



BLUECHOICE[®] HMO 1999

A Health Maintenance Organization

Serving: 28 Counties in Eastern New York

Enrollment in this Plan is limited; see page 9 for requirements.

MidHudson area

Enrollment code:

5K1 Self Only

5K2 Self and Family

Albany area

Enrollment code:

5L1 Self Only

5L2 Self and Family

Downstate area

Enrollment code:

S71 Self Only

S72 Self and Family



Visit the OPM website at <http://www.opm.gov/insure>
and
this Plan's website at <http://www.empirehealthcare.com>

BlueChoice® HMO

Empire Blue Cross and Blue Shield, 622 Third Avenue, New York, NY 10017, has entered into a contract (CS 1657) with the Office of Personnel Management (OPM) as authorized by the Federal Employees Health Benefits (FEHB) law, to provide a comprehensive medical plan herein called BlueChoice HMO, or the Plan.

This brochure is the official statement of benefits on which you can rely. A person enrolled in the Plan is entitled to the benefits stated in this brochure. If enrolled for Self and Family, each eligible family member is also entitled to these benefits.

Premiums are negotiated with each plan annually. Benefit changes are effective January 1, 1999, and are shown on page 24.

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Inspector General Advisory: Stop Health Care Fraud!

Fraud increases the cost of health care for everyone. Anyone who intentionally makes a false statement or a false claim in order to obtain FEHB benefits or increase the amount of FEHB benefits is subject to prosecution for FRAUD. This could result in CRIMINAL PENALTIES. Please review all medical bills, medical records and claims statements carefully. If you find that a provider, such as a doctor, hospital or pharmacy, charged your plan for services you did not receive, billed for the same service twice, or misrepresented any other information, take the following actions:

- Call the provider and ask for an explanation - sometimes the problem is a simple error.
- If the provider does not resolve the matter, or if you remain concerned, call your plan at 1-800/ALERTED and explain the situation.
- If the matter is not resolved after speaking to your plan (and you still suspect fraud has been committed), call or write:

THE HEALTH CARE FRAUD HOTLINE 202/418-3300

The Office of Personnel Management
Office of the Inspector General Fraud Hotline
1900 E Street, N.W., Room 6400
Washington, D.C. 20415

The inappropriate use of membership identification cards, e.g., to obtain services for a person who is not an eligible family member or after you are no longer enrolled in the Plan, is also subject to review by the Inspector General and may result in an adverse administrative action by your agency.

General Information

Confidentiality Medical and other information provided to the Plan, including claim files, is kept confidential and will be used only: 1) by the Plan and its subcontractors for internal administration of the Plan, coordination of benefit provisions with other plans, and subrogation of claims; 2) by law enforcement officials with authority to investigate and prosecute alleged civil or criminal actions; 3) by OPM to review a disputed claim or perform its contract administration functions; 4) by OPM and the General Accounting Office when conducting audits as required by the FEHB law; or 5) for bona fide medical research or education. Medical data that does not identify individual members may be disclosed as a result of the bona fide medical research or education.

If you are a new member Use this brochure as a guide to coverage and obtaining benefits. There may be a delay before you receive your identification card and member information from the Plan. Until you receive your ID card, you may show your copy of the SF 2809 enrollment form or your annuitant confirmation letter from OPM to a provider or Plan facility as proof of enrollment in this Plan. If you do not receive your ID card within 60 days after the effective date of your enrollment, you should contact the Plan.

If you made your open season change by using Employee Express and have not received your new ID card by the effective date of your enrollment, call the Employee Express HELP number to request a confirmation letter. Use that letter to confirm your new coverage with Plan providers.

If you are a new member of this Plan, benefits and rates begin on the effective date of your enrollment, as set by your employing office or retirement system. As a member of this Plan, once your enrollment is effective, **you will be covered only for services provided or arranged by a Plan doctor** except in the case of emergency as described on page 13. If you are confined in a hospital on the effective date, you must notify the Plan so that it may arrange for the transfer of your care to Plan providers. See "If you are hospitalized" on page 4.

FEHB plans may not refuse to provide benefits for any condition you or a covered family member may have solely on the basis that it was a condition that existed before you enrolled in a plan under the FEHB Program.

General Information *continued*

If you are hospitalized

If you change plans or options, benefits under your prior plan or option cease on the effective date of your enrollment in your new plan or option, unless you or a covered family member are confined in a hospital or other covered facility or are receiving medical care in an alternative care setting on the last day of your enrollment under the prior plan or option. In that case, the confined person will continue to receive benefits under the former plan or option until the earliest of (1) the day the person is discharged from the hospital or other covered facility (a move to an alternative care setting does not constitute a discharge under this provision), or (2) the day after the day all inpatient benefits have been exhausted under the prior plan or option, or (3) the 92nd day after the last day of coverage under the prior plan or option. However, benefits for other family members under the new plan will begin on the effective date. If your plan terminates participation in the FEHB Program in whole or in part, or if the Associate Director for Retirement and Insurance orders an enrollment change, this continuation of coverage provision does not apply; in such case, the hospitalized family member's benefits under the new plan begin on the effective date of enrollment.

Your responsibility

It is your responsibility to be informed about your health benefits. Your employing office or retirement system can provide information about: when you may change your enrollment; who "family members" are; what happens when you transfer, go on leave without pay, enter military service, or retire; when your enrollment terminates; and the next open season for enrollment. Your employing office or retirement system will also make available to you an FEHB Guide, brochures and other materials you need to make an informed decision.

Things to keep in mind

- **The benefits** in this brochure are effective on January 1 for those already enrolled in this Plan; if you changed plans or plan options, see "If you are a new member" above. In both cases, however, the Plan's new rates are effective the first day of the enrollee's first full pay period that begins on or after January 1 (January 1 for all annuitants).
- Generally, you must be continuously enrolled in the FEHB Program for the last five years before you retire to continue your enrollment for you and any eligible family members after you retire.
- The FEHB Program provides Self Only coverage for the enrollee alone or Self and Family coverage for the enrollee, his or her spouse, and unmarried dependent children under age 22. Under certain circumstances, coverage will also be provided under a family enrollment for a disabled child 22 years of age or older who is incapable of self-support.
- An enrollee with Self Only coverage who is expecting a baby or the addition of a child may change to a Self and Family enrollment up to 60 days after the birth or addition. The effective date of the enrollment change is the first day of the pay period in which the child was born or became an eligible family member. The enrollee is responsible for his or her share of the Self and Family premium for that time period; both parent and child are covered only for care received from Plan providers, except for emergency benefits.
- You will not be informed by your employing office (or your retirement system) or your Plan when a family member loses eligibility.
- You must direct questions about enrollment and eligibility, including whether a dependent age 22 or older is eligible for coverage, to your employing office or retirement system. The Plan does not determine eligibility and cannot change an enrollment status without the necessary information from the employing agency or retirement system.
- An employee, annuitant, or family member enrolled in one FEHB plan is not entitled to receive benefits under any other FEHB plan.
- Report additions and deletions (including divorces) of covered family members to the Plan promptly.
- If you are an annuitant or former spouse with FEHB coverage and you are also covered by Medicare Part B; you may drop your FEHB coverage and enroll in a Medicare prepaid plan when one is available in your area. If you later change your mind and want to reenroll in FEHB, you may do so at the next open season, or whenever you involuntarily lose coverage in the Medicare prepaid plan or move out of the area it serves.

General Information *continued*

- Most Federal annuitants have Medicare Part A. If you do not have Medicare Part A, you may enroll in a Medicare prepaid plan, but you will probably have to pay for hospital coverage in addition to the Part B premium. Before you join the plan, ask whether they will provide hospital benefits and, if so, what you will have to pay.
- You may also remain enrolled in this Plan when you join a Medicare prepaid plan.
- Contact your local Social Security Administration (SSA) office for information on local Medicare prepaid plans (also known as Coordinated Care Plans or Medicare HMOs) or request it from SSA at 1-800/638-6833. Contact your retirement system for information on dropping your FEHB enrollment and changing to a Medicare prepaid plan. See page 17 for information on the Medicare prepaid plan offered by this Plan.
- Federal annuitants are not required to enroll in Medicare Part B (or Part A) in order to be covered under the FEHB Program nor are their FEHB benefits reduced if they do not have Medicare Part B (or Part A).

Coverage after enrollment ends

When an employee's enrollment terminates because of separation from Federal service or when a family member is no longer eligible for coverage under an employee or annuitant enrollment, and the person is not otherwise eligible for FEHB coverage, he or she generally will be eligible for a free 31-day extension of coverage. The employee or family member may also be eligible for one of the following:

Former spouse coverage

When a Federal employee or annuitant divorces, the former spouse may be eligible to elect coverage under the spouse equity law. If you are recently divorced or anticipate divorcing, contact the employee's employing office (personnel office) or retiree's retirement system to get more facts about electing coverage.

Temporary continuation of coverage (TCC)

If you are an employee whose enrollment is terminated because you separate from service, you may be eligible to temporarily continue your health benefits coverage under the FEHB Program in any plan for which you are eligible. Ask your employing office for RI 79-27, which describes TCC, and for RI 70-5, the FEHB Guide for individuals eligible for TCC. Unless you are separated for gross misconduct, TCC is available to you if you are not otherwise eligible for continued coverage under the Program. For example, you are eligible for TCC when you retire if you are unable to meet the five-year enrollment requirement for continuation of enrollment after retirement.

Your TCC begins after the initial free 31-day extension of coverage ends and continues for up to 18 months after your separation from service (that is, if you use TCC until it expires 18 months following separation, you will only pay for 17 months of coverage). Generally, you must pay the total premium (both the Government and employee shares) plus a 2 percent administrative charge. If you use your TCC until it expires, you are entitled to another free 31-day extension of coverage when you may convert to nongroup coverage. If you cancel your TCC or stop paying premiums, the free 31-day extension of coverage and conversion option are not available.

Children or former spouses who lose eligibility for coverage because they no longer qualify as family members (and who are not eligible for benefits under the FEHB Program as employees or under the spouse equity law) also may qualify for TCC. They also must pay the total premium plus the 2 percent administrative charge. TCC for former family members continues for up to 36 months after the qualifying event occurs, for example, the child reaches age 22 or the date of the divorce. This includes the free 31-day extension of coverage. When their TCC ends (except by cancellation or nonpayment of premium), they are entitled to another free 31-day extension of coverage when they may convert to nongroup coverage.

NOTE: If there is a delay in processing the TCC enrollment, the effective date of the enrollment is still the 32nd day after regular coverage ends. The TCC enrollee is responsible for premium payments retroactive to the effective date and coverage may not exceed the 18-or 36-month period noted above.

General Information *continued*

Notification and election requirements

Separating employees — Within 61 days after an employee's enrollment terminates because of separation from service, his or her employing office must notify the employee of the opportunity to elect TCC. The employee has 60 days after separation (or after receiving the notice from the employing office, if later) to elect TCC.

Children — You must notify your employing office or retirement system when a child becomes eligible for TCC within 60 days after the qualifying event occurs, for example, the child reaches age 22 or marries.

Formerspouses — You or your former spouse must notify the employing office or retirement system of the former spouse's eligibility for TCC within 60 days after the termination of the marriage. A former spouse may also qualify for TCC if, during the 36-month period of TCC eligibility, he or she loses spouse equity eligibility because of remarriage before age 55 or loss of the qualifying court order. This applies even if he or she did not elect TCC while waiting for spouse equity coverage to begin. The former spouse must contact the employing office within 60 days of losing spouse equity eligibility to apply for the remaining months of TCC to which he or she is entitled.

The employing office or retirement system has 14 days after receiving notice from you or the former spouse to notify the child or the former spouse of his or her rights under TCC. If a child wants TCC, he or she must elect it within 60 days after the date of the qualifying event (or after receiving the notice, if later). If a former spouse wants TCC, he or she must elect it within 60 days after any of the following events: the date of the qualifying event or the date he or she receives the notice, whichever is later; or the date he or she loses coverage under the spouse equity law because of remarriage before age 55 or loss of the qualifying court order.

Important: The employing office or retirement system must be notified of a child's or former spouse's eligibility for TCC within the 60-day time limit. If the employing office or retirement system is not notified, the opportunity to elect TCC ends 60 days after the qualifying event in the case of a child and 60 days after the change in status in the case of a former spouse.

Conversion to individual coverage

When none of the above choices are available — or chosen — when coverage as an employee or family member ends, or when TCC coverage ends (except by cancellation or nonpayment of premium), you may be eligible to convert to an individual, nongroup contract. You will not be required to provide evidence of good health and the plan is not permitted to impose a waiting period or limit coverage for preexisting conditions. If you wish to convert to an individual contract, you must apply in writing to the carrier of the plan in which you are enrolled within 31 days after receiving notice of the conversion right from your employing agency. A family member must apply to convert within the 31-day free extension of coverage that follows the event that terminates coverage, e.g., divorce or reaching age 22. Benefits and rates under the individual contract may differ from those under the FEHB Program. BlueChoice HMO will provide a certification of coverage to individuals with the Health Care Portability Act.

Facts about this Plan

This Plan is a comprehensive medical plan, sometimes called a health maintenance organization (HMO). When you enroll in an HMO, you are joining an organized system of health care that arranges in advance with specific doctors, hospitals and other providers to give care to members and pays them directly for their services. Benefits are available only from Plan providers except during a medical emergency. **Members are required to select a personal doctor from among participating Plan primary care doctors.** Services of a specialty care doctor can only be received by referral from the selected primary care doctor. There are no claim forms when Plan doctors are used. Your decision to join an HMO should be based on your preference for the Plan's benefits and delivery system, not because a particular provider is in the Plan's network. You CANNOT change Plans because a provider leaves the HMO.

Because the Plan provides or arranges your care and pays the cost, it seeks efficient and effective delivery of health services. By controlling unnecessary or inappropriate care, it can afford to offer a comprehensive range of benefits. In addition to providing comprehensive health services and benefits for accidents, illness and injury, the Plan emphasizes preventive benefits such as office visits, physicals, immunizations and well-baby care. You are encouraged to get medical attention at the first sign of illness.

Information You Have A Right To Know

All carriers in the FEHB Program must provide certain information to you. If you did not receive information about this Plan, you can obtain it by calling the Carrier at 800-453-0113 or you can write the Carrier at Empire Blue Cross Blue Shield, P.O. Box 11806, Albany, NY 12211. You may also contact the Carrier by fax at 516-367-5455, or at its website at <http://www.empirehealthcare.com>.

Information that must be made available to you includes:

Disenrollment rates for 1997

Compliance with State and Federal licensing or certification requirements and the dates met.

If non-compliant, the reason for noncompliance.

Accreditations by recognized accrediting agencies and the dates received.

Carrier's type of corporate form and years in existence.

Whether the carrier meets State, Federal and accreditation requirements for fiscal solvency, confidentiality and transfer of medical records.

Who provides care to plan members?

BlueChoice HMO is a Mixed Model Prepayment (MMP) plan. This means that all medical care is provided by doctors practicing in their own offices or in multispecialty medical groups located throughout 28 counties in Eastern New York State.

The BlueChoice HMO Select provider network contracts with more than 21,000 leading doctors (primary care and specialty care) who represent a wide range of primary and specialty categories. BlueChoice HMO has more than 4,970 primary care doctors and 110 hospitals in the BlueChoice HMO Select provider network.

Role of the primary care doctor (PCP)

The first and most important decision each member must make is the selection of a primary care doctor. The decision is important since it is through this doctor that all other health services, particularly those of specialists, are obtained. It is the responsibility of your primary care doctor to obtain any necessary authorizations from the Plan before referring you to a specialist or making arrangements for hospitalization. Services of other providers are covered only when you have been referred by your primary care doctor, with the following exception: a woman may see her Plan obstetrician/gynecologist for obstetrical and gynecological care without a referral.

Facts about this Plan *continued*

Choosing your doctor

The Plan's provider directory lists primary care doctors (family practitioners, pediatricians and internists) with their locations and phone numbers, and notes whether or not the doctor is accepting new patients. Directories are updated on a regular basis and are available at the time of enrollment or upon request by calling the Membership Services Department at 1-800-453-0113; you can also find out if your doctor participates in this Plan by calling this number. If you are interested in receiving care from a specific provider who is listed in the directory, call the provider to verify that he or she still participates in the Plan and is accepting new patients. **Important note: When you enroll in this Plan, services (except for emergency benefits) are provided through the Plan's delivery system; the continued availability and/or participation of any one doctor, hospital, or other provider cannot be guaranteed.**

If you enroll, you will be asked to let the Plan know which primary care doctor(s) you've selected for you and each member of your family by sending a selection form to the Plan. If you need help choosing a doctor, call the Plan. Members may change their doctor selection at any time by calling the Plan 30 days in advance.

If you are receiving services from a doctor who leaves the Plan, the Plan will pay for covered services until the Plan can arrange for you to be seen by another participating doctor.

Referrals for specialty care

Except in a medical emergency, or when a primary care doctor has designated another doctor to see his or her patients, or for gynecological care, obstetrical care, **or for mental health, or substance abuse, you must receive a written referral from your primary care doctor before seeing any other doctor or obtaining special services.** Referral to a participating specialist is given at the primary care doctor's discretion; if non-Plan specialists or consultants are required, the primary care doctor will arrange appropriate referrals.

When you receive a referral from your primary care doctor, you must return to the primary care doctor after the consultation unless your doctor authorizes additional visits. All follow-up care must be provided or authorized by the primary care doctor. Do not go to the specialist for a second visit unless your primary care doctor has arranged for, and the Plan has issued an authorization for, the referral in advance.

If you have a chronic, complex, or serious medical condition that causes you to see a Plan specialist frequently, your primary care doctor will develop a treatment plan with you and your health plan that allows an adequate number of direct access visits with that specialist. The treatment plan will permit you to visit your specialist without the need to obtain further referrals.

Specialist care coordinator

Members with a life-threatening condition or disease or a degenerative and disabling disease or condition may request a Specialist Care Coordinator (SCC) to act as their Primary Care Physician. An SCC is a network specialist with expertise in treating the member's disease or condition, which must require specialized medical care over a prolonged period of time.

If Empire approves a Specialist Care Coordinator to act as a member's PCP, visits to the SCC will not require any additional approval.

For new members

If you are already under the care of a specialist who is a Plan participant, you must still obtain a referral from a Plan primary care doctor for the care to be covered by the Plan. If the doctor who originally referred you to this specialist is now your Plan primary care doctor, you need only call to explain that you are now a Plan member and ask that you be referred for your next appointment.

If you are selecting a new primary care doctor and want to continue with this specialist, you must schedule an appointment so that the primary care doctor can decide whether to treat the condition directly or refer you back to the specialist.

Continuity of care

If at the time his or her PCP (or a specialist) terminates a member who is receiving an ongoing course of treatment, the member is entitled to continuity of care, as follows:

The member may continue to receive covered treatment from the terminated provider for up to 90 days from the date the member received notice of the termination. After that, the member must choose a network provider.

Facts about this Plan *continued*

Hospital care If you require hospitalization, your primary care doctor or authorized specialist will make the necessary arrangements and continue to supervise your care.

Out-of-Pocket maximum Your out-of-pocket expenses for benefits under this Plan are limited to the stated copayments required for a few benefits.

Deductible carryover If you changed to this Plan during open season from a plan with a deductible and the effective date of the change was after January 1, any expenses that would have applied to that plan's deductible will be covered by your old plan if they are for care you got in January before the effective date of your coverage in this Plan. If you have already met the deductible in full, your old plan will reimburse these covered expenses. If you have not met it in full, your old plan will first apply your covered expenses to satisfy the rest of the deductible and then reimburse you for any additional covered expenses. The old plan will pay these covered expenses according to this year's benefits; benefit changes are effective January 1.

Submit claims promptly When you are required to submit a claim to this Plan for covered expenses, submit your claim promptly. The Plan will not pay benefits for claims submitted later than December 31 of the calendar year following the year in which the expense was incurred unless timely filing was prevented by administrative operations of Government or legal incapacity, provided the claim was submitted as soon as reasonably possible.

Other considerations Plan providers will follow generally accepted medical practice in prescribing any course of treatment. Before you enroll in this Plan, you should determine whether you will be able to accept treatment or procedures that may be recommended by Plan providers.

The Plan's service and enrollment areas The service areas for this Plan, where Plan providers and facilities are located, are described below. you must live or work in the service areas listed below to enroll in the Plan. Benefits for care outside the service areas are limited to emergency services, as described on page 15-16, except for Urgent Care and Guest Membership which is covered through the HMO Blue USA Network.

The service area for this Plan includes the following: MidHudson: Dutchess, Orange, Putnam, Sullivan and Ulster. Upstate (Albany area):Albany, Clinton, Columbia, Delaware, Essex, Fulton, Greene, Montgomery, Rennselaer, Saratoga, Schenectady, Shoharie, Warren and Washington. Downstate: Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk and Westchester.

The Plan offers its members expanded out-of-area coverage at participating Blue Cross and Blue Shield Association (BCBSA) HMOs nationwide, at no extra cost, through the HMO Blue USA network. If you need care when you are outside the service area, call 1-800-4-HMO-USA for information on the BCBSA HMO nearest you.

If you or a covered family member move outside the enrollment areas, you may enroll in another approved plan. It is not necessary to wait until you move or for the open season to make such a change; contact your employing office or retirement system for information if you are anticipating a move.

General Limitations

Important notice

Although a specific service may be listed as a benefit, it will be covered for you only if, in the judgment of your Plan doctor, it is medically necessary for the prevention, diagnosis, or treatment of your illness or condition. **No oral statement of any person shall modify or otherwise affect the benefits, limitations and exclusions mentioned in this brochure, convey or void any coverage, increase or reduce any benefits under this Plan or be used in the prosecution or defense of a claim under this Plan.** This brochure is the official statement of benefits on which you can rely.

Circumstances beyond plan control

In the event of major disaster, epidemic, war, riot, civil insurrection, disability of a significant number of Plan providers, complete or partial destruction of facilities, or other circumstances beyond the Plan's control, the Plan will make a good faith effort to provide or arrange for covered services. However, the Plan will not be responsible for any delay or failure in providing service due to lack of available facilities or personnel.

Other sources of benefits

This section applies when you or your family members are entitled to benefits from a source other than this Plan. You must disclose information about other sources of benefits to the Plan and complete all necessary documents and authorizations requested by the Plan.

Medicare

If you or a covered family member is enrolled in this Plan and Part A, and/or Part B, the Plan will coordinate benefits according to Medicare's determination of which coverage is primary. However, this plan will not cover services, except those for emergencies, unless you use Plan providers. You must tell your plan that you or a family member is eligible for Medicare. Generally, that is all you will need to do, unless your Plan tells you that you need to file a Medicare claim.

Group health insurance and automobile insurance

This coordination of benefits (double coverage) provision applies when a person covered by this Plan also has, or is entitled to benefits from, any other group health coverage, or is entitled to the payment of medical and hospital costs under no-fault or other automobile insurance that pays benefits without regard to fault. Information about the other coverage must be disclosed to this Plan.

When there is double coverage for covered benefits, other than emergency services from non-Plan providers, this Plan will continue to provide its benefits in full, but is entitled to receive payment for the services and supplies provided, to the extent that they are covered by the other coverage, no-fault or other automobile insurance or any other primary plan.

One plan normally pays its benefits in full as the primary payer, and the other plan pays a reduced benefit as the secondary payer. When this Plan is the secondary payer, it will pay the lesser of (1) its benefits in full or (2) a reduced amount which, when added to the benefits payable by the other coverage, will not exceed reasonable charges. The determination of which health coverage is primary (pays its benefits first) is made according to guidelines provided by the National Association of Insurance Commissioners. When benefits are payable under automobile insurance, including no-fault, the automobile insurer is primary (pays its benefits first) if it is legally obligated to provide benefits for health care expenses without regard to other health benefits coverage the enrollee may have. This provision applies whether or not a claim is filed under the other coverage. When applicable, authorization must be given this Plan to obtain information about benefits or services available from the other coverage, or to recover overpayments from other coverages.

CHAMPUS

If you are covered by both this Plan and the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), this Plan will pay benefits first. As a member of a prepaid plan, special limitations on your CHAMPUS coverage apply; your primary care provider must authorize all care. See your CHAMPUS Health Benefits Advisor if you have questions about CHAMPUS coverage.

Medicaid

If you are covered by both this Plan and Medicaid, this Plan will pay benefits first.

General Limitations *continued*

Workers' Compensation

The Plan will not pay for services required as the result of occupational disease or injury for which any medical benefits are determined by the Office of Workers Compensation Programs (OWCP) to be payable under workers' compensation (under section 8103 of title 5, U.S.C.) or by a similar agency under another Federal or State law. This provision also applies when a third party injury settlement or other similar proceeding provides medical benefits in regard to a claim under workers' compensation or similar laws. If medical benefits provided under such laws are exhausted, this Plan will be financially responsible for services or supplies that are otherwise covered by this Plan. The Plan is entitled to be reimbursed by OWCP (or the similar agency) for services it provided that were later found to be payable by OWCP (or the agency).

DVA facilities, DoD facilities, and Indian Health Services

Facilities of the Department of Veterans Affairs, the Department of Defense, and the Indian Health Service are entitled to seek reimbursement from the Plan for certain services and supplies provided to you or a family member to the extent that reimbursement is required under the Federal statutes governing such facilities.

Other Government agencies

The Plan will not provide benefits for services and supplies paid for directly or indirectly by any other local, State, or Federal Government agency.

Experimental and investigational services

The plan will not cover any treatment, procedure, drug, biological product or medical device (hereinafter "technology") or any hospitalization in connection with such technology if, in our sole discretion, it is not medically necessary in that such technology is experimental or investigational. Experimental or investigational means that the technology is:

not of proven benefit for the particular diagnosis or treatment of your particular condition; or

not generally recognized by the medical community as reflected in the published peer-reviewed medical literature as effective or appropriate for the particular diagnosis or treatment of your particular condition.

This exclusion does not apply to cancer drugs as required by section 4303(g) of the New York State Insurance Law.

General Exclusions

All benefits are subject to the limitations and exclusions in this brochure. Although a specific service may be listed as a benefit, it will not be covered for you unless your Plan doctor determines it is medically necessary to prevent, diagnose or treat your illness or condition. The following are excluded:

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

Benefits

Medical and Surgical

What is covered

A comprehensive range of preventive, diagnostic and treatment services is provided by Plan doctors and other Plan providers. This includes all necessary office visits; **you pay** a \$5 office visit copay, but no additional copay for laboratory tests and X-rays. Within the service area, house calls will be provided if, in the judgment of the Plan doctor, such care is necessary and appropriate; **you pay** a \$5 copay for a doctor's house call and nothing for home visits by nurses and health aides.

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

- Preventive care, including well-child care up to age 19 (**you pay** nothing) and periodic check-ups
- Mammograms are covered as follows: for women age 35 or over one mammogram every year. In addition to routine screening, mammograms are covered when prescribed by the doctor as medically necessary to diagnose or treat your illness.
- Routine immunizations and boosters; **you pay** nothing;
- Consultations by specialists;
- Diagnostic procedures, such as laboratory tests and X-rays;
- Self-referral for routine obstetrical and gynecological care;
- Complete obstetrical (maternity) care for all covered females, including prenatal, delivery and postnatal care by a Plan doctor. Copays are waived for maternity care and well baby care. Inpatient care by the mother and her newborn is covered for at least 48 hours after a regular delivery and 96 hours after a cesarean delivery, unless the mother elects to be discharged earlier. Inpatient stays will be extended if medically necessary. If enrollment in the Plan is terminated during pregnancy, benefits will not be provided after coverage under the Plan has ended. Ordinary nursery care of the newborn child during the covered portion of the mother's hospital confinement for maternity will be covered under either a Self Only or Self and Family enrollment; other care of an infant who requires definitive treatment will be covered only if the infant is covered under a Self and Family enrollment.
- Voluntary sterilization and family planning services;
- Diagnosis and treatment of diseases of the eye;
- Allergy testing and treatment, including testing and treatment materials (such as allergy serum); **you pay** nothing for allergy treatment visits, **you pay** \$5 for allergy testing visits.
- The insertion of internal prosthetic devices, such as pacemakers and artificial joints;
- Non-experimental transplants including: heart, heart-lung, kidney, liver, lung (single and double), pancreas and corneal transplants; allogeneic (donor) bone marrow transplants; autologous bone marrow transplants (autologous stem cell and peripheral stem cell support) for the following conditions: acute lymphocytic or non-lymphocytic leukemia, advanced Hodgkin's lymphoma, advanced non-Hodgkin's lymphoma, advanced neuroblastoma, breast cancer, multiple myeloma; epithelial ovarian cancer and testicular, mediastinal, retroperitoneal and ovarian germ cell tumors. Related medical and hospital expenses of the donor are covered when the recipient is covered by this Plan. Transplants are covered when approved by the Plan's Medical Director.
- Women who undergo mastectomies may, at their option, have this procedure performed on an inpatient basis and remain in the hospital up to 48 hours after the procedure.
- Dialysis;
- Chemotherapy, radiation therapy, and inhalation therapy;

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Benefits *continued*

- Surgical treatment of morbid obesity;
- Orthopedic devices, such as braces; foot orthotics (except for symptomatic complaints of the feet);
- Prosthetic devices, such as artificial limbs and lenses following cataract removal;
- Durable medical equipment, such as wheelchairs and hospital beds;
- Home health services of nurses and health aides, including intravenous fluids and medications, when prescribed by your Plan doctor, who will periodically review the program for continuing appropriateness and need;
- All necessary medical or surgical care in a hospital or extended care facility from Plan doctors and other Plan providers; at no additional cost to you.
- Equipment, services, supplies and self-management education for the treatment of diabetes, which have been recommended or prescribed by the member's primary care physician or referred specialist, and provided by a certified diabetes nurse educator, certified nutritionist, certified dietitian, or registered dietitian. This includes: blood glucose monitors, as well as monitors for the legally blind; testing strips for glucose monitors, including visual reading and urine testing strips; data management systems; insulin, syringes, injection aids, cartridges for the legally blind, insulin pumps and appurtenances and insulin infusion devices; and oral agents for controlling blood sugar; diabetes self-management education and diet information provided by a physician, certified nurse practitioner, or their staff, during an office or home visit, or provided in a group setting. **You pay nothing.**
- Medical supplies, such as surgical dressings, splints, and ostomy supplies; **you pay nothing**

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

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

Short-term rehabilitative therapy (physical, speech and occupational) is provided on an inpatient or outpatient basis for up to 60 days per condition if significant improvement can be expected within two months; **you pay** a \$5 copay per outpatient session. Speech therapy is limited to treatment of certain speech impairments of organic origin. Occupational therapy is limited to services that assist the member to achieve and maintain self-care and improved functioning in other activities of daily living.

Diagnosis and treatment of infertility is covered; **you pay nothing.** **Artificial insemination** is covered **you pay nothing.** The following types of artificial insemination are covered: Intracervical insemination and Intrauterine insemination. Cost of donor sperm is not covered. Fertility drugs are not covered, except for clomiphene (tablets), and pergonal and metrodin (injectables); **you pay** a \$5 copay. **Other assisted reproductive technology (ART) procedures**, such as in vitro fertilization and embryo transfer, are not covered.

Cardiac rehabilitation following a heart transplant, bypass surgery or a myocardial infarction, is covered up to 36 sessions, usually 3 sessions in a week, in a single 12-week period; **you pay nothing.**

Private duty nursing services, in the home only, for up to \$5,000 per member per calendar year, up to a \$10,000 per member per lifetime maximum, for which the primary care physician has authorized the services and obtained pre-certification from the Plan. Care must be provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.); **you pay nothing.**

Benefits *continued*

What is not

- Physical examinations that are not necessary for medical reasons, such as those required for obtaining or continuing employment or insurance, attending school or camp, or travel
- Reversal of voluntary, surgically-induced sterility
- Surgery primarily for cosmetic purposes
- Hearing aids
- Homemaker services
- Long-term rehabilitative therapy

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Hospital/Extended Care Benefits

What is covered

Hospital care

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

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

Extended care

The Plan provides a comprehensive range of benefits for up to 60 days per calendar year when full-time skilled nursing care is necessary and confinement in a skilled nursing facility is medically appropriate as determined by a Plan doctor and approved by the Plan. **You pay nothing. All necessary services are covered,** including:

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

Hospice care

Supportive and palliative care for a terminally ill member is covered in a hospice facility for up to 210 days per lifetime. Services include inpatient and outpatient care, and family counseling; these services are provided under the direction of a Plan doctor who certifies that the patient is in the terminal stages of illness, with a life expectancy of approximately six months or less.

Ambulance Service

Benefits are provided for ambulance transportation ordered or authorized by a Plan doctor.

Limited benefits

Inpatient Dental Procedures

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

Acute Inpatient Detoxification

Hospitalization for medical treatment of substance abuse is limited to emergency care, diagnosis, treatment of medical conditions, and medical management of withdrawal symptoms (acute detoxification) if the Plan doctor determines that outpatient management is not medically appropriate. See page 17 for nonmedical substance abuse benefits.

Hospital/Extended Care Benefits *continued*

What is not covered

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

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Emergency Benefits

What is a medical emergency?

A medical emergency is the sudden and unexpected onset of a condition or an injury that you believe endangers your life or could result in serious injury or disability, and requires immediate medical or surgical care. Some problems are emergencies because, if not treated promptly, they might become more serious; examples include deep cuts and broken bones. Others are emergencies because they are potentially life threatening, such as heart attacks, strokes, poisonings, gunshot wounds, or sudden inability to breathe. An emergency can manifest itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in: placing the health of the person afflicted with such condition in serious jeopardy; serious impairment to such person's bodily functions; serious dysfunction of any bodily organ or part of such person; or serious disfigurement of such person. There are many other acute conditions that the Plan may determine are medical emergencies — what they all have in common is the need for quick action.

Emergencies within the service area

If you are in an emergency situation, please call your primary care doctor. In extreme emergencies, if you are unable to contact your doctor, contact the local emergency system (e.g., the 911 telephone system) or go to the nearest hospital emergency room. Be sure to tell the emergency room personnel that you are a Plan member so they can notify the primary care doctor or the Plan. You or a family member should notify the primary care doctor or the Plan within 24 hours. It is your responsibility to ensure that the Plan has been timely notified.

If you need to be hospitalized in a non-Plan facility, the Plan **must** be notified within 24 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If you are hospitalized in non-Plan facilities and a Plan doctor believes care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

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

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

Plan pays . . .

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

You pay . . .

\$35 per hospital emergency room visit or urgent care center visit for emergency services that are covered benefits of this Plan. If the emergency results in admission to a hospital within 24 hours, the copay is waived.

Emergencies outside the service area

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

If you need to be hospitalized, the Plan **must** be notified within 24 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If a Plan doctor believes care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

Emergency Benefits *continued*

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

You pay . . . \$35 per hospital emergency room visit or urgent care center visit for emergency services that are covered benefits of this Plan. If the emergency results in admission to a hospital within 24 hours, the copay is waived.

What is covered

- Emergency care at a doctor's office or an urgent care center
- Emergency care as an outpatient or inpatient at a hospital, including doctors' services
- Ambulance service approved by the Plan
- Urgent care, outside the service area, when referred to an HMO Blue USA Network HMO (see page 9)

What is not covered

- Elective care or nonemergency care
- Emergency care provided outside the service area if the need for care could have been foreseen before leaving the service area
- Medical and hospital costs resulting from a normal full-term delivery of a baby outside the service area

Filing claims for non-Plan providers

With your authorization, the Plan will pay benefits directly to the providers of your emergency care upon receipt of their claims. Physician claims should be submitted on the HCFA 1500 claim form. If you are required to pay for the services, submit itemized bills and your receipts to the Plan along with an explanation of the services and the identification information from your ID card.

Payment will be sent to you (or the provider if you did not pay the bill), unless the claim is denied. If it is denied, you will receive notice of the decision, including the reasons for the denial and the provisions of the contract on which denial was based. If you disagree with the Plan's decision, you may request reconsideration in accordance with the disputed claims procedure described on page 21.

Mental Conditions/Substance Abuse

Mental conditions

What is covered To the extent shown below, the Plan provides the following services necessary for the diagnosis and treatment of acute psychiatric conditions, including the treatment of mental illness or disorders. Coverage will only be provided when you are referred for care by the Plan's mental health care manager. A written referral in advance can be obtained by calling 1-800-635-6626 (24 hours a day, seven days a week) or by calling or visiting your primary care doctor. Your primary care doctor will coordinate your referral with the mental health care manager.

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

Outpatient Care Up to 60 visits to Plan doctors, consultants, or other psychiatric personnel each calendar year; **you pay** a \$5 copay for each covered visit — all charges thereafter.

Inpatient Care Up to 60 days of hospitalization each calendar year (less 1 day for each 2 days of day or night care received during the calendar year). **You pay** nothing for the first 60 days — all charges thereafter.

What is not covered

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

Substance abuse

What is covered This Plan provides medical and hospital services such as acute detoxification services for the medical, non-psychiatric aspects of substance abuse, including alcoholism and drug addiction, the same as for any other illness or condition and, to the extent shown below, the services necessary for diagnosis and treatment. Coverage will only be provided when you are referred for care by the Plan's mental health care manager. A written referral in advance can be obtained by calling 1-800/635-6626 (24 hours a day, seven days a week) or by calling or visiting your primary care doctor. Your primary care doctor will coordinate your referral with the mental health care manager.

Outpatient Care Up to 60 outpatient visits for the treatment of either alcoholism or drug abuse to Plan providers each calendar year; you pay nothing for each covered visit — all charges thereafter. Up to 20 visits may be used for family counseling.

Inpatient Care Up to 30 days per calendar year in a substance abuse rehabilitation (intermediate care) program in an alcohol or drug rehabilitation center approved by the Plan; you pay nothing during the benefit period — all charges thereafter.

What is not covered

- Treatment that is not authorized by a Plan doctor

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Prescription Drug Benefits

What is covered Prescription drugs prescribed by a Plan or referral doctor and obtained at a Plan pharmacy will be dispensed for up to a 30-day supply. **You pay** a \$5 copay per prescription unit or refill for up to a 30-day supply or 90-unit supply, whichever is greater, for chronic drugs. Mail order prescription service is available for maintenance medications (chronic drugs and contraceptives) for up to a 90 consecutive day supply. A chronic drug is a drug which is: an antiarthritic; an anticoagulant; a cardiac drug; a hormone; or a thyroid preparation.

You pay a \$5 copay per prescription unit or refill for generic drugs or for name brand drugs when generic substitution is not permissible. When generic substitution is permissible (i.e., a generic drug is available and the prescribing doctor does not require the use of a name brand drug), but you request the name brand drug, you pay the price difference between the generic and name brand drug as well as the \$5 copay per prescription unit or refill.

Empire Pharmacy Management covers drugs listed on the Plan's drug formulary. A formulary is the preferred list of drugs covered by a prescription drug plan. It includes generic alternatives to more expensive brand-name drugs, as well as covered brand-name drugs for which there may or may not be an available generic alternative. If a physician prescribes a drug that is not on the formulary, but is medically necessary, you, your physician or your PCP may call Empire Pharmacy Management at 1-800-839-8442 and present a case for an exception. Otherwise, nonformulary drugs, as well as over-the-counter (OTC) drugs (even when prescribed by a doctor), are not covered. Please note that Empire regularly reviews this list of drugs and may adjust it.

Covered medications and accessories include:

- Drugs for which a prescription is required by law
- Injectables (self-administered) including insulin and allergy serum (a copay charge applies to each vial)
- Diabetic supplies, including insulin syringes, needles, glucose test tablets and test tape, glucose monitors and test strips, Benedict's solution or equivalent and acetone test tablets (covered under "Medical and Surgical Benefits")
- Oral and injectable contraceptive drugs (except Norplant); contraceptive diaphragms (all contraceptives are available only through the Plan's Mail Order Program)
- Clomiphene (tablets); pergonal and metrodin (injectables)
- Disposable needles and syringes needed to inject covered prescribed medication
- Nutritional supplements for the treatment of phenylketonuria, branch-chained ketonuria, galactosemia and homocystinuria

Intravenous fluids and medication for home use, covered implantable drugs, and some injectable drugs are covered under Medical and Surgical Benefits.

What is not covered

- Drugs available without a prescription or for which there is a nonprescription equivalent available
- Drugs obtained at a non-Plan pharmacy except for out-of-area emergencies
- Vitamins and nutritional substances that can be purchased without a prescription (except where mandated by law)
- Fertility drugs (except clomiphene-tablets; pergonal and metrodin-injectables)
- Drugs for cosmetic purposes
- Drugs to enhance athletic performance
- Norplant
- Smoking cessation drugs and medication

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Dental Benefits

Dental Care

Accidental injury benefits Restorative services and supplies necessary to promptly repair (but not replace) sound natural teeth. The need for these services must result from an accidental injury, occurring while the member is covered under the FEHB Program, and the care must be performed within 12 months of the accident. **You pay** nothing.

What is not covered Other dental services not shown as covered

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Non-FEHB Benefits Available to Plan Members

The benefits described on this page are neither offered nor guaranteed under the contract with the FEHB Program, but are made available to all enrollees and family members of this Plan. The cost of the benefits described on this page is not included in the FEHB premium and any charges for these services do not count toward any FEHB deductibles or out-of-pocket maximums. These benefits are not subject to the FEHB disputed claims procedure.

Personal Health AdvisorSM

Our **Empire Health Line** gives you and your family valuable health care information, 24 hours a day, 365 days a year—all through a toll-free phone number. You can speak to specially trained registered nurses any hour of the day or night about a specific symptom or health concern, or to discuss major health care decisions. Plus, the AudioHealth Library offers you access to more than 430 pre-recorded health topics, ranging from everyday illnesses such as colds and sore throats to more serious conditions such as cancer and diabetes in English or in Spanish. You and your family can also get referrals to providers and other health care resources that best meet your needs.

Empire BabyCareSM

Empire BabyCareSM is our comprehensive maternity management program designed to promote healthy pregnancies and low-cost deliveries. Our program works in conjunction with expectant mothers and their doctors to offer educational materials and other services that support the prenatal care plan. The program offers comprehensive interviews to identify potential high-risk pregnancies and, if appropriate, access to a network of physicians specially trained to deal with complicated pregnancies.

Away From Home CareSM

With **HMO Blue USA**, if you and your family are traveling or are away from home for an extended period of time and need medical care, you can receive the same quality benefits you enjoy from your HMO at home, through the Urgent Care and Guest Membership Programs. Just call our toll-free number and an Away from Home CareSM Coordinator will put you in touch with a qualified physician you can trust in virtually every state across the country.

MBC-Empire

MBC-Empire, our behavioral health care management program, offers you and your family personal, confidential mental health and substance abuse services, 24 hours a day, 365 days a year. Whether you need help with day-to-day problems or more serious concerns, MBC-Empire gives you toll-free access to specially trained patient care coordinators who will refer you to an appropriate provider or program.

Health Education Programs

Our **Health Education programs**, focusing on Stress Management, Healthy Heart, Breast Wellness, Nutrition and Weight Management, and Asthma Education, help you and your family achieve optimal health.

Empire Centers Of Excellence

Our **Centers of Excellence** address the special needs of organ transplantation cases by offering you and your family access to a quality national transplant network.

Vision Care

With the **Davis Vision “Buy-A-Voucher”** program, you and your dependents will receive quality vision care at significantly reduced costs. In addition to a comprehensive eye examination and your choice of single vision, bifocal or trifocal lenses for \$130.00, you can choose from many optional items, including fine designer frames, at fixed, low prices. Services will be provided by Davis Vision’s Preferred Provider Network, offering access to more than 500 doctors throughout New York.

Member Outreach Program

Within a few weeks of the effective date of your coverage, one of our **Member Outreach Program** representatives will call you to ensure you “get off on the right foot” and learn about important features of your plan, without encountering any surprises or difficulties. Specifically, our representative will explain the PCP role and referral process, make sure you have received your Welcome Kit, outline Personal Health Advisor services, encourage you to read your Member Handbook, and invite you to call our toll-free customer service hotline whenever you have questions or concerns.

Medicare Prepaid Plan Enrollment

This Plan offers Medicare recipients the opportunity to enroll in the Plan through Medicare. As indicated on page 4, annuitants and former spouses with FEHB coverage and Medicare Part B may elect to drop their FEHB coverage and enroll in a Medicare prepaid plan when one is available in their area. They may then later reenroll in the FEHB Program. Most Federal annuitants have Medicare Part A. Those without Medicare Part A may join this Medicare prepaid plan but will probably have to pay for hospital coverage in addition to the Part B premium. Before you join the plan, ask whether the plan covers hospital benefits and, if so, what you will have to pay.

Contact your retirement system for information on dropping your FEHB enrollment and changing to a Medicare prepaid plan. Contact us at 1-800-809-7328 for information on the Medicare prepaid plan and the cost of that enrollment.

Benefits on this page are not part of the FEHB contract

How To Obtain Benefits

Questions

If you have a question concerning Plan benefits or how to arrange for care, contact the Plan's Member Services Office at 1-800-453-0113 or 1-800-241-6894 TDD (telephone number for the hearing impaired), or you may write to the Plan at Empire Blue Cross and Blue Shield, P.O. Box 11806, Albany, NY 12211. You may also contact the plan by fax at 516-367-5455, or at its website at <http://www.empirehealthcare.com>.

Disputed claims review

Plan reconsideration

If a claim for payment or services is denied by the Plan, you must ask the Plan, in writing and within six months of the date of the denial, to reconsider its denial before you request a review by OPM. (This time limit may be extended if you show you were prevented by circumstances beyond your control from making your request within the time limit.) OPM will not review your request unless you demonstrate that you gave the Plan an opportunity to reconsider your claim. Your written request to the Plan must state why, based on specific benefit provisions in this brochure, you believe the denied claim for payment or service should have been paid or provided.

Within 30 days after receipt of your request for reconsideration, the Plan must affirm the denial in writing to you, pay the claim, provide the service, or request additional information reasonably necessary to make a determination. If the Plan asks a provider for information it will send you a copy of this request at the same time. The Plan has 30 days after receiving the information to give its decision. If this information is not supplied within 60 days, the Plan will base its decision on the information it has on hand.

OPM Review

If the Plan affirms its denial, you have the right to request a review by OPM to determine whether the Plan's actions are in accordance with the terms of its contract. You must request the review within 90 days after the date of the Plan's letter affirming its initial denial.

You may also ask OPM for a review if the Plan fails to respond within 30 days of your written request for reconsideration or 30 days after you have supplied additional information to the Plan. In this case, OPM must receive a request for review within 120 days of your request to the Plan for reconsideration or of the date you were notified that the Plan needed additional information, either from you or from your doctor or hospital.

This right is available only to you or the executor of a deceased claimant's estate. Providers, legal counsel, and other interested parties may act as your representative only with your specific written consent to pursue payment of the disputed claim. OPM must receive a copy of your written consent with their request for review.

Your written request for an OPM review must state why, based on specific benefit provisions in this brochure, you believe the denied claim for payment or service should have been paid or provided. If the Plan has reconsidered and denied more than one unrelated claim, clearly identify the documents for each claim.

Your request must include the following information or it will be returned by OPM:

- A copy of your letter to the Plan requesting reconsideration;
- A copy of the Plan's reconsideration decision (if the Plan failed to respond, provide instead (a) the date of your request to the Plan or (b) the dates the Plan requested and you provided additional information to the Plan);
- Copies of documents that support your claim, such as doctors' letters, operative reports, bills, medical records, and explanation of benefit (EOB) forms; and
- Your daytime phone number.

Medical documentation received from you or the Plan during the review process becomes a permanent part of the disputed claim file, subject to the provisions of the Freedom of Information Act and the Privacy Act.

Send your request for review to: Office of Personnel Management, Office of Insurance Programs, Contracts Division 3, P.O. Box 436, Washington, DC 20044.

How To Obtain Benefits

You (or a person acting on your behalf) may not bring a lawsuit to recover benefits on a claim for treatment, services, supplies or drugs covered by this Plan until you have exhausted the OPM review procedure, established at section 890.105, title 5, Code of Federal Regulations (CFR). If OPM upholds the Plan's decision on your claim, and you decide to bring a lawsuit based on the denial, the lawsuit must be brought no later than December 31 of the third year after the year in which the services or supplies upon which the claim is predicated were provided. Pursuant to section 890.107, title 5, CFR, such a lawsuit must be brought against the Office of Personnel Management in Federal court.

Federal law exclusively governs all claims for relief in a lawsuit that relates to this Plan's benefits or coverage or payments with respect to those benefits. Judicial action on such claims is limited to the record that was before OPM when it rendered its decision affirming the Plan's denial of the benefit. The recovery in such a suit is limited to the amount of benefits in dispute.

Privacy Act statement — If you ask OPM to review a denial of a claim for payment or service, OPM is authorized by chapter 89 of title 5, U.S.C., to use the information collected from you and the Plan to determine if the Plan has acted properly in denying you the payment or service, and the information so collected may be disclosed to you and/or the Plan in support of OPM's decision on the disputed claim.

How BlueChoice® HMO Changes January 1999

Do not rely on this page; it is not an official statement of benefits.

Program-wide changes

Several changes have been made to comply with the President's Mandate to implement the recommendations of the Patient Bill of Rights.

If you have a chronic, complex, or serious medical condition that causes you to frequently see a plan specialist, your primary care doctor will develop a treatment plan with you and your health plan that allows an adequate number of direct access visits with that specialist, without the need to obtain further referrals (see page 8 for details).

A medical emergency is defined as the sudden and unexpected onset of a condition or an injury that you believe endangers your life or could result in serious injury or disability, and requires immediate medical or surgical care (see page 15).

The diagnosis, evaluation and medical management of Gilles de la Tourettes Syndrome will be covered under this Plan's Medical and Surgical Benefits provisions. Related drug costs will be covered under this Plan's Prescription Drug Benefits, and any costs for psychological testing or psychotherapy will be covered under this Plan's Mental Conditions Benefits. Office visits for the medical aspects of treatment do not count toward the 60 outpatient mental conditions visit limit.

Changes to this Plan

Chiropractic office visits will now be treated as any other referred visit to a network specialist. The \$5 copay will apply.

The Plan's service area has been expanded to include Clinton County.

The Prescription drug benefit has decreased from a 34 day/100 unit supply per \$5 copay to a 30 day/90 unit supply per \$5 copay.

The Prescription drug benefit has decreased, to exclude smoking cessation drugs and medication.

Summary of Benefits for BlueChoice® HMO - 1999

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

| | Benefits | Plan pays/provides | Page |
|------------------------------|--------------------------|---|--------|
| Inpatient Care | Hospital | Comprehensive range of medical and surgical services without dollar or day limit. Includes in-hospital doctor care, room and board, general nursing care, private room and private nursing care if medically necessary, diagnostic tests, drugs and medical supplies, use of operating room, intensive care and complete maternity care. You pay nothing | 14 |
| | Extended care | All necessary services for 60 days per member per calendar year. You pay nothing | 14 |
| | Mental conditions | Diagnosis and treatment of acute psychiatric conditions for up to 60 days of inpatient care per year. You pay nothing | 17 |
| | Substance abuse | Up to 30 days per year in a substance abuse treatment program. You pay nothing | 17 |
| Outpatient Care | | Comprehensive range of services such as diagnosis and treatment of illness or injury, including specialist's care; preventive care, including well-baby care, periodic check-ups and routine immunizations; laboratory tests and X-rays; complete maternity care. You pay a \$5 copay per office visit; copays are waived for maternity care and well-child care; \$5 per house call by a doctor | 12, 13 |
| | Home health care | All necessary visits by nurses and health aides. You pay nothing | 12, 13 |
| | Mental conditions | Up to 60 outpatient visits per year. You pay a \$5 copay per visit..... | 17 |
| | Substance abuse | Up to 60 outpatient visits maximum per year for the treatment of alcoholism and substance abuse; you pay nothing | 17 |
| Emergency care | | Reasonable charges for services and supplies required because of a medical emergency. You pay a \$35 copay to the hospital for each emergency room visit and any charges for services that are not covered by this Plan..... | 15, 16 |
| Prescription drugs | | Drugs prescribed by a Plan doctor and obtained at a Plan pharmacy. You pay a \$5 copay per prescription unit or refill..... | 18 |
| Dental care | | Accidental injury benefit; you pay nothing | 19 |
| Vision care | | No current benefit..... | 20 |
| Out-of-pocket Maximum | | Your out-of-pocket expenses for benefits covered under this Plan are limited to the stated copayments which are required for a few benefits..... | 9 |

1999 Rate Information for BlueChoice HMO

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

Postal rates apply to most career U.S. Postal Service employees, but do not apply to non-career Postal employees, Postal retirees, certain special Postal employment categories or associate members of any Postal employee organization. If you are in a special Postal employment category, refer to the FEHB Guide for that category.

| Type of Enrollment | Code | Non-Postal Premium | | | | Postal Premium | |
|--------------------|------|--------------------|------------|-------------|------------|----------------|------------|
| | | Biweekly | | Monthly | | Biweekly | |
| | | Gov't Share | Your Share | Gov't Share | Your Share | USPS Share | Your Share |

| | | | | | | | |
|-----------------|-----|----------|----------------|----------|-----------------|----|------|
| Self Only | S71 | \$69.60 | \$23.20 | \$150.80 | \$50.27 | \$ | \$ |
| Self and Family | S72 | \$160.39 | \$82.12 | \$347.51 | \$177.93 | \$ | \$NY |

| | | | | | | | |
|-----------------|-----|----------|----------------|----------|-----------------|----|------|
| Self Only | 5K1 | \$54.11 | \$18.03 | \$117.23 | \$39.07 | \$ | \$ |
| Self and Family | 5K2 | \$141.44 | \$47.15 | \$306.46 | \$102.15 | \$ | \$NY |

| | | | | | | | |
|-----------------|-----|----------|----------------|---------|-----------------|----------|----------------|
| Self Only | 5L1 | \$61.50 | \$20.50 | \$133.2 | \$44.42 | \$72.78 | \$9.22 |
| Self and Family | 5L2 | \$160.39 | \$53.91 | \$347.5 | \$116.81 | \$183.29 | \$31.01 |