

HMSA's  
**Health Plan  
Hawaii Plus**  
Health Maintenance Organization  
(HMO)

**Guide to Benefits**

January 2010



**HMSA**



Blue Cross  
Blue Shield  
of Hawaii

An Independent Licensee of the Blue Cross  
and Blue Shield Association

*Working for a Healthier Hawaii*





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CHAPTER  
1

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About this Guide to Benefits

Your HMO Program

Your coverage provides you with medical benefits for treatment of an illness or injury, prevention of illness and injury, and promotion of good health. The Health Plan Hawaii Member Handbook provides further information about this plan including Member’s Rights and Responsibilities, Care Connection programs and preventive health services. In the event the Handbook differs from this Guide to Benefits, the Guide takes precedence. You can get a copy of the Handbook by calling your nearest Customer Service office listed in *Chapter 1: Important Information* or visit our web site at [www.hmsa.com](http://www.hmsa.com).

HMSA’s Pharmacy and Therapeutics Advisory Committee, composed of practicing physicians and pharmacists from the community, meet quarterly to assess drugs, including new drugs, for inclusion in HMSA’s plans. Drugs that meet the Committee’s standards for safety, efficacy, ease of use, and value are included in various plan formularies. For more information on coverage under this plan, see *Chapter 4: Description of Benefits* and *Chapter 6: Services Not Covered*.

Terminology

The terms *You* and *Your* mean you and your dependents eligible for this coverage. *We*, *Us*, and *Our* refer to HMSA.

The term *Health Plan Hawaii (HPH)* means the HMSA plan that provides or arranges for benefits specified in this Guide to Benefits.

The term *Provider* means a physician or other practitioner recognized by us who provides you with health care services. Your provider may also be the place where you get services, such as a hospital or skilled nursing facility. Also, your provider may be a supplier of health care products, such as a home or durable medical equipment supplier.

The term *Health Center* means a specified group of providers in the Health Plan Hawaii network that you designate as your primary center of care. Your designated health center is made up of your PCP and other providers.

## Chapter 1: Important Information

The term *Network* means all providers represented in all health centers that have contracted with HMSA to care for Health Plan Hawaii members.

The term *Personal Care Provider (PCP)* means the provider you choose within your health center to act as your personal health care manager.

### Definitions

Throughout this guide, terms appear in ***Bold Italics*** the first time they are defined. Terms are also defined in *Chapter 11: Glossary*.

### Questions

If you have any questions, please contact Customer Service at any of the locations listed below. More details about plan benefits will be provided free of charge.

- Honolulu, 818 Keeaumoku Street, 96814  
Telephone: 948-6372
- Hilo, Hawaii, 670 Ponahawai Street, Suite 121, 96720  
Telephone: 935-5441
- Kailua-Kona, Hawaii, 75-1029 Henry Street, Suite 301, 96740  
Telephone: 329-5291
- Lihue, Kauai, 4366 Kukui Grove Street, Suite 103, 96766  
Telephone: 245-3393
- Kahului, Maui, 33 Lono Avenue, Suite 350, 96732  
Telephone: 871-6295
- Molokai & Lanai:  
Telephone: (800) 639-4672
- Telephone Display Device (TDD): (808) 948-6222

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## Accessing Care

### Your Member Card

You must present your member card whenever you get services. It identifies you as a Health Plan Hawaii member. If you misplace or lose your card, call Customer Service so that a new card can be sent to you. Our phone numbers are listed in *Chapter 1: Important Information*.

**Please note:** For prescription drugs benefits covered under your medical plan, you must present your member card at network pharmacies. If you do not present your card or if you use a non-network pharmacy, both of the following statements are true:

- You must pay in full at the time you fill the prescription.
- You are responsible for any difference between the eligible charge and the actual charge.

### Your PCP

Benefits are available only for care you receive from or arranged by your PCP except for care for emergency services, annual vision exams, annual gynecological exams, annual HealthPass visit, Online Care and mental health and substance abuse services. For more information on these services see *Chapter 4: Description of Benefits*.

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## Health Center and PCP

### Health Center

Your health center is the group of providers from which all of your services are received. Your health center may be an actual clinic of providers or a group of providers who practice at various locations. Your health center is very important for two reasons:

- You must choose a PCP from within your designated health center; and
- If your condition requires the skills of a specialist, your PCP will arrange for you to get care from a specialty provider within the health center.

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## PCP

Your PCP will act as your health manager. He or she will do all of the following:

- Advise you on personal health issues.
- Diagnose and treat medical problems.
- Coordinate and monitor any care you may require from appropriate specialists.
- Keep your medical records up-to-date.

Your PCP is the first point of contact whenever you require medical assistance. Maintaining an ongoing relationship with your PCP will help ensure that you are receiving optimal care.

Please check with your PCP for specific information about the requirements for receiving services at your health center.

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## Your Health Team

### Choosing Your Health Team

Your health care team is made up of you and both of the following:

- Your designated health center
- Your designated PCP

To address individual health care needs, you and each covered dependent may choose his or her own PCP and health center within the Health Plan Hawaii Network.

When choosing a PCP and health center, you should consider the following information:

- Do you already have a Provider that you want to remain with? Read through the *Health Plan Hawaii Directory of Health Centers and Providers* to determine whether your current Provider is available as a PCP.
- Decide what type of personal care Provider specialty fits your needs (family practice, general practice, OB/GYN, internal medicine or pediatrics).
- Select a health center that fits your needs (health centers are in different locations and may offer different providers and specialties).
- Consider your personal preferences (a male or female Provider, cultural issues and languages spoken).
- Call the Provider's office for more information (what are the office hours, what hospital can the Provider practice at, what is their experience with certain diseases).
- Select a personal care Provider (the personal care Provider that you choose must be in your selected health center).

The Directory of Health Centers and Providers lists the names of each health center and the PCPs and other providers that belong to that health center. Copies of the directory are available by contacting Customer Service. Our phone numbers are listed in *Chapter 1: Important Information*.

Certain hospitals may leave HMSA's network of Providers but will remain available to you as if they were network Providers through the current term of your employer's agreement with HMSA. During this time you will continue to pay network hospital copayments and enjoy other in-network benefits even if the hospital leaves the network as to some or all HMSA plans. Network benefits will be available to you through the most current term of your employer's agreement with HMSA but no longer than 12 months from the time the hospital leaves the network.

**Please note:** To provide you with the best care possible, the total number of patients a PCP can care for is limited. If the PCP you select cannot accept new patients without adversely affecting the availability or quality of services provided, you will need to select someone else.

## Chapter 1: Important Information

### Changing Your Health Team

Your personal care Provider is responsible for providing and arranging all your medical care. Having a continuous relationship with your personal care Provider allows you the best possible care. If you need to change your personal care Provider, please call your nearest Customer Service office listed in *Chapter 1: Important Information*, visit our website at [www.hmsa.com](http://www.hmsa.com), or write Customer Service at:

Customer Service Department  
Health Plan Hawaii  
P.O. Box 860  
Honolulu, Hawaii 96808-0860

If the request is received between the 1<sup>st</sup> and the 5<sup>th</sup> of the month, you may choose either the first of the current month or the 1<sup>st</sup> of the following month as the effective date. If the requested change is between the 6<sup>th</sup> – 31<sup>st</sup>, the earliest effective date is the first of the following month. You will get a new member card indicating the name of your new personal care Provider.

HMSA will review your request to change to a different health center on a case-by-case basis. We may postpone your request if:

- You are an inpatient in a hospital, a skilled nursing facility or other medical institution at the time of your request;
- The change could have an adverse affect on the quality of your healthcare;
- You are an organ transplant candidate; or
- You have an unstable, acute medical condition for which you are receiving active medical care.

### When We Must Assign a New PCP

If your personal care Provider's agreement with HMSA ends, we will notify you of the need to select a new personal care Provider from your health center. If you do not make a selection, you will be assigned a new personal care Provider. Your access to care will not be interrupted during the transition period.

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## Referrals

### The Referral Process

When your PCP determines that your condition requires the services of a specialist or facility, he or she will refer you to an appropriate specialty physician or facility.

The referral process is as follows:

- First, your PCP will look for a physician or facility within your designated health center to treat you.
- If a specialty physician or facility is not available within your health center, your PCP will refer you to a physician or facility within the Health Plan Hawaii network of providers.
- If a specialty physician or facility is not available within your Health Plan Hawaii network of providers, your PCP will refer you to an HMSA participating physician or facility.

When you go to a specialty physician's office or a facility, you should do both of the following:

- Present your member card.
- Inform the physician or nurse that you have been referred by your PCP.

In rare circumstances, your PCP may need to refer you to a non-participating or out-of-state physician or facility. This should happen only when a provider with the specialty designation and clinical expertise required to treat your condition is not available within the Health Plan Hawaii network or HMSA participating providers.



# Chapter 1: Important Information

Your PCP must submit an administrative review request to HMSA prior to services being rendered by a non-participating or out-of-state physician or facility. If your PCP does not get an approval before you get services, you are responsible for the cost of the medical services.

HMSA will respond to this request within a reasonable time appropriate to the medical circumstances of your case but not later than 15 days after receipt of the request. We may extend the time once for 15 days if we cannot respond to the request within the initial 15 days and it is due to circumstances beyond our control. If this happens, we will let your PCP know before the end of the initial 15 days why we are extending the time and the date we expect to render our decision. If we need more details, we will let your PCP know and provide him or her with at least 45 days to provide the information.

## Authorization of Services

Benefits are available only for care you receive from or arranged by your PCP except for care for emergency services, annual vision exams, annual gynecological exams, annual HealthPass visit, Online Care and mental health and substance abuse services. For more information on these services see *Chapter 4: Description of Benefits*.

If your PCP does not provide or arrange for your services, you are responsible for the cost of the medical services.

If the provider you are referred to asks you to return for more services, benefits are only available if both of the following are true:

- The provider you are referred to contacts your PCP; and
- Your PCP arranges for more services (that may include the submission of an administrative review to HMSA).

## Referral Limitations

Benefits for referred care are limited to those covered services described in this Guide to Benefits. Should your provider recommend or perform services that are not covered or do not meet payment determination criteria, you are responsible for all charges related to the service. See the section *Questions We Ask When You Receive Care* later in this chapter.

## Claim Filing and Copayments

Specialty physicians and facilities who provide care when you are referred by your PCP will forward all claims to us. We reserve the right to send benefit payments to you, to a provider, or if you have other coverage besides this plan, to the other carrier. You are responsible for your copayment. For a summary of your copayments, see Chapter 3: Summary of Benefits and Your Payment Obligations.

## Referrals to Another Island

If your PCP refers you to a specialist on another island you may be eligible for inter-island transportation. For more information, see the section *Miscellaneous Medical Treatments* in *Chapter 4: Description of Benefits*.

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## Care While You are Away from Home

### Away From Home Care

To meet your health care needs while you are away from home, your coverage offers benefits for short trips and long-term stays outside your plan service area through a program called Away from Home Care. This program is sponsored by the Blue Cross and Blue Shield Association.

Please note: The Away from Home Care program uses BlueCard providers. While the participation of providers in this program is extensive, some service areas do not have participating BlueCard providers. Away from Home Care benefits are not available in these service areas.

- *For services outside your plan service area*, benefits are available through the BlueCard program for conditions that require urgent care. You should follow these steps:

## Chapter 1: Important Information

- Carry your current member card for easy reference and access to service.
  - In an emergency, go directly to the nearest provider.
  - For urgent care, to find names and addresses of nearby providers, visit the BlueCard Doctor and Hospital Finder Web site ([www.BCBS.com](http://www.BCBS.com)) or call BlueCard Access at 1-800-810-BLUE (2583).
  - Call the provider to schedule an appointment.
  - When you arrive at the participating BlueCard provider, present your member card. You are responsible for paying the provider copayments for covered services. The provider will submit a claim for the services rendered.
  - Contact your PCP as soon as possible after receiving services so that he or she can update your file and assist/approve any added care you might require.
- *For trips to the Neighbor Islands, urgent care benefits are available by contacting the Customer Service office on the island you are visiting. Our phone numbers are listed in Chapter 1: Important Information. A customer service representative will arrange your appointment and advise you of your copayment responsibility. Benefits include one visit to a provider's office. Contact your PCP as soon as possible after receiving services so that he or she can update your file and provide or arrange any added care you might require.*
  - *For all out-of-state services, except urgent or emergent, you must contact your PCP to make appropriate arrangements for your care. Your PCP must submit an administrative review request to HMSA for an authorization prior to services being rendered. If authorization is not received prior to you receiving these services, you are responsible for the cost of the medical services.*
  - *If you will be living away from your plan service area for longer than 90 days, benefits are available through the **Guest Membership** program within the U.S. You will need to prearrange care in the new service area through us. We will advise you of the HMO host plans that are available to you.*
    - For members who are away from home, Guest Membership privileges are available for up to 180 days. If your absence from Hawaii exceeds 180 days, you may renew your Guest Membership privileges for up to an additional six months.
    - For dependents who are away from home, Guest Membership privileges must be renewed annually.

### Process for Establishing Guest Membership

**How to Enroll in the Guest Membership Program.** To enroll in the Guest Membership Program, call the HPH Away from Home Care Coordinator before you leave your plan service area. For a list of phone numbers by island, see *Chapter 1: Important Information*. The coordinator will research if a HMO host plan is available in the area you will be visiting.

- If a provider is available, you will need to fill out an enrollment form. Enrollment information can be taken by telephone or through the mail.
- Once the enrollment is completed, the HPH coordinator will forward the enrollment form to the Away from Home Care Coordinator in the service area you will be visiting.
- Once the HMO host plan processes your enrollment form, you will become a guest member of the HMO host plan while you are living in their service area. As a guest member, you are eligible for those benefits offered by the HMO host plan and must abide by the provisions of that plan. Your HPH plan benefits will not apply until you return to your HPH service area.

# Chapter 1: Important Information

- When you arrive at your destination, call the Away from Home Care Coordinator of the HMO host plan. The coordinator will provide you with a list of Providers (from which you can select a PCP) and a description of the host plan's benefits.

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## Questions We Ask When You Receive Care

### Is the Care Covered?

To receive benefits, the care you receive must be a covered treatment, service, or supply. See *Chapter 4: Description of Benefits* for a listing of covered treatment, services and supplies.

### Does the Care Meet Payment Determination Criteria?

All covered services you receive must meet all of the following payment determination criteria:

- For the purpose of treating a medical condition.
- The most appropriate delivery or level of service, considering potential benefits and harms to the patient.
- Known to be effective in improving health outcomes; provided that:
  - Effectiveness is determined first by scientific evidence;
  - If no scientific evidence exists, then by professional standards of care; and
  - If no professional standards of care exists or if they exist but are outdated or contradictory, then by expert opinion; and
- Cost-effective for the medical condition being treated compared to alternative health interventions, including no intervention. For purposes of this paragraph, cost-effective shall not necessarily mean the lowest price.

Services that are not known to be effective in improving health outcomes include, but are not limited to, services that are experimental or investigational.

Definitions of terms and more details regarding application of this Payment Determination Criteria are contained in the Patient's Bill of Rights and Responsibilities, Hawaii Revised Statutes § 432E-1.4. The current language of this statutory provision will be provided upon request. Requests should be submitted to HMSA's Customer Service Department.

The fact that a physician may prescribe, order, recommend, or approve a service or supply does not in itself mean that the service or supply meets payment determination criteria, even if it is listed as a covered service.

Except for BlueCard participating and BlueCard PPO providers, participating providers may not bill or collect charges for services or supplies that do not meet HMSA's Payment Determination Criteria unless a written acknowledgement of financial responsibility, specific to the service, is obtained from you or your legal representative prior to the time services are rendered.

Participating providers may, however, bill you for services or supplies that are excluded from coverage without getting a written acknowledgement of financial responsibility from you or your representative. See *Chapter 6: Services Not Covered*.

More than one procedure, service, or supply may be appropriate to diagnose and treat your condition. In that case, we reserve the right to approve the least costly appropriate treatment, service, or supply.

You may ask your physician to contact us to decide if the services you need meet our payment determination criteria or are excluded from coverage before you receive the care.

### Is the Care Consistent with HMSA's Medical Policies?

To be covered, the care you get must be consistent with HMSA's medical policies. These are policies drafted by HMSA Medical Directors, many of whom are practicing physicians, with community physicians and nationally recognized authorities. Each policy provides detailed coverage criteria for when a specific

## Chapter 1: Important Information

service, drug, or supply meets payment determination criteria. If you have questions about the policies or would like to get a copy of a policy related to your care, please call your nearest Customer Service office listed in *Chapter 1: Important Information*.

### Did You Receive Care from Your PCP?

Benefits are available only for care you receive from or arranged by your PCP except for care for emergency services, annual vision exams, annual gynecological exams, annual HealthPass visit, Online Care and mental health and substance abuse services. For more information on these services see *Chapter 4: Description of Benefits*.

### Is the Service or Supply Subject to a Benefit Maximum?

**Benefit Maximum** is the maximum benefit amount allowed for a covered service or supply. A coverage maximum may limit the dollar amount, the duration, or the number of visits. For information about benefit maximums, read *Chapter 2: Payment Information* and *Chapter 4: Description of Benefits*.

### Is the Service or Supply Subject to Precertification?

Certain services require our prior approval. For services subject to approval, read *Chapter 5: Precertification*.

### Did you Receive Care from a Provider Recognized by Us?

To determine if a provider is recognized by us, we look at many factors including licensure, professional history, and type of practice. All HPH network providers and some non-network providers are recognized. To find out if your Provider is a network provider, refer to your Directory of Health Centers and Providers. If you need a copy, call us and we will send one to you or visit [www.hmsa.com](http://www.hmsa.com). To find out if a non-network provider is recognized, call your nearest Customer Service office listed in *Chapter 1: Important Information*.

### Did a Recognized Provider Order the Care?

All covered treatment, services, and supplies must be ordered by a recognized provider.

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## What You Can Do to Maintain Good Health

### Practice Good Health Habits

Staying healthy is the best way to control your health care costs. Take care of yourself all year long. See your provider early. Don't let a minor health problem become a major one. Take advantage of your preventive care benefits.

### Routine and Preventive Services

Detecting conditions early is important. That's why HMSA is committed to providing you with benefits for routine and preventive health services. Many serious disorders can be prevented by healthier lifestyles, immunizations, and early detection and treatment. Routine and preventive care should always be performed by your PCP. **PCP** means the provider you choose within your health center to act as your personal health care manager.

### Be a Wise Consumer

You should make informed decisions about your health care. Be an active partner in your care. Talk with your provider and ask questions. Understand the treatment program and any risks, benefits, and options related to it.

Take time to read and understand your **Report to Member**. This report shows how we applied benefits. You will get this report in the mail. Make sure you are billed only for those services you received.

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## Interpreting this Guide

### Agreement

The Agreement between HMSA and you is made up of all of the following:

- This *Guide to Benefits*.
- Any riders and/or amendments.
- The enrollment form submitted to us.
- The agreement between HMSA and your employer or group sponsor.

## Chapter 1: Important Information

### Our Rights to Interpret this Document

We will interpret the provisions of the Agreement and will determine all questions that arise under it. We have the administrative discretion:

- To determine if you meet our written eligibility requirements;
- To determine the amount and type of benefits payable to you or your dependents according to the terms of this Agreement;
- To interpret the provisions of this Agreement as is necessary to determine benefits, including decisions on medical necessity.

Our determinations and interpretations, and our decisions on these matters are subject to *de novo* review by an impartial reviewer as provided in this Guide to Benefits or as allowed by law. If you do not agree with our interpretation or determination, you may appeal. See *Chapter 8: Dispute Resolution*.

No oral statement of any person shall modify or otherwise affect the benefits, limits and exclusions of this Guide to Benefits, convey or void any coverage, or increase or reduce any benefits under this Agreement.



**CHAPTER**  
**2**

**This Chapter Covers**

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**Eligible Charge**

**Definition**

We calculate our payment and your copayment based on the eligible charge. The *Eligible Charge* is the lower of either the provider’s *actual* charge or the amount we establish as the *maximum allowable fee*.

*Please note:* If you receive a noncovered service, you are responsible for the entire amount charged by your provider.

**Copayment**

**Definition**

*Copayment* applies to most covered services. It is either a fixed percentage of the eligible charge or a fixed dollar amount.

Except as otherwise stated in this Guide:

- When you get multiple services from the same provider on the same day, you owe one fixed dollar copayment if fixed dollar copayments are applicable to the services you get.
- You owe all copayments that are a percentage of eligible charge if eligible charge percentage copayments are applicable to the services you get.
- If you get some services with fixed dollar copayments and some with copayments that are a percentage of eligible charge, you owe one fixed dollar copayment and all copayments based on a percentage of eligible charge.

If you get services from more than one provider on the same day, more than one copayment may apply.

**Amount**

See *Chapter 3: Summary of Benefits and Your Payment Obligations*.

**Annual Copayment Maximum**

**Definition**

The *Annual Copayment Maximum* is the maximum copayment amount you pay in a calendar year. Once you meet the copayment maximum you are no longer responsible for copayment amounts unless otherwise noted.

## Chapter 2: Payment Information

<b>Amount</b>	\$2,500 per person, or \$7,500 (maximum) per family contract
<b>When You Pay More</b>	The following amounts do not apply toward meeting the copayment maximum. Also, you are still responsible for these amounts even after you have met the copayment maximum. <ul style="list-style-type: none"><li>▪ Copayments for Online Care, Skilled Nursing Facility room and board, Blood and Blood Products, Inter-island Transportation, Medical Foods, Prescription Drugs and Supplies.</li><li>▪ Payments for services subject to a maximum once you reach the maximum. See <i>Benefit Maximum</i> later in this chapter.</li><li>▪ Payments for noncovered services.</li><li>▪ Any amounts you owe in addition to your copayment for covered services.</li></ul>

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### Maximum Allowable Fee

#### Definition

The *Maximum Allowable Fee* is the maximum dollar amount paid for a covered service, supply, or treatment.

These are examples of some of the methods we use to determine the Maximum Allowable Fee:

- For most services, supplies, or procedures, we consider:
  - Increases in the cost of medical and non-medical services in Hawaii over the last year.
  - The relative difficulty of the service compared to other services.
  - Changes in technology.
  - Payment for the service under federal, state, and other private insurance programs.
- For *some facility-billed services*, we use a per case, per treatment, or per day fee (per diem) rather than an itemized amount (fee for service). This does not include practitioner billed facility services. For non-network hospitals, our maximum allowable fee for all-inclusive daily rates established by the hospital will never exceed more than if the hospital had charged separately for services.
- For *services billed by BlueCard PPO and participating providers outside of Hawaii*, we use the lower of the provider's actual charge or the negotiated price passed on to us by the on-site Blue Cross and/or Blue Shield Plan. The negotiated price may be the actual charge less: a *simple discount*; an *estimate that factors in expected settlements, withholds, any other contingent payment arrangements and other non-claims transactions with your provider (or with a specified group of providers)*; or *average expected savings*. Average prices may result in greater variation (more or less) from the actual price paid than will the estimated price. Estimated or average prices may be prospectively adjusted to correct for over- or underestimation of past prices. However, the amount you pay is considered a final price.  
**Please note:** It is possible that states may enact or reenact laws that do not allow Blue Cross and/or Blue Shield Plans to calculate payment on the lower of the actual charge or the negotiated price, or that need a surcharge. When you receive covered services in one of those states, your liability would be calculated according to the laws of that state.



## Chapter 2: Payment Information

- For *prescription drugs and supplies*, we use nationally recognized pricing sources and other relevant information. The allowable fee includes a dispensing fee. Any discounts or rebates that we receive will not reduce the charges that your copayments are based on. We apply discounts and rebates to reduce prescription drugs and supplies coverage rates.

---

### Benefit Maximum

#### Definition

A **Benefit Maximum** is a limit that applies to a specified covered service or supply. A service or supply may be limited by dollar amount, duration, or number of visits. The maximum may apply per:

- *Service.* For example, Online Care is limited to no more than 15 minutes per session.
- *Calendar year.* For example, you are eligible to receive benefits for up to 60 skilled nursing facility days per benefit period.
- *Lifetime.*

#### Where to Look for Limitations

See *Chapter 4: Description of Benefits*.

---

### Carryover of Benefits from Previous Coverage

#### Definition

If you were covered by HMSA under a different group coverage immediately prior to this coverage, any maximums you accrued under the previous coverage carry forward. These maximums will count against the same types of maximum amounts under this coverage. Any copayment amounts you paid toward meeting your copayment maximum will also carry over.

If you become a member under another HMSA coverage, then you will be subject to the carryover provisions of the new coverage, and not this coverage.



## Chapter 3: Summary of Benefits and Your Payment Obligations

# CHAPTER 3

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### Benefit and Payment Chart

#### About this Chart

This benefit and payment chart:

- is a summary of covered services and supplies. It is **not a complete description of benefits. For coverage criteria, other limitations of covered services, and excluded services, be sure to read *Chapter 1: Important Information, Chapter 4: Description of Benefits, and Chapter 6: Services Not Covered.***
- Tells you if a covered service or supply is subject to limits or Precertification.
- Gives you the page number where you can find more information about the service or supply.
- Tells you what the copayment percentage or fixed dollar amount is for covered services and supplies.


**Please note:** Special limits may apply to a service or supply listed in this benefit and payment chart. Please read the benefit information on the page referenced.

Remember, benefits are available only for care you receive from or arranged by your PCP except for care for emergency services, annual vision exams, annual gynecological exams, annual HealthPass visit, Online Care and mental health and substance abuse services. For more information on these services see *Chapter 4: Description of Benefits.*



= A telephone next to a service or supply means that our approval is required. *Be sure and review Chapter 5: Precertification.*

# Chapter 3: Summary of Benefits and Your Payment Obligations

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on page:

## Your Copayment Amount Is:

### Routine and Preventive

Gynecological Exam	26	None
Disease Management and Preventive Services Programs	26	None
HealthPass Visit	26	None
Immunizations		
Members 18 years or younger	27	None
Members 19 years or older	27	None
Influenza and Pneumococcal	27	None
Unexpected Mass Immunizations	27	50% of eligible charge
Mammography (screening)	27	None
Physical Examinations (routine annual checkup)	27	None
Screening Services	26	None
Vision Exam	27	\$15
Well-Child Care (age five and younger)	27	None


### Online Care

Online Care	28	\$10 for up to 10 minutes \$5 for an additional 5 minute extension
-------------	----	---

### Physician Visits

Away from Home Care	28	\$15 for out of network urgent care in Hawaii \$15 for urgent care from a BlueCard provider outside Hawaii Host plan copayments apply for services from BlueCard providers outside Hawaii if you are enrolled in the Guest Membership Program Please see page 5 for more information
Home	28	\$15
Inpatient Hospital	28	None
Office	28	\$15
Outpatient Hospital	28	\$15
Skilled Nursing Facility	28	None
Surgical Center	28	\$15

## Chapter 3: Summary of Benefits and Your Payment Obligations




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### Your Copayment Amount Is:


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#### Test, Laboratory and X-Rays


	Allergy Testing	28	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
	Diagnostic Tests	28	10% of eligible charge (office visit) 10% of eligible charge (hospital outpatient) None (hospital inpatient)
	Evaluation for the Use of Hearing Aids	28	\$15 (office visit)
	Genetic Testing	28	10% of eligible charge (office visit) 10% of eligible charge (hospital outpatient) None (hospital inpatient)
	Laboratory and Pathology	28	10% of eligible charge (office visit) 10% of eligible charge (hospital outpatient) None (hospital inpatient)
	X-ray and Other Radiology	28	10% of eligible charge (office visit) 10% of eligible charge (hospital outpatient) None (hospital inpatient)

---

#### Surgery

	Anesthesia	29	\$15 (outpatient professional charges) None (inpatient professional charges)
	Assistant Surgeon Services	29	\$15 (outpatient professional charges) None (inpatient professional charges)
	Oral Surgery	29	\$15 (outpatient professional charges) None (inpatient professional charges)
	Surgical Procedures	29	None (outpatient surgical center) \$15 (outpatient professional charges) None (hospital operating room) None (inpatient professional charges)


## Chapter 3: Summary of Benefits and Your Payment Obligations

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### Your Copayment Amount Is:

#### Maternity

Artificial Insemination	29	\$15
 In Vitro Fertilization	29	20% of eligible charge
Pregnancy Termination	30	\$15 (outpatient) None (inpatient)
Routine Pre/Post Natal Care and Delivery	30	None

#### Hospital and Facility Services

Ancillary Services	31	None
Hospital Room and Board	31	\$75 per day (You may owe amounts in addition to your copayment. Please see page 31 for more information.)
Outpatient Facility	31	None
Skilled Nursing Facility	31	None
Private Duty Nursing	32	50% of eligible charge

#### Emergency Services

Emergency Room Facility Services	32	\$75 if you receive services in Hawaii \$75 if you receive services outside the state of Hawaii from a BlueCard provider 20% of eligible charge if you receive services outside the state of Hawaii from a non BlueCard provider
Emergency Room Physician Visits	32	None if you receive services in Hawaii None if you receive services outside the state of Hawaii from a BlueCard provider 20% of eligible charge if you receive services outside the state of Hawaii from a non BlueCard provider
Air Ambulance	32	20% of eligible charge
Ground Ambulance	33	20% of eligible charge


#### Rehabilitation Therapy Services

Physical and Occupational Therapy	33	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
Speech Therapy Services	34	\$15 (outpatient) None (inpatient)

#### Home Health Care and Hospice

Home Health Care	35	None
Hospice Services	35	None



## Chapter 3: Summary of Benefits and Your Payment Obligations

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### Your Copayment Amount Is:


#### Miscellaneous Medical Treatments

Blood and Blood Products	36	None
Chemotherapy – Infusion/Injections and Radiation Therapy	36	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
Contraceptive Implants	36	50% of eligible charge
Contraceptive Injectables	36	50% of eligible charge
Contraceptive IUD	36	50% of eligible charge
Dialysis and Supplies	36	10% of eligible charge (hospital outpatient) None (hospital inpatient)
 Growth Hormone Therapy	36	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
 Home IV Therapy	37	None
Inhalation Therapy	37	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
Injections	37	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
Inter-island Transportation	37	None
Medical Equipment, Appliances, and Supplies – External Items	37	50% of eligible charge (You may owe amounts in addition to your copayment. Please see page 37 for more information.)
Medical Equipment, Appliances, and Supplies – Implanted Internal Items	37	None (You may owe amounts in addition to your copayment. Please see page 37 for more information.)
Medical Foods	38	20% of eligible charge

#### Behavioral Health - Mental Health and Substance Abuse

 Hospital/Facility Charges	38	None (hospital outpatient) \$75 per day (hospital inpatient) (You may owe amounts in addition to your copayment. Please see page 31 for more information.)
Physician Visits	38	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
Psychological Testing	38	10% of eligible charge (office visit) 10% of eligible charge (hospital outpatient) None (hospital inpatient)

# Chapter 3: Summary of Benefits and Your Payment Obligations


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## Your Copayment Amount Is:

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### Transplants

 Organ and Tissue Transplants	39	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)
Organ Donations	40	\$15 (office visit) \$15 (hospital outpatient) None (hospital inpatient)

---



# Chapter 3: Summary of Benefits and Your Payment Obligations

## Prescription Drugs and Supplies

Copayments for *Prescription Drugs and Supplies* are listed below. This plan covers prescription drugs and supplies only when approved by the FDA, prescribed by your Provider, and if you do not have an HMSA drug plan or your drug plan does not cover the drugs listed in the chart below. See *Chapter 4: Description of Benefits* for more information.

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### Your Copayment Amount Is:

#### Chemotherapy – Oral Drugs

*If you have an HMSA drug plan with benefits for contraceptive diaphragms/cervical caps, the HMSA drug plan benefits will apply.*

Chemotherapy – Oral

41

**Network Pharmacy**

None

**Non-Network Pharmacy**

You owe the entire charge and  
HMSA reimburses you 100% of the eligible charge

**Contracted Mail Order Pharmacy**

None

#### Contraceptives

*If you have an HMSA drug plan with benefits for contraceptives, the HMSA drug plan benefits will apply.*

Contraceptive Diaphragms/Cervical Caps

41

**Network Pharmacy**

50% of eligible charge

**Non-Network Pharmacy**

You owe the entire charge and  
HMSA reimburses you 50% of the eligible charge

**Contracted Mail Order Pharmacy**

50% of eligible charge

Contraceptives Oral

41

*If you have an HMSA drug plan with benefits for oral contraceptives, the HMSA drug plan benefits will apply.*

**Network Pharmacy**

50% of eligible charge

**Non-Network Pharmacy**

You owe the entire charge and  
HMSA reimburses you 50% of the eligible charge

**Contracted Mail Order Pharmacy**

50% of eligible charge

Contraceptives - Other Methods

41

*If you have an HMSA drug plan with benefit for other contraceptive methods, the HMSA drug plan benefits will apply.*

**Network Pharmacy**

50% of eligible charge


**Non-Network Pharmacy**

You owe the entire charge and  
HMSA reimburses you 50% of the eligible charge

**Contracted Mail Order Pharmacy**

50% of eligible charge

# Chapter 3: Summary of Benefits and Your Payment Obligations

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## Your Copayment Amount Is:

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### Diabetic Drugs, Supplies, and Insulin

*If you have an HMSA drug plan with benefits for diabetic drugs, supplies, and insulin, the HMSA drug plan benefits will apply.*

---

Diabetic Drugs

41

**Network Pharmacy**

- 20% of eligible charge (Generic)
- 20% of eligible charge (Preferred Brand Name)
- 30% of eligible charge (Other Brand Name)

**Non-Network Pharmacy**

You owe the entire charge and HMSA reimburses you 100% of the remaining eligible charge after deducting:

- 20% of eligible charge (Generic)
- 20% of eligible charge (Preferred Brand Name)
- 30% of eligible charge (Other Brand Name)

**Contracted Mail Order Pharmacy**

- 20% of eligible charge (Generic)
- 20% of eligible charge (Preferred Brand Name)
- 30% of eligible charge (Other Brand Name)

---

Diabetic Supplies

41

**Network Pharmacy**

- 50% of eligible charge

**Non-Network Pharmacy**

You owe the entire charge and HMSA reimburses you 50% of the eligible charge

**Contracted Mail Order Pharmacy**

- 50% of eligible charge

---

Insulin

41

**Network Pharmacy**

- 20% of eligible charge (Preferred Brand Name)
- 30% of eligible charge (Other Brand Name)

**Non-Network Pharmacy**

You owe the entire charge and HMSA reimburses you 100% of the remaining eligible charge after deducting:

- 20% of eligible charge (Preferred Brand Name)
- 30% of eligible charge (Other Brand Name)

**Contracted Mail Order Pharmacy**

- 20% of eligible charge (Preferred Brand Name)
  - 30% of eligible charge (Other Brand Name)
-

# CHAPTER 4

### This Chapter Covers

*Chapter 4: Description of Benefits* describes covered services. Benefits are available only for care you receive from or arranged by your PCP except for care for emergency services, annual vision exams, annual gynecological exams, annual HealthPass visit, Online Care and mental health and substance abuse services. For more information on these exceptions, refer to the benefit descriptions for each of these services in this chapter. Be sure to read *Chapter 1: Important Information*. All information within *Chapter 1: Important Information* applies to accessing the services described in this chapter. This chapter is divided into the following categories:

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▪ Behavioral Health - Mental Health and Substance Abuse.....	38
▪ Organ and Tissue Transplants .....	39
▪ Organ Donations.....	40
▪ Integrated Case Management .....	40
▪ Prescription Drugs and Supplies.....	41

### Be Sure to Also Read:

- Chapter 1: Important Information
- Chapter 3: Summary of Benefits and Your Payment Obligations

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### About this Chapter

Your health care coverage provides benefits for procedures, services or supplies that are listed in this chapter. You will note that some of the benefits have limitations. These limitations describe additional criteria, circumstances or conditions that are necessary for a procedure, service or supply to be a covered benefit. These limitations may also describe circumstances or conditions when a procedure, service or supply is not a covered benefit. These limitations and benefits should be read in conjunction with *Chapter 6: Services Not Covered*, in order to identify all items excluded from coverage.

## Chapter 4: Description of Benefits

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### Routine and Preventive

#### Gynecological Exam

Covered, for a routine gynecological exam. You may receive a routine gynecological exam from a gynecologist or nurse midwife who participates in the Health Plan Hawaii network. A referral from your PCP is not necessary. Any services from a provider outside the Health Plan Hawaii network require an administrative review request by your PCP as described in *Chapter 1: Important Information*. However, follow-up care or care unrelated to the annual exam must be received from or arranged by your PCP (if your gynecologist is not your PCP).

#### Disease Management Programs

Covered, for HMSA's Care Connection disease management programs for members with asthma, diabetes, cardiovascular disease, chronic obstructive pulmonary disease (COPD), and behavioral health conditions (mental health and substance abuse). The programs offer services to help you manage your care and make informed health choices. Services may vary from program to program but include member and physician education.

You may be automatically enrolled in some of these programs and may choose not to participate by calling us. HMSA reserves the right to, at any time, add other programs or end programs. Check with Customer Service for more information. Our phone numbers are listed in *Chapter 1: Important Information*.

#### Preventive Services Programs

Covered, for HMSA programs such as the RSVP (*Reminder for Screening and Vaccination*) program where you will receive reminders for scheduling preventive screenings and shots. *The Good Pregnancy-He Hapai Pono* helps expectant couples through normal and at-risk pregnancies with information and support services. *The Ready, Set, Quit!* program offers support to help you stop smoking.

You may automatically be enrolled in some of these programs and may choose not to participate by calling us. HMSA reserves the right to, at any time, add other programs or end more programs. Check with Customer Service for more information. Our phone numbers are listed in *Chapter 1: Important Information*.

#### HealthPass

Covered, if you are 14 years of age or older when provided by HealthPass. HealthPass is a screening program that provides you with information about how to build a healthier life by looking at your current lifestyle, health habits, and health history.

You are eligible to receive a health risk assessment questionnaire through [www.hmsa.com](http://www.hmsa.com) or you can call HealthPass for a paper questionnaire. To schedule your screening appointment, call HealthPass

HealthPass will:

- Evaluate your lifestyle, health habits and health risks.
- Measure your blood pressure, cholesterol, glucose and body composition.
- Provide consultation on your screening results.
- Offer health coaching services to support you in achieving your health and wellness goals.
- Refer you to healthy lifestyle programs, interventions and health education classes (Nutrition, Exercise, Weight Management, Stress Management and Smoking Cessation).

If you have certain risk factors that become apparent during your screening, HealthPass will refer you to your PCP for follow-up care.

**Please note:** Benefits for additional screenings are described in other sections of this chapter under

*Routine and Preventive and Testing, Laboratory, and Radiology.*

## Chapter 4: Description of Benefits

HealthPass operates under the oversight of a program director and a physician who serves as the program's medical director. HealthPass health consultants are trained in health promotion and prevention.

### Immunizations

Covered, for standard immunizations and immunizations for high risk conditions such as Hepatitis B and other vaccines in accord with the guidelines set by the Advisory Committee on Immunization Practices (ACIP). For information about standard immunizations for children age 5 and younger, check with your PCP for the recommended immunization schedule.

If you would like information about high risk criteria, call our Customer Service number. Our phone number is listed in *Chapter 1: Important Information*.

### Mammography (Screening)

Covered.

**Please note:** Benefits for diagnostic mammography is described in other sections of this chapter under *X-rays and Other Radiology*.

### Physical Examination

Covered.

Routine physical exams, checkups, or related services received solely for the purpose of employment or getting insurance are also not a covered benefit.

### Screening Services

Covered for the following screenings:

- anemia and lead screening for children
- colorectal cancer screening
- chlamydia detection
- fecal occult blood test
- lipid evaluation
- newborn metabolic screening
- cervical cancer screening
- osteoporosis screening
- diabetes screening

**Please note:** Benefits for other tests are described in other sections of this chapter under *Testing, Laboratory, and Radiology*.

### Vision Exam

Covered. Your HMO medical plan provides benefits for one routine vision exam per calendar year. A referral from your PCP is not necessary. You may get services from any provider who participates in the HMO vision network. However, follow-up care or care unrelated to the routine vision exam must be received from or arranged by your PCP.

Your plan does not provide benefits for vision exams by non-network vision providers. Copies of the HMO Vision Network directory are available by contacting Customer Service. Our phone numbers are listed in *Chapter 1: Important Information*.

### Well-Child Care

Covered. Well-Child Care means routine and preventive care for children age 5 and under. Well-child care includes office visits for history, physical exams, developmental assessments, anticipatory guidance and routine vision and hearing tests.

**Please note:** Benefits for laboratory tests and immunizations are described in other sections of this chapter under *Immunizations and Laboratory Tests*.

---

### Online Care

#### Online Care

Covered, when provided by HMSA Online Care at [www.hmsa.com](http://www.hmsa.com). You must be at least 18 years old. A member who is a dependent minor is covered when accompanied by an adult member. Care is available for 10 minute sessions which may be extended up to 5 additional minutes. Each session is limited to a total of 15 minutes.

## Chapter 4: Description of Benefits

*Please note:* Copayment for Online Care do not apply toward meeting the Annual Copayment Maximum. Sessions and eligibility are subject to the Online Care Consumer User Agreement.

---

### Physician Visits

<b>Away From Home Visits</b>	Covered, for physician visits while you are away from home according to the Away From Home Care Program. Guidelines are explained in <i>Chapter 1: Important Information</i> in the section <i>Care While You are Away from Home</i> .
<b>Home Physician Visits</b>	Covered, including physician consultations and visits by a specialty physician.
<b>Inpatient Hospital Physician Visits</b>	Covered, when you are inpatient at a hospital including physician consultations and visits by a specialty physician.
<b>Office Physician Visits</b>	Covered, at a physician's office including physician consultations and visits by a specialty physician.  <i>Please note:</i> A copayment will not be applied to outpatient miscarriage services.
<b>Outpatient Hospital Physician Visits</b>	Covered, when you are outpatient at a hospital including physician consultations and visits by a specialty physician
<b>Skilled Nursing Facility Physician Visits</b>	Covered, when you are in a skilled nursing facility center, including physician consultations and visits by a specialty physician.
<b>Surgical Center Physician Visits</b>	Covered, when you are in a surgical center, including physician consultations and visits by a specialty physician.

---

### Testing, Laboratory, and Radiology

<b>Allergy Testing</b>	Covered.
<b>Diagnostic Testing</b>	Covered, for tests to diagnose an illness or injury. Some examples of diagnostic testing include: <ul style="list-style-type: none"><li>▪ Electroencephalograms (EEG)</li><li>▪ Electrocardiograms (EKG or ECG)</li></ul>
<b>Evaluation for the Use of Hearing Aids</b>	Covered.
<b>Genetic Testing and Screening</b>	Covered, if you meet HMSA criteria. Call Customer Service for more information. Our phone number is listed in <i>Chapter 1: Important Information</i> .  <i>Please note:</i> Certain services must have precertification. See <i>Chapter 5: Precertification</i> .
<b>Laboratory Tests</b>	Covered. Some examples of lab tests include: <ul style="list-style-type: none"><li>▪ Urinalysis</li><li>▪ Blood tests</li><li>▪ Throat cultures</li></ul>
<b>X-rays and Other Radiology</b>	Covered. Some examples of other radiology include: <ul style="list-style-type: none"><li>▪ Computerized tomography scan (CT Scan)</li><li>▪ Nuclear medicine</li><li>▪ Ultrasound</li><li>▪ Diagnostic mammography</li></ul>

## Chapter 4: Description of Benefits

*Please note:* Some radiological procedures must have precertification. See *Chapter 5: Precertification.*

---

### Surgery

Certain surgical procedures must have precertification from HMSA. See *Chapter 5: Precertification.*

#### Anesthesia

Covered, as required by the attending physician and when appropriate for your condition. Services include:

- General Anesthesia.
- Regional Anesthesia.
- Monitored anesthesia when you meet HMSA's high-risk criteria.

#### Assistant Surgeon Services

Covered, when:

- The complexity of the surgery requires an assistant; and
- The facility does not have a resident or training program; or
- The facility has a resident or training program, but a resident or intern on staff is not available to assist the surgeon.

#### Oral Surgery

Covered. You have benefits for services of a dentist if you require oral surgery and the surgery (or emergency procedure) could be performed by either a physician or a dentist.

#### Reconstructive Surgery

Covered, but only for corrective surgery required to restore, reconstruct or correct:

- Any bodily function that was lost, impaired, or damaged as a result of an illness or injury.
- Developmental abnormalities when present from birth and that severely impair or impede normal, essential bodily functions.
- The breast on which a mastectomy was performed, and surgery for the reconstruction of the other breast to produce a symmetrical appearance (including prostheses). Treatment for complications of mastectomy and reconstruction, including lymphedema, is also covered.

Complications of a non-covered cosmetic reconstructive surgery are not covered.

#### Surgical Procedures

Covered, for surgery including pre-and post-operative care.

---

### Maternity

#### Artificial Insemination

Covered.

#### In Vitro Fertilization

Covered, when provided or arranged by your PCP. But coverage is limited to a one-time only benefit for one outpatient in vitro fertilization procedure while you are an HPH or HMSA member. If you receive benefits for in vitro fertilization services under an HPH or HMSA plan, you will not be eligible for in vitro fertilization benefits under any other HPH or HMSA plan. Also, coverage is limited to members who meet the following criteria:

- The in vitro fertilization is for you or your spouse. In vitro fertilization services are not covered when a surrogate is used.
- Either of the following two statements is true:
  - You and your spouse have a history of infertility for at least five years; or
  - The infertility is related to one or more of these medical conditions:

## Chapter 4: Description of Benefits

endometriosis; exposure in utero to diethylstilbestrol (DES); blockage of, or surgical removal of, one or both fallopian tubes (lateral or bilateral salpingectomy); or abnormal male factors contributing to the infertility.

- You have been unable to attain a successful pregnancy through other covered infertility treatment.
- The in vitro procedures are performed at a medical facility that conforms to the American College of Obstetricians and Gynecologists guidelines for in vitro fertilization clinics or to the American Society for Reproductive Medicine minimal standards for programs of in vitro fertilization.

**Please note:** These services must have precertification. See *Chapter 5: Precertification*.

**Please note:** In vitro fertilization not provided or approved by your PCP is not a covered benefit and you are responsible for payment. In vitro fertilization services include those services constituting the complete in vitro fertilization and embryo transfer process. Benefits for services in connection with, but not included in the complete in vitro fertilization process, are covered elsewhere in this guide.

**Please note:** Exclusions or limitations may relate to this benefit are described in *Chapter 6: Services Not Covered* in the section labeled *Fertility and Infertility*.

### Pregnancy Termination

Covered.

**Please note:** Coverage is limited to 2 elective pregnancy terminations per lifetime.

### Maternity Length of Stay

You have inpatient benefits for maternity as follows:

- 48 hours from time of delivery for a vaginal labor and delivery; or
- 96 hours from time of delivery for a cesarean labor and delivery.

### Newborn Care

Covered for the baby's:

- Routine physician care (see *Chapter 3: Summary of Benefits and Your Payment Obligations*, Physician Visits - Inpatient Hospital) and
- Routine newborn nursery care (see *Chapter 3: Summary of Benefits and Your Payment Obligations*, Inpatient Care and Service - Hospital Room and Board) after birth.

If the newborn requires additional care other than routine—for example, the newborn is treated for jaundice—benefits for the newborn are only available when you add the child to your coverage within 31 days of birth. See *Chapter 10: General Provisions under Eligibility for Coverage*.

### Maternity Care

You have benefits for physician services, including prenatal, false labor, delivery, and postnatal services. HMSA pays physicians a global fee related to a bundle of maternity care. If benefit payments are made separately before delivery, payments will be considered an advance and we will deduct the amount from the global benefit payment for maternity care.

Other maternity related services such as nursery care, labor room, hospital room and board, and diagnostic tests, labs and radiology are covered in other sections of this guide.

---

## Hospital and Facility Services

### Hospital Ancillary Services

Covered. Examples of ancillary services include anesthesia, antibiotics and other drugs chemotherapy and radiation therapy, hemodialysis, lab tests, oxygen, surgical supplies and X-rays.



## Chapter 4: Description of Benefits

- Hospital Room and Board** Covered. Your plan may include a copayment for hospital rooms. See *Chapter 3: Summary of Benefits and Your Payment Obligations*, under *Hospital and Facility Services*, to find out if you owe a copayment under this plan. Also, you may owe the difference between HMSA's payment and the hospital charge. See below for more information.
- Semi-private Rooms. Your copayment (if any) is based on the facility's medical/surgical semi-private room rate.
  - Private Rooms.
    - At Network Facilities:
      - If you are hospitalized in a network facility with private rooms only, your copayment (if any) is based on HMSA's maximum allowable fee for semi-private rooms.
      - If you are hospitalized in a network facility with semi-private and private rooms or a BlueCard facility, your copayment (if any) is based on the facility's medical/surgical semi-private room rate. Also, you owe the difference between the facility's charges for private and semi-private rooms. **Exception:** If you are hospitalized for conditions identified by HMSA as conditions that require a private room, your copayment (if any) is based on the facility's medical/surgical private room rate. You may call HMSA for a list of these conditions.
    - At Non-network Facilities:
      - If you are hospitalized in a non-network facility, your copayment (if any) is based on the facility's medical/surgical semi-private room rate. Also, you owe the difference between the facility's charges for private and semi-private rooms. **Exception:** If you are hospitalized for conditions identified by HMSA as conditions that require a private room, your copayment (if any) is based on the facility's medical/surgical private room rate. You may call HMSA for a list of these conditions.
  - Intensive care or coronary units.
  - Intermediate care units.
  - Isolation units.
  - Operating rooms.

**Outpatient Facility** Covered, including but not limited to observation room, labor room, psychiatric hold, and radiology room.

**Skilled Nursing Facility** Covered, for skilled nursing facility room and board charges based on the minimum semi-private room rate.

To be eligible for benefits, these statements must be true:

- You are admitted by your PCP.
- Care is ordered and certified by your PCP.
- Confinement is not primarily for comfort, convenience, a rest cure, or domiciliary care.
- If days exceed 30, the attending physician must submit a report showing the need for more days at the end of each 30-day period.
- The confinement is not longer than 60 days per **benefit period**.  
A benefit period begins on the first day you are admitted to an inpatient hospital or skilled nursing facility (SNF). The benefit period ends when you have not been inpatient at any hospital or SNF for 60 days in a row. If you go to the hospital or SNF after one benefit period has ended, a new benefit period begins.
- The confinement is not for custodial care.

## Chapter 4: Description of Benefits

Services and supplies are covered, including routine surgical supplies, drugs, dressings, oxygen, antibiotics, blood transfusion services, and diagnostic and therapy benefits.

**Please note:** Copayments for Skilled Nursing Facility room and board do not apply toward meeting the Annual Copayment Maximum.

### Private Duty Nursing

Covered, when:

- Care is ordered and certified by your PCP or attending physician.
- You are inpatient at a hospital; and
- Services are rendered by a duly licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.)

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### Emergency Services

#### Emergency Room

Covered, including room charges and physician visits, if a prudent layperson could reasonably expect the absence of immediate medical attention to result in:

- Serious risk to the health of the individual (or, with respect to a pregnant woman, the health of the woman and her unborn child).
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

Examples of an emergency include chest pain or other heart attack signs, poisoning, loss of consciousness, convulsions or seizures, broken back or neck. Examples also include heavy bleeding, sudden weakness on one side, severe pain, breathing problems, drug overdose, severe allergic reaction, severe burns, and broken bones. Examples of non-emergencies are colds, flu, ear aches, sore throats, and using the emergency room for your convenience or during normal physician office hours for medical conditions that can be treated in a physician's office.

If you need emergency services, call 911 or go to the nearest emergency room for care. Pre-authorization or a referral from your PCP is not necessary.

**Please note:** If you are admitted to the hospital directly from the emergency room, hospital inpatient benefits will apply to your emergency room services.

You will not receive benefits if you use an emergency room for any of these reasons:

- For your convenience.
- During normal office hours for medical conditions that are treatable in a physician's office.

#### Air Ambulance

Covered, when all of these statements are true:

- Your condition requires emergency care.
- The air ambulance transportation is for inter-island transportation within the state of Hawaii.

#### Ground Ambulance

Covered, as follows:

- For ground ambulance transportation required due to a sudden illness or injury that requires emergency care, the transportation must start where the injury or illness took place or first needed emergency care; and
- The ground transportation must end at the nearest facility equipped to furnish emergency services.
- For ground ambulance transportation required to transport you to another facility, the reason for your transportation must be because care for your illness or injury is not available in the hospital or nursing facility where you are currently an inpatient.

## Chapter 4: Description of Benefits

### How to Access Emergency Services

For emergencies you should do one of the following:

- If possible, you should first contact your PCP for direction and guidance on the emergency situation. Your PCP (or a Provider acting on his or her behalf) is available for such calls 24 hours a day.
- If your illness or injury is so life-threatening that contacting your PCP is not realistic, go immediately to the nearest emergency center for care.

Once at the emergency room, you (or someone acting on your behalf) should do all of the following:

- Present your member card.
- Ask the physician or hospital to forward a copy of your medical care record to your PCP. Your PCP will review the emergency care, arrange for any necessary follow-up care, update your medical records, and be kept informed of your health status. Please tell your PCP about any specific emergency instructions given to you.
- Request the physician or hospital to file a claim with us.

### Emergencies Outside of Hawaii

For emergencies in another state or country, these guidelines apply:

- If the provider participates with the Blue Cross and/or Blue Shield plan in that state (or foreign country), the provider will file a claim for you. We will reimburse the provider directly. **Please note:** Remember to show the provider your member identification card.
- If the provider does not participate with the Blue Cross and/or Blue Shield plan in that state (or foreign country), you are responsible for paying the provider directly and filing a claim with us. For more information on filing claims, see *Chapter 7: Filing Claims*.

**Please note:** If you have guest membership and require emergency services, the benefits of guest membership applies. See *Chapter 1: Important Information* in section *Care While You are Away from Home*.

### Contacting Your PCP

If you are unable to contact your PCP before you get emergency services, you (or someone acting on your behalf) should contact your PCP to:

- Advise him or her of your condition; and
- Get instructions about follow-up care.

**Please note:** You should contact your PCP within 48 hours after the illness or injury or as soon as reasonably possible.

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### Rehabilitation Therapy Services

#### Physical and Occupational Therapy

Covered, but only when all of these are true:

- The diagnosis is established by a Provider and the medical records document the need for skilled physical and/or occupational therapy.
- The therapy is ordered by a Provider under an individual treatment plan.
- The therapy is provided by a qualified provider of physical or occupational therapy services. A qualified provider is one who is licensed appropriately, performs within the scope of his/her licensure and is recognized by HMSA.
- The therapy is necessary to achieve a specific diagnosis-related goal that will significantly improve neurological and/or musculoskeletal function due to a congenital anomaly, or to restore neurological and/or musculoskeletal function that was lost or impaired due to an illness, injury or prior therapeutic intervention. (Significant is defined as a measurable and meaningful increase in the level of physical and functional abilities attained through short-term therapy as documented in the medical records).

## Chapter 4: Description of Benefits

- The therapy is short-term defined as the number of visits necessary to improve or restore neurological or musculoskeletal function required to perform normal activities of daily living, such as grooming, toileting, feeding, etc. but not more than the maximum number of visits defined in HMSA's medical policies which can be found at [www.hmsa.com](http://www.hmsa.com). Therapy beyond this is considered long-term and is not covered. Maintenance therapy, defined as activities that preserve present functional level and prevent regression, are not covered.
- The therapy does not duplicate services provided by another therapy or available through schools and/or government programs.
- The therapy and diagnosis are described as covered in HMSA's medical policies on physical and occupational therapy. Information on our policies can be found at [www.hmsa.com](http://www.hmsa.com).

A change in diagnosis and/or onset date of injury or illness must meet payment determination criteria. If you are receiving occupational and physical therapy for the same injury, the total number of visits covered is limited to the maximum number of visits for either occupational therapy or physical therapy but not both combined.

Group exercise programs are not covered.

Physical therapy evaluations are not covered when provided by an occupational therapist.

### Speech Therapy Services

Covered, for the treatment of communication impairments and swallowing disorders but only when all of the following statements are true:

- The diagnosis is established by a Provider and the medical records document the need for skilled speech therapy services.
- The therapy is ordered by a Provider.
- The therapy is necessary to treat function lost or impaired by disease, trauma, congenital anomaly (structural malformation) or prior therapeutic intervention.
- The therapy is rendered by and requires the judgment and skills of a speech language pathologist certified as clinically competent (SLP CCC) by the American Speech –Language Hearing Association (ASHA).
- The therapy is provided on a one-to-one basis.
- The therapy is used to achieve significant, functional improvement through objective goals and measurements.
- The therapy and diagnosis are covered as described in HMSA's medical policies for speech therapy services. Information on our policies can be found at [www.hmsa.com](http://www.hmsa.com).
- The therapy is not for developmental delay/developmental learning disabilities.
- The therapy does not duplicate service provided by another therapy or available through schools and/or government programs.

Speech therapy services include speech/language therapy, swallow/feeding therapy, aural rehabilitation therapy and augmentative/alternative communication therapy.

**Please note:** Certain services must have precertification. See Chapter 5: Precertification.

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### Home Health Care and Hospice Services

#### Home Health Care

Covered, when all of these statements are true:

- Services are prescribed in writing by a physician to treat an illness or injury when you are homebound. *Homebound* means that due to an illness or injury, you are unable to leave home, or if you do leave home, doing so requires a considerable and taxing effort.
- Part-time skilled health services are needed.
- Services are not more costly than alternate services that would be effective to diagnose and treat your condition.
- Without home health care, you would need inpatient hospital or skilled nursing facility care.
- The attending physician must approve a plan of treatment for the Beneficiary. If you need home health care visits for more than 30 days, the physician must recertify that more visits are required and provide an ongoing plan of treatment at the end of each 30-day period of care.
- Visits must be provided by the Health Center or a qualified home health agency.

**Benefit Limitation:** Home health care is limited to 365 visits per illness or injury.

#### Hospice Services

Covered. A *Hospice Program* provides care (generally in a home setting) for patients who are terminally ill and who have a life expectancy of six months or less. We follow Medicare guidelines to determine benefits, level of care and eligibility for hospice services. Also, we cover:

- Residential hospice room and board expenses directly related to the hospice care being provided, and
- Hospice referral visits during which a patient is advised of hospice care options, regardless of whether the referred patient is later admitted to hospice care.

While under hospice care, the terminally ill patient is not eligible for benefits for the terminal condition except hospice services and attending physician office visits. The patient is eligible for all covered benefits unrelated to the terminal condition.

Hospice services must be received from a hospice that is currently under contract with us to provide hospice benefits. You are not covered for hospice services provided by a hospice not under contract with us.

The attending physician must certify in writing that the patient is terminally ill and has a life expectancy of six months or less.

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### Miscellaneous Medical Treatments

#### Blood and Blood Products

Covered, for blood, blood products, blood bank services, and blood processing including collection, processing and storage of autologous blood for a scheduled surgery when prescribed by a provider whether or not the units are used.

You are not covered for any of the following:

- Blood bank processing for blood transfused as an outpatient.
- Storage of or lab fees for blood or blood products.
- Peripheral stem cell transplants except as described in this chapter under *Stem-Cell Transplants (including Bone Marrow Transplants)*.

## Chapter 4: Description of Benefits

	<p><i>Please note:</i> Copayments for Blood and Blood Products do not apply toward meeting the Annual Copayment Maximum.</p>
<b>Chemotherapy – Infusion/Injectables and Radiation Therapy (for malignancy)</b>	<p>Covered, subject to these limitation:</p> <ul style="list-style-type: none"><li>▪ The chemotherapy or radiation therapy is not for high-dose radiation therapy, or related services and supplies except when provided in conjunction with stem-cell transplants. See later in this chapter under <i>Stem-Cell Transplants (including Bone Marrow Transplants)</i> in the section <i>Organ and Tissue Transplants</i>.</li></ul>
<b>Contraceptive Implants</b>	<p>Covered.</p> <p><i>Please note:</i> Benefit payment for contraceptives is limited to one contraceptive method per period of effectiveness.</p> <p>Copayments for Contraceptives do not apply toward meeting the Annual Copayment Maximum.</p>
<b>Contraceptive Injectables</b>	<p>Covered.</p> <p><i>Please note:</i> Benefit payment for contraceptives is limited to one contraceptive method per period of effectiveness.</p> <p>Copayments for Contraceptives do not apply toward meeting the Annual Copayment Maximum.</p>
<b>Contraceptive IUD</b>	<p>Covered.</p> <p><i>Please note:</i> Benefit payment for contraceptives is limited to one contraceptive method per period of effectiveness.</p> <p>Copayments for Contraceptives do not apply toward meeting the Annual Copayment Maximum.</p>
<b>Dialysis and Supplies</b>	<p>Covered.</p>
<b>Growth Hormone Therapy</b>	<p>Covered, only if you meet HMSA’s criteria and if growth hormone is for replacement therapy services to treat:</p> <ul style="list-style-type: none"><li>▪ Hypothalamic-pituitary axis damage caused by primary brain tumors, trauma, infection, or radiation therapy.</li><li>▪ Turner’s syndrome.</li><li>▪ Growth failure secondary to chronic renal insufficiency awaiting renal transplant.</li><li>▪ AIDS-wasting or cachexia without evidence of suspected or overt malignancy and where other modes of nutritional supplements (e.g., hyperalimentation, enteral therapy) have been tried.</li><li>▪ Short stature.</li><li>▪ Neonatal hypoglycemia secondary to growth hormone deficiency.</li><li>▪ Prader-Willi Syndrome.</li><li>▪ Severe growth hormone deficiency in adults.</li></ul> <p><i>Please note:</i> These services must have precertification. See <i>Chapter 5: Precertification</i>.</p>
<b>Home IV Therapy</b>	<p>Covered, for outpatient services and supplies for the injection or intravenous administration of either medication, biological therapeutics, biopharmaceuticals, or nutrient solutions needed for primary diet, including home infusion services and self administered injectable medication from a contracted provider.</p> <p><i>Please note:</i> Certain services must have precertification. See <i>Chapter 5: Precertification</i>.</p>
<b>Inhalation Therapy</b>	<p>Covered, for inpatient and outpatient inhalation therapy.</p>

## Chapter 4: Description of Benefits

### Injections

Covered, for injections received as an inpatient or outpatient, including allergy injections and biological therapeutics and biopharmaceuticals. However, you are not covered for injections you administer to yourself except as authorized.

If you have an HMSA drug plan with a similar benefit, there shall be no duplication or coordination of benefits between this plan and your HMSA drug plan.

**Please note:** Certain services must have precertification. See *Chapter 5: Precertification*.

### Inter-island Transportation

Covered, as follows:

- The transportation is for the covered person who requires treatment; and
- The transportation is necessary because treatment is not available at your health center but is available on another island in the state of Hawaii.

**Benefit Limitation:** Benefits for inter-island transportation is limited to one round-trip inter-island transportation required for one complete episode of treatment. You are not covered for fees charged by the airlines for cancellation or changes to your reservations. Please call customer service for more information. Our phone numbers are listed in *Chapter 1: Important Information*.

**Please note:** Copayments for Inter-island Transportation do not apply toward meeting the Annual Copayment Maximum.

### Medical Equipment, Appliances, and Supplies

Covered, but only when prescribed by your provider.

Examples of medical appliances include hearing aids; cardiac pacemakers; artificial limbs, eyes, hips, and similar appliances approved by HMSA and prescribed by your provider.

Foot orthotics are covered only for specific diabetic conditions as defined by Medicare guidelines.

Vision appliances, that include eyeglasses and contact lenses, for certain medical conditions are subject to special limitations. Please call the number listed in *Chapter 1: Important Information* for details.

Examples of medical equipment include crutches; oxygen and rental equipment for its administration; rental of wheelchair and hospital-type bed; charges for the use of an iron lung; artificial kidney machine; and pulmonary resuscitator.

Appliance and medical equipment must meet all of the following criteria:

- The item is:
  - Durable enough to withstand repeated use.
  - Primarily and customarily used to serve a medical purpose.
  - Not useful to a person in the absence of illness or injury.
  - Appropriate for use in the home.
- The item is necessary and reasonable for the treatment of an illness or injury, or to improve the functioning of a malformed body member.
- The item is used in your home. **Home** means the place where you live other than a hospital or skilled or intermediate nursing facility.

**Please note:** Certain appliance and equipment must have precertification. See *Chapter 5: Precertification*.

Benefits for the rental or purchase of medical equipment is determined based on the following criteria:

- Items intended for short-term use are only eligible for benefits when the item is rented.
- Items intended for long-term use are eligible for benefits when the item is purchased, but only if the cost of renting will exceed the cost of purchasing the equipment.

## Chapter 4: Description of Benefits

**Please note:** Benefit payment for the rental of appliances and medical equipment is limited to no more than the purchase price.

**Benefit Limitation:** Benefits for the medical appliance hearing aids are limited to one hearing aid per ear every five years. Benefit payments for digital hearing aids are limited to no more than the amount that the plan would pay for an analog hearing aid. If you get a digital hearing aid, you are responsible for the copayment *plus* any charges above the plan's payment.

### Medical Foods

Covered, but only to treat an inborn error of metabolism in accord with Hawaii law and HMSA guidelines.

**Please note:** Copayments for Medical Foods do not apply toward meeting the Annual Copayment Maximum.

### Routine Care Associated With Clinical Trials

Covered in accord with Medicare guidelines. Coverage is limited to services and supplies provided when you are enrolled in a Medicare qualified clinical trial if such services would be paid for by Medicare as routine care.

**Please note:** These services require precertification. See *Chapter 5: Precertification*.

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## Behavioral Health - Mental Health and Substance Abuse

Covered, if:

- You are diagnosed with a condition found within the most current Diagnostic and Statistical Manual of the American Psychiatric Association.
- The services are provided by a licensed physician, psychiatrist, psychologist, clinical social worker, marriage and family therapist, licensed mental health counselor, or advanced practice registered nurse.

**Please note:** Epilepsy, senility, mental retardation, or other developmental disabilities and addiction to or abuse of intoxicating substances, do not in and of themselves constitute a mental disorder.

Benefits for inpatient hospital and facility services are subject to the limits described earlier in this chapter under *Hospital Room and Board*.

Residential care facility services outside the state of Hawaii require precertification. See *Chapter 5: Precertification*.

### Alcohol and Drug Dependence Treatment

You are not covered for detoxification services and educational programs to which drinking or drugged drivers are referred by the judicial system solely because you have been referred or services performed by mutual self-help groups.

### How to Access Services

You may get mental health or substance abuse services from any provider who practices at your designated health center or any provider listed under the HMO Behavioral Health Network in the Health Plan Hawaii Directory of Health Centers and Providers. A referral from your PCP is not necessary. However, any services from a provider outside your health center or the HMO Behavioral Health Network require an administrative review request by your PCP as described in *Chapter 1: Important Information*. Copies of the Health Plan Hawaii Directory of Health Centers and Providers are available by contacting Customer Service. Our phone numbers are listed in *Chapter 1: Important Information*.



### Organ and Tissue Transplants

#### Organ and Tissue Transplants

Covered, but only as described in this section and subject to all other conditions and provisions of your Agreement including that the transplant meets payment determination criteria. For a definition of payment determination criteria, see *Chapter 1: Important Information* under *Questions We Ask When You Receive Care*. Expenses related to one transplant evaluation and wait list fees at one transplant facility per approved transplant request are covered.

Also, all transplants (with the exception of corneal and kidney transplants) must:

- Receive our approval. Without approval for the specified transplants, benefits are not available. Your PCP will get approval for you.
- Be received from a facility that:
  - Accepts you as a transplant candidate, and
  - Is located in the State of Hawaii and has a contract with us to perform the transplant, or
  - Is an approved Blue Distinction Center for Transplants. You may call HMSA for a current list of providers.

Benefits are not available for:

- Artificial (mechanical) organs, except for artificial hearts when used as a bridge to a permanent heart transplant.
- Non-human organs.
- Organ or tissue transplants not listed in this section.
- Your transportation for organ or tissue transplant services.
- Transportation of organs or tissues.
- Organ or tissue transplants received out of the country.

#### Transplant Evaluations

Covered, if we approve, for stem-cell, heart, heart-lung, liver, lung, pancreas, simultaneous kidney/pancreas, or small bowel and multivisceral transplants. See *Chapter 5: Precertification*. **Transplant Evaluation** means those procedures, including lab and diagnostic tests, consultations, and psychological evaluations, that a facility uses in evaluating a potential transplant candidate. This coverage is limited to one evaluation per transplant request and must be rendered either at a facility that is located in the State of Hawaii and has a contract with us to perform the transplant or is an approved Blue Distinction Center for Transplants. For information about donor screening benefits, see the section *Organ Donations* later in this chapter.

#### Stem-Cell Transplants (including Bone Marrow Transplants)

Allogeneic stem cell transplants, reduced intensity conditioning for allogeneic stem cell transplants and autologous stem cell transplants are available only for treatment prescribed in accord with HMSA's medical policies and with our approval. See *Chapter 5: Precertification*.

#### Corneal Transplants

Covered, but only if you meet HMSA's criteria.

#### Heart Transplants

Covered, but only if you meet HMSA's criteria and if we approve. See *Chapter 5: Precertification*.

#### Heart and Lung Transplants

Covered, but only if you meet HMSA's criteria and if we approve. See *Chapter 5: Precertification*.

#### Kidney Transplants

Covered, but only if you meet HMSA's criteria.

#### Liver Transplants

Covered, but only if you meet HMSA's criteria and if we approve. See *Chapter 5: Precertification*.

#### Lung Transplants

Covered, but only if you meet HMSA's criteria and if we approve. See *Chapter 5: Precertification*.

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<b>Pancreas Transplants</b>	Covered, but only if you meet HMSA's criteria and if we approve. See <i>Chapter 5: Precertification</i> .
<b>Simultaneous Kidney/Pancreas Transplants</b>	Covered, but only if you meet HMSA's criteria and if we approve. See <i>Chapter 5: Precertification</i> .
<b>Small Bowel and Multivisceral Transplants</b>	Covered, for small bowel (small intestine) and the small bowel with liver or small bowel with multiple organs such as the liver, stomach and pancreas, but only if you meet HMSA's criteria and if we approve. See <i>Chapter 5: Precertification</i> .

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### Organ Donations

<b>Organ Donor Services</b>	<p>Covered, when you are the recipient of the organ. No benefits are available under this coverage if you are donating an organ to someone else.</p> <p><b>Please note:</b> This coverage is secondary and the living donor's coverage is primary when :</p> <ul style="list-style-type: none"><li>▪ You are the recipient of an organ from a living donor; and</li><li>▪ The donor's health coverage provides benefits for organs donated by a living donor.</li></ul> <p>Benefits for the screening of donors are limited to expenses of the actual donor. No benefits are available for screening expenses of candidates who do not become the actual donor.</p>
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### Integrated Case Management

<b>Integrated Case Management</b>	<p>Covered, when approved by us. <i>Integrated Case Management</i> is a special program to help members with certain medical conditions that need costly, long-term care and when a hospital may not be the most appropriate setting for your care. If you meet HMSA's criteria, your coverage provides you with alternate benefits to help meet health care needs that result from extreme illness or injury (providing costs do not exceed inpatient facility costs). You, your physician, and the hospital can work with our case managers to identify and arrange alternate treatment plans to meet your special needs and to assist in preserving your health care benefits.</p> <p>Conditions and treatments for which benefits management might be appropriate are: AIDS, coma, traumatic brain injury, respirator dependency, spinal cord injury, and long-term intravenous therapy.</p> <p>Before benefits are available for alternate treatment plans, approval must be received. Without approval, no benefits for alternate treatment plans are available. Your physician will contact us on your behalf to identify and arrange alternate treatment plans.</p>
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### Prescription Drugs and Supplies

Covered, but only oral chemotherapy drugs, contraceptives, and diabetic drugs, supplies and insulin. Coverage will be provided only when the Prescription Drugs and Supplies are:

- Approved by the FDA, under federal control,
- Prescribed by your Provider,
- Dispensed by a licensed pharmacy or Provider, and
- You do not have an HMSA drug plan or your HMSA drug plan does not cover the drug or supply covered in this section.

**Please note:** Some prescription drugs and supplies must have precertification. See *Chapter 5: Precertification*.

**Please note:** Copayments for Prescription Drugs and Supplies do not apply toward meeting the Annual Copayment Maximum and benefits paid for Prescription Drugs and Supplies shall not be applied towards the Lifetime Maximum benefit limit.

Benefits for prescription drugs and supplies vary depending on whether the drug is a generic drug, a Preferred drug, or Other brand name drug.

### Definitions

**Brand name drug** is one which is marketed under its distinctive trade name and which is or was at one time protected by patent laws.

**Generic drugs** are drugs prescribed or dispensed under their commonly used generic name rather than a brand name and which are not protected by patent, or drugs identified by HMSA as “generic”.

**Oral chemotherapy drug** is an FDA-approved oral cancer treatment that may be delivered to the patient for self-administration under the direction or supervision of a Provider outside of a hospital, medical office, or other clinical setting.

**Other brand name drugs, supplies, and insulin** are brand name drugs, supplies, or insulin which are not identified as preferred on the HMSA Select Prescription Drug Formulary.

**Over-the-counter drugs** are drugs that may be purchased without a prescription.

**Preferred drugs, supplies and insulin** are brand name drugs, supplies or insulin identified as preferred on the HMSA Select Prescription Drug Formulary.

**Prescription drug** is a medication that is under Federal control. By Federal law, prescription drugs can only be dispensed with a prescription. Medications that are available as both a Prescription Drug and a nonprescription drug are not covered as a Prescription Drug under this plan.

### Benefit Limitations

Contraceptive benefits are limited to one contraceptive method per period of effectiveness.

Diabetic supplies are limited to coverage for syringes, needles, lancets, lancet devices, test strips, acetone test tablets, insulin tubing, and calibration solutions.

Copayment amounts for all covered drugs or supplies are for a maximum 30-day supply or fraction thereof. A 30-day supply means a supply that will last you for a period consisting of 30 consecutive days. For example, if the prescribed drug must be taken by you only on the last five days of a one-month period, a 30-day supply would be the amount of the drug that you must take during those five days.

If you obtain more than a 30-day supply under one prescription:

- you must pay an additional copayment for each 30-day supply or fraction thereof, and
- our maximum benefit payment will be limited to benefits for two additional 30-day supplies or fractions thereof.

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**Drugs Dispensed in Manufacturer's Original Unbreakable Package:** Except for insulin, copayments for prescription drugs and supplies that are dispensed in a manufacturer's original unbreakable package are determined by the number of calendar days that are covered by the prescription. Copayments for insulin are based on the lesser of the calendar days supply and the "discard after" date on the medication. You owe one copayment for each prescription for up to 59 days, two copayments for 60-89 days, and three copayments for 90-119 days. An example of drugs that come in unbreakable packages is oral contraceptives.

### Other Brand Name Drug Copayment Exceptions

You may qualify to purchase Other Brand Name drugs at the lower Preferred Brand copayment if you have a chronic condition that lasts at least three months, and have tried and failed treatment with at least two comparable Generic or Preferred drugs (or one comparable drug if only one alternative is available), or all other comparable Generic or Preferred Brand drugs are contraindicated based on your diagnosis, other medical conditions, or other medication therapy. When prescription drugs become available as therapeutically equivalent over-the-counter drugs, they must also be considered before an Other Brand Name Drug Copayment Exception is approved. You have failed treatment if you meet any of the following:

- Symptoms or signs are not resolved after completion of treatment with the Generic or Preferred drugs at recommended therapeutic dose and duration. If there is no recommended therapeutic time, you must have had a meaningful trial and sub-therapeutic response;
- You experienced a recognized and repeated adverse reaction that is clearly associated with taking the comparable Generic or Preferred drugs. Adverse reactions may include but are not limited to vomiting, severe nausea, headaches, abdominal cramping or diarrhea;
- You are allergic to the comparable Generic or Preferred drugs. An allergic reaction is a state of hypersensitivity caused by exposure to an antigen resulting in harmful immunologic reactions on subsequent exposures. Symptoms may include but are not limited to skin rash, anaphylaxis or immediate hypersensitivity reaction.

This benefit requires precertification. You or your Provider must provide legible medical records which substantiate the requirements of this section in accord with HMSA's policies and to HMSA's satisfaction.

This exception is not applicable to controlled substances, off label uses, Other Brand medications if there is an FDA approved A rated generic equivalent, or if HMSA has a drug specific policy which has criteria different from the criteria in this section. You can call HMSA Customer Service to find out if HMSA has a drug policy specific to the drug prescribed for you.

### Drug Benefit Management

We have arranged with Participating Providers to assist in managing the usage of certain drugs, including drugs listed in the HMSA Select Prescription Drug Formulary.

- We have identified certain kinds of drugs listed in the HMSA Select Prescription Drug Formulary that require preauthorization of HMSA. The criteria for preauthorization are that:
  - the drug is being used as part of a treatment plan,
  - there are no equally effective drug substitutes, and
  - the drug meets the "payment determination" criteria and other criteria as established by us.

A list of these drugs in the HMSA Select Prescription Drug Formulary has been distributed to all Participating Providers.

## Chapter 4: Description of Benefits

- Participating providers may dispense up to a 30-day supply for first time prescriptions of maintenance drugs. For subsequent refills, the participating provider may dispense up to a 90-day supply after confirming that:
  - You have tolerated the drug without adverse side effects that could cause the drug to be discontinued, and
  - Your Provider has determined that the drug is effective.

### **Additional Amounts You May Owe When There is a Generic Equivalent**

This plan requires the substitution of Generic Drugs listed on the FDA Approved Drug Products with Therapeutic Equivalence Evaluations for a brand name drug. Exceptions will be made when a Provider directs that substitution is not permissible. If you choose not to use the generic equivalent, we will pay only the amount that would have been paid for the generic equivalent. This provision will apply even if the generic equivalent is out-of-stock or is not available at the pharmacy.

You will be required to pay the entire cost of the brand name drug when you choose to obtain a brand name drug instead of the generic equivalent or the particular generic equivalent was out-of-stock or not available at the pharmacy. In this situation, you will be responsible for submitting a claim to us. In the event a generic equivalent is out-of-stock or not available, you may wish to purchase the generic equivalent from another pharmacy.

### **Refills**

Except for certain drugs managed under Drug Benefit Management, refills will be paid if indicated on your original prescription and only after two-thirds of your prescription has already been used.

### **Mail Order Providers**

Benefits for mail order prescription drugs, supplies, and insulin are only available through contracted providers. Call your nearest HMSA office listed on the back cover of this guide for a list of contracted providers. If you receive mail order prescription drugs and supplies from a provider that does not contract with HMSA, no benefits will be paid.

Copayment amounts are for a maximum 90-day supply or fraction thereof. A 90-day supply means a supply that will last you 90 consecutive days or a fraction thereof. You must pay a 90-day copayment even if the prescription is written for less than a 90-day supply or the pharmacy dispenses less than 90 doses or less than a 90-day supply. Situations in which this would occur include, but are not limited to:

- You are prescribed a drug in pill form that must be taken only on the last five days of each month. A 90-day supply would be fifteen pills, the number of pills you must take during a three-month period.
- You are prescribed a 30-day supply with two refills. The mail order pharmacy will fill the prescription in the quantity specified by the Provider, in this case 30 days, and will not send you a 90-day supply. You owe the 90-day copayment even though a 30-day supply has been dispensed.
- You are prescribed a 30-day supply of a drug that is packaged in less than 30-day quantity, for example, a 28-day supply. The pharmacy will fill the prescription by providing you a 28-day supply. You owe the 90-day copayment. If you are prescribed a 90-day supply, the pharmacy would fill the prescription by giving you three packages each containing a 28-day supply of the drug. Again, you would owe a 90-day copayment for the 84-day supply.

## Chapter 4: Description of Benefits

Drugs Dispensed in Manufacturer's Original Unbreakable Package: Except for insulin, copayments for prescription drugs and supplies that are dispensed in a manufacturer's original unbreakable package are determined by the number of calendar days that are covered by the prescription. Copayments for insulin are based on the lesser of the calendar days supply and the "discard after" date on the medication. You owe one copayment for each prescription for up to 119 days. An example of drugs that come in unbreakable packages is oral contraceptives.

Unless your Provider directs the use of a brand name drug by clearly indicating it on the prescription, your prescription will be filled with the generic equivalent when available and permissible by law.

Refills are available if indicated on your original prescription and only after two-thirds of your prescription has already been used.

**CHAPTER**  
**5**

**This Chapter Covers**

- Definition ..... 45
- Specific Types of Care ..... 47
- Organ and Tissue Transplants ..... 51

**Definition**

*Precertification* is a special approval process to make sure that certain medical treatments, procedures, or devices meet payment determination criteria before the service is rendered. HMSA requires pre-certification of various services before the services are given. Your physician is aware of the guidelines to follow and will submit the information and papers that are needed for consideration. When pre-certification is authorized, you should receive services at your selected health center unless the services are referred.

A table with a list of the treatments, procedures and devices that need precertification appears later in this chapter.

**Changes to this Guide's List of Services and Supplies Which Require Precertification**

From time to time, we need to update the list of services and supplies that require precertification. Changes are needed so that your plan benefits remain current with the way therapies are delivered. Changes may occur at any time during your plan year. If you would like to know if a treatment, procedure or device has been added or deleted from the list in this Guide, call your nearest Customer Service office listed in *Chapter 1: Important Information*.

If you would like to check on the status of the precertification, call your nearest Customer Service office listed in *Chapter 1: Important Information*.

**Our Response to Your Request for Precertification of Non-Urgent Care**

If your request for precertification is not urgent, HMSA will respond to your request within a reasonable time that is appropriate to the medical circumstances of your case. We will respond within 15 days after we receive your request. We may extend the time once for 15 days if we cannot respond to your request within the first 15 days and if it is due to circumstances beyond our control. If this happens, we will let you know before the end of the first 15 days. We will tell you why we are extending the time and the date we expect to have our decision. If we need added details from you, we will let you know and give you at least 45 days to provide the information.

**Our Response to Your Request for Precertification of Urgent Care**

Your care is urgent if the time periods that apply to non-urgent care:

- Could seriously risk your life or health or your ability to regain maximum function, or
- In the opinion of your treating physician, would subject you to severe pain that cannot be adequately managed without the care that is the subject of the request for precertification.

## Chapter 5: Precertification

HMSA will respond to your request for precertification of urgent care as soon as possible given the medical circumstances of your case. It will be no later than 72 hours after we receive your request.

If you do not provide enough details for us to determine if or to what extent the care you request is covered, we will notify you within 24 hours after we receive your request. We will let you know what information we need to respond to your request and give you a reasonable time to respond. You will have at least 48 hours to provide the information.

### **Appeal of Our Precertification Decision**

If you do not agree with our precertification decision, you may appeal it. See *Chapter 8: Dispute Resolution*.



**Specific Types of Care**

Precertification is required for the following services and devices. Call HMSA at:

- Oahu – (808) 948-6464
- Neighbor islands – 1 (800) 344-6122

Failure to get our approval will result in a denial of benefits if the services or devices do not meet HMSA's payment determination criteria.

**A through D**

- Autologous Chondrocyte Implantation (ACI)
- Biological Therapeutics and Biopharmaceuticals (for first year of its FDA-approved release date)
- Blepharoplasty and Repair Blepharoptosis
- Bone Mineral Density Studies (for members under 18 and for members determined to be at high risk for osteoporosis requiring studies more frequently than once every two years)
- Chemotherapy – Oral
  - Afinitor
  - Gleevac
  - Nexavar
  - Revlimid
  - Sprycel
  - Sutent
  - Tarceva
  - Tassigna
  - Tykerb
  - Zolanza
- Computed Tomography (CT) - Outpatient (not required for emergency room)
- Coronary CT Angiography
- CT Colonography (virtual colonoscopy)

**E through H**

- Functional MRI
- Genetic Risk Assessment – for symptomatic and asymptomatic individuals with:
  - Family history of breast cancer
  - Family history of ovarian cancer
- Genetic Risk Assessment – for asymptomatic individuals with:
  - Familial adenomatous polyposis
  - Hereditary nonpolyposis colorectal cancer
- Genetic Testing for BRCA1 and BRCA2 Mutations, Cystic Fibrosis, Long QT

## Chapter 5: Precertification

Precertification is required for the following services and devices. Call HMSA at:

- Oahu – (808) 948-6464
- Neighbor islands – 1 (800) 344-6122

Failure to get our approval will result in a denial of benefits if the services or devices do not meet HMSA's payment determination criteria.

### Syndrome

- Growth Hormone Therapy
- Home IV Therapy:
  - Albumin Therapy
  - Immune Gamma Globulin Therapy
  - Inotropic Infusion Therapy
  - Intravenous Anti-Infective Therapy (beyond standard duration of treatment)
  - Intravenous Hydration for Hyperemesis Gravidarum (after the first 14 days)
  - Intravenous Hydration Therapy for Adults (after the first seven days)
  - Pain Management Infusion Therapy
  - Total Parenteral Nutrition Therapy for Adults
- Home Pulse Oximeters (for children)
- Hyperbaric Oxygen Therapy (for diabetic wounds, osteoradionecrosis and soft tissue radiation necrosis)

### I through K

- In Vitro Fertilization
- Injectable Drugs:
  - Alimta
  - Avastin
  - Enbrel (to treat psoriasis)
  - Erbitux
  - Erythropoiesis Stimulating Agents (for Myelodysplastic Syndrome and Anemia of Chronic Disease)
  - Forteo
  - Humira (for treatment of plaque psoriasis)
  - Immunoglobulin (for Chronic Inflammatory Demyelinating Polyneuropathy, Guillain-Barre Syndrome, Multifocal Motor Neuropathy, and Relapsing-Remitting Multiple Sclerosis)
  - Low Molecular Weight Heparin (if used beyond the FDA indicated duration, beyond six months in patients with cancer, and perioperative bridge therapy)
  - Lupron (for treatment exceeding 3 months for anemia caused by fibroids or 6 months for management of endometriosis, for therapy beyond 11 years for girls and 12 years for boys for central precocious puberty, for off-label use in the palliative treatment of advanced breast cancer)

## Chapter 5: Precertification

Precertification is required for the following services and devices. Call HMSA at:

- Oahu – (808) 948-6464
- Neighbor islands – 1 (800) 344-6122

Failure to get our approval will result in a denial of benefits if the services or devices do not meet HMSA's payment determination criteria.

– Raptiva

– Synagis

– Vectibix

– Velcade

– Xolair

– Zevalin

- Insulin Pumps
- Intensity Modulated Radiation Therapy (IMRT)
- Intrastromal Corneal Ring Segments for Keratoconus (INTACS)
- Knee Braces, Custom-fabricated
- Kyphoplasty and Vertebroplasty

### L through O

- Lung Volume Reduction Surgery
- Magnetic Resonance Angiography (MRA) and Magnetic Resonance Venography (MRV) - Outpatient (not required for emergency room)
- Magnetic Resonance Imaging (MRI) - Outpatient (not required for emergency room)
- Mental Health or Substance Abuse Residential Care Facility Services Outside the State of Hawaii
- Negative Pressure Wound Therapy
- Non-Coronary Brachytherapy
- Nuclear Cardiology – Outpatient (not required for emergency room)
- Off Label Drug Use (for drugs requiring precertification)
- Oncotype DX
- Oscillatory Device for Bronchial Drainage (The Vest)

### P through R

- Panniculectomy/Abdominoplasty
- Photochemotherapy (for Pityriasis Rosea, Lichen Planus, and Other Atopic Dermatitis and Related Conditions)
- Photodynamic Therapy (for superficial basal cell skin cancer and Bowen's disease)
- Positron Emission Tomography (PET)
- Power Mobility Devices
- Prophylactic Mastectomy
- Prosthetics and Orthotics over \$10,000
- Reduction Mammoplasty
- Routine Care Associated With Clinical Trials

## Chapter 5: Precertification

Precertification is required for the following services and devices. Call HMSA at:

- Oahu – (808) 948-6464
- Neighbor islands – 1 (800) 344-6122

Failure to get our approval will result in a denial of benefits if the services or devices do not meet HMSA's payment determination criteria.

### S through T

- Speech Therapy Services – for members up to age 21; after 12 visits for members 21 years and older
- Spinal Cord Stimulators for Pain Management
- Stereotactic Radiosurgery and Fractionated Stereotactic Radiotherapy Beams (Gamma-knife and X-knife Surgery)
- Surgery for Hyperhidrosis
- Surgery to Correct Morbid Obesity (bariatric surgery)
- Surgeries, therapies or procedures employing new technology or representing a new application of existing technology
- Transcutaneous Electrical Nerve Stimulation (TENS) Unit
- Treatment of Hepatitis C with Interferons and Ribavirin
- Treatment of Varicose Veins

### U through Z

- Uterine Artery Embolization to Treat Fibroids
- Wheelchairs (Pediatric Tilt-in-Space, Adult High Strength Lightweight and Ultra Lightweight, and Custom Wheelchairs)

**Organ and Tissue Transplants**

**Precertification is required for the following services. Call HMSA at:**

- Oahu – (808) 948-6464
- Neighbor islands – 1 (800) 344-6122

**Failure to get our approval will result in a denial of benefits if the service does not meet HMSA's payment determination criteria.**

<b>A through H</b>	<ul style="list-style-type: none"> <li>▪ Allogeneic Stem-Cell Transplant, Autologous Stem-Cell Transplant, and Reduced Conditioning for Allogeneic Stem-Cell Transplant</li> <li>▪ Heart Transplant</li> <li>▪ Heart/Lung Transplant</li> </ul>
<b>I through R</b>	<ul style="list-style-type: none"> <li>▪ Liver Transplant</li> <li>▪ Lung Transplant</li> <li>▪ Pancreas Transplants</li> </ul>
<b>S through Z</b>	<ul style="list-style-type: none"> <li>▪ Simultaneous Kidney/Pancreas Transplant</li> <li>▪ Small Bowel Transplant</li> <li>▪ Small Bowel and Multivisceral Transplant</li> <li>▪ Transplant Evaluations</li> </ul>



**CHAPTER**  
**6**

**This Chapter Covers**

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- Counseling Services ..... 53
- Coverage Under Other Programs or Laws..... 54
- Dental, Drug, and Vision..... 54
- Fertility and Infertility ..... 55
- Provider Type ..... 55
- Transplants ..... 56
- Miscellaneous Exclusions ..... 56

**About this Chapter**

Your health care coverage does not provide benefits for procedures, services or supplies that are listed in this chapter or limited by this chapter or Chapter 4. We divided this chapter with category headings. These category headings will help you find what you are looking for. Actual exclusions are listed across from category headings.

**Please note:** Even if a service or supply is not specifically listed as an exclusion in this chapter, there are additional exclusion as described by the limitations in Chapter 4. If that service or supply is not specifically listed as an exclusion in this chapter or as a limitation exclusion in Chapter 4, it will not be covered unless it is described in *Chapter 4: Description of Benefits*, and meets all of the criteria, circumstances or conditions described, and it meets all of the criteria described in *Chapter 1: Important Information* under *Questions We Ask When You Receive Care*. If a service or supply does not meet the criteria described in Chapter 4, then it should be considered an exclusion or service that is not covered. This chapter should be read in conjunction with Chapter 4 in order to identify all items that are excluded from coverage.

If you are unsure if a specific procedure, service or supply is covered or not covered, please call Customer Service, and we will help you. For your convenience, our phone numbers are listed in *Chapter 1: Important Information*.

**Counseling Services**

- Bereavement Counseling** You are not covered for bereavement counseling or services of volunteers or clergy.
- Genetic Counseling** You are not covered for genetic counseling.
- Marriage or Family Counseling** You are not covered for marriage and family counseling or other similar services.
- Nutritional Counseling** You are not covered for nutritional counseling.

## Chapter 6: Services Not Covered

### Sexual Identification Counseling

You are not covered for sexual identification counseling.

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### Coverage Under Other Programs or Laws

#### Payment Responsibility

You are not covered when someone else has the legal obligation to pay for your care, and when, in the absence of this coverage, you would not be charged.

#### Military

You are not covered for treatment of an illness or injury related to military service when you receive care in a hospital operated by an agency of the U.S. government. You are not covered for services or supplies that are needed to treat an illness or injury received while you are on active status in the military service.

#### Third Party Reimbursement

You are not covered for services or supplies for an injury or illness caused or alleged to be caused by a third party and/or you have or may have a right to get payment or recover damages in connection with the illness or injury. You are not covered for services or supplies for an illness or injury for which you may recover damages or get payment without regard to fault. For more information about third party reimbursement, see *Chapter 9: Coordination of Benefits and Third Party Liability*.

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### Dental, Drug, and Vision

#### Dental Care

You are not covered for dental care under this health coverage except those services listed in *Chapter 4: Description of Benefits*. Included in this exclusion are dental services that are generally provided only by dentists and not by physicians. The following exclusions apply regardless of the symptoms or illnesses being treated:

- Orthodontics.
- Dental splints and other dental appliances.
- Dental prostheses.
- Maxillary and mandibular implants (osseointegration) and all related services.
- Removal of impacted teeth.
- Any other dental procedures involving the teeth, gums and structures supporting the teeth.
- Any services in connection with the treatment of TMJ (temporomandibular joint) problems or malocclusion of the teeth or jaws, except for services in connection with the initial visit for diagnosis.

#### Drugs

You are not covered for prescription drugs and supplies except as stated in *Chapter 4: Description of Benefits under Prescription Drugs and Supplies*.

#### Eyeglasses and Contacts

You are not covered for:

- Sunglasses.
- Prescription inserts for diving masks or other protective eyewear.
- Nonprescription industrial safety goggles.
- Nonstandard items for lenses including tinting and blending.
- Oversized lenses, and invisible bifocals or trifocals.
- Repair and replacement of frame parts and accessories.
- Eyeglasses and contact lenses, except as described in *Chapter 4: Description of Benefits under Miscellaneous Medical Treatments, Medical Equipment, Appliances, and Supplies*.
- Exams for a fitting or prescription (including vision exercises).
- Frames.



## Chapter 6: Services Not Covered

### Vision Services

You are not covered for:

- Refractive eye surgery to correct visual acuity problems.
- Replacement of lost, stolen or broken lenses, contact lenses or frames.
- Vision training.
- Aniseikonic studies and prescriptions.
- Reading problem studies or other procedures determined to be special or unusual.

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### Fertility and Infertility

#### Contraceptives

You are not covered for contraceptive foams, creams, condoms, or other non-prescription substances or supplies used individually or in conjunction with any other prescribed drug or device.

#### Infertility Treatment

You are not covered for services or supplies for any of the following:

- Collection, storage and processing of semen except as described in *Chapter 4: Description of Benefits* under *Maternity*.
- Cryopreservation of oocytes, semen and embryos.
- In vitro fertilization benefits when services of a surrogate are used.
- Cost of donor oocytes and donor semen.
- Any donor-related services, including but not limited to collection, storage and processing of donor oocytes and donor semen.
- Ovum transplants.
- Gamete intrafallopian transfer (GIFT).
- Zygote intrafallopian transfer (ZIFT).
- Services related to conception by artificial means including prescription drugs and supplies related to such services except as described in *Chapter 4: Description of Benefits* under *Maternity*.

#### Sterilization Reversal

You are not covered for the reversal of a vasectomy or tubal ligation.

---

### Provider Type

#### Complementary and Alternative Medicine Provider

You are not covered for services or supplies provided by complementary and alternative medicine providers, including but not limited to naturopathic and homeopathic care providers, acupuncturists, and massage therapists.

#### Chiropractor

You are not covered for services or supplies provided by a chiropractor.

#### Provider is an Immediate Family Member

You are not covered for professional services or supplies when furnished to you by a provider who is within your immediate family. *Immediate Family* is a parent, child, spouse, or yourself.

#### Physician Assistant

You are not covered for services and supplies received from a physician assistant unless he or she is employed by a medical group, M.D. or D.O.

#### Private Duty Nursing

You are not covered for outpatient private duty nursing services.

#### Social Worker

You are not covered for services and supplies received from a social worker. This exclusion does not apply to covered mental health or substance abuse services.

## Chapter 6: Services Not Covered

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### Transplants

<b>Living Organ Donor Services</b>	You are not covered for organ donor services if you are the organ donor.
<b>Living Donor Transport</b>	You are not covered for expenses of transporting a living donor.
<b>Mechanical or Non-Human Organs</b>	You are not covered for mechanical or non-human organs, except for artificial hearts when used as a bridge to a permanent heart transplant.
<b>Organ Purchase</b>	You are not covered for the purchase of any organ.
<b>Transplant Services or Supplies</b>	You are not covered for transplant services or supplies or related services or supplies other than those described in <i>Chapter 4: Description of Benefits</i> under <i>Organ and Tissue Transplants</i> . <b>Related Transplant Supplies</b> are those that would not meet payment determination criteria but for your receipt of the transplant, including, and without limit, all forms of stem-cell or peripheral stem-cell transplants.
<b>Transportation Related to Organ and Tissue Transplants</b>	You are not covered for transportation for organ or tissue transplant services or transportation of organs or tissues.

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### Miscellaneous Exclusions

<b>Act of War</b>	To the extent allowed by law, you are not covered for services needed to treat an injury or illness that results from an act of war or armed aggression, whether or not a state of war legally exists.
<b>Acupuncture</b>	You are not covered for services or supplies related to acupuncture.
<b>Airline Oxygen</b>	You are not covered for airline oxygen.
<b>Biofeedback</b>	You are not covered for biofeedback and any related diagnostic tests.
<b>Bionic Devices</b>	You are not covered for bionic services or devices.
<b>Blood</b>	You are not covered for blood except as described in <i>Chapter 4: Description of Benefits</i> .
<b>Carcinoembryonic Antigen (CEA)</b>	You are not covered for carcinoembryonic antigen when used as a screening test.
<b>Cardiac Rehabilitation</b>	You are not covered for cardiac rehabilitation services.
<b>Cosmetic Services, Surgery or Supplies</b>	You are not covered for cosmetic services or supplies that are primarily intended to improve your natural appearance but do not restore or materially improve a physical function.
<b>Chemotherapy (High-Dose)</b>	You are not covered for high-dose chemotherapy except when provided in conjunction with stem-cell transplants described in <i>Chapter 4: Description of Benefits</i> under <i>Stem-Cell Transplants (including Bone Marrow Transplants)</i> .
<b>Complications of a Non-Covered Procedure</b>	You are not covered for complications of a non-covered procedure.
<b>Convenience Treatments, Services or Supplies</b>	You are not covered for treatments, services or supplies that are prescribed, ordered or recommended primarily for your convenience or the convenience of your provider.

## Chapter 6: Services Not Covered

<b>Custodial Care</b>	You are not covered for custodial care, sanatorium care, or rest cures. <i>Custodial Care</i> consists of training in personal hygiene, routine nursing services, and other forms of personal care, such as help in walking, getting in and out of bed, bathing, dressing, eating, and taking medicine. Also excluded are supervising services by a physician or nurse for a person who is not under specific medical, surgical, or psychiatric care to improve that person's condition and to enable that person to live outside a facility providing this care.
<b>Developmental Delay</b>	You are not covered for treatment of developmental delay or services related to developmental delay that are available through government programs or agencies.
<b>Ductal Lavage</b>	You are not covered for ductal lavage.
<b>Effective Date</b>	You are not covered for services or supplies that you get before the effective date of this coverage.
<b>Electron Beam Computed Tomography (EBCT or Ultrafast CT)</b>	You are not covered for electron beam computed tomography for coronary artery calcifications.
<b>Environmental Control Equipment and Supplies</b>	You are not covered for environmental control equipment such as air conditioners, humidifiers, dehumidifiers, air purifiers or sterilizers, water purifiers, vacuum cleaners, or supplies such as filters, vacuum cleaner bags and dust mite covers.
<b>Enzyme-potentiated Desensitization</b>	You are not covered for enzyme-potentiated desensitization for asthma.
<b>Erectile Dysfunction</b>	You are not covered for services and supplies (including prosthetic devices) related to erectile dysfunction except if due to an organic cause. This includes, but is not limited to, penile implants. You are not covered for drug therapies related to erectile dysfunction except certain injectables approved by us to treat erectile dysfunction due to an organic cause.
<b>Extracorporeal Shock Wave Therapy</b>	You are not covered for extracorporeal shock wave therapy except for the treatment of kidney stones.
<b>False Statements</b>	You are not covered for services and supplies if you are eligible for care only by reason of a false statement or other misrepresentation that you made on an enrollment form for membership or in any claims for benefits. If we pay benefits to you or your provider before learning of any false statement, you are responsible for reimbursing us.
<b>Foot Orthotics</b>	You are not covered for foot orthotics except for specific diabetic conditions as defined by Medicare guidelines.
<b>Genetic Testing and Screening</b>	You are not covered for genetic tests and screening except as stated in <i>Chapter 4: Description of Benefits</i> under <i>Testing, Laboratory, and Radiology</i> .
<b>Growth Hormone Therapy</b>	You are not covered for growth hormone therapy except as stated in <i>Chapter 4: Description of Benefits</i> .
<b>Hair Loss</b>	You are not covered for services or supplies, related to the treatment of baldness or hair loss regardless of condition. This includes hair transplants and topical medications.
<b>Hypnotherapy</b>	You are not covered for hypnotherapy.
<b>Intradiscal Electro Thermal Therapy (IDET)</b>	You are not covered for intradiscal electro thermal therapy.
<b>Motor Vehicles</b>	This plan does not cover the cost to buy or rent motor vehicles such as cars and vans. You are also not covered for equipment and costs related to converting a motor vehicle to accommodate a disability.

## Chapter 6: Services Not Covered

<b>Personal Convenience Items and Supplies</b>	You are not covered for personal convenience items such as ramps, home remodeling, hot tubs, swimming pools or personal convenience supplies such as surgical stockings and disposable underpads.
<b>Physical Examinations</b>	You are not covered for physical examinations that are performed solely for the purpose of insurance or employment.
<b>Radiation (Nonionizing)</b>	You are not covered for treatment with nonionizing radiation.
<b>Radiation (High-dose)</b>	You are not covered for high-dose radiotherapy except when provided in conjunction with stem-cell transplants described in <i>Chapter 4: Description of Benefits</i> under <i>Stem-Cell Transplants (including Bone Marrow Transplants)</i> .
<b>Self-Help or Self-Cure</b>	You are not covered for self-help and self-cure programs or equipment.
<b>Sexual Transformation</b>	You are not covered for services and supplies related to sexual transformation regardless of cause. This includes, but is not limited to, sexual transformation surgery.
<b>Sexual Dysfunction</b>	You are not covered for services or supplies related to sexual dysfunction, regardless of cause. This includes, but is not limited to, penile implants.
<b>Supplies</b>	You are not covered for take home supplies or supplies billed separately by your provider when the supplies are integral to services performed by your provider.
<b>Travel Immunizations</b>	You are not covered for travel immunizations.
<b>Thoracic Electric Bioimpedance (Outpatient)</b>	You are not covered for outpatient thoracic electric bioimpedance.
<b>Topical Hyperbaric Oxygen Therapy</b>	You are not covered for topical hyperbaric oxygen therapy.
<b>Travel or Lodging Cost</b>	You are not covered for the cost of travel or lodging, except as described in <i>Chapter 4: Description of Benefits</i> under <i>Miscellaneous Medical Treatments, Inter-island Transportation</i> .
<b>Vertebral Axial Decompression (VAX-D)</b>	You are not covered for vertebral axial decompression.
<b>Vitamins, Minerals and Food Supplements</b>	You are not covered for vitamins, minerals or food supplements except as described in <i>Chapter 4: Description of Benefit</i> under <i>Miscellaneous Medical Treatments</i> .
<b>Weight Reduction Programs</b>	You are not covered for weight reduction programs and supplies, whether or not weight reduction is medically appropriate. This includes dietary supplements, food, equipment, lab tests, exams, and prescription drugs and supplies.
<b>Wigs</b>	You are not covered for wigs and artificial hairpieces.

**CHAPTER**  
**7**

**This Chapter Covers**

- When to File Claims ..... 61
- How to File Claims ..... 61
- What Information You Must File ..... 61
- Other Claim Filing Information ..... 62

**When to File Claims**

**Submit within 90 Days**

Most providers in Hawaii file claims for you. If your provider does not file for you, please submit an itemized bill or receipt. The bill or receipt must be submitted within 90 days of the last day on which you received services. It must list the services you received. No payment will be made on any claim received by us more than one year after the last day on which you received services. If you have any questions after reading this section, please contact us. Our phone numbers are listed in *Chapter 1: Important Information*.

**How to File Claims**

**One Claim Per Person and Per Provider**

File a separate claim for each covered family member and each provider. You should follow the same procedure for filing a claim for services received in- or out-of-state or out-of-country.

**What Information You Must File**

**Subscriber Number**

The subscriber number that appears on your member card.

**Provider Statement**

The provider statement must be from your provider. All services must be itemized. (Statements you prepare, cash register receipts, receipt of payment notices or balance due notices cannot be accepted.) Without the provider statement, claims are not eligible for benefits. It is helpful to us if the provider statement is in English on the stationery of the provider who performed the service. An accompanying English translation is acceptable.

The provider statement must include:

- Provider's full name and address.
- Patient's name.
- Date(s) you received service(s).
- Date of the injury or start of illness.
- The charge for each service in U.S. currency.
- Description of each service.

## Chapter 7: Filing Claims

- Diagnosis or type of illness or injury.
- Where you received the service (office, outpatient, hospital, etc.).
- If applicable, information about other health coverage you may have.

### Telephone Number

Please include a phone number where you can be reached during the day.

### Signature

Make sure you sign the claim.

### Proof of Payment

Make sure you enclose proof of payment.

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### Other Claim Filing Information

#### Where to Send Claim

For Physician claims, send to:  
HPH – HCFA 1500 claims  
P.O. Box 44500  
Honolulu, Hawaii 96804-4500

For Facility claims, send to:  
HPH – UB92 claims  
P.O. Box 32700  
Honolulu, Hawaii 96803-2700

#### Keep a Copy

You should keep a copy of the information for your records.

Information given to us will not be returned to you.

#### Report to Member

Once we get and process your claim, we will send you a report explaining your benefits not later than 30 days after we get a claim you submit. The **Report To Member** tells you how we processed the claim. It includes services performed, the actual charge, any adjustments to the actual charge, our eligible charge, the amount we paid, and the amount you owe.

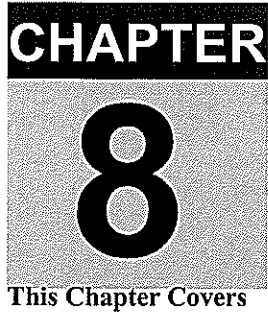
If we require more information to make a decision about your claim or are unable to make a decision due to circumstances beyond our control, we will extend the time for an additional 15 days. We will let you know within the initial 30-day period why we are extending the time and when you can expect our decision. If we require more information, you will have at least 45 days to provide us the information.

If your claims are denied, our report will explain the denial.

If, for any reason, you believe we wrongly denied a claim or coverage request, please call our phone numbers listed in *Chapter 1: Important Information*. If you are not satisfied with the information you receive, and you wish to pursue a claim for coverage, you may request an appeal. See *Chapter 8: Dispute Resolution*.

#### Cash or Deposit any Benefit Payment in a Timely Manner

If a check is enclosed with your Report To Member, you must cash or deposit the check before the check's expiration date. If you ask us to reissue the expired check, there will be a service charge.



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**Your Request for an Appeal**

**Writing Us to Request an Appeal**

If you wish to dispute a decision made by HMSA related to coverage, reimbursement, this Agreement, or any other decision or action by HMSA you must ask for an appeal. Your request must be in writing unless you are asking for an expedited appeal. We must receive it within one year from the date of the action or decision you are contesting. In the case of coverage or reimbursement disputes, this is one year from the date we first informed you of the denial or limit of your claim, or of the denial of coverage for any requested service or supply.

Send written requests to:  
HPH  
Attn: Appeals Coordinator  
P.O. Box 1958  
Honolulu, HI 96805-1958

Or, send us a fax at (808) 952-7546

And, provide the information described in the section below labeled “What Your Request Must Include”. Requests that do not comply with the requirements of this chapter will not be recognized or treated as an appeal by us.

If you have any questions about appeals, you can call us at (808) 948-5090, or toll free at 1-800-462-2085.

**Appeal of Our Precertification Decision**

We will respond to your appeal as soon as possible given the medical circumstances of your case. It will be within 30 days after we receive your appeal.

**Appeal of Any Other Decision or Action**

We will respond to your appeal within 60 calendar days after we receive your appeal.

**Expedited Appeal**

You may ask for an expedited appeal if the time periods for appeals above may:

- Seriously risk your life or health,
- Seriously risk your ability to gain maximum functioning, or
- Subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the appeal.

You may ask for an expedited appeal by calling us at (808) 948-5090, or toll free at 1-800-462-2085.

We will respond to your request for expedited appeal as soon as possible taking into account your medical condition. It will be no later than 72 hours of our receipt of your request.

## Chapter 8: Dispute Resolution

### Who Can Request an Appeal

Either you or your authorized representative may ask for an appeal. Authorized representatives include:

- Any person you authorize to act on your behalf as long as you follow our procedures. This includes filing a form with us. To get a form to authorize a person to act on your behalf, call us at (808) 948-5090, or toll free at 1-800-462-2085. (Requests for appeal from an authorized representative who is a physician or practitioner must be in writing unless you are asking for an expedited appeal.)
- A court appointed guardian or an agent under a health care proxy.

### What Your Request Must Include

To be recognized as an appeal, your request must include all of this information:

- The date of your request.
- Your name.
- The date of the service we denied or date of the contested action or decision. For precertification for a service or supply, it is the date of our denial of coverage for the service or supply.
- The subscriber number from your member card.
- The provider name.
- A description of facts related to your request and why you believe our action or decision was in error.
- Any other details about your appeal. This may include written comments, documents, and records you would like us to review.

You should keep a copy of the request for your records. It will not be returned to you.

### Information Available From Us

If your appeal relates to a claim for benefits or request for precertification, we will provide upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim as defined by the Employee Retirement Income Security Act.

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### If You Disagree with Our Appeal Decision

If you are enrolled in an employer sponsored group plan subject to the Employee Retirement Income Security Act (ERISA) and you would like to appeal HMSA's decision, you must do one of the following:

- Request a review by an independent review organization, if the service requested was determined to not meet HMSA's Payment Determination Criteria,
- Request arbitration before a mutually selected arbitrator, or
- File a lawsuit against HMSA under section 502(a) of ERISA.

### Request for Review by Independent Review Organization

If you request review by an Independent Review Organization, the review will be at no cost to you. You must submit your written request within 180 days of the date of HMSA's appeal decision to:

HMSA  
Attn: Appeals Coordinator  
P.O. Box 1958  
Honolulu, Hawaii 96805-1958

Or, send us a fax at (808) 952-7546

If you are not enrolled in an employer sponsored group plan subject to ERISA, you must request either arbitration before a mutually selected arbitrator or a review by a panel appointed by the Hawaii State Insurance Commissioner.

### Request for Arbitration

If you choose arbitration, you must submit a written request for arbitration to HMSA, Legal Services, P.O. Box 860, Honolulu, Hawaii 96808-0860. Your request for arbitration will not affect your rights to any other benefits under this



## Chapter 8: Dispute Resolution

plan. You must have fully complied with HMSA's appeals procedures described above and we must get your request for arbitration within one year of the decision rendered on appeal. In arbitration, one person (the arbitrator) reviews the positions of both parties and makes the final decision to resolve the issues. No other parties may be joined in the arbitration. The arbitration is binding and the parties waive their right to a court trial and jury.

Before arbitration starts, both parties (you and we) must agree on the person to be the arbitrator. If we both cannot agree within 30 days of your request for arbitration, either party may ask the First Circuit Court of the State of Hawaii to appoint an arbitrator.

The arbitration hearing shall be in Hawaii. The rules of the arbitration shall be those of the Dispute Prevention and Resolution, Inc. to the extent not inconsistent with this *Chapter 8: Dispute Resolution*. The arbitration shall be conducted in accord with the Federal Arbitration Act, 9 U.S.C. §1 et seq., and such other arbitration rules as both parties agree on.

The arbitrator will make a decision as quickly as possible and will give both parties a copy of this decision. The decision of the arbitrator is final and binding. No further appeal or court action can be taken except as provided under the Federal Arbitration Act.

HMSA will pay the arbitrator's fee. You must pay your attorney's or witness's fees, if you have any, and we must pay ours. The arbitrator will decide who will pay all other costs of the arbitration.

HMSA waives any right to assert that you have failed to exhaust administrative remedies because you did not select arbitration.

### **Request for Review by Insurance Commissioner**

If you are not in an employer sponsored group plan subject to ERISA, and you select review by a panel selected by the Hawaii Insurance Commissioner, you must submit a request for review within 60 days of the date of HMSA's appeal decision to the Insurance Commissioner. The address is:

Hawaii Insurance Division  
ATTN: Health Insurance Branch – External Appeals  
335 Merchant Street, Room 213  
Honolulu, HI 96813  
Telephone: (808) 586-2804

If your request for review is accepted by the Commissioner, the Commissioner will appoint a three member panel. The panel will be made up of a representative from another health plan, a provider not involved in your care, and a representative from the Commissioner's office. A hearing will be conducted within 60 days. The panel will issue a decision within 30 days of the hearing. If the amount in controversy is less than \$500, the Commissioner may conduct a review hearing without a review panel.

You may ask for an expedited review by the Insurance Commissioner if the above time frames may:

- Seriously risk your life or health,
- Seriously risk your ability to gain maximum functioning, or
- Subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the appeal.

If your request for review is not accepted by the Commissioner or if your appeal of HMSA's decision contains issues that are not within the scope of the Commissioner's jurisdiction, then disputes of these issues must be resolved by arbitration before a mutually selected arbitrator as described above.

If you need help in determining if you are a member of an ERISA plan, please call HMSA at (808) 948-5090 for assistance in determining if review is available in your case.



# Chapter 9: Coordination of Benefits and Third Party Liability

## CHAPTER 9

### This Chapter Covers

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- General Coordination Rules .....68
- Dependent Children Coordination Rules .....68
- Motor Vehicle Insurance Rules .....68
- Medicare Coordination Rules .....69
- Third Party Liability Rules .....70

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### What Coordination of Benefits Means

#### Coverage that Provides Same or Similar Coverage

You may have other insurance coverage that provides benefits that are the same or similar to this plan.

When this plan is primary, its benefits are determined before those of any other plan and without considering any other plan's benefits. When this plan is secondary, its benefits are determined after those of another plan and may be reduced because of the primary plan's payment. As the secondary plan, this plan's payment will not exceed the amount this plan would have paid if it had been your only coverage. Additionally, when this plan is secondary, benefits will be paid only for those services or supplies covered under this plan.

If there is an applicable benefit maximum under this plan, the service or supply for which payment is made by either the primary or the secondary plan shall count toward that benefit maximum. For example, this plan covers one tuberculin test per calendar year, if this plan is secondary and your primary plan covers one tuberculin test per calendar year, the test covered under the primary plan will count toward the yearly benefit maximum and this plan will not provide benefits for a second test within the calendar year. However, the first twenty days of confinement to a skilled nursing facility that are paid in full by Medicare shall not count toward the benefit maximum.

#### What You Should Do

When you get services, you need to let us know if you have other coverage.

Other coverage includes:

- Group insurance.
- Other group benefit plans.
- Nongroup insurance.
- Medicare or other governmental benefits.
- The medical benefits coverage in your automobile insurance (whether issued on a fault or no fault basis).

You should also let us know if your other coverage ends or changes.

If we need more details regarding your other coverage, we will contact you in writing. Your benefit payment may be delayed or denied if you do not provide the information we need to coordinate your benefits.

## Chapter 9: Coordination of Benefits and Third Party Liability

To help us coordinate your benefits, you should:

- Inform your provider by giving him or her information about the other coverage at the time services are rendered, and
- Indicate that you have other coverage when you fill out a claim form by completing the appropriate boxes on the form.

### What We Will Do

Once we have the information about your other coverage, we will coordinate benefits for you. There are certain rules we follow to help us determine which plan pays first when there is other insurance or coverage that provides the same or similar benefits as this plan.

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### General Coordination Rules

This section lists four common coordination rules. The complete text of our coordination of benefits rules is available on request.

#### No Coordination Rules

The coverage without coordination of benefits rules pays first.

#### Member Coverage

The coverage you have as an employee pays before the coverage you have as a spouse or dependent child.

#### Active Employee Coverage

The coverage you have as the result of your active employment pays before coverage you hold as a retiree or under which you are not actively employed.

#### Earliest Effective Date

When none of the general coordination rules apply (including those not described above), the coverage with the earliest continuous effective date pays first.

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### Dependent Children Coordination Rules

#### Birthday Rule

For a child who is covered by both parents who are not separated or divorced and have joint custody, the coverage of the parent whose birthday occurs first in a calendar year pays first.

#### Court Decree Stipulates

For a child who is covered by separated or divorced parents and a court decree says which parent has health insurance responsibility, that parent's coverage pays first.

#### Court Decree Does Not Stipulate

For a child who is covered by separated or divorced parents and a court decree does not stipulate which parent has health insurance responsibility, then the coverage of the parent with custody pays first. The payment order for this dependent child is as follows:

- (1) Custodial parent.
- (2) Spouse of custodial parent.
- (3) Non-custodial parent.
- (4) Spouse of non-custodial parent.

#### Earliest Effective Date

If none of these rules apply, the parent's coverage with the earliest continuous effective date pays first.

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### Motor Vehicle Insurance Rules

#### Automobile Coverage

If your injuries or illness are due to a motor vehicle accident or other event for which we believe motor vehicle insurance coverage reasonably appears available under Hawaii Revised Statutes Chapter 431, Article 10C, then that motor vehicle coverage will pay before this coverage.

You are responsible for any cost sharing payments required under any motor vehicle insurance coverage. We do not cover such cost sharing payments.

## Chapter 9: Coordination of Benefits and Third Party Liability

Before we pay benefits under this coverage for an injury covered by motor vehicle insurance, you must give us a list of medical expenses paid by the motor vehicle insurance. The list must show the date expenses were incurred, the provider of service, and the amount paid by the motor vehicle insurance.

We will review the list of expenses to verify that the motor vehicle insurance coverage available under Hawaii Revised Statutes Chapter 431, Article 10C is exhausted. After it is verified, you are eligible for covered services in accord with this Guide to Benefits.

Please note that you are also subject to the Third Party Liability Rules at the end of this chapter: (1) if your injury or illness is caused or alleged to have been caused by someone else and you have or may have a right to recover damages or receive payment in connection with the illness or injury, or (2) if you have or may have a right to recover damages or receive payment without regard to fault (other than coverage available under Hawaii Revised Statutes Chapter 431, Article 10C).

Any benefits paid by us in accord with this section or the Third Party Liability Rules, are subject to the provisions described later in this chapter under Third Party Liability Rules.

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### Medicare Coordination Rules

#### **Medicare as Secondary Payer**

Since 1980, Congress has passed legislation making Medicare the secondary payer and group health plans the primary payer in a variety of situations. These laws apply only if you have both Medicare and employer group health coverage, and your employer has the minimum required number of employees as described in the following paragraphs. For more information, contact your employer or the Centers for Medicare and Medicaid Services.

#### **If You are Age 65 or Older**

If your group employs 20 or more employees and if you are age 65 or older and eligible for Medicare only because of your age, the coverage described in this plan will be provided before Medicare benefits as long as your employer or group health plan coverage is based on your status as a current active employee or the status of your spouse as a current active employee.

#### **If You are Under Age 65 with Disability**

If your employer or group employs 100 or more employees and you are under age 65 and eligible for Medicare only because of a disability (and not ESRD), coverage under this plan will be provided before Medicare benefits as long as your group health plan coverage is based on your status as a current active employee or the status of your spouse as a current active employee or on the current active employment status of an individual for whom you are a dependent.

#### **If You are Under Age 65 with End-Stage Renal Disease (ESRD)**

If you are under age 65 and eligible for Medicare only because of ESRD (permanent kidney failure), coverage under this plan will be provided before Medicare benefits, only during the first 30 months of your ESRD coverage. Then, the coverage described in this plan will be reduced by the amount that Medicare pays for the same covered services.

#### **Dual Medicare Eligibility**

If you are eligible for Medicare because of ESRD and a disability, or because of ESRD and you are age 65 or older, the coverage under this plan will be provided before Medicare benefits during the first 30 months of your ESRD Medicare coverage if this plan was primary to Medicare when you became eligible for ESRD benefits.

#### **This Plan Secondary Payer to Medicare**

If you are covered under both Medicare and this plan, and Medicare is allowed by law to be the primary payer, coverage under this plan will be reduced by the amount of benefits paid by Medicare. We will coordinate benefits under this plan up to the Medicare approved charge not to exceed the amount this plan would have paid if it had been your only coverage. If you are entitled to Medicare benefits, we will begin paying benefits after all Medicare benefits (including lifetime reserve days) are exhausted.

## Chapter 9: Coordination of Benefits and Third Party Liability

If you receive inpatient services and have coverage under Medicare Part B only or have exhausted your Medicare Part A benefits, we will pay inpatient benefits based on our eligible charge less any payments made by Medicare for Part B benefits (i.e., inpatient lab, diagnostic and x-ray services).

Benefits will be paid after we apply any deductible you may have under this plan.

### Facilities or Providers Not Eligible or Entitled to Medicare Payment

When you receive services at a facility or by a provider that is not eligible or entitled to receive reimbursement from Medicare, and Medicare is allowed by law to be the primary payer, we will limit payment to an amount that supplements the benefits that would have been payable by Medicare had the facility or provider been eligible or entitled to receive such payments, regardless of whether or not Medicare benefits are paid.

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### Third Party Liability Rules

#### If You Have Coverage Under Worker's Compensation or Motor Vehicle Insurance

If you have or may have coverage under worker's compensation or motor vehicle insurance for the illness or injury, please note the following:

- **Worker's Compensation Insurance.** If you have or may have coverage under worker's compensation insurance, such coverage will apply instead of the coverage under this Guide to Benefits. Medical expenses arising from injuries or illness covered under worker's compensation insurance are excluded from coverage under this Guide to Benefits.
- **Motor Vehicle Insurance.** If you are or may be entitled to medical benefits from your automobile coverage, you must exhaust those benefits first, before receiving benefits from us. Please refer to the section in this Chapter entitled "Motor Vehicle Insurance Rules" for a detailed explanation of the rules that apply to your automobile coverage.

#### What Third Party Liability Means

Third party liability is when you are injured or become ill and:

- The illness or injury is caused or alleged to have been caused by someone else and you have or may have a right to recover damages or receive payment in connection with the illness or injury; or
- You have or may have a right to recover damages or receive payment without regard to fault.

In such cases, any payment made by us on your behalf in connection with such injury or illness will only be in accord with the following rules.

#### What You Need to Do

Your cooperation is required for us to determine our liability for coverage and to protect our rights to recover our payments. We will provide benefits in connection with the injury or illness in accord with the terms of this Guide to Benefits only if you cooperate with us by doing the following:

- **Give Us Timely Notice.** You must give us timely notice in writing of each of the following: (1) your knowledge of any potential claim against any third party or other source of recovery in connection with the injury or illness; (2) any written claim or demand (including legal proceeding) against any third party or against other source of recovery in connection with the injury or illness; and (3) any recovery of damages (including any settlement, judgment, award, insurance proceeds, or other payment) against any third party or other source of recovery in connection with the injury or illness. To give timely notice, your notice must be no later than 30 calendar days after the occurrence of each of the events stated above;

## Chapter 9: Coordination of Benefits and Third Party Liability

- **Sign Requested Documents.** You must promptly sign and deliver to us all liens, assignments, and other documents we deem necessary to secure our rights to recover payments. You hereby authorize and direct any person or entity making or receiving any payment on account of such injury or illness to pay to us so much of such payment as needed to discharge your reimbursement obligations described above;
- **Provide Us Information.** You must promptly provide us any and all information reasonably related to our investigation of our liability for coverage and our determination of our rights to recover payments. We may ask you to complete an Injury/Illness report form, and provide us medical records and other relevant information;
- **Do Not Release Claims Without Our Consent.** You must not release, extinguish, or otherwise impair our rights to recover our payments, without our express written consent; and
- **Cooperate With Us.** You must cooperate to help protect our rights under these rules. This includes giving notice of our lien as part of any written claim or demand made against any third party or other source of recovery in connection with the illness or injury.

Any written notice required by these Rules must be sent to:

HMSA  
Attn: 8 CA/Other Party Liability  
P.O. Box 860  
Honolulu, Hawaii 96808-0860

If you do not cooperate with us as described above, your claims may be delayed or denied. We shall be entitled to reimbursement of payments made on your behalf to the extent that your failure to cooperate has resulted in erroneous payments of benefits or has prejudiced our rights to recover payments.

### Payment of Benefits Subject to Our Right to Recover Our Payments

If you have complied with the rules above, we will pay benefits in connection with the injury or illness to the extent that the medical treatment would otherwise be a covered benefit payable under this Guide to Benefits. However, we shall have a right to be reimbursed for any benefits we provide, from any recovery received from or on behalf of any third party or other source of recovery in connection with the injury or illness, including, but not limited to, proceeds from any:

- Settlement, judgment, or award;
- Motor vehicle insurance including liability insurance or your underinsured or uninsured motorist coverage;
- Workplace liability insurance;
- Property and casualty insurance;
- Medical malpractice coverage; or
- Other insurance.

We shall have a first lien on such recovery proceeds, up to the amount of total benefits we pay or have paid related to the injury or illness. You must reimburse us for any benefits paid, even if the recovery proceeds obtained (by settlement, judgment, award, insurance proceeds, or other payment):

- Do not specifically include medical expenses;
- Are stated to be for general damages only;
- Are for less than the actual loss or alleged loss suffered by you due to the injury or illness;
- Are obtained on your behalf by any person or entity, including your estate, legal representative, parent, or attorney;
- Are without any admission of liability, fault, or causation by the third party or payor.

## Chapter 9: Coordination of Benefits and Third Party Liability

Our lien will attach to and follow such recovery proceeds even if you distribute or allow the proceeds to be distributed to another person or entity. Our lien may be filed with the court, any third party or other source of recovery money, or any entity or person receiving payment regarding the illness or injury.

If we are entitled to reimbursement of payments made on your behalf under these rules, and we do not promptly receive full reimbursement pursuant to our request, we shall have a right of set-off from any future payments payable on your behalf under this Guide to Benefits.

To the extent that we are not reimbursed for the total benefits we pay or have paid related to your illness or injury, we have a right of subrogation (substituting us to your rights of recovery) for all causes of action and all rights of recovery you have against any third party or other source of recovery in connection with the illness or injury.

Our rights of reimbursement, lien, and subrogation described above, are in addition to all other rights of equitable subrogation, constructive trust, equitable lien and/or statutory lien we may have for reimbursement of these payments. All of these rights are preserved and may be pursued at our option against you or any other appropriate person or entity.

For any payment made by us under these rules, you are still responsible for your copayments, deductibles, timeliness in submission of claims, and other obligations under this Guide to Benefits.

Nothing in these Third Party Liability Rules shall limit our ability to coordinate benefits as described in this Chapter.



**CHAPTER**  
**10**

**This Chapter Covers**

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**Eligibility for Coverage**

**When You are Eligible for Coverage**

You may enroll in this coverage when you are first eligible according to your employer's rules for eligibility. If you do not enroll in this coverage when you first become eligible or by the first day of the month immediately following the first four consecutive weeks of employment, you will not be eligible to enroll until the next open enrollment period. *Open Enrollment* happens once a year. However, if you show us to our satisfaction that there was unusual and justifiable cause for submitting your enrollment form late, you may enroll sooner.

*Please note:* To be eligible, you must also live in the service area of the health center specified on your enrollment form.

**Categories of Coverage**

There are different categories of coverage you may hold.

- With single coverage, you are the only one covered.
- With family coverage, you, and your spouse, and each of your eligible, dependent children have coverage. Each covered family member must be listed on the employee's enrollment form or added later as a new dependent.

**Enrollment Process**

You must enroll your spouse or child(ren) by naming him or her on the enrollment form or other form and submitting it within 31 days of the date the spouse or child becomes eligible. If you do not enroll within this time frame, you may enroll at the next open enrollment period. Open enrollment takes place once a year.

**What You Should Know about Enrolling Your Child(ren)**

In general, you may enroll a child if the child meets all of these requirements:

- The child is your natural child, your legally adopted child or a child placed with you for adoption, a stepchild, or a child for whom you are the court-appointed guardian.
- The child is under 19 years of age.
- The child is not married.

Also, you may enroll children who meet all of the criteria in one of these categories:

- Children Who Are Students
- Children with Special Needs
- Children Who Are Newborns or Adopted

## Chapter 10: General Provisions

### Children Who are Students

Your child may qualify to be enrolled as a student subject to your employer's arrangement with HMSA if all these statements are true:

- Your child is enrolled in an educational institution (such as a high school, college, junior college, university, trade school, business school, or industrial educational center) for not less than the minimal number of credit hours required by such educational institution for full time students.
- Your child is not married.
- Your child is a legal resident of Hawaii.
- Your child is wholly dependent on you for support and maintenance.

### Children with Special Needs

You may enroll your child if he or she is disabled by providing us with written documentation acceptable to us demonstrating that:

- Your child is incapable of self-sustaining support because of a physical or mental disability.
- Your child's disability existed before the child turned 19 years of age.
- Your child relies primarily on you for support and maintenance as a result of his or her disability.
- Your child is not married.
- Your child is enrolled with us under this coverage or another HMSA coverage and has had continuous health care coverage with us since the child's 19<sup>th</sup> birthday.

You must provide this documentation to us within 31 days of the child's 19<sup>th</sup> birthday and subsequently at our request but not more frequently than annually after the child reaches 21 years of age.

### Children Who are Newborns or Adopted

You may enroll a newborn or adopted child, effective as of the date listed below, if you comply with the requirements described below and enroll the child in accord with our usual enrollment process:

- The birth date of a newborn, providing you comply with our usual enrollment process within 31 days of the child's birth.
- The birth date of a newborn adopted child, providing we receive notice of your intent to adopt the newborn within 31 days of the child's birth.
- The date the child is placed with you for adoption, providing we receive notice of the placement within 31 days of the placement. Placement occurs when you assume a legal obligation for total or partial support of the child in anticipation of adoption.

### Qualified Medical Child Support Order (QMCSO)

Qualified Medical Child Support Orders or QMCSOs are court orders which meet certain federal guidelines and require a person to provide health benefits coverage for a child. Claims for benefits for a child covered by a Qualified Medical Child Support Order may be made by any of the following:

- The child.
- The child's custodial parent.
- The child's court-appointed guardian.
- Any benefits otherwise payable to the member with respect to any such claim shall be payable to the child's custodial parent or court-appointed guardian.

If you would like more information about how HMSA handles QMCSOs, you may request a copy of HMSA's procedures governing QMCSO determinations. A copy will be mailed to you without charge.

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### When Coverage Begins

#### When You are Eligible to Receive Benefits

This coverage takes effect and you are eligible to receive benefits on your effective date, as long as:

- Your initial dues were paid.
- We accepted your enrollment form and gave you written notice of your effective date; and
- You are not in the hospital on the day coverage goes into effect.

If you are an inpatient when this coverage begins, and you had no other insurance or coverage immediately prior, then coverage for services related to the hospitalization begins on the effective date of this coverage. If you had other insurance or coverage immediately prior, then coverage for any services related to the hospitalization either a) begins on the effective date of this coverage, or b) does not begin until the day after your discharge from the hospital or other inpatient facility. We will work with your prior insurer or coverage to determine which option applies to you. This limit does not apply to you if you had medical coverage with us immediately prior to the effective date of this coverage. Please call us if this limit applies to you so that we can help you determine your rights to coverage.

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### When Coverage Ends

#### Reasons for Coverage Termination

Unless prohibited by state or federal law, your coverage will end at the end of the month in which any of the following takes place:

- You choose to end this coverage. In this case, you must provide written notice of your intent to terminate 30 days before the termination date.
- You or your employer or group sponsor fails to make payments to us when due, or your employer or group sponsor decides to discontinue this coverage, and we have given 10-days advance written notice to your employer and the Director of the Hawaii Department of Labor and Industrial Relations.
- Your employer or group sponsor decides to replace this coverage with another coverage and there is no lapse in coverage.
- We end our agreement with your employer or group sponsor, and we have given 10-days advance written notice to your employer and the Director of the Hawaii Department of Labor and Industrial Relations.
- For *the member*, upon your retirement, termination of employment, severance from the group, or termination of this Agreement.
- For *the member's spouse*, upon your termination of coverage or upon the dissolution of the marriage.
- For *the member's children*, when any of the following occurs:
  - The member's coverage ends; or
  - The child fails to meet the criteria outlined earlier in this chapter under *What You Should Know about Enrolling Your Child(ren)*.

Also, Health Plan Hawaii may terminate a member's or dependent's Health Center enrollment under this plan if any of the following occur:

- You engage in conduct, such as the examples listed below, that, in our opinion, seriously jeopardizes our ability to provide plan benefit services:
  - Refusing to follow recommended treatment or medical procedure and the physician believes that no professionally acceptable alternative exists;
  - Refusing to follow prescribed Health Center provider's operational procedures; or

## Chapter 10: General Provisions

- Engaging in repeated disruptive behavior or threatens infliction of bodily harm to others.
- You fail to pay copayments or other amounts owed to the Health Center provider.
- You use a member card other than the one under which you are enrolled or permit a person not enrolled under your member card to use it.

### Notifying Us when Your Child's Eligibility Ends

You must inform us, in writing, if a child no longer meets the eligibility requirements. You must notify us on or before the first day of the month following the month the child no longer meets the requirements. For example, your child graduates from college on June 1. You would need to notify us by July 1.

If you fail to inform us that your child is no longer eligible, and we make payments for services on his or her behalf, you must reimburse us for the amount we paid.

### Termination for Fraud

Your eligibility for coverage will terminate immediately if you use this coverage fraudulently or you misrepresent or conceal material facts in your enrollment form. If your coverage is terminated for fraud, misrepresentation, or the concealment of material facts:

- We will not pay for any services or supplies provided after the date the coverage is terminated.
- You agree to reimburse us for any payments we made under this coverage.
- We will retain our full legal rights. This includes the right to initiate a civil action based on fraud, concealment or misrepresentation.

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### Continued Coverage

#### Continued Coverage Under Federal Law – COBRA Rights

When your coverage ends under this Agreement you may have the opportunity to continue your group coverage for a limited time under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The act applies to employers with 20 or more employees.

#### Qualifying Events

COBRA entitles you and your eligible dependents, if already covered, to continue this coverage if coverage is lost due to any of the following qualifying events:

- Employer or group sponsor from whom you retired files bankruptcy under federal law.
- Death of the employee covered under this coverage.
- Divorce or legal separation.
- Child no longer meets our eligibility rules.
- Enrollment in Medicare.
- Termination of employment for reasons other than gross misconduct, or if your work hours are reduced to the point that you are no longer eligible for coverage.

Please note that dependents covered as domestic partners are not eligible for COBRA coverage.

If you lose your coverage, contact your employer or group sponsor immediately. You are entitled to get a COBRA election form within 44 days if the qualifying event is a termination of employment or reduction in hours. If the qualifying event is divorce, legal separation, or a child ceasing to be a dependent child, the form and notice must be provided to you within 14 days after you notify your employer of the event.

## Chapter 10: General Provisions

**Please note:** You or your spouse are responsible for notifying your employer or group sponsor of your divorce or legal separation, or if a child loses eligibility status under our rules for coverage.

If you or your spouse believes you have had a qualifying event and you have not received your COBRA election form on a timely basis, please contact your employer.

### Payment of COBRA Premiums

If you or your dependents are entitled to and elect COBRA continuation coverage, you must pay your employer the premiums for the continuing coverage that may be up to 102% of the full cost of the coverage. In the case of a disabled individual whose coverage is being continued for 29 months, you or your dependents may be required to pay up to 150% of the full cost of the coverage for any month after the 18<sup>th</sup> month.

Within 45 days of the date you elect COBRA coverage you must pay an initial COBRA premium to cover from the date of your qualifying event to the date of your election. You will be notified of the amount of the premiums you must pay thereafter. If you fail to make the initial payment or any subsequent payment in a timely fashion (a 30 days grace period applies to late subsequent payments), your COBRA coverage will terminate.

### What You Must Do

If you wish to continue your coverage, you must complete an election form and submit it to your employer within 60 days of the later of the date:

- You are no longer covered; or
- You are notified of the right to elect COBRA continuation coverage.

You or your dependents must notify your employer in the following circumstances:

- If coverage for you or your dependents is being continued for 18 months under COBRA and it is determined under Title XVI of the Social Security Act that you or your dependent was disabled on the date of, or within 60 days of, the event that would have caused coverage to terminate, then you or your dependent must notify your employer of such determination. Notice must be provided within 60 days of the determination of disability. Notice must also be given within 30 days of any notice that you or your dependent is no longer disabled.
- If coverage for a dependent would terminate due to your divorce, a legal separation, or the dependent's ceasing to be a dependent under this plan, then you or your dependent must provide notice to your employer of the event. This notice must be given within 60 days after the later of the occurrence of the event or the date coverage would terminate due to the occurrence of the event.

If notice is not provided on time, COBRA coverage will not be available to you or your dependents

### Adding Your Child

If during the period of COBRA coverage, a child is born to you or placed with you for adoption and you are on COBRA because you terminated employment or had a reduction in hours, the child can be covered under COBRA and can have election rights of his or her own. Please be aware that dependent children of domestic partners are not eligible for COBRA continuation coverage.

### Length of Coverage Under COBRA

Continuation coverage ends at the earliest of one of these events:

- The last day of the 18-, 29-, or 36-month maximum coverage period, whichever is applicable. If you or any of your dependents who has elected COBRA coverage is determined to be disabled under the Social Security Act during the first 60 days of continuation coverage, your COBRA coverage may continue for up to 29 months. The 29-month period will apply to you and your eligible dependents who elected COBRA coverage. You must provide notice of the disability determination to your employer within 60 days after the determination.

## Chapter 10: General Provisions

- The first day (including grace periods, if that applies) on which timely payment is not made by you.
- The date on which the employer ceases to maintain any group health plan (including successor plans).
- The date the qualified beneficiary enrolls in Medicare benefits. **Qualified Beneficiary** means, with respect to a covered employee under a group health plan, any other individual who, on the day before the qualifying event for that employee, is a beneficiary under the plan:
  - as the spouse of the covered employee; or
  - as the dependent child of the covered employee.
- The first day on which a beneficiary is actually covered by any other group health plan. However, if the new group health plan contains an exclusion or limitation relating to any preexisting condition of the beneficiary, then coverage will end on the earlier of the satisfaction of the waiting period for preexisting conditions contained in the new group health plan, or the occurrence of any one of the other events stated in this chapter.

If the new group health plan contains a preexisting condition exclusion, the preexisting condition exclusion period will be reduced by the qualified beneficiary's preceding aggregate periods of creditable coverage (if any). The creditable coverage is applicable to the qualified beneficiary as of the enrollment date in the new group health plan as long as there has been no interruption of coverage longer than 63 days. Creditable Coverage means any of the following:

- A group health plan.
- Health insurance coverage.
- Part A or B of Medicare.
- Medicaid.
- Chapter 55 of Title 10, U.S. Code.
- A medical care program of the Indian Health Service or of a tribal organization.
- A state health benefits risk pool.
- A health plan offered under Chapter 89 of Title 5, U.S. Code.
- A public health plan as defined in government regulations.
- A health benefit plan under section 5(e) of the Peace Corps Act.

### Other Continuation Coverage

If you are not eligible for COBRA coverage, you may be eligible for one of HMSA's individual payment plans. Please call us for more information.

### Continued Coverage if Member Dies

Upon the death of a member, his or her spouse, if not eligible for group coverage, may become a member under an individual payment plan. In this case, all dependent children of such deceased member may continue to be enrolled as though they were dependents of such new member.

### Continued Coverage if You have Medicare

When you are no longer eligible for this coverage and are enrolled in Medicare Parts A and B, you may be eligible to enroll in another HMSA plan. If you would like more information, call us at the number listed in *Chapter 1: Important Information*.

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### Confidential Information

Your medical records and information about your care are confidential. HMSA does not use or disclose your medical information except as allowed or required by law. You may need to provide information to us about your medical treatment or condition. In accordance with law, we may use or disclose your medical information (including providing this information to third parties) for the purposes of payment activities and health care operations such as quality assurance, disease management, provider credentialing, administering the plan, complying with government requirements, and research or education.

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### Dues and Terms of Coverage

#### Dues

You or your employer or group sponsor must pay us on or before the first day of the month in which benefits are to be provided. We have the right to change the monthly dues after 30 days written notice to your employer or group sponsor.

#### Timely Payment

If you or your employer or group sponsor fail to pay monthly dues on or before the due date, we may end coverage, unless all dues are brought current within 10 days of our written notice of default to your employer or group sponsor and the state of Hawaii Department of Labor and Industrial Relations. We are not liable for benefits for services received after the termination date. This includes benefits for services you get if you are enrolled in this coverage under the provisions of the:

- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

#### Terms of Coverage

By submitting the enrollment form, you also accept and agree to the provisions of our constitution and bylaws now in force and as amended in the future. You also appoint your employer or group as your administrator for dues payment and for sending and receiving all notices to and from HMSA concerning the plan.

#### Authority to Terminate, Amend, or Modify Coverage

Your employer or group sponsor has the authority to modify, amend, or end this coverage at any time. If your employer or group sponsor ends this coverage, you are not eligible to receive benefits under this coverage after the termination date. Any amendment or modification proposed by your employer or group sponsor must be in writing and accepted by us in writing.

We have the authority to modify the Agreement provided that we give 30 days prior written notice to your employer or group sponsor.

#### Governing Law

To the extent not superseded by the laws of the U.S., this coverage will be construed in accord with and governed by the laws of the state of Hawaii. Any action brought because of a claim against this coverage will be litigated, arbitrated, or otherwise resolved in the state of Hawaii and in no other.

#### Payment in Error

If for any reason we make payment under this coverage in error, we may recover the amount we paid.

#### Non-Assignment of Benefits

Benefits for covered services described in this guide cannot be transferred or assigned to anyone. Any attempt to assign this coverage or rights to payment will be void.

## Chapter 10: General Provisions

### Notice Address

You may send any notice required by this chapter to:

**HPH**  
**P.O. Box 860**  
**Honolulu, Hawaii 96808-0860**

Any notice from us will be acceptable when addressed to you at your address as it appears in our records.

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### ERISA Information

The Employee Retirement Income Security Act of 1974 (ERISA) provides that you will be entitled to:

- Examine all plan documents and copies of documents (such as annual reports) filed by the plan with the U.S. Department of Labor. You may examine these documents without charge at the plan administrator's office or at specified locations.
- Get copies of plan documents from the plan administrator upon written request. The plan administrator may request a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report if your employer or group sponsor has 100 or more participants in your plan. The plan administrator is required by law to furnish you with a copy of this summary annual report.

In addition to creating rights for you and other participants, ERISA imposes duties upon the people responsible for the operation of your employee benefit plan. The people responsible are called fiduciaries of the plan. Fiduciaries have a duty to operate your employee benefit plan prudently and in the interest of you and your family members. HMSA and the plan administrator (your employer or group sponsor), are fiduciaries under this Agreement; however, HMSA's duties are limited to those described in this Agreement, and the plan administrator is responsible for all other duties under ERISA. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from getting a covered benefit or exercising your rights under ERISA. In general, federal law prohibits health plans from restricting benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. Plans may require authorization for lengths of stay in excess of these time parameters. If your claim for a covered benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to request an appeal and reconsideration of your claim. Under ERISA, there are steps you can take to enforce the above rights.

For instance, if you request plan documents from the plan administrator and do not receive it within 30 days, a federal court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the document, unless the document was not sent because of matters reasonably beyond the control of the plan administrator.



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If you have a claim for benefits that is denied or ignored (in whole or in part), you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person or entity you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator, i.e., your employer or group sponsor. If you have questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20010.



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<b>Acute Care</b>	Inpatient 24-hour hospital care that needs physician and nursing care on a minute-to-minute, hour-to-hour basis.
<b>Actual Charge</b>	The amount a provider bills for a service or supply.
<b>Administrative Review</b>	Administrative review is an approval process that is required for services to be rendered by a provider who is located out of state or who does not participate with HMSA.
<b>Admission</b>	The formal acceptance of a patient into a facility for a medical, surgical, or obstetric care.
<b>Agreement</b>	The document made up of: <ul style="list-style-type: none"><li>▪ This Guide to Benefits;</li><li>▪ Any riders or amendments;</li><li>▪ The enrollment form submitted to us; and</li><li>▪ The Agreement between HMSA and your employer or group sponsor.</li></ul>
<b>Alcohol Dependence</b>	Any use of alcohol that produces a pattern of pathological use that causes impairment in social or occupational functions or produces physiological dependence by physical tolerance or withdrawal.
<b>Allogeneic Transplant</b>	Transplant in which the tissue or organ for a transplant is obtained from someone other than the person receiving the transplant.
<b>Ambulance Service</b>	Local air or ground emergency transport to a hospital in the surrounding area where your transport began.
<b>Ambulatory Surgical Center</b>	A facility that provides surgical services on an outpatient basis for patients who do not need an inpatient, acute care hospital bed.
<b>Ancillary Services</b>	Facility charges other than room or board. For example, charges for inpatient drugs and biologicals, dressings, or medical supplies.
<b>Anesthesia</b>	The use of anesthetics to produce loss of feeling or consciousness, usually with medical treatment such as surgery.
<b>Annual Copayment Maximum</b>	The maximum amount you pay for most covered services in a benefit period. The copayment maximum is reached from copayment amounts you pay in any given calendar year.
<b>Arbitration</b>	When one person (an arbitrator) reviews the positions of two parties who have a dispute and makes a decision to end the dispute.

## Chapter 11: Glossary

<b>Assisting Surgeon</b>	A physician who actively assists the physician in charge during a surgical procedure.
<b>Autologous Transplant</b>	Transplant in which the tissue or organ for a transplant is obtained from the person receiving the transplant.
<b>Away from Home Care</b>	A program sponsored by the Blue Cross and Blue Shield Association. The program offers medical benefits when you need medical care while you are away from your service area (but within the U.S.).
<b>Benefit Maximum</b>	The maximum benefit amount allowed for certain covered services A benefit maximum may limit the dollar amount, the duration, or the number of visits for covered services.
<b>Benefit Period</b>	A benefit period begins on the first day you are admitted to an inpatient hospital or skilled nursing facility (SNF). The benefit period ends when you have not been inpatient at any hospital or SNF for 60 days in a row. If you go to the hospital or SNF after one benefit period has ended, a new benefit period begins.
<b>Benefits</b>	Those medically necessary services and supplies that qualify for payment under this coverage.
<b>Bereavement Services</b>	Services that focus on healing from emotional loss.
<b>Biofeedback</b>	A technique in which a person uses information about a normally unconscious bodily function, such as blood pressure, to gain conscious control over that function. The condition to be treated must be a normally unconscious physiological function. A device or feedback monitoring equipment (i.e., external feedback loop) must be used in the treatment of the condition. The purpose of treatment is to exert control over that physiological function.
<b>Biological Therapeutics and Biopharmaceuticals</b>	Any biology-based therapeutics that structurally mimic compounds found in the body. This includes recombinant proteins, monoclonal and polyclonal antibodies, peptides, antisense oligonucleotides, therapeutic genes, and certain therapeutic vaccines.
<b>Bionic Device</b>	Electronic or electromechanical devices that replace missing body parts and/or enhance one's existing strength and ability.
<b>Blood Transfusion</b>	Transferring blood products such as blood, blood plasma, and saline solutions into a blood vessel, usually a vein.
<b>BlueCard Provider</b>	A provider that participates with the Blue Cross and Blue Shield Association. BlueCard participating providers file claims for you and accept the eligible charge as payment in full.
<b>COBRA</b>	The Consolidated Omnibus Budget Reconciliation Act of 1985 which offers you and your eligible dependents continuation of this coverage if you lose coverage due to a qualifying event.
<b>Calendar Year</b>	The period starting January 1 and ending December 31 of any year. The first calendar year for anyone covered by this plan begins on that person's effective date and ends on December 31 of that same year.
<b>Carryover of Benefits</b>	The provision that if you were covered by HMSA under a different employer group coverage immediately prior to this coverage, any maximums you accrued under the previous coverage may carry forward to meet the maximum amounts under this program. Carryover of benefits includes any amounts you paid toward meeting your copayment maximum.

## Chapter 11: Glossary

<b>Chemotherapy</b>	Treatment of infections or malignant diseases by drugs that act selectively on the cause of the disorder, but which may have substantial effects on normal tissue.
<b>Chemotherapy - Oral</b>	An FDA-approved oral cancer treatment that may be delivered for self-administration under the direction or supervision of a physician outside of a hospital, medical office, or other clinical setting.
<b>Child</b>	Means any of the following: your natural child, your legally adopted child, your stepchild, a child for whom the member or his or her spouse is the court-appointed guardian, a minor child who has been adopted or placed with the member for adoption.
<b>Chiropractor</b>	A health care professional who practices the system of healing through spinal manipulation and specific adjustment of body structures.
<b>Claim</b>	A written request for payment of benefits for services covered by this coverage.
<b>Consultation Services</b>	A formal discussion between physicians on a case or its treatment.
<b>Contact Lenses</b>	Ophthalmic corrective lenses ground as prescribed by a physician or optometrist who fit the lenses directly to your eyes.
<b>Contraceptives</b>	Any oral medicine or device that prevents pregnancy.
<b>Contraceptive Services</b>	Services that promote the use of prescription contraceptives supplies or devices to prevent pregnancy.
<b>Coordination of Benefits (COB)</b>	Applies when you are covered by more than one group coverage or commercial insurance policy providing benefits for like services.
<b>Copayment</b>	Applies to most covered services. Is either a fixed percent of the eligible charge or a fixed dollar amount. The amount you pay to help share the costs of your health care. Applies each time you get most covered services.
<b>Cosmetic Services</b>	Services that are primarily intended to improve your natural appearance but do not restore or materially improve a physical function, or are prescribed for psychological or psychiatric reasons.
<b>Creditable Coverage</b>	Any of the following: a group health plan; health insurance coverage; Part A or B of Medicare; Medicaid; Chapter 55 of Title 10, U.S. Code; a medical care program of the Indian Health Service or of a tribal organization; a state health benefits risk pool; a health plan offered under Chapter 89 of Title 5, U.S. Code; or a public health plan as defined in government regulations health benefit plan under section 5(e) of the Peace Corps Act.
<b>Covered Services</b>	Services or supplies that meet payment determination criteria and are listed in this guide in <i>Chapter 4: Description of Benefits</i> .
<b>Custodial Care</b>	Care that helps you meet your daily living activities. This type of care does not need the ongoing attention and help from licensed medical or trained paramedical staff.
<b>Detoxification Services</b>	A process of detoxifying a person who is dependent on alcohol and/or drugs. The process involves helping a person through the period of time needed to get rid of, by metabolic or other means, the intoxicating alcohol or drug dependency factors.

## Chapter 11: Glossary

<b>Dependent</b>	The member's spouse and/or eligible child(ren).
<b>Diagnosis</b>	The medical description of the disease or condition.
<b>Diagnostic Testing</b>	A measure used to help identify the disease process and signs and symptoms.
<b>Directory of Health Centers and Providers</b>	A complete listing of HPH health centers and network providers.
<b>Drug</b>	Any chemical compound that may be used on or given to help diagnose, treat or prevent disease or other abnormal condition, to relieve pain or suffering, or to control or improve any physiologic or pathogenic condition.
<b>Drug Dependence</b>	Any pattern of pathological use of drugs that causes impairment in social or occupational function and produces psychological or physiological dependence or both, as evidenced by physical tolerance or withdrawal.
<b>Dues</b>	The monthly premium amount for HPH membership.
<b>Durable Medical Equipment</b>	<p>An item that meets these criteria:</p> <ul style="list-style-type: none"><li>▪ It is durable enough to withstand repeated use.</li><li>▪ It is primarily and customarily made to serve a medical purpose; and</li><li>▪ It is not useful in the absence of illness or injury.</li></ul> <p>Examples include wheelchairs, walkers, and crutches.</p>
<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, a federal law that protects your rights under this coverage.
<b>Effective Date</b>	The date on which you are first eligible to get benefits under this coverage.
<b>Eligible Charge</b>	The amount on which your copayment is based. This amount is always the lower of the actual charge or the maximum allowable fee.
<b>Emergency</b>	When a prudent layperson could reasonably expect the absence of immediate medical attention to result in: 1) serious risk to the health of the person (or, with respect to a pregnant woman, the health of the woman and her unborn child); 2) serious impairment to bodily functions; or 3) serious dysfunction of any bodily organ part.
<b>Facility</b>	Examples include hospitals, skilled nursing facilities, and ambulatory surgical facilities.
<b>False Statement</b>	Any misrepresentation you made on your membership enrollment form or in any claims for benefits.
<b>Family Coverage</b>	Means coverage for the member, his or her spouse, and each of his or her eligible children.
<b>Family Member</b>	The member's spouse and/or children who are eligible and enrolled for this coverage.
<b>Frame</b>	An eyeglass frame or similar frame into which two lenses are fitted.
<b>Generic Drug</b>	A drug that is prescribed or dispensed under its commonly used generic name rather than a brand name, is not protected by patent, or is identified by HMSA as "generic".

## Chapter 11: Glossary

<b>Group</b>	Those members who share a common relationship such as employment or membership. The group has executed the group plan agreement with us and by getting health coverage through the group, you designate the group as your administrator.
<b>Guest Membership</b>	Prearranged membership from an HMO Host Plan offered by the Blue Cross and/or Blue Shield plan in the service area where you require services.
<b>Guide to Benefits</b>	This document, along with any riders or amendments that provides a written description of your health care coverage.
<b>HMSA</b>	Hawaii Medical Service Association, an independent licensee of the Blue Cross and Blue Shield Association.
<b>HMSA Select Prescription Drug Formulary</b>	A list of drugs by therapeutic category published by HMSA.
<b>HealthPass</b>	A health promotion and prevention program offered by HMSA.
<b>High-Dose Chemotherapy</b>	A form of chemotherapy in which the dose and/or manner of administration is expected to damage a person's bone marrow or suppress bone marrow function so that a stem-cell transplant is needed.
<b>High-Dose Radiotherapy</b>	A form of radiation therapy in which the dose and/or manner of administration is expected to damage a person's bone marrow or suppress bone marrow function so that a stem-cell transplant is needed.
<b>Homebound</b>	Due to an illness or injury, you are unable to leave home, or leaving your home, requires a considerable and taxing effort.
<b>Home Health Agency (HHA)</b>	An approved agency that provides skilled nursing care in your home.
<b>Home Infusion Therapy</b>	Treatment in the home that involves giving nutrients, antibiotics and other drugs and fluids intravenously or through a feeding tube.
<b>Hospice Program</b>	A program that provides care in a comfortable setting for patients who are terminally ill and have a life expectancy of six months or less. Care is normally provided in the patient's home.
<b>Hospital</b>	An institution that provides diagnostic and therapeutic services for surgical and medical diagnosis, treatment and care of injured or sick persons.
<b>Illness or Injury</b>	Any bodily disorder, injury, disease or condition, including pregnancy and its complications.
<b>Immediate Family Member</b>	Your child, spouse, parent, or yourself.
<b>Immunization</b>	An injection with a specific antigen to promote antibody formation to make you immune to a disease or less susceptible to a contagious disease.
<b>Incidental Procedure</b>	A procedure that is an integral part of another procedure. Such procedures are not reimbursed separately.
<b>Inhalation Therapy</b>	Therapy to treat conditions of the cardiopulmonary system.
<b>Injection</b>	The introduction of a drug, biological therapeutic, biopharmaceutical, or vaccine into the body by using a syringe and needle.

## Chapter 11: Glossary

<b>Inpatient Admission</b>	A stay in an inpatient facility, usually involving overnight care.
<b>Integrated Case Management</b>	A program that addresses the specialized care needs of patients with severe or chronic illnesses or injuries.
<b>Intravenous Injection</b>	An injection made into the vein.
<b>In Vitro Fertilization</b>	A way to treat infertility in women.
<b>Laboratory Services</b>	Services used to help diagnose, prevent, or treat disease.
<b>Limited Services</b>	Those covered services that are limited per service, per episode, per calendar year or per lifetime.
<b>Lenses</b>	Ophthalmic corrective lenses ground as prescribed by a physician or optometrist for fitting into a frame.
<b>Mammogram</b>	An x-ray exam of the breast using equipment dedicated specifically for mammography.
<b>Mammography (screening)</b>	An x-ray film that screens for breast abnormalities.
<b>Maternity Services</b>	Services for prenatal and postnatal care, complications, delivery, and to end a pregnancy.
<b>Maximum Allowable Fee</b>	The amount we establish as the maximum amount HMSA will pay for covered services and supplies.
<b>Medicaid</b>	A form of public assistance sponsored jointly by the federal and state governments providing medical assistance for eligible persons whose income falls below a certain level. The Hawaii Department of Human Services pursuant to Title XIX of the federal Social Security Act administers this program.
<b>Medication</b>	The treatment of disease without surgery.
<b>Medicine</b>	To diagnose and treat disease and to maintain health.
<b>Member</b>	The person who meets eligibility requirements and who executes the enrollment form that is accepted in writing by us.
<b>Member Card</b>	Your member card issued to you by us. You must present this card to your provider at the time you get services.
<b>Mental Illness/Disorder</b>	A syndrome of clinically significant psychological, biological, or behavioral abnormalities that result in personal distress or suffering, impairment of capacity to function, or both. Mental illness and disorder are used interchangeably in this guide and as defined in the most recent Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association, or in the International Classification of Disease.
<b>Network Provider</b>	All providers represented in all health centers that have contracted with Health Plan Hawaii to care for its members.
<b>Newborn</b>	A recently born infant.



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<b>Newborn Care</b>	All routine non-surgical physician services and nursery care provided to a newborn during the mother's initial hospital stay.
<b>Non-Assignment</b>	When benefits for covered services and supplies cannot be transferred or assigned to anyone for use.
<b>Non-Network Provider</b>	A provider that is not under contract with HMSA to treat Health Plan Hawaii members.
<b>Nurse Midwife</b>	A health care professional who provides services such as pre and post natal care, normal delivery services, routine gynecological services, and any other services within the scope of his or her certification.
<b>Occupational Therapy</b>	A form of therapy involving the treatment of neurological and musculoskeletal dysfunction through the use of specific tasks or goal-directed activities designed to improve the functional performance of an individual.
<b>Online Care</b>	Care provided by video conferencing, telephone or web if obtained from HMSA online.
<b>Ophthalmologist</b>	A physician specializing in the diagnosis and treatment of diseases and defects of the eye.
<b>Optometrist</b>	One who specializes in the examination, diagnosis, treatment and management of diseases and disorders of the visual system, the eye and related structures.
<b>Oral Surgeon</b>	A dentist licensed as a doctor of dentistry (D.M.D.) or dental surgery (D.D.S.) to diagnose and treat oral conditions that need surgery.
<b>Organ Donor Services</b>	Services related to the donation of an organ.
<b>Osteopathy</b>	Medicine that specializes in diseases of the bone.
<b>Other Brand Name Drug, Supply, or Insulin</b>	A brand name drug, supply, or insulin that is not listed as preferred on the HMSA Select Prescription Drug Formulary.
<b>Other Providers</b>	Those health care providers other than facilities and practitioners. Examples include hospice agencies, ambulance services, retail pharmacies, home medical equipment suppliers, and independent labs.
<b>Our</b>	Reference to HMSA.
<b>Outpatient</b>	Care received in a practitioner's office, the home, the outpatient department of a hospital or ambulatory surgery center.
<b>Physical Therapy</b>	A form of therapy involving treatment of disease, injury, congenital anomaly or prior therapeutic intervention through the use of therapeutic modalities and other interventions that focus on a person's ability to go through the functional activities of daily living and on alleviating pain.
<b>Physician Services</b>	Professional services necessarily and directly performed by a doctor to treat an injury or illness.
<b>Physician</b>	A medical doctor (M.D.), doctor of osteopathy (D.O.), or doctor of podiatric medicine (D.P.M.).

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<b>Physician Assistant</b>	A practitioner who provides care under the supervision of a physician.
<b>Plan</b>	This health benefits program offered to you as an eligible employee for purposes of ERISA.
<b>Plan Administrator</b>	Your employer or group sponsor for the purposes of ERISA.
<b>Podiatrist</b>	A health care professional who specializes in conditions of the feet.
<b>Podiatry</b>	Care and study of the foot.
<b>Postoperative Care</b>	Care given after a surgical operation.
<b>Postpartum</b>	The period of time after childbirth.
<b>Precertification</b>	The process of getting prior approval for specified services and devices. Failure to get our approval will result in a denial of benefits if the services or devices do not meet HMSA's payment determination criteria.
<b>Preferred Drug, Supply, or Insulin</b>	A brand name drug, supply, or insulin identified as preferred on the HMSA Select Prescription Drug Formulary.
<b>Preoperative Care</b>	Care that occurs, is performed, or is administered before, and usually close to, a surgical operation.
<b>Prescription</b>	The instructions written by a provider with statutory authority to prescribe directing a pharmacist to dispense a particular drug in a specific dose.
<b>Personal Care Provider (PCP)</b>	The provider you choose within your health center to act as your personal health care manager.
<b>Private Duty Nursing</b>	24-hour nursing services by an approved nurse who is dedicated to one patient.
<b>Prosthetic Appliances</b>	Devices used as artificial substitutes to replace a missing natural part of the body and other devices to improve, aid, or increase the performance of a natural function.
<b>Provider</b>	A physician or other practitioner, facility, or other health care provider such as an agency or program, recognized by us.
<b>Psychological Testing</b>	A standard task used to assess some aspect of a person's cognitive, emotional, or adaptive function.
<b>Psychologist</b>	An approved provider who specializes in the treatment of mental health conditions.
<b>Qualified Beneficiary</b>	<p><i>Qualified Beneficiary</i> means, with respect to a covered employee under a group health plan, any other individual who, on the day before the qualifying event for that employee, is a beneficiary under the plan:</p> <ul style="list-style-type: none"><li>▪ As the spouse of the covered employee; or</li><li>▪ As the dependent child of the covered employee.</li></ul>

## Chapter 11: Glossary

<b>Qualified Medical Child Support Order (QMCSO)</b>	A Medical Child Support Order that creates or recognizes in the person specified in the order the existence of the right to enroll in the health benefit plan for which the plan member or his/her dependents are eligible. To be a Qualified Medical Child Support Order, the order cannot require a health benefit plan to provide any type or form of benefit, or any option, not otherwise provided under the plan, except to the extent necessary to meet the requirements of Section 1908 of the Social Security Act with respect to a group plan.
<b>Radiology</b>	The use of radiant energy to diagnose and treat disease.
<b>Referral</b>	When your PCP determines that your condition requires the services of a specialist, he or she will arrange for you to get treatment from the appropriate provider.
<b>Registered Bed Patient</b>	A person who is registered by a hospital or skilled nursing facility as an inpatient for an illness or injury covered by this guide.
<b>Report to Member</b>	The report you receive in the mail from us that notes how we applied benefits to a claim.
<b>Service Area</b>	The island or islands of Hawaii where the health center operates its facilities (excluding Hana, Maui) and where you reside.
<b>Single Coverage</b>	Coverage for the member only.
<b>Skilled Nursing Facility</b>	A facility that provides ongoing skilled nursing services as ordered and certified by your attending Provider.
<b>Speech Therapy Services</b>	Services for the diagnosis, assessment and treatment of communication impairments and swallowing disorders.
<b>Spouse</b>	Your husband or wife as the result of a marriage who is legally recognized in the state of Hawaii.
<b>Subscriber Number</b>	The number that appears on your HPH member card.
<b>Substance Abuse Services</b>	Providing medical, psychological, nursing, counseling, or therapeutic services as part of a treatment plan for alcohol or drug dependence or both. Services may include aftercare and individual, group and family counseling services.
<b>Surgical Services</b>	Cutting, suturing, diagnostic, and therapeutic endoscopic procedures; debridement of wounds, including burns; surgical management or reduction of fractures and dislocations; orthopedic casting manipulation of joints under general anesthesia or destruction of localized surface lesions by chemotherapy, cryotherapy, or electrosurgery.
<b>Third Party Liability</b>	Our rights to reimbursement when you or your family members get benefits under this coverage for an illness or injury and you have a lawful claim against another party or parties for compensation, damages, or other payment.
<b>Transplant</b>	The transfer of an organ or tissue for grafting into another area of the same body or into another person.
<b>Treatment</b>	Management and care of the patient to combat a disease or disorder.
<b>Tubal Ligation</b>	A sterilization procedure for women.

## Chapter 11: Glossary

<b>Urgent Care</b>	When you require medical care for an unexpected illness or injury that is not life threatening but cannot be reasonably postponed until your return to your service area.
<b>Us</b>	HMSA.
<b>Vasectomy</b>	A sterilization procedure for men.
<b>Vision Services</b>	Services that test eyes for visual acuity, and identify and correct visual acuity problems with lenses and other equipment.
<b>We</b>	HMSA.
<b>You and Your Family</b>	You and your family members eligible for coverage under this guide.



# HMSA



Blue Cross  
Blue Shield  
of Hawaii

**HAWAII MEDICAL SERVICE ASSOCIATION**  
[www.HMSA.com](http://www.HMSA.com)

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**KAILUA-KONA, HAWAII** • 75-1029 Henry St., Suite 301 • 96740 • Phone: 329-5291

**KAHULUI, MAUI** • 33 Lono Ave., Suite 350 • 96732 • Phone: 871-6295

**LIHUE, KAUAI** • 4366 Kukui Grove St., Suite 103 • 96766 • Phone: 245-3393

If you are calling from the U.S. Mainland, please call 1 (800) 776-4672. If you need to call a local Hawaii telephone number from the Mainland, the area code is 808.

HMSA is a Hawaii-based health care services organization dedicated, for over 70 years, to improving the health and wellness of individuals and our community. We will provide our customers real value and security by creating a broad range of products that gives them choices of health care plans, provider networks, prices, and other health care services, with a commitment to superior customer service.

# HMSA's Prescription Drug Rider

This summary is intended to provide a condensed explanation of plan benefits. Certain limitations, restrictions and exclusions may apply. Please refer to the plan certificate for complete information on benefits and provisions. In the case of a discrepancy between this summary and the language contained within the certificate, the latter will take precedence.

## Important Information

All plan benefits shown are based on the eligible charge. The eligible charge is the amount that HMSA's participating providers have agreed to accept as payment in full for services rendered. Services received from a nonparticipating provider will likely result in significantly higher out-of-pocket expenses since the member is responsible for any difference between HMSA's eligible charge and the nonparticipating provider's actual charge.

### DRUG 375

#### YOUR COPAYMENT

	Participating Provider	Nonparticipating Provider
<b>GENERIC DRUGS</b> (Includes Oral Contraceptives and Other Contraceptive Methods) <sup>(1)</sup>	\$5	\$5 plus 20% of remaining eligible charge
<b>PREFERRED BRAND NAME</b> (Includes Oral Contraceptives and Other Contraceptive Methods) <sup>(1)</sup>	\$20	\$20 plus 20% of remaining eligible charge
<b>OTHER BRAND NAME</b> (Includes Oral Contraceptives and Other Contraceptive Methods) <sup>(1)</sup>	\$20 plus \$35 Other Brand Name cost share	\$20 plus \$35 Other Brand Name cost share and 20% of remaining eligible charge
<sup>(1)</sup> See Additional Benefits section for Contraceptive Diaphragms.		
<b>ORAL CHEMOTHERAPY DRUGS</b>	None	None
<b>INSULIN</b>		
Preferred Brand Name	\$5	\$5 plus 20% of remaining eligible charge
Other Brand Name	\$20	\$20 plus 20% of remaining eligible charge
<b>DIABETIC SUPPLIES</b>		
Preferred Brand Name	None	None
Other Brand Name	\$20	\$20
<b>ADDITIONAL BENEFITS</b>		
<b>Contraceptive Diaphragms</b> (per device)	\$10	\$10
<b>Smoking Cessation Drugs</b> Treatment is limited to: 180 days per calendar year	Regular Plan Benefits	Regular Plan Benefits
<b>Spacers for Inhaled Drugs</b> <sup>(2)</sup>	Special member rates	Special member rates
<b>NOTE:</b>		
• Each drug dispensed is limited to a 30-day supply. A 30-day supply is defined as a supply lasting the member for a period consisting of 30 consecutive days.		
<sup>(2)</sup> HMSA has arranged with contracted drug manufacturers to offer spacers for inhaled drugs at special member rates.		
<b>MAIL SERVICE PRESCRIPTION PROGRAM</b> (From an HMSA contracted provider -- 90 day supply)		
<b>GENERIC DRUGS</b>	\$10	Not covered
<b>PREFERRED BRAND NAME</b>	\$45	Not covered
<b>OTHER BRAND NAME</b>	\$45 plus \$105 <sup>(3)</sup> Other Brand Name cost share	
<b>ORAL CHEMOTHERAPY DRUGS</b>	None	Not covered
<b>INSULIN</b>		
Preferred Brand Name	\$10	Not covered
Other Brand Name	\$45	Not covered
<b>DIABETIC SUPPLIES</b>		
Preferred Brand Name	None	Not covered
Other Brand Name	\$45	Not covered
<b>NOTE:</b>		
• When a prescribed brand name drug has a generic equivalent that is listed on the Hawaii Drug Formulary of Equivalent Drug Products, you will be responsible for the appropriate copayment plus the difference between the generic and brand name cost. This procedure will apply regardless of whether you chose not to use the generic equivalent or the particular generic equivalent was not available at the pharmacy.		
<sup>(3)</sup> \$35 retail Other Brand Name cost share times 3 month supply.		