

# BlueCare

## Everyday Health 1477C

### Schedule of Benefits

This Schedule of Benefits is part of your Contract, where more detailed information about your benefits can be found. Review this Schedule of Benefits carefully; it contains important information concerning your share of the expenses for Covered Services you receive. Amounts listed in this schedule are the Cost Share amount **you pay**.

This plan has limited eligibility requirements. The Marketplace determines whether you meet the eligibility requirements for this cost share reduction plan.

THIS PLAN IS A QUALIFIED HEALTH PLAN ON THE HEALTH INSURANCE MARKETPLACE.

FINANCIAL FEATURES	YOU PAY
<b>Calendar Year Deductibles (DED) - Embedded</b>	
Individual Deductible	\$500
Family Deductible	\$1,000
<b>Coinsurance</b> (The percentage of the Allowed Amount <b>you pay</b> for Covered Services)	10%
<b>Out-of-Pocket Maximums - Embedded</b>	
Individual Out-of-Pocket Maximum	\$2,000
Family Out-of-Pocket Maximum	\$4,000
Medical Pharmacy per person, per month	\$240

What **applies** to the out-of-pocket maximum?

- All Copayments (including Pharmacy)
- Coinsurance (including Pharmacy)
- DED

What **does not apply** to out-of-pocket maximums?

- Non-covered charges
- Benefit penalties

## MEDICAL BENEFITS

You should always verify a Provider's participation status before you receive Health Care Services. To verify a Provider's specialty or participation status, you may contact our local office or access the most recent BlueCare provider directory on your member account at [www.floridablue.com](http://www.floridablue.com).

Unless indicated otherwise, Copays listed in the charts that follow, apply per visit.

PREVENTIVE SERVICES	YOU PAY
Adult Wellness Services (at all locations)	\$0
Child Wellness Services (at all locations)	\$0
Mammograms	\$0
Routine Colonoscopies (Ages 50+)	\$0

OFFICE SERVICES	YOU PAY
<b>Office Visits rendered by</b>	
Blue Physician Recognition (Florida only) and Primary Care Physicians	visits 1-3 \$0 Copay** thereafter \$5 Copay
Specialist Physicians and other health care professionals licensed to perform such Services	10% after DED
<b>Allergy Injections and Allergy Testing rendered by</b>	
Blue Physician Recognition (Florida only) and Primary Care Physicians	10% after DED
Specialist Physicians and other health care professionals licensed to perform such Services	10% after DED
<b>E-Visits rendered by</b>	
Blue Physician Recognition (Florida only) and Primary Care Physicians	\$10 Copay
Specialist Physicians and other health care professionals licensed to perform such Services	\$10 Copay
<b>Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear medicine) rendered by</b>	
Blue Physician Recognition (Florida only) and Primary Care Physicians	10% after DED
Specialist Physicians and other health care professionals licensed to perform such Services	10% after DED

OFFICE SERVICES	YOU PAY
<b>Outpatient Therapies and Spinal Manipulation rendered by</b> Blue Physician Recognition (Florida only) and Primary Care Physicians	visits 1-3 \$0 Copay** thereafter \$5 Copay
Specialist Physicians and other health care professionals licensed to perform such Services	10% after DED
<b>Medical Pharmacy</b> Prescription Drugs administered in a Physician's office	\$60 Copay

**Important:** The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the office Services Cost Share. Medical Pharmacy does not include immunizations, allergy injections or Services covered through the pharmacy program. Please refer to your Contract for a description of Medical Pharmacy.

**\*\*Blue Physician Recognition (Florida only) and Primary Care Physician Visits:** Each Covered Person each Calendar Year is eligible for three (3) visits at no Cost Share for any combination of office visits rendered by Blue Physician Recognition (Florida only) and Primary Care Physicians, including behavioral health and outpatient therapies and spinal manipulation Services. This reduced Cost Share applies to the first 3 covered visits in the Calendar Year. Thereafter, office visits are covered at the Blue Physician Recognition (Florida only) and Primary Care Physicians Cost Share shown above.

OUTPATIENT DIAGNOSTIC SERVICES	YOU PAY
<b>Independent Clinical Lab</b>	\$0 Copay
<b>Independent Diagnostic Testing Center</b> Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear medicine)	10% after DED
All other diagnostic Services (e.g., X-rays)	10% after DED
<b>Outpatient Hospital Facility</b> Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear medicine)	10% after DED
All other diagnostic Services (e.g., X-rays)	10% after DED

<b>EMERGENCY AND URGENT CARE SERVICES</b>	<b>YOU PAY</b>
<b>Ambulance Services</b>	10% after DED
<b>Convenient Care Center</b>	\$5 Copay
<b>Emergency Room Visits</b>	
In-Network Facility	10% after DED
Out-of-Network Facility	10% after DED
Physician Services	\$0 Copay
<b>Urgent Care Center</b>	10% after DED

<b>HOSPITAL AND SURGICAL SERVICES</b>	<b>YOU PAY</b>
<b>Ambulatory Surgical Center</b>	
Facility	10% after DED
Physician Services	\$0 Copay
<b>Inpatient Hospital</b>	
Facility	10% after DED
Physician Services	\$0 Copay
<b>Outpatient Facility</b>	
Facility	10% after DED
Physician Services	\$0 Copay

<b>OTHER SERVICES</b>	<b>YOU PAY</b>
<b>Birth Center</b>	10% after DED
<b>Dialysis Center</b>	10% after DED
<b>Durable Medical Equipment</b>	
Motorized wheelchairs	\$500 Copay
All other Durable Medical Equipment	\$0 Copay
<b>Enteral Formula</b>	10% after DED
<b>Home Health Care</b>	\$0 Copay
<b>Prosthetic and Orthotic Devices</b>	\$0 Copay
<b>Second Medical Opinion</b>	
In-Network Provider	10% after DED
Out-of-Network Provider	40% after DED
<b>Skilled Nursing Facility</b>	10% after DED

## **BENEFIT MAXIMUMS**

All benefit maximums apply per person and are based on the Calendar Year.

**Home Health Care** Visits..... 20

**Inpatient Rehabilitation** Days ..... 30

**Outpatient Therapies and Spinal Manipulation** Visits..... 35

**Note:** Spinal Manipulations are limited to 35 per Calendar Year and accumulate towards the Outpatient Therapies and Spinal Manipulation combined visit maximum.

**Skilled Nursing Facility** Days ..... 60

# PRESCRIPTION DRUG PROGRAM

## BlueCare Rx Pharmacy Program

For a list of In-Network Pharmacies, you may contact our local office or access the most recent provider directory on your member account at [www.floridablue.com](http://www.floridablue.com).

COST SHARE TIER	Retail Pharmacy (for <u>each</u> One-Month Supply*)	Mail Order Pharmacy (up to a Three-Month Supply)
<b>Tier 1:</b> Generic Prescription Drugs and Supplies included on the Value Drug List	\$4	\$0
Preferred Generic Prescription Drugs and Supplies and Covered OTC Drugs	\$4	\$10
<b>Tier 2:</b> Brand Name Prescription Drugs and Supplies included on the Value Drug List	\$8	\$20
Preferred Brand Name Prescription Drugs and Supplies	\$10	\$25
<b>Tier 3:</b> Non-Preferred Prescription Drugs and Supplies	\$30	\$75
<b>Tier 4:</b> Specialty Prescription Drugs**	\$75	Not Covered

**Other Important Information affecting the amount you will pay:**

- \* You can get up to a Three-Month Supply of a Covered Prescription Drug or Covered Prescription Supply (except Specialty Drugs) from a retail Pharmacy, if the Prescription is written for a Three-Month Supply.
- \*\* Specialty Drugs are only covered when purchased from the Specialty Pharmacy and only up to a One-Month Supply. Some Specialty Drugs may be dispensed in lesser quantities due to manufacturer package size or course of therapy and certain Specialty Pharmacy products may have additional quantity limits.

# PEDIATRIC VISION SERVICES

Pediatric Vision Services rendered to a Covered Person who is under the age of 19, as listed in the WHAT IS COVERED? section of your Contract are covered at the Cost Share shown below.

<b>COVERED SERVICE</b>	<b>YOU PAY</b>
<b>Eye exam</b> one per Calendar Year .....	\$0
<ul style="list-style-type: none"> <li>• including dilation (when professionally indicated)</li> </ul>	
<b>Spectacle Lenses</b> one pair per Calendar Year .....	\$0
<ul style="list-style-type: none"> <li>• Clear plastic single vision, lined bifocal, trifocal or lenticular lenses (any Rx)</li> <li>• Oversize lenses</li> <li>• Scratch-resistant coating</li> <li>• Standard progressive lenses</li> <li>• Plastic photosensitive lenses</li> <li>• Polycarbonate lenses (for monocular patients and patients with prescriptions +/- 6.00 diopters or greater)</li> <li>• Tinting of plastic lenses</li> <li>• Ultraviolet coating</li> </ul>	
<b>Frames</b> one per Calendar Year from the Pediatric Frame Selection* .....	\$0
<p>* If you choose a frame that is not in the Pediatric Frame Selection you will be responsible for the difference in cost between the price of the frame selected and those available in the Pediatric Frame Selection. Any such amounts will not apply to any Deductibles or Out-of-Pocket maximums.</p>	
<b>Contact Lenses</b> (instead of eye glasses) once per Calendar Year from the Pediatric Contact Lens Selection** including the evaluation, fitting and follow-up care .....	\$0
<p>** If you do not select contact lenses from the Pediatric Contact Lens Selection you will be responsible for the difference in cost between the contact lenses selected and those available in the Pediatric Contact Lens Selection. Any such amounts will not apply to any Deductibles or Out-of-Pocket maximums.</p>	
<b>Medically Necessary Contact Lenses</b> (prior authorization is required) .....	\$0
<ul style="list-style-type: none"> <li>• Including the evaluation, fitting and follow-up care</li> </ul>	

# BlueCare

For Individuals Non-Group Contract

*Florida Blue* 

HMO

This Contract contains a deductible provision


Florida Blue HMO is a trade name of Health Options, Inc., an HMO subsidiary of Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

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# BlueCare

For Individuals Non-Group Contract



R. Chris Doerr  
Chief Executive Officer

For Customer Service Assistance: 800-FLA-BLUE

Contractholder Name: <Inserted Here>

Contract Number: <Inserted Here>

Group Number: <Inserted Here>

Contract Type: <Inserted Here>

Effective Date: <Inserted Here>

Monthly Rate: <Inserted Here>

*Florida Blue* 

HMO

4800 Deerwood Campus Parkway  
Jacksonville, Florida 32246

Florida Blue HMO is a trade name of Health Options, Inc., an HMO subsidiary of Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

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## **IMPORTANT NOTICE**

In deciding to issue this Contract to you, we relied on the truthfulness and accuracy of the information provided on the application. Please carefully read your application and notify us within 10 days if any of the information on it is incorrect or incomplete. Fraudulent statements or Material Misrepresentations on your application could result in the cancellation or Rescission of your Contract.

During the term of this Contract, we agree to provide the HMO coverage and benefits specifically provided in this Contract to covered individuals, subject to all applicable terms, conditions, limitations, and exclusions.

This Contract will stay in effect as long as you remain eligible for coverage and you pay your Premiums on time. This Contract can be Rescinded or canceled if you have made a fraudulent or Material Misrepresentation. This Contract can be canceled if we terminate the policy form for everyone covered by it.

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## HOW TO USE YOUR CONTRACT

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This is your Contract. You should read it carefully before you need Health Care Services. It contains valuable information about:

- your BlueCare benefits;
- what is covered;
- what is not covered;
- coverage and payment rules;
- how and when to file a claim and under what circumstances we will pay;
- what you will have to pay as your share; and
- other important information including when benefits may change; how and when coverage stops; how to continue coverage if you are no longer eligible; how we will coordinate benefits with other policies or plans; our subrogation rights; and our right of reimbursement.

Refer to the Schedule of Benefits to determine how much you have to pay for particular Health Care Services.

### **When reading your Contract, please remember:**

1. You should read this Contract in its entirety in order to determine if a particular Health Care Service is covered. Sometimes it may be necessary to change the standard language in this Contract. If changes are needed, we will create an Endorsement to this Contract, which will either be inserted after the section that it modifies, or at the end of the Contract. Be sure to always check for these additional documents before making benefit decisions.
2. The headings of sections contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of particular provisions.
3. References to “you” or “your” throughout refer to you as the Contractholder and to your Covered Dependents, unless expressly stated otherwise or unless, in the context in which the term is used, it is clearly intended otherwise. Any references, which refer solely to you as the Contractholder or solely to your Covered Dependents will be noted as such.
4. References to “we”, “us”, “our” and “Florida Blue HMO” throughout refer to Health Options, Inc.
5. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. If the word or phrase has a special meaning, it will either be defined in the DEFINITIONS section or within the particular section where it is used.

Where do I find information on...	...go to:
What is <b>covered</b> ?	The <b>WHAT IS COVERED?</b> section.
What is <b>not covered</b> ?	The <b>WHAT IS NOT COVERED?</b> section, along with the <b>WHAT IS COVERED?</b> section.
What is <b>covered</b> under my <b>retail pharmacy plan</b> ?	The <b>PRESCRIPTION DRUG PROGRAM</b> section
How do I know what <b>Providers</b> I can use, and how the Providers I use will affect my <b>Cost Share</b> amount?	The <b>HEALTH CARE PROVIDER OPTIONS</b> section and the <b>COVERAGE ACCESS RULES</b> section, along with the current <b>Provider Directory</b> .
How much do I pay for Health Care Services?	The <b>YOUR SHARE OF HEALTH CARE EXPENSES</b> section along with the <b>Schedule of Benefits</b> .
How do I access Services when I'm <b>out-of-state</b> ?	The <b>BLUECARD® PROGRAM</b> section.
How do I <b>add or remove a Dependent</b> ?	The <b>ELIGIBILITY AND ENROLLMENT FOR COVERAGE</b> section and the <b>TERMINATION OF COVERAGE</b> section.
What if I am covered under <b>BlueCare</b> and <b>another health plan</b> ?	The <b>COORDINATION OF BENEFITS</b> section.
What happens when <b>my coverage ends</b> ?	The <b>TERMINATION OF COVERAGE</b> section.
What do the <b>terms used</b> throughout this Contract <b>mean</b> ?	The <b>DEFINITIONS</b> section.
Who do I call if I have <b>questions</b> ?	Call our <b>customer service</b> department at <b>800-FLA-BLUE</b> (this phone number can also be found on your <b>ID Card</b> ).

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## WHAT IS COVERED?

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### Introduction

This section describes the Health Care Services that are covered under this Contract. All benefits for Covered Services are subject to: 1) your share of the cost and the benefit maximums listed on your Schedule of Benefits, 2) the applicable Allowed Amount, 3) any limitations and exclusions, as well as any other provisions contained in this Contract including any Endorsements that are part of your Contract, and 4) our Medical Necessity guidelines and Coverage Access Rules then in effect (see the MEDICAL NECESSITY and COVERAGE ACCESS RULES sections).

Remember that exclusions and limitations also apply to your coverage. Exclusions and limitations that are specific to a type of Service are included with the benefit description in this section. There are other exclusions and limitations listed in the WHAT IS NOT COVERED? section and, in some cases, separate Endorsements that are part of this Contract. More than one limitation or exclusion may apply to a specific Service or a particular situation.

We will provide coverage for the Health Care Services listed in this section only if they are:

1. authorized in advance by us, if prior coverage authorization is required (see the COVERAGE ACCESS RULES section);
2. within the Covered Services categories in this section;
3. rendered, prescribed or ordered by an **In-Network Provider** except when such Services are required for Emergency Services for the treatment of an Emergency Medical Condition;
4. actually rendered to you (not just recommended) by an appropriately licensed health care Provider who is recognized by us for payment;
5. billed to us on a claim form or itemized statement that lists the procedures and Services rendered to you. Claims and statements should include procedure codes, diagnosis codes and other information we require to process the claim;
6. Medically Necessary, as defined in this Contract and determined by us in accordance with our Medical Necessity coverage criteria in effect at the time Services are provided;
7. in accordance with our COVERAGE ACCESS RULES section;
8. rendered while your coverage is in force; and
9. not specifically or generally limited or excluded under this Contract.

We will determine whether Services are Covered Services under this Contract after you have obtained them and we have received a claim for them. In some cases we may determine if Services are Covered Services under this Contract before they are rendered to you.

We are not obligated to determine if a Service that has not been provided to you will be covered unless we have designated that the Service must be authorized in advance in the COVERAGE ACCESS RULES section. We are also not obligated to cover or pay for any Service that has not actually been rendered to you.

In determining if Health Care Services are Covered Services under this Contract, no written or verbal representation by any employee or agent of Florida Blue HMO or by any other person shall waive or modify the terms of this Contract and, therefore, neither you nor any health care Provider or other person should rely on any such written or verbal representation.

## **Covered Services Categories**

### **Allergy Testing and Treatments**

Testing and desensitization therapy (e.g., injections) and the cost of hyposensitization serum may be covered. The Allowed Amount for allergy testing is based upon the type and number of tests performed by the Physician. The Allowed Amount for allergy immunotherapy treatment is based on the type and number of doses.

### **Ambulance Services**

Ambulance Services provided by a ground vehicle may be covered when it is Medically Necessary to transport you from:

1. a Hospital that is unable to provide proper care to the nearest Hospital that can provide proper care;
2. a Hospital to your nearest home, or to a Skilled Nursing Facility; or
3. the place an Emergency Medical Condition occurs to the nearest Hospital that can provide proper care.

Medically Necessary expenses for Ambulance Services by boat, airplane, or helicopter are limited to the Allowed Amount for a ground vehicle unless:

1. the pick-up point is not accessible by ground vehicle;
2. speed in excess of ground vehicle speed is critical; or
3. the travel distance involved in getting you to the nearest Hospital that can provide proper care is too far for medical safety, as determined by us.

### **Exclusion**

Non-emergency Ambulance or other transportation Services are not covered unless such Services are ordered by an In-Network Provider and authorized by us in advance.

### **Ambulatory Surgical Center**

Services rendered at an Ambulatory Surgical Center may be covered and include:

1. use of operating and recovery rooms;
2. respiratory therapy such as oxygen;
3. drugs and medicines administered at the Ambulatory Surgical Center (except for take-home drugs);

4. intravenous solutions;
5. dressings, including ordinary casts;
6. anesthetics and their administration;
7. administration and cost of whole blood or blood products (except as outlined in the Drugs exclusion of the WHAT IS NOT COVERED? section);
8. transfusion supplies and equipment;
9. diagnostic Services, including radiology, ultrasound, laboratory, pathology and approved machine testing, such as EKG;
10. chemotherapy treatment for proven malignant disease; and
11. other Medically Necessary Services.

### **Anesthesia Administration Services**

Anesthesia administered by a Physician or Certified Registered Nurse Anesthetist (“CRNA”) may be covered. When the CRNA is actively directed by a Physician other than the Physician who performed the surgery, the Allowed Amount for Covered Services will include both the CRNA and the Physician’s charges and will be based on the lower-directed Services Allowed Amount according to our payment program then in effect for such Covered Services.

### **Exclusion**

Coverage does not include anesthesia Services by an operating Physician, his or her partner or associate.

### **Behavioral Health Services**

#### **Mental Health Services**

Diagnostic evaluation, psychiatric treatment, individual therapy, and group therapy rendered to you by a Physician, Psychologist or Mental Health Professional for the treatment of a Mental and Nervous Disorder may be covered. Covered Services may include:

1. Physician office visits;
2. Intensive Outpatient Treatment (rendered in a facility), as defined in this Contract; and
3. Partial Hospitalization, as defined in this Contract, is covered when provided under the direction of a Physician.

### **Exclusion**

1. Services rendered for a Condition that is not a Mental and Nervous Disorder as defined in this Contract, regardless of the underlying cause, or effect, of the disorder;
2. Services for psychological testing associated with the evaluation and diagnosis of learning disabilities or for mental retardation;
3. Services beyond the period necessary for evaluation and diagnosis of learning disabilities or for mental retardation;



4. Services for educational purposes;
5. Services for marriage counseling unless related to a Mental and Nervous Disorder as defined in this Contract, regardless of the underlying cause, or effect, of the disorder;
6. Services for pre-marital counseling;
7. Services for court-ordered care or testing, or required as a condition of parole or probation;
8. Services to test aptitude, ability, intelligence or interest;
9. Services required to maintain employment;
10. Services for cognitive remediation;
11. inpatient stays that are primarily intended as a change of environment; and
12. inpatient (overnight) mental health Services received in a residential treatment facility.

#### Substance Dependency Treatment Services

When there is a sudden drop in consumption after prolonged heavy use of a substance a person may experience withdrawal, often causing both physiologic and cognitive symptoms. The symptoms of withdrawal vary greatly, ranging from minimal changes to potentially life threatening states. Detoxification Services can be rendered in different types of locations, depending on the severity of the withdrawal symptoms.

Care and treatment for Substance Dependency includes the following:

1. Inpatient and outpatient Health Care Services rendered by a Physician, Psychologist or Mental Health Professional in a program accredited by The Joint Commission or approved by the state of Florida for Detoxification or Substance Dependency.
2. Physician, Psychologist and Mental Health Professional outpatient visits for the care and treatment of Substance Dependency.

We may provide you with information on resources available to you for non-medical ancillary services like vocational rehabilitation or employment counseling, when we are able to. We don't pay for any services that are provided to you by any of these resources; they are to be provided solely at your expense. You acknowledge that we do not have any contractual or other formal arrangements with the Provider of such services.

#### **Exclusion**

1. Substance Dependency Care and Treatment rendered in a residential facility.
2. Long term Services for alcoholism or drug addiction, including specialized inpatient units or inpatient stays that are primarily intended as a change of environment.

#### **Breast Reconstructive Surgery**

Breast Reconstructive Surgery and implanted prostheses incident to Mastectomy are Covered Services. Surgery must be provided in a manner chosen by you and your Physician and be consistent with prevailing medical standards.

### **Child Cleft Lip and Cleft Palate Treatment**

Health Care Services prescribed by your Physician including medical, dental, Speech Therapy, audiology, and nutrition Services for treatment of a child under the age of 18 who has cleft lip or cleft palate may be covered. In order to be covered, Services must be prescribed by a Provider who must certify in writing that the Services are Medically Necessary. Speech Therapy is subject to the limits in your Schedule of Benefits for Outpatient Therapies and Spinal Manipulation Services.

### **Clinical Trials**

Clinical trials are research studies in which Physicians and other researchers work to find ways to improve care. Each study tries to answer scientific questions and to find better ways to prevent, diagnose, or treat patients. Each trial has a protocol which explains the purpose of the trial, how the trial will be performed, who may participate in the trial, and the beginning and end points of the trial.

If you are eligible to participate in an Approved Clinical Trial, routine patient care for Services furnished in connection with your participation in the Approved Clinical Trial may be covered when:

1. An In-Network Provider has indicated such trial is appropriate for you, or
2. you provide us with medical and scientific information establishing that your participation in such trial is appropriate.

Routine patient care includes all Medically Necessary Services that would otherwise be covered under this Contract, such as doctor visits, lab tests, x-rays and scans and hospital stays related to treatment of your Condition and is subject to the applicable Cost Share(s) on the Schedule of Benefits.

Even though benefits may be available under this Contract for routine patient care related to an Approved Clinical Trial you may not be eligible for inclusion in these trials or there may not be any trials available to treat your Condition at the time you want to be included in a clinical trial.

### **Exclusion**

1. Costs that are generally covered by the clinical trial, including, but not limited to:
  - a. Research costs related to conducting the clinical trial such as research Physician and nurse time, analysis of results, and clinical tests performed only for research purposes.
  - b. The investigational item, device or Service itself.
  - c. Services inconsistent with widely accepted and established standards of care for a particular diagnosis.
2. Services related to an Approved Clinical Trial received outside of the United States.

### **Concurrent Physician Care**

Concurrent care means care that is rendered to you by more than one Physician on the same date or during the same inpatient stay. Concurrent Physician care Services are only covered when documentation shows that:

1. the additional Physician actively participates in your treatment;
2. the Condition involves more than one body system or is so severe or complex that one Physician cannot provide the care unassisted; and

3. the Physicians have different specialties or have the same specialty with different subspecialties.

### **Consultations**

Consultations provided by a Physician may be covered if your attending Physician requests the consultation and the consulting Physician prepares a written report.

### **Dental Services**

Dental Services are limited to the following:

1. Care and stabilization Services for the treatment of damage to Sound Natural Teeth rendered within 62 days of an Accidental Dental Injury.
2. Extraction of teeth required prior to radiation therapy when you have a diagnosis of cancer of the head and/or neck.
3. Anesthesia Services for dental care including general anesthesia and hospitalization Services necessary to assure the safe delivery of necessary dental care rendered to you in a Hospital or Ambulatory Surgical Center if:
  - a. a Covered Dependent is under eight years of age and the Dentist and the Covered Dependent's Physician determine that:
    - 1) dental treatment is necessary due to a dental Condition that is significantly complex; or
    - 2) the Covered Dependent has a developmental disability in which patient management in the dental office has proven to be ineffective; or
  - b. you have one or more medical Conditions that would create significant or undue medical risk for you in the course of delivery of any necessary dental treatment or surgery if not rendered in a Hospital or Ambulatory Surgical Center.

### **Exclusion**

1. Dental Services rendered more than 62 days after the date of an Accidental Dental Injury even if the Services could not have been rendered within 62 days.
2. Except as described above and in the Child Cleft Lip and Cleft Palate Treatment category, any dental Service, including, but not limited to: care or treatment of the teeth or their supporting structures or gums, or dental procedures, including but not limited to: extraction of teeth, restoration of teeth with fillings, crowns or other materials, bridges, cleaning of teeth, dentures, dental implants, periodontal or endodontic procedures, orthodontic treatment, intraoral prosthetic devices, palatal expansion devices, bruxism appliances, and dental x-rays.

### **Diabetes Treatment Services**

Services related to the treatment and management of diabetes may be covered when the treating Physician or a Physician who specializes in the treatment of diabetes certifies that such Services are Medically Necessary and include the following:

1. outpatient self-management training and educational Services when provided under the direct supervision of a certified Diabetes Educator or a board-certified Physician specializing in endocrinology;

2. nutrition counseling provided by a licensed dietitian;
3. equipment and supplies to treat diabetes, such as insulin pumps and tubing; and

**Note:** Blood glucose meters, lancets and test strips are covered under your pharmacy benefit (see the PRESCRIPTION DRUG PROGRAM section).

4. trimming of toenails, corns, calluses, and therapeutic shoes (including inserts and/or modifications) for the treatment of severe diabetic foot disease.

Value-Based Diabetes Program

Managing a chronic condition, like diabetes, can be difficult. However, studies show you can help control your symptoms by making lifestyle changes and by following your doctor’s advice. You can also delay, or even prevent, many of the complications of the disease.

Through the value-based diabetes program, certain diabetes treatment Services are covered at no cost to you when you use In-Network Providers. Your Cost Share will be waived for the following diabetes treatment Services, up to the maximum amount listed. Please note, the limits listed in the chart below apply only to the number of Services covered at no cost and does not limit the number of Services covered on your plan.

Type of Service	Limitations
Diabetic retinal exam	1 exam per year at \$0*
Podiatrist exam	1 exam per year at \$0*
Insulin pump	\$0 Cost Share may be limited to preferred brands/models** <b>Note:</b> Insulin pump supplies, such as tubing and infusion sets are subject to the Durable Medical Equipment Cost Share amount listed in your Schedule of Benefits
Diabetic training	All outpatient self-management training and educational Services are covered at \$0 Cost Share when rendered by a certified Diabetes Educator or a board certified Physician specializing in endocrinology
Lab tests	<ul style="list-style-type: none"> <li>• HbA1c – 4 per year at \$0*</li> <li>• lipid panel – 4 per year at \$0*</li> <li>• urinalysis – 4 per year at \$0*</li> </ul>

\* Medically Necessary Services rendered beyond the maximums listed above are subject to the Cost Share Amounts listed on your Schedule of Benefits and any applicable benefit limitations in your Contract.

\*\* Insulin pumps require prior authorization. If, at the time the prior authorization is obtained, the \$0 Cost Share is limited to certain brands or models, this information will be made available at the time of the prior authorization.

## **Diagnostic Services**

Diagnostic Services may be covered and include the following:

1. radiology and ultrasound;
2. advanced imaging Services such as nuclear medicine, CT/CAT Scans, MRAs, MRIs and PET Scans;
3. laboratory and pathology Services;
4. Services involving bones or joints of the jaw, such as Services to treat temporomandibular joint (TMJ) dysfunction, or facial region if, under accepted medical standards, such diagnostic Services are necessary to treat Conditions caused by congenital or developmental deformity, disease, or injury;
5. approved machine testing such as electrocardiogram (EKG), electroencephalograph (EEG), and other electronic diagnostic medical procedures; and
6. genetic testing for the purpose of explaining current signs and symptoms of a possible hereditary disease and/or for other purposes in accordance with our Medical Necessity criteria then in effect.

## **Exclusion**

Oversight of a medical laboratory by a Physician or other health care Provider, as described in the WHAT IS NOT COVERED? section.

## **Dialysis Services**

Coverage includes equipment, training and medical supplies, when rendered at any location by a Provider licensed to perform dialysis, including a Dialysis Center.

## **Durable Medical Equipment**

Durable Medical Equipment may be covered when provided by a Durable Medical Equipment Provider and when prescribed by a Physician and is limited to the most cost-effective equipment as determined by us. Replacement of Durable Medical Equipment due to growth of a child or significant change in functional status and repair of equipment you own or are buying are also Covered Services.

Examples of Durable Medical Equipment include: wheelchairs, crutches, canes, walkers, hospital beds, and oxygen equipment.

## **Payment Rules for Durable Medical Equipment**

Benefits for Durable Medical Equipment will be based on the lowest of the following:

1. the purchase price;
2. the lease/purchase price;
3. the rental rate; or
4. our Allowed Amount. Our Allowed Amount for rental equipment will not exceed the total purchase price.

**Note:** Remember that your Cost Share is applied as claims are received and paid by us. This is important because if you are leasing to purchase Durable Medical Equipment, your Cost Share will apply throughout the lease period and continue until the equipment has been completely paid for.

For example, you may lease to purchase a piece of equipment in November after you have met your Deductible for that year, but if the lease continues into the next year, or if the purchase is made in the next year, we will not make any more payments until you have met your Deductible again.

### **Exclusion**

Durable Medical Equipment which is primarily for convenience and/or comfort; modifications to motor vehicles and/or homes, including but not limited to, wheelchair lifts or ramps; water therapy devices such as Jacuzzis, hot tubs, swimming pools or whirlpools; exercise and massage equipment, electric scooters, hearing aids, air conditioners and purifiers, humidifiers, water softeners and/or purifiers, pillows, mattresses or waterbeds, escalators, elevators, stair glides, emergency alert equipment, handrails and grab bars, heat appliances, dehumidifiers, and the replacement of Durable Medical Equipment just because it is old or used.

### **Emergency Services and Urgent Care Services**

#### Emergency Services

Emergency Services for treatment of an Emergency Medical Condition are covered In-Network and Out-of-Network without the need for any prior authorization from us.

You must notify us as soon as possible concerning the receipt of Emergency Services and/or any admission which results from an Emergency Medical Condition. If a determination is made that an Emergency Medical Condition does not exist, payment for Services rendered subsequent to that determination will be your responsibility.

#### Payment Rules Emergency Services

Payment for Emergency Services rendered by an Out-of-Network Provider that has not entered into an agreement with us to provide access to a discount from the billed amount of that Provider will be the greater of:

1. the amount equal to the median amount negotiated with all Florida Blue HMO In-Network Providers for the same Services;
2. the Allowed Amount as defined in this Contract;
3. the usual and customary Provider charges for similar Services in the community where the Services were rendered; or
4. what Medicare would have paid for the Services rendered.

In no event will Out-of-Network Providers be paid more than their charges for the Services rendered.

### **Exclusion**

**Follow-up care must be rendered by an In-Network PCP or In-Network Specialist.** If you are told you need follow-up care after your emergency room visit, be sure to contact your PCP or an In-Network Specialist first. Any follow-up care you receive that is rendered by a Provider other than your PCP or an In-Network Specialist may not be covered.

### Urgent Care Services

For non-critical but urgent care needs, you may be able to reduce your out-of-pocket expenses and, in many cases, your wait time for care by using an Urgent Care Center. All Urgent Care Centers maintain extended weekday and weekend hours. Urgent Care Centers treat non-emergency conditions such as:

- Animal bites
- Cuts, scrapes and minor wounds
- Minor burns
- Minor eye irritations, infections or irritations
- Rash, poison ivy
- Sprains, strains, dislocations and minor fractures

### Enteral Formulas

Prescription and non-prescription enteral formulas for home use are covered when prescribed by a Physician as necessary to treat inherited diseases of amino acid, organic acid, carbohydrate or fat metabolism as well as malabsorption originating from congenital defects present at birth or acquired during the neonatal period.

Coverage to treat inherited diseases of amino acid and organic acids shall include food products modified to be low protein, up to your 25<sup>th</sup> birthday.

### Eye Care and Vision Services

Some types of eye care and vision Services are covered under the medical benefits; some are covered under your vision benefits. The only reason you need to know this is that some Services may have a different Cost Share depending on whether the Services are covered under your medical benefits or your vision benefits. Exclusions that apply to all Services are listed under the section titled General Eye Care and Vision Exclusions.

Eye care and vision Services covered under the **medical benefits** are limited to the following:

1. Physician Services, soft lenses or sclera shells for the treatment of aphakic patients;
2. initial glasses or contact lenses following cataract surgery; and
3. Physician Services to treat an injury to or disease of the eyes.

### Pediatric Vision Services

Pediatric vision Services are covered under this section **only** if they are

1. rendered to a Covered Person who has not reached the age of 19;
2. not specifically or generally limited or excluded; and
3. authorized for coverage by us, if prior authorization is required.

**Note:** The BLUECARD PROGRAM section does not apply to these Services.

Pediatric vision Services are limited to the following:

1. Eye exam including dilation (when professionally indicated), once every Calendar Year.
2. Spectacle lenses, one pair every Calendar Year, including:
  - a. clear plastic single vision lenses;

- b. lined bi-focal, trifocal or lenticular lenses;
  - c. polycarbonate lenses;
  - d. standard progressive lenses;
  - e. plastic photosensitive lenses;
  - f. oversize lenses;
  - g. scratch-resistant coating;
  - h. tinting of plastic lenses; and
  - i. ultraviolet coating.
3. Frames covered by this policy are limited to the Pediatric Frame Selection. The network provider will show you the selection of frames covered by this Contract. If you select a frame that is not included in the Pediatric Frame Selection covered under this Contract, you are responsible for the difference in cost between the network provider reimbursement amount for covered frames from the Pediatric Frame Selection and the retail price of the frame you selected. Any amount paid to the provider for the difference in cost of a Non-Selection Frame will not apply to any applicable Deductible, Coinsurance, or out-of-pocket maximum.
  4. Elective contact lenses covered by this policy are limited to the Pediatric Contact Lens Selection and includes the evaluation, contact lens fitting and follow-up. The network provider will inform you of the contact lens selection covered by this Contract. If you select a contact lens that is not part of the Pediatric Contact Lens Selection covered under this Contract, you are responsible for the difference in cost between the network provider reimbursement amount for covered contact lenses available from the Pediatric Contact Lens Selection and the retail price of the contact lenses you selected. Any amount paid to the provider for the difference in cost of a Non-Selection Contact Lens will not apply to any applicable Deductible, Coinsurance, or out-of-pocket maximum.
  5. Contact lenses (with prior authorization), when glasses cannot correct your vision properly, includes materials; evaluation; fitting; and follow-up care.

#### Duplication of Vision Coverage

You cannot receive coverage under the Eye Care and Vision categories for a Covered Service under both the medical and vision benefits. Eye care and vision Services covered under medical benefits will not be covered under the pediatric vision benefits, and vision Services covered under the pediatric vision benefits will not be covered under medical benefits.

#### **General Eye Care and Vision Exclusions**

1. Health Care Services to diagnose or treat vision problems for Covered Persons that are not a direct consequence of trauma or prior eye surgery, except as covered under pediatric vision benefits;
2. vision examinations for a Covered Person age 19 or older;
3. eye exercises or visual training; and
4. any surgical procedure performed primarily to correct or improve myopia or other refractive disorders, such as LASIK.



## **Family Planning**

Family planning Services include:

1. family planning counseling and Services, such as counseling and information on birth control; sex education, including prevention of venereal disease; and fitting of diaphragms;
2. contraceptive medication by injection provided and administered by a Physician;
3. intra-uterine devices indicated as covered in the Medication Guide, including the insertion and removal; and
4. surgical sterilization (tubal ligations and vasectomies).

**Note:** Some family planning Services covered under the Preventive Services category and will be paid in accordance with that category. Please refer to that category and your Schedule of Benefits for more information.

Contraceptive medications, devices and appliances, other than as noted above may be covered under your pharmacy benefit. Refer to the PRESCRIPTION DRUG PROGRAM section for more information.

### **Exclusion**

Elective abortions and reversal of surgical sterilization procedures are not covered.

## **Habilitative Services**

Occupational Therapy, Physical Therapy and Speech Therapy may be covered when provided as a Habilitative Service. These benefits are described in the Outpatient Therapies and Spinal Manipulation category in this section.

### **Exclusion**

1. Cardiac Therapy, Massage Therapy and spinal manipulation Services are not covered as Habilitative Services; and
2. Inpatient Habilitative Services are not covered.

## **Home Health Care**

Home Health Care Services may be covered when all the following criteria are met:

1. you are unable to leave your home without considerable effort and assistance because you are bedridden or chairbound or because you are restricted in ambulation, whether or not you use assistive devices; or you are significantly limited in physical activities due to a Condition;
2. the Home Health Care Services rendered have been prescribed by a Physician by way of a formal written treatment plan to us;
3. the treatment plan has been reviewed and renewed by the prescribing Physician at least every 30 days until benefits are exhausted. (We reserve the right to request a copy of any written treatment plan in order to determine whether such Services are covered under this Contract);
4. the Home Health Care Services are provided by or through a Home Health Agency; and
5. you are meeting or achieving the desired treatment goals set forth in the treatment plan as documented in the clinical progress notes.

Home Health Care Services are limited to:

1. part-time or intermittent nursing care, by a Registered Nurse or Licensed Practical Nurse and/or home health aide Services; (part-time is defined as less than eight hours per day and less than 40 hours a week and an intermittent visit will not exceed two hours per day);
2. home health aide Services must be consistent with the plan of treatment, ordered by a Physician, and provided under the supervision of a Registered Nurse;
3. medical social Services;
4. nutritional guidance;
5. respiratory or inhalation therapy, such as oxygen; and
6. Physical Therapy, by a Physical Therapist, Occupational Therapy, by an Occupational Therapist, and Speech Therapy, by a Speech Therapist.

#### **Exclusion**

1. homemaker or domestic maid services;
2. sitter or companion services;
3. Services rendered by an employee or operator of an adult congregate living facility; an adult foster home; an adult day care center, or a nursing home facility;
4. Speech Therapy provided for diagnosis of developmental delay;
5. Custodial Care;
6. Food, housing and home-delivered meals; and
7. Services rendered in a Hospital, nursing home, or intermediate care facility.

#### **Hospice Services**

Health Care Services provided in connection with a Hospice treatment program may be Covered Services, provided the Hospice treatment program is:

1. approved by your Physician; and
2. certified to us in writing by your Physician that your life expectancy is 12 months or less.

Recertification is required every six months.

#### **Hospital Services**

Covered Hospital Services include:

1. room and board in a semi-private room when confined as an inpatient, unless the patient must be isolated from others for documented clinical reasons;
2. intensive care units, including cardiac, progressive and neonatal care;
3. use of operating and recovery rooms;
4. use of emergency rooms;

5. respiratory, pulmonary or inhalation therapy, such as oxygen;
6. drugs and medicines administered by the Hospital (except for take-home drugs);
7. intravenous solutions;
8. administration and cost of whole blood or blood products (except as outlined in the Drugs exclusion of the WHAT IS NOT COVERED? section);
9. dressings, including ordinary casts;
10. anesthetics and their administration;
11. transfusion supplies and equipment;
12. diagnostic Services, including radiology, ultrasound, laboratory, pathology and approved machine testing, such as EKG;
13. chemotherapy and radiation treatment for proven malignant disease;
14. Physical, Speech, Occupational and Cardiac Therapies;
15. transplants as set forth in the Transplants Services category; and
16. other Medically Necessary Services.

#### **Exclusion**

1. All expenses for Hospital Services (including the Hospital charges, Physician charges and any other charges related to an inpatient stay) are excluded when Services could have been rendered without admitting you to the Hospital.
2. gowns and slippers;
3. shampoo, toothpaste, body lotions and hygiene packets;
4. take-home drugs;
5. telephone and television;
6. guest meals or gourmet menus; and
7. admission kits.

#### **Inpatient Rehabilitation**

Inpatient Rehabilitation Services may be covered, subject to the maximum number of days indicated in the Schedule of Benefits, when all of the following criteria are met:

1. Services must be provided under the direction of a Physician and must be provided by a Medicare certified facility in accordance with a comprehensive rehabilitation program;
2. a plan of care must be developed and managed by a coordinated multi-disciplinary team;
3. coverage is subject to our Medical Necessity coverage criteria then in effect;
4. you must be able to actively participate in at least two Rehabilitative Therapies and be able to tolerate at least three hours per day of skilled Rehabilitation Services for at least five days a week and your Condition must be likely to result in significant improvement; and

5. the Rehabilitation Services must be required at such intensity, frequency and duration that further progress cannot be achieved in a less intensive setting.

### **Exclusion**

All Inpatient Rehabilitation Services for Substance Dependency, drug and alcohol related diagnoses (except as otherwise covered in the Behavioral Health Services category), Pain Management, and respiratory ventilator management Services are excluded.

### **Mammograms**

Mammograms obtained in a medical office, medical treatment facility or through a health testing service that uses radiological equipment registered with the appropriate Florida regulatory agencies for diagnostic purposes or breast cancer screening may be Covered Services.

### **Mastectomy Services**

Breast cancer treatment, including treatment for physical complications relating to a Mastectomy (including lymphedemas) and outpatient post-surgical follow-up care for Mastectomy Services may be covered when rendered by a Provider in accordance with prevailing medical standards and at the most medically appropriate setting. The setting may be the Hospital, Physician's office, outpatient center, or your home as determined by you and your Physician.

### **Maternity Services**

Health Care Services provided to you by a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Hospital, Birth Center, Midwife or Certified Nurse Midwife are Covered Services and include:

Physician or Midwife Services provided to you for routine pregnancy, delivery, miscarriage or pregnancy complications. If your plan includes a Copayment for office Services, you will usually only have one Copayment, due on the first visit, for all prenatal care, the delivery and your follow-up visits to your obstetrician or Midwife. This Copayment applies only to Physician or Midwife Services relating to the pregnancy; any visits you have due to illness not related to the pregnancy may require a separate per-visit Copayment.

Hospital or Birth Center Services for labor and delivery of the baby. This includes a physical assessment of the mother and any necessary clinical tests in keeping with prevailing medical standards, newborn assessment and room and board for the mother and routine nursery care. Your Cost Share for these Services is listed on your Schedule of Benefits and is in addition to your Cost Share for the obstetrician or Midwife. You may also choose to deliver your baby at home, in which case, the Hospital or Birth Center Cost Share would not apply.

Routine nursery care for the newborn child during the covered portion of the mother's maternity stay is included under this benefit. However, when an infant requires non-routine treatment during or after the mother's stay, the newborn is considered a patient in his or her own right and will be covered separately only if the newborn is properly enrolled. The newborn's hospital admission in this case is subject to separate Cost Share amounts.

## **Exclusion**

Maternity Services rendered to a Covered Person who becomes pregnant as a Gestational Surrogate under the terms of, and in accordance with, a Gestational Surrogacy Contract or Arrangement. This exclusion applies to all Services related to such pregnancy (prenatal, labor and delivery and postpartum).

**Note:** A plan generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery; or less than 96 hours following a cesarean section. However, this does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 as applicable). In any case a plan can only require that a Provider obtain authorization for prescribing an inpatient Hospital stay that exceeds 48 hours (or 96 hours).

## **Medical Pharmacy**

Prescription Drugs that are provided in a Physician's office may have a separate Cost Share amount that is in addition to the office visit Cost Share amount. The Medical Pharmacy Cost Share amount applies to the Prescription Drug but does not include the cost for the Services of the person who administers the Prescription Drug to you. Allergy injections and immunizations are not part of the Medical Pharmacy benefit.

You or your Physician must contact us to request coverage for a Prescription Drug covered under this category before administering it to you by following the process for prior coverage authorization outlined in the Medication Guide. Prescription Drugs covered under this category may be subject to the utilization review programs described in the PRESCRIPTION DRUG PROGRAM section.

Your plan may also include a maximum amount you have to pay out-of-pocket for Medical Pharmacy Prescription Drugs you receive each month. If your plan includes a Medical Pharmacy out-of-pocket maximum, it will be listed on your Schedule of Benefits and only applies after you have met your Deductible, if applicable.

Please refer to your Schedule of Benefits for the additional Cost Share amount and/or monthly maximum out-of-pocket applicable to Medical Pharmacy for your plan.

## **Newborn Care**

A newborn child who is properly enrolled will be covered from the moment of birth for injury or illness, including the necessary care or treatment of medically diagnosed congenital defects, birth abnormalities, and premature birth.

### **Newborn Assessment**

An assessment of the newborn child may be covered when the Services are rendered at a Hospital, attending Physician's office, Birth Center, or in the home by a Physician, Midwife or Certified Nurse Midwife. Covered Services include physical assessment of the child and any Medically Necessary clinical tests and immunizations in keeping with prevailing medical standards.

### Newborn Ambulance Services

Ambulance Services may be covered when necessary to transport the newborn child to and from the nearest appropriate facility that is appropriately staffed and equipped to treat the child's Condition, as determined by us and certified by the attending Physician as Medically Necessary to protect the health and safety of the newborn child.

### Orthotic Devices

Orthotic Devices including braces and trusses for the leg, arm, neck and back and special surgical corsets may be covered when prescribed by a Physician and designed and fitted by an Orthotist.

Benefits may be provided for necessary replacement of an Orthotic Device you own when due to irreparable damage, wear, a change in your Condition, or when necessary due to growth of a child.

Payment for splints for the treatment of temporomandibular joint (TMJ) dysfunction is limited to one splint in a six-month period unless a more frequent replacement is determined by us to be Medically Necessary. Coverage for Orthotic Devices is based on the most cost-effective Orthotic Device which meets your medical needs as determined by us.

### Exclusion

1. Expenses for arch supports, shoe inserts designed to effect conformational changes in the foot or foot alignment, orthopedic shoes, over-the-counter, custom-made or built-up shoes, cast shoes, sneakers, ready-made compression hose or support hose, or similar type devices/appliances regardless of intended use, except for therapeutic shoes (including inserts and/or modifications) for the treatment of severe diabetic foot disease.
2. Expenses for orthotic appliances or devices, which straighten or re-shape the conformation of the head or bones of the skull or cranium through cranial banding or molding, such as dynamic orthotic cranioplasty or molding helmets; except when the orthotic appliance or device is used as an alternative to an internal fixation device as a result of surgery for craniosynostosis.
3. Expenses for devices necessary to exercise, train or participate in sports, such as custom-made knee braces.

### Osteoporosis Services

Screening, diagnosis and treatment of osteoporosis may be covered for high-risk individuals, including, but not limited to individuals who:

1. are estrogen-deficient and at clinical risk for osteoporosis;
2. have vertebral abnormalities;
3. are receiving long-term glucocorticoid (steroid) therapy;
4. have primary hyperparathyroidism; or
5. have a family history of osteoporosis.

## **Outpatient Therapies and Spinal Manipulation Services**

### **Outpatient Therapies**

The outpatient therapies listed below may be Covered Services when ordered by a Physician or other health care professional licensed to perform such Services. These are the only outpatient therapies covered under this Contract. Some therapies may also be covered in other health care settings; see the Home Health Care, Hospital, Inpatient Rehabilitation and Skilled Nursing Facility categories in this section.

Your Schedule of Benefits sets forth the maximum number of visits that we will pay for any combination of the outpatient therapies and spinal manipulation Services listed in this category. For example, even if you have only received two of your spinal manipulations for the Calendar Year, any additional spinal manipulations for that Calendar Year will not be covered if you have already met the combined therapy visit maximum with other Services.

Cardiac Therapy Services provided under the supervision of a Physician, or an appropriate Provider trained for Cardiac Therapy, for the purpose of aiding in the restoration of normal heart function in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery.

Occupational Therapy Services provided by a Physician or Occupational Therapist for the purpose of aiding in the restoration of a previously impaired function lost due to a Condition or to acquire or attain an age appropriate bodily function necessary to participate in Activities of Daily Living.

Speech Therapy Services rendered by a Physician, Speech Therapist, or licensed audiologist to aid in the restoration of speech loss or an impairment of speech resulting from a Condition or to acquire or attain an age appropriate bodily function necessary to participate in Activities of Daily Living.

Physical Therapy Services provided by a Physician or Physical Therapist for the purpose of aiding in the restoration of normal physical function lost due to a Condition or to acquire or attain an age appropriate bodily function necessary to participate in Activities of Daily Living.

Massage Therapy Services provided by a Physician, Massage Therapist, or Physical Therapist are covered when the Massage Therapy is prescribed as being Medically Necessary for the treatment of an acute illness or injury by a Physician licensed per Florida Statutes Chapter 458 (Medical Practice), Chapter 459 (Osteopathy), Chapter 460 (Chiropractic) or Chapter 461 (Podiatry). The Physician's Prescription must specify the number of treatments.

### **Exclusion**

Application or use of the following or similar techniques or items for the purpose of aiding in the provision of Massage including, but not limited to: hot or cold packs; hydrotherapy; colonic irrigation; thermal therapy; chemical or herbal preparations; paraffin baths; infrared light; ultraviolet light; Hubbard tank; and/or contrast baths are not covered.

### **Coverage Access Rules for Massage and Physical Therapy**

1. Coverage for Massage Therapy Services is limited to no more than four 15-minute Massage treatments per day, not to exceed the Outpatient Therapies and Spinal Manipulations benefit maximum listed in your Schedule of Benefits.

2. Coverage for a combination of Massage and Physical Therapy Services rendered on the same day is limited to no more than four 15-minute treatments per day for combined Massage and Physical Therapy treatment, not to exceed the Outpatient Therapies and Spinal Manipulations benefit maximum listed on your Schedule of Benefits.
3. Coverage for Physical Therapy Services rendered on the same day as spinal manipulation is limited to one Physical Therapy treatment per day not to exceed 15 minutes in length.

### **Spinal Manipulation**

Spinal manipulation Services rendered by Physicians for manipulation of the spine to correct a slight dislocation of a bone or joint that is demonstrated by x-ray are covered.

#### Coverage Access Rules for Spinal Manipulation

It is important that you understand the difference between a spinal manipulation and a visit in order to understand how the benefit limits work. During a visit, more than one Service can be rendered and billed. Spinal manipulation is a treatment modality or method and more than one spinal manipulation can occur and be billed during a single visit to a Provider. There are limits under this coverage for the number of spinal manipulations and also for the number of visits we will cover during a Calendar Year.

1. Coverage for spinal manipulation is limited to the number of spinal manipulations listed in your Schedule of Benefits each Calendar Year **or** the maximum number of visits listed in your Schedule of Benefits, whichever occurs first.
2. Payment for covered Physical Therapy Services rendered on the same day as spinal manipulation is limited to one Physical Therapy treatment per day, not to exceed 15 minutes in length.

### **Oxygen**

Coverage includes oxygen and the use of equipment for its administration.

### **Physician Services**

Covered Services include medical Services such as office visits and allergy testing and treatment or surgical Health Care Services provided by a Physician, including Services rendered in the Physician's office or in an outpatient facility. Certain Physician Services can be rendered electronically through a computer via the Internet (E-Visits). E-Visits are covered when rendered in accordance with the Coverage Access Rules below.

#### Coverage Access Rules for E-Visits

Expenses for E-Visits are covered only if:

1. you are an established patient of the Physician rendering the Services at the time the Services are provided; and
2. the Services are provided in response to an online inquiry you sent to the Physician.

The term "established patient", as used in this category, shall mean that the covered individual has received professional Services from the Physician who provided the E-Visit, or another Physician of the same specialty who belongs to the same group practice as that Physician, within the past three years.



## **Exclusion**

Expenses for failure to keep a scheduled appointment or scheduled E-visit and for telephone consultations are not covered.

## **Preventive Services**

Preventive Services may be covered for both adults and children based on prevailing medical standards and recommendations which are explained further below. Some examples of preventive Services include (but are not limited to) periodic routine health exams, routine gynecological exams, immunizations and related preventive Services such as Prostate Specific Antigen (PSA), routine mammograms and pap smears.

In order to be covered as a preventive Service, Services shall be provided in accordance with prevailing medical standards:

1. consistent with evidence-based items or Services that have in effect a rating of 'A' or 'B' in the current recommendations of the U.S. Preventive Services Task Force (USPSTF) established under the Public Health Service Act;
2. consistent with immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention established under the Public Health Service Act with respect to the individual involved;
3. with respect to infants, children, and adolescents, evidence- informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
4. with respect to women, such additional preventive care and screenings not described in paragraph number one as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration. Women's preventive coverage under this category includes:
  - a. well-woman visits;
  - b. screening for gestational diabetes;
  - c. human papillomavirus testing;
  - d. counseling for sexually transmitted infections;
  - e. counseling and screening for human immune-deficiency virus;
  - f. contraceptive methods and counseling except when indicated as covered under the PRESCRIPTION DRUG PROGRAM section;
  - g. screening and counseling for interpersonal and domestic violence;
  - h. breastfeeding support, supplies and counseling. Breastfeeding supplies are limited to breast pumps. **All breast pump coverage must be authorized by us before you get the breast pump.** Breast pumps must be obtained through a Durable Medical Equipment Provider who must be able to verify that you are either scheduled for delivery or have delivered within 9 months.

**Note:** From time to time medical standards that are based on the recommendations of the entities listed in numbers 1 through 4 above change. Services may be added to the recommendations and sometimes may be removed. It is important to understand that your coverage for these preventive Services is based on what is in effect on your Effective Date. If any of the recommendations or guidelines change after your Effective Date, your coverage will not change until your first Anniversary Date one year after the recommendations or guidelines go into effect.

For example, if the USPSTF adds a new recommendation for a preventive Service that we do not cover and you are already covered under this Contract; that new Service will not be a Covered Service under this category right away. The coverage for a new Service will start on your Anniversary Date one year after the new recommendation goes into effect.

### **Exclusion**

Routine vision and hearing examinations and screenings are not covered as preventive Services, except as required under paragraph number one and/or number three above.

### **Limitations**

1. Sterilization procedures covered under this category are limited to tubal ligations only.
2. Contraceptive implants are limited to Intra-uterine devices (IUD) indicated as covered in the Medication Guide only, including insertion and removal.
3. Breast pumps are limited to:
  - a. one manual or electric breast pump per pregnancy, in connection with childbirth;
  - b. the most cost-effective pump, as determined by us (please see the Durable Medical Equipment category in this section for additional information);
  - c. hospital-grade breast pumps are not covered except when Medically Necessary during an inpatient stay, in accordance with our Medical Necessity coverage criteria in effect at the time Services are provided.

### **Prosthetic Devices**

The following Prosthetic Devices may be covered when prescribed by a Physician and designed and fitted by a Prosthetist:

1. artificial hands, arms, feet, legs and eyes, including permanent implanted lenses following cataract surgery, cardiac pacemakers, and Prosthetic Devices incident to a Mastectomy;
2. appliances needed to effectively use artificial limbs or corrective braces; and
3. penile prosthesis and surgery to insert penile prosthesis when necessary in the treatment of organic impotence resulting from treatment of prostate cancer, diabetes mellitus, peripheral neuropathy, medical endocrine causes of impotence, arteriosclerosis/postoperative bilateral sympathectomy, spinal cord injury, pelvic-perineal injury, post-prostatectomy, post-priapism, and epispadias, and exstrophy.

Covered Prosthetic Devices (except cardiac pacemakers, and Prosthetic Devices incident to Mastectomy) are limited to the first permanent prosthesis (including the first temporary prosthesis if it is determined to

be necessary) prescribed for each specific Condition. Coverage for Prosthetic Devices is based on the most cost-effective Prosthetic Device which meets your medical needs as determined by us.

Benefits may be provided for necessary replacement of a Prosthetic Device which is owned by you when due to irreparable damage, wear, or a change in your Condition, or when necessary due to growth of a child.

### **Exclusion**

1. Expenses for microprocessor controlled or myoelectric artificial limbs, such as C-legs;
2. Expenses for performance enhancing Prosthetic Devices (such as carbon-fiber racing legs); and
3. Expenses for cosmetic enhancements to artificial limbs.

### **Second Medical Opinion**

You are entitled to a second medical opinion when:

1. you do not agree with the opinion of your treating Physician or us regarding the reasonableness or necessity of a surgical procedure or treatment of a serious injury or illness; or
2. you feel you are not responding to the current treatment plan in a satisfactory manner after a reasonable lapse of time for the Condition being treated.

You may select any licensed Physician who practices medicine within the Service Area to render the second medical opinion, but will need to ask your PCP or an In-Network Specialist to get an authorization from us before you receive the Services. However, you should know that your Cost Share amount for Services rendered by an In-Network Provider (usually a set Copayment) for a second medical opinion will be lower than those rendered by an Out-of-Network Provider. When you use an Out-of-Network Provider for a second medical opinion your Cost Share will be a percentage of our Allowed Amount, which may be less than the Out-of-Network Provider charges for such Services. In this case, in addition to your percentage of the Allowed Amount, you will also have to pay any charges billed by an Out-of-Network Provider in excess of the Allowed Amount.

**All tests in connection with rendering the second medical opinion, including tests ordered by an Out-of-Network Physician, must be Medically Necessary and must be performed by In-Network Providers.**

We may deny coverage for a second medical opinion if you seek more than three in any Calendar Year if we deem the second medical opinion costs are evidence that you are unreasonably over-utilizing the second medical opinion privileges. Our decision, after review of documentation from the second medical opinion you obtained, will be controlling as to our obligation to pay for such treatment.

### **Self-Administered Prescription Drugs**

Self-Administered Prescription Drugs are generally covered under the pharmacy benefit (PRESCRIPTION DRUG PROGRAM section). However, there are times when these drugs would be covered under the medical benefits, for example when you are an inpatient in a Hospital or Skilled Nursing Facility or when rendered to you by a Provider for immediate stabilization, such as anaphylaxis. Also see the following Covered Service categories: Ambulatory Surgical Centers, Hospital Services and Skilled Nursing Facilities.

## **Skilled Nursing Facilities**

The following Health Care Services may be Covered Services when you are an inpatient in a Skilled Nursing Facility:

1. room and board;
2. respiratory, pulmonary or inhalation therapy, such as oxygen;
3. drugs and medicines administered while an inpatient (except take-home drugs);
4. intravenous solutions;
5. administration and cost of whole blood or blood products (except as outlined in the Drugs exclusion of the WHAT IS NOT COVERED? section);
6. dressings, including ordinary casts;
7. transfusion supplies and equipment;
8. diagnostic Services, including radiology, ultrasound, laboratory, pathology and approved machine testing, such as an EKG;
9. chemotherapy and radiation treatment for proven malignant disease;
10. Physical, Speech and Occupational Therapies; and
11. other Medically Necessary Services.

## **Exclusion**

Expenses for an inpatient admission to a Skilled Nursing Facility for Custodial Care, convalescent care, or any other Service primarily for your convenience or that of your family members or the Provider are not covered.

## **Surgical Procedures**

Surgical procedures rendered by a Physician, including surgical assistant Services rendered by a Physician, Registered Nurse First Assistant (RNFA) or a Physician Assistant acting as a surgical assistant when such assistance is Medically Necessary, include the following:

1. surgery to correct deformity which was caused by disease, trauma, birth defects, growth defects or prior therapeutic processes;
2. oral surgical procedures for excision of tumors, cysts, abscesses, and lesions of the mouth;
3. surgical procedures involving bones or joints of the jaw such as temporomandibular joint (TMJ) and facial region if, under accepted medical standards, such surgery is necessary to treat Conditions caused by congenital or developmental deformity, disease, or injury; and
4. Services of a Physician for the purpose of rendering a second surgical opinion and related diagnostic Services to help determine the need for surgery.

## **Payment Rules for Surgical Procedures**

1. When multiple surgical procedures are performed in addition to the primary surgical procedure, on the same or different areas of the body, during the same operative session, our payment will be based on

50 percent of the Allowed Amount for any secondary surgical procedure performed and is subject to the Cost Share amount (if any) indicated in your Schedule of Benefits. This guideline applies to all bilateral procedures and all surgical procedures performed on the same date of service.

2. Payment for incidental surgical procedures is limited to the Allowed Amount for the primary procedure, and there is no additional payment for any incidental procedure. An “incidental surgical procedure” includes surgery where one, or more than one, surgical procedure is performed through the same incision or operative approach as the primary surgical procedure, which, in our opinion, is not clearly identified and/or does not add significant time or complexity to the surgical session. For example, the removal of a normal appendix performed in conjunction with a Medically Necessary hysterectomy is an incidental surgical procedure (there is no payment for the removal of the normal appendix in the example).
3. Payment for surgical procedures for fracture care, dislocation treatment, debridement, wound repair, unna boot, and other related Health Care Services, is included in the Allowed Amount for the surgical procedure.

### **Transplant Services**

Transplant Services, limited to the procedures listed below, are covered when authorized in advance by us and performed at a facility acceptable to us, subject to the conditions and limitations described below. Transplant includes pre-transplant, transplant and post-discharge Services and treatment of any complications after transplantation.

1. Bone Marrow Transplant, as defined herein and specifically listed in the applicable chapter of the Florida Administrative Code or covered by Medicare as described in the most recently published Medicare Coverage Issues Manual issued by the Centers for Medicare and Medicaid Services. We will cover the expenses incurred for the donation of bone marrow by a donor to the same extent such expenses would be covered for you and will be subject to the same limitations and exclusions as would be applicable to you. Coverage for the reasonable expenses of searching for a donor will be limited to a search among immediate family members and donors identified through the National Bone Marrow Donor Program;
2. corneal transplant;
3. heart transplant (including a ventricular assist device, if indicated, when used as a bridge to heart transplant);
4. heart-lung combination transplant;
5. liver transplant;
6. kidney transplant;
7. pancreas transplant;
8. pancreas transplant performed simultaneously with a kidney transplant; or
9. whole single or whole bilateral lung transplant.

You may call the customer service phone number on your ID Card to determine which Bone Marrow Transplants are covered under this Contract.

## **Exclusion**

1. Transplant procedures not included in the list above, or otherwise excluded under this Contract, such as Experimental or Investigational transplant procedures.
2. Transplant evaluation and procedures rendered **before** we are contacted for authorization.
3. Transplant procedures which are not authorized by us **before** they are provided.
4. Transplant procedures involving the transplantation of any non-human organ or tissue.
5. Transplant procedures related to the donation or acquisition of an organ or tissue for a recipient who is not covered by us.
6. Transplant procedures involving the implant of an artificial organ, including the implant of the artificial organ.
7. Any organ, tissue, marrow, or stem cells which are sold rather than donated.
8. Any Bone Marrow Transplant, as defined herein, which is not specifically listed in the applicable chapter of the Florida Administrative Code or covered by Medicare pursuant to a national coverage decision made by the Centers for Medicare and Medicaid Services as evidenced in the most recently published Medicare Coverage Issues Manual.
9. Any Service in connection with the identification of a donor from a local, state or national listing, except in the case of a Bone Marrow Transplant.
10. Any non-medical costs, including but not limited to, temporary lodging or transportation costs for you and/or your family to and from the approved facility.
11. Any artificial heart or mechanical device that replaces either the atrium and/or the ventricle.

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# PRESCRIPTION DRUG PROGRAM

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## Introduction

Coverage for Prescription Drugs and Supplies and select Over-the-Counter (“OTC”) Drugs purchased at an In-Network Pharmacy is provided through the BlueCare Rx Pharmacy Program described in this section. Some Health Care Services are available in a Pharmacy and in a medical office or facility, however we will only pay for them under one benefit (medical or pharmacy). For this reason some items are excluded under this section, but covered under the medical benefits. In these cases, we will tell you what section to go to for more information.

In the Medication Guide you will find lists of Preferred Generic Prescription Drugs, Preferred Brand Name Prescription Drugs, Non-Preferred Prescription Drugs, Covered OTC Drugs and Specialty Drugs. You may be able to reduce your out-of-pocket expenses by: 1) choosing Preferred Prescription Drugs rather than Non-Preferred Prescription Drugs; 2) choosing Generic Prescription Drugs rather than Brand Name Prescription Drugs; and 3) choosing Preferred Generic Prescription Drugs or Covered OTC Drugs.

To verify if a Pharmacy is an In-Network Pharmacy, or to view the Medication Guide, you may access the Pharmacy Program Provider Directory or Medication Guide on your member account at [www.floridablue.com](http://www.floridablue.com) or call the customer service phone number on your ID Card.

## Covered Drugs and Supplies

A Prescription Drug, Covered OTC Drug or Self-Administered Injectable Prescription Drug is covered **only** if it is:

1. prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license, except for vaccines, which are covered when prescribed and administered by a Pharmacist who is certified in immunization administration;
2. dispensed by a Pharmacist at an In-Network Pharmacy;
3. Medically Necessary;
4. in the case of a Self-Administered Injectable Prescription Drug, listed in the Medication Guide with a special symbol designating it as a Covered Self-Administered Injectable Prescription Drug;
5. in the case of a Specialty Drug, Prescription Drugs that are identified as Specialty Drugs in the Medication Guide;
6. a Prescription Drug contained in an anaphylactic kit, such as Epi-Pen, Epi-Pen Jr., Ana-Kit;
7. authorized for coverage by us, if prior coverage authorization is required as indicated with a unique identifier in the Medication Guide, then in effect;
8. not specifically or generally limited or excluded herein; and
9. Approved by the FDA and assigned a National Drug Code.

A Supply is covered under this section **only** if it is:

1. a Covered Prescription Supply;
2. prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license;
3. Medically Necessary; and
4. not specifically or generally limited or excluded herein.

## **Cost Share Tiers**

All Drugs and supplies covered under this section are assigned to a Cost Share tier. The Cost Share tiers that may apply to your plan are described below:

**Tier 1:** Preferred Generic Prescription Drugs and Supplies and Covered OTC Drugs.

**Tier 2:** Preferred Brand Name Prescription Drugs and Supplies.

**Tier 3:** Non-Preferred Prescription Drugs.

**Tier 4:** Specialty Drugs, as indicated in the Medication Guide.

Certain medications used in the treatment of chronic conditions, may be available to you at a lower Cost Share. These Drugs and Supplies are included in the Preventive Drug List or Value Drug List (depending on your plan) in the Medication Guide. If your plan includes a reduced Cost Share for these Drugs and Supplies, the Cost Share will be indicated in the Schedule of Benefits under either Preventive Drug List or Value Drug List (depending on your plan).

## **Coverage and Benefit Guidelines**

The benefits under this Pharmacy Program, have special benefit and payment rules in addition to rules that are specific to particular Covered Services listed in this Contract.

### **Contraceptive Coverage**

All Prescription diaphragms, oral contraceptives and contraceptive patches are covered under this Pharmacy Program subject to the limitations and exclusions listed in this section.

Preferred Generic Prescription oral contraceptives (including generic emergency contraceptives) and diaphragms indicated as covered in the Medication Guide, are covered at no cost to you when prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license and purchased at an In-Network Pharmacy.

Exceptions may be considered for Preferred Brand Name and/or Non-Preferred oral contraceptive Prescription Drugs when designated Preferred Generic Prescription Drugs in the Medication Guide are not appropriate for you because of a documented allergy, ineffectiveness or side effects. In order for an exception to be considered, we must receive an "Exception Request Form" from your Physician.

You can obtain an Exception Request Form on our website at [www.floridablue.com](http://www.floridablue.com), or you may call the customer service phone number on your ID Card and one will be mailed to you upon request.



**Note:** Contraceptive injectable Prescription Drugs and implants, such as Norplant and IUD inserted for any purpose are not covered under this section. Some contraceptive methods are covered under the medical benefits, see the WHAT IS COVERED? section for more information.

### **Covered Over-the-Counter (OTC) Drugs**

Select OTC Drugs, listed in the Medication Guide, may be covered when you get a Prescription for the OTC Drug from your Physician. Only OTC Drugs that are listed in the Medication Guide are covered.

A list of Covered OTC Drugs is published in the most current Medication Guide and can be viewed on your member account at [www.floridablue.com](http://www.floridablue.com) or you may call the customer service phone number on your ID Card and one will be mailed to you upon request.

### **Diabetic Coverage**

All Prescription Drugs and Supplies used in the treatment of diabetes are covered subject to the limitations and exclusions listed in this section.

Insulin is **only** covered if prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license. Syringes and needles for injecting insulin are covered only when prescribed in conjunction with insulin.

The following Supplies and equipment used in the treatment of diabetes are covered under the Pharmacy Program: blood glucose testing strips and tablets, lancets, blood glucose meters, and acetone test tablets and syringes and needles.

**Note:** Other Supplies used in the treatment of diabetes are covered under the medical benefits, see the WHAT IS COVERED? section for more information.

### **Mineral Supplements, Fluoride or Vitamins**

Unless noted below, the following Drugs are covered **only** when state or federal law requires a Prescription and when prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license:

1. prenatal vitamins;
2. oral single-product fluoride (non-vitamin supplementation);
3. sustained release niacin;
4. folic acid;
5. oral hematinic agents;
6. dihydrotachysterol; or
7. calcitriol.

**Note:** The Drugs in the section when prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license may be available at no Cost Share if they are considered a Preventive Service as outlined in the WHAT IS COVERED? section.

## **Exclusion**

Prescription vitamin or mineral supplements not listed above, non-prescription mineral supplements and non-prescription vitamins are not covered.

### **Specialty Pharmacy Split Fill Option**

Some types of medication may be difficult to tolerate for patients who are new to certain forms of treatment, such as oral oncology medication. To reduce waste and help avoid cost for medications that will go unused, the Specialty Pharmacy may split the first fill for certain medications identified in the Medication Guide. The Cost Share would also be split between the two fills.

## **Pharmacy Program Limitations and Exclusions**

### **Limitations**

Coverage and benefits for Covered Prescription Drugs and Supplies and Covered OTC Drugs are subject to the following limitations in addition to all other provisions and exclusions in this Contract.

1. We will not cover more than the Maximum supply, as set forth in the Schedule of Benefits, per Prescription for Covered Prescription Drugs and Supplies or Covered OTC Drugs.
2. Prescription refills beyond the time limit specified by state and/or federal law are not covered.
3. Certain Prescription Drugs and Supplies and Covered OTC Drugs require prior coverage authorization in order to be covered.
4. Specialty Drugs, as designated in the Medication Guide, are not covered when purchased through the Mail Order Pharmacy.
5. Retinoids, such as Retin-A, and their generic or therapeutic equivalents are excluded after age 26.

### **Exclusions**

1. Drugs that are covered and payable under the WHAT IS COVERED? section, such as Prescription Drugs which are dispensed and billed by a Hospital.
2. Except as covered in the Covered Drugs and Supplies subsection, any Prescription Drug obtained from a Pharmacy which is dispensed for administration by intravenous infusion or injection, regardless of the setting in which such Prescription Drug is administered or type of Provider administering such Prescription Drug.
3. Any Drug or Supply which can be purchased over-the-counter without a Prescription even when a written Prescription is provided (Drugs which do not require a Prescription), except for insulin, emergency contraceptives and Covered OTC Drugs listed in the Medication Guide.
4. All Supplies other than Covered Prescription Supplies.
5. Any Drugs or Supplies dispensed prior to the Effective Date or after the termination date of coverage of this Contract.

6. Therapeutic devices, appliances, medical or other Supplies and equipment, such as air and water purifiers, support garments, creams, gels, oils and waxes, regardless of the intended use (except for Covered Prescription Supplies).
7. Drugs and Supplies that are:
  - a. in excess of the limitations specified in this section or on the Schedule of Benefits;
  - b. furnished to you without cost;
  - c. Experimental or Investigational;
  - d. indicated or used for the treatment of infertility;
  - e. used for cosmetic purposes including but not limited to Minoxidil, Rogaine or Renova;
  - f. prescribed by a Pharmacist, except for vaccines, which are covered when prescribed and administered by a Pharmacist who is certified in immunization administration;
  - g. used for smoking cessation, unless such drug is indicated as covered in the Medication Guide;
  - h. listed in the Homeopathic Pharmacopoeia;
  - i. not Medically Necessary;
  - j. indicated or used for sexual dysfunction, such as Cialis, Levitra, Viagra and Caverject;
  - k. purchased from any source (including a Pharmacy) outside of the United States;
  - l. prescribed by any health care professional not licensed in any state or territory of the United States of America, such as Puerto Rico, U.S. Virgin Islands or Guam;
  - m. OTC Drugs not listed in the Medication Guide; and
  - n. Self-Administered Injectable Prescription Drugs used to increase height or bone growth (e.g., growth hormone) except for Conditions of growth hormone deficiency documented with two abnormally low stimulation tests of less than 10 ng/ml and one abnormally low growth hormone dependent peptide or for Conditions of growth hormone deficiency associated with loss of pituitary function due to trauma, surgery, tumors, radiation or disease, or for state mandated use as in patients with AIDS.

Continuation of growth hormone therapy will not be covered except for Conditions associated with significant growth hormone deficiency when there is evidence of continued responsiveness to treatment. Treatment is considered responsive in children less than 21 years of age, when the growth hormone dependent peptide (IGF-1) is in the normal range for age and Tanner development stage; the growth velocity is at least 2 cm per year, and studies demonstrate open epiphyses. Treatment is considered responsive in both adolescents with closed epiphyses and for adults, who continue to evidence growth hormone deficiency and the IGF-1 remains in the normal range for age and gender.
8. Mineral supplements, fluoride or vitamins except for those items listed in the Coverage and Benefit Guidelines subsection.

9. Any appetite suppressant and/or other Drug indicated, or used, for purposes of weight reduction or control.
10. Immunization agents, biological sera, blood and blood plasma, except as listed in the Covered Drugs and Supplies subsection.
11. Drugs prescribed for uses other than the FDA-approved label indications. This exclusion does not apply to any Drug prescribed for the treatment of cancer that has been approved by the FDA for at least one indication, provided the Drug is recognized for treatment of your particular cancer in a Standard Reference Compendium or recommended for such treatment of your particular cancer in Medical Literature. Drugs prescribed for the treatment of your particular cancer that have not been approved for any indication are also excluded.
12. Drugs that have not been approved by the FDA, as required by federal law, for distribution or delivery into interstate commerce.
13. Drugs that are compounded, even when one or more active ingredients are Covered Prescription Drugs under this section;
14. Drugs and Supplies purchased from an Out-of-Network Pharmacy, except for Emergency Services or when authorized in advance by us.
15. Any Drug prescribed in excess of the manufacturer's recommended specifications for dosages, frequency of use, or duration of administration as set forth in the manufacturer's insert for such Drug. This exclusion does not apply if:
  - a. the dosages, frequency of use, or duration of administration of a Drug has been shown to be safe and effective as evidenced in published peer-reviewed medical or pharmacy literature;
  - b. the dosages, frequency of use, or duration of administration of a Drug is part of an established nationally recognized therapeutic clinical guideline such as those published in the United States by the American Medical Association, National Heart Lung and Blood Institute, American Cancer Society, American Heart Association, National Institutes of Health, American Gastroenterological Association, Agency for Health Care Policy and Research; or
  - c. we, in our sole discretion, waive this exclusion with respect to a particular Drug or therapeutic class of Drugs.
16. Any Drug prescribed in excess of the dosages, frequency of use, or duration of administration shown to be safe and effective for such Drug as evidenced in published peer-reviewed medical or pharmacy literature or nationally recognized therapeutic clinical guidelines such as those published in the United States by the:
  - a. American Medical Association;
  - b. National Heart Lung and Blood Institute;
  - c. American Cancer Society;
  - d. American Heart Association;
  - e. National Institutes of Health;

- f. American Gastroenterological Association; or
- g. Agency for Health Care Policy and Research;

unless we, in our sole discretion, decide to waive this exclusion with respect to a particular Drug or therapeutic class of Drugs.

- 17. Any amount you are required to pay under the Pharmacy Program as indicated on the Schedule of Benefits.
- 18. Any benefit penalty reductions.
- 19. Drugs or Supplies you prescribe to yourself or that are prescribed by any person related to you by blood or marriage.
- 20. Food or medical food products, whether prescribed or not.
- 21. Prescription Drugs designated in the Medication Guide as not covered based on (but not limited to) the following criteria:
  - a. the Drug is a Repackaged Drug;
  - b. the Drug is no longer marketed;
  - c. the Drug has been shown to have excessive adverse effects and/or safer alternatives;
  - d. the Drug is available Over-the-Counter (OTC);
  - e. the Drug has a preferred formulary alternative;
  - f. the Drug has a widely available/distributed AB rated generic equivalent formulation;
  - g. the Drug has shown limited effectiveness in relation to alternative Drugs on the formulary; or
  - h. the number of members affected by the change.

Refer to the Medication Guide to determine if a particular Prescription Drug is excluded under this Pharmacy Program.

## **Payment Rules**

The amount you must pay for Covered Prescription Drugs and Supplies or Covered OTC Drugs may vary depending on:

- 1. the participation status of the Pharmacy where purchased (i.e., In-Network Pharmacy versus Out-of-Network Pharmacy);
- 2. the terms of our agreement with the Pharmacy selected;
- 3. whether you have satisfied any Deductible and the amount of Copayment or Coinsurance set forth in the Schedule of Benefits;
- 4. the assigned Cost Share tier;
- 5. whether the OTC Drug is designated in the Medication Guide as a Covered OTC Drug; and

6. If you or your Provider request a Brand Name Prescription Drug when there is a Generic Prescription Drug available; you will be responsible for:
  - a. the Cost Share amount that applies to the Brand Name Prescription Drug you received, or in the case of a Non-Preferred Prescription Drug, the Cost Share amount that applies to Non-Preferred Prescription Drugs as indicated in your Schedule of Benefits; **and**
  - b. the difference in cost between the Generic Prescription Drug and the Brand Name Prescription Drug or Non-Preferred Prescription Drug you received, unless the Provider has indicated on the Prescription that the Brand Name Prescription Drug or Non-Preferred Drug is Medically Necessary.

**Note:** The difference in cost described in b. above is a benefit penalty and therefore does not help to satisfy your Deductible or Out-of-Pocket Maximums.

A Brand Name Prescription Drug included on the Preferred Medication List then in effect will be reclassified as a Non-Preferred Prescription Drug on the date the FDA approves a bioequivalent Generic Prescription Drug.

## **Pharmacy Participation Status**

For purposes of this section, there are two types of Pharmacies: In-Network Pharmacies and Out-of-Network Pharmacies.

### **In-Network Pharmacies**

In-Network Pharmacies are Pharmacies participating in the BlueCare Rx Pharmacy Program, which include:

1. Pharmacies in Florida that have signed a BlueCare Rx Participating Pharmacy Provider Agreement with us;
2. National Network Pharmacies;
3. Specialty Pharmacies; and
4. the Mail Order Pharmacy.

The Pharmacy must be participating in the BlueCare Rx Pharmacy Program at the time Covered Prescription Drugs and Supplies and/or Covered OTC Drugs are purchased by you to be considered an In-Network Pharmacy. In-Network Pharmacies have agreed not to charge, or collect from, you, more than the amount set forth in the Schedule of Benefits for each Covered Prescription Drug, Covered Prescription Supply and/or Covered OTC Drug.

To verify if a Pharmacy is an In-Network Pharmacy, you may refer to the provider directory then in effect on your member account at [www.floridablue.com](http://www.floridablue.com) or call the customer service phone number on your ID Card.

Prior to purchase, you must pay your Cost Share amount as listed in the Schedule of Benefits and present your ID Card and the Pharmacy must be able to verify that you are, in fact, covered by us.

When charges for Covered Prescription Drugs, and Supplies or Covered OTC Drugs by an In-Network Pharmacy are less than the required Copayment, the amount you pay will depend on the agreement then in effect between the Pharmacy and us, and will be one of the following:

1. The usual and customary charge of such Pharmacy as if it were not an In-Network Pharmacy;
2. The charge under the Pharmacy's agreement with us; or
3. The Copayment, if less than the usual and customary charge of such Pharmacy.

### **Specialty Pharmacy**

Certain medications, such as injectable, oral, inhaled and infused therapies used to treat complex medical Conditions are typically more difficult to maintain, administer and monitor when compared to traditional Drugs. Specialty Drugs may require frequent dosage adjustments, special storage and handling and may not be readily available at local Pharmacies or routinely stocked by Physicians' offices, mostly due to the high cost and complex handling they require.

These Specialty Drugs can only be purchased from a Specialty Pharmacy. Specialty Pharmacies are a subset of In-Network Pharmacies and are designated solely by us, as the Pharmacies where you can purchase Specialty Drugs under this Pharmacy Program. Any Pharmacy not designated by us as a Specialty Pharmacy is considered Out-of-Network for Specialty Drugs, even if such Pharmacy is an In-Network Pharmacy for other Covered Prescription Drugs under this BlueCare Rx Pharmacy Program.

For additional details on how to obtain Covered Prescription Specialty Drugs from a Specialty Pharmacy, refer to the Medication Guide.

### **Mail Order Pharmacy**

For details on how to order Covered Prescription Drugs and Supplies and Covered OTC Drugs from the Mail Order Pharmacy, refer to the Mail Order Pharmacy Brochure or the Medication Guide.

**Note:** Specialty Drugs are not available through the Mail Order Pharmacy.

### **Out-of-Network Pharmacies**

A Prescription Drug, OTC Drug or Self-Administered Injectable Prescription Drug purchased from an Out-of-Network Pharmacy is covered under this Pharmacy Program **only** if for Emergency Services or authorized by us.

An Out-of-Network Pharmacy is a Pharmacy that has not agreed to participate in our BlueCare Rx Pharmacy Program and is not a National Network Pharmacy, Specialty Pharmacy or the Mail Order Pharmacy.

When Covered Prescription Drugs and Supplies or Covered OTC Drugs are purchased from an Out-of-Network Pharmacy for Emergency Services or when authorized by us, you may have to pay the full cost of the Drug at the time of purchase.

In order to be reimbursed for Covered Prescription Drugs and Supplies or Covered OTC Drugs purchased from an Out-of-Network Pharmacy, you must submit an itemized paid receipt to us at the address on your ID Card.

## Pharmacy Utilization Review Programs

Our pharmacy utilization review programs are intended to help educate and encourage the responsible use of Drugs and Supplies. Please review the following information so that you know what you may need to do in order to get the medication you need, without delays at the Pharmacy, and at a lower Cost Share.

We may, in our sole discretion, require that Prescriptions from your Provider for select Prescription Drugs and Supplies or OTC Drugs be reviewed under our pharmacy utilization review programs then in effect, in order for them to be covered. Under these programs, there may be limitations or conditions on coverage for select Prescription Drugs and Supplies and OTC Drugs, depending on the quantity, frequency, or type of Drug or Supply your Provider prescribed.

**Note:** If coverage is not available through these programs, or is limited, this does not mean that you cannot get the Drug or Supply from the Pharmacy. It only means that we will not cover or pay for the Drug or Supply. You are always free to purchase the Drug or Supply at your sole expense.

Our pharmacy utilization review programs include the following:

### **Responsible Steps Program**

Many medical Conditions have several Drug treatment options that have been approved by the FDA, which means there may be a lower cost Drug that will effectively treat your Condition. Under the responsible steps program, certain Prescription Drugs and OTC Drugs may not be covered unless you have first tried one or more designated Drugs identified in the Medication Guide.

Your Physician must contact us to request coverage for a Prescription Drug that is part of the responsible steps program prior to prescribing the Drug. In order to be covered, such Prescription Drugs and OTC Drugs prescribed by your Physician, we must receive written documentation from your Physician that the designated Drugs in the Medication Guide are not appropriate for you because of a documented allergy, ineffectiveness or side effects.

### **Responsible Quantity Program**

Safety limits apply to certain Drugs based on the drug maker and FDA's guidelines. For example, your Physician may prescribe 12 tablets for a One-Month Supply and the prescribed Drug may have a 9 tablet limit for a One-Month Supply. Under this program, any Prescription Drug or OTC Drug prescribed in excess of the Maximum specified in the Medication Guide may not be covered. If your Physician prescribes more than the Maximum quantity listed in the Medication Guide, you can either pay for the additional amount yourself or ask your Physician to request an authorization from us.

### **Prior Coverage Authorization Program**

Certain Prescription Drugs and Supplies and OTC Drugs require prior authorization from us in order to be covered. **If you do not obtain an authorization when one is required we will deny coverage.** Prescription Drugs and Supplies and OTC Drugs that require prior authorization are marked in the Medication Guide with a special symbol.

If your Provider prescribes a medication for you that requires prior authorization, ask him or her to get an authorization for you before you go to pick it up. When the prior authorization decision has been made, we will let you and your Provider know.



Information on our pharmacy utilization review programs is published in the Medication Guide which can be accessed on your member account at [www.floridablue.com](http://www.floridablue.com) or you may call the customer service phone number on your ID Card. Your Pharmacist may also tell you if a Prescription Drug or OTC Drug requires prior coverage authorization.

### **Ultimate Responsibility for Medical Decisions**

The pharmacy utilization review programs have been established solely to determine whether coverage or benefits for Prescription Drugs, Supplies and OTC Drugs will be provided under the terms of this Contract. Ultimately the final decision as to whether the Prescription Drug, Supply or OTC Drug should be prescribed must be made by you and the prescribing Physician. Decisions made by us in authorizing coverage are made only to determine whether coverage or benefits are available under this Pharmacy Program and not for the purpose of providing or recommending care or treatment. We reserve the right to modify or terminate these programs at any time.

Any and all decisions that require or pertain to independent professional medical judgment or training, or the need for a Prescription Drug, Supply or OTC Drug, must be made solely by you and your treating Physician in accordance with the patient/Physician relationship. It is possible that you or your treating Physician may conclude that a particular Prescription Drug, Supply or OTC Drug is needed, appropriate, or desirable, even though such Prescription Drug, Supply or OTC Drug may not be authorized for coverage by us. In such cases, it is your right and responsibility to decide whether the Prescription Drug, Supply or OTC Drug should be purchased even if we have indicated that we will not pay for such Prescription Drug, Supply or OTC Drug.

### **Pharmacy Program Definitions**

Certain important terms applicable to the Pharmacy Program are set forth below. For additional applicable definitions, please refer to the DEFINITIONS section of this Contract.

**Brand Name Prescription Drug** means a Prescription Drug that is marketed or sold by a manufacturer using a trademark or proprietary name, an original or pioneer Drug, or a Drug that is licensed to another company by the Brand Name Drug manufacturer for distribution or sale, whether or not the other company markets the Drug under a generic or other non-proprietary name.

**Copayment or Copay** means, when applicable, the amount you must pay to an In-Network Pharmacy for each Covered Prescription Drug and Supply and/or Covered OTC Drug, at the time of purchase, as set forth in the Schedule of Benefits.

**Covered OTC Drug** means an Over-the-Counter Drug that is designated in the Medication Guide as a Covered OTC Drug.

**Covered Prescription Drug** means a Drug, which, under federal or state law, requires a Prescription and which is covered under this Pharmacy Program.

**Covered Prescription Drug(s) and Supply(ies)** means Covered Prescription Drugs and Covered Prescription Supplies.

**Covered Prescription Supply(ies)** means only the following Supplies:

1. Prescription diaphragms indicated as covered in the Medication Guide;

2. syringes and needles prescribed with insulin, or a Self-Administered Injectable Prescription Drug which is authorized for coverage by us;
3. syringes and needles prescribed with a Prescription Drug authorized for coverage by us;
4. syringes and needles contained in anaphylactic kits (e.g., Epi-Pen, Epi-Pen, Jr., Ana Kit); and
5. Prescription Supplies used in the treatment of diabetes, limited to only blood glucose testing strips and tablets, lancets, blood glucose meters, and acetone test tablets.

**Day Supply** means a Maximum quantity per Prescription as defined by the Drug manufacturer's daily dosing recommendations for a 24-hour period.

**Drug** means any medicinal substance, remedy, vaccine, biological product, drug, pharmaceutical or chemical compound that has at least one active ingredient that is FDA-approved and has a valid National Drug Code.

**FDA** means the United States Food and Drug Administration.

**Generic Prescription Drug** means a Prescription Drug containing the same active ingredients as a Brand Name Prescription Drug that either 1) has been approved by the United States Food and Drug Administration (FDA) for sale or distribution as the bioequivalent of a Brand Name Prescription Drug through an abbreviated new drug application under 21 U.S.C. 355 (j); or 2) is a Prescription Drug that is not a Brand Name Prescription Drug, is legally marketed in the United States and, in the judgment of Florida Blue HMO, is marketed and sold as a generic competitor to its Brand Name Prescription Drug equivalent. All Generic Prescription Drugs are identified by an "established name" under 21 U.S.C. 352 (e), by a generic name assigned by the United States Adopted Names Council, or by an official or non-proprietary name, and may not necessarily have the same inactive ingredients or appearance as the Brand Name Prescription Drug.

**In-Network Pharmacy** means a Pharmacy that has signed an agreement with us to participate in the BlueCare Rx Pharmacy Program. National Network Pharmacies, Specialty Pharmacies and the Mail Order Pharmacy are also In-Network Pharmacies.

**In-Network Pharmacy Allowance** means the maximum amount allowed to be charged by an In-Network Pharmacy per Prescription for a Covered Prescription Drug, Covered OTC Drug or Covered Prescription Supply under this Pharmacy Program.

**Mail Order Pharmacy** means the Pharmacy that has signed a Mail Services Prescription Drug Agreement with us.

**Maximum** means the amount designated in the Medication Guide as the Maximum, including, but not limited to, frequency, dosage and duration of therapy.

**Medication Guide** means the guide then in effect issued by us that may designate the following categories of Prescription Drugs: Preferred Generic Prescription Drugs; Preferred Brand Name Prescription Drugs; and Non-Preferred Prescription Drugs. The Medication Guide does not list all Non-Preferred Prescription Drugs due to space limitations, but some Non-Preferred Prescription Drugs and potential alternatives are provided for your information. The Medication Guide is subject to change at any

time. Please refer to your member account at [www.floridablue.com](http://www.floridablue.com) for the most current guide or you may call the customer service phone number on your ID Card for current information.

**National Drug Code (NDC)** means the universal code that identifies the Drug dispensed. There are three parts of the NDC, which are as follows: the labeler code (first five digits), product code (middle four digits), and the package code (last two digits).

**National Network Pharmacy** means a Pharmacy located outside of Florida that is part of the national network of Pharmacies established by our contracting Pharmacy Benefit Manager.

**Non-Preferred Prescription Drug** means a Generic Prescription Drug or Brand Name Prescription Drug that is not included on the Preferred Medication List then in effect.

**One-Month Supply** means a Maximum quantity per Prescription up to a 30-Day Supply as defined by the Drug manufacturer's daily dosing recommendations. Certain Drugs (such as Specialty Drugs) may be dispensed in lesser quantities due to manufacturer package size or course of therapy.

**Out-of-Network Pharmacy** means a Pharmacy that has not agreed to participate in our BlueCare Rx Pharmacy Program and is not a National Network Pharmacy, Specialty Pharmacy or the Mail Order Pharmacy.

**Over-the-Counter (OTC) Drug** means a Drug that is safe and effective for use by the general public, as determined by the FDA, and can be obtained without a Prescription.

**Pharmacist** means a person properly licensed to practice the profession of Pharmacy per Chapter 465 of the Florida Statutes, or a similar law of another state that regulates the profession of Pharmacy.

**Pharmacy** means an establishment licensed as a Pharmacy per Chapter 465 of the Florida Statutes, or a similar law of another state, where a Pharmacist dispenses Prescription Drugs.

**Pharmacy Benefit Manager** means an organization that has established, and manages, a Pharmacy network and other Pharmacy management programs for third party payers and employers, which has entered into an arrangement with us to make such network and/or programs available to you.

**Preferred Brand Name Prescription Drug** means a Brand Name Prescription Drug that is included on the Preferred Medication List then in effect. The Preferred Medication List is contained within the Medication Guide. A Preferred Brand Name Prescription Drug on the Preferred Medication List then in effect will be reclassified as a Non-Preferred Prescription Drug on the date the FDA approves a bioequivalent Generic Prescription Drug.

**Preferred Generic Prescription Drug** means a Generic Prescription Drug on the Preferred Medication List then in effect. The Preferred Medication List is contained within the Medication Guide.

**Preferred Medication List** means a list of Preferred Prescription Drugs then in effect, which have been designated by us as preferred and for which we provide coverage and benefits, subject to the exclusions in this section. The Preferred Medication List is contained within the Medication Guide.

**Preferred Prescription Drug** means a Prescription Drug that appears on the Preferred Medication List then in effect. A Preferred Prescription Drug may be a Brand Name Prescription Drug or a Generic Prescription Drug. The Preferred Medication List is contained within the Medication Guide.

**Prescription** means an order for medications or Supplies by a Physician or other health care professional authorized by law to prescribe such Drugs or Supplies.

**Prescription Drug** means any medicinal substance, remedy, vaccine, biological product, Drug, pharmaceutical or chemical compound which can only be dispensed pursuant to a Prescription and/or which is required by state law to bear the following statement or similar statement on the label: "Caution: Federal law prohibits dispensing without a Prescription". For purposes of the Pharmacy Program, insulin and emergency contraceptives are considered Prescription Drugs because, in order to be covered hereunder, we require that it be prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license.

**Repackaged Drug(s)** means a pharmaceutical product that is removed from the original manufacturer container (Brand Originator) and repackaged by another manufacturer with a different NDC.

**Self-Administered Injectable Prescription Drug** means an FDA-approved injectable Prescription Drug that you may administer to yourself, as recommended by a Physician, by means of injection, (except insulin). Covered Self-Administered Injectable Prescription Drugs are denoted with a special symbol in the Medication Guide.

**Specialty Drug** means an FDA-approved Prescription Drug that has been designated by us as a Specialty Drug due to requirements such as special handling, storage, training, distribution, and management of therapy. Specialty Drugs are identified with a special symbol in the Medication Guide.

**Specialty Pharmacy** means a Pharmacy that has signed a participating Pharmacy Provider Agreement with us to participate in the BlueCare Rx Pharmacy Program, to provide specific Specialty Drugs, as determined by us. The fact that a Pharmacy is an In-Network Pharmacy does not mean that it is a Specialty Pharmacy.

**Supply(ies)** means any Prescription or non-Prescription device, appliance or equipment including, but not limited to, syringes, needles, test strips, lancets, monitors, bandages, cotton swabs, and similar items and any birth control device.

**Three-Month Supply** means a Maximum quantity per Prescription up to a 90-Day Supply as defined by the Drug manufacturer's dosing recommendations.

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## WHAT IS NOT COVERED?

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### Introduction

The following exclusions are in addition to any that are specified in the WHAT IS COVERED? and PRESCRIPTION DRUG PROGRAM sections, including any Endorsement that is a part of this Contract.

**If you do not follow our Coverage Access Rules, any Services you receive will not be covered.** For further information, please refer to the COVERAGE ACCESS RULES section.

We will not pay for any of the Services, treatments, or supplies described in this section, even when recommended or prescribed by a Physician or it is the only available treatment for your Condition.

### Exclusions

**Abortions**, that are elective.

**Ambulance Services** or other transportation Services not related to an Emergency Medical Condition unless such Services are ordered by an In-Network Provider and authorized by us in advance.

**Anesthesia** administration Services rendered by an operating Physician who performed the surgery, his or her partner or associate.

**Autopsy** or postmortem examination Services, unless specifically requested by us.

**Behavioral Health Services** except as indicated in the WHAT IS COVERED? section, including

1. Mental health Services which are (a) rendered for a Condition that is not a Mental and Nervous Disorder as defined in this Contract, regardless of the underlying cause, or effect, of the disorder; (b) for psychological testing associated with the evaluation and diagnosis of learning disabilities or for mental retardation; (c) beyond the period necessary for evaluation and diagnosis of learning disabilities or for mental retardation; (d) for educational purposes; (e) for marriage counseling unless related to a Mental and Nervous Disorder as defined in this Contract, regardless of the underlying cause, or effect, of the disorder; (f) for pre-marital counseling; (g) for court ordered care or testing, or required as a condition of parole or probation; (h) to test aptitude, ability, intelligence or interest; (i) required to maintain employment; (j) for cognitive remediation, (k) inpatient stays that are primarily intended as a change of environment; and (l) inpatient (overnight) mental health Services received in a residential treatment facility.
2. Substance dependency care and treatment Services that are (a) rendered in a residential facility; and (b) long-term Services for alcoholism or drug addiction, including specialized inpatient units or inpatient stays that are primarily intended as a change of environment.

**Clinical Trial** expenses including:

1. Costs that are generally covered by the clinical trial, including, but not limited to:
  - a. Research costs related to conducting the clinical trial such as research Physician and nurse time, analysis of results, and clinical tests performed only for research purposes.
  - b. The investigational item, device or Service itself.

- c. Services inconsistent with widely accepted and established standards of care for a particular diagnosis.
2. Services related to an Approved Clinical Trial received outside of the United States.
3. Services related to an Approved Clinical Trial that are not authorized by us in advance.

**Complementary or Alternative Medicine** including, but not limited to, self-care or self-help training; homeopathic medicine and counseling; Ayurvedic medicine such as lifestyle modifications and purification therapies; traditional Oriental medicine including acupuncture; naturopathic medicine; environmental medicine including the field of clinical ecology; chelation therapy; thermography; mind-body interactions such as meditation, imagery, yoga, dance, and art therapy; biofeedback; prayer and mental healing; Massage except as listed in the WHAT IS COVERED? section; manual healing methods such as the Alexander technique, aromatherapy, Ayurvedic massage, craniosacral balancing, Feldenkrais method, Hellerwork, polarity therapy, Reichian therapy, reflexology, rolfing, shiatsu, Swedish massage, traditional Chinese massage, Trager therapy, trigger-point myotherapy, and biofield therapeutics; Reiki, SHEN therapy, and therapeutic touch; bioelectromagnetic applications in medicine; and herbal therapies.

**Complications of Non-Covered Services**, including the diagnosis or treatment of any Condition which arises as a complication of a non-Covered Service, such as treatment for a complication of cosmetic surgery.

**Cost Share** amounts you are required to pay even when a Provider waives the Cost Share.

**Cosmetic Services**, including any Service to improve the appearance or self-perception of an individual, including and without limitation: cosmetic surgery and procedures or supplies to correct hair loss or skin wrinkling such as Minoxidil, Rogaine, Retin-A and hair implants/transplants.

**Custodial Care** as defined in the DEFINITIONS section of this Contract.

**Dental Services** except as indicated in the WHAT IS COVERED? section, including:

Dental Services rendered more than 62 days after the date of an Accidental Dental Injury even if the Services could not have been rendered within 62 days.

Except as described above and in the Child Cleft Lip and Cleft Palate Treatment category, any dental Service including, but not limited to: care or treatment of the teeth or their supporting structures or gums, or dental procedures, including but not limited to: extraction of teeth, restoration of teeth with fillings, crowns or other materials, bridges, cleaning of teeth, dentures, dental implants; periodontal or endodontic procedures, orthodontic treatment, intraoral prosthetic devices, palatal expansion devices, bruxism appliances, and dental x-rays.

### **Drugs**

1. Drugs prescribed for uses other than the United States Food and Drug Administration (FDA) approved label indications. This exclusion does not apply to any drug prescribed for the treatment of cancer that has been approved by the FDA for at least one indication, provided the drug is recognized for treatment of your particular cancer in a Standard Reference Compendium or recommended for treatment of your particular cancer in Medical Literature. Drugs prescribed for the treatment of cancer that have not been approved for any indication are excluded.

2. Drugs dispensed to, or purchased by you from a pharmacy, except as covered under the PRESCRIPTION DRUG PROGRAM section. This exclusion does not apply to drugs dispensed to you when:
  - a. you are an inpatient in a Hospital, Ambulatory Surgical Center, Skilled Nursing Facility, Psychiatric Facility or a Hospice facility;
  - b. you are in the outpatient department of a Hospital;
  - c. dispensed to your Physician for administration to you in the Physician's office and prior coverage authorization has been obtained (if required); or
  - d. you are receiving Home Health Care according to a plan of treatment and the Home Health Care Agency bills us for such drugs.
3. Any non-Prescription medicines, remedies, vaccines, biological products (except insulin), pharmaceuticals or chemical compounds, vitamins, mineral supplements, fluoride products, over-the-counter drugs, products, or health foods.
4. Any drug which is indicated or used for sexual dysfunction, such as Cialis, Levitra, Viagra and Caverject.
5. Any Self-Administered Prescription Drug except when indicated as covered in the WHAT IS COVERED? or PRESCRIPTION DRUG PROGRAM sections of this Contract.
6. Any drug which requires prior coverage authorization when prior coverage authorization is not obtained.
7. Blood or blood products used to treat hemophilia, except when provided to you for:
  - a. emergency stabilization;
  - b. during a covered inpatient stay, or
  - c. when proximately related to a surgical procedure.

The exceptions to the exclusion for drugs purchased or dispensed by a pharmacy described in exclusion two above, do not apply to hemophilia drugs excluded under this subparagraph.

**Durable Medical Equipment** which is primarily for convenience and/or comfort; modifications to motor vehicles and/or homes, including but not limited to, wheelchair lifts or ramps; water therapy devices such as Jacuzzis, hot tubs, swimming pools or whirlpools; exercise and massage equipment, electric scooters, hearing aids, air conditioners and purifiers, humidifiers, water softeners and/or purifiers, pillows, mattresses or waterbeds, escalators, elevators, stair glides, emergency alert equipment, handrails and grab bars, heat appliances, dehumidifiers, and the replacement of Durable Medical Equipment just because it is old or used.

**Experimental or Investigational Services** except as otherwise covered under the Bone Marrow Transplant provision described in the Transplant Services category of the WHAT IS COVERED? section.

**Eye Care and Vision Services** except as indicated in the WHAT IS COVERED? section, including:

1. Health Care Services to diagnose or treat vision problems for a Covered Person after reaching age 19 that are not a direct consequence of trauma or prior eye surgery;

2. vision examinations for a Covered Person after reaching age 19;
3. eye exercises, visual training or visual therapy;
4. eye glasses and contact lenses and their fitting for a Covered Person after reaching age 19 except initial glasses or contact lenses following cataract surgery;
5. any surgical procedure performed primarily to correct or improve myopia or other refractive disorders, such as LASIK;
6. Any vision Service, treatment or materials not specifically listed as a Covered Service;
7. Services and materials not meeting accepted standards of optometric practice;
8. Services and materials resulting from your failure to comply with professionally prescribed treatment;
9. State or territorial taxes on vision services performed;
10. Special lens designs or coatings except as indicated in the WHAT IS COVERED? section;
11. Replacement of lost or stolen eyewear;
12. Non-prescription (Plano) eyewear;
13. Two pairs of eyeglasses in lieu of bifocals;
14. Services not performed by licensed personnel;
15. Prosthetic Devices and Services except as indicated in the WHAT IS COVERED? section; and
16. Insurance for contact lenses.

**Follow-up Care** related to an emergency room visit must be rendered by an In-Network PCP or In-Network Specialist. If you are told you need follow-up care after your emergency room visit, be sure to contact your PCP or an In-Network Specialist first. Any follow-up care you receive that is rendered by a Provider other than your PCP or an In-Network Specialist may not be covered.

**Food and Food Products** whether prescribed or not, except as covered in the Enteral Formulas category of the WHAT IS COVERED? section.

**Foot care (routine)**, including any Service or supply in connection with foot care in the absence of disease. This exclusion includes, but is not limited to, treatment of bunions, flat feet, fallen arches, and chronic foot strain, corns, or calluses, unless determined by us to be Medically Necessary. This exclusion does not apply to Services otherwise covered under the Diabetes Treatment Services category in the WHAT IS COVERED? section.

**General Exclusions** include, but are not limited to:

1. Any Health Care Service received prior to your Effective Date or after the date your coverage terminates.
2. Any Health Care Service not within the Covered Services Categories described in the WHAT IS COVERED? or PRESCRIPTION DRUG PROGRAM sections or any Endorsement that is part of this Contract, unless such Services are specifically required to be covered by applicable law.



3. Any Health Care Service you render to yourself or those rendered by a Physician or other health care Provider related to you by blood or marriage.
4. Any Health Care Service that is not Medically Necessary as defined in this Contract and determined by us. The ordering of a Service by a health care Provider does not, in itself, make such Service Medically Necessary or a Covered Service.
5. Any Health Care Service rendered at no charge.
6. Expenses for claims denied because we did not receive information requested from you regarding whether or not you have other coverage and the details of such coverage.
7. any Health Care Service to diagnose or treat a Condition which, directly or indirectly, resulted from or is in connection with:
  - a. war or an act of war, whether declared or not;
  - b. your participation in, or commission of, any act punishable by law as a misdemeanor or felony whether or not you are charged or convicted, or which constitutes riot, or rebellion;
  - c. your engaging in an illegal occupation;
  - d. Services received at military or government facilities; or
  - e. Services received to treat a Condition arising out of your service in the armed forces, reserves and/or National Guard.
8. Services that are not patient-specific, as determined solely by us, such as office infection control charges.
9. Health Care Services rendered because they were ordered by a court, unless such Services are otherwise Covered Services under this Contract.
10. Any Health Care Service rendered by or through a medical or dental department maintained by or on behalf of an employer, mutual association, labor union, trust, or similar person or group.
11. Any Health Care Service rendered outside the Service Area, except Emergency Services for treatment of an Emergency Medical Condition, unless such Services are approved by us in advance.
12. Expenses for completion of any form and / or medical information or for copies of your records or charts including any costs associated with forwarding or mailing copies of your records or charts.

**Genetic Screening** including the evaluation of genes to determine if you are a carrier of an abnormal gene that puts you at risk for a Condition, except as provided under the Diagnostic Testing and Preventive Services categories of the WHAT IS COVERED? section.

**Hearing Services** including routine hearing exams and screenings, except as provided under the Preventive Services category of the WHAT IS COVERED? section, and hearing aids (external or implantable) and Services related to the fitting or provision of hearing aids, including tinnitus maskers, batteries and repair costs.

**Home Health Care Services** that (1) are rendered by an employee or operator of an adult congregate living facility; an adult foster home; an adult day care center, or a nursing home facility; (2) are rendered in a nursing home, or intermediate care facility; or (3) is Speech Therapy provided for diagnosis of developmental delay.

**Hospital Expenses** including the Hospital charges, Physician charges and any other charges related to an inpatient stay are not covered when Services could have been rendered without admitting you to the Hospital.

**Immunizations** except those covered under the Preventive Services category of the WHAT IS COVERED? section or the PRESCRIPTION DRUG PROGRAM section.

**Infertility Treatment** including Services beyond what is necessary to determine the cause or reason for infertility and Services rendered to assist in achieving pregnancy are excluded. These Services include, but are not limited to:

1. Services provided to treat infertility;
2. Reversal of previous surgical sterilization procedures;
3. All infertility treatment medications;
4. Assisted reproductive therapy including, but not limited to, Artificial Insemination (AI); In Vitro Fertilization (IVF); Gamete Intrafallopian Transfer (GIFT); Zygote Intrafallopian Transfer (ZIFT); and any Services associated with these procedures; and
5. All Services associated with the donation or purchase of sperm.

**Inpatient Rehabilitation** All inpatient Rehabilitation Services for Substance Dependency, drug and alcohol related diagnoses (except as otherwise covered in the Behavioral Health Services category of the WHAT IS COVERED? section), Pain Management and respiratory ventilator management Services.

### **Inpatient Habilitative Services**

**Massage Techniques** such as application or use of the following or similar techniques or items for the purpose of aiding in the provision of Massage including, but not limited to: hot or cold packs; hydrotherapy; colonic irrigation; thermal therapy; chemical or herbal preparations; paraffin baths; infrared light; ultraviolet light; Hubbard tank; and/or contrast baths.

**Maternity Services** rendered to a Covered Person who becomes pregnant as a Gestational Surrogate under the terms of, and in accordance with, a Gestational Surrogacy Contract or Arrangement. This exclusion applies to all Services related to such pregnancy (prenatal, labor and delivery and postpartum).

**Missed Appointment** including any costs you incur for not going to a scheduled appointment, regardless of the reason for missing the appointment.

**Orthomolecular Therapy** including nutrients, vitamins, and food supplements.

**Orthotic Devices** except as indicated in the WHAT IS COVERED? section, including:

1. Expenses for arch supports, shoe inserts designed to effect conformational changes in the foot or foot alignment, orthopedic shoes, over-the-counter, custom-made or built-up shoes, cast shoes, sneakers, ready-made compression hose or support hose, or similar type devices/appliances regardless of

intended use, except for therapeutic shoes (including inserts and/or modifications) for the treatment of severe diabetic foot disease.

2. Expenses for orthotic appliances or devices, which straighten or re-shape the conformation of the head or bones of the skull or cranium through cranial banding or molding, such as dynamic orthotic cranioplasty or molding helmets; except when the orthotic appliance or device is used as an alternative to an internal fixation device as a result of surgery for craniosynostosis.
3. Expenses for devices necessary to exercise, train or participate in sports, e.g. custom-made knee braces.

**Oversight of a medical laboratory** by a Physician or other health care Provider. "Oversight" as used in this exclusion shall, include, but is not limited to, the oversight of:

1. the laboratory to assure timeliness, reliability, and/or usefulness of test results;
2. the calibration of laboratory machines or testing of laboratory equipment;
3. the preparation, review or updating of any protocol or procedure created or reviewed by a Physician or other health care Provider in connection with the operation of the laboratory; and
4. laboratory equipment or laboratory personnel for any reason.

**Personal Comfort, Hygiene or Convenience Items** and Services deemed to be not Medically Necessary and not directly related to your treatment, including, but not limited to:

1. homemaker or domestic maid services;
2. sitter or companion services;
3. Food, housing and home-delivered meals;
4. beauty and barber services;
5. personal hygiene supplies such as shampoo, toothpaste, body lotions and hygiene packets;
6. clothing, including support hose;
7. radio and television;
8. guest meals and accommodations;
9. telephone charges;
10. take-home supplies or drugs;
11. travel expenses (other than Medically Necessary Ambulance Services);
12. motel/hotel accommodations;
13. air conditioners, furnaces, air filters, air or water purification systems, water softening systems, humidifiers, dehumidifiers, vacuum cleaners or any other similar equipment and devices used for environmental control or to enhance an environmental setting;
14. hot tubs, Jacuzzis, heated spas, pools, or memberships to health clubs;
15. heating pads, hot water bottles, or ice packs;

16. physical fitness equipment;
17. hand rails and grab bars; and
18. Massage except as set forth in the WHAT IS COVERED? section.

**Private Duty Nursing Care** rendered at any location.

**Prosthetic Devices** except as indicated in the WHAT IS COVERED? section, including:

1. Expenses for microprocessor controlled or myoelectric artificial limbs, such as C-legs;
2. Expenses for performance enhancing Prosthetic Devices (such as carbon-fiber racing legs);
3. Expenses for cosmetic enhancements to artificial limbs; and
4. Penile prosthesis and surgery to insert penile prosthesis except when necessary in the treatment of organic impotence resulting from treatment of prostate cancer, diabetes mellitus, peripheral neuropathy, medical endocrine causes of impotence, arteriosclerosis/postoperative bilateral sympathectomy, spinal cord injury, pelvic-perineal injury, post-prostatectomy, post-priapism, and epispadias, and exstrophy.

**Sexual Reassignment, or Modification Services**, including but not limited to any Service or supply related to such treatment, such as psychiatric Services.

**Skilled Nursing Facilities** expenses for an inpatient admission to a Skilled Nursing Facility for Custodial Care, convalescent care, or any other Service primarily for your convenience or that of your family members or the Provider.

**Smoking Cessation Programs**, including any Service to eliminate or reduce the dependency on, or addiction to, tobacco, including but not limited to nicotine withdrawal programs and nicotine products, such as gum and transdermal patches, except as provided under the Preventive Services category of the WHAT IS COVERED? section or the PRESCRIPTION DRUG PROGRAM section.

**Sports-Related Devices and Services** used to affect performance primarily in sports-related activities; all expenses related to physical conditioning programs such as athletic training, bodybuilding, exercise, fitness, flexibility, and diversion or general motivation.

#### **Telephone Consultations**

**Training and Educational Programs** or materials, including, but not limited to programs or materials for Pain Management and vocational rehabilitation, except as provided under the Diabetes Treatment Services category of the WHAT IS COVERED? section.

**Transplant Services** except as indicated in the WHAT IS COVERED? section, including:

1. Transplant procedures not included in the Transplant Services category of the WHAT IS COVERED? section, or otherwise excluded under this Contract, such as Experimental or Investigational transplant procedures.
2. Transplant evaluation and procedures rendered **before** we are contacted for authorization.
3. Transplant procedures which are not authorized by us **before** they are provided.
4. Transplant procedures involving the transplantation of any non-human organ or tissue.

5. Transplant procedures related to the donation or acquisition of an organ or tissue for a recipient who is not covered by us.
6. Transplant procedures involving the implant of an artificial organ, including the implant of the artificial organ.
7. Any organ, tissue, marrow, or stem cells which are sold rather than donated.
8. Any Bone Marrow Transplant, as defined herein, which is not specifically listed in the applicable chapter of the Florida Administrative Code or covered by Medicare pursuant to a national coverage decision made by the Centers for Medicare and Medicaid Services as evidenced in the most recently published Medicare Coverage Issues Manual.
9. Any Service in connection with the identification of a donor from a local, state or national listing, except in the case of a Bone Marrow Transplant.
10. Any non-medical costs, including but not limited to, temporary lodging or transportation costs for you and/or your family to and from the approved facility.
11. Any artificial heart or mechanical device that replaces either the atrium and/or the ventricle.

**Travel** or vacation expenses even if prescribed or ordered by a Provider.

**Volunteer Services** or Services which would normally be provided free of charge.

**Weight Control Services** including any Service to lose, gain or maintain weight regardless of the reason for the Service or whether the Service is part of a treatment plan for a Condition. This exclusion includes, but is not limited to weight control/loss programs; appetite suppressants and other medications; dietary regimens; food or food supplements; exercise programs; exercise or other equipment; gastric or stomach bypass or stapling, intestinal bypass, gastric balloons, jaw wiring, jejunal bypass, gastric shunts, and procedures designed to restrict your ability to assimilate food.

**Wigs** and/or cranial prosthesis.

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## MEDICAL NECESSITY

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In order for Health Care Services to be covered under this Contract, the Services must meet all of the requirements to be a Covered Service, including being Medically Necessary, as determined by us and defined in this Contract.

It is important to remember that any time we review Services for Medical Necessity it is solely for the purpose of determining coverage, benefits or payment under the terms of this Contract and not for the purpose of recommending or providing medical care. When we review for Medical Necessity, we may review specific medical facts or information about you. Any such review, however, is strictly for the purpose of determining whether the Service provided or proposed meets the definition of Medical Necessity in this Contract. In applying the definition of Medical Necessity to a specific Service, we may apply our coverage and payment guidelines then in effect.

All decisions that require or pertain to independent professional medical/clinical judgment or training, or the need for medical Services, are solely your responsibility and that of your treating Providers. You and your Providers are responsible for deciding what medical care you should have and when that care should be provided. We are solely responsible for determining whether expenses incurred for that medical care are covered under this Contract. In making coverage decisions, we will not be deemed to participate in or override your decisions concerning your health or the medical decisions of your health care Providers.

The following are a few examples of hospitalization and other Services that are not Medically Necessary:

1. staying in the Hospital because arrangements for discharge have not been completed;
2. use of laboratory, x-ray, or other diagnostic testing that has no clear indication, or is not expected to alter your treatment;
3. staying in the Hospital because supervision in the home, or care in the home, is not available or is inconvenient; or being hospitalized for any Service which could have been provided adequately in an alternate setting (e.g., Hospital outpatient department or at home with Home Health Care Services);  
or
4. inpatient admissions to a Hospital, Skilled Nursing Facility, or any other facility for the purpose of Custodial Care, convalescent care, or any other Service primarily for the convenience of the patient or his or her family members or a Provider.

**Note:** Whether or not a Service is specifically listed as an exclusion, the fact that a Provider may prescribe, recommend, approve, or furnish a Service does not mean that the Service is Medically Necessary (as determined by us and defined in this Contract) or a Covered Service. You are free to obtain a Service even if we deny coverage because the Service is not Medically Necessary; however, you will be solely responsible for paying for the Service. Please refer to the DEFINITIONS section for the definition of “Medically Necessary or Medical Necessity”.

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## YOUR SHARE OF HEALTH CARE EXPENSES

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This section explains what your share of the health care expenses may be for Covered Services you receive. Since not all plans include all the different types of Cost Shares explained in this section, it is important that you look at your Schedule of Benefits to see your share of the cost for specific Covered Services.

### **Deductibles**

A deductible is a fixed dollar amount that you must pay before we begin to pay for Covered Services. There are different types of deductibles; some that apply to most Covered Services on your plan and some that apply only to a specific type of Service. Listed below are the different types of deductibles and a brief explanation of how they work. You will need to look at your Schedule of Benefits to find out what types of deductibles (if any) apply to your plan.

Rules for applying charges to deductibles:

- We can only apply charges for claims we actually receive;
- Only charges for Covered Services will be applied; and
- We will only apply the amount of charges up to our Allowed Amount.

### **Overall Deductible (DED)**

This deductible applies to most of the Covered Services on your plan before we begin to pay for Covered Services. When we talk about this type we just call it “Deductible” and on the Schedule of Benefits “DED”. Some Covered Services, such as Preventive Services, do not apply the Deductible, so be sure to look at your Schedule of Benefits. After the Deductible has been met, neither you nor your Covered Dependents (if any) will have any additional Deductible amount for the rest of that Calendar Year. The Deductible starts over every year on January 1st.

There are individual and family Deductibles, both of which apply on a Calendar Year basis:

### **Individual Calendar Year Deductible**

If you are the only person on your plan, you only have to reach the individual Deductible and the family Deductible listed on your Schedule of Benefits does not apply to you. This amount, when applicable, must be satisfied by you each Calendar Year before any payment will be made by us. If more than one person is on your plan, the amount each person has to reach depends on the type of Deductible described below.

### **Family Calendar Year Deductible**

If you have one or more family members on your plan, the family Deductible can be satisfied by any one Covered Person or a combination of Covered Persons depending on the type of family Deductible described below.

### Embedded Deductible

If your Schedule of Benefits indicates that the Deductible is embedded, each Covered Person only needs to satisfy the individual Deductible and not the entire family Deductible, prior to us paying for Covered Services for that Covered Person. We will not begin to pay for Covered Services for the other family members until they either satisfy the individual Deductible or until the family Deductible is met. The family Deductible is met when any combination of family members' costs for Covered Services meets the family Deductible limit. The maximum amount that any one Covered Person in your family can contribute toward the family Deductible is the amount applied toward that person's individual Deductible.

### Shared Deductible

If your Schedule of Benefits indicates that the family Deductible is Shared, the entire family Deductible must be met by any one Covered Person or a combination of any or all Covered Persons before we will begin to pay for Covered Services for any Covered Person under your plan.

### **Per Visit Deductible (PVD)**

This is a deductible that applies after any overall Deductible, but only applies to a specific type of Covered Service on your plan before we begin to pay for Covered Services. When we talk about this type we call it "Per Visit Deductible" and on the Schedule of Benefits "PVD". The Per Visit Deductible applies before any other type of Cost Share (except the overall Deductible) and must be paid by you for each visit. Not all plans have a Per Visit Deductible, so be sure to look at your Schedule of Benefits.

### **Inpatient Per Admission Deductible (PAD)**

This is a deductible that applies after any overall Deductible, but only applies to a specific type of Covered Service on your plan before we begin to pay for Covered Services. When we talk about this type we call it "Per Admission Deductible" and on the Schedule of Benefits "PAD". The Per Admission Deductible only applies to an inpatient facility (such as a Hospital), applies before any other type of Cost Share (except the overall Deductible) and must be paid by you for each inpatient admission. Not all plans have a Per Admission Deductible, so be sure to look at your Schedule of Benefits.

## **Copayments**

A Copayment is a fixed dollar amount you must pay when you receive certain Covered Services. Listed below are the different types of Copayments and a brief explanation of how they work. If our Allowed Amount or the Provider's actual charge for a Covered Service rendered is less than the Copayment amount, you will pay the lesser of our Allowed Amount or the Provider's actual charge for the Covered Service.

Copayments:

- must be paid at the time you receive the Services;
- apply before any payment will be made by us;
- apply regardless of the reason for the Service; and



- usually apply to all Services rendered during the visit, but there are exceptions to this rule, so be sure to check your Schedule of Benefits and the brief explanations below.

### **Office Services Copayment**

An office Services Copayment applies to each office visit and applies to all Covered Services rendered during that visit, except for Durable Medical Equipment, Medical Pharmacy, Orthotics and Prosthetics, which may require Cost Share amounts in addition to the Copayment.

### **Inpatient Facility Services Copayment**

The inpatient facility Copayment only applies to the inpatient facility (such as a Hospital) and you must pay it for each inpatient admission. Remember that there may be additional Cost Share amounts you will have to pay for Covered Services provided by Physicians and other health care professionals while you are an inpatient.

### **Outpatient Facility Services Copayment**

The outpatient facility Copayment only applies to an outpatient facility and you must pay it for each outpatient visit. Remember that there may be additional Cost Share amounts you will have to pay for Covered Services provided by Physicians and other health care professionals while using these facilities.

**Note:** Copayments for outpatient facility Services may vary depending on the type of facility chosen and the Services received. Please see your Schedule of Benefits for more information. If your plan includes a Copayment for emergency room Services and you are admitted to the Hospital as an inpatient at the time of the emergency room visit, this Copayment will be waived, and you will pay the Cost Share that applies to inpatient facility Services.

## **Coinsurance**

Coinsurance is a percentage of our Allowed Amount that you must pay before we will pay our portion of the Allowed Amount for Covered Services. The Coinsurance percentage is figured after all other Cost Share amounts for a given Service, such as Deductible.

## **Out-of-Pocket Maximums**

An out-of-pocket maximum is the Calendar Year limit on Cost Share amounts that you have to pay for a given Calendar Year for Health Care Services that are Covered Services under this Contract. After you have paid this dollar amount in Cost Share, you will have no additional Cost Share for the rest of that Calendar Year and we will pay 100 percent of our Allowed Amount for Covered Services rendered during the rest of that Calendar Year.

### **Individual Calendar Year Out-of-Pocket Maximum**

If you are the only person on your plan, only the individual out-of-pocket maximum applies to you and the family out-of-pocket maximum listed on your Schedule of Benefits does not apply to you. After you have reached the individual out-of-pocket maximum, you will have no additional Cost Share for the rest of that Calendar Year and we will pay 100 percent of our Allowed Amount for Covered Services rendered during the rest of that Calendar Year. If more than one person is on your plan the amount each person has to reach depends on the type of out-of-pocket maximum described below.

## Family Calendar Year Out-of-Pocket Maximum

If you have one or more family members on your plan, the family out-of-pocket maximum can be satisfied by any one Covered Person or a combination of Covered Persons depending on the type of out-of-pocket maximum described below.

### Embedded Out-of-Pocket Maximum

If your Schedule of Benefits indicates that the out-of-pocket maximum is embedded, when any one Covered Person meets the individual out-of-pocket maximum, that Covered Person will have no additional Cost Share for the rest of the Calendar Year. The rest of the family must continue satisfying their out-of-pocket maximum until the family out-of-pocket maximum is met. The maximum amount that any one Covered Person in your family can contribute toward the family out-of-pocket maximum is the amount applied toward that person's individual out-of-pocket maximum.

### Shared Out-of-Pocket Maximum

If your Schedule of Benefits indicates that the out-of-pocket maximum is shared, any one Covered Person or a combination of any or all Covered Persons can meet the family out-of-pocket maximum. Once the family out-of-pocket maximum is met, neither you nor your Covered Dependents will have to pay any additional Cost Share for Covered Services for the rest of the Calendar Year.

All Cost Share amounts you pay toward the Covered Services explained in this Contract will apply to the out-of-pocket maximum, such as Deductibles, Copayments and Coinsurance. The following charges **will not apply** to the out-of-pocket maximums and when you have reached the out-of-pocket maximum, **you will still have to pay** these charges:

- Premium amounts you must pay;
- charges for Services that are not covered; and
- any benefit penalties.

## How We Will Credit Benefit Maximums

We will only credit the amounts we actually pay for Covered Services to any benefit maximums on your plan. The amounts we pay are based on our Allowed Amount for the Covered Services provided. You will need to look at your Schedule of Benefits to find out if any benefit maximums apply to your plan.

## Prior Coverage Credit

We will give you credit for the satisfaction or partial satisfaction of any Deductible or out-of-pocket maximums met by you under a prior Florida Blue HMO Contract maintained by you that is replaced with this Contract during the Calendar Year. This provision only applies if the prior coverage purchased by you was in effect immediately preceding the Effective Date of this Contract.

Prior coverage credit toward the Deductible or out-of-pocket maximums will only be given for Health Care Services, which would have been Covered Services under this Contract.

## **Special Rule for Capitated Providers**

Except as described below, only the amounts we actually pay for Covered Services will be credited toward applicable Deductibles and out-of-pocket maximums. Likewise, the amounts you will pay for your Coinsurance will be based on our Allowed Amount actually paid for the Covered Services provided.

Under certain agreements we have with Providers, we may pay the Provider a set monthly amount per individual to cover the cost of providing Covered Services to you, whether or not care is actually provided during that month. This form of payment is called "capitation". In these instances, when you receive Covered Services from such a Provider, the amounts we will credit toward any Deductible or out-of-pocket maximums, will be the amount we would have paid (based on our Allowed Amount then in effect) had the Provider not been paid on a capitated basis. Similarly, in these instances, the amount you will owe for Coinsurance will be the amount you would have owed (based on our Allowed Amount then in effect) had the Provider not been paid on a capitated basis.

## **Additional Expenses You Must Pay**

In addition to your share of the expenses described above, you are also responsible for:

1. charges in excess of any maximum benefit limitation listed in your Schedule of Benefits;
2. expenses for claims denied because we did not receive information requested from you regarding whether or not you have other coverage and the details of such coverage;
3. any benefit reductions/benefit penalties;
4. charges for Health Care Services which are non-Covered Services or excluded; and
5. the Premium applicable to your Contract.

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# HEALTH CARE PROVIDER OPTIONS

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## Introduction

It is important that you understand how the Providers you choose to use for medical care will affect how much you have to pay for medical Services. Under this HMO plan, most Services must be rendered by In-Network Providers in order to be Covered Services. This is true even when the Services you receive are Medically Necessary (except in the case of an Emergency Services for an Emergency Medical Condition). This section explains some special rules for getting Covered Services with certain types of Providers under this Contract.

For information on Pharmacy Provider options, please refer to the PRESCRIPTION DRUG PROGRAM section.

## Provider Participation Status

You are responsible for making sure a Provider is In-Network prior to receiving Services. To find out if a Provider is in our provider network you can:

1. access the current BlueCare Provider directory on your member account at [www.floridablue.com](http://www.floridablue.com); or
2. call the customer service phone number on your ID Card.

## Types of Providers

### Primary Care Physician (PCP)

The first and most important decision you must make when joining a health maintenance organization is the selection of a PCP for each person covered under this Contract. This decision is important since it is through this Provider that all other Covered Services, particularly those of Specialists, are coordinated. You do not need a referral to see your PCP.

Blue Physician Recognition Providers: A Physician with the Blue Physician Recognition (BPR) designation means the Physician has shown a commitment to delivering quality and patient-centered care by participating in certain Florida Blue HMO programs, such as the Patient Centered Medical Home (PCMH), Comprehensive Primary Care (CP2) or an Accountable Care arrangement. The BPR designation does not serve as a measure of the quality of care rendered by a Physician or whether the Physician will meet your health care needs. Absence of a BPR designation does not mean the Physician is of low quality. It simply means that the Physician does not participate in one of these programs. BPRs are listed in the provider directory with a special symbol. The Cost Share for Services rendered by a BPR is listed on your Schedule of Benefits.

### Specialist Care

If you need to visit a Specialist, you and/or your PCP may choose any In-Network Specialist.

Your PCP may consult with us regarding coverage or benefits and with the Specialist in order to coordinate your care. This provides you with continuity of treatment by the Physician who is most familiar with your medical history and who understands your total health profile.

You do not need a referral from your PCP to see an In-Network Specialist; however, some Services require an authorization from us before Services are rendered in order to be covered. In-Network Providers are responsible for obtaining authorization from us.

Below are some special rules for certain types of Providers:

Chiropractors and Podiatrists: Upon your request, we will assign an In-Network Doctor of Chiropractic or a Doctor of Podiatry who is an In-Network Provider to you for chiropractic Services and podiatric Services, respectively. You can access the assigned Doctor of Chiropractic or Doctor of Podiatry without a referral from your PCP.

Certified Registered Nurse Anesthetist: You may access anesthesia Services within the scope of a duly licensed Certified Registered Nurse Anesthetist's license upon your request as long as such Services are available, as determined by us, and are Covered Services under this Contract.

Dermatologists: You may access an In-Network dermatologist for up to five visits each Calendar Year without authorization referral from your PCP. Some Services, such as surgical procedures, require an authorization before the Services are rendered and if you do not have an authorization; those Services will not be covered.

Obstetric and Gynecological Providers: You may access In-Network Providers who specialize in obstetrics or gynecology for gynecological care without the need for authorization.

Osteopathic Hospitals: You may access Hospitals accredited by the American Osteopathic Association for inpatient and outpatient Services similar to Services that would be covered in an allopathic Hospital. These Services may be covered at an osteopathic Hospital when such Services are available in the Service Area, even when such Hospital has not entered into a written agreement with us for such Services. The Hospital providing these Services may not charge more than their usual and customary rates minus the average discount that we have with allopathic Hospitals in the Service Area. You must contact us to get the documents necessary to comply with this provision.

Physician Assistant: You have access to surgical assistant Services rendered by a Physician Assistant only when acting as a surgical assistant. Certain types of medical procedures and other Covered Services may be rendered by licensed Physician Assistants, nurse practitioners or other individuals who are not Physicians.

Specialty Pharmacy: Certain medications, such as injectable, oral, inhaled and infused therapies used to treat complex medical Conditions are typically more difficult to maintain, administer and monitor when compared to traditional drugs. Specialty Drugs may require frequent dosage adjustments, special storage and handling and may not be readily available at local pharmacies or routinely stocked by Physicians' offices, mostly due to the high cost and complex handling they require.

You must use a Specialty Pharmacy to provide these Specialty Drugs. Please refer to the Medication Guide for a list of Specialty Pharmacies.

## **Services Not Available from In-Network Providers**

Except as provided in the WHAT IS COVERED? section, if a Covered Service is not available through In-Network Providers, we may authorize coverage for such Services to be rendered by an Out-of-Network Provider. Services rendered by an Out-of-Network Provider must be authorized by us **before** the Services are rendered, in order to be covered.

## **Provider Financial Incentive Disclosure**

Health care decisions are the shared responsibility of you, your family, and your health care Providers. A Provider's decisions regarding Health Care Services may have a financial impact on you and/or the Provider. For example a Provider in his or her contract with us may agree to accept financial responsibility for your Health Care Services. We encourage you to talk to your Providers about how, and to what extent, the acceptance of financial risk by the Provider may affect his or her Health Care Service decisions.

## **Continuity of Coverage and Care Upon Termination of a Provider Contract**

When a contract between us and an In-Network Provider (including a PCP) is terminated by us or the Provider without cause and, at the time of the In-network Provider's termination, you are actively receiving Services for a Condition, Services for that Condition shall continue even after the date of the In-Network Physician's contract termination. Services for that Condition will be covered with that Provider only until the earlier of:

1. treatment for that specific Condition is completed; or
2. you select another In-Network Physician.

This extension period will not exceed the maximum time period allowed under Florida law, and in no case will it be longer than six months after termination of the Provider's contract with us.

We are not required to cover or pay for any Services under this subsection for an individual whose coverage under this Contract is not in effect at the time Services are rendered. Further, this subsection does not apply if the In-Network Provider is terminated "for cause".

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# BLUECARD<sup>®</sup> PROGRAM

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## **Out-of Area Services**

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs”. Whenever you access Health Care Services outside the geographic area we serve, the claim for those Services may be processed through one of these Inter-Plan Programs and presented to us for payment in accordance with the rules of the Inter-Plan Programs policies then in effect. The Inter-Plan Programs available to you under this Contract are described generally below.

Typically, when accessing care outside the geographic area we serve, you obtain care from health care providers that have a contractual agreement (i.e., are “participating providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, you may obtain care from non-participating health care providers. Our payment practices in both instances are described below.

We cover only limited Health Care Services received outside of our Service Area. As used in this section, “Out-of-Area Covered Health Care Services” include Emergency Services for treatment of an Emergency Medical Condition obtained outside the geographic area we serve. Any other Services will not be covered when processed through any Inter-Plan Programs arrangements. These “other Services” must be provided or authorized by your Primary Care Physician (“PCP”).

## **BlueCard Program**

Under the BlueCard Program, when you access Covered Services within the geographic area served by a Host Blue, we will remain responsible to you for fulfilling our contractual obligations. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating health care providers.

The financial terms of the BlueCard Program are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, our action will be consistent with the spirit of this description.

## **Liability Calculation Method Per Claim**

The calculation of your liability on claims for Covered Services processed through the BlueCard Program, if not a flat dollar Copayment, will be based on the lower of the health care provider's billed covered charges or the negotiated price made available to us by the Host Blue.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue's health care provider contracts. The negotiated price made available to us by the Host Blue may represent a payment negotiated by a Host Blue with a health care provider that is one of the following:

1. **an actual price.** An actual price is a negotiated payment without any other increases or decreases; or
2. **an estimated price.** An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
3. **an average price.** An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may, in accordance with the Inter-Plan Programs policies, prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid to Providers or anticipated to be paid to or received from Providers). However, the amount paid by you is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The BlueCard Program requires that the price submitted by a Host Blue to us is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

In some instances federal law or the laws of a small number of states require a Host Blues either (i) to use a basis for determining your liability for Covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge. Should either federal law or the law of the state in which Health Care Services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, we would then calculate your liability in accordance with applicable law.

## **Return of Overpayments**

Under the BlueCard Program, recoveries from a Host Blue or its participating health care Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, health care Provider/Hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be netted against the recovery. Recovery amounts determined in this way will be applied in accordance with applicable Inter-Plan Programs policies, which generally require correction on a claim-by-claim or prospective basis.

## **Out-of-Network Providers Outside Our Service Area**

### **Your Liability Calculation**

When Covered Services are provided outside of our Service Area by Out-of-Network health care Providers, our payment will be based on the Allowed Amount, as defined in the “DEFINITIONS” section.



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## **COVERAGE ACCESS RULES**

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It is important that you become familiar with the rules for accessing health care coverage through Florida Blue HMO. This section explains our role and the Primary Care Physician's (PCP) role, how to access specialty care coverage, and what to do if Emergency Services are needed. It is also important for you to review all Service Area-specific Coverage Access Rules for particular types of Services and In-Network Providers within the Service Area. These Service Area-specific Coverage Access Rules, if any, are set forth in the Provider directory and may vary based on negotiated Provider contracts and other network factors specific to the Service Area.

### **Choosing a Primary Care Physician**

The first and most important decision you must make when joining a health maintenance organization is the selection of a PCP. This decision is important since it is through this Provider that all other Covered Services, particularly those of Specialists, are coordinated. You are free to choose any PCP listed in our published list of PCPs whose practice is open to additional Florida Blue HMO patients. This choice should be made when you enroll. You must choose a PCP for all minor Covered Dependents including a newborn child or an Adopted newborn child. If you do not choose a PCP when you enroll, we will assign one to you and let you know which PCP was assigned to you. The following important rules apply to your PCP relationship:

- Primary Care Physicians are trained to provide a broad range of medical care and can be a valuable resource to coordinate your overall health care needs. Developing and continuing a relationship with a PCP allows the Physician to become knowledgeable about your health history.
- A PCP can help you determine the need to visit a Specialist and also help you find one based on his or her knowledge of you and your specific health care needs.
- A PCP may specialize in internal medicine, family practice, general practice, or pediatrics. Also, a gynecologist or obstetrician/gynecologist may elect to contract with us as a Primary Care Physician.
- Care rendered by your PCP usually results in lower Cost Share for you.

The PCP you select maintains a Physician-patient relationship with you, and will be responsible for helping to coordinate medical Services for you, except as specified by the Coverage Access Rules set forth in the Provider directory, if any.

Both you and your PCP may request a change in the PCP assignment as described below:

1. You may request a transfer to another PCP whose practice is open to new Florida Blue HMO patients. The transfer to the new PCP will start on the first day of the following calendar month if we receive your request before the 15th of the month.
2. There are also times when a PCP, for good cause, may request that we assist you in choosing another PCP.
3. If your PCP terminates his or her contract with us, is unable to perform his or her duties or is on a leave of absence, we may help you choose another PCP or assign a new one for you.

## Authorization Requirements

Many Services have to be authorized by us **before** the Services are rendered in order to be covered under this Contract.

There may be times when Services are authorized, but only if received in a specific setting, such as an Ambulatory Surgical Center or Independent Diagnostic Testing Center. If the authorization includes a specific setting and you receive the Services in a different setting, such Services may be denied. For example, a procedure may be authorized only when performed in an Ambulatory Surgical Center. In this case, if you have the procedure done in a Hospital, the claim may be denied because the procedure was only authorized when performed in an Ambulatory Surgical Center.

In-Network Providers have agreed to obtain these authorizations for you; however, it is always a good idea to ask your Provider if he or she has obtained an authorization if one is required. Services that must be authorized by us in advance include, but are not limited to:

1. hospitalization, both inpatient and observation stays (except Emergency Services rendered for an Emergency Medical Condition, see the WHAT IS COVERED? section);
2. certain radiology Services, including advanced diagnostic imaging Services, such as CT scans, MRIs, MRAs and nuclear imaging;
3. Behavioral Health Services;
4. Birth Center Services;
5. Services rendered in connection with Approved Clinical Trials;
6. Home Health Care;
7. certain Durable Medical Equipment;
8. Prosthetic Devices and Orthotic Devices
9. Pain Management Services;
10. surgery (at all locations);
11. Services provided by Out-of-Network Providers;
12. all Services provided in a Skilled Nursing Facility;
13. certain injections and infusion therapy;
14. certain Provider-administered drugs (denoted with a special symbol in the Medication Guide);
15. Hospice Services; and
16. certain diagnostic Services.

## **Personal Case Management Program**

The personal case management program focuses primarily on members who suffer from a catastrophic illness or injury. If you meet our case management guidelines, we may, in our sole discretion, assign a personal case manager to you to help you coordinate coverage, benefits or payment for Health Care Services you receive. Your participation in this program is completely voluntary.

Under the personal case management program, we may offer alternative benefits or payment for cost-effective Health Care Services. These alternative benefits or payments may be made available by us on a case-by-case basis when you meet our case management criteria then in effect. Such alternative benefits or payments, if any, will be made available in accordance with a treatment plan with which you, or your representative, and your Physician agree to in writing.

The fact that we may offer to pay for, or that we have paid for certain Health Care Services under the personal case management program in no way obligates us to continue to provide or pay for the same or similar Services. Nothing contained in this section shall be deemed a waiver of our right to enforce this Contract in strict accordance with its terms. The terms of this Contract will continue to apply, except as specifically modified in writing by us in accordance with the personal case management program rules then in effect.

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## **PAYMENT OF PREMIUMS**

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This Contract is not enforceable, and your coverage is not effective until we receive and accept the Contractholder's application and the first Premium payment, in full. All future Premium payments are due, in full, in advance or within the Grace Period. The amount of your initial monthly Premium is printed on the front page of this Contract. If we do not, for any reason, provide you with a notice of payment due, you, as the Contractholder, are still obligated under this Contract to pay Premiums on time, even if you do not receive a bill from us. You, as the Contractholder, are solely responsible for submitting the Premium by the end of the Grace Period.

If we accept Premium for a Covered Dependent for a period of time after such dependent no longer meets the eligibility rules, coverage for such dependent will continue during the Grace Period for which an identifiable Premium was accepted, unless such acceptance resulted from a misstatement of age or residence.

Premium payments are payable to:

Florida Blue HMO  
P.O. Box 740559  
Atlanta, GA 30374-0559

### **Premium Payment Due Date**

The first Premium payment is due before the Effective Date of this Contract.

For applications received on or before the 15<sup>th</sup> calendar day of the month, the initial Premium payment must be received, in full, by the last calendar day of the month of application, in order for the Contract Effective Date to be the first calendar day of the following month.

For applications received after the 15<sup>th</sup> calendar day of the month, the initial Premium payment must be received, in full, by the last calendar day of the month following the month of application, in order for the contract activation date to be the first calendar day of the second month following the month of application.

In the event that the initial Premium payment is dishonored, your coverage will not be effective and we will not enroll you in coverage.

Each recurring monthly Premium payment, following the initial Premium payment, is due in full on or before the due date as stated on your monthly bill.

### **Grace Period**

This Contract has a Premium payment Grace Period which begins on the date the Premium payment is due. If any required Premium payment is not received by us on or before the due date, it may be paid during this Grace Period. The length of the Grace Period depends on whether or not you are receiving Advanced Payments of the Premium Tax Credit (APTC) as determined by the Marketplace.

**If you DO receive APTC**

The Grace Period is three months, as long as you have paid at least one month's Premium. We will pay all claims for Covered Services during the first month of the Grace Period. During months two and three of your Grace Period we may pend any claims incurred and received during months two and three. If we do not receive your Premium payments in full by the end of the Grace Period, your coverage will terminate as of the last day of the first month of the Grace Period. Any pending claims will be denied and you will be responsible for payment.

**If you DO NOT receive APTC**

The Grace Period is 31 days. Coverage will stay in force during the Grace Period, however; if Premium payments are not received by the end of the Grace Period, coverage will terminate as of the Premium due date.

**Partial Payments**

When we bill you for different kinds of coverage, products and/or services on the same bill (such as health insurance and dental insurance) and you pay less than the total amount of the bill, the way we credit your partial payment may affect your coverage.

We have established the order in which your partial payment will be applied to the different kinds of coverage, products and/or services, which is outlined on your bill. By accepting this coverage, you agree that partial payments will be applied in the order indicated on your bill.

**Changes in Premiums**

The Premium may be modified each year on the Anniversary Date due to changes in the Rates. We will provide at least 45 days prior notice to the Contractholder. If you send us any payments after you receive the notice of change to your Premium, this means you, as the Contractholder, agree to the Premium changes.

In addition to the Anniversary Date changes discussed above, your Premium may change if the Risk Class of any Covered Dependent changes, or if the number of individuals covered under this Contract changes. For example, the Premium may change if you move to a different geographical area.

**Defaults in Payments**

If all Premiums required under this Contract are not paid in full when they are due, this Contract will terminate as described in this section. However, even if your coverage is terminated for non-payment, you, as the Contractholder are still obligated under this Contract to pay us any prorated portion of the Premium for the period of time during which we provided benefits, or for any amounts otherwise due us.

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## ELIGIBILITY AND ENROLLMENT FOR COVERAGE

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Any person who meets and continues to meet the eligibility rules described in this Contract, is entitled to apply for coverage with us under this Contract. These eligibility rules are binding upon you and your eligible dependents. We may require acceptable documents proving that a person meets and continues to meet the eligibility requirements, such as a court order naming the Contractholder as the legal guardian or appropriate Adoption documents described in this section.

### **Contractholder Eligibility**

In order to be eligible to apply for coverage as a Contractholder, you must:

1. meet the requirements for enrollment and eligibility in the Marketplace;
2. live or reside in the Service Area;
3. apply for coverage under, and be named on, the application for this Contract; and
4. pay the required Premiums.

To be eligible as a Contractholder for a catastrophic plan you must be under the age of 30 or have received a certificate of exemption from the individual responsibility payment because you cannot afford minimum essential coverage or you are eligible for a hardship exemption. The Marketplace determines who is eligible for a certificate of exemption.

### **Dependent Eligibility**

A person who meets the residency standards required by the Marketplace and meets the eligibility criteria specified below is eligible to apply for coverage under this Contract as an Eligible Dependent only if the person: 1) was named on the initial application for, or properly enrolled under, this Contract; 2) pays the required Premium; and is:

1. The Contractholder's spouse under a legally valid existing marriage;
2. The Contractholder's present Domestic Partner;
3. The Contractholder's or Covered Domestic Partner's natural, newborn, Adopted, Foster or step child (or a child for whom the Contractholder or Covered Domestic Partner has been court-appointed as legal guardian or legal custodian) who has not reached the end of the Calendar Year in which he or she reaches age 30, regardless of the dependent child's student or marital status, financial dependency on the covered parent, whether the dependent child resides with the covered parent, or whether the dependent child is eligible for or enrolled in any other health plan;
4. The newborn child of a Covered Dependent child. Coverage for such newborn child will automatically terminate 18 months after the birth of the newborn child.

To be eligible as a dependent on a catastrophic plan you must be under the age of 30 or have received a certificate of exemption from the individual responsibility payment because you cannot afford minimum essential coverage or you are eligible for a hardship exemption. The Marketplace determines who is eligible for a certificate of exemption.

**Note:** You are solely responsible, as the Contractholder, to establish that a child meets the eligibility rules. Eligibility will end when the child no longer meets the eligibility rules required to be an Eligible Dependent described above.

## **Extension of Eligibility for Dependent Children**

A Covered Dependent child may continue coverage beyond the age of 30, provided he or she maintains his or her primary residence in the Service Area and is enrolled in the plan at the time he or she reaches age 30. If enrolled in a catastrophic plan, a Covered Dependent child may continue coverage beyond age 30 only if the Covered Dependent child has received a certificate of exemption from the individual responsibility payment because he or she cannot afford minimum essential coverage or are eligible for a hardship exemption. The Marketplace determines who is eligible for a certificate of exemption.

## **Handicapped Children**

In the case of a handicapped dependent child, such child is eligible to continue coverage as a Covered Dependent, beyond the age of 30, if the child is otherwise eligible for coverage under the Contract. If enrolled in a catastrophic plan, a Covered Dependent child may continue coverage beyond age 30 only if the Covered Dependent child has received a certificate of exemption from the individual responsibility payment because he or she cannot afford minimum essential coverage or are eligible for a hardship exemption. The Marketplace determines who is eligible for a certificate of exemption.

This eligibility will end on the last day of the month in which the dependent child no longer meets these requirements.

## **Other Eligibility Rules**

1. No person whose coverage with us has been terminated for cause (see the TERMINATION OF COVERAGE section) shall be eligible to re-enroll with us.
2. No person shall be refused enrollment or re-enrollment because of race, color, national origin, disability, sex, age, creed, marital status, gender, gender identity or sexual orientation (except as provided in this section).
3. The Contractholder must notify the Marketplace and Florida Blue HMO as soon as possible when a Covered Dependent is no longer eligible for coverage. If a Covered Dependent fails to continue to meet each of the eligibility requirements, and the Contractholder does not provide timely notice to the Marketplace and Florida Blue HMO we shall have the right to:
  - a. retroactively terminate the coverage of such dependent to the date any such eligibility requirement was not met; and
  - b. recover an amount equal to the Allowed Amount for Health Care Services and/or supplies provided after such date, less any Premium we received for such dependent for coverage after such date.

Upon our request, the Contractholder shall provide proof, which is acceptable to us, of a Covered Dependent's continuing eligibility for coverage.

## **General Rules for Enrollment**

1. Any person who is not properly enrolled with us through the Marketplace will not be covered under this Contract. We will have no obligation whatsoever to any person who is not properly enrolled.
2. All factual representations made by you to Florida Blue HMO and the Marketplace in writing in connection with the issuance of this Contract and enrollment hereunder must be accurate and complete. Any false, incomplete or misleading information provided during the enrollment process, or at any time, may cause you to be disqualified for coverage and, in addition to any other legal right we may have, we may terminate or Rescind your coverage.
3. We will not provide coverage or benefits to any person who would not have been eligible to enroll with us, had accurate and complete information been provided to us on a timely basis. In such cases, we may require you or a person legally responsible for you, to reimburse us for any payments we made on your behalf.
4. Eligibility for coverage under this Contract is determined by Risk Class applicable to you and your dependents. In determining eligibility for coverage under this Contract, we rely on the information provided by you prior to your enrollment.
5. You agree that if you obtain coverage through the Marketplace we may rely on information provided to us on your behalf as if they are “you” for administrative purposes including but not limited to eligibility and member data.
6. If, in applying for this Contract or in enrolling yourself or dependents you commit fraud or make an intentional misrepresentation of material fact, we may Rescind your coverage. After two years from your Effective Date your Contract may only be Rescinded for fraudulent misstatements. If, in applying for this Contract or in enrolling yourself or dependents, you make a fraudulent statement or intentional misrepresentation of a material fact including but not limited to, your demographic information including your geographical area, age, or the age of your dependents. We may elect to cancel the Contract with 45 days prior written notice. We may also elect to continue this Contract provided that the Contractholder pays us for the full amount of the Premium that would have been in effect if you had stated the true facts.

## **How to Enroll in Coverage**

To enroll in coverage, you must:

1. complete and submit an application through the Marketplace during the Annual Open Enrollment Period or during a Special Enrollment Period;
2. provide any other information the Marketplace or Florida Blue HMO may need to determine eligibility, at our request or the request of the Marketplace;
3. agree to pay the required Premium; and
4. complete and submit the required Enrollment Forms through the Marketplace during the Annual Open Enrollment Period or a Special Enrollment Period to add Eligible Dependents or delete Covered Dependents.



## Annual Open Enrollment Period

The Annual Open Enrollment Period is the period of time each year as designated by the Marketplace when you can change coverage or enroll in a new QHP through the Marketplace. Any changes made to your coverage during the Annual Open Enrollment Period are effective on January 1<sup>st</sup> of the next year. If you do not enroll or change coverage during the Annual Open Enrollment Period you will need to wait until the next Annual Open Enrollment Period unless you or your Eligible Dependents are eligible for a Special Enrollment Period.

## Special Enrollment Periods

If a special enrollment event (listed below) occurs you may apply for coverage outside of the Annual Enrollment Period. Special enrollment events are established by state and federal law. A Special Enrollment Period is the 60-day period of time immediately following one of these special events, during which you may apply for coverage. If you apply for coverage during a Special Enrollment Period the effective date of your new coverage will depend on what type of special event occurred as explained below. To apply for coverage, you must complete the applicable Enrollment Form and submit it to the Marketplace within the 60-day period. The Marketplace will determine whether you qualify for a Special Enrollment Period.

SPECIAL EVENT	EFFECTIVE DATE
<ul style="list-style-type: none"> <li>You lose minimum essential coverage.</li> </ul>	First day of the following month.
<ul style="list-style-type: none"> <li>You gain a dependent or become a dependent through marriage, birth, Adoption or placement for adoption.</li> </ul>	Date of birth, Adoption, or placement for Adoption. For marriage, the first day of the following month. Additional rules apply for dependent enrollments as explained below.
<ul style="list-style-type: none"> <li>You become a citizen, national, or lawfully present individual.</li> <li>You become newly eligible or ineligible for APTC, or change in eligibility for cost sharing reductions.</li> <li>You gain access to new QHPs as a result of a permanent move.</li> <li>If you are an Indian, as defined by section 4 of the Indian Health Care Improvement Act, you may enroll in a QHP or change from one QHP to another one time per month.</li> <li>You are enrolled in an eligible employer-sponsored plan that is not qualifying coverage and are allowed to terminate existing coverage.</li> </ul>	If QHP selection received: <ul style="list-style-type: none"> <li>(i) Between the 1st and the 15th of any month, effective date is the first day of the following month.</li> <li>(ii) Between the 16th and the last day of any month, effective date is the first day of the second following month.</li> </ul>

SPECIAL EVENT	EFFECTIVE DATE
<ul style="list-style-type: none"> <li>• You demonstrate to the Marketplace that you meet other exceptional circumstances as determined by the Marketplace.</li> <li>• Your enrollment or non-enrollment in a QHP is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or agent of the Marketplace or HHS.</li> <li>• You adequately demonstrate to the Marketplace that the QHP in which you are enrolled substantially violated a material provision of its contract.</li> </ul>	<p>The date of the event that triggered the special enrollment period; or</p> <p>If QHP selection received:</p> <ul style="list-style-type: none"> <li>(i) Between the 1st and the 15th of any month, effective date is the first day of the following month; and</li> <li>(ii) Between the 16th and the last day of any month, effective date is the first day of the second following month.</li> </ul>

### **Additional Rules for Dependent Enrollment**

A person may be added upon becoming an Eligible Dependent during a Special Enrollment Period. Below are special rules for certain Eligible Dependents.

**Newborn Children** – To enroll a newborn child who is an Eligible Dependent, you must complete and submit any required Enrollment Forms. The Effective Date of coverage for a newborn child is usually the date of birth as long as you have enrolled the newborn child in time (as indicated below). We and the Marketplace must be notified, in writing, when you are adding a newborn and the rules for Effective Date and Premiums charged for the newborn may vary depending on when the notification is received. The Special Enrollment Period to add a newborn is only 60 days. If you do not add a newborn within the 60-day period you will need to wait until the next Annual Open Enrollment Period or for a Special Enrollment Period to add a newborn.

#### Additional Rules for Adopted Newborn Children

In addition to the above, in order for an Adopted newborn's Effective Date to be the date of birth, a written agreement to Adopt such child must have been entered into by the Contractholder or Domestic Partner prior to the birth of such child, whether or not such an agreement is enforceable. We may require the Contractholder to provide any information and/or documents which we deem necessary in order to administer this provision. Proof of final Adoption must be submitted to us. If the Adopted newborn child is not ultimately placed in your residence, there shall be no coverage for the Adopted newborn child. It is your responsibility as the Contractholder to notify us that the Adopted newborn child is not placed in your residence.

The guidelines above only apply to newborns born after the Effective Date of the Contractholder. If a child is born before the Effective Date of the Contractholder or Domestic Partner the newborn must be added during the application process.

**Adopted/Foster Children** – To enroll an Adopted child or Foster Child, you must complete and submit any required Enrollment Forms prior to or within 60 days after the date of placement and pay the additional Premium, if any. The Effective Date will be the date the Adopted or Foster Child is placed in the residence of the Contractholder or Domestic Partner pursuant to Florida law. We may need you to provide additional information and/or documents deemed necessary by us in order to properly administer this provision.

The Special Enrollment Period to add an Adopted child or Foster Child is only 60 days. If you do not add an Adopted child or Foster Child within the 60-day period you will need to wait until the next Annual Open Enrollment Period or for a Special Enrollment Period to add the child.

**Adopted Children** – For all children covered as Adopted children, if the final decree of Adoption is not issued, coverage shall not be continued for such Adopted child. As the Contractholder, you are solely responsible for notifying us and the Marketplace if the Adoption does not take place. Upon receipt of this notification, we will terminate the coverage of the child on the first billing date following receipt of the written notice.

**Foster Children** – If your status as a foster parent is terminated, coverage will end for any Foster Child. As the Contractholder, you are solely responsible for notifying us and the Marketplace in writing that the Foster Child is no longer in your care. Upon receipt of this notification, we will terminate the coverage of the child on the first billing date following receipt of the written notice.

**Other Dependents** – If other Eligible Dependents were not named on the application for this Contract (such as a new spouse or a new court order to provide coverage for a minor child), you may still apply for coverage for such dependents during a Special Enrollment Period. An Eligible Dependent can become covered when you submit the required Enrollment Forms to the Marketplace and pay the required Premiums. The Effective Date of coverage for such dependents will be determined by the Marketplace.

### **Continuing Coverage on Termination of Eligibility**

If coverage ceases because of termination of eligibility under this Contract, you shall be entitled to be issued a Contract in your name without evidence of insurability, provided that application is made and Premiums are paid within 31 days after termination. There will be continuous coverage during the 31-day period, if such coverage is selected and the Premiums are paid. See also the Notice of Ineligible Dependent subsection of the TERMINATION OF COVERAGE Section.

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## **TERMINATION OF COVERAGE**

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### **Introduction**

This section describes the rules for termination of coverage. We have divided this section into two subsections: Termination of an Individual and Termination of the Contract.

### **Termination of an Individual**

If your coverage is terminated by us for any reason we will provide you and the Marketplace with notice at least 30 days prior to your last day of coverage under this Contract.

#### **Contractholder**

A Contractholder's coverage will automatically end at 12:01 a.m. on the termination date provided in your termination notice. A Contractholder's coverage will end for the following reasons:

1. this Contract terminates in accordance with the Termination of the Contract subsection;
2. the Contractholder's coverage is terminated for cause (see Termination for Cause below);
3. the Contractholder is no longer eligible for coverage in a QHP through the Marketplace; or
4. the Contractholder changes from one QHP to another during an Annual Open Enrollment Period or a Special Enrollment Period.

#### **Covered Dependent**

A Covered Dependent's coverage will automatically end at 12:01 a.m. on the termination date provided in your termination notice. A Covered Dependent's coverage will end for the following reasons:

1. the Contractholder's coverage terminates for any reason;
2. the Covered Dependent no longer meets any of the eligibility requirements;
3. 18 months after the birth of a newborn child who is the child of a Covered Dependent child; or
4. the Covered Dependent's coverage is terminated by us for cause.

If you, as the Contractholder, wish to delete a Covered Dependent from coverage, you must at least 14 days of the requested termination date to us and the Marketplace.

#### **Domestic Partner and/or Domestic Partner's Dependent Child**

In addition to the rules listed under Covered Dependent above, a covered Domestic Partner and his or her Covered Dependent child's coverage under the Contract will end at 12:01 a.m. on the date that the Domestic Partnership ends or the date of death of the covered Domestic Partner.

#### **Termination for Cause**

If, in our opinion, any of the following events occur, we may terminate a person's coverage for cause:

1. disruptive, unruly, abusive, unlawful, fraudulent or uncooperative behavior to the extent that your continued coverage with us impairs our ability to provide coverage and/or benefits or to arrange for

the delivery of Health Care Services to you or any other Covered Person. Prior to terminating your coverage for any of the above reasons, we will:

- a. make a reasonable effort to resolve the problem presented by you, including the use or attempted use of our Complaint and Grievance Process;
  - b. ascertain, to the extent possible, that your behavior is not related to the use of medical Services or mental illness; and
  - c. document the problems encountered, efforts made to resolve the problems, and any of your medical conditions involved.
2. fraud, intentional misrepresentation of material fact or omission in applying for coverage or benefits;
  3. you intentionally misrepresent, omit or give false information on Enrollment Forms or other forms completed for us for the purpose of obtaining coverage under this Contract, by you or on your behalf;
  4. misuse of the ID Card; or
  5. you no longer live in the Service Area.

Any termination made under the provisions stated above is subject to review in accordance with the Complaint and Grievance Process described in this Contract.

### **Rescission of Coverage**

We reserve the right to Rescind coverage under this Contract or coverage for any person covered under this Contract as permitted by law.

We may only Rescind the Contract or coverage of a person covered under the Contract if you or another person on your behalf commits fraud or intentional misrepresentation of material fact in applying for coverage or benefits. Only fraudulent misstatements on the Enrollment Form may be used by us to void coverage or deny any claim for loss incurred or disability, if discovered after two years from your Effective Date.

We will provide at least 45 days advance written notice to the Contractholder of our intent to Rescind coverage.

Rescission of coverage is considered an Adverse Benefit Determination and is subject to the Adverse Benefit Determination review standards described in the CLAIMS PROCESSING section and the appeal procedures described in the COMPLAINT AND GRIEVANCE PROCESS section.

### **Notice of Ineligible Dependent**

If a Covered Dependent no longer meets all of the applicable eligibility requirements specified in the ELIGIBILITY AND ENROLLMENT FOR COVERAGE section of this Contract, the Contractholder must notify us in writing immediately and no later than 31 days after the date the Covered Dependent ceases to be eligible for coverage. If we receive notification after the 31-day period, the change will be effective as of a current date and we will not refund any Premiums.

### **Our Responsibilities Upon Termination of Your Coverage**

Upon termination of coverage for you or any of your Covered Dependents for any reason, we will have no further liability or responsibility with respect to such person, except as otherwise specifically described in this Contract.

### **Certification of Creditable Coverage**

In the event coverage ends for any reason, we will issue a written certification of Creditable Coverage to you.

The certification of Creditable Coverage will indicate the period of time you were enrolled with us.

Upon request, we will send you another certification of Creditable Coverage within a 24-month period after termination of coverage. You may call the customer service phone number on your ID Card to request the certification.

The succeeding carrier will be responsible for determining if our coverage meets their qualifying Creditable Coverage guidelines.

### **Termination of the Contract**

#### **Discontinuation of Form**

We may decide to discontinue this form, but may do so only if:

1. we provide notice to each Contractholder under this policy form in the individual market at least 90 days before the date the coverage under this policy form will end;
2. we offer the option to each Covered Person to purchase any other individual health care coverage we currently offer to individuals in such market in the state; and
3. we act uniformly without regard to any health-status-related factor of Covered Persons or individuals who may become eligible for such coverage.

#### **Discontinuation of all Policies in Individual Market**

We may decide to discontinue all of the policies that we have issued in the individual market in this state (including this Contract), but may do so only if:

1. we provide notice to the Office of Insurance Regulation and each Contractholder at least 180 days before the date the coverage under such policies will end; and
2. we return any unused Premium to the Contractholder.

#### **Defaults in Payments**

If all Premiums required under this Contract are not paid in full when they are due, this Contract will terminate at the end of the Grace Period, as described in the PAYMENT OF PREMIUMS section.

#### **Notice of Termination**

A written notice of any termination of this entire Contract will be mailed to the Contractholder. This notice will state the reason the Contract is being terminated.

### **QHP Termination or Decertification**

The Marketplace may at any time decertify a QHP if the Marketplace determines that the QHP issuer is no longer in compliance with the general certification criteria as determined by HHS. If the QHP is decertified by the Marketplace, the Marketplace will send you notice of the decertification and will provide you information about your right to a Special Enrollment Period.

### **Conditions of Renewal and Termination**

This Contract is conditionally renewable. This means that it automatically renews each year on the Anniversary Date unless terminated earlier in accordance with the terms of this Contract. We may terminate this Contract or refuse to renew it if:

1. Premiums are not paid in accordance with the terms of this Contract or we have not received timely Premium payments;
2. you perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact; or
3. you fail to comply with a material provision of the Contract.

If we decide to terminate the Contract or not renew it, based on one or more of the actions listed above, we will provide at least 45 days advance written notice.

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# CLAIMS PROCESSING

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## Introduction

This section is intended to:

1. help you understand what your treating Providers must do, under the terms of this Contract, in order to obtain payment for Covered Services that have been rendered or will be rendered to you; and
2. provide you with a general description of the applicable procedures we will use for making Adverse Benefit Determinations, Concurrent Care Decisions and for notifying you when we deny benefits.

## Types of Claims

For purposes of this Contract, there are three types of claims: (1) Post-Service Claims; (2) Pre-Service Claims; and (3) Claims Involving Urgent Care. It is important that you become familiar with the types of claims that can be submitted to us and the timeframes and other requirements that apply.

## Post-Service Claims

### How to File a Post-Service Claim

Experience shows that the most common type of claim we will receive from you or your treating Providers will likely be Post-Service Claims.

In-Network Providers have agreed to file Post-Service Claims with us for Health Care Services they render to you. If you receive a bill from an In-Network Provider, you should forward it to us. If you require Emergency Services from an Out-of-Network Provider while inside or outside the Service Area or, if we refer you to an Out-of-Network Provider, we will pay for Covered Services provided to you. If you receive a bill from an Out-of-Network Provider for Covered Services, you should forward it to us. We rely on the information you provide when processing a claim.

We must receive a Post-Service Claim within 90 days of the date the Health Care Service was rendered or, if it was not reasonably possible to file within such 90-day period, as soon as possible. In any event, no Post-Service Claim will be considered for payment if we do not receive it at the address indicated on your ID Card within one year of the date the Service was rendered unless you are legally incapacitated.

For Post-Service Claims, we must receive an itemized statement containing the following information:

1. the date the Service was provided;
2. a description of the Service including any applicable procedure codes;
3. the amount actually charged by the Provider;
4. the diagnosis including any applicable diagnosis codes;
5. the Provider's name and address;
6. the name of the individual who received the Service; and



7. the Contractholder's name and contract number as they appear on the ID Card.

**Note:** Please refer to the PRESCRIPTION DRUG PROGRAM section for information on the processing of Prescription Drug claims. Special claims processing rules may apply to Health Care Services rendered outside the state of Florida, under the BlueCard Program. See the BLUECARD PROGRAM section for additional information.

### **Processing Post-Service Claims**

We will use our best efforts to pay, contest, or deny all Post-Service Claims for which we have all of the necessary information, as determined by us, within the timeframes described below.

#### **Payment for Post-Service Claims**

When payment is due under the terms of this Contract, we will use our best efforts to pay (in whole or in part) for electronically submitted Post-Service Claims within 20 days of receipt. Likewise, we will use our best efforts to pay (in whole or in part) for paper Post-Service Claims within 40 days of receipt. You may receive notice of payment for paper claims within 30 days of receipt. If we are unable to determine whether the claim or a portion of the claim is payable because we need more information, we may contest or deny the claim within the timeframes set forth below.

#### **Contested Post-Service Claims**

In the event we contest an electronically submitted Post-Service Claim, or a portion of such a claim, we will use our best efforts to provide notice, within 20 days of receipt, that the claim or a portion of the claim is contested. In the event we contest a paper Post-Service Claim, or a portion of such a claim, we will use our best efforts to provide notice, within 30 days of receipt, that the claim or a portion of the claim is contested. The notice may identify: (1) the contested portion or portions of the claim; (2) the reasons for contesting the claim or a portion of the claim; and (3) the date that we reasonably expect to notify you of the decision. The notice may also indicate whether more information is needed in order to complete processing of the claim. If we request additional information, we must receive it within 45 days of the request for the information. **If we do not receive the requested information, the claim or a portion of the claim will be processed based on the information in our possession at the time and may be denied.** Upon receipt of the requested information, we will use our best efforts to complete the processing of the Post-Service Claim within 15 days of receipt of the information.

#### **Denial of Post-Service Claims**

In the event we deny a Post-Service Claim submitted electronically, we will use our best efforts to provide notice, within 20 days of receipt that the claim or a portion of the claim is denied. In the event we deny a paper Post-Service Claim, we will use our best efforts to provide notice, within 30 days of receipt of the claim, that the claim or a portion of the claim is denied. The notice may identify the denied portions of the claim and the reasons for denial. It is your responsibility to ensure that we receive all information that we determine is necessary to adjudicate a Post-Service Claim. **If we do not receive the necessary information, the claim or a portion of the claim may be denied.**

A Post-Service Claim denial is an Adverse Benefit Determination and is subject to the Adverse Benefit Determination standards in this section, and the appeal procedures described in the COMPLAINT AND GRIEVANCE PROCESS section.

In any event, we will use our best efforts to pay or deny all (1) electronic Post-Service Claims within 90 days of receipt of the completed claim; and (2) paper Post-Service Claims within 120 days of receipt of the completed claim. Claims processing shall be deemed to have been completed as of the date the notice of the claims decision is deposited in the mail by us or otherwise electronically transmitted. Any claims payment relating to a Post-Service Claim that is not made by us within the applicable timeframe is subject to the payment of simple interest at the rate established by the Florida Insurance Code.

## **Pre-Service Claims**

### **How to file a Pre-Service Claim**

This Contract may condition coverage, benefits, or payment (in whole or in part) for a specific Covered Service, on the receipt by us of a Pre-Service Claim as that term is defined herein. In order to determine whether we must receive a Pre-Service Claim for a particular Covered Service, please refer to the COVERAGE ACCESS RULES section, the WHAT IS COVERED? section and other applicable sections of this Contract. You may also call the customer service number on your ID Card for assistance.

We are not required to render an opinion or make a coverage or benefit determination with respect to a Service that has not actually been provided to you unless the terms of this Contract require approval by us (or condition payment) for the Service before it is received.

### **Benefit Determinations on Pre-Service Claims Involving Urgent Care**

For a Pre-Service Claim Involving Urgent Care, we will use our best efforts to provide notice of the determination (whether adverse or not) as soon as possible, but not later than 72 hours after receipt of the Pre-Service Claim unless additional information is required for a coverage decision. If additional information is necessary to make a determination, we will use our best efforts to provide notice within 24 hours of: (1) the need for additional information; (2) the specific information that you or the Provider may need to provide; and (3) the date that we reasonably expect to provide notice of the decision. If we request additional information, we must receive it within 48 hours of the request. We will use our best efforts to provide notice of the decision on the Pre-Service Claim within 48 hours after the earlier of: (1) receipt of the requested information; or (2) the end of the period you were afforded to provide the specified additional information as described above.

### **Benefit Determinations on Pre-Service Claims That Do Not Involve Urgent Care**

We will use our best efforts to provide notice of a decision of a Pre-Service Claim not involving urgent care within 15 days of receipt provided additional information is not required for a coverage decision. This 15-day determination period may be extended by us one time for up to an additional 15 days. If such an extension is necessary, we will use our best efforts to provide notice of the extension and reasons for it. We will use our best efforts to provide notification of the decision on your Pre-Service Claim within a total of 30 days of the initial receipt of the claim, if an extension of time was taken by us.

If additional information is necessary to make a determination, we will use our best efforts to: (1) provide notice of the need for additional information, prior to the expiration of the initial 15-day period; (2) identify the specific information that you or the Provider may need to provide; and (3) inform you of the date that we reasonably expect to notify you of the decision. If we request additional information, we must receive

it within 45 days of the request for the information. We will use our best efforts to provide notice of the decision on the Pre-Service Claim within 15 days of receipt of the requested information.

A Pre-Service Claim denial is an Adverse Benefit Determination and is subject to the Adverse Benefit Determination standards in this section.

## **Concurrent Care Decisions**

### **Reduction or Termination of Coverage or Benefits for Services**

A reduction or termination of coverage or benefits for Services will be considered an Adverse Benefit Determination when:

1. we have approved, in writing, coverage or benefits for an ongoing course of Services to be provided over a period of time or a number of Services to be rendered; and
2. the reduction or termination occurs before the end of such previously approved time or number of Services; and
3. the reduction or termination of coverage or benefits by us was not due to an amendment to the Contract or termination of your coverage as provided by this Contract.

We will use our best efforts to notify you of such reduction or termination in advance so that you will have a reasonable amount of time to have the reduction or termination reviewed in accordance with the Adverse Benefit Determinations described below. In no event shall we be required to provide more than a reasonable period of time within which you may develop your appeal before we actually terminate or reduce coverage for the Services.

### **Requests for Extension of Services**

Your Provider may request an extension of coverage or benefits for a Service beyond the approved period of time or number of approved Services. If the request for an extension is for a Claim Involving Urgent Care, we will use our best efforts to notify you of the approval or denial of such requested extension within 24 hours after receipt of the request, provided it is received at least 24 hours prior to the expiration of the previously approved number or length of coverage for such Services. We will use our best efforts to notify you within 24 hours if: (1) we need additional information; or (2) you or your representative did not follow proper procedures in the request for an extension. If we request additional information, you will have 48 hours to provide the requested information. We may notify you orally or in writing, unless you or your representative specifically request that it be in writing. A denial of a request for an extension of Services is considered an Adverse Benefit Determination and is subject to the procedures described below.

## **Adverse Benefit Determinations**

### **Manner and Content of a Notification of an Adverse Benefit Determination**

We will use our best efforts to provide notice of any Adverse Benefit Determination in writing. Notification of an Adverse Benefit Determination will include (or will be made available to you free of charge upon request):

1. the date the Service or supply was provided;
2. the Provider's name;
3. the dollar amount of the claim, if applicable;
4. the diagnosis codes included on the claim (e.g., ICD-9, ICD-10, DSM-IV), and upon request a description of such codes;
5. the standardized procedure code included on the claim (e.g., Current Procedural Terminology), including a description of such codes;
6. the specific reason or reasons for the Adverse Benefit Determination, including any applicable denial code;
7. a description of the specific Contract provisions upon which the Adverse Benefit Determination is based, as well as any internal rule, guideline, protocol, or other similar criterion that was relied upon in making the Adverse Benefit Determination;
8. a description of any additional information that might change the determination and why that information is necessary;
9. a description of the Adverse Benefit Determination review procedures and the time limits applicable to such procedures; and
10. if the Adverse Benefit Determination is based on the Medical Necessity or Experimental or Investigational limitations and exclusions, a statement telling you how to obtain the specific explanation of the scientific or clinical judgment for the determination.

If the claim is a Claim Involving Urgent Care, we may notify you orally within the proper timeframes, provided we follow up with a written or electronic notification meeting the requirements of this subsection no later than two working days or three calendar days after the oral notification.

## **Additional Claims Processing Provisions**

### **Release of Information/Cooperation**

In order to process claims, we may need certain information, including information regarding other health care coverage you may have and/or medical information from Providers who render Services to you. You must cooperate with us in our effort to obtain this information, including signing any release of information form at our request. If you do not fully cooperate with us, we may deny the claim and we will have no liability for such claim.

### **Physical Examination**

In order to make coverage and benefit decisions, we may, at our expense, require you to be examined by a Provider of our choice as often as is reasonably necessary while a claim is pending. We also reserve the right, if the law permits, to have an autopsy performed on you in case of death. If you do not fully cooperate with such examination, we may deny the claim and we shall have no liability for such claim.

### **Legal Actions**

No legal action arising out of or in connection with coverage under this Contract may be brought against us within the 60-day period following our receipt of the completed claim as required herein. Additionally, no such action may be brought after expiration of the applicable statute of limitations.

### **Fraud, Misrepresentation or Omission in Applying for Benefits**

We rely on the information provided on the itemized statement when processing a claim. All such information, therefore, must be accurate, truthful and complete. Any fraudulent statement, omission or concealment of facts, misrepresentation, or incorrect information may result, in addition to any other legal remedy we may have, in denial of the claim or cancellation or Rescission of your coverage.

### **Communication of Claims Decisions**

All claims decisions, including denial and claims review decisions, will be communicated to you in writing such as through your monthly member health statement. This written correspondence may indicate:

1. The specific reason or reasons the claim is denied.
2. Reference to the specific Contract provisions upon which the denial is based as well as any internal rule, guideline, protocol, or other similar criterion that was relied upon in making the Adverse Benefit Determination.
3. A description of any additional information that would change the initial determination and why that information is necessary.
4. An explanation of the steps to be taken if you wish to have a claim denial reviewed.
5. A description of the applicable Adverse Benefit Determination review procedures and the time limits applicable to such procedures.
6. If the Adverse Benefit Determination is based on the Medical Necessity or Experimental or Investigational limitations and exclusions, a statement telling you how you can obtain the specific explanation of the scientific or clinical judgment for the determination.

### **Circumstances Beyond Our Control**

To the extent that natural disaster, war, riot, civil insurrection, epidemic, or other emergency or similar event not within our control, results in facilities, personnel or our financial resources being unable to process claims for Covered Services, we will have no liability or obligation for any delay in the payment of claims for Covered Services, except that we will make a good faith effort to make payment for such Services, taking into account the impact of the event. For purposes of this paragraph, an event is not within our control if we cannot effectively exercise influence or dominion over its occurrence or non-occurrence.

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# COMPLAINT AND GRIEVANCE PROCESS

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## Introduction

We have established a process for reviewing your Complaints and Grievances. The purpose of this process is to facilitate review of, among other things, your dissatisfaction with us, our administrative practices, coverage, benefit or payment decisions, or with the administrative practices and/or the quality of care provided by any independent In-Network Provider. The Complaint and Grievance Process also permits you or your Physician, or a person acting on your behalf, to expedite our review of certain types of Grievances. The process described in this section must be followed if you have a Complaint or Grievance.

## Informal Review

We encourage you to first attempt the informal resolution of any dissatisfaction by calling us. To advise us of a Complaint, you should first contact our customer service department, at the phone number listed on your ID Card. A service associate, working with appropriate personnel, will review the Complaint within a reasonable time after its submission and attempt to resolve it to your satisfaction. You must provide all of the facts relevant to the Complaint to the service associate. If you do not provide all requested or relevant information it may delay our review of the Complaint. Consequently, you must cooperate with us in our review of the matter.

If you remain dissatisfied with our resolution of the Complaint, you may submit a Grievance in accordance with the Formal Review subsection below.

## Formal Review

You, a Provider who has been directly involved in your treatment or diagnosis acting on your behalf, a state agency, or another person designated in writing by you, may submit a Grievance.

In order to begin the formal review process, you may fill out a pre-printed form, write a letter or meet with us in person to explain the facts and circumstances relating to the Grievance. You should provide as much detail as possible and attach copies of any relevant documentation. You are not required to use our form, however, we strongly urge you to use this form, as it was designed to help facilitate logging, identification, processing, and tracking of the Grievance through the review process. Written requests for formal review must be sent to the address listed in the Telephone Numbers and Addresses subsection.

If you need assistance in preparing your Grievance, you may contact us for assistance. If you are hearing impaired you may contact us via TTY/TDD.

## Review of Grievances Involving Adverse Benefit Determination

A Grievance involving an Adverse Benefit Determination will be reviewed using the process described below. The Grievance must be submitted to us in writing for an internal Grievance within 365 days of the original Adverse Benefit Determination, except in the case of Concurrent Care Decisions which may,

depending upon the circumstances, require you to file within a shorter period of time from notice of the denial. The following guidelines are applicable to reviews of Adverse Benefit Determinations:

1. You must cooperate fully with us in our effort to promptly review and resolve a Complaint or Grievance. In the event you do not fully cooperate with us, you will be deemed to have waived your right to have the Complaint or Grievance processed within the time frames set forth in this section.
2. We will offer to meet with you if you believe that such a meeting will help us resolve the Complaint or Grievance to your satisfaction, you may also initiate a request for such meeting by notifying us. You may elect to meet with us in person, by telephone conference call, or by video-conferencing (if facilities are available). We will not pay for your travel or lodging in connection with any such meeting. Appropriate arrangements will be made to allow telephone conferencing or video conferencing to be held at our administrative offices within the Service Area. We will make these telephone or video arrangements with no additional charge to you.
3. You, or a Provider or a person acting on your behalf, must specifically request an expedited review. The Expedited Review process only applies to Pre-Service Claims or requests for extension of Concurrent Care Services made within 24 hours before the authorization for such Services expires. An expedited review will not be accepted for an Adverse Benefit Determination on a Post-Service Claim.
4. You may review pertinent documents upon request and free of charge, such as any internal rule, guideline, protocol, or similar criterion relied upon to make the determination, and submit issues or comments in writing.
5. If the Adverse Benefit Determination is based on the lack of Medical Necessity of a particular Service or the Experimental or Investigational exclusion, you may request an explanation of the scientific or clinical judgment relied upon, if any, for the determination, that applies the terms of this Contract to your medical circumstances. This information is provided free of charge.
6. During the review process, the Services in question will be reviewed without regard to the decision reached in the initial determination.
7. We may consult with appropriate Physicians in the same or similar specialty as typically manages the Condition, procedure, or treatment under review, as necessary.
8. Any independent medical consultant who reviews the Adverse Benefit Determination on our behalf will be identified upon request.
9. If the claim is a Claim Involving Urgent Care, you may request an expedited review orally or in writing in which case all necessary information on review may be transmitted between you and us by telephone, facsimile or other available expeditious method. You may call our expedited phone line at the number listed at the end of this section.
10. If your request for expedited review arises out of a concurrent review determination by us that a continued hospitalization is not Medically Necessary, coverage for the hospitalization will continue until you have been notified of the determination.

11. If you wish to give someone else permission to file a Grievance for an Adverse Benefit Determination on your behalf, we must receive a completed Appointment of Representative form signed by you indicating the name of the person who will represent you with respect to the Grievance. An Appointment of Representative form is not required if the Physician is requesting review of an Adverse Benefit Determination relating to a Claim Involving Urgent Care. Appointment of Representative forms are available at [www.floridablue.com](http://www.floridablue.com) or by calling the customer service phone number on your ID Card.
12. The Internal Review Panel will review the Grievance and may make a decision based on medical records, additional information, and input from health care professionals in the same or similar specialty as typically manages the Condition, procedure or treatment under review.
13. We will advise you of all Grievance decisions in writing, as outlined in the Timing of Our Grievance Review on Adverse Benefit Determinations subsection.
14. We will provide written confirmation of our decision concerning a Claim Involving Urgent Care within two working days or three calendar days, whichever is less, after providing notification of that decision.
15. If you are not satisfied with our decision, you have the right to an independent external review through an external review organization for certain Grievances, as described in the External Review subsection below.
16. The Panel that reviews Grievances is composed of individuals who did not participate in the previous decision, nor are they subordinates of such individual(s).
17. You may, but are not required to, present evidence and testimony during the Grievance process.

### **Timing of Our Grievance Review on Adverse Benefit Determinations**

We will use our best efforts to review Grievances of Adverse Benefit Determinations and communicate the decision in accordance with the following time frames:

1. Pre-Service Claims: within 30 days of our receipt of the Grievance;
2. Post-Service Claims: within 60 days of our receipt of the Grievance; or
3. Claims Involving Urgent Care (and requests to extend concurrent care Services made within 24 hours prior to the termination of the Services): within 72 hours of our receipt of the request.

**Note:** The nature of a claim for Services (i.e. whether it is “urgent care” or not) is judged as of the time of the benefit determination on review, not as of the time the Service was initially reviewed or provided.

### **External Review**

If we have denied your request for payment of a claim and our decision involved a medical judgment including, but not limited to, a decision based on Medical Necessity, appropriateness, health care setting, level of care or effectiveness of the Health Care Service or treatment you requested or a determination that the treatment is Experimental or Investigational, you are entitled to request an independent, external review of our decision. Your request will be reviewed by an independent third party with clinical and legal expertise (“External Reviewer”) who has no association with us. If you have any questions or concerns



during the external review process, please contact us at the phone number listed on your ID Card or visit [www.floridablue.com](http://www.floridablue.com). You may submit additional written comments to the External Reviewer. A letter with the mailing address will be sent to you when you file an external review. Please note that if you provide any additional information during the external review process it will be shared with us in order to give us the opportunity to reconsider the denial. Submit your request in writing on the External Review Request form within four months after receipt of your denial to the below address:

Blue Cross and Blue Shield of Florida  
Attention: Member External Reviews DCC9-5  
Post Office Box 44197  
Jacksonville, Florida 32231-4197

If you have a medical Condition where the timeframe for completion of a standard external review would seriously jeopardize your life, health or ability to regain maximum function, you may file a request for an expedited external review. Generally, an urgent situation is one in which your health may be in serious jeopardy, or in the opinion of your Physician, you may experience pain that cannot be adequately controlled while you wait for a decision on the external review of your claim. Moreover, expedited external reviews may be requested for an admission, availability of care, continued stay or Health Care Service for which you received Emergency Services, but have not been discharged from a facility. Please be sure your treating Physician completes the appropriate form to initiate this request type. If you have any questions or concerns during the external review process, please contact us at the phone number listed on your ID Card or visit [www.floridablue.com](http://www.floridablue.com). You may submit additional written comments to the External Reviewer. A letter with the mailing address will be sent to you when you file an external review. Please note that if you provide any additional information during the external review process it will be shared with us in order to give us the opportunity to reconsider the denial. If you believe your situation is urgent, you may request an expedited review by sending your request to the address above or by fax to (904) 565-6637.

If the External Reviewer decides to overturn our decision, we will provide coverage or payment for your health care item or Service.

You or someone you name to act for you may file a request for external review. To appoint someone to act on your behalf, please complete an Appointment of Representative form.

You are entitled to receive, upon written request and free of charge, reasonable access to, and copies of all documents relevant to your appeal, including a copy of the actual benefit provision, guideline protocol or other similar criterion on which the appeal decision was based.

You may request and we will provide the diagnosis and treatment codes, as well as their corresponding meanings, applicable to this notice, if available.

## **Telephone Numbers and Addresses**

You may contact a Grievance Coordinator at the phone number listed on your ID Card or at the phone numbers listed below. If a Grievance is unresolved, you may, at any time, contact an agency at the telephone numbers and addresses listed below.

### **Florida Blue HMO**

Attention: Grievance Department

Post Office Box 41609

Jacksonville, Florida 32203-1609

877-352-2583

877-842-9118 - Expedited Review for a Claim  
Involving Urgent Care

Dial 7-1-1 for Florida Relay Service assistance  
with TTY/TDD calls

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## COORDINATION OF BENEFITS

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### Coordination of Benefits

Coordination of Benefits is a limitation of coverage and/or benefits to be provided by Florida Blue HMO. It is designed to avoid duplication of payment for Covered Services and/or supplies. We shall coordinate payment of Covered Services to the maximum extent allowed by law. Contracts which may be subject to Coordination of Benefits include, but are not limited to, the following which will be referred to as "plan(s)" for purposes of this section:

1. any group or non-group insurance, group-type self-insurance, or HMO plan;
2. any group plans issued by any Blue Cross and/or Blue Shield Plan(s);
3. any plan, program or insurance policy, including an automobile insurance policy, provided that any such non-group policy contains a coordination of benefits provision;
4. Medicare; and
5. to the extent permitted by law, any other government sponsored health insurance program.

The amount of payment by us, if any, is based on whether or not we are the primary payer. When we are primary, we will pay for Covered Services without regard to your coverage under other plans. When we are not primary, our payment may be reduced so that total benefits under all plans will not exceed 100 percent of the total reasonable expenses actually incurred for the Covered Services. In the event the Covered Services were rendered by an In-Network Provider, total reasonable expenses, for purposes of this section, shall be equal to the amount we are obligated to pay such In-Network Provider based on the Provider's contract.

The following rules shall be used to establish the order in which benefits under the respective plans will be determined:

1. When we cover you as a dependent and the other plan covers you as other than a dependent, we will be secondary.
2. When we cover you as a dependent child and your parents are married (not separated or divorced):
  - a. the plan of the parent whose birthday, month and day, falls earlier in the year will be primary;
  - b. if both parents have the same birthday, month and day, and the other plan has covered one of the parents longer than us, we will be secondary.
3. When we cover you as a dependent child whose parents are not married, or are separated or divorced:
  - a. if the parent with custody is not remarried, the plan of the parent with custody is primary;
  - b. if the parent with custody has remarried, the plan of the parent with custody is primary; the step-parent's plan is secondary; and the plan of the parent without custody pays last;

- c. regardless of which parent has custody, whenever a court decree specifies the parent who is financially responsible for the child's health care expenses, the plan of that parent is always primary.
4. When we cover you as a dependent child and the other plan covers you as a dependent child:
  - a. the plan of the parent who is neither laid off nor retired will be primary;
  - b. if the other plan is not subject to this rule, and if, as a result, such plan does not agree on the order of benefits, this paragraph shall not apply.
5. If you have continuation of coverage under COBRA or Florida Health Insurance Coverage Continuation Act (FHICCA or mini COBRA), COBRA or FHICCA would be primary.
6. When rules 1, 2, 3, 4 and 5 above do not establish an order of benefits, the plan which has covered the individual the longest shall be primary, unless you are age 65 or older and covered under Medicare parts A and B. In that case, this Contract will be secondary to Medicare.
7. If the other plan does not have rules that establish the same order of benefits as under this Contract, the benefits under the other plan will be determined primary to the benefits under this Contract.

We will not coordinate benefits against an indemnity-type policy, an excess insurance policy, a policy with coverage limited to specified illnesses or accidents, or a Medicare Supplement policy.

## **Subrogation**

If you are injured or become ill as a result of another party's intentional act, negligence or fault you must notify us concerning the circumstances under which you were injured or became ill. You or your lawyer must notify us, by certified or registered mail, if you intend to claim damages from someone for injuries or illness. If you recover money to compensate for the cost/expense of Health Care Services to treat your illness or injury, we are legally entitled to be reimbursed for payments we made on your behalf to the doctors, Hospitals, or other Providers who treated you. Our legal right to be repaid in such cases is called "subrogation." We may recover the amount of any payments we made on your behalf minus our pro rata share for any costs and attorney fees incurred by you in pursuing and recovering damages. We may "subrogate" against all money recovered regardless of the source of the money including but not limited to uninsured motorist coverage and workers' compensation.

Although we may, but are not required to, take into consideration any special factors relating to your specific case in resolving our subrogation claim, we will have the first right of recovery out of any recovery or settlement amount you are able to obtain even if you or your attorney believes that you have not been made whole for your losses or damages by the amount of the recovery or settlement.

You must do nothing to prejudice our right of subrogation hereunder and no waiver, release of liability, or other documents executed by you, without notice to us and our written consent, will be binding upon us.

## **Facility of Payment**

Whenever payments which should have been made by us are made by any other person, plan, or organization, we shall have the right, exercisable alone and in our sole discretion, to pay over to any such person, plan, or organization making such other payments, any amounts we shall determine to be required in order to satisfy our coverage obligations hereunder. Amounts so paid shall be deemed to be paid under this Contract and, to the extent of such payments, we shall be fully discharged from liability.

## **Non-Duplication of Government Programs**

The benefits provided under this Contract shall not duplicate any benefits to which you are entitled, or for which you are eligible, under governmental programs such as Medicare, Veterans Administration, TRICARE, or Workers' Compensation, to the extent allowed by law or any extension of benefits of coverage under a prior plan or program which may be required by law.

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## GENERAL PROVISIONS

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### Access to Information

We shall have the right to receive, from any health care Provider rendering Services to you, information that is reasonably necessary, as determined by us, in order to administer the coverage and/or benefits we provide, subject to all applicable confidentiality requirements set forth in this section. By accepting coverage under this Contract, you authorize every health care Provider who renders Services or furnishes supplies to you, to disclose to us or to entities affiliated with us, upon request, all facts, records, and reports pertaining to your care, treatment, and physical or mental Condition, and to permit us to copy any such records and reports so obtained.

### Amendment

The terms of coverage and benefits to be provided by us under this Contract may be amended, without your consent or that of any other person, upon 45 days prior written notice to the Contractholder. In the event the amendment is unacceptable to the Contractholder, the Contractholder may terminate this Contract upon at least ten days prior written notice to us. Any such amendment will be without prejudice to claims filed with us and related to benefits and coverage under this Contract prior to the date of such amendment. No agent or other person, except our duly authorized officer, has the authority to modify the terms of this Contract, or to bind us in any manner not expressly set forth herein, including but not limited to the making of any promise or representation, or by giving or receiving any information. The terms of coverage and benefits to be provided by us under this Contract may not be amended by the Contractholder unless such amendment is evidenced in writing and signed by our duly authorized officer.

### Assignment and Delegation

The obligations arising hereunder may not be assigned, delegated or otherwise transferred by either party without the written consent of the other party; provided, however that we may assign our coverage and/or benefit obligations to our successor in interest or an affiliated entity without your consent, at any time.

**Any assignment, delegation, or transfer made in violation of this provision shall be void.**

### Care Profile Program – A Payer-Based Health Record Program

A care profile is available to treating Physicians for each person covered under this Contract. This care profile allows a secure, electronic view of specific claims information for Services rendered by Physicians, Hospitals, labs, pharmacies, and other health care Providers. Unless you have chosen to opt out, here are a few of the benefits of participation in the Care Profile Program:

1. All authorized treating Physicians will have a consolidated view – or history – of your Health Care Services, assisting them in improved decision-making in the delivery of health care.
2. In times of catastrophic events or Emergency Services, the care profile will be accessible from any location by authorized Physicians so that appropriate treatment and Service can still be delivered.

3. Safe and secure transmission of claim information. Only authorized health care Providers or authorized members of the Provider's staff will have access to your information.
4. Coordination of care among your authorized treating health care Providers.
5. More efficient health care delivery for you.

Keeping your health information private is extremely important, so your care profile will not include certain health information that pertains to "sensitive" medical conditions, for which the law provides special protection. Health care Providers access the care profile using the same secure, electronic channel they use to file claims. In addition, only authorized members of the Provider's staff will have access to the information. Remember, this will help your Physician in obtaining important information concerning your health history.

However, if for some reason you, or any of your Covered Dependents, choose not to provide your treating Physician access to your claim history, the use of this information may be restricted. Should you choose not to participate call the customer service phone number on your ID Card and inform a service associate of your decision.

## **Compliance with State and Federal Laws and Regulations**

The terms of coverage and benefits to be provided by us under this Contract shall be deemed to have been modified by the parties, and shall be interpreted, so as to comply with applicable state or federal laws and regulations dealing with Rates, benefits, eligibility, enrollment, termination, conversion, or other rights and duties of you or us.

## **Confidentiality**

Except as otherwise specifically provided herein, and except as may be required in order for us to administer coverage and/or benefits under this Contract, specific medical information concerning you received by/from a Provider shall be kept confidential by us. Such information shall not be disclosed to third parties without your written consent, except for use in connection with bona fide medical research and education, or as reasonably necessary in connection with the administration of coverage and/or benefits under this Contract, specifically including our quality assurance and utilization review activities. Additionally, we may disclose such information to entities affiliated with us. However, any documents or information which are properly subpoenaed in a judicial proceeding, or by order of a regulatory agency, shall not be subject to this provision.

Our financial arrangements with In-Network Providers may require that we release certain claims and medical information about you even if you have not sought treatment by or through that Provider. By accepting coverage, you hereby authorize us to release to In-Network Providers claims information, including related medical information, pertaining to you, in order for the In-Network Provider to evaluate financial responsibility under their contracts with us.

## **Cooperation Required of Covered Persons**

You must cooperate with us, and must execute and submit to us such consents, releases, assignments, and other documents as may be requested by us in order to administer, and exercise our rights under this Contract. Failure to do so may result in the denial of claims.

## **Customer Rewards Program**

From time to time, we may offer you rewards for participating in Florida Blue HMO programs. We will tell you about any available rewards programs through mailings or newsletters or on our website. Your participation in these programs is always completely voluntary and will in no way affect the coverage available to you under this Contract. We reserve the right to offer rewards in excess of \$25 per year as well as the right to discontinue or modify the features of any reward program or promotional offer at any time without your consent.

## **Enrollment Records**

### **Reporting Changes**

You, as the Contractholder must provide any information required for the purpose of recording changes in family status or other information relative to eligibility or coverage status. All records relevant to eligibility or coverage status under this Contract shall be made available by you.

### **Errors or Delays**

Clerical errors or delays by us in keeping or reporting enrollment records will not make any coverage invalid if it would otherwise be validly in force, or continue coverage which would otherwise be validly terminated. If you intentionally omit information that you should have provided, or provided incorrect information, it may be corrected, if it is determined that any such correction will not be prejudicial to us. You agree that you will be liable to us for any claims payments we make on behalf of any individual who was not eligible for coverage at the time the Service or supply was rendered.

## **Entire Agreement**

This Contract, including the application for coverage and any Enrollment Forms, sets forth the exclusive and entire understanding and agreement between you and Florida Blue HMO and shall be binding upon all Covered Persons, Florida Blue HMO, and any of our subsidiaries, affiliates, successors, heirs, and permitted assignees. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Contract, which includes the terms of coverage and/or benefits set forth herein, your Schedule of Benefits and/or any Endorsements.

## **Evidence of Coverage**

You have been provided with this Contract and an Identification Card as evidence of coverage.



## **Florida Agency for Health Care Administration (AHCA) Performance Data**

The performance outcome and financial data published by AHCA, per Florida Statutes, or any successor statute, located at [www.floridahealthfinder.gov](http://www.floridahealthfinder.gov), may be accessed through the link provided on our website at [www.floridablue.com](http://www.floridablue.com).

## **Governing Law**

The terms of coverage and benefits to be provided hereunder and the rights of the parties hereunder shall be construed in accordance with the laws of the state of Florida and/or the United States, when applicable.

## **Identification Cards**

The Identification Cards issued to you in no way create, or serve to verify eligibility to receive coverage and benefits under this Contract. ID cards are our property and must be destroyed or returned to us immediately following termination of your coverage.

## **Indemnification**

You shall hold harmless and indemnify Florida Blue HMO against all claims, demands, liabilities, or expenses (including reasonable attorney's fees and court costs), which are related to, arise out of, or are in connection with any acts or omissions by you or any of your agents, in the performance of your obligations under this Contract.

## **Misstatement of, Age, Residence, or Tobacco Use**

If any written information relevant to determining your Premium has been misstated by you, the Premium amount you owe under this Contract will be changed based on the corrected information provided to us. Other than for a misstatement related to tobacco use, if we accepted Premiums based on such misstatement that we would not have accepted Premium for if the correct information had been stated, our only liability will be the return of any unearned Premium. We will not provide any coverage for that time period. This right is in addition to any other rights we may have under this Contract and applicable laws.

## **Modification of Provider Network**

Our Provider network is subject to change at any time without prior notice to you, or your approval. Additionally, we may, at any time, terminate or modify the terms of any Provider contract and may enter into additional Provider contracts without prior notice to you, or your approval. It is your responsibility to determine whether a health care Provider is an In-Network Provider at the time Services are rendered. Under this Contract, your financial responsibility may vary depending on a Provider's participation status.

## **Non-Waiver of Defaults**

Any failure by us at any time, or from time to time, to enforce or to require the strict adherence to any of the terms or conditions set forth herein, shall in no event constitute a waiver of any such terms or

conditions. Further, it shall not affect our right at any time to enforce or avail ourselves of any such remedies as we may be entitled to under applicable law, or this Contract.

## Notices

Any notice required or permitted hereunder will be deemed given if hand delivered or if mailed by United States Mail, postage prepaid, and addressed as set forth below. Such notice shall be deemed effective as of the date delivered or so deposited in the mail.

If to us:

To the address printed on the ID Card.

If to you:

To the latest address provided by you according to our records.

**You must notify us immediately of any address change.**

## Our Obligations Upon Termination

Upon termination of your coverage for any reason, we shall have no further liability or responsibility under this Contract with respect to you, except as specifically set forth herein.

## Promissory Estoppel

No oral statements, representations, or understanding by any person can change, alter, delete, add, or otherwise modify the express written terms of this Contract.

## Relationships Between the Parties

### Florida Blue HMO and Health Care Providers

Neither Florida Blue HMO nor any of its officers, directors or employees provides health care Services to you. By accepting this coverage and benefits, you agree that health care Providers rendering Health Care Services are not our employees or agents. **In this regard, we hereby expressly disclaim any agency relationship, actual or implied, with any health care Provider.** We do not, by virtue of making coverage, benefit, and payment decisions, exercise any control or direction over the medical judgment or clinical decisions of any health care Provider. Any decisions made by us concerning appropriateness of setting, or whether any Service is Medically Necessary, shall be deemed to be made solely for the purpose of determining whether such Services are covered, and not for the purpose of recommending any treatment or non-treatment. We assume no liability for any loss or damage arising as a result of acts or omissions of any health care Provider.

### Florida Blue HMO and the Contractholder

You are not our agent or representative and shall not be liable for any acts or omissions of Florida Blue HMO, its agents, servants, or employees. Additionally, neither you nor Florida Blue HMO shall be liable, whether in tort or contract or otherwise, for any acts or omissions of any other person or organization with which Florida Blue HMO has made or hereafter makes arrangements for the provision of Covered

Services. **Florida Blue HMO is not your agent, servant, or representative, and shall not be liable for any acts or omissions of yours or any person or organization with which you have entered into any agreement or arrangement. By acceptance of Covered Services hereunder, you agree to the foregoing.**

### **Medical Treatment Decisions**

Any and all decisions that require or pertain to independent professional medical judgment or training, or the need for medical Services or supplies, must be made solely by you, your family and your treating Physician in accordance with the patient/Physician relationship. It is possible that you or your treating Physician may conclude that a particular procedure is needed, appropriate, or desirable, even though such procedure may not be covered.

### **Reservation of Right to Contract**

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Contract.

### **Right of Recovery**

Whenever we have made payments in excess of the maximum provided for under this Contract, we will have the right to recover any such payments, to the extent of such excess, from you or any other person, plan, or organization that received such payments.

### **Right of Reimbursement**

If any payment under this **Contract** is made to you or on your behalf with respect to any injury or illness resulting from the intentional act, negligence, or fault of a third person or entity, we will have a right to be reimbursed by you (out of any settlement or judgment proceeds you recover) one dollar (\$1.00) for each dollar paid under the terms of this **Contract** minus a pro rata share for any costs and attorney fees incurred in pursuing and recovering such proceeds.

Our right of reimbursement will be in addition to any subrogation right or claim available to us, and you must execute and deliver such instruments or papers pertaining to any settlement or claim, settlement negotiations, or litigation as may be requested by us to exercise our right of reimbursement hereunder. You or your lawyer must notify us, by certified or registered mail, if you intend to claim damages from someone for injuries or illness. You must do nothing to prejudice our right of reimbursement hereunder and no waiver, release of liability, or other documents executed by you, without notice to us and our written consent, will be binding upon us.

### **Right to Receive and Release Necessary Information**

In order to administer coverage and benefits, we may, without the consent of or notice to any person, plan, or organization, release to or obtain from any person, plan, or organization any information with respect to any person covered under this Contract or an applicant for enrollment which we deem to be necessary.

## **Service Mark**

You hereby expressly acknowledge that this Contract constitutes a contract solely between you and us. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and/or Blue Shield Plans (the "Association"), permitting us to use the Blue Cross and Blue Shield Service Mark in the State of Florida and that we are not contracting as the agent for the Association. You further acknowledge and agree that you have not entered into this Contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Contract. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Contract.

## **Third Party Beneficiary**

This Contract was issued by Florida Blue HMO to the Contractholder, and was entered into solely and specifically for the benefit of Florida Blue HMO and the Contractholder. The terms and provisions of this Contract shall be binding solely upon, and inure solely to the benefit of, Florida Blue HMO and the Contractholder, and no other person shall have any rights, interest or claims hereunder, or be entitled to sue for a breach hereof as a third-party beneficiary or otherwise. Florida Blue HMO and the Contractholder hereby specifically express their intent that health care Providers that have not entered into contracts with us to participate in our Provider networks shall not be third-party beneficiaries under this Contract.

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## OTHER IMPORTANT INFORMATION

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### What is an HMO?

A health maintenance organization (HMO) is an alternative health care financing and/or delivery organization that either provides directly, or through arrangements made with other persons or entities, comprehensive health care coverage and benefits or services, or both, in exchange for a prepaid per capita or prepaid aggregate fixed sum.

While some HMOs are similar, not all HMOs operate or are organized in the same way. For example, an HMO can be organized and operate as a staff model, a group model, an IPA model or a network model.

### Types of HMOs

#### Staff and Group Model HMOs

In a staff model HMO, the doctors and other Providers rendering care are usually salaried employees of the HMO and generally provide care in a clinic setting rather than in their own personal offices. Group model HMOs, on the other hand, contract with large medical group practices to provide or arrange for most Health Care Services. Typically, the doctors in the medical groups own the HMO. In both these models, the HMO's doctors and other providers typically do not see patients covered by other third party payers or managed care organizations.

#### IPA Model HMOs

In an IPA model HMO, the HMO typically contracts with individual, independent doctors and/or a Physician organization, which may, in turn, contract services with additional doctors and Providers. Unlike the staff or group model HMOs, the IPA model HMO does not provide Health Care Services itself. Instead, it pays independent, qualified Providers to render health care to its members. The doctors in an IPA model HMO are not the agents or employees of the HMO; they typically practice in their own personal offices, and continue to see patients covered by other third party payers or managed care organizations.

**Note:** This description is not intended to be an exhaustive listing of all HMO organization models in use in the United States.

Florida Blue HMO is an IPA Model HMO. **It is not a staff or group model HMO.** This means that the doctors and other Providers with whom we contract are independent contractors and not the employees or agents, actual or ostensible, of Florida Blue HMO. Rather these independent doctors and Providers typically continue to see their own patients in their own personal offices or facilities and continue to see patients covered by other third party payers or managed care organizations.

### Your Rights and Responsibilities

We are committed to providing quality health care coverage at a reasonable cost while maintaining your dignity and integrity. Consistent with our commitment and recognizing that In-Network Providers are independent contractors and not our agents, the following statement of your Rights and Responsibilities has been adopted.

## **Rights**

1. To be provided with information about our services, coverage and benefits, the In-Network Providers delivering care and members' rights and responsibilities..
2. To receive medical care and treatment from In-Network Providers who have met our credentialing standards.
3. To expect In-Network Providers to:
  - a. discuss appropriate or Medically Necessary treatment options for your Condition, regardless of cost or benefit coverage;
  - b. permit you to participate in the major decisions about your health care, consistent with legal, ethical, and relevant patient-Provider relationship requirements.
  - c. advise whether your medical care or treatment is part of a research experiment, and to give you the opportunity to refuse any experimental treatments; and
  - d. inform you about any medications you are told to take, how to take them, and their possible side effects.
4. To expect courteous service from us and considerate care from our In-Network Providers with respect and concern for your dignity and privacy.
5. To voice your complaints and/or appeal unfavorable medical or administrative decisions by following the established appeal procedures found in this Contract.
6. To inform In-Network Providers that you refuse treatment, and to expect them to honor your decision, if you choose to accept the responsibility and the consequences of your decision. In the event, members are encouraged (but not required) to:
  - a. complete an advance directive, such as a living will and provide it to the contracting plan providers; and
  - b. have someone help make decisions, or to give another person the legal responsibility to make decisions about medical care on a member's behalf.
7. To have access to your medical records, and to be assured that the confidentiality of your medical records is maintained in accordance with applicable law.
8. To call or write to us any time with helpful comments, questions and observations whether concerning something you like about our plan or something you feel is a problem area. You also may make recommendations regarding our rights and responsibilities policies. Please call the phone number on your ID Card or write to us at the address on your ID Card.

## **Responsibilities**

1. To seek all non-emergency care through your assigned PCP or another In-Network Provider and to cooperate with anyone providing your care and treatment.
2. To be respectful of the rights, property, comfort, environment and privacy of other patients and not be disruptive.

3. To take responsibility for understanding your health problems and participate in developing mutually agreed upon treatment goals, to the extent possible, then following the plans and instructions about your care and to ask questions if you do not understand or need an explanation.
4. To provide accurate and complete information concerning your health problems and medical history and to answer all questions truthfully and completely.
5. To pay your Cost Share amounts and be financially responsible for non-covered Services and to provide current information concerning your coverage status to any In-Network Provider.
6. To follow the process for filing an appeal about medical or administrative decisions that you feel were made in error.
7. To request your medical records in accordance with our rules and procedures and in accordance with applicable law.
8. To follow Coverage Access Rules established by us.
9. To review information regarding Covered Services, policies and procedures as stated in the Contract.

### **Disclosure of Continuing Care Facility Resident/Retirement Facility Resident Rights**

If, at the time of enrollment you are a resident of a continuing care facility certified under Chapter 651, Florida Statutes, or a retirement facility consisting of a nursing home or assisted living facility and residential apartments, your PCP must refer you to that facility's skilled nursing unit or assisted living facility if:

1. you request it and the facility agrees;
2. your PCP finds that such care is Medically Necessary;
3. the facility agrees to be reimbursed at the same contracted rate as similar Providers for the same Covered Services and supplies; and
4. the facility meets all guidelines established by us related to quality of care, utilization, referral authorization, risk assumption, use of our Provider network, and other criteria applicable to Providers under contract with us for the same Services.

If your request to be referred to the skilled nursing unit or assisted living facility that is part of your place of residence is not honored, you have the right to initiate a Complaint or Grievance under the process described in this Contract.

### **Statement on Advance Directives**

The following information is provided in accordance with the Patient Self-Determination Act to advise you of your rights under Florida law to make decisions concerning your medical care, including your right to accept or refuse medical or surgical treatment, the right to prepare an advance directive, and explain our policy on advance directives. The information is general and is not intended as legal advice for specific needs. You are encouraged to consult with your attorney for specific advice.

Florida law recognizes your right as a competent adult to make an advance directive instructing your Physician to provide, withhold, or withdraw life-prolonging procedures, or to name someone to make treatment decisions for you in the event that you are found to be incompetent and suffering from a terminal Condition. Advance directives provide patients with a way to direct the course of their medical treatment even after they are no longer able to consciously participate in making their own health care decisions.

An "advance directive" is a witnessed oral or written statement which indicates your choices and preferences with respect to medical care made by you while you are still competent. An advance directive can address such issues as whether to provide any and all health care, including extraordinary life-prolonging procedures, whether to apply for Medicare, Medicaid or other health benefits, and with whom the health care Provider should consult in making treatment decisions.

There are three types of documents recognized in Florida that are commonly used to express an individual's advance directives: a Living Will, a Health Care Surrogate Designation and a Durable Power of Attorney for Health Care.

A Living Will is a declaration of a person's desire that life-prolonging procedures be provided, withheld, or withdrawn in the event that the person is suffering from a terminal Condition and is not able to express his or her wishes. It does not become effective until the patient's Physician and one other Physician determine that the patient suffers from a terminal Condition and is incapable of making decisions.

Another common form of advance directive is the Health Care Surrogate Designation. When properly executed, a Health Care Surrogate Designation grants authority for the surrogate to make health care decisions on behalf of the patient in accordance with the patient's wishes. The surrogate's authority to make decisions is limited to the time when the patient is incapacitated and must be in accordance with what the patient would want if the patient was able to communicate his or her wishes. While there are some decisions the surrogate cannot make, by law, such as consent to abortion or electroshock therapy, any specific limits on the surrogate's power to make decisions should be clearly expressed in the Health Care Surrogate Designation document.

Finally, there is the Durable Power of Attorney for Health Care. This document, when properly executed, designates a person as the individual's attorney-in-fact to arrange for and consent to medical, therapeutic, and surgical procedures for the individual. This type of advance directive can relate to any medical Condition.

A suggested form of Living Will and Designation of Health Care Surrogate is contained in Chapter 765 of the Florida Statutes. There is no requirement that you have an advance directive and your health care Provider cannot condition treatment on whether or not you have one. Florida law provides that, when there is no advance directive, the following persons are authorized, in order of priority, to make health care decisions on behalf of the patient:

1. a judicially appointed guardian;
2. a spouse;
3. an adult child or a majority of the adult children who are reasonably available for consultation;
4. a parent;



5. siblings who are reasonably available for consultation;
6. an adult relative who has exhibited special care or concern, maintained regular contact, and is familiar with the person's activities, health and religious or moral beliefs;
7. a close friend who is an adult, has exhibited special care and concern for the person, and who gives the health care facility or the person's attending Physician an affidavit stating that he or she is a friend of the person who is willing to become involved in making health care decisions for that person and has had regular contact with the individual so as to be familiar with the person's activities, health, religious and moral beliefs.

Deciding whether to have an advance medical directive, and if so, the type and scope of the directive, can be complex. It may be helpful for you to discuss advance directives with your spouse, family, friends, religious or spiritual advisor or attorney. The goal in creating an advance directive should be for a person to clearly state his or her wishes and ensure that the health care facility, Physician and whomever else will be faced with the task of carrying out those wishes knows what you would want.

It is our policy to recognize your right to make health care treatment decisions in accordance with your own personal beliefs. You have a right to decide whether or not to execute an advance directive to guide treatment decisions in the event you become unable to do so. We will not interfere with your decision. It is your responsibility to provide notification to your Providers that an advance directive exists. If you have a written advance directive, we recommend that you furnish your Providers with a copy so that it can be made a part of your medical record.

Florida law does not require a health care Provider or facility to commit any act which is contrary to the Provider's or facility's moral or ethical beliefs concerning life-prolonging procedures. If a Provider or facility in our network, due to an objection on the basis of conscience, would not implement your advance directive, you may request treatment from another Provider or facility.

Our Providers have varying practices regarding the implementation of an individual's advance directive, in accordance with state law. Therefore, we recommend that you have discussions about advance directives with your medical care givers, family members and other friends and advisors. Your Physician should be involved in the discussion and informed clearly and specifically of any decisions reached. Those decisions need to be revisited in light of the passage of time or changes in your medical Condition or environment.

Complaints concerning noncompliance with advance directives may be submitted to the following address:

Agency for Health Care Administration  
Bureau of Managed Health Care  
Building 1, Room 311  
2727 Mahan Drive  
Tallahassee, Florida 32308

We hope this information has been helpful to your understanding of your rights under the Patient Self-Determination Act and Florida law.

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## DEFINITIONS

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The following definitions will help you understand the terms that are used in this Contract, including the Schedule of Benefits and any Endorsements that are part of this Contract. As you read through this Contract you can refer to this section; we have identified defined terms in the Contract, the Schedule of Benefits and any Endorsements by capitalizing the first letter(s) of the term.

**Accident** means an unintentional, unexpected event, other than the acute onset of a bodily infirmity or disease, which results in traumatic injury. This term does not include injuries caused by surgery or treatment for disease or illness.

**Accidental Dental Injury** means an injury to Sound Natural Teeth caused by a sudden, unintentional, and unexpected event or force. This term does not include injuries to the mouth, structures within the oral cavity, or injuries to natural teeth caused by biting or chewing, surgery, or treatment for a disease or illness.

**Activities of Daily Living** means basic tasks of everyday life such as bathing, dressing, eating, toileting, transferring and walking.

**Adoption** or **Adopt(ed)** means the act of creating a legal parent/child relationship where it did not exist, declaring that the child is legally the child of the adoptive parents and their heir-at-law and is entitled to all the rights and privileges and subject to all the obligations of a child born to such adoptive parents, or as defined by Florida law or a similar applicable law of another state.

**Advanced Payments of the Premium Tax Credit (APTC)** means payment of the tax credits specified in section 36B of the Code (as added by section 1401 of the Affordable Care Act) which are provided on an advance basis to an eligible individual enrolled in a QHP through the Marketplace in accordance with sections 1402 and 1412 of the Affordable Care Act.

**Adverse Benefit Determination** means any denial, reduction or termination of coverage, benefits, or payment (in whole or in part) under this Contract in connection with:

1. a Pre-Service Claim or a Post-Service Claim;
2. a Concurrent Care Decision, as described in the CLAIMS PROCESSING section; or
3. Rescission of coverage, as described in the TERMINATION OF COVERAGE section.

**Allowed Amount** means the maximum amount upon which payment will be based for Covered Services. The Allowed Amount may be changed at any time without notice to you or your consent.

1. In the case of an In-Network Provider located in the Service Area, this amount will be established in accordance with the applicable agreement between that Provider and Florida Blue HMO.
2. In the case of Out-of-Network Providers located outside of the Service Area who participate in the BlueCard<sup>®</sup> Program, this amount will generally be established in accordance with the negotiated price that the Host Blue passes on to us, except when the Host Blue is unable to pass on its negotiated price due to the terms of its Provider contracts. See the BLUECARD<sup>®</sup> PROGRAM section for more details.

3. In the case of an Out-of-Network Provider that has not entered into an agreement with Florida Blue HMO to provide access to a discount from the billed amount of that Provider for the specific Covered Services provided to you, the Allowed Amount will be the lesser of that Provider's actual billed amount for the specific Covered Services or an amount established by Florida Blue HMO that may be based on several factors, including but not limited to: (i) payment for such Covered Services under the Medicare and/or Medicaid programs; (ii) payment often accepted for such Covered Services by that Out-of-Network Provider and/or by other Providers, either in Florida or in other comparable market(s), that we determine are comparable to the Out-of-Network Provider that rendered the specific Covered Services (which may include payment accepted by such Out-of-Network Provider and/or by other Providers as participating Providers in other Provider networks of third-party payers which may include, for example, other insurance companies and/or health maintenance organizations); (iii) payment amounts which are consistent, as determined by us, with our Provider network strategies (e.g., does not result in payment that encourages Providers participating in an Florida Blue HMO network to become non-participating); and/or, (iv) the cost of providing the specific Covered Services. In the case of an Out-of-Network Provider that has not entered into an agreement with another Blue Cross and/or Blue Shield organization to provide access to discounts from the billed amount for the specific Covered Services under the BlueCard Program, the Allowed Amount for the specific Covered Services provided to you may be based upon the amount provided to Florida Blue HMO by the other Blue Cross and/or Blue Shield organization where the Services were provided at the amount such organization would pay non-participating providers in its geographic area for such Services.

In no event will the allowed amount be greater than the amount the Provider actually charges.

You may obtain an estimate of the allowed amount for particular Services by calling the customer service phone number on your ID Card. The fact that we may provide you with such information does not mean that the particular Service is a Covered Service. All terms and conditions included in this Contract apply. You should refer to the WHAT IS COVERED? section of this Contract and your Schedule of Benefits to determine what is covered and how much we will pay.

Please specifically note that, in the case of an Out-of-Network Provider that has not entered into an agreement with Florida Blue HMO to provide access to a discount from the billed amount of that Provider, the allowed amount for particular Services is often substantially below the amount billed by such Out-of-Network Provider for such Services.

**Ambulance** means a ground or water vehicle, airplane or helicopter properly licensed pursuant to Chapter 401 of the Florida Statutes, or a similar applicable law in another state.

**Ambulatory Surgical Center** means a facility properly licensed pursuant to Chapter 395 of the Florida Statutes, or similar applicable laws of another state, the primary purpose of which is to provide elective surgical care to a patient, admitted to, and discharged from such facility within the same working day.

**Anniversary Date** means the first day of January (January 1<sup>st</sup>) following your initial Effective Date and each January 1<sup>st</sup> thereafter.

**Approved Clinical Trial** means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other Life-Threatening Disease or Condition and meets one of the following criteria:

1. The study or investigation is approved or funded by one or more of the following:
  - a. The National Institutes of Health.
  - b. The Centers for Disease Control and Prevention.
  - c. The Agency for Health Care Research and Quality.
  - d. The Centers for Medicare and Medicaid Services.
  - e. A cooperative group or center of any of the entities described in clauses (i) through (iv) or the Department of Defense or the Department of Veterans Affairs.
  - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - g. Any of the following if the conditions described in paragraph (2) are met:
    - 1) The Department of Veterans Affairs.
    - 2) The Department of Defense.
    - 3) The Department of Energy.
2. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
3. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

For a study or investigation conducted by a Department, the study or investigation must be reviewed and approved through a system of peer review that the Secretary determines: (1) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and (2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.

For purposes of this definition, the term “Life-Threatening Disease or Condition” means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

**Artificial Insemination (AI)** means a medical procedure in which sperm is placed into the female reproductive tract by a qualified health care Provider for the purpose of producing a pregnancy.

**Birth Center** means any facility, institution, or place, licensed pursuant to Chapter 383 of the Florida Statutes, in which births are planned to occur away from the mother's usual residence following a normal, uncomplicated, low-risk pregnancy. A Birth Center is not an Ambulatory Surgical Center or a Hospital.

**Bone Marrow Transplant** means human blood precursor cells administered to a patient to restore normal hematological and immunological functions following ablative or non-ablative therapy with curative or life-prolonging intent. Human blood precursor cells may be obtained from the patient in an autologous transplant, or an allogeneic transplant from a medically acceptable related or unrelated donor, and may be derived from bone marrow, the circulating blood, or a combination of bone marrow and circulating blood. If chemotherapy is an integral part of the treatment involving bone marrow transplantation, the term "bone marrow transplant" includes the transplantation as well as the administration of chemotherapy and the chemotherapy drugs. The term "bone marrow transplant" also includes any Services or supplies relating to any treatment or therapy involving the use of high dose or intensive dose chemotherapy and human blood precursor cells and includes any and all Hospital, Physician or other health care Provider Services which are rendered in order to treat the effects of, or complications arising from, the use of high dose or intensive dose chemotherapy or human blood precursor cells, such as Hospital room and board and ancillary Services.

**Breast Reconstructive Surgery** means surgery to reestablish symmetry between the two breasts.

**Calendar Year** begins January 1<sup>st</sup> and ends December 31<sup>st</sup> of the same year.

**Cardiac Therapy** means Health Care Services provided under the supervision of a Physician, or an appropriate Provider trained for cardiac therapy, for the purpose of aiding in the restoration of normal heart function in connection with a myocardial infarction, coronary occlusion or coronary bypass surgery.

**Certified Nurse Midwife** means a person who is licensed pursuant to Chapter 467 of the Florida Statutes, or similar applicable laws of another state, as an advanced registered nurse practitioner and who is certified to practice midwifery by the American College of Nurse Midwives.

**Certified Registered Nurse Anesthetist** means a properly licensed nurse who is a certified registered nurse anesthetist pursuant to Chapter 464 of the Florida Statutes, or similar applicable laws of another state.

**Claim Involving Urgent Care** means any request or application for coverage or benefits for medical care or treatment that has not yet been provided to you with respect to which the application of time periods for making non-urgent care benefit determinations: (1) could seriously jeopardize your life or health or your ability to regain maximum function; or (2) in the opinion of a Physician with knowledge of your Condition, would subject you to severe pain that cannot be adequately managed without the proposed Services being rendered.

**Coinsurance** means the sharing of health care expenses for Covered Services between you and us. After your Deductible is met, we will pay a percentage of the Allowed Amount for Covered Services, as listed in the Schedule of Benefits. The percentage you are responsible for is your Coinsurance. Not all plans include coinsurance.

**Complaint** means an oral (non-written) expression of dissatisfaction, whether or not such dissatisfaction is made in person, by telephone, or by another person acting on your behalf.

**Concurrent Care Decision** means a decision by us to deny, reduce, or terminate coverage, benefits, or payment (in whole or in part) with respect to a course of treatment to be provided over a period of time, or a specific number of treatments, if we had previously approved or authorized coverage, benefits, or payment for that course of treatment or number of treatments in writing.

As defined herein, a concurrent care decision shall not include any decision to deny, reduce, or terminate coverage, benefits or payment under the Case Management subsection of the COVERAGE ACCESS RULES section.

**Condition** means a disease, illness, ailment, injury, or pregnancy.

**Contract** includes this document, your application for this Contract, any Enrollment Forms signed by the Contractholder and any amendments and/or Endorsements.

**Contractholder** means an individual who meets and continues to meet all applicable eligibility requirements described in the ELIGIBILITY AND ENROLLMENT FOR COVERAGE section and who is enrolled and actually covered under Contract other than as a Covered Dependent.

**Convenient Care Center** means a properly licensed ambulatory center that: 1) treats a limited number of common, low-intensity illnesses when ready-access to the patient's primary Physician is not possible; 2) shares clinical information about the treatment with the patient's primary Physician; 3) is usually housed in a retail business; and 4) is staffed by at least one master's level advanced registered nurse practitioner (ARNP) who operates under a set of clinical protocols that strictly limit the Conditions the ARNP can treat. Although no Physician is present at the convenient care center, medical oversight is based on a written collaborative agreement between a supervising Physician and the ARNP.

**Copayment or Copay** means the dollar amount established solely by us which must be paid to a health care Provider by you at the time certain Covered Services are rendered by that Provider.

**Cost Share** means the dollar or percentage amount established solely by us, which must be paid to a health care Provider by you at the time Covered Services are rendered by that Provider. Cost share may include, but is not limited to Coinsurance, Copayment and Deductible amounts. Applicable cost share amounts are identified in your Schedule of Benefits.

**Covered Dependent** means an Eligible Dependent who continues to meet all applicable eligibility requirements, described in the ELIGIBILITY AND ENROLLMENT FOR COVERAGE section and who is enrolled and actually covered under the Contract other than as a Contractholder.

**Covered Person** means a Contractholder or Covered Dependent.

**Covered Services** means those Health Care Services which meet the criteria listed in the WHAT IS COVERED? section.

**Creditable Coverage** means health care coverage which is continuous to a date within 63 days of your Enrollment Date. Such health care coverage may include any of the following:

1. a group health plan;
2. individual health insurance;
3. Medicare Part A and Part B;

4. Medicaid;
5. benefits to members and certain former members of the uniformed services and their dependents;
6. a medical care program of the Indian Health Service or of a tribal organization;
7. a State health benefits risk pool;
8. a health plan offered under chapter 89 of Title 5, United States Code;
9. a public health plan;
10. a health benefit plan of the Peace Corps;
11. Children's Health Insurance Program (CHIP);
12. public health plans established by the federal government; or
13. public health plans established by foreign governments.

**Custodial or Custodial Care** means care that serves to assist a person in the activities of daily living, such as assistance in walking, getting in and out of bed, bathing, dressing, feeding, and using the toilet; preparation of special diets, and supervision of medication that usually can be self-administered. Custodial care essentially is personal care that does not require the continuing attention of trained medical or paramedical personnel. In determining whether a person is receiving custodial care, consideration is given to the frequency, intensity and level of care and medical supervision required and furnished. A determination that care received is custodial is not based on the patient's diagnosis, type of Condition, degree of functional limitation, or rehabilitation potential.

**Deductible** means the amount of charges, up to the Allowed Amount, for Covered Services which you must actually pay to an appropriate licensed health care Provider who is recognized for payment under this Contract, before our payment for Covered Services begins. Not all plans include a deductible.

**Dentist** means a person who is properly licensed by the state of Florida, or a similar applicable law of another state, as a doctor of Dental Surgery (D.D.S.), or doctor of dental medicine (D.M.D.), doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is legally qualified to practice medicine or dentistry and perform surgery at the time and place the Service is rendered, and acting within the scope of his or her license.

**Detoxification** means a process whereby an alcohol or drug intoxicated or alcohol or drug dependent person is assisted through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factors or alcohol in combination with drugs as determined by a Physician, while keeping the physiological risk to the person at a minimum.

**Diabetes Educator** means a person who is properly certified pursuant to Florida law, or similar applicable laws of another state, to supervise diabetes outpatient self-management training and educational Services.

**Dialysis Center** means an outpatient facility certified by the Centers for Medicare and Medicaid Services and the Florida Agency for Health Care Administration (or a similar regulatory agency of another state) to provide hemodialysis and peritoneal dialysis Services and support.

**Dietitian** means a person who is properly licensed pursuant to Florida law or a similar applicable law of another state to provide nutrition counseling for diabetes outpatient self-management Services.

**Domestic Partner** means a person of the same or opposite gender with whom the Contractholder has established a Domestic Partnership.

**Domestic Partnership** means a relationship between the Contractholder and one other person of the same or opposite gender who meet at a minimum, the following eligibility requirements:

1. both individuals are each other's sole Domestic Partner and intend to remain so indefinitely;
2. individuals are not related by blood to a degree of closeness (e.g., siblings) that would prohibit legal marriage in the state in which they legally reside;
3. both individuals are unmarried, at least 18 years of age, and are mentally competent to consent to the Domestic Partnership;
4. the Contractholder has submitted to us acceptable proof of evidence of common residence and joint financial responsibility; and
5. the Contractholder has completed and submitted any required forms to us and we have determined the Domestic Partnership eligibility requirements have been met.

**Durable Medical Equipment** means equipment furnished by a supplier or a Home Health Agency that (a) can withstand repeated use; (b) is primarily and customarily used to serve a medical purpose; (c) is not for comfort or convenience; (d) generally is not useful to an individual in the absence of a Condition; and (e) is appropriate for use in the home.

**Durable Medical Equipment Provider** means a person or entity that is properly licensed, if applicable, under Florida law (or a similar applicable law of another state) to provide Durable Medical Equipment in the patient's home under a Physician's prescription.

**Effective Date** means, with respect to eligible individuals properly enrolled, when coverage first becomes effective, 12:01 a.m. on the date printed on the first page of this Contract; and with respect to eligible individuals who are subsequently enrolled, means 12:01 a.m. on the date coverage will begin as specified in the ELIGIBILITY AND ENROLLMENT FOR COVERAGE section.

**Eligible Dependent** means an individual who meets and continues to meet all of the eligibility requirements described in the ELIGIBILITY AND ENROLLMENT FOR COVERAGE section.

**Emergency Medical Condition** means a medical or psychiatric Condition or an injury manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention may reasonably be expected to result in a condition described in clause (i), (ii), or (iii) of Section 1867(e)(1)(A) of the Social Security Act.

**Emergency Services** means, with respect to an Emergency Medical Condition:

1. a medical screening examination (as required under Section 1867 of the Social Security Act) that is within the capability of the emergency department of a Hospital, including ancillary Services routinely available to the emergency department to evaluate such Emergency Medical Condition; and



2. within the capabilities of the staff and facilities available at the hospital, such further medical examination and treatment as are required under Section 1867 of such Act to Stabilize the patient.

**Endorsement** means a document issued by us that changes or modifies language in this Contract. Endorsements may also be referred to as amendments.

**Enrollment Date** means the date of enrollment of the individual under this Contract.

**Enrollment Forms** means those forms, electronic or paper, used to maintain accurate enrollment files under the Contract and which are approved for use by us or if you enrolled in this plan through the Marketplace; approved by the Marketplace.

**Essential Health Benefits (EHB)** means Health Care Services included in the Affordable Care Act's definition and includes Services in the following ten categories:

1. Ambulatory Patient services
2. Emergency services
3. Hospitalization
4. Maternity and Newborn Care
5. Mental Health and Substance Use Disorder services, including Behavioral Health treatment
6. Prescription drugs
7. Rehabilitative and Habilitative services and devices
8. Laboratory services
9. Preventive and Wellness services and Chronic Disease Management
10. Pediatric Services including Oral and Vision care

**Experimental or Investigational** means any evaluation, treatment, therapy, or device which involves the application, administration or use, of procedures, techniques, equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, or chemical compounds if, as determined solely by us:

1. such evaluation, treatment, therapy, or device cannot be lawfully marketed without approval of the United States Food and Drug Administration or the Florida Department of Health and approval for marketing has not, in fact, been given at the time such is furnished to you;
2. such evaluation, treatment, therapy, or device is provided pursuant to a written protocol which describes as among its objectives the following: determinations of safety, efficacy, or efficacy in comparison to the standard evaluation, treatment, therapy, or device;
3. such evaluation, treatment, therapy, or device is delivered or should be delivered subject to the approval and supervision of an institutional review board or other entity as required and defined by federal regulations;

4. reliable evidence shows that such evaluation, treatment, therapy, or device is the subject of an ongoing Phase I or II clinical investigation, or the experimental or research arm of a Phase III clinical investigation, or under study to determine maximum tolerated dosage(s), toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the Condition in question;
5. reliable evidence shows that the consensus of opinion among experts is that further studies, research, or clinical investigations are necessary to determine maximum tolerated dosage(s), toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the Condition in question;
6. reliable evidence shows that such evaluation, treatment, therapy, or device has not been proven safe and effective for treatment of the Condition in question, as evidenced in the most recently published Medical Literature using generally accepted scientific, medical, or public health methodologies or statistical practices;
7. there is no consensus among practicing Physicians that the treatment, therapy, or device is safe and effective for the Condition in question; or
8. such evaluation, treatment, therapy, or device is not the standard treatment, therapy, or device utilized by practicing Physicians in treating other patients with the same or similar Condition.

"Reliable evidence" shall mean (as determined by us):

1. records maintained by Physicians or Hospitals rendering care or treatment to you or other patients with the same or similar Condition;
2. reports, articles, or written assessments in authoritative Medical Literature and scientific literature;
3. published reports, articles, or other literature of the United States Department of Health and Human Services or the United States Public Health Service, including any of the National Institutes of Health, or the United States Office of Technology Assessment;
4. the written protocol or protocols relied upon by the treating Physician or institution or the protocols of another Physician or institution studying substantially the same evaluation, treatment, therapy, or device;
5. the written informed consent used by the treating Physician or institution or by another Physician or institution studying substantially the same evaluation, treatment, therapy, or device; or
6. the records (including any reports) of any institutional review board of any institution which has reviewed the evaluation, treatment, therapy, or device for the Condition in question.

**Note:** Services or supplies which are determined by us to be Experimental or Investigational are excluded as described in the WHAT IS NOT COVERED? section. In making benefit determinations, we may also rely on the predominant opinion among experts, as expressed in the published authoritative literature, that usage of a particular evaluation, treatment, therapy, or device should be substantially confined to research settings or that further studies are necessary in order to define safety, toxicity, effectiveness, or effectiveness compared with standard alternatives.

**FDA** means the United States Food and Drug Administration.

**Florida Blue HMO** is a trade name of Health Options, Inc., an HMO subsidiary of Blue Cross and Blue Shield of Florida, Inc. D/B/A Florida Blue. These companies are independent licensees of the Blue Cross and Blue Shield Association. Health Options, Inc. is a Florida Corporation (and any successor corporation) operating as a Health Maintenance Organization under applicable provisions of federal and/or state law.

**Foster Child** means a person who is placed in your residence and care under the Foster Care Program by the Florida Department of Health and Rehabilitative Services in compliance with Florida Statutes or by a similar applicable law in another state.

**Gamete Intrafallopian Transfer (GIFT)** means the direct transfer of a mixture of sperm and eggs into the fallopian tube by a qualified health care Provider. Fertilization takes place inside the tube.

**Generally Accepted Standards of Medical Practice** means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

**Gestational Surrogacy Contract or Arrangement** means an oral or written agreement, regardless of the state or jurisdiction where executed, between the Gestational Surrogate and the intended parent or parents.

**Gestational Surrogate** means a woman, regardless of age, who contracts, orally or in writing, to become pregnant by means of assisted reproductive technology without the use of an egg from her body.

**Grace Period** means the period immediately following the Premium due date as indicated on the Contractholder's billing statement.

**Grievance** means a written expression of dissatisfaction.

**Habilitative Services** means Health Care Services that are short-term and help a person to acquire or improve age-appropriate physical skills that allow them to participate in Activities of Daily Living.

**Health Care Services or Services** means evaluations, treatments, therapies, devices, procedures, techniques, equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, chemical compounds and other Services rendered or supplied, by or at the direction of, a licensed Provider.

**Home Health Agency** means a properly licensed agency or organization which provides health Services in the home pursuant to Chapter 400 of the Florida Statutes, or similar applicable laws of another state.

**Home Health Care or Home Health Care Services** means Physician-directed professional, technical and related medical and personal care Services provided on an intermittent or part-time basis directly by (or indirectly through) a Home Health Agency in your home or residence. For purposes of this definition, a Hospital, Skilled Nursing Facility, nursing home or other facility will not be considered an individual's home or residence.

**Hospice** means a public agency or private organization duly licensed pursuant to Florida Statutes, or a similar applicable law of another state to provide Hospice Services. In addition, such licensed entity must be principally engaged in providing pain relief, symptom management, and supportive Services to terminally ill persons and their families.

**Hospital** means a facility properly licensed pursuant to Chapter 395 of the Florida Statutes, or a similar applicable law of another state, that offers Services which are more intensive than those required for room, board, personal Services and general nursing care; offers facilities and beds for use beyond 24 hours; and regularly makes available at least clinical laboratory Services, diagnostic x-ray Services and treatment facilities for surgery or obstetrical care or other definitive medical treatment of similar extent.

The term hospital does not include: an Ambulatory Surgical Center, a Skilled Nursing Facility, a stand-alone Birth Center; a Psychiatric Facility; a Substance Abuse Facility; a convalescent, rest or nursing home; or a facility which primarily provides Custodial, educational, or rehabilitative care.

**Note:** If Services specifically for the treatment of a physical disability are provided in a licensed Hospital which is accredited by The Joint Commission, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities, payment for these Services will not be denied solely because such Hospital lacks major surgical facilities and is primarily of a rehabilitative nature. Recognition of these facilities does not expand the scope of Covered Services; it only expands the setting where Covered Services can be performed for coverage purposes.

**Identification (ID) Card** means the cards we issue to Contractholders. The cards are our property, and are not transferable to another person. Possession of such card in no way verifies that an individual is eligible for, or covered under, this Contract.

**Independent Clinical Laboratory** means a laboratory, independent of a Hospital or Physician's office, which is a fixed location, properly licensed pursuant to Chapter 483 of the Florida Statutes, or a similar applicable law of another state, where examinations are performed on materials or specimens taken from the human body to provide information or materials used in the diagnosis, prevention, or treatment of a Condition.

**Independent Diagnostic Testing Center** means a facility, independent of a Hospital or Physician's office, which is a fixed location, a mobile entity, or an individual non-Physician practitioner where diagnostic tests are performed by a licensed Physician or by licensed, certified non-Physician personnel under appropriate Physician supervision. An independent diagnostic testing center must be appropriately registered with the Agency for Health Care Administration and must comply with all applicable Florida laws or laws of the state in which it operates. Further, such an entity must meet our criteria for eligibility as an independent diagnostic testing center.

**In-Network Provider** means any health care Provider who, at the time Covered Services are rendered to you, is under contract with us to provide Covered Services described in this Contract.

**Internal Review Panel** means a panel established by us to review Grievances related to Adverse Benefit Determinations that an admission, availability of care, continued stay, or other Health Care Service has been reviewed and, based upon the information provided, does not meet our requirements for Medical Necessity, appropriateness, health care setting, level of care, or efficacy. This panel consists of Physicians who have appropriate expertise, and who were not previously involved in the initial Adverse Benefit Determination nor do these Physicians report to anyone who was involved in making the initial determination.

**Intensive Outpatient Treatment** means treatment in which an individual receives at least 3 clinical hours of institutional care per day (24-hour period) for at least 3 days per week and returns home or is not treated as an inpatient during the remainder of that 24-hour period. A Hospital shall not be considered a "home" for purposes of this definition.

**In Vitro Fertilization (IVF)** means a process in which an egg and sperm are combined in a laboratory dish to facilitate fertilization. If fertilized, the resulting embryo is transferred to a woman's uterus.

**Licensed Practical Nurse** means a person properly licensed to practice practical nursing pursuant to Chapter 464 of the Florida Statutes, or a similar applicable law of another state.

**Marketplace** means the Health Insurance Marketplace, which is a governmental agency or non-profit entity that meets the applicable standards of the Affordable Care Act and implementing regulations and makes QHPs available to qualified individuals and qualified employers.

**Massage or Massage Therapy** means the manipulation of superficial tissues of the human body using the hand, foot, arm, or elbow. For purposes of this Contract, the term Massage or Massage Therapy does not include the application or use of the following or similar techniques or items for the purpose of aiding in the manipulation of superficial tissues: hot or cold packs; hydrotherapy; colonic irrigation; thermal therapy; chemical or herbal preparations; paraffin baths; infrared light; ultraviolet light; Hubbard tank; or contrast baths.

**Massage Therapist** means a person properly licensed to practice Massage pursuant to Chapter 480 of the Florida Statutes, or similar applicable laws of another state.

**Mastectomy** means the removal of all or part of the breast for Medically Necessary reasons as determined by a Physician.

**Material Misrepresentation** means the omission, concealment of facts or incorrect statements made on any application or Enrollment Forms by an applicant, Covered Person or Contractholder which would have affected your eligibility under this Contract, issuance of different benefits, or issuance of this Contract at a different premium rate had they been known.

**Medical Literature** means peer reviewed literature included in the PubMed/Medline database of the National Library of Medicine.

**Medically Necessary or Medical Necessity** means that, with respect to a Health Care Service, a Provider, exercising prudent clinical judgment, provided, or is proposing or recommending to provide, the Health Care Service to you for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that the Health Care Service was/is:

1. in accordance with Generally Accepted Standards of Medical Practice;
2. clinically appropriate, in terms of type, frequency, extent, site of Service, duration, and considered effective for your illness, injury disease or symptoms;
3. not primarily for your convenience, your family's convenience, your caregiver's convenience or that of your Physician or other health care Provider; and

4. not more costly than the same or similar Service provided by a different Provider, by way of a different method of administration, an alternative location (e.g., office vs. inpatient), and/or an alternative Service or sequence of Services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of your illness, injury, disease or symptoms.

When determining whether a Service is not more costly than the same or similar Service as referenced above, we may, but are not required to, take into consideration various factors including, but not limited to, the following:

- a. the Allowed Amount for Service at the location for the delivery of the Service versus an alternate setting;
- b. the amount we have to pay to the proposed particular Provider versus the Allowed Amount for a Service by another Provider including Providers of the same and/or different licensure and/or specialty; and/or,
- c. an analysis of the therapeutic and/or diagnostic outcomes of an alternate treatment versus the recommended or performed procedure including a comparison to no treatment. Any such analysis may include the short and/or long-term health outcomes of the recommended or performed treatment versus alternate treatments including an analysis of such outcomes as the ability of the proposed procedure to treat comorbidities, time to disease recurrence, the likelihood of additional Services in the future, etc.

**Note:** The distance you have to travel to receive a Health Care Service, time off from work, overall recovery time, etc. are not factors that we are required to consider when evaluating whether or not a Health Care Service is not more costly than an alternative Service or sequence of Services.

Reviews we perform of Medical Necessity may be based on comparative effectiveness research, where available, or on evidence showing lack of superiority of a particular Service or lack of difference in outcomes with respect to a particular Service. In performing Medical Necessity reviews, we may take into consideration and use cost data which may be proprietary.

It is important to remember that any review of Medical Necessity by us is solely for the purpose of determining coverage or benefits under this Contract and not for the purpose of recommending or providing medical care. In this respect, we may review specific medical facts or information pertaining to you. Any such review, however, is strictly for the purpose of determining, among other things, whether a Service provided or proposed meets the definition of Medical Necessity in this Contract as determined by us. In applying the definition of Medical Necessity in this Contract, we may apply our coverage and payment guidelines then in effect. You are free to obtain a Service even if we deny coverage because the Service is not Medically Necessary; however, you will be solely responsible for paying for the Service.

**Medicare** means the two programs of health insurance provided under Title XVIII of the Social Security Act. The two programs are sometimes referred to as Health Insurance for the Aged and Disabled Act. Medicare also includes any later amendments to the initial law.

**Medication Guide** for purposes of this Contract means the guide then in effect issued by us where you may find information about Specialty Drugs, Prescription Drugs that require prior coverage authorization and Self-Administered Prescription Drugs that may be covered under this plan. **Note:** The Medication

Guide is subject to change at any time. Please refer to your member account at [www.floridablue.com](http://www.floridablue.com) for the most current guide or you may call the customer service phone number on your Identification Card.

**Mental Health Professional** means a person properly licensed to provide mental health Services pursuant to Chapter 491 of the Florida Statutes, or a similar applicable law of another state. This professional may be a clinical social worker, mental health counselor or marriage and family therapist. A mental health professional does not include members of any religious denomination who provide counseling Services.

**Mental and Nervous Disorder** means any disorder listed in the diagnostic categories of the International Classification of Disease (ICD-9 CM or ICD-10 CM), or their equivalents in the most recently published version of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders, regardless of the underlying cause, or effect, of the disorder.

**Midwife** means a person properly licensed to practice midwifery pursuant to Chapter 467 of the Florida Statutes, or a similar applicable law of another state.

**Occupational Therapist** means a person properly licensed to practice occupational therapy pursuant to Chapter 468 of the Florida Statutes, or a similar applicable law of another state.

**Occupational Therapy** means Habilitative Services or a treatment that follows an illness or injury and is designed to help a patient learn to use a newly restored or previously impaired function.

**Orthotic Device** means any rigid or semi-rigid device needed to support a weak or deformed body part or restrict or eliminate body movement.

**Out-of-Network Provider** means a Provider who, at the time Health Care Services are rendered to you does not have a contract with us to provide Covered Services described in this Contract.

**Outpatient Rehabilitation Facility** means an entity which renders, through Providers properly licensed pursuant to Florida law or a similar applicable law of another state: outpatient Physical Therapy; Speech Therapy; Occupational Therapy; Cardiac Therapy; and Massage for the primary purpose of restoring or improving a bodily function impaired or eliminated by a Condition. Further, such an entity must meet our criteria for eligibility as an outpatient rehabilitation facility. The term outpatient rehabilitation facility, as used herein, shall not include any Hospital including a general acute care Hospital, or any separately organized unit of a Hospital, which provides comprehensive medical rehabilitation inpatient Services, or rehabilitation outpatient Services, including, but not limited to, a Class III "specialty rehabilitation hospital" described Chapter 59-A, of the Florida Administrative Code or a similar applicable law of another state.

**Pain Management** includes, but is not limited to, Services for pain assessment, medication, Physical Therapy, biofeedback, and/or counseling. Pain management programs feature multidisciplinary Services directed toward helping those with chronic pain to reduce or limit their pain.

**Partial Hospitalization** means treatment in which an individual receives at least 6 clinical hours of institutional care per day (24-hour period) for at least 5 days per week and returns home or is not treated as an inpatient during the remainder of that 24-hour period. A Hospital shall not be considered a "home" for purposes of this definition.

**Per Admission Deductible (PAD)** means the amount of charges, up to the Allowed Amount, for inpatient Covered Services, which you must actually pay, for each Hospital admission to an appropriately licensed

Hospital recognized for payment under this Contract, before our payment for any inpatient Covered Services begins. The Hospital PAD applies regardless of the reason for the admission and is in addition to the Deductible requirement, if applicable.

**Per Visit Deductible (PVD)** means the amount of charges, up to the Allowed Amount, for Covered Services rendered in an outpatient facility, which you must actually pay, for each visit to an appropriately licensed outpatient facility recognized for payment under this Contract, before our payment begins. The PVD applies regardless of the reason for the visit and is in addition to the Deductible requirement, if applicable.

**Physical Therapist** means a person properly licensed to practice Physical Therapy pursuant to Chapter 486 of the Florida Statutes, or a similar applicable law of another state.

**Physical Therapy** means Habilitative Services or the treatment of disease or injury by physical or mechanical means as defined in Chapter 486 of the Florida Statutes or a similar applicable law of another state. Such therapy may include traction, active or passive exercises, or hot or cold therapy.

**Physician** means any individual who is properly licensed by the state of Florida, or a similar applicable law of another state, as a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C), Doctor of Dental Surgery or Dental Medicine (D.D.S. or D.M.D), or Doctor of Optometry (O.D.).

**Physician Assistant** means a person properly licensed to perform surgical first assisting Services pursuant to Chapter 458 of the Florida Statutes, or a similar applicable law of another state.

**Physician Specialty Society** means a United States medical specialty society that represents diplomates certified by a board recognized by the American Board of Medical Specialties.

**Post-Service Claim** means any paper or electronic request or application for coverage, benefits, or payment for a Service actually provided to you (not just proposed or recommended) that is received by us on a properly completed claim form or electronic format acceptable to us in accordance with the provisions of the CLAIMS PROCESSING section.

**Premium** means the total amount required to be paid by the Contractholder to us in order to be covered under this Contract. The Premium is determined on the basis of the applicable Rates, Risk Class and certain demographics of individuals covered under this Contract.

**Prescription** means an order for drugs, Services or supplies by a Physician or other health care professional authorized by law to prescribe such drugs, Services or supplies.

**Prescription Drug** means any medicinal substance, remedy, vaccine, biological product, drug, pharmaceutical or chemical compound which can only be dispensed with a Prescription and/or which is required by state law to bear the following statement or similar statement on the label: "Caution: Federal law prohibits dispensing without a Prescription".

**Pre-Service Claim** means any request or application for coverage or benefits for a Service that has not yet been provided to you and with respect to which the terms of this Contract condition payment for the Service (in whole or in part) on approval by us of coverage or benefits for the Service before you receive it. A pre-service claim may be a Claim Involving Urgent Care. As defined herein, a pre-service claim shall not include a request for a decision or opinion by us regarding coverage, benefits, or payment for a



Service that has not actually been rendered to you if the terms of this Contract do not require (or condition payment upon) approval by us of coverage or benefits for the Service before it is received.

**Primary Care Physician (PCP)** means the Physician who, at the time Covered Services are rendered, was under a primary care physician Provider contract with us. A primary care physician may specialize in internal medicine, family practice, general practice, or pediatrics. Also, a gynecologist or obstetrician/gynecologist may elect to contract with us as a primary care physician.

**Prosthetic Device** means a device which replaces all or part of a body part or an internal body organ or replaces all or part of the functions of a permanently inoperative or nonfunctional body part or organ.

**Prosthetist/Orthotist** means a person or entity that is properly licensed or registered, if applicable, under Florida law, or a similar applicable law of another state, to provide Services consisting of the design and fabrication of medical devices such as braces, splints and artificial limbs prescribed by a Physician.

**Provider** means any facility, person or entity recognized for payment by us under this Contract.

**Psychiatric Facility** means a facility properly licensed under Florida law, or a similar applicable law of another state, to provide for the Medically Necessary care and treatment of Mental and Nervous Disorders. For purposes of this Contract, a psychiatric facility is not a Hospital or a Substance Abuse Facility, as defined herein.

**Psychologist** means a person properly licensed to practice psychology pursuant to Chapter 490 of the Florida Statutes, or a similar applicable law of another state.

**Qualified Health Plan (QHP)** means a health plan that has in effect a certification that it meets the standards of the Affordable Care Act and implementing regulations and is recognized by each the Marketplace through which such plan is offered.

**Rate** means the amount we charge for coverage. The rate will vary depending on the Risk Class of each covered individual.

**Registered Nurse** means a person properly licensed to practice professional nursing pursuant to Chapter 464 of the Florida Statutes, or a similar applicable law of another state.

**Registered Nurse First Assistant** means a person properly licensed to perform surgical first assisting Services pursuant to Chapter 464 of the Florida Statutes or a similar applicable law of another state.

**Rehabilitation Services** means Services rendered for the purpose of restoring function lost due to illness, injury or surgical procedures including but not limited to Cardiac Therapy, pulmonary rehabilitation, Occupational Therapy, Speech Therapy, Physical Therapy and Massage.

**Rehabilitative Therapies** means therapies with the primary purpose of restoring or improving a bodily or mental function impaired or eliminated by a Condition, and include, but are not limited to, Physical Therapy, Speech Therapy, Pain Management, pulmonary therapy or Cardiac Therapy.

**Rescission or Rescind** refers to Florida Blue HMO's action to retroactively cancel or discontinue coverage under this Contract. Rescission does not include a cancellation or discontinuance of coverage with only a prospective effect or a cancellation or discontinuance of coverage that is effective retroactively due to non-payment of Premium.

**Risk Class** is a grouping of Covered Persons who have similar characteristics. For example, Covered Persons who: are the same age; use tobacco products; live in the same geographical area; and who have elected the same benefit plan may be grouped into a Risk Class. The Risk Class of each Covered Person is determined by Florida Blue HMO.

**Self-Administered Prescription Drug** means an FDA-approved Prescription Drug that you may administer to yourself, as recommended by a Physician.

**Service Area** means the geographic area in which Florida Blue HMO has been authorized by the Agency for Health Care Administrations (AHCA) to arrange for the provision of Health Care Services to members. A list of Florida counties in the Service Area is available at:

<http://consumerdirect.bcbsfl.com/cws/plancounties> or you may call the customer service phone number on your ID Card.

**Skilled Nursing Facility** means an institution or part thereof which meets our criteria for eligibility as a skilled nursing facility and which: 1) is licensed as a skilled nursing facility by the state of Florida, or a similar applicable law of another state; 2) is accredited as a skilled nursing facility by The Joint Commission or recognized as a skilled nursing facility by the Secretary of Health and Human Services of the United States under Medicare, unless such accreditation or recognition requirement has been waived by us.

**Sound Natural Teeth** means teeth that are whole or properly restored (restoration with amalgams, resin or composite only); are without impairment, periodontal, or other conditions; and are not in need of Services provided for any reason other than an Accidental Dental Injury. Teeth previously restored with a crown, inlay, onlay, or porcelain restoration, or treated with endodontics, are not sound natural teeth.

**Specialist** means a Physician who limits practice to specific Services or procedures such as surgery, radiology, pathology, certain age categories of patients such as pediatrics, geriatrics, certain body systems such as dermatology, orthopedics, cardiology, internal medicine or types of diseases such as allergy, psychiatry, infectious diseases, oncology. Specialists may have special education and training related to their respective practice and may or may not be certified by a related specialty board.

**Specialty Drug** means an FDA-approved Prescription Drug that has been designated solely by us, as a specialty drug due to special handling, storage, training, distribution requirements and/or management of therapy. Specialty drugs may be Provider administered or self-administered and are identified with a special symbol in the Medication Guide.

**Specialty Pharmacy** means a Pharmacy that has signed a Participating Pharmacy Provider Agreement with us to provide specific Prescription Drug products, as determined by us. In-Network specialty pharmacies are listed in the Medication Guide. The fact that a pharmacy is a participating pharmacy does not mean that it is a specialty pharmacy.

**Speech Therapist** means a person properly licensed to practice speech therapy pursuant to Chapter 468 of the Florida Statutes, or a similar applicable law of another state.

**Speech Therapy** means Health Care Services provided for the treatment of speech and language disorders by a Physician, Speech Therapist or licensed audiologist, including language assessment and language restorative therapy Services.

**Stabilize** shall have the same meaning with regard to Emergency Services as the term is defined in Section 1867 of the Social Security Act.

**Standard Reference Compendium** means (a) the United States Pharmacopoeia Drug Information; (b) the American Medical Association Drug Evaluation; and/or (c) the American Hospital Formulary Service Hospital Drug Information.

**Substance Abuse Facility** means a facility properly licensed under Florida law, or a similar applicable law of another state, to provide necessary care and treatment for Substance Dependency. For purposes of this Contract a substance abuse facility is not a Hospital or a Psychiatric Facility, as defined herein.

**Substance Dependency** means a Condition where a person's alcohol or drug use injures his or her health; interferes with his or her social or economic functioning; or causes the individual to lose self-control.

**Urgent Care Center** means a properly licensed facility that: 1) is available to provide Services to patients at least 60 hours per week with at least 25 of those available hours after 5:00 p.m. on weekdays or on Saturday or Sunday; 2) posts instructions for individuals seeking Health Care Services, in a conspicuous public place, as to where to obtain such Services when the urgent care center is closed; 3) employs or contracts with at least one or more board certified or board eligible Physician and Registered Nurse (RN) who are physically present during all hours of operation. (Physicians, RNs, and other medical professional staff must have appropriate training and skills for the care of adults and children); and 4) maintains and operates basic diagnostic radiology and laboratory equipment in compliance with applicable state and/or federal laws and regulations. For purposes of this Contract, an urgent care center is not a Hospital, Psychiatric Facility, Substance Abuse Facility, Skilled Nursing Facility or Outpatient Rehabilitation Facility.

**Zygote Intrafallopian Transfer (ZIFT)** means a process in which an egg is fertilized in the laboratory and the result zygote is transferred to the fallopian tube at the pronuclear stage (before cell division takes place). The eggs are retrieved and fertilized on one day and the zygote is transferred the following day.