

SECTION XII

Mental Health Care and Substance Use Services

Please refer to the Schedule of Benefits section of this [Contract; Policy] for Cost-Sharing requirements, day or visit limits, and any Preauthorization or Referral requirements that apply to these benefits which are no more restrictive than those that apply to medical and surgical benefits in accordance with the federal Mental Health Parity and Addiction Equity Act of 2008. *{Drafting Note: HMOs and gatekeeper EPO products may not impose preauthorization requirements on the member for in-network coverage.}*

A. Mental Health Care Services. We Cover the following mental health care services to treat a mental health condition. For purposes of this benefit, “mental health condition” means any mental health disorder as defined in the most recent edition of the [Diagnostic and Statistical Manual of Mental Disorders] or the most recent edition of another generally recognized independent standard of current medical practice such as the International Classification of Diseases.

- 1. Inpatient Services.** We Cover inpatient mental health care services relating to the diagnosis and treatment of mental health conditions comparable to other similar Hospital, medical and surgical coverage provided under this [Contract; Policy]. Coverage for inpatient services for mental health care is limited to Facilities defined in New York Mental Hygiene Law Section 1.03(10), such as:
- A psychiatric center or inpatient Facility under the jurisdiction of the New York State Office of Mental Health;
 - A state or local government run psychiatric inpatient Facility;
 - A part of a Hospital providing inpatient mental health care services under an operating certificate issued by the New York State Commissioner of Mental Health;
 - A comprehensive psychiatric emergency program or other Facility providing inpatient mental health care that has been issued an operating certificate by the New York State Commissioner of Mental Health;

and, in other states, to similarly licensed or certified Facilities. [In the absence of a similarly licensed or certified Facility, the Facility must be accredited by the Joint Commission on Accreditation of Health Care Organizations or a national accreditation organization recognized by Us.] *{Drafting Note: The bracketed language regarding facilities outside New York is optional.}*

We also Cover inpatient mental health care services relating to the diagnosis and treatment of mental health conditions received at Facilities that provide residential treatment, including room and board charges. Coverage for

residential treatment services is limited to Facilities defined in New York Mental Hygiene Law Section 1.03 and to residential treatment facilities that are part of a comprehensive care center for eating disorders identified pursuant to New York Mental Hygiene Law Article 30; and, in other states, to Facilities that are licensed or certified to provide the same level of treatment. [In the absence of a licensed or certified Facility that provides the same level of treatment, the Facility must be accredited by the Joint Commission on Accreditation of Health Care Organizations or a national accreditation organization recognized by Us.]
{Drafting Note: The bracketed language regarding facilities outside New York is optional.}

- 2. Outpatient Services.** We Cover outpatient mental health care services, including but not limited to partial hospitalization program services and intensive outpatient program services, relating to the diagnosis and treatment of mental health conditions. We Cover [up to a total of 20] family counseling visits during a [Plan Year / calendar year]. Family counseling includes family counseling visits with the enrollee present and family counseling visits without the enrollee present. Coverage for outpatient services for mental health care includes Facilities that have been issued an operating certificate pursuant to New York Mental Hygiene Law Article 31 or are operated by the New York State Office of Mental Health, and crisis stabilization centers licensed pursuant to New York Mental Hygiene Law section 36.01 and, in other states, to similarly licensed or certified Facilities; and services provided by a licensed psychiatrist or psychologist; a licensed clinical social worker ; a licensed nurse practitioner; a licensed mental health counselor; a licensed marriage and family therapist; a licensed psychoanalyst;; or a professional corporation or a university faculty practice corporation thereof. [In the absence of a similarly licensed or certified Facility, the Facility must be accredited by the Joint Commission on Accreditation of Health Care Organizations or a national accreditation organization recognized by Us.] We Cover, upon the referral of a Physician, comprehensive neuropsychological examinations for dyslexia when performed by a Health Care Professional. Outpatient services also include nutritional counseling to treat a mental health condition.

{Drafting Note: The bracketed language regarding facilities outside New York is optional.}

- 3. Autism Spectrum Disorder.** We Cover the following services when such services are prescribed or ordered by a licensed Physician or a licensed psychologist and are determined by Us to be Medically Necessary for the screening, diagnosis, or treatment of autism spectrum disorder. For purposes of this benefit, “autism spectrum disorder” means any pervasive developmental disorder defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders at the time services are rendered.

1. **Screening and Diagnosis.** We Cover assessments, evaluations, and tests to determine whether someone has autism spectrum disorder.
2. **Assistive Communication Devices.** We Cover a formal evaluation by a speech-language pathologist to determine the need for an assistive communication device. Based on the formal evaluation, We Cover the rental or purchase of assistive communication devices when ordered or prescribed by a licensed Physician or a licensed psychologist if You are unable to communicate through normal means (i.e., speech or writing) when the evaluation indicates that an assistive communication device is likely to provide You with improved communication. Examples of assistive communication devices include communication boards and speech-generating devices. [Coverage is limited to dedicated devices. We will only Cover devices that generally are not useful to a person in the absence of a communication impairment. We do not Cover items, such as, but not limited to, laptop, desktop or tablet computers.] We Cover software and/or applications that enable a laptop, desktop or tablet computer to function as a speech-generating device. Installation of the program and/or technical support is not separately reimbursable. We will determine whether the device should be purchased or rented.

{Drafting Note: Insert the bracketed language if applicable.}

We Cover repair, replacement fitting and adjustments of such devices when made necessary by normal wear and tear or significant change in Your physical condition. We do not Cover the cost of repair or replacement made necessary because of loss or damage caused by misuse, mistreatment, or theft; however, We Cover one (1) repair or replacement per device type that is necessary due to behavioral issues]. Coverage will be provided for the device most appropriate to Your current functional level. [We do not Cover delivery or service charges or routine maintenance.]

{Drafting Note: Insert the bracketed language if applicable.}

3. **Behavioral Health Treatment.** We Cover counseling and treatment programs that are necessary to develop, maintain, or restore, to the maximum extent practicable, the functioning of an individual. We will provide such Coverage when provided by a licensed Provider. We Cover applied behavior analysis when provided by a licensed or certified applied behavior analysis Health Care Professional. "Applied behavior analysis" means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.
4. **Psychiatric and Psychological Care.** We Cover direct or consultative services provided by a psychiatrist, psychologist or a licensed clinical social

worker with the experience required by the New York Insurance Law, licensed in the state in which they are practicing.

- 5. Therapeutic Care.** We Cover therapeutic services necessary to develop, maintain, or restore, to the greatest extent practicable, functioning of the individual when such services are provided by licensed or certified speech therapists, occupational therapists, physical therapists and social workers to treat autism spectrum disorder and when the services provided by such Providers are otherwise Covered under this [Contract; Policy]. Except as otherwise prohibited by law, services provided under this paragraph shall be included in any visit maximums applicable to services of such therapists or social workers under this [Contract; Policy].
- 6. Pharmacy Care.** We Cover Prescription Drugs to treat autism spectrum disorder that are prescribed by a Provider legally authorized to prescribe under Title 8 of the New York Education Law. Coverage of such Prescription Drugs is subject to all the terms, provisions, and limitations that apply to Prescription Drug benefits under this [Contract; Policy].
- 7. Limitations.** We do not Cover any services or treatment set forth above when such services or treatment are provided pursuant to an individualized education plan under the New York Education Law. The provision of services pursuant to an individualized family service plan under New York Public Health Law Section 2545, an individualized education plan under New York Education Law Article 89, or an individualized service plan pursuant to regulations of the New York State Office for People With Developmental Disabilities shall not affect coverage under this [Contract; Policy] for services provided on a supplemental basis outside of an educational setting if such services are prescribed by a licensed Physician or licensed psychologist.

You are responsible for any applicable Copayment or Coinsurance provisions under this [Contract; Policy] for similar services. For example, any Copayment or Coinsurance that applies to physical therapy visits will generally also apply to physical therapy services Covered under this benefit; and any Copayment or Coinsurance for Prescription Drugs will generally also apply to Prescription Drugs Covered under this benefit. See the Schedule of Benefits section of this [Contract; Policy] for the Cost-Sharing requirements that apply to applied behavior analysis services and assistive communication devices.

B. Substance Use Services. We Cover the following substance use services to treat a substance use disorder. For purposes of this benefit, “substance use disorder” means any substance use disorder as defined in the most recent edition of the [Diagnostic and Statistical Manual of Mental Disorders].

{Drafting Note: If using a source other than the Diagnostic and Statistical Manual of

Mental Disorders for the definition of substance use disorder, insert the name of the source which must be a generally recognized independent standard of current medical practice, such as the International Classification of Diseases.}

- 1. Inpatient Services.** We Cover inpatient substance use services relating to the diagnosis and treatment of substance use disorders. This includes Coverage for detoxification and rehabilitation services for substance use disorders. Inpatient substance use services are limited to Facilities in New York State which are licensed, certified or otherwise authorized by the Office of Addiction Services and Supports (“OASAS”); and, in other states, to those Facilities that are licensed, certified or otherwise authorized by a similar state agency and accredited by the Joint Commission [or a national accreditation organization recognized by Us] as alcoholism, substance abuse or chemical dependence treatment programs.

We also Cover inpatient substance use services relating to the diagnosis and treatment of substance use disorders received at Facilities that provide residential treatment, including room and board charges. Coverage for residential treatment services is limited to Facilities that are licensed, certified or otherwise authorized by OASAS; and, in other states, to those Facilities that are licensed, certified or otherwise authorized by a similar state agency and accredited by the Joint Commission [or a national accreditation organization recognized by Us] as alcoholism, substance abuse or chemical dependence treatment programs to provide the same level of treatment.

{Drafting Note: The bracketed language regarding the national accreditation organization is optional.}

- 2. Outpatient Services.** We Cover outpatient substance use services relating to the diagnosis and treatment of substance use disorders, including but not limited to partial hospitalization program services, intensive outpatient program services, opioid treatment programs including peer support services, counseling, and medication-assisted treatment. Such Coverage is limited to Facilities in New York State that are licensed, certified or otherwise authorized by OASAS to provide outpatient substance use disorder services, and crisis stabilization centers licensed pursuant to New York Mental Hygiene Law section 36.01 and, in other states, to those that are licensed, certified or otherwise authorized by a similar state agency and accredited by the Joint Commission [or a national accreditation organization recognized by Us] as alcoholism, substance abuse or chemical dependence treatment programs. Coverage in an OASAS-certified Facility includes services provided by an OASAS credentialed Provider. Coverage is also available in a professional office setting for outpatient substance use disorder services relating to the diagnosis and treatment of alcoholism, substance use and dependency or by Physicians who have been granted a waiver pursuant to the federal Drug Addiction Treatment Act of 2000 to prescribe Schedule III, IV and V narcotic medications for the treatment of opioid addiction during the Acute detoxification stage of treatment or during stages of rehabilitation.

{Drafting Note: The bracketed language regarding the national accreditation organization is optional.}

C. Network Access for Mental Health Care and Substance Use Services.

1. Definitions.

Terms used in this section are defined as follows. (Other defined terms can be found in the Definitions section of this [Certificate; Contract; Policy]).

- **Access Complaint:** Your complaint to Us when You cannot access a Participating Provider within the required Appointment Wait Time.
- **Appointment Wait Time:** The time from the initial request for outpatient mental health care or outpatient substance use services to the earliest date offered for the appointment for services.

2. Network Provider Access

When You request an appointment for outpatient mental health care or outpatient substance use services, a Participating Provider must offer You an appointment within the following Appointment Wait Times:

- Ten (10) business days for an initial appointment; and
- Seven (7) calendar days for an appointment following a discharge from a Hospital or an emergency room visit.

The above timeframes can be satisfied through a telehealth visit with a Participating Provider, unless You specifically request an in-person visit.

We have designated staff to assist You in finding a Participating Provider who can treat Your mental health condition or substance use disorder. You may contact Our designated staff by calling [XXX; the number on Your ID Card and then selecting extension [XX]] [or] [the number available on Our website [at XXX]].

{Drafting Note: Plans must insert a designated number that is different than the plan's general phone number. If inserting the number on the insured's ID card, the direct extension of the designated staff must also be included.}

If there is not a Participating Provider available within the Appointment Wait Time who can treat Your mental health condition or substance use disorder, You or Your designee may submit an Access Complaint to Us by calling [XXX], by writing to us at [insert mailing address], or electronically [[by visiting Our website [at XXX]] [or] [by email at [insert email address]]].

{Drafting Note: Plans must insert a phone number, a mailing address, and an electronic method of submitting an access complaint.}

Upon receipt of Your Access Complaint, We have three (3) business days to locate a Participating Provider who can (1) treat Your mental health condition or substance use disorder, (2) is able to meet the Appointment Wait Time, and (3) is located within a reasonable distance from You if You request an in-person appointment (rather

than a telehealth appointment). If We cannot locate a Participating Provider who meets these requirements, We will:

- Notify You by telephone, if Your request was made by telephone, and in writing, that You may obtain a [Referral; authorization] to a Non-Participating Provider at the In-Network Cost-Sharing; and
- Approve a [Referral; authorization] to a Non-Participating Provider who:
 - Can treat Your mental health condition or substance use disorder;
 - Is able to meet the Appointment Wait Time;
 - Is located within a reasonable distance from You if You request an in-person appointment; and
 - Charges rates that are not excessive or unreasonable.

The [Referral; authorization] will remain in effect until the earlier of the following:

- The services are no longer Medically Necessary; or
- We locate a Participating Provider who:
 - Can treat Your mental health condition or substance use disorder;
 - Is able to meet the Appointment Wait Time;
 - Is located within a reasonable distance from You if You request an in-person appointment; and
 - Your treatment can be transitioned to the Participating Provider, unless We determine, in consultation with Your treating Provider, as appropriate, that such transition would be harmful to You.

Covered Services rendered by the Non-Participating Provider will be Covered by Us as if they were provided by a Participating Provider. You will be responsible only for any applicable In-Network Cost-Sharing. Any Cost-Sharing that would have applied had the services been received from a Participating Provider will apply toward Your In-Network Out-of-Pocket Limit.

See the Utilization Review and External Appeal sections of this [Certificate; Contract; Policy] for Your right to an internal Appeal and external Appeal of Our determination that a service is not Medically Necessary and the Grievance section of this [Certificate; Contract; Policy] for any other determination.