complete-contracted DME provider.



A-13.02 Prosthetic devices which aid body functioning or replace a limb or body part and their fitting are covered benefits. Replacement prostheses needed because of growth or normal wear are also covered. Wigs, prosthetic hair, or hair transplants are not covered benefits. Orthotic devices used to correct a defect of body form or function are covered. Orthotics used for stabilization due to medical reasons having the potential to functionally benefit members are covered benefits. Over-the-counter or custom-fitted braces are not covered benefits.

Prosthetic and orthotic equipment or devices under these sections must:

- Meet established Blue Cross Complete medical necessity screening criteria,
- Be ordered by a Blue Cross Complete contracted physician,
- Be authorized by Blue Cross Complete, and
- Be obtained through a Blue Cross Complete contracted P&O provider.

A-13.03 Blue Cross Complete reserves the right to require use of the least costly medically effective durable medical equipment and prosthetic or orthotic devices.

## **A-14. Disposable medical items and other medical supplies**

A-14.01 Items in this section are covered when medically necessary and follow Medicaid rules. Disposable items that are included are urological and ostomy supplies, peak flow meters, alcohol wipes, Betadine, and diabetic supplies. Supplies used in home health care are also covered when ordered by a contracted doctor, approved by Blue Cross Complete and obtained by a Blue Cross Complete contracted provider.

A-14.02 The diabetic management supplies listed below are covered when medically necessary and in accordance with Medicaid requirements.

- Insulin needles and syringes.
- Lancets, test strips, and control solutions.
- Urine strips when medically indicated.
- Blood glucose monitors and batteries.
- External insulin pumps and insulin pump supplies for diabetic patients who on the basis of blood tests are determined not producing insulin themselves.

## **A-15. Special provisions applicable to organ and tissue transplants**

A-15.01 Services provided under this section are covered when medically necessary and in accordance with Medicaid requirements. Organ and tissue transplants which are not considered to be experimental as defined in this Certificate and performed at a Blue Cross Complete contracted facility will be considered on a case-by-case basis when:

- Blue Cross Complete medical necessity screening criteria are met,
- Recommended by a transplant committee at a Blue Cross Complete contracted provider, and
- Approved by Blue Cross Complete's Medical Director.

These types of transplants include: kidney transplants, small bowel transplants, heart transplants, heart-lung transplants, lung transplants, pancreas transplants, cornea transplants, liver transplants, and bone marrow transplants. Organ and tissue transplant procedures, which are considered experimental by Blue Cross Complete, are excluded.

Blue Cross Complete will pay for the hospital, surgical, lab, and X-ray services incurred by a nonmember donor for an approved transplant to a member unless the donor has insurance for such expenses. Blue Cross Complete will not pay donor costs for a nonmember recipient.

## **A-16. Health services by nonplan providers**

A-16.01 Health services rendered by non-plan providers must be requested in writing in advance by the Member's primary care physician and authorized in writing in advance by the Blue Cross Complete Medical Director, except as otherwise stated in this Certificate.



## A-17. Mental health and substance use disorder services



A-17.01 Outpatient treatment for mild to moderate health conditions is covered when medically necessary and within the scope of this Certificate. This benefit does not support long-term psychotherapy treatment.

Members may call Blue Cross Complete Customer Service for help locating a provider.

## A-18. Oral surgical services

A-18.01 The Member is covered for the following oral surgical services:

- Emergency surgery of the jaw or maxillofacial area due to trauma, accident or injury;
- Diagnosis and treatment of cysts, and benign and malignant tumors of the maxilla, mandible and adjacent structures;
- Hospital and medical expenses for extractions, which must be performed in a hospital as a result of an underlying critical medical condition; and
- Medically necessary medical or surgical management of internal derangements of the jaw as determined by the contracted physician and authorized by Blue Cross Complete.

## A-19. Oral health screening and fluoride varnish

A-19.01 As part of the well-child visit (EPSDT), the member is covered for an oral health screen at age 12 months and will be referred to a dentist if dental care is needed.

Fluoride varnish treatments for children up to age 21 are covered. Fluoride may be applied to teeth up to two times a year.

## A-20. Chiropractic services

A-20.01 When considered medically necessary and provided by a contracted provider, chiropractic coverage is limited to:

- Manual spinal manipulation and
- Radiological (X-ray) services provided by a chiropractor, limited to no more than one set of X-rays of the spine per year.
- For members under age 18, authorization is required.

## A-21. Vision

A-21.01 Routine eye examinations by a Blue Cross Complete-affiliated vision care provider to determine the need for vision correction are covered. One exam is covered every two years.

A-21.02 One pair of clear corrective lenses of any focal type, and eyeglass frames are covered at Blue Cross Complete affiliated vision providers every two years. Sunglasses are not covered.

A-21.03 Replacements for eyeglasses that are lost, broken, or stolen are covered twice per year for members under age 21, and once per year for members age 21 and over.

A-21.04 Contact lenses are covered if the member has a vision problem that cannot be adequately corrected by eyeglasses.

## A-22. Podiatry services

A-22.01 Podiatry services that are medically necessary.

## A-23. Dental services

A-23.01 Preventive, diagnostic and restorative dental services are a covered benefit for Medicaid members 21 years and older and for all Healthy Michigan Plan members. Members under 21 receive dental services under the Healthy Kids Dental program administered by the Michigan Department of Health and Human Services.



- A-23.02 Routine exams and cleanings every six months
- A-23.03 Four bitewing X-rays every year
- A-23.04 Full-mouth X-rays once every five years
- A-23.05 One filling per tooth every two years
- A-23.06 Emergency exams, no more than twice a month
- A-23.07 Sealants, once every three years
- A-23.08 Topical fluoride up to age 21, twice a year
- A-23.09 Fluoride varnish up to age 21, twice a year
- A-23.10 Crowns, once every five years on the same tooth
- A-23.11 Root canal therapy
- A-23.12 Retreatment of previous root canal, once per tooth per lifetime
- A-23.13 Periodontal evaluation, once every 12 months
- A-23.14 Periodontal maintenance, once every six months
- A-23.15 Complete and partial dentures, once every five years per arch
- A-23.16 Periodontal services, including scaling and root planing, require the dentist to submit a prior authorization request to Blue Cross Complete. Blue Cross Complete will send written notice to the dentist and to the member if the requested treatment is denied.

## **A-24. Prescription drugs and medicine**

- A-24.01 Medications that are covered when ordered by a Blue Cross Complete contracted physician are listed in the Blue Cross Complete Preferred Drug List.
- A-24.02 Medications covered when obtained at a Blue Cross Complete contracted pharmacy.
- A-24.03 Injectable insulin, insulin syringes and needles, contraceptive medications, diaphragms and IUDs are covered Blue Cross Complete benefits.
- A-24.04 Certain over-the-counter medicines are covered with a prescription.
- A-24.05 All prescriptions are limited to a 34-day supply.
- A-24.06 Generic substitution is required when an equivalent generic drug is available and appropriate. Prior authorization is required for coverage of brand products where a generic equivalent is available.
- A-24.07 Prior authorization, quantity limits or other restrictions may be required for some medications for coverage.
- A-24.08 Off-label prescriptions of drugs approved by the United States Food and Drug Administration are covered, as well as supplies medically necessary to administer the drug.

## **A-25. Gender affirmation services**

- A-25.01 Blue Cross Complete covers medically necessary gender affirmation/confirming medical, surgical and pharmacologic treatments and procedures for beneficiaries clinically diagnosed with gender dysphoria. For coverage of gender affirmation surgical procedures, the medical necessity determination must include a mental health evaluation.

## **A-26. Telemedicine services**

- A-26.01 Telemedicine services, also called telehealth services, can satisfy the requirement for face-to-face contact between a patient and health care provider for services that can be appropriately provided via a phone or video call.

## A-27. Children's Special Health Care Services



- A-27.01 Children up to age 26 with a serious, chronic medical condition, and members with sickle cell, hemophilia or cystic fibrosis, regardless of age, may be eligible for extra support through the Children's Special Health Care Services program. This is in addition to the medical care they receive from Blue Cross Complete and does not change their Blue Cross Complete benefits, service or doctors.

## Part 2: Schedule of limitations and exclusions

Services received by a Member that are not approved by their doctor or approved by Blue Cross Complete, and/or not provided by participating providers or facilities, are not covered benefits. (Certain exceptions apply; e.g., Emergency Services, Section A-3.) All nonmedically necessary expenses tied to excluded services and benefits are not covered.

Even if the Member's doctor recommends these services, Blue Cross Complete excludes services, technology, or drugs which are experimental or being used for experimental purposes, including those approved by the FDA for testing or study on humans. Any service, technology, or drug may not be covered by Blue Cross Complete if it is not recognized as safe and effective for its intended use. Antineoplastic drug therapy is a covered benefit in accordance with Michigan law. For more information, call Customer Service.

## A-28. Limited and excluded services

### A-28.01 DENTAL SERVICE

Except as indicated in A-23, and services rendered as part of EPSDT, dental service is excluded. Healthy Kids Dental services for members under age 21 are administered by the Michigan Department of Health and Human Services.

### A-28.02 SERVICES NOT MEDICALLY NECESSARY

Determination of medical necessity will be a judgment of the Blue Cross Complete Medical Director consistent with the Medicaid program requirements. Except as expressly provided herein, services which are not medically necessary are not covered under this Certificate.

### A-28.03 SERVICES REQUIRED BY OTHERS

Except as provided in Section A-1, office visits, examinations, treatment, drug testing, employment-related examinations, and other services that are required by third parties to document health status or for other required purposes are not benefits.

### A-28.04 ELECTIVE COSMETIC SURGERY/PROCEDURES

Cosmetic surgery to change the way you look is not covered. If it's done at the same time as surgery for a medical issue, it's not covered unless Blue Cross Complete determines that it's medically necessary. Hair transplants are not covered.

### A-28.05 CUSTODIAL OR DOMICILIARY CARE

Custodial or domiciliary care is excluded.

### A-28.06 PRIVATE DUTY NURSING SERVICES

Private duty nursing services are excluded.

### A-28.07 NONMEDICAL SERVICES

Nonmedical services such as on-site vocational rehabilitation and training or work evaluations, home or worksite environmental evaluations, or related employee counseling are excluded.

### A-28.08 EXPERIMENTAL/INVESTIGATIONAL DRUGS, PROCEDURES OR EQUIPMENT

All experimental/investigational drugs, procedures or treatment are excluded.



#### A-28.09 OTHER NONSTANDARD MEDICAL PROCEDURES

Procedures and treatments which are not considered standard practice by Blue Cross Complete or which are primarily educational in nature are not covered, e.g., biofeedback, acupuncture, hypnosis, PMS, dyslexia, caregiver training programs; extended behavior modification programs for chronic mental illness; exercise programs, etc.

#### A-28.10 PERSONAL AND CONVENIENCE ITEMS

Personal and convenience items are excluded.

#### A-28.11 OTHER COVERAGES

Treatment is excluded for any injury or sickness on which and to the extent any benefit settlements, benefit payments, awards, or damages are received or payable under Worker's Compensation, any insurance plan, or state or federal legislation, Community Mental Health Agencies or other third party payer.

#### A-28.12 MENTAL HEALTH

Treatment for chronic mental health is excluded except for an acute episode. Long-term psychotherapy is not a benefit. Partial hospitalization in a care program is not covered. Inpatient psychiatric care is not covered. Court ordered examinations to determine competence and the costs of expert witness testimony as to the mental condition of a Member are excluded.

#### A-28.13 SUBSTANCE ABUSE SERVICES

Substance abuse care is not covered. Substance abuse services are available to Members through their local substance abuse agencies. If you need assistance, please contact Customer Service.

#### A-28.14 REPRODUCTIVE SERVICES

Reversal of voluntary sterilization, including tubal reanastomosis, is not a benefit. Services for treatment of infertility are not covered.

Assisted Reproductive Technologies (ART) including, but not limited to: artificial insemination, intrauterine insemination, in vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), donor egg/donor sperm programs, cryology, micromanipulation, and any related diagnostic and therapeutic services unique to these technologies are excluded from coverage.

#### A-28.15 AUTOMOBILE ACCIDENTS

Benefits are not provided for services for treatment of any automobile related injury for which the Member's health care expenses are covered under an automobile insurance policy (see Section 11).

#### A-28.16 WEIGHT REDUCTION

Programs for weight loss and weight control are not covered. There is some coverage when life-endangering problems caused by weight exist. If conservative weight control options have failed, other options may be approved. Your doctor must get prior approval from Blue Cross Complete.

#### A-28.17 FORMS

Physician and professional staff time required for the completion of forms unrelated to medical care provided is excluded.

#### A-28.18 CHARGES FOR MISSED OR NO-SHOW APPOINTMENTS

Fees imposed by a health care facility for a missed or no-show appointment are not covered by Blue Cross Complete and are the financial responsibility of the patient.

#### A-28.19 ROUTINE FOOT CARE

Podiatry services that are not medically necessary.



#### A-28.20 VISION SERVICES

Not covered except as indicated in A-20.

#### A-28.21 SPECIAL FOOD AND NUTRITIONAL SUPPLEMENTS

Food and food supplements are not covered, except for enteral feedings when they are the sole means of nutrition or when used as part of the Maternal Infant Health Program (MIHP).

#### A-28.22 DURABLE MEDICAL EQUIPMENT, PROSTHETICS, AND ORTHOTICS

Excluded from coverage are: replacement and/or repair of any covered item due to misuse, loss or abuse; experimental items; comfort and convenience items such as, but not limited to, over-bed tables, electric heat pads, exercise equipment, adjusta-beds, air conditioners or purifiers, whirlpools, and elevators. Also excluded under this section are any durable medical equipment, prosthetics and orthotics excluded from coverage by MDHHS.

#### A-28.23 SECOND OPINIONS

Members may get a second opinion about treatment a Blue Cross Complete doctor thinks the member should get. Members may seek prior authorization for a second opinion with an out-of-network or out-of-state provider. A second opinion with an in-network provider often doesn't require prior authorization. Members interested in seeking a second opinion can call Customer Service for assistance.

#### A-28.24 PHYSICAL EXAMINATIONS REQUIRED FOR SCHOOL, CAMP, OR MARRIAGE LICENSE APPLICATIONS

Physical examinations for school, for camp registration, or in connection with a marriage license application are excluded.

#### A-28.25 ELECTIVE ABORTIONS

Elective abortions are not covered unless the pregnancy is the result of rape or incest, and requires referral by the primary care physician. Treatment for medical complications occurring as a result of an elective abortion is covered.

#### A-28.26 SELECT PRESCRIPTION DRUGS

Blue Cross Complete does not provide coverage for certain types of medications and medical supplies. The following drugs are not provided through Blue Cross Complete unless otherwise specified by the formulary:

- Drugs that require prior authorization, but are not prior authorized by Blue Cross Complete before the drug is dispensed
- Drugs used to promote smoking cessation that are not on the Michigan Pharmaceutical Product List (MPPL)
- Vitamins and mineral combinations unless prescribed for end stage renal disease, pediatric fluoride supplementation, prenatal care or children enrolled in Children's Special Healthcare Services
- Drugs used for the symptomatic relief of cough and colds
- Cosmetic drugs or drugs used for cosmetic purposes
- Drugs used for infertility
- Drugs used for sexual dysfunction
- Drugs used for the treatment of substance abuse
- Drugs used for anorexia or weight loss (unless authorized)
- Food supplements and standard infant formulas
- Drugs that are not approved by the FDA
- Drugs used for experimental or investigational purposes
- Drugs prescribed specifically for medical studies
- Prescriptions filled after you are no longer a Blue Cross Complete member
- Prescriptions that provide more than a 34-day supply beyond your termination date, except for oral contraceptives



- Drugs included as a health care medical benefit, such as vaccines and other injectable drugs that are normally administered in a physician's office
- Drugs covered by another plan, including Medicare Part D
- New drugs not yet added to the formulary
- Drugs recalled by the labelers, and drugs discontinued past one year ago
- Drugs acquired without cost to the providers or included in the cost of other services or supplies
- Drugs used for HIV (coverage is provided by the state of Michigan)
- Drugs used for certain types of mental illness (coverage is provided by the state of Michigan)
- Compounded products that contain bulk powders (unless authorized)
- Prescriptions that have been adulterated or are fraudulent

Some drugs provided by the state of Michigan are not covered by Blue Cross Complete. Members may refer to [michigan.fhsc.com](http://michigan.fhsc.com) for more information about these drugs.

- Drugs used for HIV infection
- Drugs used for seizure disorders
- Drugs used for sleep disorders
- Drugs used for mental health

#### A-28.27 LAW ENFORCEMENT CUSTODY

Care rendered while the Member is in the custody of law enforcement officials, except for off-site inpatient hospitalization consistent with MDHHS policy, are excluded.

#### A-28.28 ILLEGAL SERVICES

Services that are illegal are excluded.

#### A-28.29 COURT RELATED SERVICES

Pretrial or court testimony and the preparation of court related reports are excluded.





## Nondiscrimination Notice and Language Services

### Discrimination is against the law

Blue Cross Complete of Michigan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. Blue Cross Complete of Michigan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

Blue Cross Complete of Michigan:

- Provides free (no cost) aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Information in other formats (large print, audio, accessible electronic formats)
- Provides free (no cost) language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Blue Cross Complete of Michigan Customer Service, 24 hours a day, 7 days a week at **1-800-228-8554** (TDD/TTY: **1-888-987-5832**).

If you believe that Blue Cross Complete of Michigan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with:

- **Blue Cross Complete of Michigan Member Grievances**

P.O. Box 41789

North Charleston, SC 29423

**1-800-228-8554**

**(TDD/TTY: 1-888-987-5832)**

- If you need help filing a grievance, Blue Cross Complete of Michigan Customer Service 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, through the Office for Civil Rights Complaint Portal available at

**[ocrportal.hhs.gov/ocr/portal/lobby.jsf](https://ocrportal.hhs.gov/ocr/portal/lobby.jsf)**,  
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

**1-800-368-1019**

**(TDD/TTY: 1-800-537-7697)**

Complaint forms are available at:

**[hhs.gov/ocr/office/file/index.html](https://hhs.gov/ocr/office/file/index.html)**.

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