



An Independent Licensee of the  
Blue Cross and Blue Shield Association

SANTA ROSA CO BD OF CO COMM  
ATTN TAMMY SELF  
6495 CAROLINE ST STE I  
MILTON FL 32570-4592

**Thanks for choosing Florida Blue!** See the enclosed **Welcome brochure** for everything you need to get the most value from your health plan. For plan info on the go, download the Florida Blue app or log in to your account at [floridablue.com](http://floridablue.com).

Health Insurance is offered by Blue Cross and Blue Shield of Florida, Inc., D/B/A Florida Blue. HMO coverage is offered by Health Options, Inc., D/B/A Florida Blue HMO, an HMO affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.



## **Section 1557 Notification: Discrimination is Against the Law**

We comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

We provide:

- Free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Health and vision coverage: 1-800-352-2583
- Dental, life, and disability coverage: 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminate on the basis of race, color, national origin, disability, age, sex, gender identity or sexual orientation, you can file a grievance with:

### **Health and vision coverage (including FEP members):**

Section 1557 Coordinator  
4800 Deerwood Campus Parkway, DCC 1-7  
Jacksonville, FL 32246  
1-800-477-3736 x29070  
1-800-955-8770 (TTY)  
Fax: 1-904-301-1580  
section1557coordinator@floridablue.com

### **Dental, life, and disability coverage:**

Civil Rights Coordinator  
17500 Chenal Parkway  
Little Rock, AR 72223  
1-800-260-0331  
1-800-955-8770 (TTY)  
civilrightscordinator@fclife.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, by mail or phone at:

### **U.S. Department of Health and Human Services**

200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019  
1-800-537-7697 (TDD)  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

**ATENCIÓN:** Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

**ATANSYON:** Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

**CHÚ Ý:** Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

**ATENÇÃO:** Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

**注意:** 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-352-2583 (TTY: 1-800-955-8770)。FEP: 請致電 1-800-333-2227

**ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

**PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

**ВНИМАНИЕ:** Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-352-2583 (رقم هاتف الصم والبكم: 1-800-955-8770). اتصل برقم 1-800-333-2227.

**ATTENZIONE:** Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

**ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

**주의:** 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

**UWAGA:** Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

**સુચના:** જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે. ફોન કરો **1-800-352-2583 (TTY: 1-800-955-8770)**. FEP: ફોન કરો **1-800-333-2227**

ประกาศ: ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรศัพท์ 1-800-352-2583 (TTY: 1-800-955-8770) หรือ FEP โทร 1-800-333-2227

**注意事項:** 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583 (TTY: 1-800-955-8770) まで、お電話にてご連絡ください。FEP: 1-800-333-2227

**وجه:** اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود. با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

**Baa ákoninzin:** Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojj' hodíílnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojji' hodíílnih 1-800-333-2227.

# BlueScript® Pharmacy Program

## Schedule of Benefits

This Pharmacy Program Schedule of Benefits is part of the Pharmacy Program described in the PRESCRIPTION DRUG PROGRAM section of your Benefit Booklet, both of which should be reviewed carefully. For a list of In-Network Pharmacies, you may contact our local office or access the most recent provider directory at [www.floridablue.com](http://www.floridablue.com).

Amounts listed below are the Cost Share amounts **you pay**.

BENEFIT DESCRIPTION	IN-NETWORK (INN) PHARMACY	OUT-OF-NETWORK (OON) PHARMACY
<b>Preferred Generic Prescription Drugs and Covered OTC Drugs purchased from:</b>		
<b>Retail Pharmacy</b> – For up to a One-Month Supply	\$15 Copay	50%
<b>Specialty Pharmacy</b> - For up to a One-Month Supply	\$15 Copay	50%
<b>Mail Order Pharmacy</b> – For up to a Three-Month Supply	\$40 Copay	50%
<b>Preferred Brand Name Prescription Drugs and Supplies purchased from:</b>		
<b>Retail Pharmacy</b> – For up to a One-Month Supply	\$30 Copay	50%
<b>Specialty Pharmacy</b> - For up to a One-Month Supply	\$30 Copay	50%
<b>Mail Order Pharmacy</b> – For up to a Three-Month Supply	\$75 Copay	50%
<b>Non-Preferred Prescription Drugs or Supplies purchased from:</b>		
<b>Retail Pharmacy</b> – For up to a One-Month Supply	\$50 Copay	50%
<b>Specialty Pharmacy</b> - For up to a One-Month Supply	\$50 Copay	50%
<b>Mail Order Pharmacy</b> – For up to a Three-Month Supply	\$125 Copay	50%

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

- Cost Share amounts you pay under this Pharmacy Program will not apply to the Out-of-Pocket Maximum on your health plan.
- If you or your Provider request a Brand Name Prescription Drug when there is a Generic Prescription Drug available; you will be responsible for:
  1. 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 this Schedule of Benefits; **and**
  2. 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 2 above is a benefit penalty and therefore does not help to satisfy your Deductible or Out-of-Pocket Maximums.

- Specialty Drugs are only covered when purchased from the Specialty Pharmacy and only up to a One-Month Supply.
- Some Specialty medications 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.
- You can get up to a Three-Month Supply of a Covered Prescription Drug or Covered Prescription Supply (except Specialty Drugs) from a retail In-Network Pharmacy, if the Prescription is written for a Three-Month Supply. Specialty Drugs are covered only up to a One-Month Supply.
- Specialty Drugs, as designated in the Medication Guide, are not covered when purchased through the Mail Order Pharmacy.

# BlueChoice

For Large Groups Master Policy

PREVIEW

**Florida Blue** 

In the pursuit of health<sup>®</sup>

**This Policy Contains a Deductible Provision**

Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

PREVIEW



# BlueChoice

For Large Groups Master Policy



*Patrick J. Geraghty*

Patrick J. Geraghty  
Chief Executive Officer

For Customer Service Assistance: 800-FLA-BLUE

**Florida Blue** 

In the pursuit of health®  
4800 Deerwood Campus Parkway  
Jacksonville, Florida 32246

Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

PREVIEW

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PREVIEW

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# ADMINISTRATIVE PROVISIONS

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## Introduction

Thank you for choosing Florida Blue, a leader in health care financing solutions for over 50 years. **BlueChoice** combines the benefits of a preferred provider organization network ("PPO") and a traditional insurance program. If you are an employer and have purchased this coverage for your employees and their covered dependents, you have established an employee welfare benefit plan ("Group Plan"). This Group Master Policy (herein "Policy") will evidence the existence of the Group Plan and describes the rights and obligations which you and Florida Blue have with respect to the coverage and/or benefits to be provided by us.

References to "we", "us", "our" and "Florida Blue" throughout this Policy refer to Blue Cross and Blue Shield of Florida, Inc.

In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Benefit Booklet (herein "Booklet"), a copy of which is made a part of this Policy. The health care coverage and benefits to be provided under this Policy are subject to all the requirements set forth in this Policy, including the Booklet and any Endorsements issued by us.

This Policy is divided into two parts. The first part contains various administrative and other provisions relating to your agreement with us. You should make sure that you read and understand these provisions as they describe important obligations applicable to you and us. The second part of the Policy is the Booklet. The Booklet describes the coverage, benefits, exclusions, and limitations under this Policy. The Booklet includes the Schedule of Benefits, any applicable Enrollment Forms and any Endorsements to the Booklet or Policy. Any Endorsements issued by us modifying the Booklet or the first part of this Policy are also part of this Policy.

If you have questions or complaints, please call our customer service department at 800-FLA-BLUE.

## Definitions

Certain terms defined in the first part of the Policy are also used and defined (for the convenience of Covered Persons) in the Booklet. 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. In addition to the definitions set forth in the Booklet, the following terms apply to this Policy:

**Anniversary Date** means the date, one year after the Effective Date, stated on the Group Application and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

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

**Covered Employee** means an Eligible Employee, or other individual, who continues to meet all applicable eligibility requirements described in the ELIGIBILITY FOR COVERAGE section of the Booklet and who is enrolled, and actually covered, under the Policy other than as a Covered Dependent.

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

**Effective Date** for the Group means 12:01 a.m. on the date specified on the Group Application and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the ENROLLMENT AND EFFECTIVE DATE OF COVERAGE section of the Booklet.

**Eligible Dependent** means an individual who meets and continues to meet all of the eligibility requirements described in the ELIGIBILITY FOR COVERAGE section in the Booklet.

**Eligible Employee** means an individual who meets and continues to meet all of the eligibility requirements described in the ELIGIBILITY FOR COVERAGE section of the Booklet and is eligible to enroll as a Covered Employee. An Eligible Employee is not a Covered Employee until actually enrolled and accepted for coverage as a Covered Employee by us.

**Enrollment Forms** means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Policy.

**Grace Period** means the ten-day period beginning on the date the Premium is due.

**Group** means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us

**Note:** References to "you" or "your" throughout the first part of the Policy also refer to the Group. References to "you" or "your" in the Booklet refer to Eligible Employees, Eligible Dependents, Covered Employees and/or Covered Dependents depending on the context and intent of the specific provision.

**Group Master Policy** or **Policy** means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Person. The Policy includes the Booklet, the Schedule of Benefits, the Group Application, Enrollment Forms, and any Endorsements to the Booklet or the Policy.

**Premium** means the amount required to be paid by the Group to us in order for there to be coverage under the Policy.

**Value-Based Program** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

**Waiting Period** means the period of time specified on the Group Application, if any, which must be met by an individual before that individual is eligible to enroll for coverage under this Policy.

## **Term of Policy**

This Policy shall become effective as of the Effective Date provided that

1. we accept your Group Application; and
2. you pay the required initial Premium specified by us.

This Policy shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Policy shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. at least 45 days prior to such Anniversary Date, you notify us that you do not want the Policy to automatically renew; or
2. it is terminated as permitted by its terms.

If this Policy renews as specified above, all of its terms and provisions (including the Premium due) shall govern coverage, as of the Anniversary Date, unless we give written notice of a modification or revision to you at least 45 days prior to the Anniversary Date. In the event we give such written notification, you may elect not to renew this Policy effective as of the Anniversary Date by giving us written notice prior to the Anniversary Date. If you do not give us written notice as required, this Policy shall renew on the Anniversary Date with the modified or revised terms. Nothing in this subsection shall prohibit us from

amending, at the time of renewal, the coverage and/or benefits to be provided by us. We may modify the Premium at any time in accordance with the applicable provisions of this Policy.

### **Prior Carrier Responsibilities under an Extension of Benefits**

Your prior carrier, if any, may be required to provide certain benefits to certain individuals covered by this Policy under an extension of benefits provision. We are not responsible for the payment of any claims which are payable under any extension of benefits provision in the prior carrier's plan.

### **Commencement of Coverage**

Our coverage in accordance with the terms of this Policy begins on the Effective Date (see the ENROLLMENT AND EFFECTIVE DATE OF COVERAGE section in the Booklet). We are not required to pay for health care expenses incurred prior to the Effective Date.

### **Voluntary Termination by the Group**

You may terminate this Policy at any time by giving us at least 45 days prior written notice. Coverage will not be provided on or after such termination date. Nothing in this subsection shall affect a Covered Person's right to an extension of benefits, if applicable, in accordance with the Extension of Benefits subsection in the Booklet.

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

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

1. You do not pay Premiums in accordance with its terms 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.
3. You do not comply with a material provision which relates to rules for Group contributions or Covered Employee participation.

If we decide to terminate or not renew this Policy based on one or more of the circumstances mentioned above, we will give you at least 45 days advance written notice, except in the case of non-payment of Premiums. Refer to the Termination by us for Non-Payment of Premium subsection.

### **Termination Based On Discontinuation of Form**

We may decide to discontinue this form, which means this Policy is terminated, but may do so only if:

1. we cease to offer this form in the large group market in accordance with 627.6571 of the Florida Statutes;
2. we provide notice to all groups having coverage under this form of the discontinuation of this form at least 90 days prior to the date of non-renewal; and
3. we offer to all groups having coverage under this form the option to purchase any other insurance form currently being offered by us in the large group market.

### **Termination Based on Discontinuation of all Policies in Large Group Market**

We may terminate this Policy if we elect to terminate all of the policies we have issued in the large group market in this state. In that case, we will provide notice, at least 180 days prior to the date of

non-renewal, to the Office of Insurance Regulation and to all large groups and each Covered Employee. If we terminate coverage pursuant to this provision, any unused Premium will be returned to you.

### **Termination by us for Non-payment of Premium**

This Policy will automatically terminate as of the applicable Premium due date if we do not receive the Premium payment prior to the end of the Grace Period.

In the event of such termination, you are obligated to pay the following:

1. any portion of the Premium due for coverage provided by us prior to termination;
2. the amount of any payments made by us for health care expenses incurred by persons who were covered under the Policy as of the termination date; and
3. for any amounts otherwise due us.

We will mail a written notification to you within 45 days after the date the Premium is due, that this Policy has terminated. This notification will tell you the reasons for termination.

### **Notification of Termination to Covered Employees**

It is your obligation to immediately notify each Covered Employee of any such termination of this Policy for any reason other than a discontinuation of all Policies in the large group market.

### **Representations Made by, and Obligations of, the Group**

In agreeing to provide coverage in accordance with the terms of this Policy, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to the Policy. Consequently, every act by, agreement with, or notice given to you, will be binding on all Covered Persons. You agree that you shall offer to all Eligible Employees the opportunity to become a Covered Employee under this Policy. While you may require a Covered Employee to pay a portion of the Premium due us, you agree that you shall contribute toward the cost of coverage which you purchased.

### **Effective Date for Eligible Employees**

Subject to the eligibility requirements set forth in the ELIGIBILITY FOR COVERAGE section in the Booklet (and any amendments or Endorsements), an Eligible Employee becomes eligible for coverage on the next Premium due date following the satisfaction of any Waiting Period established by you, provided the appropriate Enrollment Form is submitted to us within 30 days of the date the Eligible Employee first meets the applicable eligibility requirements. The designated Waiting Period is shown on the Group Application which you submitted to us.

### **Your Obligation to Report Contribution Rate and Changes**

If one or more of your plans is considered a "grandfathered health plan" as that term is used under the federal law known as the Patient Protection and Affordable Care Act (PPACA), you agree to provide us with the following information regarding each plan:

1. your current contribution rates by tier of coverage;
2. your contribution rates by tier of coverage that were effective on March 23, 2010; and
3. any changes you make to your contribution rates by tier at any time during the term of this Policy.  
You must report any such contribution rate change to us with at least 30 days advance written notice.

This information is required by PPACA so that we can verify that you continue to maintain grandfathered status. Remember, any change that results in a reduction in contribution by tier of greater than 5 percentage points will cause a loss in grandfathered health plan status.

## **Employer agreement to transfer upon termination of grandfathered health plan status**

You understand and agree that upon loss of grandfathered health plan status Florida Blue shall, at our sole discretion, either, (1) modify your current health plan to comply with the provisions of PPACA applicable to non-grandfathered health plans; or (2) transfer your health plan to a comparable health plan that is already non-grandfathered. Such modification or transfer shall take place on the date specified by Florida Blue and may include modified rates.

You agree that any action you take that causes a loss in grandfathered health plan status constitutes automatic consent for Florida Blue to modify your coverage or transfer your group health plan to a comparable group health plan, as described in the paragraph above. You further agree to any rate change associated with the change in your coverage as a result of the loss of grandfathered health plan status.

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## **PAYMENT PROVISIONS**

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### **Monthly Invoice**

We will prepare a monthly invoice of the Premium which is due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility on or before the date that the individual is, or will become, ineligible. If a Covered Person becomes ineligible for coverage for any reason, you are specifically required to provide written notice to us of such ineligibility no later than 10 days after such ineligibility. In the event that you do not comply with the notice requirements, you shall be liable to us for the Premium due for any individual for which we make claims payments under this Policy.

You must pay the total amount of the invoice, minus any deletions for Covered Persons who became ineligible for coverage during the current month. Do not add names to an invoice, change coverage, or pay for an employee whose name does not appear on the invoice. No changes can be made to an invoice unless an applicable signed Enrollment Form is on file and submitted to us.

Other than as specifically set forth in this Policy, we are not obligated to provide coverage or benefits for any individual(s) for whom Premium has not been received by us in advance or to refund Premiums paid on behalf of any individual who was then listed on our Enrollment Records as a Covered Person.

### **Premium Payment Due Date**

The first Premium payment is due before the Effective Date of the Policy. Each following Premium payment is due monthly unless you agree with us on some other method and/or frequency of Premium payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply, unless you agree with us to have the 15th day of each month as the Premium payment due date.

### **Grace Period**

This Policy has a ten-day Premium payment Grace Period which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium



payments are not received by the end of the Grace Period, coverage will automatically terminate effective as of the applicable due date.

### **Changes in Premium**

We may modify the amount of Premium at any time after the initial term. However, if the benefits or the composition of the Group are changed, we may modify the Rates during the initial 12-month period. We will provide at least 45 days prior written notice to you of any such change. Premium payments submitted to us following receipt of any such written notice of change constitutes your acceptance of any such change. You must immediately notify each Covered Employee of any such change which affects his or her financial contribution requirement.

If an increase in Premium takes place on a date other than the Premium payment due date, a pro-rated increase will be applied from the date of the increase to the next payment due date. If a decrease in Premium takes place on a date other than the Premium payment due date, a pro-rated credit will be applied from the date of the decrease to the next Premium payment due date.

### **Incorrect Premium Payment**

Any Premium adjustment made due to the correction of an error in the Premium payments will be made without interest after the facts are made known to us.

### **Other Rules Regarding the Payment of Premiums**

1. In the event we do not receive Premium payment prior to the applicable due date, we reserve the right to suspend payment of claims for Health Care Services rendered to a Covered Person, on or after the applicable Premium due date.
2. We are not required to retroactively terminate this Policy or coverage for any Covered Person.
3. If full payment of the Premium is not paid when due, this Policy will automatically terminate as of the applicable Premium payment due date, provided notification is sent to you within 45 days after the date the Premium is due.

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## **GENERAL PROVISIONS**

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### **Administration**

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you.

### **Assignment and Delegation**

You may not assign, delegate or otherwise transfer this Policy and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate or otherwise transfer this Policy to our successor in interest or an affiliated entity without your consent at any time.

### **Benefit Booklet**

We will provide a Benefit Booklet and ID Card for each Covered Employee. The Benefit Booklet will describe the coverage and/or benefits to be provided to Covered Persons by us.

## **Changes to the Policy**

No person may change, modify, or revise the written terms or provisions of this Policy unless such change is made by a written Endorsement signed by one of our duly authorized officers. This is the only manner in which a change may be made to this Policy. For example, no employee or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Policy except as stated in the first sentence of this paragraph.

## **Enrollment Records**

### **Furnishing and Maintaining Enrollment Records**

You must provide any information required by us for the purpose of creating and maintaining accurate enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Employee must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

### **Errors or Delays**

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force, or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements. You are liable to us for any claims payments made by us on behalf of any individual who was not eligible for coverage at the time the Health Care Service was rendered.

## **Entire Agreement**

This Policy sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon all Covered Persons, the parties, and any of their 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 Policy, which includes the terms of coverage and/or benefits set forth in the Booklet, Schedule of Benefits and any Endorsements.

## **Financial Responsibilities of the Group**

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for Health Care Services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation and support of such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in the Monthly Invoice subsection, you shall be solely liable to us, to the extent of any payment made on behalf of such individual, for Health Care Services rendered subsequent to the date notice of a Covered Person's termination was due.

## **Grandfathered Health Plan Indemnification**

There are certain actions that are solely within your control, as the employer, that can cause a loss in grandfathered health plan status. As such, if you wish to retain grandfathered health plan status, please recognize that we make no representations that your group health plan will retain grandfathered health

plan status where you take unilateral action that may cause a loss in grandfathered health plan status. For example, if you:

1. reduce your contribution percentage by more than 5%;
2. acquire another corporation, or merge another corporation into your health plan solely to add enrollees to your health plans; and/or
3. transfer employees from one health plan to another with no bona fide employment-based reason for the transfer;

You will likely lose your grandfathered health plan status. Since we have no control over the above actions and other such unilateral actions identified in the grandfathering health plan interim final regulations found at 75 FR 34537 (June 17, 2010), as may be amended from time to time, we disclaim all responsibility for compliance with grandfathering health plan rules for such unilateral actions.

You agree to indemnify Florida Blue for any and all penalties and/or fines and costs associated therewith for such unilateral actions taken by you that cause a loss in grandfathered health plan status. We encourage you to read the grandfathering health plan rules and work with your attorney to ensure compliance with such rules.

### **Indemnification**

You shall hold harmless and indemnify Florida Blue against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with, any of your acts or omissions, or acts or omissions of any of your employees or agents, in the performance of your obligations under this Policy. We are not your agent, nor are you our agent for any purpose.

### **Medical Loss Ratio Rebates**

Federal law requires that Florida Blue return that portion of premiums where Florida Blue's claims and quality improvement costs fall below a specified minimum Medical Loss Ratio (MLR) for the entire large group market. This return of premium is known as a "rebate". MLR is determined by the federal government and sets a minimum percentage of total premiums that must be attributed to claims and quality improvement expenses. This is calculated in accordance with Section 2718 of the Public Health Services Act ("PHSA"), as added by the Patient Protection and Affordable Care Act (the "ACA" or the "Act") and any promulgated regulations. While we make every effort to meet such MLR, there may be times when we will rebate a portion of the Premium amount to you and/or your Covered Employees in accordance with federal law. Currently, such rebates, if any, are payable by the date specified by the federal government of the year following the Calendar Year in which our MLR exceeds the then current federal threshold required by Section 2718 of the Act.

In order to properly rebate that portion of Premiums due under federal law you and/or your Covered Employees agree to the following:

1. You, or your authorized representative (e.g., agent, broker, etc.), shall timely cooperate with us in determining that portion of rebate due you and provide all required information for determining your employer size under federal law. This may require you, or your authorized representative, to complete written or electronic questionnaires and report on amounts you may be required to rebate to Covered Employees under paragraph 3, below. Required information may include, but is not limited to, your employee and former employee addresses, whether Premium contributions are collected pre or post tax, and employee social security numbers.
2. You agree that we have the sole right to determine to whom rebates are due and how such rebates shall be provided, e.g., in the form of future Premium credits, by check, or debit card.
3. You agree that Florida Blue has the sole right to choose to whom the rebate will be paid. As such, we may rebate the entire amount due to you or choose to rebate the entire amount to your Covered

Employees, including your portion of the rebate based upon your contribution toward coverage. Should we choose to rebate the entire amount due to you, you agree to the following:

- a) If the Group Plan is subject to the Employee Retirement Income Security Act of 1972 ("ERISA"), then you will use the rebate in accordance with the terms of your Plan Document as that term is defined in ERISA, and treat the rebated amount as a Plan Asset as that term is defined in ERISA;
  - b) If the Group Plan is not subject to ERISA, you attest, acknowledge and agree that you shall use the rebates for the benefit of the Covered Employees of your Group Plan. You agree to use the rebates in one of the following three ways:
    - i. To reduce subscribers' portion of the annual premium for the subsequent policy year for all subscribers covered under any group health plan offered by the group;
    - ii. To reduce subscribers' portion of the annual premium for the subsequent policy year for only those subscribers covered by the group health plan on which the rebate was based; or
    - iii. To provide a cash refund only to subscribers that were covered by the group health plan on which the rebate is based.
  - c) You shall timely cooperate with any data reporting requirements that we may have for reporting to the federal government the amounts rebated to you and your employees.
4. If we choose to rebate to your Covered Employees directly, you agree that you shall not contest in any formal way, e.g. litigation, our choice to rebate to employees directly. Furthermore, you agree that Florida Blue may, in its sole discretion, choose to treat amounts that may be due you as "unclaimed" as that term is defined under any promulgated regulations related to Section 2718 of the Act. If we choose to treat the amount due as "unclaimed", you shall have the right, at any time prior to escheat to the state, to provide the information in paragraph 1 to allow for proper return of such amounts as required by Section 2718 of the Act.
5. You acknowledge and agree that you, or your authorized representative, shall certify all information as true and correct as may be required by us on any forms provided for provision of the requested information in paragraphs 1 through 4 above.

You recognize and agree that this section shall apply to all rebates returned to you on or after June 1, 2012, regardless of which Calendar Year the rebate reflects.

You recognize that appropriately rebating amounts due you and your employees under this section is both complex and requires significant support from you. Failure to correctly rebate may result in fines and/or other penalties being imposed on us. If we are fined for failure to provide rebates, failure to provide rebates in a timely fashion, or failure to provide the appropriate rebates and such fines and/or penalties result from your failure to comply with the provisions of paragraphs 1 through 4, above, you agree to indemnify Florida Blue for any such fines, penalties, interest or other amounts due, including any additional rebates due as a result of improper rebating based upon information you provided or failed to provide in accordance with this process. You agree to provide such amounts to us in accordance with any required timeframe imposed upon us by the government for such failure.

## **Membership Provision**

As a holder of an insurance policy issued by us, you are a member of our parent company, GuideWell Mutual Holding Corporation ("GuideWell"). As such you have all the rights, privileges, and obligations provided in the Articles of Incorporation and Bylaws of GuideWell as currently in force and as may be amended from time to time, including the right to elect GuideWell's Board of Directors. You will not be able to transfer your membership interest in GuideWell and your membership interest in GuideWell will terminate automatically upon the lapse or termination of your insurance policy. Separate certificates evidencing your membership interests in GuideWell will not be issued.

An annual meeting of the members shall be held for the purpose of electing the Board of Directors and transacting such other business as may be properly brought before the meeting.

At all meetings of our members, each member shall be entitled to cast a number of votes equal to the amount of Premiums attributed to such member in the month immediately preceding the meeting's record date, as determined by us (e.g., a Premium of \$27.36 in that month will be equal to 27.36 votes).

Members may vote in person or by submitting a proxy in accordance with the voting instructions provided by us before the meeting.

## **Representations on the Group Application and the Enrollment Forms**

We rely on the information you and your Eligible Employees provide to determine: whether to issue coverage; the appropriate Rate and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Group Application and the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Policy if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

## **Rescissions**

You represent that any eligibility and status changes you request are compliant with and permissible under applicable state and federal law, including the Patient Protection and Affordable Care Act ("ACA") and subsequent regulations. For example, Section 2712 of the Public Health Services Act ("PHSA"), as added by the ACA prohibits canceling the policy of an employee and/or their dependent(s) for any period during which a Premium was collected from the employee and/or their dependent.

You hereby agree not to collect any Premium from an employee and/or their dependent(s) for a coverage period occurring after the date their policy terminates. When submitting cancellation requests to us, you represent that you have not collected any Premium from the canceled employee(s) and/or their dependent(s) for coverage after the requested termination date.

## **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/or benefits to be provided by us, or obligations due, under this Policy.

## **Service Mark**

You, on behalf of the Group and its Covered Employees, hereby expressly acknowledge your understanding that the Policy 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 of the Association. You further acknowledge and agree that you have not entered into the Policy 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 the Policy. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Policy.

## **Summary of Benefits and Coverage**

Section 2715 of the Public Health Services Act ("PHSA"), as added by the Patient Protection and Affordable Care Act and any promulgated regulations and guidance ("SBC Rules") require group health plans, group health plan administrators, and health insurers offering group health coverage to provide a Summary of Benefits and Coverage ("SBC"). An SBC must be provided to your employees and their dependents, at the following times, and under the following circumstances:

1. upon application for coverage;
2. by the first day of coverage (if there are changes to the SBC after application);
3. to special enrollees;
4. upon renewal; or
5. upon request for an SBC or summary information about health coverage.

Additionally, when a material modification (as defined under section 102 of ERISA) is made to the terms of a plan or coverage occurring outside a renewal or reissuance that would affect the most recently provided SBC, notice must be provided to each person covered under such plan 60 days in advance of the change.

Florida Blue will provide you or your designated representative or agent with an SBC for each Florida Blue benefit plan you offer, for you to distribute to your Eligible Employees and their dependents in accordance with the following:

1. You agree to provide an SBC to your Eligible Employees and their dependents as required by the SBC Rules, within the required time frames, and in compliance with the delivery rules, including electronic delivery requirements. The SBC Rules only require providing an SBC to dependents if they live at a different address than the employee.
2. You agree to distribute the SBC in the manner and appearance as specified in the SBC Rules. For example, the SBC must be provided either (1) as a stand-alone document; or (2) in combination with other summary materials (such as a Summary Plan Description (SPD)). The SBC must be intact and prominently displayed at the beginning of any other summary materials (such as immediately after the table of contents in an SPD).
3. You agree to provide a complete and accurate SBC with respect to each benefit plan you offer to your Eligible Employees and their dependents. For example, you are responsible for creating an SBC for any benefits not covered by Florida Blue. To the extent the SBC Rules require you to incorporate such information into a single SBC document you are responsible for incorporating all such information into a single SBC and providing it to your Covered Employees and Eligible Employees and their dependents.
4. You agree to provide notice to your Covered Employees and their dependents 60 days prior to a material modification that affects the most recently provided SBC.
5. You agree to retain records related to the delivery of the SBCs and compliance with the SBC Rules. These records must be made available to Florida Blue for inspection and copying upon request.
6. You agree to indemnify and hold Florida Blue harmless from any damages, loss, action, claim or suit, including court costs and attorney fees, arising from, or related to, your failure to provide a complete, accurate and timely SBC to your Covered Employees and Eligible Employees and their dependents in accordance with the SBC Rules.

### **Third Party Beneficiary**

This Policy was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Policy shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Policy, including the Benefit Booklet, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care Providers that have not entered into contracts with Florida Blue to participate in Florida Blue's Provider networks shall not be third-party beneficiaries under this Policy, including the Benefit Booklet.

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## MEDICARE SECONDARY PAYER PROVISIONS

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In order to ensure compliance with the applicable Medicare laws, you are required to advise us, without delay, of any Covered Person who will be, or is, covered under Medicare prior to or immediately following the date such Covered Person becomes so covered (e.g., prior to the Covered Person's 65th birthday). Additionally, you are required to advise us, without delay, of the Medicare status of any Medicare beneficiary who applies for coverage, prior to such individual's Effective Date. **You shall indemnify and hold us harmless to the extent of any liability, including attorney fees and costs, that result directly or indirectly from your failure to so advise us.**

In any circumstances under which the Medicare statute requires that Coverage under the Policy be primary for any Covered Person, you MAY NOT offer, subsidize, procure or provide a Medicare supplement policy to such Covered Person. Also, you MAY NOT induce such Covered Person to decline or terminate his or her group health coverage and elect Medicare as primary payer.

**Note:** You are subject to the federal laws described in this section. Individuals with questions regarding their rights under those laws should direct their questions to you.

### Working Elderly

If you employ 20 or more persons for 20 or more weeks of the current or preceding Calendar Year, or if you are a member of a multi-employer group health plan that includes at least one employer with 20 or more employees, this Policy provides primary coverage for employees and/or their spouses, age 65 or older, who are covered under this Policy, pursuant to the following terms:

1. You shall provide us, without delay, the names of employees, age 65 or older:
  - a) who are covered under the Policy;
  - b) who are employed (not retired);
  - c) who have not elected Medicare as primary payer of their health insurance claims; and
  - d) who are not eligible for Medicare due to end stage renal disease (ESRD).
2. You shall provide us, without delay, the names of spouses, age 65 or older, of current employees of any age:
  - a) who are covered under the Policy;
  - b) who have not elected Medicare as primary payer of their health insurance claims; and
  - c) who are not eligible for Medicare due to ESRD.

The names required to be provided as set forth above, along with any other identifying information requested by us, shall be provided to us on or before the 65th birthday of the employee or spouse or on or before such later date when the individual enrolls with us.

3. For an enrolled individual who meets one of the descriptions set out in paragraphs 1 or 2 above, we will provide group health coverage, as set forth in the Booklet, on a primary basis beginning with the first day of the month in which the individual attains age 65 or the date of enrollment, if the individual is 65 or over at the time of enrollment.
4. Individual entitlement to primary coverage under this subsection will terminate automatically:
  - a) for a current employee, age 65 or older, when he or she elects Medicare as the primary payer or when he or she becomes eligible for Medicare due to ESRD;

- b) for the spouse, age 65 or older, of a current employee of any age, when the spouse elects Medicare as the primary payer or when the spouse becomes eligible for Medicare due to ESRD.

You are required to provide us, without delay, the names of any current employees or spouses of such employees, age 65 or older, who choose Medicare as primary payer of their health insurance claims or who become eligible for Medicare due to ESRD.

Under Medicare, you MAY NOT offer, subsidize, procure or provide a Medicare supplement insurance policy to such individual. Also, you MAY NOT induce such individual to decline or terminate his or her group health coverage and elect Medicare as his or her primary payer.

5. Entitlement of the employee and/or spouse to primary coverage under this subsection will terminate automatically when:
  - a) the employee retires; or
  - b) the employee no longer meets the employer eligibility requirements.

You are required to notify us, without delay, of the retirement or reduction to a part-time schedule of any employee who has received primary coverage pursuant to this subsection or whose spouse has received primary coverage pursuant to this Working Elderly subsection.

6. The primary coverage described in this subsection will not be provided in the case of a group that is a member of a multi-employer group health plan where that group has fewer than 20 employees and the plan has elected treatment of that group's employees under the exception for small employers described at 42 U.S.C. §1395y(b)(1)(A)(iii).

**Note:** You must immediately report to us changes in the number of employees any time the number of employees goes below or above 20, including pertinent changes in multi-employer group health plans.

### **Individuals with End Stage Renal Disease**

Primary coverage is provided for your current and former employees and/or their dependents who are covered under this Policy and who are entitled to Medicare coverage because of end stage renal disease ("ESRD"), pursuant to the following terms:

1. You are required to provide us, without delay, information, including, but not limited to, the following:
  - a) the names of any individuals who are or will be undergoing a regular course of renal dialysis;
  - b) the names of any individuals who will receive or already have received a kidney transplant;
  - c) the beginning date of such dialysis or the date of such transplant;
  - d) the individual's date of birth, gender, and social security number;
  - e) health insurance claim number;
  - f) relationship of each covered individual to the employee (i.e., employee, employee's spouse, or employee's dependent child);
  - g) reason for Medicare entitlement;
  - h) Medicare Part A effective date;
  - i) employee's social security number;
  - j) employee's contract number;
  - k) current employment status;
  - l) coverage Effective Date;
  - m) coverage termination date;
  - n) group number;



- o) benefits provided (i.e., hospital benefits only, medical benefits only, or all other); and,
  - p) type of coverage provided (i.e., self, family, etc.).
2. For an enrolled individual who is entitled to Medicare coverage because of ESRD, we will provide group health coverage, as set forth in the Booklet, on a primary basis for 30 months beginning with the earlier of:
- a) the month in which the individual became entitled to Medicare Part A ESRD benefits; or
  - b) the first month in which the individual would have been entitled to Medicare Part A ESRD benefits if a timely application had been made.

If Medicare was primary prior to the individual becoming eligible due to ESRD, then Medicare will remain primary (i.e., persons entitled due to disability whose employer has less than 100 employees, retirees and/or their spouses over the age of 65). If group health coverage was primary prior to ESRD entitlement, the Group will remain primary for the ESRD coordination period. For individuals eligible for Medicare due to ESRD, we will provide group health coverage, as set forth in the Booklet, on a primary basis for 30 months.

Under Medicare, you MAY NOT offer, subsidize, procure or provide a Medicare supplement policy to such individual or induce such individual to decline or terminate his or her group health coverage and elect Medicare as his or her primary payer.

### **Disabled Active Individuals**

Florida Blue provides primary coverage to Covered Persons who are covered under this Policy if:

- 1. you are a part of a health plan that has covered employees of at least one employer of 100 or more full-time or part-time employees on 50% or more of its regular business days during the previous Calendar Year; and
- 2. the Covered Persons are entitled to Medicare coverage because of disability (unless they have ESRD).

Primary coverage, if any, under this subsection of this Policy is also subject to the following terms:

- 1. You are required to provide us, without delay, with the names of any Covered Persons covered under this Policy, who are entitled to Medicare coverage because of disability (other than those with ESRD), and who have not elected Medicare as primary payer of their health insurance claims, along with any other identifying information requested.
- 2. For such Covered Person, we will provide group health coverage, as set forth in the Booklet, on a primary basis during any month in which that individual meets the description set out in paragraph 1 above.
- 3. Individual entitlement to primary coverage under this subsection will terminate automatically when:
  - a) the individual turns 65 years of age;
  - b) the individual no longer qualifies for Medicare coverage because of disability; or
  - c) the individual elects Medicare as the primary payer; coverage will terminate as of the day of such election.

You are required to notify us, without delay, of the occurrence of any of the above events.

Under Medicare, you MAY NOT offer, subsidize, procure or provide a Medicare supplement policy to such individual or induce such individual to decline or terminate his or her group health coverage and elect Medicare as his or her primary payer.

Entitlement of the Covered Person to primary coverage under this subsection will terminate automatically if the Covered Employee no longer qualifies as such under applicable Medicare regulations and instructions. You shall notify us, without delay, of any such change in status.

**Note:** You must immediately report to us changes in the number of employees to fewer than 100 employees any time the number of employees goes below or above 100.

## Miscellaneous

1. This section shall be subject to, modified if necessary to conform to or comply with, and interpreted with reference to, the requirements of federal statutory and regulatory Medicare Secondary Payer provisions as those provisions relate to Medicare beneficiaries who are covered under this Policy.
2. We will not be liable to you or to any individual covered under this Policy due to any nonpayment of primary benefits resulting from any failure of performance of your obligations as set forth in the Group Medicare Secondary Payer section.
3. If we should elect to make primary payments covering Services rendered to Covered Persons described in this section in a period prior to receipt of the information required by the terms of this section, we may require you to reimburse us for such payments. Alternatively, we may require you to pay the rate differential that resulted from your failure to provide us with the required information in a timely manner.
4. You shall indemnify and hold us harmless to the extent of any liability that we may be charged with on account of improper primary Medicare payments that were made as a result of any failure of performance of your obligations as set forth in this section.

**Note:** You are subject to the federal laws described in this section. Individuals with questions regarding their rights under those laws should direct their questions to you.

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## COBRA ADMINISTRATIVE SERVICES PROVISIONS

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The following rules apply if the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, applies to the Group.

### Your Obligations

1. You are responsible for all aspects of the administration of COBRA with respect to the group health coverage provided by the Group Plan.
2. You specifically delegate to us the right to perform COBRA administration responsibilities as provided in the Our Obligations subsection below.
3. You delegate the COBRA administration responsibilities to the COBRA Administrator designated by BCBSF as specified in such Obligations of the COBRA Administrator subsection.
4. You retain responsibility for the following COBRA administrative duties:
  - a) You will provide a general notice of COBRA Continuation Coverage Rights or a similar notice you created to all new enrollees; and
  - b) You will be required to provide us with the notices of qualifying events.
5. By entering into the Policy, you agree to indemnify and hold us, including any directors, officers, employees, and agents harmless against any and all claims, lawsuits, settlement, judgments, costs, taxes, and expenses, including reasonable attorney fees directly resulting from or arising out of your failure to perform COBRA administration responsibilities not delegated to us.

6. Upon receipt of notice from us that we are no longer the COBRA Administrator performing COBRA administration for the Group, you shall resume responsibility for all COBRA administration.

## **Our Obligations**

1. We, or the person or entity designated by us to be the COBRA Administrator pursuant to paragraph two of the Your Obligations subsection, shall be responsible for the following functions:
  - a) Determining application of COBRA to the Group.
  - b) Receiving COBRA election forms from beneficiaries.
  - c) Maintaining records of COBRA continuation coverage Premiums.
  - d) Billing and collecting Premiums from COBRA beneficiaries.
  - e) Providing notification of nonpayment of COBRA continuation coverage Premiums.
  - f) Providing notification of conversion rights, if any, on termination of COBRA coverage.
  - g) Remitting COBRA continuation coverage Premiums to the Group for policies other than the health coverage under this Policy.
  - h) Establishing and maintaining records of COBRA continuation coverage.
  - i) Providing necessary forms, materials, and manuals to the Group.
  - j) Establishing procedures to verify eligibility for COBRA coverage.
  - k) Developing all correspondence and notices to COBRA beneficiaries.
  - l) Retaining and maintaining confidentiality of records, as required by law, providing an adequate disaster recovery program, and allowing the Group reasonable access to the records.
  - m) On termination of its responsibilities as COBRA Administrator for the Group, furnishing to the Group or its agent upon request, all records reasonably necessary for continued administration of the Group's COBRA responsibilities.
2. On behalf of the Group, we may designate a COBRA Administrator to perform the COBRA administration responsibilities as specified in this subsection and may enter into a contract with the COBRA Administrator. We may designate ourselves as the COBRA Administrator.
3. We are not the plan administrator or plan sponsor for purposes of COBRA and have no responsibility for the COBRA administration obligations not specified in this Policy.
4. If you or the Covered Person fails to meet any obligations under the Group Plan and COBRA, we will not be liable for any claims of the Covered Person after his or her termination of coverage.

## **Obligations of the Covered Person**

1. A Covered Person must contact you to determine if he or she is entitled to COBRA continuation of coverage.
2. If COBRA applies to the Group, Covered Persons may elect, to continue their group health coverage if they qualify under one of the circumstances specified in COBRA and satisfy all of the requirements for such coverage including payment of required Premiums.
3. The Covered Person must provide you with all required notices, in the form and within the time period required by COBRA, the Group, and the COBRA Administrator, including but not limited to, notice of:
  - a) Medicare entitlement, divorce or legal separation, or the failure of a dependent child to meet eligibility requirements of the Group Plan;
  - b) coverage under another group health plan; and
  - c) with respect to the Covered Person's ability to receive additional periods of coverage under COBRA in the event that the Covered Person is disabled, a determination by the Social Security

Administration that the Covered Person is disabled, or a determination by the Social Security Administration that the Covered Person has ceased to be disabled.

This section shall not be interpreted to grant to any Covered Person any continuation rights in excess of those required by COBRA. Additionally, this section shall be interpreted so as to comply with COBRA and any changes to COBRA that are mandatory with respect to the Group.

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## BLUECARD® PROGRAM

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### **Out-of-Area Services Overview**

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees, referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Covered Persons access Health Care Services outside Florida, the claim for those Services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside Florida, Covered Persons obtain care from Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Covered Persons may obtain care from Providers in the Host Blue geographic area that do not have a contractual agreement (“Nonparticipating Providers”) with the Host Blue. We remain responsible for fulfilling our contractual obligations to the Group. Our payment practices in both instances are described below.

### **Inter-Plan Arrangements Eligibility – Claim Types**

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits except when paid as medical claims/benefits, and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific Service or Services.

### **BlueCard Program**

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Covered Persons access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

### **Liability Calculation Method Per Claim**

Unless subject to a fixed dollar Copayment, the calculation of the Covered Person’s liability on claims for Covered Services will be based on the lower of the Participating Provider’s billed charges for Covered Services or the negotiated price made available to us by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue’s Provider contracts. The negotiated price made available to us by the Host Blue may be represented by one of the following:

1. **An actual price.** An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or

2. **An estimated price.** An estimated price is a negotiated rate of payment in effect at the time a claim is processed, 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 charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its 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 determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to Providers or refunds received or anticipated to be received from Providers). However, the BlueCard Program requires that the amount paid by the Covered Person is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by us in determining the Group's premiums.

#### **Special Cases: Value-Based Programs**

We have included a factor for bulk distributions from Host Blues in the Group's premium for Value-Based Programs when applicable under this Master Policy. Additional information is available upon request.

#### **Return of Overpayments**

Recoveries from a Host Blue or its Participating and Nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to us, they will be credited to the Group's account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to the Group as a percentage of the recovery.

#### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax or other fee in determining the Group's premium.

#### **Nonparticipating Providers Outside Florida**

When Covered Services are provided outside of Florida by Nonparticipating Providers, our payment will be based on the Allowed Amount, as defined in the DEFINITIONS section of the Benefit Booklet.

#### **Blue Cross Blue Shield Global® Core Program**

If Covered Persons are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard Service Area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing Covered Services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard Service Area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists Covered Persons with accessing a network of inpatient, outpatient and professional Providers, the network is not served by a Host Blue. As such, when Covered Persons receive care from Providers outside the BlueCard Service

Area, Covered Persons will typically have to pay the Providers and submit the claims themselves to obtain reimbursement for these Services.

### **Inpatient Services**

In most cases, if Covered Persons contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Covered Persons to pay for inpatient Covered Services, except for their Cost Share amounts. In such cases, the hospital will submit Covered Person claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Covered Person paid in full at the time of Service, the Covered Person must submit a claim to obtain reimbursement for Covered Services. **Covered Persons must notify us of any non-emergency inpatient Services.**

### **Outpatient Services**

Physicians, Urgent Care Centers and other outpatient Providers located outside the BlueCard Service Area will typically require Covered Persons to pay in full at the time of Service. Covered Persons must submit a claim to obtain reimbursement for Covered Services.

### **Submitting a Blue Cross Blue Shield Global Core Claim**

When Covered Persons pay for Covered Services outside the BlueCard Service Area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Covered Persons should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from the Blue Cross Blue Shield Global Core Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If Covered Persons need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core Service Center at 800-810-BLUE (2583) or call collect at 804-673-1177, 24 hours a day, seven days a week.

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## **BENEFIT BOOKLET PROVISIONS**

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The second part of this Policy consists of the Benefit Booklet and any attachments, amendments, or Endorsements issued by us under this Policy. These provisions are made a part of the Policy. Attachments, amendments and Endorsements, if any, changing the provisions of the Benefit Booklet are also made a part of this Policy.

# BlueChoice

For Large Groups Benefit Booklet

PREVIEW

*Florida Blue*   
In the pursuit of health®

**This Booklet Contains a Deductible Provision**

Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

PREVIEW



# BlueChoice

For Large Groups Benefit Booklet



*Patrick J. Geraghty*

Patrick J. Geraghty  
Chief Executive Officer

For Customer Service Assistance: 800-FLA-BLUE

**Florida Blue** 

In the pursuit of health<sup>®</sup>

4800 Deerwood Campus Parkway  
Jacksonville, Florida 32246

Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.

PREVIEW

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## HOW TO USE YOUR BOOKLET

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This is your Benefit Booklet (“Booklet”). You should read it carefully before you need Health Care Services. It contains valuable information about:

- your BlueChoice benefits;
- what is covered;
- what is not covered;
- our 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 Booklet, please remember:**

1. You should read this Booklet in its entirety in order to determine if a particular Health Care Service is covered. Some groups may customize their health plan coverage with us, which can sometimes change our standard language in this Booklet. If your group has customized your health plan in this way, an Endorsement will either be inserted after the section that it modifies, or at the end of the Booklet. Be sure to always check for these additional documents before making benefit decisions.
2. The headings of sections contained in this Benefit Booklet 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 Covered Employee 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 Covered Employee or solely to your Covered Dependents will be noted as such.
4. References to “we”, “us”, “our” and “Florida Blue” throughout refer to Blue Cross and Blue Shield of Florida, 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, along with the current <b>BlueChoice 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>ENROLLMENT AND EFFECTIVE DATE OF COVERAGE</b> section and the <b>TERMINATION OF COVERAGE</b> section.
What if I am covered under <b>BlueChoice</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, along with the <b>CONTINUING COVERAGE</b> section.
What do the <b>terms used</b> throughout this Booklet <b>mean</b> ?	The <b>DEFINITIONS</b> section.
Who do I call if I have <b>questions or complaints</b> ?	Call our <b>customer service</b> department at 800-FLA-BLUE (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 Booklet. 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 Booklet, including any Endorsements that are part of your Booklet, and (4) our Medical Necessity guidelines then in effect (see the MEDICAL NECESSITY and BLUEPRINT FOR HEALTH PROGRAMS 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 Booklet. 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 BLUEPRINT FOR HEALTH PROGRAMS section);
2. within the Covered Services Categories in this section;
3. actually rendered to you (not just recommended) by an appropriately licensed health care Provider who is recognized by us for payment;
4. 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;
5. Medically Necessary, as defined in this Booklet and determined by us in accordance with our Medical Necessity coverage criteria in effect at the time Services are provided or authorized;
6. within our benefit guidelines listed in this section;
7. rendered while your coverage is in force; and
8. not specifically or generally limited or excluded under this Booklet.

We will determine whether Health Care Services are Covered Services under this Booklet 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 Booklet before they are rendered to you. For example, we may determine if a proposed transplant would be a Covered Service under this Booklet before you have the transplant.

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 BLUEPRINT FOR HEALTH PROGRAMS 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 Booklet, no written or verbal representation by any employee or agent of Florida Blue or by any other person shall waive or modify the terms of this Booklet and therefore, neither you, nor the Group, nor any health care Provider or other person should rely on any such written or verbal representation.

## Our Benefit Guidelines

In providing benefits for Covered Services, we may apply the benefit guidelines listed below as well as any other applicable payment rules specific to certain types of Services:

1. Our payment is based on our Allowed Amount and not necessarily the Provider's billed charges.
2. Our payment for certain Health Care Services is included within the Allowed Amount for the primary procedure, and we will not pay any additional amounts for any such Services.
3. Our payment is based on the Allowed Amount for the actual Service you received. Payment is not based on:
  - a) a Service which is more complex than the Service you actually received;
  - b) the method used to perform the Service; or
  - c) the day of the week or the time of day the procedure is performed.
4. Some Services that have several components can be described by a single procedure code. In these cases, our payment for such Services includes all components of the Service under that one procedure code. This is also true when a Service is an essential or integral part of the associated therapeutic/diagnostic Service rendered.

## 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 upon the type and number of doses.

### Ambulance Services

#### Ground Ambulance

Ground Ambulance Services for Medical Emergencies and limited non-emergency ground transport may be covered only when:

1. For Medical Emergencies – it is Medically Necessary to transport you from the place a Medical Emergency occurs to the nearest Hospital that can provide the Medically Necessary level of care. If it is determined that the nearest Hospital is unable to provide the Medically Necessary level of care for the Medical Emergency, then coverage for Ambulance Services shall extend to the next nearest Hospital that can provide Medically Necessary care; or
2. For limited non-emergency ground Ambulance transport – it is Medically Necessary to transport you by ground:
  - a) from an Out-of-Network Hospital to the nearest In-Network Hospital that can provide care;
  - b) to the nearest In-Network or Out-of-Network Hospital for a Condition that requires a higher level of care that was not available at the original Hospital;
  - c) to the nearest more cost-effective acute care facility as determined solely by us; or
  - d) from an acute facility to the nearest cost-effective sub-acute setting.

**Note:** Non-emergency Ambulance transportation meets the definition of Medical Necessity only when the patient's Condition requires treatment at another facility and when another mode of transportation, whether by Ambulance or otherwise (regardless of whether covered by us or not) would endanger the

patient's medical Condition. If another mode of transportation could be used safely and effectively, regardless of time, or mode (e.g. air, ground, water) then Ambulance transportation is not Medically Necessary.

#### Air and Water Ambulance

Air and water Ambulance coverage is specifically limited to transport due to a Medical Emergency when the patient's destination is an acute care Hospital, and:

1. the pick-up point is not accessible by ground Ambulance, or
2. speed in excess of the ground vehicle is critical for your health or safety.

Air and water Ambulance transport for non-emergency transport is excluded unless it is specifically approved by us in advance of the transport.

#### **Exclusion**

Ground, air and water Ambulance Services for situations that are not Medically Necessary because they do not require Ambulance transportation including but not limited to:

1. Ambulance Services for a patient who is legally pronounced dead before the Ambulance is summoned.
2. Aid rendered by an Ambulance crew without transport. Examples include, but are not limited to situations when an Ambulance is dispatched and:
  - a) the crew renders aid until a helicopter can be sent;
  - b) the patient refuses care or transport; or
  - c) only basic first aid is rendered.
3. Non-emergency transport to or from a patient's home or a residential, domiciliary or custodial facility.
4. Transfers by medical vans or commercial transportation (such as Physician owned limousines, public transportation, cab, etc.).
5. Ambulance transport for patient convenience or patient and/or family preference. Examples include but are not limited to:
  - a) patient wants to be at a certain Hospital or facility for personal/preference reasons;
  - b) patient is in a foreign country, or out-of-state, and wants to return home for a surgical procedure or treatment (or for continued treatment) or after being discharged from inpatient care; or
  - c) patient is going for a routine Service and is medically able to use another mode of transportation but can't pay for, find and/or prefers not to use such transportation.
6. Air and water Ambulance Services in the absence of a Medical Emergency, unless such Services are authorized by us in advance.

#### **Ambulatory Surgical Center**

Health Care 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 and radiation 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.

### **Autism Spectrum Disorder**

Autism Spectrum Disorder Services provided to a Covered Dependent who is under the age of 18, or if 18 years of age or older, is attending high school and was diagnosed with Autism Spectrum Disorder prior to his or her 9th birthday consisting of:

1. well-baby and well-child screening for the presence of Autism Spectrum Disorder;
2. Applied Behavior Analysis, when rendered by an individual certified per Florida Statutes Section 393.17 or licensed per Florida Statutes Chapters 490 or 491; and
3. Physical Therapy by a Physical Therapist, Occupational Therapy by an Occupational Therapist, and Speech Therapy by a Speech Therapist. Covered therapies provided in the treatment of Autism Spectrum Disorder are covered even though they may be habilitative in nature (provided to teach a function) and are not necessarily limited to restoration of a function or skill that has been lost.

### **Payment Rules for Autism Spectrum Disorder**

Applied Behavioral Analysis Services for Autism Spectrum Disorder must be authorized in accordance with criteria established by us, **before** such Services are rendered. Services performed without authorization will be denied. Authorization for coverage is not required when Covered Services are provided for the treatment of a Medical Emergency.

**Note:** In order to determine whether such Services are covered under this Booklet, we reserve the right to request a formal written treatment plan signed by the treating Physician to include the diagnosis, the proposed treatment type, the frequency and duration of treatment, the anticipated outcomes stated as goals, and the frequency with which the treatment plan will be updated, but no less than every 6 months.

### **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 Booklet;
3. Partial Hospitalization, as defined in this Booklet, when provided under the direction of a Physician; and
4. Residential Treatment Services, as defined in this Booklet.

**Exclusion**

1. Services rendered for a Condition that is not a Mental and Nervous Disorder as defined in this Booklet, 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 intellectual disabilities.
3. Services beyond the period necessary for evaluation and diagnosis of learning disabilities or for intellectual disabilities.
4. Services for educational purposes.
5. Services for marriage counseling unless related to a Mental and Nervous Disorder as defined in this Booklet, 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.

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.

**Exclusion**

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.

### **Child Health Supervision Services**

Periodic Physician-delivered or Physician-supervised Services are covered from the moment of birth up to the 17th birthday as follows:

1. periodic examinations, which include a history, a physical examination, and a developmental assessment and anticipatory guidance necessary to monitor the normal growth and development of a child;
2. oral and/or injectable immunizations; and
3. laboratory tests normally performed for a well child.

In order to be covered, Services shall be provided in accordance with prevailing medical standards consistent with the Recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics.

### **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 are covered if the attending Physician requests the consultation and the consulting Physician prepares a written report.

### **Contraceptive Injections**

Medication by injection when provided and administered by a Physician, for the purpose of contraception, is limited to only the medication and administration thereof.

### **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 provided to you in a Hospital or Ambulatory Surgical Center if:
  - a) a Covered Dependent is under eight years of age and a dentist and the Covered Dependent's Physician determine that:

- i. dental treatment is necessary due to a dental Condition that is significantly complex; or
  - ii. the Covered Dependent has a developmental disability in which patient management in the dental office has proven to be ineffective; or
- b) you or your Covered Dependent have one or more medical Conditions that would create significant or undue medical risk 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 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.

### **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 provided at any location by a Provider licensed to perform Dialysis, including a Dialysis Center.

## **Down Syndrome**

Down syndrome Services provided to a Covered Dependent who is under the age of 18, or if 18 years of age or older is attending high school, consisting of:

1. Applied Behavior Analysis, when rendered by an individual certified per Section 393.17 or licensed per Florida Statutes, Chapters 490 or 491; and
2. Physical Therapy by a Physical Therapist, Occupational Therapy by an Occupational Therapist, and Speech Therapy by a Speech Therapist. Covered therapies provided in the treatment of Down syndrome are covered even though they may be habilitative in nature (provided to teach a function) and are not necessarily limited to restoration of a function or skill that has been lost.

### **Payment Rules for Down Syndrome**

Applied Behavioral Analysis Services for Down syndrome must be authorized in accordance with criteria established by us, **before** such Services are rendered. Services performed without authorization will be denied. Authorization for coverage is not required for Services provided for the treatment of a Medical Emergency.

**Note:** In order to determine whether such Services are covered under this Booklet, we reserve the right to request a formal written treatment plan signed by the treating Physician to include the diagnosis, the proposed treatment type, the frequency and duration of treatment, the anticipated outcomes stated as goals, and the frequency with which the treatment plan will be updated, but no less than every 6 months.

## **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 Durable 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 in full.

For example, you may lease to purchase a piece of equipment in the last month of your Benefit Period after you have met your Deductible for that Benefit Period, but if the lease continues into the next Benefit Period, or if the purchase is made in the next Benefit Period, 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, 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 and Urgent Care Services**

### **Emergency Services**

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

### **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 or infections
- Rash, poison ivy
- Sprains, strains, dislocations and minor fractures

### **Enteral Formulas**

Prescription and non-prescription enteral formulas for home use may be 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**

Coverage includes the following Services:

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.

### **Exclusion**

1. Health Care Services to diagnose or treat vision problems that are not a direct consequence of trauma or prior eye surgery.
2. Vision examinations.
3. Eye exercises or visual training.
4. Eye glasses and contact lenses and their fitting.
5. Any surgical procedure performed primarily to correct or improve myopia or other refractive disorders such as LASIK.

### **Home Health Care**

Home Health Care Services are covered when all of 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 Booklet;
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 a 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;
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 the cost of blood or whole blood (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 Transplant 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.

#### **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 (or those of another state) 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 the 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 may be 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.

**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 each 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 that 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, the 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 newborn 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 (e.g. 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 Screening, Diagnosis, and Treatment

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

1. 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 Booklet. Some therapies may also be covered in other health care settings; see the Home Health Care, Hospital and Skilled Nursing Facility categories in this section.

Your Schedule of Benefits sets forth the maximum number of visits that we will cover 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 Benefit Period, any additional spinal manipulations for that Benefit Period will not be covered if you have already met the combined therapy visit maximum with other Services.

- a) **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.
- b) **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.
- c) **Speech Therapy** Services of a Physician, Speech Therapist, or licensed audiologist to aid in the restoration of speech loss or an impairment of speech resulting from a Condition.
- d) **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.
- e) **Massage Therapy** Services provided by a Physician, Massage Therapist, or Physical Therapist when the Massage 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).

### **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.

### Payment 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 on your Schedule of Benefits.
  2. Coverage for a combination of covered 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 fifteen minutes in length.
2. **Spinal Manipulation** Services by Physicians for manipulations of the spine to correct a slight dislocation of a bone or joint that is demonstrated by x-ray.

### Payment 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 Benefit Period.

- a) Coverage for covered Spinal Manipulation is limited to the number of spinal manipulations listed in your Schedule of Benefits each Benefit Period, or the maximum number of visits listed in the Schedule of Benefits, whichever occurs first.
- b) 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.

### **Exclusion**

Expenses for failure to keep a scheduled appointment and for telephone consultations.

### **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, 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 determine 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 performance enhancing Prosthetic Devices, such as carbon-fiber racing legs.
2. Expenses for cosmetic enhancements to artificial limbs.

### **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. The following Self-Administered Drugs may be covered under the medical benefit:

1. Self-Administered Prescription Drugs used in the treatment of diabetes, cancer, Conditions requiring immediate stabilization (e.g. anaphylaxis), or in the administration of dialysis; and
2. Self-Administered Prescription Drugs identified as Specialty Drugs with a special symbol in the Medication Guide when delivered to you at home and purchased at a Specialty Pharmacy or a Provider that provides Specialty Drugs who is not an In-Network Provider.

### **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 EKG;
9. chemotherapy and radiation treatment for proven malignant disease;
10. physical, speech and Occupational Therapy; 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;
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; and
5. gender reassignment surgery and Services related to gender dysphoria or gender transition.

## **Exclusion**

The following Services, which are considered cosmetic in nature, are not covered when used to improve the gender specific appearance of an individual. Examples of Services which are considered cosmetic include, but are not limited to:

- a) reduction thyroid chondroplasty;
  - b) liposuction;
  - c) rhinoplasty;
  - d) facial bone reconstruction;
  - e) face lift;
  - f) blepharoplasty;
  - g) voice modification surgery;
  - h) hair removal/hairplasty; and
  - i) breast augmentation.
6. surgical sterilization (tubal ligations and vasectomies).

## **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 procedures and is subject the Cost Share (if any) indicated on your Schedule of Benefits. This guideline is applicable 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 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 complications after transplantation.

1. Bone Marrow Transplant, as defined herein, which is 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 o 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 the 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;
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 indicated on your ID Card in order to determine which Bone Marrow Transplants are covered under this Booklet.

### **Exclusion**

1. Transplant procedures not included in the list above, or otherwise excluded under this Booklet, such as Experimental or Investigational transplant procedures.
2. Transplant procedures involving the transplantation of any non-human animal organ or tissue.
3. Transplant procedures related to the donation or acquisition of an organ or tissue for a recipient who is not covered by us.
4. Transplant procedures involving the implant of an artificial organ tissue, including the implant of the artificial organ, except for an approved artificial heart device that meets our Medical Necessity criteria then in effect.
5. Any organ, tissue, marrow, or stem cells which are sold rather than donated.
6. 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.
7. Any Service in connection with identification of a donor from a local, state or national listing, except in the case of a Bone Marrow Transplant.
8. 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.

### **Transplant Services**

Transplant Services, limited to the procedures listed below, are covered when performed at a facility acceptable to us. Coverage is subject to the conditions and limitations described below. Transplant includes pre-transplant, transplant and post-discharge Services, and treatment of 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 o 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;
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 in order to determine which Bone Marrow Transplants are covered under this Booklet.

### **Lodging and Transportation**

Expenses for lodging (hotel, motel, apartment or house rentals) and transportation (air, rail, bus, and/or taxi) for a transplant recipient and companion may be covered when:

1. the transplant recipient is a Covered Person at the time Services are rendered;
2. Covered Services are performed at a Designated Transplant Facility;
3. lodging and transportation to and from the Designated Transplant Facility are booked through a travel agency designated by us;
4. the transplant has been approved by us in advance; and
5. the facility where the transplant will be performed is 50 miles or more away from the recipient's home.

The lodging and transportation benefit is limited to \$10,000 per transplant.

### **Exclusion**

1. Transplant procedures not included in the list above, or otherwise excluded under this Booklet, 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 or implantation of any non-human animal 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 tissue, except for an approved artificial heart device that meets our Medical Necessity criteria then in effect.
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 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, except as indicated under the Lodging and Transportation heading above.
11. Expenses related to evaluation for registration at more than one transplant center (dual listing).
12. Travel expenses that are not authorized by us in advance and those associated with:



- a) transplants that are not covered under this Booklet;
- b) dual listing; or
- c) costs not allowed under IRS regulations.

**Virtual Visits**

Covered Services may be provided via a Virtual Visit. Virtual Visits are limited to:

- Virtual Visits between you and a Virtual Care Provider that is designated by us and has a contract with us to provide Virtual Visits at the time the Services are rendered. Virtual Visits must be provided consistent with Florida laws, regulations and our payment policies in effect at the time Services are rendered.

Not all Conditions can be treated through Virtual Visits. The Virtual Care Provider should let you know if a Condition requires a face-to-face visit with a Physician.

**Exclusion**

Expenses for failure to keep a scheduled appointment or scheduled Virtual Visit.

PREVIEW

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# PRESCRIPTION DRUG PROGRAM

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## BlueScript Pharmacy Program

### Introduction

Coverage for Prescription Drugs and Supplies and select Over-the-Counter (“OTC”) Drugs purchased at a Pharmacy is provided through the BlueScript 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.

We have included this section in the Booklet for ease of reference, however it is important that you understand this Pharmacy Program is separate from the medical coverage described in other sections of this Booklet, and provisions which are specific to this Pharmacy Program are described in this section.

The Medication Guide contains a listing 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) using In-Network Pharmacies; (2) choosing Preferred Prescription Drugs rather than Non-Preferred Prescription Drugs; (3) choosing Generic Prescription Drugs rather than Brand Name Prescription Drugs; and (4) 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 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 under this section **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;
3. Medically Necessary, as defined in this Booklet and determined by us in accordance with our Medical Necessity coverage criteria in effect at the time Services are provided or authorized;
4. in the case of a Self-Administered Injectable Prescription Drug, identified as a Covered Self-Administered Injectable Prescription Drug in the Medication Guide;
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;
7. authorized for coverage by us, if prior coverage authorization is required as indicated in the Medication Guide, then in effect;
8. not specifically or generally limited or excluded herein
9. approved by the FDA and assigned a National Drug Code; except for a New Prescription Drug;

10. reviewed by our Pharmacy and Therapeutics Committee; and
11. within the Coverage and Benefit Guidelines subsection.

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.

## **Coverage and Benefit Guidelines**

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

### **Contraceptive Coverage**

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

**Note:** Contraceptive injectable Prescription Drugs and implants, such as Norplant and IUD 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**

Certain 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.

Covered OTC Drugs are identified in the Medication Guide which can be viewed 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**

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.

### **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.

## **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 Booklet.

1. We will not cover more than the Maximum supply, as set forth in the Pharmacy Program 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. Retin-A or its generic or therapeutic equivalent is 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 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 under this Pharmacy Program.

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 Pharmacy Program 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;
  - h) listed in the Homeopathic Pharmacopoeia;
  - i) not Medically Necessary;
  - j) indicated or used for sexual dysfunction, such as Cialis, Levitra, Viagra and Caverject, except when indicated as covered on the Pharmacy Program Schedule of Benefits;
  - 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; and
  - m) OTC Drugs not listed in the Medication Guide.
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, except when indicated as covered on the Pharmacy Program Schedule of Benefits.
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 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, except those that have at least one active ingredient that is an FDA-approved Prescription Drug with a valid National Drug Code.
14. 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.
15. 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.
16. Any amount you are required to pay under the Pharmacy Program as indicated on the Pharmacy Program Schedule of Benefits.
17. Any benefit penalty reductions or any charges in excess of the Out-of-Network Pharmacy Allowance.
18. Drugs or Supplies you prescribe to yourself or that are prescribed by any person related to you by blood or marriage.
19. Food or medical food products, whether prescribed or not.
20. 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, or an effective alternative, 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.

21. New Prescription Drugs.

## 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 the Pharmacy's agreement with us or our Pharmacy Benefit Manager;
  3. whether you have satisfied any applicable Deductible, and the amount of Copayment or Coinsurance set forth in the Pharmacy Program 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
- 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 the section, there are two types of Pharmacies: In-Network Pharmacies and Out-of-Network Pharmacies.

### **In-Network Pharmacies**

In-Network Pharmacies have agreed not to charge, or collect from you, more than the amount set forth in the Pharmacy Program 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 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 Pharmacy Program 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 or our Pharmacy Benefit Manager, 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 our Pharmacy Benefit Manager; 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.

Using a Specialty Pharmacy to provide these Specialty Drugs should lower the amount you have to pay for these medications.

Specialty Pharmacies 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 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**

Our payment to you for Covered Prescription Drugs and Supplies and Covered OTC Drugs is based upon our Out-of-Network Pharmacy Allowance. Out-of-Network Pharmacies have not agreed to accept our In-Network Pharmacy Allowance or our Pharmacy Benefit Manager's In-Network Pharmacy Allowance as payment in full less any applicable Cost Share amounts due from you.

You may have to pay the full cost of the Covered Prescription Drugs and Supplies and/or Covered OTC Drugs at the time of purchase and submit a claim to us for payment. Our payment for Covered Prescription Drugs and Supplies and Covered OTC Drugs, will be based on the Out-of-Network Pharmacy Allowance less the applicable Cost Share set forth in the Out-of-Network Cost Share column in the Pharmacy Program Schedule of Benefits.

In order to obtain reimbursement for Covered Prescription Drugs and Supplies and/or Covered OTC Drugs purchased at an Out-of-Network Pharmacy, you must obtain an itemized paid receipt and submit it with a properly completed claim form (with any required documentation) to 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, 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 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 identified in the Medication Guide.

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.

**Note:** Prior authorizations expire on the earlier of, but not to exceed 12 months:

1. the termination date of your policy, or
2. the period authorized by us, as indicated in the letter you receive from us.

Subject to our review and approval, we may authorize continued coverage of a previously approved Prescription Drug. To request a continuation we must receive appropriate documentation from your Provider. The fact that we may have previously authorized coverage does not guarantee a continued authorization.

Information on our pharmacy utilization review programs is published in the Medication Guide which can be accessed 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 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 Booklet. 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.

### **Definitions**

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

**Average Wholesale Price (“AWP”)** means the average wholesale price of a Prescription Drug at the time a claim is processed as established by us based upon our utilization of a national drug database as determined by us, provided that any such national drug database must be accepted in the industry as a provider of average wholesale price, or similar pricing, data on a national scale.

**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.

**Coinsurance** means, when applicable, the sharing of health care expenses for each Covered Prescription Drug and Supply and/or Covered OTC Drug between you and us. After any Deductible requirement is met, we will pay a percentage of the In-Network Pharmacy Allowance or Out-of-Network Pharmacy Allowance for each Covered Prescription Drug and Supply and/or Covered OTC Drug, as set forth in the Pharmacy Program Schedule of Benefits. The percentage you are responsible for is your Coinsurance.

**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 Pharmacy Program 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; 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 (unless indicated as not covered on the Pharmacy Program Schedule of Benefits).

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

**Dispensing Fee** means the fee a Pharmacy is paid for filling a Prescription in addition to payment for the Drug.

**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, 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 or our Pharmacy Benefit Manager to participate in the network for this Pharmacy Program. National Network 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 an agreement with us or our Pharmacy Benefit Manager to provide mail order services.

**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. **Note:** The Medication Guide is subject to change at any time. Please refer to our website 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.

**New Prescription Drug(s)** means an FDA approved Prescription Drug or a new dosage form of a previously FDA approved Prescription Drug that has not yet been reviewed by our Pharmacy and Therapeutics Committee (or, in the case of medical benefits, our Medical Policy Committee). Coverage for all New Prescription Drugs will be delayed until a review is completed by our Pharmacy and Therapeutics Committee (or, in the case of medical benefits, our Medical Policy Committee), resulting in a final coverage determination. The New Prescription Drug Coverage delay begins on the date the Prescription Drug, or new dosage form, is approved by the FDA and ends on the earlier of the following dates:

1. The date the Prescription Drug is assigned to a tier by our Pharmacy and Therapeutics Committee (or, in the case of medical benefits, the date our Medical Policy Committee makes a final coverage determination)

or

2. December 31st of the following Calendar Year.

**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. A New Prescription Drug is not a Non-Preferred Prescription Drug.

**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 the network for this Pharmacy Program and is not a National Network Pharmacy, Specialty Pharmacy or the Mail Order Pharmacy.

**Out-of-Network Pharmacy Allowance** means the amount upon which payment in such situations will be based for Covered Prescription Drugs and Supplies and Covered OTC Drugs:

1. In the case of Generic Prescription Drugs and Supplies and OTC Drugs, the Out-of-Network Pharmacy Allowance shall be approximately 33 percent of AWP plus a \$1.00 Dispensing Fee or, if the amount billed for the applicable drug is less, the amount billed.
2. In the case of Brand Name Prescription Drugs and Supplies, the Out-of-Network Pharmacy Allowance shall be approximately 82 percent of AWP plus a \$1.00 Dispensing Fee or, if the amount billed for the applicable Drug is less, the amount billed.

It is further provided, however, that if either: (1) a national drug database then used by us makes a "material modification" to its AWP data (as determined by us), or; (2) we elect to utilize a new national drug database, we may modify the 33 percent of AWP figure and/or the 82 percent of AWP figure set out above so that the applicable modified figure sets out a replacement percent figure that is between: (1) the percent figure calculated to approximate the applicable Out-of-Network Pharmacy Allowance in effect immediately prior to the applicable AWP database change, and; (2) the 33 percent of AWP figure or the 82 percent of AWP figure, whichever is applicable.

**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, Pharmacy networks 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.

**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 the Prescription Drug Program 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 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 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 this Pharmacy Program, insulin is 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 identified in the Medication Guide.

**Specialty Drug** means an FDA-approved Prescription Drug that has been designated solely by us, as a specialty Drug due to requirements such as special handling, storage, training, distribution requirements and/or management of the therapy. Specialty Drugs may be Provider administered or self-administered and are identified in the Medication Guide.

**Specialty Pharmacy** means a Pharmacy that has signed an agreement with us or our Pharmacy Benefit Manager 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 an In-Network Pharmacy does not mean that it is a specialty pharmacy.

**Standard Reference Compendium** means (1) the United States Pharmacopoeia Drug Information; (2) the American Medical Association Drug Evaluation; and/or (3) the American Hospital Formulary Service Hospital Drug Information.

**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 Booklet.

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** including, but not limited to:

1. Services for situations that are not Medically Necessary because they do not require Ambulance transportation.
2. Ambulance Services for a patient who is legally pronounced dead before the Ambulance is summoned.
3. Aid rendered by an Ambulance crew without transport. Examples include, but are not limited to situations when an Ambulance is dispatched and:
  - a) the crew renders aid until a helicopter can be sent;
  - b) the patient refuses care or transport; or
  - c) only basic first aid is rendered.
4. Non-emergency transport to or from a patient's home or a residential, domiciliary or custodial facility.
5. Transfers by medical vans or commercial transportation (such as Physician owned limousines, public transportation, cab, etc.).
6. Ambulance transport for patient convenience or patient and/or family preference. Examples include but are not limited to:
  - a) patient wants to be at a certain Hospital or facility for personal/preference reasons;
  - b) patient is in a foreign country, or out-of-state, and wants to return home for a surgical procedure or treatment, (or for continued treatment), or after being discharged from inpatient care; or
  - c) patient is going for a routine Service and is medically able to use another mode of transportation but can't pay for, find and/or prefers not to use such transportation.
7. Air and water Ambulance Services in the absence of a Medical Emergency, unless such Services are 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) for a Condition that is not a Mental and Nervous Disorder as defined in this Booklet, 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 intellectual disability; (c) beyond the period necessary for evaluation and diagnosis of learning disabilities; (d) or for educational purposes or for intellectual disability; (e) for marriage counseling unless related to a Mental and Nervous Disorder as defined in this Booklet, 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; or (k) inpatient stays that are primarily intended as a change of environment.

2. Substance dependency care and treatment Services that are long-term inpatient Services for alcoholism or drug addiction, including specialized inpatient units or inpatient stays that are primarily intended as a change of environment.

**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.

**Contraceptive** medications, devices, appliances, or other Health Care Services when provided for contraception, except when indicated as covered, under the adult wellness benefit, on the Schedule of Benefits (when purchased by the Group), or otherwise covered in the WHAT IS COVERED? section.

**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, or Services used to improve the gender specific appearance of an individual including, but not limited to reduction thyroid chondroplasty, liposuction, rhinoplasty, facial bone reconstruction, face lift, blepharoplasty, voice modification surgery, hair removal/hairplasty and breast augmentation.

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

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

**Dental Services**, 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 or without fillings, crowns or other materials, bridges, cleaning of teeth, dental implants, dentures, periodontal or endodontic procedures, orthodontic treatment (e.g., braces), intraoral prosthetic devices, palatal expansion devices, bruxism appliances, and dental x-rays. This exclusion also applies to Phase II treatments (as defined by the American Dental Association) for TMJ dysfunction. This exclusion does not apply to Accidental Dental Care, Child Cleft Lip and Cleft Palate Treatment Services.

## **Drugs**

1. 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 the your particular cancer in a Standard Reference Compendium or is 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 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 Booklet.
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.

8. New Prescription Drug(s), as defined in the DEFINITIONS section.
9. Drugs that are FDA approved, but lack proven benefits and/or efficacy as defined in the product prescribing information or noted in our coverage policy as an output from our Pharmacy and Therapeutics Committee, Medical Policy Committee or any other nationally recognized source.

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

1. Health Care Services to diagnose or treat vision problems that are not a direct consequence of trauma or prior eye surgery.



2. Vision examinations.
3. Eye exercises or visual training.
4. Eye glasses and contact lenses and their fitting.
5. Any surgical procedure performed primarily to correct or improve myopia or other refractive disorders such as LASIK.

**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 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 Booklet, 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 Booklet 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 Services 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 felony, whether or not you are charged or convicted, or which constitutes riot, or rebellion except for an injury resulting from an act of domestic violence or a medical Condition;
  - c) your engaging in illegal occupation, except for an injury resulting from an act of domestic violence or a medical condition except for an injury resulting from an act of domestic violence or a medical Condition;
  - d) Services received at military or government facilities to treat a Condition arising out of your service in the armed forces, reserves and/or National Guard; 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 Booklet.

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. Expenses for completion of any form and/or medical information and for copies of your records, charts or 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 category of the WHAT IS COVERED? Section.

**Hearing Services** 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 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.

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

**Motor Vehicle Accident Injuries and Services** you incur due to an accident involving any motor vehicle for which no-fault insurance is available.

**Oral Surgery** for the primary purpose of improving the appearance or self-perception of an individual, except as provided under the WHAT IS COVERED? section.

**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,
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 cosmetic enhancements to artificial limbs; and
2. expenses for performance enhancing Prosthetic Devices (such as carbon-fiber racing legs).

**Rehabilitative Therapies** provided to you on an inpatient or outpatient basis, except as provided in the Hospital, Skilled Nursing Facility, Home Health Care, and Outpatient Therapies and Spinal Manipulations category of the WHAT IS COVERED? section.

**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.

**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, body-building, 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 Booklet, such as Experimental or Investigational transplant procedures.
2. Transplant procedures involving the transplantation of any non-human animal organ or tissue.
3. Transplant procedures related to the donation or acquisition of an organ or tissue for a recipient who is not covered by us.
4. Transplant procedures involving the implant of an artificial organ, including the implant of the artificial organ tissue, except for an approved artificial heart device that meets our Medical Necessity criteria then in effect.
5. Any organ, tissue, marrow, or stem cells which are sold rather than donated.
6. 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.
7. 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.
8. 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.

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

**Virtual Visits**, except as described in the WHAT IS COVERED? section. Services rendered by a Virtual Care Provider that is not designated by us to provide Virtual Visits and does not have a contract with us to provide Virtual Visits under this Booklet.

**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 an Insured's ability to assimilate food.

**Wigs** and/or cranial prosthesis.

**Wilderness Treatment Programs** whether provided as part of a Residential Treatment Facility or not, if the primary Services provided:

1. can be provided without a Residential Treatment Facility license under Florida law or a similar applicable law of another state; and/or
2. constitute Services that are provided by:
  - a) a licensed outdoor youth program, and/or
  - b) a school or any such related or similar programs. This includes but is not limited to: educational and therapeutic programs within a school setting, health resorts, outdoor skills programs, and relaxation or lifestyle programs.

**Work Related Health Care Services** to treat a work related Condition to the extent you are covered or required to be covered by Workers' Compensation law. Any Service or supply to diagnose or treat any Condition resulting from or in connection with your job or employment are excluded, except for Medically Necessary Services (not otherwise excluded) for an individual who is not covered by Workers' Compensation and that lack of coverage did not result from any intentional action or omission by that individual.

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## MEDICAL NECESSITY

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

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 Booklet 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 Booklet. 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 Booklet. 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 Booklet) 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 Share 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.

**WARNING: LIMITED BENEFITS WILL BE PAID WHEN NONPARTICIPATING PROVIDERS ARE USED.** You should be aware that when you elect to utilize the services of a nonparticipating provider for a covered nonemergency service, benefit payments to the provider are not based upon the amount the provider charges. The basis of the payment will be determined according to your policy's out-of-network reimbursement benefit. Nonparticipating providers may bill insureds for any difference in the amount. **YOU MAY BE REQUIRED TO PAY MORE THAN THE COINSURANCE OR COPAYMENT AMOUNT.** Participating providers have agreed to accept discounted payments for services with no additional billing to you other than coinsurance, copayment, and deductible amounts. You may obtain further information about the providers who have contracted with your insurance plan by consulting your insurer's website or contacting your insurer or agent directly.

## **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 do not apply the Deductible when you use In-Network Providers, 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 the Benefit Period.

## **Individual 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 Benefit Period before any payment will be made by us.

## **Family Deductible**

If you have one or more family members on your plan, the Deductible can be satisfied by a combination of Covered Persons. The family Deductible is met when any combination of family members meet the Family Deductible amount.

### 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 may only have to pay the lesser of our Allowed Amount or the Provider's actual charge for the Covered Service. Not all plans have Copayments, so be sure to look at your Schedule of Benefits.

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 usually figured after all other Cost Share amounts for a given Service, such as Deductible.

**Note:** If a particular Covered Service is not available from any In-Network Provider, the Coinsurance percentage that we will base payment on for that Covered Service will not be less than ten (10%) percentage points lower than the Coinsurance percentage we would have based payment on had the Covered Services been available from an In-Network Provider.

For example, if the In-Network Coinsurance for your plan were 80%, the Coinsurance percentage that would be used as a base for Covered Services as described above would be between 70% and 80% of the Allowed Amount. In this example, the Coinsurance percentage used as the basis for payment would not be less than 70% of the Allowed Amount.

## **Application of Multiple Cost Share Types**

When a Service is subject to more than one type of Cost Share, the Schedule of Benefits will list the Cost Share types in the order in which they apply to the Service. For example, when the Schedule shows "\$100 Copay then DED"; this means that the Copay is applied first and then, if you have not reached the Deductible; the Deductible is applied to the remainder of that Service, up to the Allowed Amount. If you have already met the plan Deductible; then only the Copay is applied.

Remember that when you use Out-of-Network Providers, your Cost Share amounts only apply to the Allowed Amount. Any Out-of-Network Provider charges over the Allowed Amount are not covered and do not count towards your Cost Share or Out-of-Pocket Maximums.

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

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

### **Individual 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 amount listed in your Schedule of Benefits, you will have no additional Coinsurance responsibility for the remainder of that Benefit Period and we will pay 100 percent of the Allowed Amount for Coinsurance only for Covered Services rendered during the remainder of that Benefit Period.

### **Family 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 Coinsurance for the rest of the Benefit Period. 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 Coinsurance for Covered Services for the rest of the Benefit Period.

Please see your Schedule of Benefits for more information

**Note:** Out-of-pocket maximums do not include:

1. Deductible;
2. Inpatient Per Admission Deductible;
3. Per Visit Deductible;
4. Copayments (if applicable);
5. benefit penalty reductions;
6. non-covered charges or any charges in excess of the Allowance or Allowed Amount; or
7. if the Group has purchased Prescription Drug coverage and benefits, any Cost Share amounts applicable to Prescription Drugs.

The above Cost Shares do not apply to the out-of-pocket maximums, which means they will not help you reach your out-of-pocket maximums. You will still have to pay these amounts after you reach your out-of-pocket maximums.

### **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**

### **Prior Coverage Credit for Deductible**

For the initial Benefit Period of coverage under this Policy only, charges credited by the Group's prior insurer, toward your deductible requirement, for Services rendered during the 90-day period immediately preceding the Effective Date of this Policy, will be credited to the Deductible requirement under this Booklet.

### **Prior Coverage Credit for Coinsurance**

Charges credited by the Group's prior insurer, toward your Coinsurance maximum, for Services rendered during the 90-day period immediately preceding the Effective Date of the Policy, will be credited to your out-of-pocket maximum under this Booklet.

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 Booklet.

Prior coverage credit under this Booklet only applies at the initial enrollment of the entire Group. You and/or the Group are responsible for providing us with any information necessary for us to apply this prior coverage credit.

## **Calculation of Cost Share**

You can get an estimate on our website at [www.floridablue.com](http://www.floridablue.com), of the Cost Share amount you will have to pay for certain Covered Services, as required under section 627.6385 of the Florida Statutes.

## **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. charges in excess of the Allowed Amount for Covered Services rendered by Providers who have not agreed to accept our Allowed Amount as payment in full;
4. any benefit reductions/benefit penalties;
5. charges for Health Care Services which are non-Covered Services or excluded; and
6. any premium amounts required by the Group.

## **Special Payment Rules**

### **Emergency Services in an Emergency Room**

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 comply with the provisions of section 627.64194(4) of the Florida Statutes, if section 627.64194(2) of the Florida Statutes is applicable to the Services rendered.

Additionally, payments for Emergency Services by an Out-of-Network Provider will comply with any applicable federal law.

#### Non-Emergency Services

Payment for Services rendered by an Out-of-Network Provider will comply with section 627.64194(4) of the Florida Statutes when:

- such Services are rendered in an In-Network Ambulatory Surgical Center, Hospital, mobile surgical facility or Urgent Care Center; and
- you do not have the ability and opportunity to choose an In-Network Provider at the In-Network Ambulatory Surgical Center, Hospital, mobile surgical facility or Urgent Care Center who is available to treat you; and,
- section 627.64194(3) of the Florida Statutes is applicable to the Services rendered.

In no event, subject to this Special Payment Rules subsection, will Out-of-Network Providers be paid more than their charges for the Services rendered.

PREVIEW

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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 and the type of Service you receive will affect how much you have to pay for medical Services. This section explains payment rules when receiving Covered Services from different types of Providers under this Booklet. This section does not include the specific Cost Share amounts under your plan; as you read this section, please keep in mind that you will have to check your Schedule of Benefits for those details. For information on Pharmacy Provider options, please refer to the PRESCRIPTION DRUG PROGRAM section.

## Provider Participation Status

In order to help control health care costs, we have entered into contracts with certain Providers to participate in our Preferred Patient Care Program (herein "PPC"), one of our preferred provider networks. We have also entered into contracts with certain Providers to participate in our Traditional Program. We negotiate with these Providers to establish maximum allowances and payment rules for Covered Services as one way to control health care costs. The allowances we establish are called our Allowed Amounts. The amount you are responsible for paying out-of-pocket for a particular Covered Service is based on our Allowed Amount for that Covered Service.

## In-Network Providers

With BlueChoice, you may choose to receive Services from any Provider. However, you will be able to lower the amount you have to pay for Covered Services by receiving care from an In-Network Provider. PPC Providers are the In-Network Providers under this Booklet. You should use In-Network Providers whenever possible to reduce your out-of-pocket expenses. Using In-Network Providers will result in significant savings. In-Network Providers will also file their claims for you and payment will be made directly to the Provider.

Remember that using In-Network Providers will result in lower Cost Share for you. You should always check to see whether a Provider is In-Network or Out-of-Network before you receive Services to find out how much of the cost you will have to pay.

## Primary Care Physician Program

We encourage you to select and develop a relationship with an In-Network Primary Care Physician. There are several advantages to selecting a Primary Care Physician. (Family Practitioners, General Practitioners, Internal Medicine doctors and Pediatricians):

- 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 Primary Care Physician allows the Physician to become knowledgeable about you and your family's health history.
- A Primary Care Physician can help you determine when you need to visit a specialist and also help you find one based on their knowledge of you and your specific health care needs.
- Care rendered by Primary Care Physicians usually results in lower Cost Share for you.

We will check our records periodically to see if you have visited a Primary Care Physician. If not, we may provide your name and contact information to an In-Network Primary Care Physician who will call you and offer to schedule a wellness visit. This program is completely voluntary and although we encourage you to schedule this visit, you are not obligated to do so. The applicable Primary Care Physician Cost Share will apply to this visit.

You are responsible for checking to see if a Provider is In-Network for your plan prior to receiving Services. To find out if a Provider is In-Network, refer to the current Provider directory at [www.floridablue.com](http://www.floridablue.com) or call the customer service phone number on your ID Card.

### **Out-of-Network Providers**

When you use Out-of-Network Providers your Cost Share for Covered Services will be higher. We will base our payment on the Allowed Amount at the Coinsurance percentage listed in the Schedule of Benefits. Further, if the Out-of-Network Provider is a Traditional Program Provider or a BlueCard Traditional Program Provider, our payment to such Provider may be under the terms of that Provider's contract. If the BlueChoice Provider directory does not include a Provider as In-Network under your benefit plan, the Provider is considered Out-of-Network.

You are entitled to Traditional Program type benefits at the point of service when you receive Covered Services from Traditional Program Providers or BlueCard Traditional Program Providers, in conformity with the BLUECARD PROGRAM section.

When you use Out-of-Network Providers, you may have to pay the Provider in full and then file claims to us for reimbursement. You are responsible for paying the difference between what we pay and the Provider's charge.

### **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.

### **Location of Service**

The location or setting where you receive Services can also affect the amount you pay. For example, the amount you must pay will vary whether you receive Services in a Hospital, a Provider's office, or an Ambulatory Surgical Center. After you and your Physician have determined the plan of treatment most appropriate for your care, you should refer to the WHAT IS COVERED? section and your Schedule of Benefits to find out if the Services are covered and how much you will have to pay. You should also consult with your Physician to determine the most appropriate setting based on your health care and financial needs.

### **Physicians**

When you receive Covered Services from a Physician, several factors will determine your Cost Share, including whether the Physician is In-Network or Out-of-Network, the location of Service, the type of Service rendered, whether the Physician participates in certain Florida Blue programs, and the Physician's specialty (as determined by us).

### **Value Choice Providers**

Some Providers, designated by us, may provide Services other than advanced imaging, maternity and Medical Pharmacy at a lower Cost Share. The Deductible will be waived for these Services and are available at no Cost Share to you when they are rendered in the Value Choice Provider's office. To find a Value Choice Provider, access the most recent provider directory at [www.floridablue.com](http://www.floridablue.com) and look for Providers with "Value Choice Providers" under "Programs". Advanced imaging, maternity and Medical Pharmacy Services will remain at the Cost Share listed on your Schedule of Benefits.

Some Urgent Care Centers, designated by us, may provide Services at a lower Cost Share. The Deductible will be waived for these Services and are available no Cost Share for the first two visits. After the first two visits, the urgent care Cost Share listed on your Schedule of Benefits will apply. To find a Value Choice Urgent Care Center access the most recent provider directory at [www.floridablue.com](http://www.floridablue.com) and

look for Providers with “Value Choice Providers” under “Programs”.

### **Hospitals**

Each time you receive inpatient or outpatient Covered Services at a Hospital, in addition to any Cost Share for Physician Services, you will have to pay the Cost Share related to Hospital Services.

Since not all Physicians admit patients to every Hospital, it is important when choosing a Physician that you find out the Hospitals where your Physician has admitting privileges. You can find out what Hospitals your Physician admits to by contacting the Physician’s office. This information will help you figure out what your Cost Share may be in the event you are hospitalized.

### **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.

Using the Specialty Pharmacy to provide these Specialty Drugs should lower the amount you have to pay for these medications. Please refer to the Medication Guide for a list of Specialty Pharmacies.

### **Other Providers**

With BlueChoice you have access to other Providers in addition to the ones described in this section. Other Providers include facilities that provide alternative outpatient settings or other persons and entities that specialize in specific Services. While these Providers may be recognized for payment, they may not be In-Network Providers for your plan. Also, all of the Services that are within the scope of certain Providers' licenses may not be Covered Services under this Booklet. Please refer to the WHAT IS COVERED? and WHAT IS NOT COVERED? sections of this Booklet and your Schedule of Benefits to find out what your Cost Share may be for Covered Services rendered by these Providers.

You may be able to receive certain outpatient Services at a location other than a Hospital. Your Cost Share for Services rendered at some alternative facilities is generally less than if you had received those same Services at a Hospital.

### **Assignment of Benefits to Providers**

Except as set forth in the last paragraph of this section, we will not honor any of the following assignments, or attempted assignments, by you to any Provider, including, and without limitation, any of the following:

1. an assignment of the benefits due you under this Booklet;
2. an assignment of the right to receive payments due under this Booklet; or
3. an assignment of a claim for damage resulting from a breach, or an alleged breach, of any promise or obligation set forth in this Booklet, or any promise or obligation set forth in any contract, plan, or policy.

We specifically reserve the right to honor an assignment of benefits or payment by you to a Provider who: (1) is an In-Network Provider under your plan of coverage; (2) is a PPC Provider; (3) is a Traditional Program Provider; (4) is a BlueCard PPO Program Provider; (5) is a BlueCard Traditional Program Provider; or (6) when applicable honor an assignment of your right to receive payment for Covered Services to an Out-of-Network Provider in accordance with Section 627.638(2) Florida Statutes or other applicable statute then in effect. A written attestation of the assignment of benefits may be required.

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# BLUECARD® PROGRAM

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## Out-of-Area Services

### Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access Health Care Services outside Florida, the claim for those Services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When you receive care outside of Florida, you will receive it from one of two kinds of Providers. Most Providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Licensee in that geographic area (“Host Blue”). Some Providers (“Nonparticipating Providers”) don’t contract with the Host Blue. We explain below how we pay both kinds of Providers.

### Inter-Plan Arrangements Eligibility – Claim Types

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits except when paid as medical claims/benefits, and those prescription drug benefits or vision care benefits that may be administered by a third party contracted by us to provide the specific Service or Services.

### BlueCard Program

Under the BlueCard Program, when you receive Covered Services within the geographic area served by a Host Blue, we will remain responsible for fulfilling its contractual obligations to you. However, the Host Blue is responsible for contracting with and generally handling all interactions with its Participating Providers.

When you receive Covered Services outside of Florida and the claim is processed through the BlueCard Program, the amount you pay for Covered Services is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to us

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the Provider. Sometimes, it is an estimated price that takes into account special arrangements with your Provider or Provider group that may include types of settlements, incentive payments and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price we have used for your claim because they will not be applied after a claim has already been paid.

### Special Cases: Value-Based Programs

If you receive Covered Services under a Value-Based Program inside a Host Blue’s service area, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees



that are a part of such an arrangement, except when a Host Blue passes these fees to us through average pricing or fee schedule adjustments. Additional information is available upon request.

### **Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to your accounts. If applicable, we will include any such surcharge, tax or other fee as part of the claim charge passed on to you.

### **Nonparticipating Providers Outside Florida**

When Covered Services are provided outside of Florida by Nonparticipating Providers, our payment will be based on the Allowance or Allowed Amount, as defined in the DEFINITIONS section of the Benefit Booklet.

### **Blue Cross Blue Shield Global® Core Program**

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter “BlueCard Service Area”), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing Covered Services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard Service Area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient and professional Providers, the network is not served by a Host Blue. As such, when you receive care from Providers outside the BlueCard Service Area, you will typically have to pay the Providers and submit the claims yourself to obtain reimbursement for these Services.

If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard Service Area, you should call the Blue Cross Blue Shield Global Core Service Center at 800-810-BLUE (2583) or call collect at 804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

### **Inpatient Services**

In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for inpatient Covered Services, except for your Cost Share amounts. In such cases, the hospital will submit your claims to the Blue Cross Blue Shield Global Core Service Center to begin claims processing. However, if you paid in full at the time of Service, you must submit a claim to receive reimbursement for Covered Services. **You must notify us of any non-emergency inpatient Services.**

### **Outpatient Services**

Physicians, Urgent Care Centers and other outpatient Providers located outside the BlueCard Service Area will typically require you to pay in full at the time of Service. You must submit a claim to obtain reimbursement for Covered Services.

### **Submitting a Blue Cross Blue Shield Global Core Claim**

When you pay for Covered Services outside the BlueCard Service Area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider’s itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from the Blue Cross Blue Shield Global Core Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the Blue

Cross Blue Shield Global Core Service Center at 800-810-BLUE (2583) or call collect at 804-673-1177, 24 hours a day, seven days a week.

PREVIEW

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# BLUEPRINT FOR HEALTH PROGRAMS

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## Introduction

We have established (and from time to time establish) various customer-focused health education and information programs and benefit utilization management and utilization review programs. We call all these programs Blueprint for Health Programs. The Blueprint for Health Programs are designed to: (1) provide you with information that will help you make more informed decisions about your health; (2) help us facilitate the management and review of coverage and benefits provided under our policies; and (3) present opportunities, as explained below, for you and us to agree upon alternative benefits or payments for cost-effective medically appropriate Health Care Services.

## Admission Notification

Our admission notification rules vary depending on whether you are admitted to a Hospital, Psychiatric, Substance Abuse or Long Term Acute Care (LTAC) Facility which is In-Network or Out-of-Network.

To find out if a Provider is in our network, refer to the current BlueChoice Provider directory on our website at [www.floridablue.com](http://www.floridablue.com) or call the customer service phone number on your ID Card.

### In-Network

We must be notified of all inpatient admissions (i.e., elective, planned, urgent or emergency) to In-Network Hospital, Psychiatric, Substance Abuse and LTAC Facilities. In-Network Providers located in Florida have agreed to notify us of your admission; however, you should ask the facility if we have been notified of your admission. For an admission outside Florida, you or the facility should notify us of the admission. Making sure that we are notified of your admission will enable us to provide you information about the Blueprint for Health Programs available to you. You or the facility may notify us of your admission by calling the customer service phone number on your ID Card.

### Out-of-Network

For admissions to an Out-of-Network Hospital, Psychiatric, Substance Abuse or LTAC Facility, you or the facility should notify us of the admission. Notifying us of your admission will enable us to provide you information about the Blueprint for Health Programs available to you. You or the facility may notify us of your admission by calling the customer service phone number on your ID Card.

## Inpatient Facility Program

We may review Hospital stays, Hospice, LTAC and Skilled Nursing Facility (SNF) Services, and other Health Care Services rendered during the course of an inpatient stay or treatment program. We may conduct this review while you are inpatient, after your discharge, or as part of a review of an episode of care when you are transferred from one level of inpatient care to another for ongoing treatment. The review is conducted solely to determine whether a particular admission or Health Care Services rendered during that admission are covered under this Booklet. Using our established criteria then in effect, a concurrent review of the inpatient stay may occur at regular intervals, including before a transfer from one inpatient facility to another. We will let your Physician know when inpatient coverage criteria are no longer met. As a part of this program, we may review specific medical facts or information and assess, among other things, the appropriateness of the Services being rendered, health care setting and/or the level of care of an inpatient admission or other health care treatment program. Any such reviews by us, and any reviews or assessments of specific medical facts or information which we conduct, are solely for purposes of making coverage or payment decisions under this Benefit Booklet and not for the purpose of recommending or providing medical care.

In anticipation of your needs following an inpatient stay, we may provide you and your Physician with information about other Blueprint for Health Programs which may be beneficial to you, and help you and your Physician identify health care resources which may be available in your community. Upon request,

we will answer questions your Physician has regarding your coverage or benefits following discharge from the Hospital.

## **Prior Coverage Authorization/ Pre-Service Notification Programs**

It is important for you to understand our prior coverage authorization programs and how the Provider you select and the type of Service you receive affects these requirements and ultimately how much you will have to pay under this Booklet.

You or your Physician will be required to obtain prior coverage authorization from us for:

1. **Prescription Drugs**, as denoted with a special symbol in the Medication Guide;
2. **advanced diagnostic imaging Services**, such as CT scans, MRIs, MRA and nuclear imaging;
3. **Applied Behavioral Analysis** for Autism Spectrum Disorder or Down Syndrome; and
4. **other Health Care Services** that are or may become subject to a prior coverage authorization program or a pre-service notification program as defined and administered by us.

You are solely responsible for getting any required authorization before Services are rendered regardless of whether the Service is being rendered by an In-Network Provider or Out-of-Network Provider.

1. In the case of **Prescription Drugs**, it is your sole responsibility to obtain prior coverage authorization before the drug is purchased or administered. **If you do not obtain prior coverage authorization, we will deny coverage for the Prescription Drug and not make any payment for the drug or any Service related to the drug or its administration.**

All Prescription Drugs covered under the Medical Pharmacy category in the WHAT IS COVERED? section, require prior authorization. For a list of other medications that require prior coverage authorization and details on how to get an authorization, please refer to the Medication Guide.

2. In the case of **advanced diagnostic imaging Services** such as CT scans, MRIs, MRA and nuclear imaging, you must obtain authorization **before** the advanced diagnostic imaging Services are provided. **If you do not obtain prior coverage authorization we will deny coverage for such Services and not make any payment for such Services.**

For details on how to obtain prior coverage authorization for advanced diagnostic imaging Services, please call the customer service phone number on the back of your ID Card.

3. In the case of **Applied Behavioral Analysis** for Autism Spectrum Disorder or Down Syndrome, you must obtain an authorization **before** the Services are provided. **If you do not obtain prior coverage authorization we will not make any payment for such Services.**

For details on how to obtain prior coverage authorization for Mental Health Services, please call the customer service phone number on the Insured's ID Card.

4. In the case of **other Health Care Services** under a prior coverage authorization or pre-service notification program, you must obtain an authorization or comply with any pre-service notification requirements, **before** the Services are provided.

We will inform you of any Health Care Service that is or will become subject to a prior coverage authorization or pre-service notification program, including how you can obtain prior coverage authorization and/or provide the pre-service notification for such Service. This information will be provided to you upon enrollment, or at least 30 days prior to such Services becoming subject to a prior coverage authorization or pre-service notification program. Such information may be provided to you electronically, if you have elected the delivery of notifications from us in that manner. Changes to the list of other Health Care Services that require prior authorization shall occur no more frequently than twice in a Calendar Year.

Once the necessary medical documentation has been received from you and/or the Provider, Florida Blue or a designated vendor, will review the information and make a prior coverage authorization decision,

based on our established criteria then in effect. You will be notified of the prior coverage authorization decision.

**Note:**

1. Prior coverage authorization is not required when Services are rendered for the treatment of a Medical Emergency.
2. Prior coverage authorizations expire on the earlier of, but not to exceed 12 months:
  - a) the termination date of your policy, or
  - b) the period authorized by us, as indicated in the letter you receive from us.

Subject to our review and approval, we may authorize continued coverage of a previously approved Service. To request a continuation we must receive appropriate documentation from your Provider. The fact that we may have previously authorized coverage does not guarantee a continued authorization.

See the CLAIMS PROCESSING section for information on what you can do if prior coverage authorization is denied.

### **Member Focused Programs**

The Blueprint for Health Programs may include voluntary programs for certain members. These programs may address health promotion, prevention and early detection of disease, chronic illness management programs, case management programs and other member focused programs.

#### **Personal Case Management Program**

The personal case management program focuses primarily on members who suffer from a catastrophic illness or injury. In the event 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 elect to 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 have paid or may offer to pay 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 Benefit Booklet in strict accordance with its terms. The terms of this Booklet will continue to apply, except as specifically modified in writing by us in accordance with the personal case management program rules then in effect.

#### **Health Information, Promotion, Prevention and Illness Management Programs**

These Blueprint for Health Programs may include health information that supports member education and choices for health care issues. These programs focus on keeping you well, help to identify early preventive measures of treatment and help members with chronic problems to enjoy lives that are as productive and healthy as possible. These programs may include illness management programs for Conditions such as diabetes, cancer and heart disease. The programs are voluntary and are designed to enhance your ability to make informed choices and decisions for your unique health care needs. You may call the customer service phone number on your ID Card for more information. Your participation in these programs is completely voluntary.

### **IMPORTANT INFORMATION RELATING TO OUR BLUEPRINT FOR HEALTH PROGRAMS**

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 the responsibility of your health care Providers. You and your Providers are responsible for deciding what medical care should be rendered or received, and when and how that care should be provided. We are solely responsible for determining whether expenses, which have been or will be incurred for medical care are, or will be, covered under this Booklet. In fulfilling this responsibility, we will not be deemed to participate in or override the medical decisions of your health care Provider.

You or your Provider may request that we review a Blueprint for Health Program coverage or payment decision, provided such a request is received by us, in writing, within 90 days of the date of the decision. The review request must include all information deemed relevant or necessary by us. We will review the decision in light of such information and notify you or your representative and the Provider of the review decision.

Please note that we reserve the right to discontinue or modify the Hospital admission notification requirement and any Blueprint for Health Program, at any time without your consent.

PREVIEW

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## ELIGIBILITY FOR COVERAGE

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Each employee or other individual who is eligible to participate in the Group Plan, and who meets and continues to meet the eligibility requirements described in this Booklet, shall be entitled to apply for coverage with us. These eligibility rules are binding upon you and the Group. No changes in our eligibility rules will be permitted unless we have been notified of and have agreed in writing to any such change in advance. We may require acceptable documentation that an individual meets and continues to meet the eligibility requirements such as a court order naming the Covered Employee as the legal guardian or appropriate Adoption documentation described in the ENROLLMENT AND EFFECTIVE DATE OF COVERAGE section.

### Employee Eligibility

In order to be eligible to enroll as a Covered Employee, an individual must be an Eligible Employee. An Eligible Employee must meet each of the following requirements:

1. the employee must be a bona fide employee;
2. the employee's job must fall within a job classification identified on the Group Application.
3. complete any applicable Waiting Period identified on the Group Application; and
4. meet any additional eligibility requirements identified on the Group Application.

The Covered Employee eligibility classification may be expanded to include:

1. retired employees;
2. additional job classifications;
3. employees of affiliated or subsidiary companies of the Group, provided such companies and the Group are under common control; and
4. other individuals as determined by us and the Group, such as members of associations or labor unions.

Any expansion of the Employee eligibility class must be approved in writing by us and the Group prior to such expansion, and may be subject to different Rates.

### Dependent Eligibility

An individual who meets the eligibility criteria specified below is an Eligible Dependent and is eligible to apply for coverage under this Booklet:

1. The Covered Employee's spouse under a legally valid existing marriage.
2. The Covered Employee's natural, newborn, Adopted, foster, or step child(ren) (or a child for whom the Covered Employee 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.
3. 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.

**Note:** You are solely responsible, as the Covered Employee, 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.

### **Children with Disabilities**

In the case of a dependent child with an intellectual or physical disability, such child is eligible to continue coverage as a Covered Dependent, beyond the age of 30, if the child is:

1. otherwise eligible for coverage under the Group Plan;
2. incapable of self-sustaining employment by reason of intellectual or physical disability; and
3. chiefly dependent upon the Covered Employee for support and maintenance provided that the symptoms or causes of the child's intellectual or physical disability existed prior to the child's 30th birthday.

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

### **Other Rules Regarding Eligibility**

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 identity or sexual orientation (except as provided in this section).
3. The Covered Employee must notify us 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 our eligibility requirements, and the Covered Employee does not provide timely notice to us, we shall have the right to retroactively terminate the coverage of such Dependent to the date any such eligibility requirement was not met, and recover an amount equal to the Allowed Amount for Services and/or supplies provided after such date less any Premium received for such Dependent for coverage after such date. Upon our request, the Covered Employee shall provide proof, which is acceptable to us, of a Covered Dependent's continuing eligibility for coverage.
4. If the Group offers an alternative health benefits plan for Medicare eligibles or retirees, and an individual elects to be covered under such plan, then such individual shall not be eligible for coverage under this Policy.



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# DEPENDENT ONLY COVERAGE ENDORSEMENT

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**THIS ENDORSEMENT CHANGES THE ELIGIBILITY RULES UNDER YOUR HEALTH PLAN.  
PLEASE READ IT CAREFULLY.**

Your health plan has been customized at the request of your Group, to **allow Covered Dependents to maintain Group coverage when the Eligible Employee is covered under a Medicare Advantage Plan.** This means that some of the standard language in this Booklet does not apply to your health plan. These changes are listed below.

## ELIGIBILITY FOR COVERAGE

The **Dependent Eligibility** subsection is amended by replacing all references of the term “Covered Employee” to “Covered Employee or Eligible Employee”.

The **Other Rules Regarding Eligibility** subsection is amended as follows:

All references of the term “Covered Employee” are replaced with “Covered Employee or Eligible Employee”.

List item **number 4** is deleted in its entirety.

## ENROLLMENT AND EFFECTIVE DATE OF COVERAGE

The **How to Apply for Coverage** subsection is amended by deleting the chart in its entirety and replacing it with the following:

Coverage Type	Provides Coverage for:
<b>Employee Only</b>	the Eligible Employee only
<b>Employee / Spouse</b>	the Eligible Employee and his or her spouse
<b>Employee / Child(ren)</b>	the Eligible Employee and children only
<b>Employee / Family</b>	the Eligible Employee, spouse and children
<b>Dependent Only</b>	the Eligible Dependents of Eligible Employees who are not covered under this Booklet because they have elected and are enrolled under a Medicare Advantage Plan offered by the Group. This type of Coverage is not available to any other Eligible Employee.

The **Dependent Enrollment** subsection is amended by replacing all references of the term “Covered Employee” to “Covered Employee or Eligible Employee”.

## TERMINATION OF COVERAGE

The **Covered Dependent** subsection is amended by deleting number one in its entirety and replacing it with the following:

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1. on the date the Covered Employee or Eligible Employee's coverage terminates for any reason, whether under this plan or a Medicare Advantage Plan offered by the Group, even when the Covered Dependent is enrolled with "Dependent Only" coverage;

## CONTINUING COVERAGE

The **Federal Continuation of Coverage Law** subsection is amended by replacing all references for the term "Covered Employee" to "Covered Employee or Eligible Employee".

## COORDINATION OF BENEFITS

The **Medicare Secondary Payer Provision** subsection is amended by deleting the second paragraph in its entirety and replacing it with the following:

If you become covered under Medicare and are still eligible and covered under the Group Plan, the Group MAY NOT offer, subsidize, procure or provide a Medicare supplement policy to you, if your coverage under this group plan is by virtue of the Eligible Employee's current employment status. Also, the Group MAY NOT persuade you to decline or terminate your group health coverage and elect Medicare as the primary payer.

This Endorsement shall not extend, vary, alter, replace, or waive any of the provisions, benefits, exclusions, limitations, or conditions contained in the Benefit Booklet, other than as specifically stated in this Endorsement. In the event of any inconsistencies between the provisions contained in this Endorsement and the provisions contained in your Benefit Booklet, the provisions contained in this Endorsement shall control to the extent necessary to effectuate the intent of Florida Blue as expressed herein.

If you have any questions or complaints concerning this Endorsement, please call us toll free at 800-FLA-BLUE.

Florida Blue



Patrick J. Geraghty  
Chief Executive Officer

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# ENROLLMENT AND EFFECTIVE DATE OF COVERAGE

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Eligible Employees and Eligible Dependents may enroll for coverage as described in this section. Any Eligible Employee or Eligible Dependent who is not properly enrolled with us will not be covered under this Booklet. We shall have no obligation whatsoever to any individual who is not properly enrolled.

## General Rules for Enrollment

1. You may apply for coverage by completing an Enrollment Form and submitting it to the Group.
2. All factual representations on the Enrollment Forms must be accurate and complete. Any false, incomplete, or misleading information provided during enrollment, or at any other 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 repay us for any payments we made on your behalf.

## How to Apply for Coverage

To apply for coverage, you as the Eligible Employee must:

1. complete the Enrollment Form and submit it to the Group;
2. provide any other information we may need to determine eligibility, at our request;
3. agree to pay your portion of the required Premium; and
4. to add Eligible Dependents or delete Covered Dependents, complete the Enrollment Form and submit it to the Group.

When applying for coverage, you must elect one of the types of coverage available under the Group's program. Such types may include:

Coverage Type	Provides Coverage for:
<b>Employee Only</b>	the Eligible Employee only
<b>Employee / Spouse</b>	the Eligible Employee and his or her spouse
<b>Employee / Child(ren)</b>	the Eligible Employee and children only
<b>Employee / Family</b>	the Eligible Employee, spouse and children

There may be an additional Premium charge for each Covered Dependent based on the coverage selected by the Group.

## Enrollment Periods

There are only certain times during the year that you can enroll for coverage; these enrollment periods are as follows:

**Initial Enrollment Period:** this is the period of time when you are first eligible to enroll. It starts on the date you are first eligible and ends no less than 30 days later. This time can be when the Group first starts its Plan with us, or when an employee first becomes eligible for coverage under the Plan.

**Annual Open Enrollment Period:** this is the period of time (usually 30 days) when you have an opportunity to select coverage from the alternatives your Group offers in its health benefit program. This period takes place every year prior to the Anniversary Date.

**Special Enrollment Period:** this is the 30-day period of time immediately following a special event such as getting a new dependent or losing other coverage. During this time you may apply for coverage because of the special event. Special events are described in the Special Enrollment Period subsection.

### **Initial Enrollment Period**

1. If you are an Eligible Employee when the Group first obtains coverage with us, you must enroll (yourself and any Eligible Dependents) during the Initial Enrollment Period in order to become covered as of the Effective Date of the Group. In this case, the Effective Date of coverage for you and the dependents you enroll will be the same as the Group.
2. If you become an Eligible Employee after the Group has coverage with us (for example, newly-hired employees) you must enroll (yourself and any Eligible Dependents) before or within the Initial Enrollment Period and your Effective Date of coverage will begin on the date specified on the Group Application.

### **Annual Open Enrollment Period**

If you did not apply for coverage during the Initial Enrollment Period or a Special Enrollment Period you may apply for coverage by completing an Enrollment Form during an Annual Open Enrollment Period. Your Effective Date of coverage will be the first billing date following the Annual Open Enrollment Period, or the date specified by the Group.

If you do not enroll or change your coverage selection during the Annual Open Enrollment Period, you must wait until the next Annual Open Enrollment Period to make any changes, unless a special event, as outlined in the Special Enrollment Period subsection occurs.

### **Special Enrollment Period**

You may apply for coverage outside of the Initial Enrollment Period and Annual Enrollment Period as a result of a special enrollment event. To apply for coverage, you must complete an Enrollment Form and submit it to the Group within the time periods noted below for each special enrollment event.

If you declined coverage when it was first offered under this Group Plan and you stated in writing, that coverage under another group health plan or health insurance coverage was the reason for declining enrollment, you may apply for coverage if one of the following special enrollment events occurs and you complete an Enrollment Form and submit it to the Group within time periods indicated in the chart that follows.

## Special Enrollment Events

Loss of Coverage under...	Caused by...	Enrollment Form due to Group within...
a group health plan or COBRA	<ul style="list-style-type: none"> <li>Exhaustion of COBRA</li> <li>termination of employment</li> <li>reduction in the number of hours you work</li> <li>reaching or exceeding the lifetime maximum of all benefits under other health coverage</li> <li>the employer stopped offering group health coverage</li> <li>death of your spouse</li> <li>divorce or legal separation</li> <li>employer contributions toward such coverage are terminated</li> </ul>	30 days of the date coverage was terminated
a Children's Health Insurance Program (CHIP) or Medicaid	<ul style="list-style-type: none"> <li>loss of eligibility for such coverage</li> <li>becoming eligible for the optional state premium assistance program</li> </ul>	60 days of the date coverage was terminated
<b>Adding Coverage...</b>	<ul style="list-style-type: none"> <li>your marriage</li> <li>your getting a new dependent through birth, Adoption or placement in anticipation of Adoption</li> </ul>	30 days of the date of the event

Your Effective Date of coverage will be the date of the special enrollment event. If you do not enroll or change your coverage during the Special Enrollment Period you must wait until the next Annual Open Enrollment Period.

**Note:** Loss of coverage for failure to pay your portion of the required Premium on a timely basis or for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the prior health coverage) is not a qualifying event for special enrollment.

## Dependent Enrollment

An individual may be added upon becoming an Eligible Dependent of a Covered Employee. Below are special rules for certain Eligible Dependents.

**Newborn Child** – To enroll a newborn child who is an Eligible Dependent, the Covered Employee must complete an Enrollment Form and submit it to the Group. 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 must be notified, in writing, when you are adding a newborn and the rules for Effective Date and Premiums charged for the newborn vary depending on when we receive this written notification. The chart below indicates these differences:

### Newborn Enrollment

<b>If we receive written notice within...</b>	<b>the Effective Date of the newborn will be...</b>	<b>Premium for the newborn child...</b>
30 days after the date of birth	the date of birth	will <b>not</b> be charged for the <b>first 30 days</b>
31 to 60 days after the date of birth	the date of birth	will be charged from the date of birth
61 or more days* after the date of birth	the date of birth	will be charged from the date of birth

\*This applies only if the Group **has not had** an Annual Open Enrollment Period since the baby was born. If we receive the written notice more than 60 days after the birth of the newborn child, and your Group **has had** an Open Enrollment Period since the birth of the newborn, the child may not be added until the Group's next Open Enrollment Period.

Additional Rules for Adopted Newborn Children

If an Adopted newborn's Effective Date of coverage is determined to be the date of birth (based on the above chart), a written agreement to Adopt such child must have been entered into by the Covered Employee prior to the birth of such child, whether or not such an agreement is enforceable. We may require the Covered Employee to provide any information and/or documents which we deem necessary in order to administer this provision. 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 Covered Employee to notify us within ten calendar days of the date that placement was to occur if the Adopted newborn child is not placed in your residence.

The guidelines above only apply to newborns born after the Effective Date of the Covered Employee. If a child is born before the Effective Date of the Covered Employee, the newborn should be added during the Initial Enrollment Period.

**Adopted/Foster Children:** To enroll an Adopted child (other than a newborn child) or Foster Child, the Covered Employee must complete an Enrollment Form and submit it to the Group within 30 days after the date of placement and the Effective Date will be the date the Adopted or Foster child is placed in the residence of the Covered Employee pursuant to Florida law. If timely notice is given, no additional Premium will be charged for coverage of the Adopted or Foster Child for the duration of the notice period (the 30-day period before the child was placed in your home). We may need you to provide additional information or documents deemed necessary, by us in order to properly administer this provision.

If you have submitted the Enrollment Form to the Group on time, as discussed above, but we are not notified timely, the child will be added as of the date of placement so long as we receive the Enrollment Form within 60 days of the placement, and any applicable Premium is paid back to the date of placement. If we are not notified within 60 days of the date of placement, the Covered Employee must make application during an Annual Open Enrollment Period or Special Enrollment Period in order for the Adopted or Foster Child to be covered.

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. It is your responsibility, as the Covered Employee, to notify us in writing if the Adoption does not take place. Upon receipt of this written notification, we will terminate the coverage of the child as of the Effective Date of the Adopted child.

## Foster Children

If the Covered Employee's status as a foster parent is terminated, coverage will end for any Foster Child. It is your responsibility, as the Covered Employee to notify us 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 date provided by the Group on the first billing date following receipt of the written notice.

**Marital Status:** If the Covered Employee marries after his or her Effective Date, he or she may add the spouse who is an Eligible Dependent due to a legally valid marriage. The Covered Employee must complete an Enrollment Form and submit it to the Group within 30 days of the marriage and the Effective Date of coverage for the new spouse will be the date of the marriage.

**Court Order:** You, as the Covered Employee may add an Eligible Dependent outside of the Initial Enrollment Period and Annual Open Enrollment Period if a court has ordered coverage to be provided by you for a minor child under your plan. The Covered Employee must complete an Enrollment Form and submit it to the Group within 30 days of the court order and the Effective Date of coverage for an Eligible Dependent who is enrolled as a result of a court order is the date required by the court or the next billing date.

## **Other Provisions**

### **Rehired Employees**

Individuals who are rehired as employees of the Group are considered newly-hired employees for purposes of this section, unless the employer has indicated that the employee qualifies for the exception as described in the federal regulations. The provisions of the Group Master Policy (which includes this Booklet) applicable to newly-hired employees and their Eligible Dependents (e.g., enrollment, Effective Dates of coverage and Waiting Period) are applicable to rehired employees and their Eligible Dependents if the employee does not qualify for the federal exception.

### **Premium Payments**

In those instances where an individual is to be added to coverage (e.g., a new Eligible Employee or a new Eligible Dependent, including a newborn or Adopted child), that individual's coverage shall be effective, as described in this section, only if we receive the additional Premium payment within 30 days of the date we notified the Group of such amount. In no event shall an individual be covered under this Group Plan if we do not receive the Premium payment within such time period.

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## TERMINATION OF COVERAGE

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### Covered Employee

A Covered Employee's coverage will automatically terminate at 12:01 a.m.:

1. on the date the Policy terminates;
2. on the date the Covered Employee becomes covered under an alternative health benefits plan which is offered through or in connection with the Group;
3. on the last day of the first month that the Covered Employee no longer meets any of the applicable eligibility requirements;
4. on the date the Covered Employee's coverage is terminated for cause; or
5. on the date specified by the Group.

### Covered Dependent

A Covered Dependent's coverage will automatically terminate at 12:01 a.m.:

1. on the date the Covered Employee's coverage terminates for any reason;
2. on the last day of the Calendar Year that the Covered Dependent no longer meets the eligibility requirements;
3. on the date we specify that the Covered Dependent's coverage is terminated by us for cause; or
4. on the date specified by the Group.

If you as the Covered Employee wish to delete a Covered Dependent from coverage, you must complete an Enrollment Form and submit it to the Group prior to the termination date requested. If you wish to terminate your spouse from coverage, in the case of divorce for example, the Enrollment Form must be submitted before the termination date you are requesting, or within 10 days of the date the divorce is final, whichever is applicable.

### Termination for Cause

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

1. fraud, material misrepresentation, or omission in applying for coverage or benefits;
2. you intentionally misrepresent, omit or give false information on Enrollment Form, or other forms completed for us, by you or on your behalf;
3. misuse of the ID Card;

**Note:** 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 the two years from your Effective Date.

### Rescission of Coverage

We reserve the right to Rescind coverage under this Booklet for any individual covered under this Booklet as permitted by law.

We may only Rescind your coverage if you or another person on your behalf commits fraud or intentional misrepresentation of material fact in applying for coverage or benefits.



We will provide at least 45 days advance written notice to the Covered Employee 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.

### **Notice of Termination**

It is the Group's responsibility to immediately notify you of termination of the Policy for any reason.

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

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

PREVIEW

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# CONTINUING COVERAGE

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## Introduction

This section describes the ways coverage can be continued after your termination date. We have divided this section into three subsections: Federal Continuation Provisions, Conversion Privilege and Extension of Benefits.

## Federal Continuation of Coverage Law

A federal continuation of coverage law, known as the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, may apply to your Group; if so, you may be entitled to continue coverage for a limited period of time, if you meet the applicable requirements, make a timely election, and pay the proper amount required to maintain coverage.

You must contact your Group to determine if you are entitled to COBRA continuation of coverage. Your Group is solely responsible for meeting all of the obligations under COBRA, including the obligation to notify you of their rights under COBRA. If you or the Group do not meet your obligations under COBRA and the Policy, we shall not be liable for any claims incurred by you after your coverage terminates.

A summary of your COBRA rights and the general conditions for qualification for COBRA continuation coverage is provided below. This summary is not meant as a representation that any of the COBRA obligations of the Group are met by the purchase of the Policy; the duty to meet such obligations remains with the Group.

1. The following is a summary of what you may elect, if COBRA applies to your Group and you are eligible for such coverage: You may elect to continue your coverage for a period not to exceed 18 months\* in the case of:
  - a) termination of employment of the Covered Employee other than for gross misconduct; or
  - b) reduced hours of employment of the Covered Employee.

**\*Note:** You are eligible for an 11 month extension of the 18 month COBRA continuation option above (to a total of 29 months) if you are totally disabled, as defined by the Social Security Administration (SSA), at the time of your termination, reduction in hours or within the first 60 days of COBRA continuation coverage. You must supply notice of the disability determination to the Group within 18 months of becoming eligible for continuation coverage and no later than 60 days after the SSA's determination date.

2. Your Covered Dependents may elect to continue their coverage for a period not to exceed 36 months in the case of:
  - a) the Covered Employee's entitlement to Medicare;
  - b) divorce or legal separation from the Covered Employee;
  - c) death of the Covered Employee;
  - d) the employer files bankruptcy (subject to bankruptcy court approval); or
  - e) a Covered Dependent child who ceases to be an Eligible Dependent under the terms of the Policy.

Children born to or placed for Adoption with the Covered Employee during the continuation coverage periods noted above are also eligible for the remainder of the continuation period.

If you are eligible to continue group health insurance coverage pursuant to COBRA, the following conditions must be met:

1. The Group must notify you of your continuation of coverage rights under COBRA within 14 days of the event that creates the continuation option. If coverage would be lost due to Medicare entitlement, divorce, legal separation or because a Covered Dependent child no longer meets eligibility requirements, you or your Covered Dependent must notify the Group, in writing, within 60 days of any of these events. The Group's 14-day notice requirement runs from the date of receipt of such notice.
2. You must elect to continue the coverage within 60 days of the later of:
  - a) the date that your coverage ends; or
  - b) the date the notification of continuation of coverage rights is sent by the Group.
3. COBRA coverage will end if you become covered under any other group health plan. However, COBRA coverage may continue if the new group health plan contains exclusions or limitations due to a Pre-existing Condition that would affect your coverage.
4. COBRA coverage will end if you become entitled to Medicare.
5. If you are totally disabled and eligible and elect to extend your continuation of coverage, you may not continue such extension of coverage more than 30 days after a determination by the SSA that you are no longer disabled. You must inform the Group of the SSA's determination within 30 days of such determination.
6. You must meet all Premium payment requirements and all other eligibility requirements described in COBRA, and, to the extent not inconsistent with COBRA, as described in the Policy.
7. The Group must continue to provide group health coverage to its employees, in order for COBRA continuation coverage to remain available to you.

An election by a Covered Employee or Covered Dependent spouse shall be deemed to be an election for any other qualified beneficiary related to that Covered Employee or Covered Dependent spouse, unless otherwise specified in the election form.

**Note:** This section shall not be interpreted to grant any continuation rights in excess of those required by COBRA and/or Section 4980B of the Internal Revenue Code. Additionally, the Policy shall be deemed to have been modified, and shall be interpreted, so as to comply with COBRA and changes to COBRA that are mandatory with respect to the Group.

## **Conversion Privilege**

If your Group Plan has terminated, you may apply for conversion to a non-group plan. Florida Blue and the Group have no obligation to notify you of the conversion privilege. It is your sole responsibility to exercise this conversion privilege subject to the provisions set forth below.

### **Eligibility Criteria for Conversion**

1. You are entitled to apply for a conversion contract for non-group plan if: you have been continuously covered under this Policy for at least three consecutive months; or , you were covered for at least three consecutive months under any other group policy providing similar benefits that the Policy immediately replaced; and
2. your coverage has been terminated for any reason, including discontinuance of the Policy in its entirety and termination of continued coverage under COBRA.

The conversion contract shall be issued without regard to health status or requirements for Health Care Services. We must receive the completed conversion application and the applicable Premium payment within the 63-day period beginning on the date the Policy terminated. If the Policy has been terminated due to non-payment of Premium by the Group, we must receive the completed conversion application

and the applicable Premium payment within the 63-day period beginning on the date notice was given to the Group that the Policy terminated.

In the event we do not receive the conversion application and the initial Premium payment within such 63-day period, your conversion application will be denied and you will not be entitled to a conversion policy.

**Conversion is not available if termination occurred for any of the following reasons:**

1. you had not been continuously covered under the Policy for at least three months prior to termination;
2. failure to pay any required Premium unless such non-payment was due to acts of an employer or person other than you;
3. replacement of coverage by similar group coverage occurs within 31 days of termination;
4. fraud or intentional misrepresentation in applying for the Policy or for any Covered Services;
5. termination for cause as set forth in the TERMINATION OF COVERAGE section;
6. you are eligible for, or covered under, Medicare.

Additionally, conversion is not available:

1. if you are eligible for similar benefits, whether or not you are actually covered under any arrangement of coverage for individuals in a Group;
2. if you are covered by similar benefits by another hospital, surgical, medical or major medical expense insurance policy or hospital or medical Service insured contract or medical practice or other prepayment plan, or by any other plan or program;
3. if similar benefits are provided for or are available to you pursuant to or in accordance with the requirements of any state or federal law (e.g., COBRA); or
4. if the benefits provided or available to you, together with the benefits provided by us, would result in excess of coverage, as determined by us.

**Conversion Coverage**

The conversion contract issued to each individual who converts to non-group coverage shall include a level of benefits for "minimum Services" which is similar to the level of benefits for the Services included in this Booklet. For purposes of this section, the term "minimum Services" shall mean Services which include any of the following: emergency care, inpatient Hospital Services, Physician care, ambulatory diagnostic treatment, and preventive Health Care Services. Conversion coverage is not a continuation of the Policy. Benefits under such conversion coverage may differ from benefits under the Policy and any Endorsements attached thereto. Conversion coverage may continue in effect as long as you: (a) continue to meet all applicable eligibility requirements; (b) pay all applicable fees and charges; and (c) otherwise comply with all requirements under the conversion contract.

**Effective Date of Conversion**

The effective date of conversion coverage shall be the day following the termination of the Policy. However, until such time as coverage under the conversion contract becomes effective, you shall pay the Allowed Amount for any Covered Services rendered during the 63-day period immediately following termination of the Policy. In the event such conversion coverage becomes effective, you may request reimbursement from us for any payment for Covered Services. You must submit proof of payment to us in order to obtain reimbursement.

## Extension of Benefits

If the Policy is terminated, coverage will end on the termination date, except as listed below. The extension of benefits described below only applies when the Policy is terminated, and the benefits provided under an extension of benefits are subject to all of the terms included in this Booklet.

**Note:** You must provide proof that you are entitled to an extension of benefits.

### Extension of Benefits

1. If you are pregnant on the termination date of the Policy, we will provide a limited extension of the maternity benefits, as long as the pregnancy started while you were covered by us. This extension of benefits is only for Covered Services necessary to treat the pregnancy and will automatically terminate on the date the child is born.
2. If you are totally disabled on the termination date of the Policy because of a specific accident or illness that happened while you were covered under the Policy, we will provide a limited extension of benefits for you only. This extension of benefits is for Covered Services necessary to treat the disabling Condition. This extension of benefits will only continue as long as the disability is continuous and uninterrupted, however, in any event, this extension of benefits will automatically terminate at the end of the 12-month period beginning on the termination date of the Policy.
3. **Note:** For purposes of this subsection, you will be considered totally disabled only if, in our opinion, you are unable to work at a job for which you have the education, training, or experience, and you require regular care from a Physician for the disability. This applies, even if you are not working (e.g., a student, non-working spouse, or children), if you are unable to perform the normal day-to-day activities which you would otherwise be able to perform. If you are receiving covered dental treatment on the termination date of the Policy, we will provide a limited extension of such covered dental treatment as long as the course of dental treatment or dental procedures were recommended in writing and started while you were covered by us. Additionally, the dental procedures must be for Services other than routine examinations, prophylaxis, x-rays, sealants, or orthodontic Services and performed within 90 days after the Policy terminated.

**Note:** This extension of benefits is for Covered Services necessary to complete the dental treatment only. This extension of benefits will automatically terminate at the end of the 90-day period beginning on the termination date of the Policy or on the date you become covered under a succeeding insurance, health maintenance organization or self-insured plan providing coverage or Services for similar dental procedures. You are not required to be totally disabled in order to be eligible for this extension of benefits.

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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. 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 insurance, group-type self-insurance, or HMO plan;
2. any group contract 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, as described in the Medicare Secondary Payer Provisions subsection; and
5. to the extent permitted by law, any other government sponsored health insurance program.

The amount of payment by us, is based on whether or not we are the primary payer. When we are primary, we will pay for Covered Services without regard to 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 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. In the event that the primary payer's payment exceeds our Allowed Amount, no payment will be made for such Services.

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

1. This plan always pays secondary to any medical payment, personal injury protection (PIP) coverage or no-fault coverage under any automobile policy available to you.
2. When we cover you as a dependent and the other plan covers you as other than a dependent, we will be secondary.
3. 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.
4. When we cover a dependent child whose parents are not married, or are separated or divorced:
  - a) the plan of the parent with custody is primary;
  - b) the plan of the remarried parent with custody is primary regardless of whether the remarried parent is the employee or a dependent under the step-parent's plan; the step-parent's plan is secondary;
  - c) and the plan of the parent without custody pays last;
  - d) 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.

5. When an employee or the employee's dependent and you are covered under a plan that covers you as a laid off or retired employee or as the employee's dependent and the other plan covers you as a dependent:
  - a) the plan that covers you by virtue of active employment, e.g. as the dependent spouse of an active employee, is 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.
6. If you have continuation of coverage under COBRA or Florida Health Insurance Coverage Continuation Act (FHICCA or mini COBRA), and also under another group plan, the following order of benefits applies:
  - a) first, the plan covering the person as an employee, or as the employee's dependent; and
  - b) second, the coverage purchased under the plan covering the person as a former employee, or as the former employee's dependent provided according to the provisions of COBRA or FHICCA.
7. When rules 1 through 6 above do not establish an order of benefits, the plan which has covered the Covered Person the longest shall be primary.
8. If the other plan does not have rules that establish the same order of benefits as under this Booklet, the benefits under the other plan will be determined primary to the benefits under this Booklet.

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.

### **Medicare Secondary Payer Provisions**

When you become covered under Medicare and are still eligible and covered under the Group Plan, your Group Plan will be primary and Medicare benefits will be secondary, but only to the extent required by law. In all other instances, your coverage under the Group Plan will be secondary to any Medicare benefits. When your Group Plan is the primary payer, claims for Covered Services should be filed with us first.

If you become covered under Medicare and are still eligible and covered under the Group Plan, the Group MAY NOT offer, subsidize, procure or provide a Medicare supplement policy to you. Also, the Group MAY NOT persuade you to decline or terminate your Group Plan coverage and elect Medicare as the primary payer.

When you turn 65 or become eligible for Medicare due to End Stage Renal Disease ("ESRD"), you must notify the Group.

### **Individuals With End Stage Renal Disease**

If you become entitled to Medicare coverage because of ESRD your under Group Plan is primary for 30 months beginning with the earlier of:

1. the month in which you became entitled to Medicare Part A ESRD benefits; or
2. the first month in which you would have been entitled to Medicare Part A ESRD benefits, if a timely application had been made.

If Medicare was already primary before ESRD, Medicare will remain primary. (Also, if your Group Plan coverage was primary before ESRD entitlement, the Group Plan will remain primary for the ESRD coordination period. If you are eligible for Medicare due to ESRD, your Group Plan coverage is primary for 30 months.

### **Disabled Active Individuals**

Your Group Plan coverage is primary, if:

1. your Group is a part of a health plan that has covered employees of at least one employer of 100 or more full-time or part-time employees on 50% or more of its regular business days during the previous Calendar Year; and
2. you are entitled to Medicare coverage because of disability (unless you have ESRD).

Primary coverage under the Group Plan is pursuant to the following terms:

1. your Group Plan coverage is primary during any month in which you are entitled to Medicare coverage because of disability;
2. your entitlement to primary coverage under this subsection will terminate automatically when:
  - a) you turn 65 years of age; or
  - b) you no longer qualify for Medicare coverage because of disability; or
  - c) you elect Medicare as the primary payer. Coverage will terminate as of the date of your election.

Under Medicare, the Group MAY NOT offer, subsidize, procure or provide a Medicare supplement policy to you or induce you to decline or terminate your Group Plan coverage and elect Medicare as the primary payer.

3. Your entitlement to primary coverage under this subsection will terminate automatically if you no longer qualify under applicable Medicare regulations and instructions. The Group shall notify us, without delay, of any such change in status.

### **Miscellaneous**

This section shall be changed, if necessary, to comply with federal statutory and regulatory Medicare Secondary Payer rules as they relate to Medicare beneficiaries who are covered under a group plan.

We will not be liable to the Group or anyone covered under the Group Plan due to any non-payment of primary benefits that result from any failure of the Group's performance or obligations set forth in this section.

If we elect to make primary payments for Covered Services rendered to you as described in this section in a period prior to receipt of the information required by the terms of this section, we may require the Group to reimburse us for such payments. Or we may require the Group to pay the rate difference that resulted from the Group's failure to provide us with the required information in a timely manner.

### **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 the Policy and, to the extent of such payments, we shall be fully discharged from liability.

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

The benefits provided under this Booklet shall not duplicate any benefits to which you are entitled, or for which you are eligible, under government 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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# CLAIMS PROCESSING

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## Introduction

This section is intended to:

- help you understand what you or your treating Providers must do, under the terms of this Booklet, in order to obtain payment for Covered Services that have been rendered or will render to you; and
- 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.

If your Group Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), your plan administrator (usually the employer) is solely responsible for complying with ERISA. While the benefit determination timeliness standards set forth in this section are generally consistent with ERISA, we are not legally responsible for notifying you of any rights you may have under ERISA. If you are not sure of your rights under ERISA, you can contact the plan administrator or an attorney of your choice. We will follow the claim determination procedures and notice requirements set forth in this section even if the Group Plan is not subject to ERISA.

Under no circumstances will we be held responsible for, nor will we accept liability relating to, the failure of your Group Plan's sponsor or plan administrator to: 1) comply with ERISA's disclosure requirements; 2) provide you with a Summary Plan Description (SPD) as that term is defined by ERISA; or 3) comply with any other legal requirements. You should contact the plan sponsor or administrator with questions relating to the Group Plan's SPD. We are not your Group Plan's sponsor or plan administrator. In most cases, a plan's sponsor or plan administrator is the employer who establishes and maintains the plan.

## Types of Claims

For purposes of this Booklet, there are three types of claims: 1) Pre-Service Claims; 2) Post-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.

PPC Providers and Traditional Program Providers have agreed to file Post-Service Claims with us for Health Care Services they render to you. In the event a Provider who renders Services to you does not file a Post-Service Claim for such Services, it is your responsibility to file it with us.

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 were 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 code(s);

3. the amount actually charged by the Provider;
4. the diagnosis including any applicable diagnosis code(s);
5. the Provider's name and address;
6. the patient's name; and
7. the Covered Employee'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 for Health Care Services you receive 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 Booklet, 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 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 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 process 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 described in this 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.

We will investigate any allegation of improper billing by a Provider upon receipt of written notification from you. If we determine that you were billed for a Service that was not actually performed, any payment amount will be adjusted and, if applicable, a refund will be requested. In such a case, if payment to the Provider is reduced due solely to the notification from you, we will pay you 20 percent of the amount of the reduction, up to a total of \$500.

## **Pre-Service Claims**

### **How to File A Pre-Service Claim**

This Booklet 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 WHAT IS COVERED? section, the BLUEPRINT FOR HEALTH section and other applicable sections of this Booklet. You may also call the customer service phone 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 Booklet 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 your 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 on 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 your 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 your 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 described 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 Booklet or termination of your coverage as provided by this Booklet.

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 Booklet 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 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.

### **How to Appeal an Adverse Benefit Determination**

Except as described below, you, or a representative designated by you in writing, have the right to appeal an Adverse Benefit Determination. An appeal of an Adverse Benefit Determination will be reviewed using the process described below. Your appeal must be submitted in writing to us for an internal appeal, 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 an appeal. In the event you do not fully cooperate with us, you will be deemed to have waived your right to have the appeal processed within the time frames set forth in this section.
2. You, or a Provider or a person acting on your behalf, must specifically request an expedited review. The expedited appeal 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 appeal will not be accepted for an Adverse Benefit Determination on a Post-Service Claim.
3. We must receive your appeal of an Adverse Benefit Determination in person or in writing.
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 any new or additional information is received from anyone other than you, a copy must be provided to you free of charge and as soon as possible and sufficiently in advance of the date on which the final adverse notice is to be provided to give you a reasonable opportunity to respond prior to that date.
6. 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 the Booklet to your medical circumstances. This information is provided free of charge.
7. During the review process, the Services in question will be reviewed without regard to the decision reached in the initial determination.

8. We may consult with appropriate Physicians in the same or similar specialty as typically manages the Condition, procedure, or treatment under review, as necessary.
9. Any independent medical consultant who reviews your Adverse Benefit Determination on our behalf will be identified upon request.
10. 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.
11. 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.
12. We will review the appeal 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 appeal decisions in writing, as outlined in the Timing of Our Appeal Review on Adverse Benefit Determinations subsection.
14. If you wish to give someone else permission to appeal 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 appeal. An Appointment of Representative form is not required if your Physician is appealing 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 number on your ID card.
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 appeals, as described in the How to Request External Review of Our Appeal Decision subsection below.

**Appeals must be sent to the address below:**

Florida Blue  
Attention: Member Appeals  
P.O. Box 44197  
Jacksonville, Florida 32231-4197

Timing of Our Appeal Review on Adverse Benefit Determinations

We will use our best efforts to review your appeal of an Adverse Benefit Determination and communicate the decision in accordance with the following time frames:

1. Pre-Service Claims: within 30 days of the receipt of your appeal;
2. Post-Service Claims: within 60 days of the receipt of your appeal; 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 receipt of your request. If additional information is necessary we will notify you within 24 hours and we must receive the requested additional information within 48 hours of the request. After we receive the additional information, we will have an additional 48 hours to make a final determination.

**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.

**Exhaustion of Internal Appeals Process**

Generally, you must complete all appeal processes outlined in this Benefit Booklet before you can obtain independent external review or bring an action in litigation. However, if we do not strictly adhere to all

claim determination and appeal requirements under applicable law, you are considered to have exhausted our appeal requirements (“Deemed Exhaustion”) and may proceed with independent external review unless a minor exception applies. Minor exceptions are allowed when failure to adhere was non-prejudicial; attributable to good cause or matters beyond our control; in the context of on-going good-faith exchange of information; and not reflective of a pattern or practice of non-compliance.

## **Your Rights under Florida Statute 627.6141**

You, or a Provider acting on your behalf, who has had a claim denied as not Medically Necessary has the opportunity to appeal the claim denial. The appeal may be directed to an employee of Florida Blue who is a licensed Physician responsible for Medical Necessity reviews. The appeal may be by telephone and the Physician will respond to you, within a reasonable time, not to exceed 15 business days.

## **How to Request External Review of Our Appeal Decision**

If we deny your appeal and our decision involves 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 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:

Florida Blue  
Attention: Member External Reviews DCC9-5  
Post Office Box 44197  
Jacksonville, FL 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.

## **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 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 and Autopsy**

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 Booklet 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 was denied.
2. Reference to the specific Booklet 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. A description of the applicable Adverse Benefit Determination review procedures and the time limits applicable to such procedures.
5. If the Adverse Benefit Determination is based on the Medical Necessity or Experimental or Investigational 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 our facilities, personnel or 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 the 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.

### **ERISA Civil Action Provision**

A federal law known as the Employee Retirement Security Act of 1974 (ERISA), as amended, may apply to the Group Plan. If ERISA applies to the Group Plan, you are entitled, after exhaustion of the appeal procedures provided for in this section, to pursue civil action under Section 502(a) of ERISA in connection with an Adverse Benefit Determination or any other legal or equitable remedy otherwise available.

PREVIEW

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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 Booklet 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 the Policy may be amended without your consent or that of the Group or any other person, upon 45 days prior written notice to the Group. In the event the amendment is unacceptable to the Group, the Group may terminate the Policy upon at least ten days prior written notice to us. Any such amendment shall be without prejudice to claims filed with us 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 Booklet, 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/or benefits to be provided by us under the Group Plan may not be amended by the Group unless such amendment is evidenced in writing and signed by our duly authorized officer. The Group shall immediately notify each Covered Person of any such amendment or shall assist us in so notifying you at our request.

## 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 the Group's 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 Booklet. 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 family members 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.

## **Changes in Premium**

We may modify the Premiums, without your consent upon at least 45 days prior notice to the Group. Payments submitted to us following receipt of any such notice of modification constitutes acceptance by the Group of any such modification. Compliance With State and Federal Laws and Regulations

The terms of coverage and benefits to be provided by us under the Policy 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, the Group, 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 the Policy, 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 the Policy, 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, each Covered Person hereby authorizes us to release to In-Network Providers claims information, including related medical information pertaining to the Covered Person 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 the Policy. Failure to do so may result in the denial of claims and will constitute grounds for termination for cause by us as described in the TERMINATION OF COVERAGE section.

## **Customer Rewards Programs**

From time to time, we may offer programs to you that reward you for following the terms of the program. This includes shared savings incentive programs as defined under Florida law. We will tell you about any available rewards programs in general mailings, newsletters and/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 Booklet. We reserve the right to offer rewards in excess of \$100 per year as well as the right to discontinue or modify any reward program features or promotional offers at any time without your consent.

## **ERISA**

We are not the plan sponsor or plan administrator of your Group Plan, as defined by the Employee Retirement Income Security Act (ERISA). If the Group Plan under which you are covered is subject to ERISA, the Group, as either plan sponsor or plan administrator of an employee welfare benefit plan subject to ERISA, is responsible for ensuring compliance with ERISA.

## **Evidence of Coverage**

You have been provided with this Booklet and an ID Card as evidence of coverage under the Policy issued by us to the Group.

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

## **Modification of Provider Network**

Our Provider network is subject to change at any time without prior notice to, or approval of, you or the Group. 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, or approval of, you or the Group. It is your responsibility to determine whether a health care Provider is an In-Network Provider at the time Services are rendered. Under this Booklet, 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 to which we may be entitled under applicable law, the Policy, or this Booklet.

## 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 Group Application and/or the ID Card.

### If to you:

To the latest address provided by you according to our records or to your latest address on Forms actually delivered to us.

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

### If to the Group:

To the address indicated on the Group Application.

## Our Obligations Upon Termination

Upon termination of your coverage for any reason, we shall have no further liability or responsibility under the Policy 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 Booklet.

## Relationships Between the Parties

### Florida Blue and Health Care Providers

Neither Florida Blue 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. Neither Florida Blue nor the Group will assume liability for any loss or damage arising as a result of acts or omissions of any health care Provider.

### Florida Blue and the Group

Neither the Group nor any Covered Person is our agent or representative, and neither shall be liable for any acts or omissions of Florida Blue, its agents, servants, or employees. Additionally, neither the Group, any Covered Person, nor Florida Blue 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 has made or hereafter makes arrangements for the provision of Covered Services. Florida Blue is not the agent, servant, or representative of the Group or any Covered Person, and shall not be liable for any acts or omissions of the Group, its agents, servants, employees, any Covered Person, or any person or organization with which the Group has entered into any agreement or arrangement. By acceptance of coverage and/or benefits 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.

## **Right of Recovery**

Whenever we have made payments in excess of the maximum provided for under this Booklet, 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 to Receive and Release Necessary Information**

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

## **Subrogation and Right of Reimbursement**

As used herein, the term "Third Party," means any party that is, or may be, or is claimed to be responsible for illness or injuries to the you. Such illness or injuries are referred to as "Third Party Injuries." "Third Party" includes any party responsible for payment of expenses associated with the care or treatment of Third Party Injuries.

If benefits are paid under this Booklet for expenses incurred due to Third Party Injuries, then we retain the right to repayment of the full cost of all benefits provided under this Booklet on your behalf that are associated with the Third Party Injuries. Our subrogation and reimbursement rights of recovery apply to any claim or potential claim made by you or on your behalf from the following sources, including but not limited to:

- Payments made by a Third Party or any insurance company on behalf of the Third Party;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
- Any Workers' Compensation or disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners' medical payments coverage or premises or homeowners' insurance coverage; and
- Any other payments from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

By accepting benefits under this Booklet, you specifically acknowledge our right of subrogation. In the event you suffer injuries for which a Third Party is responsible (such as someone injuring you in an accident), and we pay benefits under this Booklet as a result of those injuries, we will be subrogated and succeed to the right of recovery against such Third Party to the extent of the benefits we have paid. This means that we have the right, independently of you, to proceed against the Third Party responsible for your injuries to recover the benefits we have paid. In order to secure our recovery rights, you agree to assign to us any benefits or claims or rights of recovery you have under any automobile policy or other coverage, to the full extent of our subrogation and reimbursement claims. This assignment allows us to pursue any claim you may have, whether or not you choose to pursue the claim.

By accepting benefits under this Booklet, you also specifically acknowledge our right of reimbursement. This right of reimbursement attaches when we have paid health care benefits for expenses incurred due

to Third Party Injuries and you or your representative has recovered any amounts from a Third Party. By providing any benefit under this Booklet, we are granted an assignment of the proceeds of any settlement, judgment or other payment received by you to the extent of the full cost of all benefits provided under this Booklet. Our right of reimbursement is cumulative with and not exclusive of our subrogation right and we may choose to exercise either or both rights of recovery. By accepting benefits under this Booklet, you or your representatives further agree to:

- Notify us promptly and in writing when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to Third Party Injuries sustained by you;
- Cooperate with us and do whatever is necessary to secure our right of subrogation and reimbursement under this Booklet;
- Give us a first-priority lien on any recovery, settlement, or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with Third Party Injuries provided under this Booklet (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement);
- Pay, as the first priority, from any recovery, settlement, judgment, or other source of compensation, any and all amounts due to us as reimbursement for the full cost of all benefits associated with Third Party Injuries paid under this Booklet (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement), unless otherwise agreed to us in writing;
- Do nothing to prejudice our rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid under this Booklet; and
- Serve as a constructive trustee for the benefits under this Booklet over any settlement.

We may recover the full cost of all benefits paid by us under this Booklet without regard to any claim of fault on your part, whether by comparative negligence or otherwise. In the event you or your representative fails to cooperate with us, you shall be responsible for all benefits provided by us under this Booklet in addition to costs and attorney's fees incurred by us in obtaining repayment.

### **Third Party Beneficiary**

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

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## DEFINITIONS

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

### A

**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.

**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 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.

**Adverse Benefit Determination** means any denial, reduction or termination of coverage, benefits, or payment (in whole or in part) under this Booklet 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 Florida, this amount will be established in accordance with the applicable agreement between that Provider and Florida Blue.
2. In the case of an In-Network Provider located outside of Florida, this amount will generally be established in accordance with the negotiated price that the on-site Blue Cross and/or Blue Shield Plan ("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 PROGRAM section for more details.
3. In the case of Out-of-Network Providers located in Florida who participate in the Traditional Program, this amount will be established in accordance with the applicable agreement between that Provider and Florida Blue.
4. In the case of Out-of-Network Providers located outside of Florida who participate in the BlueCard Traditional 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 PROGRAM section for more details.
5. In the case of an Out-of-Network Provider that has not entered into an agreement with Florida Blue 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 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 a Florida Blue 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 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.

If a particular Covered Service is not available from any PPC Provider, as determined by us, the allowed amount, whenever Florida Statute 627.6471 applies, means the usual and customary charge(s) of similar Providers in a geographical area established by us.

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 Booklet apply. You should refer to the WHAT IS COVERED? section of this Booklet 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 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. You will be responsible for any difference between our allowed amount and the amount billed for Covered Services by any such Out-of-Network Provider.

**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 of another state.

**Ambulatory Surgical Center** means a facility properly licensed pursuant to Chapter 395 of the Florida Statutes, or a similar applicable law 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 date, one year after the Effective Date stated on the Group Application and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

**Applied Behavior Analysis** means the design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, but not limited to, the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

**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.

**Autism Spectrum Disorder** means any of the following disorders as defined in the diagnostic categories of the International Classification of Diseases, (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:

1. Autistic disorder;

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2. Asperger's syndrome;
3. Pervasive developmental disorder not otherwise specified; and
4. Childhood Disintegrative Disorder.

## B

**Benefit Booklet or Booklet** means the certificate of coverage, which is evidence of coverage under the Policy.

**Benefit Period** means a consecutive period of time, specified by Florida Blue and the Group, in which benefits accumulate toward the satisfaction of Deductibles, out-of-pocket maximums and any applicable benefit maximums. The Benefit Period is listed on the Schedule of Benefits, and will not be less than 12 months, unless indicated as such.

**Birth Center** means any facility, institution, or place, properly licensed pursuant to Chapter 383 of the Florida Statutes, or a similar applicable law of another state, 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.

**BlueCard PPO Program** means a national Blue Cross and Blue Shield Association program available through Florida Blue. Subject to any applicable BlueCard Program rules and protocols, you may have access to the BlueCard PPO Program discounts of other participating Blue Cross and/or Blue Shield plans.

**BlueCard PPO Program Provider** means a Provider designated as a BlueCard PPO Program Provider by the Host Blue.

**BlueCard Program** means a national Blue Cross and Blue Shield Association program available through Florida Blue. Subject to any applicable BlueCard Program rules and protocols, you may have access to the Provider discounts of other participating Blue Cross and/or Blue Shield plans.

**BlueCard Traditional Program** means a national Blue Cross and Blue Shield Association program available through Florida Blue. Subject to any applicable BlueCard Program rules and protocols, you may have access to the BlueCard Traditional Program discounts of other participating Blue Cross and/or Blue Shield plans.

**BlueCard Traditional Program Provider** means a Provider designated as a BlueCard Traditional Program Provider by the Host Blue.

**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 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.

## C

**Calendar Year** begins January 1st and ends December 31st 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.

**Care Coordination** means organized, information-driven patient care activities intended to facilitate the appropriate responses to a Covered Person's health care needs across the continuum of care.

**Care Coordinator Fee** means a fixed amount paid by a Blue Cross and/or Blue Shield Licensee, to Providers periodically for Care Coordination under a Value-Based Program.

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

**Certified Registered Nurse Anesthetist** means a person who is a properly licensed nurse who is a certified advanced practice registered nurse within the nurse anesthetist category 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.

**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 BLUEPRINT FOR HEALTH PROGRAM section.

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

**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 practice registered nurse (APRN) who operates under a set of clinical protocols that strictly limit the Conditions the APRN 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 APRN.

**Copayment or Copay** means, when applicable, the dollar amount established solely by us which you must pay to a health care Provider by you at the time 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, Deductible, Per Visit Deductible and/or Per Admission Deductible (PAD) 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 FOR COVERAGE section and who is enrolled, and actually covered, under the Policy other than as a Covered Employee.

**Covered Employee** means an Eligible Employee or other individual who continues to meet all applicable eligibility requirements described in the ELIGIBILITY FOR COVERAGE section and who is enrolled and actually covered under the Policy other than as a Covered Dependent.

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

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

**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 that you must actually pay each Benefit Period to an appropriate licensed health care Provider, who is recognized for payment under this Booklet, before our payment for Covered Services begins.

**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 a similar applicable law 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.

**Down syndrome** means a chromosomal disorder caused by an error in cell division which results in the presence of an extra whole or partial copy of chromosome 21.

**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.

**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 an entity that is properly licensed, if applicable, pursuant to 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.

## E

**Effective Date** for the Group means 12:01 a.m. on the date so specified on the Group Application and for you, means 12:01 a.m. on the date coverage will begin as specified in the ENROLLMENT AND EFFECTIVE DATE OF COVERAGE section.

**Eligible Dependent** means an individual who meets and continues to meet all of the eligibility requirements described in the ELIGIBILITY FOR COVERAGE section.

**Eligible Employee** means an employee who meets and continues to meet all of the eligibility requirements set forth in the ELIGIBILITY FOR COVERAGE section, and is eligible to enroll as a Covered Employee. An eligible employee is not a Covered Employee until actually enrolled and accepted for coverage as a Covered Employee by us.

**Endorsement** means a document issued by us that changes or modifies language in the Policy or this Booklet. Endorsements may also be referred to as amendments.

**Enrollment Date** means the date of enrollment of the individual under the Policy or, if earlier, the first day of the Waiting Period.

**Enrollment Form(s)** means those forms, electronic or paper, used to maintain accurate enrollment files under the Policy and which are approved for use by us.

**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 FDA 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: 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.

## F

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

**Florida Blue** is a trade name of Blue Cross and Blue Shield of Florida, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

**Foster Child** means a person who is placed in the your residence and care under the Foster Care Program by the Florida Department of Health and Rehabilitative Services in compliance with Florida law, or a similar applicable law of another state.

## G

**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.

**Group** means the employer, labor union, trust, association, partnership, or corporation, department, other organization or entity through which coverage and benefits are issued by us

**Group Application** means the Florida Blue form, electronic (where available) or paper, including the underwriting questionnaire form, if any, that the Group must submit to us when requesting the issuance of the Policy.

**Group Master Policy** or **Policy** means the written document which is evidence of, the entire agreement

between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons. The Policy includes this Booklet, the Schedule of Benefits, the Group Application, Enrollment Forms and any Endorsements to this Booklet or the Policy.

**Group Plan** means the employee welfare benefit plan established by the Group and through which you become entitled to coverage and benefits for the Covered Services described in this Booklet.

## H

**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 an agency or organization properly licensed pursuant to Chapter 400 of the Florida Statutes, or a similar applicable law of another state, which provides health Services in the home.

**Home Health Care or Home Health Care Service** 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 properly 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.

## I

**Identification (ID) Card** means the cards we issue to Covered Employees. 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, the Policy.

**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 a licensed, certified non-Physician personnel under appropriate Physician supervision. An independent diagnostic testing center must be properly registered with the Agency for Health Care Administration and must comply with all applicable Florida law 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** means, when used in reference to Covered Services, the level of benefits payable to an In-Network Provider as designated on your Schedule of Benefits under the heading "In-Network". Otherwise, In-Network means, when used in reference to a Provider, any health care Provider who, at the time Covered Services are rendered to you, is an In-Network Provider under the terms of this Booklet.

**In-Network Provider** means any health care Provider who, at the time Covered Services are rendered to you, is under contract with us to participate in our PPC network.

For payment purposes under this Booklet only, the term In-Network Provider also refers, when applicable, to any health care Provider located outside the state of Florida who or which, at the time Health Care Services are rendered to you, participates as a BlueCard PPO Program Provider under the Blue Cross and Blue Shield Association's BlueCard Program.

**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 a 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 the woman's uterus.

## L

**Licensed Practical Nurse** means a person properly licensed pursuant to Chapter 464 of the Florida Statutes, or a similar applicable law of another state to practice practical nursing.

## M

**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 Booklet, 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, pursuant to Chapter 480 of the Florida Statutes, or a similar applicable law of another state to practice massage.

**Mastectomy** means the removal of all or part of the breast for Medically Necessary reasons as determined by a Physician.

**Medical Emergency** means the sudden and unexpected onset of a medical or psychiatric Condition or an injury that in the absence of medical care could reasonably be expected to endanger one's life or result in serious injury or disability.

**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



Physician, exercising prudent clinical judgment, provided the Health Care Service to the Insured for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and the Health Care Service was:

1. in accordance with Generally Accepted Standards of Medical Practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Insured's illness, injury or disease; and
3. not primarily for your convenience, or that of your Physician or other health care Provider, and not more costly than 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.

**Note:** 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 Booklet 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 Booklet as determined by us. In applying the definition of Medical Necessity in this Booklet, 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 Booklet, 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 our website 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.

**Mental Health Professional** means a person properly licensed pursuant to Chapter 491 of the Florida Statutes, or a similar applicable law of another state to provide mental health Services. 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 Diseases, (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 pursuant to Chapter 467 of the Florida Statutes, or a similar applicable law of another state to practice midwifery.

## N

**New Prescription Drug(s)** means an FDA approved Prescription Drug or a new dosage form of a previously FDA approved Prescription Drug that has not yet been reviewed by our Pharmacy and Therapeutics Committee (or, in the case of medical benefits, our Medical Policy Committee). Coverage for all New Prescription Drugs will be delayed until a review is completed by our Pharmacy and Therapeutics Committee (or, in the case of medical benefits, our Medical Policy Committee), resulting in a final coverage determination. The new Prescription Drug coverage delay begins on the date the Prescription Drug, or new dosage form, is approved by the FDA and ends on the earlier of the following dates:

1. The date the Prescription Drug is assigned to a tier by our Pharmacy and Therapeutics Committee (or, in the case of medical benefits, the date our Medical Policy Committee makes a final coverage determination for the Prescription Drug); or
2. December 31st of the following Calendar Year.

## O

**Occupational Therapist** means a person properly licensed pursuant to Chapter 468 of the Florida Statutes, or a similar applicable law of another state to practice Occupational Therapy.

**Occupational Therapy** means 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** means, when used in reference to Covered Services, the level of benefits payable to an Out-of-Network Provider as designated on your Schedule of Benefits under the heading "Out-of-Network". Otherwise, out-of-network means, when used in reference to a Provider, that, at the time Covered Services are rendered to you, is not an In-Network Provider under the terms of this Booklet.

**Out-of-Network Provider** means a Provider who, at the time Health Care Services are rendered to you:

1. does not have a contract with us to participate in PPC but is participating in our Traditional Program; or
2. does not have a contract with a Host Blue to participate in its local PPO Program for purposes of the BlueCard PPO Program but is participating, for purposes of the BlueCard Program, as a BlueCard Traditional Program Provider; or
3. does not have a contract with us to participate in PPC or our Traditional Program; or
4. does not have a contract with a Host Blue to participate for purposes of the BlueCard Program as a BlueCard Traditional Program Provider.

**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 in Chapter 59-A, Florida Administrative Code or a similar applicable law of another state.

## P

**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 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 Booklet, before our payment for any inpatient Covered Services begins. The Hospital PAD applies, when indicated in the Schedule of Benefits, 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 Booklet, before our payment begins. The PVD applies, when indicated in the Schedule of Benefits, regardless of the reason for the visit and is in addition to the Deductible requirement, if applicable.

**Physical Therapist** means a person properly licensed pursuant to Chapter 486 of the Florida Statutes, or a similar applicable law of another state to practice Physical Therapy.

**Physical Therapy** means 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 a person 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 pursuant to Chapter 458 of the Florida Statutes, or a similar applicable law of another state to perform surgical first assisting Services.

**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

**Preferred Patient Care<sup>sm</sup> or PPC** means, or refers to, the preferred provider network established and so designated by us that is available to BlueChoice members under this Booklet. Please note that our NetworkBlue preferred provider and BlueSelect networks are not available to BlueChoice members under this Booklet.

**Premium** means the total amount required to be paid by the Group to us in order to be covered under this Policy.

**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 Booklet 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 Booklet do not require (or condition payment upon) approval by us of coverage or benefits for the Service before it is received.

**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 malfunctioning body part or organ.

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**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 Booklet.

**Provider Incentive** means an additional amount of compensation paid to a health care Provider by a Blue Cross and/or Blue Shield Plan, based on the Provider's compliance with agreed-upon procedural and/or outcome measures for a particular population of Covered Persons.

**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 Booklet, a psychiatric facility is not a Hospital or a Substance Abuse Facility, as defined herein.

**Psychologist** means a person properly properly licensed pursuant to Chapter 490 of the Florida Statutes, or a similar applicable law of another state to practice psychology.

**Rates** means the amount we charge the Group for each type of coverage under the Policy, such as Employee Only Coverage.

**Registered Nurse** means a person properly licensed pursuant to Chapter 464 of the Florida Statutes, or a similar applicable law of another state to practice professional nursing.

**Registered Nurse First Assistant (RNFA)** means a person properly licensed pursuant to Chapter 464 of the Florida Statutes or a similar applicable law of another state to perform surgical first assisting Services.

**Rehabilitative Services** means Services rendered for the purpose of restoring function lost due to illness, injury or surgical procedure 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's action to retroactively cancel or discontinue coverage under this Booklet. 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.

**Residential Treatment Facility** means a facility properly licensed under Florida law or a similar applicable law of another state, to provide care and treatment of Mental and Nervous Disorders and Substance Dependency and meets all of the following requirements:

- has Mental Health Professionals on-site 24 hours per day and 7 days per week;
- provides access to necessary medical Services 24 hours per day and 7 days per week;
- provides access to at least weekly sessions with a behavioral health professional fully licensed for independent practice for individual psychotherapy;
- has individualized active treatment plans directed toward the alleviation of the impairment that caused the admission;
- provides a level of skilled intervention consistent with patient risk;
- is not a wilderness treatment program or any such related or similar program, school and/or education service.

With regard to Substance Dependency treatment, in addition to the above, must meet the following:

- if Detoxification Services are necessary, provides access to necessary on-site medical Services 24 hours per day and 7 days per week, which must be actively supervised by an attending Physician;
- ability to assess and recognize withdrawal complications that threaten life or bodily function and to obtain needed Services either on site or externally;
- is supervised by an on-site Physician 24 hours per day and 7 days per week with evidence of close and frequent observation.

**Residential Treatment Services** means treatment in which an individual is admitted by a Physician overnight to a Hospital, Psychiatric Hospital or Residential Treatment Facility and receives daily face to face treatment by a Mental Health Professional for at least 8 hours per day, each day. The Physician must perform the admission evaluation with documentation and treatment orders within 48 hours and provide evaluations at least weekly with documentation. A multidisciplinary treatment plan must be developed within 3 days of admission and must be updated weekly.

**Self-Administered Prescription Drug** means an FDA-approved Prescription Drug that you may administer to yourself, as recommended by a Physician.

**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; and (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.

**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 pursuant to Chapter 468 of the Florida Statutes, or a similar applicable law of another state to practice Speech Therapy.

**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.

**Standard Reference Compendium** means: (a) The United States Pharmacopoeia Drug Information; (b) The American Medical Association Drug Evaluation; 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 Booklet, 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.

## T

**Traditional Program** means, or refers to, Florida Blue's Provider contracting programs called Payment for Professional Services (PPS) and Payment for Hospital Services (PHS).

**Traditional Program Providers** means, or refers to, those health care Providers who are not PPC Providers, but who or which have entered into a contract then in effect to participate in our Traditional Program, as applicable in Florida or in certain counties outside of Florida when such programs exist.

## U

**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 Booklet, an urgent care center is not a Hospital, Psychiatric Facility, Substance Abuse Facility, Skilled Nursing Facility or Outpatient Rehabilitation Facility.

## V

**Value-Based Program** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local Providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.

**Virtual Care Provider** is a licensed Provider that is designated by us and has a contract with us to provide Virtual Visits at the time Services are rendered. A Provider that is designated to offer Virtual Care will be indicated as such in the provider directory.

**Virtual Visit**, for purposes of this Benefit Booklet, means the lawful practice of medicine by a Virtual Care Provider where patient care, treatment or Services are rendered, in place of a face-to-face visit, through the use of medical information exchanged via electronic communications.

## W

**Waiting Period** means the period of time specified on the Group Application, if any, which must be met by an individual before that individual is eligible to enroll for coverage under this Policy. Such waiting period cannot be more than 90 days in accordance with federal law.

## Z

**Zygote Intrafallopian Transfer (ZIFT)** means a process in which an egg is fertilized in the laboratory and the resulting 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.

Health care reform will affect everyone differently. That's why we want to share information with you about your health plan and how the Affordable Care Act (ACA) affects your benefits.

You are currently enrolled in a plan that is considered a "grandfathered" health plan. This refers to a health plan that was in effect on or before March 23, 2010, when the ACA went into effect. It also means that the basic benefits you have now can remain the same and don't have to include all the requirements that newer plans must include. Some changes, however, may apply, such as the elimination of limitations on pre-existing conditions and the removal of lifetime limits on benefits. Any changes required for grandfathered plans will take effect with your employer's enrollment options that occur on or after January 1, 2014.

### **What this Means to You**

- Since you have health insurance through your employer, you do not have to do anything at this time. This is a courtesy notice to help you stay informed.
- If you should ever need to buy coverage on your own, you can call Florida Blue to help you find a plan that's right for you.

### **How to Stay Informed about the New Laws**

To help you understand how health care reform and the ACA may affect you and your family, we've created [floridabluehealthcarereform.com](http://floridabluehealthcarereform.com). Here's what you'll find on the website:

- Timeline of what's happened, the upcoming changes and when they become effective.
- Answers to commonly asked questions. Plus, you can submit a question and we'll answer it.
- Informative, short videos on a variety of health care reform topics.
- Free, interactive ebook for iPad® and Android™ tablets.

Your health plan may be subject to ERISA (Employee Retirement Income Security Act). If you'd like more information about employer provided health plans, you may call the Employee Benefits Security Administration (EBSA), a part of the U.S. Department of Labor, by calling 1-866-444-3272 or by visiting their website at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

Thank you for being a part of the Florida Blue family.

Your partner in health,  
Florida Blue, Florida's Blue Cross and Blue Shield Plan

Si desea hablar sobre esta carta en español con uno de nuestros representantes, por favor llame al número de atención al cliente indicado en su tarjeta de asegurado y pida ser transferido a un representante bilingüe.

This information is for illustrative purposes only and is being provided to help increase understanding of the impacts of some of the provisions of the Affordable Care Act (ACA). It does not attempt to cover all of the law's provisions and is not intended as tax or legal advice. We encourage members to seek professional advice including legal counsel, regarding how the new requirements may affect you.

Florida Blue is a trade name of Blue Cross and Blue Shield of Florida, Inc., an Independent Licensee of the Blue Cross and Blue Shield Association.



An Independent Licensee of the  
Blue Cross and Blue Shield Association

## NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**This Notice is effective as of September 03, 2013.**

We (Blue Cross and Blue Shield of Florida, Inc., d/b/a/ Florida Blue, Health Options, Inc., d/b/a Florida Blue HMO, and BeHealthy Florida, Inc., d/b/a Florida Blue Preferred HMO, collectively referred to as Florida Blue in this Notice) understand the importance of, and are committed to, maintaining the privacy of your protected health information (PHI). PHI is health and nonpublic personal financial information that can reasonably be used to identify you and that we maintain in the normal course of either administering your employer's self-insured group health plan or providing you with insured health care coverage and other services. PHI also includes your personally identifiable information that we may collect from you in connection with the application and enrollment process for health insurance coverage.

We are required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to provide you with this Notice which describes our privacy practices, our legal duties, and your rights concerning your PHI. We are required to follow the privacy practices that are described in this Notice while it is in effect.

We reserve the right to change our privacy practices and the terms of this Notice at any time and to make the terms of our revised Notice effective for all of your PHI that we either currently maintain or that we may maintain in the future. If we make a significant change in our privacy practices, we will post a revised Notice on our web site by the effective date, and provide the revised Notice, or information about the change and how to get the revised Notice, to covered individuals in our next annual mailing.

### **How we protect your PHI:**

- Our employees are trained on our privacy and data protection policies and procedures;
- We use administrative, physical and technical safeguards to help maintain the privacy and security of your PHI;
- We have policies and procedures in place to restrict our employees' use of your PHI to those employees who are authorized to access this information for treatment or payment purposes or to perform certain healthcare operations; and
- Our corporate Business Ethics, Integrity & Compliance division monitors how we follow our privacy policies and procedures.



## How we must disclose your PHI:

- **To You:** We will disclose your PHI to you or someone who has the legal right to act on your behalf (your personal representative) in order to administer your 'Individual Rights' under this Notice.
- **To The Secretary of the Department of Health and Human Services (HHS):** We will disclose your PHI to HHS, if necessary, to ensure that your privacy rights are protected.
- **As Required by Law:** We will disclose your PHI when required by law to do so.

## How we may use and disclose your PHI without your written authorization:

We may use and disclose your PHI without your written authorization in a number of different ways in connection with your treatment, the payment for your health care, and our health care operations. When using or disclosing your PHI, or requesting your PHI from another entity, we will make reasonable efforts to limit such use, disclosure or request, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request. The following are only a few examples of the types of uses and disclosures of your PHI that we may make without your written authorization.

- **For Treatment:** We may use and disclose your PHI as necessary to aid in your treatment or the coordination of your care. For example, we may disclose your PHI to doctors, dentists, hospitals, or other health care providers in order for them to provide treatment to you.
- **For Payment:** We may use and disclose your PHI to administer your health benefits policy or contract. For example, we may use and disclose your PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.
- **To Family, Friends, and Others for Treatment or Payment:** Our disclosure of your PHI for the treatment and payment purposes described above may include disclosures to others who are involved in your care or the administration of your health benefits policy or contract. For example, we may disclose your PHI to your family members, friends or caregivers if you direct us to do so or if we exercise professional judgment and determine that they are involved in either your care or the administration of your health benefits policy. We may send an explanation of benefits to the policyholder, which may include claims paid and other information. We may determine that persons are involved in your care or the administration of your health benefits policy if you either agree or fail to object to a disclosure of your PHI to such persons when given an opportunity. In an emergency or in situations where you are incapacitated or not otherwise present, we may disclose your PHI to your family members, friends, caregivers or others, when the circumstances indicate that such disclosure is authorized by you and is in your best interests. In these situations we will only disclose your PHI that is relevant to such other person's involvement in your care or the administration of your health benefits policy.

- **For Health Care Operations:** We may use and disclose your PHI to support other business activities. For example, we may use or disclose your PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse investigations, to engage in care coordination or case management, or to communicate with you about health related benefits, products or services or treatment alternatives that may be of interest to you. We may also disclose your PHI to another entity subject to federal privacy laws, as long as the entity has or had a relationship with you and the PHI is disclosed only for certain health care operations of that provider, plan, or other entity. We may use and disclose your PHI as needed to conduct or arrange for legal services, auditing, or other functions. We may also use and disclose your PHI to perform underwriting activities, however, we are prohibited from using or disclosing your genetic information for underwriting purposes.
- **To Business Associates for Treatment, Payment or Health Care Operations:** Our use of your PHI for treatment, payment or health care operations described above (or for other uses or disclosures described in this Notice) may involve our disclosure of your PHI to certain other entities with which we have contracted to perform or provide certain services on our behalf (Business Associates). We may allow our Business Associates to create, receive, maintain, or transmit your PHI on our behalf in order for the Business Associate to provide services to us, or for the proper management and administration of the Business Associate or to fulfill the Business Associate's legal responsibilities. These Business Associates include lawyers, accountants, consultants, claims clearinghouses, and other third parties. Our Business Associates may re-disclose your PHI to subcontractors in order for these subcontractors to provide services to the Business Associates. These subcontractors will be subject to the same restrictions and conditions that apply to the Business Associates. Whenever such arrangement with a Business Associate involves the use or disclosure of your PHI, we will have a written contract with our Business Associate that contains terms designed to protect the privacy of your PHI.
- **For Public Health and Safety:** We may use or disclose your PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose your PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.
- **As Permitted by Law:** We may use or disclose your PHI when we are permitted to do so by law.
- **For Process and Proceedings:** We may disclose your PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.
- **Criminal Activity or Law Enforcement:** We may disclose your PHI to a law enforcement official with regard to crime victims and criminal activities. We may disclose your PHI if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health and safety of a person or the public. We may also disclose your PHI if it is necessary for law enforcement authorities to identify or apprehend an individual.

- **Special Government Functions:** When the appropriate conditions apply, we may use or disclose PHI of individuals who are Armed Forces personnel (i) for activities deemed necessary by appropriate military command authorities; (ii) for the purpose of determination by the Department of Veterans Affairs of your eligibility for benefits, or (iii) to foreign military authorities if you are a member of that foreign military service. We may also disclose your PHI to authorized federal officials for conducting national security and intelligence activities, including the provision of protective services to the President or others legally authorized to receive such governmental protection.
- **Inmates:** We may use or disclose your PHI if you are an inmate of a correctional facility and your physician created or received your PHI in the course of providing care to you.
- **To Plan Sponsors, if applicable (including employers who act as Plan Sponsors):** We may disclose enrollment and disenrollment information to the plan sponsor of your group health plan. We may also disclose certain PHI to the plan sponsor to perform plan administration functions. We may disclose summary health information to the plan sponsor so that the plan sponsor may either obtain premium bids or decide whether to amend, modify or terminate your group health plan. Please see your plan documents, where applicable, for a full explanation of the limited uses and disclosures that the plan sponsor may make of your PHI in providing plan administration functions for your group health plan.
- **For Coroners, Funeral Directors, and Organ Donation:** We may disclose your PHI to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose PHI to a funeral director, as authorized by law, in order to permit the funeral director to carry out his or her duties. We may disclose such information in reasonable anticipation of death. PHI may be used and disclosed for cadaveric organ, eye, or tissue donation purposes.
- **Research:** We may disclose your PHI to researchers when their research has been approved by an institutional review board that has reviewed the research purposes and established protocols to ensure the privacy of your PHI, or as otherwise permitted by federal privacy law.
- **Fundraising:** We may use your PHI to contact you in order to raise funds for our benefit. You have the right to opt out of receiving such communications.
- **Limited data sets and de-identified information:** We may use or disclose your PHI to create a limited data set or de-identified information, and use and disclose such information as permitted by law.
- **For Workers' Compensation:** We may disclose your PHI as permitted by workers' compensation and similar laws.

**Uses and disclosures of PHI permitted only after authorization is received:**

We will obtain your written authorization, as described below, for: (i) uses and disclosures of your PHI for marketing purposes, including subsidized treatment communications (except for certain activities otherwise permitted by federal privacy law, such as face-to-face communications or promotional gifts of nominal value); (ii) disclosures of your PHI that constitute a sale of PHI under federal privacy law and that requires your authorization; and (iii) other uses and disclosures of your PHI not described in this Notice.

There are also other federal and state laws that may further restrict our disclosure of certain PHI (to the extent we maintain such information) that is deemed highly confidential. Highly confidential PHI may include information pertaining to:

- psychotherapy notes;
- alcohol and drug abuse prevention, treatment and referral;
- HIV/AIDS testing, diagnosis or treatment;
- sexually transmitted diseases; and
- genetic testing.

Our intent is to meet the requirements of these more stringent privacy laws and we will only disclose this type of specially protected PHI with your prior written authorization except when our disclosure of this information is permitted or required by law.

**Authorization:** You may give us written authorization to use your PHI or disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. In the event that you are incapacitated or are otherwise unable to respond to our request for an authorization, (for example, if you are or become legally incompetent), we may accept an authorization from any person who is legally authorized to give such authorization on your behalf.

**Individual Rights:**

To exercise any of these rights, please call the customer service number on your ID card.

- **Access:** With limited exceptions, you have the right to inspect, or obtain copies of, your PHI. We may charge you a reasonable fee as permitted by law. We will provide you a copy of your PHI in the form and format requested, if it is readily producible in such form or format or, if not, in a readable hard copy form or such format as agreed to by you and us. Where your PHI is contained in one or more designated record sets electronically, you have the right to obtain a copy of such information in the electronic form and format requested, if it is readily producible in such form and format; or if not, in a readable electronic form and format as agreed to by us and you. You may request that we transmit the copy of your PHI directly to another person, provided your request is in writing, signed by you, and you clearly identify the designated person and where to send the copy of the PHI.
- **Amendment:** With limited exceptions, you have the right to request that we amend your PHI.
- **Disclosure Accounting:** You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month period, we may charge you a reasonable fee as permitted by law to respond to any additional request.
- **Use/Disclosure Restriction:** You have the right to request that we restrict our use or disclosure of your PHI for certain purposes. We are required to agree to a request to restrict the disclosure of your PHI to a health plan if you submit the request to us and: (i) the disclosure is for purposes of carrying out payment or health care operations and is not otherwise required by law; and (ii) the PHI pertains solely to a health care item or service for which you, or a person on your behalf other than the health plan, has paid the covered entity out-of-pocket in full. We may not be required to agree to all other restriction requests and, in certain cases, we may deny your request. We will agree to restrict the use or disclosure of your PHI provided the law allows and we determine the restriction does not impact our ability to administer your benefits. Even when we agree to

a restriction request, we may still disclose your PHI in a medical emergency and use or disclose your PHI for public health and safety and other similar public benefit purposes permitted or required by law.

- **Confidential Communication:** You have the right to request that we communicate with you in confidence about your PHI at an alternative address. When you call the customer service number on your ID card to request confidential communications at an alternative address, please ask for a "PHI address."
- **Note:** If you choose to have confidential communications sent to you at a PHI address, we will only respond to inquiries from you. If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like a PHI address from them.
- **Privacy Notice:** You have the right to request and receive a copy of this Notice at any time. For more information or if you have questions about this Notice, please contact us using the information listed at the end of this Notice.
- **Breach:** You have the right to receive, and we are required to provide, written notification of a breach where your unsecured PHI has been accessed, used, acquired, or disclosed to an unauthorized person as a result of such breach, and which compromises the security or privacy of your PHI. Unless specified in writing by you to receive the notification by electronic mail, we will provide such written notification by first class mail or, if necessary, by such other substituted forms of communication permitted under the law.
- **Paper Copy:** You have the right to receive a paper copy of this Notice, upon request, even if you have previously agreed to receive the Notice electronically.

### **Complaints**

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this Notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address for the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

**Contact:** **Business Ethics, Integrity & Compliance**  
Florida Blue  
PO Box 44283  
Jacksonville, FL 32203-4283  
1-888-574-2583

Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.



An Independent Licensee of the  
Blue Cross and Blue Shield Association

### **Notice Regarding Coverage for Breast Reconstruction Surgery**

If you have to have a mastectomy, your breast reconstruction surgery is covered under your health coverage. It can be done at the same time as the mastectomy or later. You are covered for both the reconstruction of the breast on which the mastectomy is performed, as well as the other breast to produce a symmetrical appearance. In addition, your health plan covers prosthesis and treatment of physical complications at all stages of the mastectomy, including lymphedema. The type of procedure is determined in consultation between you and your attending physician. Coverage is subject to the terms of your contract.

PREVIEW

# BlueChoice

## Schedule of Benefits - Plan 317

Important things to keep in mind while reviewing this Schedule of Benefits:

- This Schedule of Benefits is part of the Benefit Booklet, where more detailed information about benefits can be found.
- References to Deductible are abbreviated as “DED” and references to Benefit Period are abbreviated as “BP”.

Your Benefit Period (BP).....01/01 – 12/31

DEDUCTIBLE AND OUT-OF-POCKET MAXIMUM	IN-NETWORK (INN)	OUT-OF-NETWORK (OON)
<b>Deductible (DED) - Embedded*</b>		
Per Person per BP	\$500	Combined with INN
Per Family per BP	\$1,500	Combined with INN
<b>Per Admission Deductible (PAD)</b>	\$0	\$300
<b>Emergency Room Per Visit Deductible (PVD)</b>	\$0	\$0
<b>Coinsurance</b> (The percentage of the Allowed Amount <b>you pay</b> for Covered Services)	20%	40%
<b>Out-of-Pocket Maximums - Embedded*</b>		
Per Person per BP	\$2,000	Combined with INN
Per Family per BP	\$6,000	Combined with INN

Amounts incurred for In-Network Services will only be applied to the amounts listed in the In-Network column and amounts incurred for Out-of-Network Services will only be applied to the amounts listed in the Out-of-Network column, unless otherwise indicated within this Schedule of Benefits. This includes the Deductible and Out-of-Pocket Maximum amounts.

\*Refer to the YOUR SHARE OF HEALTH CARE EXPENSES section of your Benefit Booklet for information on how Embedded and Shared Deductibles and Embedded and Shared Out-Of-Pocket Maximums amounts are satisfied.

What **applies** to out-of-pocket maximums?

- Coinsurance

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

- Charges for non-covered Services
- Charges in excess of the Allowed Amount
- Any benefit penalty reductions
- DED
- PAD, if applicable
- PVD, if applicable
- Copayments
- Any Prescription Drug Cost Share amounts (except for Medical Pharmacy Services)

### Important information affecting the amount you will pay:

As you review the Cost Share amounts in the following charts, please remember:

- 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 amounts **you pay**.
- Your Cost Share amounts **will vary** depending upon the Provider you choose, the type of Services you receive, and the setting in which the Services are rendered.
- Payment for Covered Services is based on our **Allowed Amount** and may be less than the amount the Provider bills for such Service. You are responsible for any charges in excess of the Allowed Amount for Out-of-Network Providers.
- If a Copay is listed in the charts that follow, the Copay applies per visit.



OFFICE SERVICES	IN-NETWORK (INN)	OUT-OF-NETWORK (OON)
<b>Office Visits rendered by</b> Primary Care Physicians	\$20 Copay	DED + 40%
Specialist Physicians and other health care professionals licensed to perform such Services	DED + 20%	DED + 40%
<b>Allergy Injections rendered by</b> Primary Care Physicians	\$5 Copay	DED + 40%
Specialist Physicians and other health care professionals licensed to perform such Services	DED + 20%	DED + 40%
<b>Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear medicine) rendered by</b> Primary Care Physicians	\$20 Copay	DED + 40%
Specialist Physicians and other health care professionals licensed to perform such Services	DED + 20%	DED + 40%
<b>Outpatient Therapies and Spinal Manipulation rendered by</b> Primary Care Physicians	\$20 Copay	DED + 40%
Specialist Physicians and other health care professionals licensed to perform such Services	DED + 20%	DED + 40%

VIRTUAL HEALTH	YOU PAY
<b>Virtual Visits</b> General Medicine and Urgent Care rendered by a designated Virtual Care Provider	\$20 Copay
Specialized Care rendered by a designated Virtual Care Provider	DED + 40%

Please visit <http://www.floridablue.com/docview/virtualhealth> for more information on Virtual Visits.

<b>MEDICAL PHARMACY</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Prescription Drugs administered in the office</b>	20%	DED + 50%
<b>Out-of-Pocket Maximum</b> per person per month	\$200	Not Applicable

**Important** – The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the office Services Cost Share. Immunizations, allergy injections and Services covered through a pharmacy program are not considered Medical Pharmacy. Please refer to your Benefit Booklet for a description of Medical Pharmacy.

<b>PREVENTIVE SERVICES</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Adult Wellness Services rendered by</b> Primary Care Physicians	\$0 Copay	40%
Specialist Physicians and other health care professionals licensed to perform such Services	\$0 Copay	40%
<b>Adult Well Woman Services rendered by</b> Primary Care Physicians	\$0 Copay	40%
Specialist Physicians and other health care professionals licensed to perform such Services	\$0 Copay	40%
<b>Child Health Supervision Services rendered by</b> Primary Care Physicians	\$0 Copay	40%
Specialist Physicians and other health care professionals licensed to perform such Services	\$0 Copay	40%
<b>Colonoscopies (Routine)</b>	0%	40%
<b>Mammograms</b>	\$0 Copay	\$0 Copay

<b>OUTPATIENT DIAGNOSTIC SERVICES</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Independent Clinical Lab</b>	20%	40%
<b>Independent Diagnostic Testing Facility</b> Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear medicine)	DED + 20%	DED + 40%
All other diagnostic Services (e.g., X-rays)	DED + 20%	DED + 40%
<b>Outpatient Hospital Facility</b>	DED + 20%	DED + 40%

<b>EMERGENCY AND URGENT CARE SERVICES</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Ambulance Services</b>	DED + 20%	DED + 20%
<b>Convenient Care Centers</b>	\$20 Copay	DED + 40%
<b>Emergency Room Visits</b> Facility	DED + 20%	DED + 20%
Physician Services	DED + 20%	DED + 20%
<b>Urgent Care Center</b>	\$20 Copay	DED + \$20 Copay

<b>OUTPATIENT SURGICAL SERVICES</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Ambulatory Surgical Center</b> Facility (per visit)	DED + 20%	DED + 40%
Radiologists, Anesthesiologists, and Pathologists	DED + 20%	DED + 40%
Other health care professional Services rendered by all other Providers	DED + 20%	DED + 40%
<b>Outpatient Hospital Facility</b>	DED + 20%	DED + 40%

HOSPITAL SERVICES	IN-NETWORK (INN)	OUT-OF-NETWORK (OON)
<b>Inpatient</b>		
Facility Services (per admission)	DED + 20%	PAD + DED + 40%
Physician and other health care professional Services	DED + 20%	DED + 40%
<b>Outpatient</b>		
Facility (per visit)	DED + 20%	DED + 40%
Physician and other health care professional Services	DED + 20%	DED + 40%
Therapy Services	DED + 20%	DED + 40%
<b>Emergency Room Visits</b>		
Facility	DED + 20%	DED + 20%
Physician and other health care professional Services	DED + 20%	DED + 20%

**Important:**

Certain categories of Providers may not be available In-Network in all geographic regions. This includes, but is not limited to, anesthesiologists, radiologists, pathologists and emergency room Physicians. Covered Services rendered by a Physician in a Hospital setting (i.e., inpatient, outpatient, or emergency room) will be covered at the In-Network benefit level. Claims paid in accordance with this note will be applied to the In-Network Deductible and Out-of-Pocket Maximums.

<b>MENTAL HEALTH SERVICES</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Inpatient Hospital, Psychiatric or Substance Abuse Facility Services</b>	\$0 Copay	40%
<b>Outpatient Facility Services rendered at</b> Emergency Room	\$0 Copay	\$0 Copay
Hospital, Psychiatric or Substance Abuse Facility	\$0 Copay	40%
<b>Physician and other health care professionals licensed to perform such Services rendered at</b> Primary Care Physician Office	\$0 Copay	40%
Specialist Office	\$0 Copay	40%
Emergency Room	\$0 Copay	\$0 Copay
Hospital, Psychiatric or Substance Abuse Facility	\$0 Copay	\$0 Copay
Primary Care Physician at all other locations	\$0 Copay	40%
Specialist at all other locations	\$0 Copay	40%

<b>SUBSTANCE DEPENDENCY SERVICES</b>	<b>IN-NETWORK (INN)</b>	<b>OUT-OF-NETWORK (OON)</b>
<b>Inpatient Hospital, Psychiatric or Substance Abuse Facility Services</b>	\$0 Copay	40%
<b>Outpatient Facility Services rendered at</b> Emergency Room	\$0 Copay	\$0 Copay
Hospital, Psychiatric or Substance Abuse Facility	\$0 Copay	40%
<b>Physician and other health care professionals licensed to perform such Services rendered at</b> Primary Care Physician Office	\$0 Copay	40%
Specialist Office	\$0 Copay	40%
Emergency Room	\$0 Copay	\$0 Copay
Hospital, Psychiatric or Substance Abuse Facility	\$0 Copay	\$0 Copay
Primary Care Physician at all other locations	\$0 Copay	40%
Specialist at all other locations	\$0 Copay	40%

OTHER SERVICES	IN-NETWORK (INN)	OUT-OF-NETWORK (OON)
Birth Center	DED + 20%	DED + 40%
Dialysis Center	DED + 20%	DED + 40%
Durable Medical Equipment	DED + 20%	DED + 40%
Enteral Formula	DED + 20%	DED + 40%
Home Health Services	DED + 20%	DED + 40%
Hospice Services - Inpatient, Outpatient and Home	DED + 20%	DED + 40%
Outpatient Rehabilitation Facility	DED + 20%	DED + 40%
Prosthetic and Orthotic Devices	DED + 20%	DED + 40%
Skilled Nursing Facility	DED + 20%	DED + 40%

**BENEFIT MAXIMUMS**

Unless specifically noted otherwise, benefit maximums apply per person and accumulate on a Benefit Period basis.

<b>Home Health Care</b> visits.....	20
<b>Outpatient Therapies and Spinal Manipulation</b> visits (combined) .....	35
<b>Note:</b> Spinal Manipulations are limited to 26 per Benefit Period and accumulate towards the Outpatient Therapies and Spinal Manipulation combined visit maximum.	
<b>Skilled Nursing Facility</b> days .....	60

**Benefit Maximum Carryover**

If, immediately before the Effective Date of the Group, you or your Covered Dependent were covered under a prior group policy form issued by Florida Blue or Florida Blue HMO to the Group, amounts applied to your Benefit Period maximums under the prior Florida Blue or Florida Blue HMO policy will be applied toward your Benefit Period maximums under this plan.

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# NON-STANDARD PROVISIONS ENDORSEMENT

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**THIS ENDORSEMENT CHANGES THE COVERAGE UNDER YOUR HEALTH PLAN.  
PLEASE READ IT CAREFULLY.**

Your health plan has been customized at the request of your Group, this means that some of the standard language in this Booklet does not apply to your health plan. These changes are listed below.

## **WHAT IS COVERED?**

The **Child Health Supervision Services** category is deleted in its entirety.

The following category is added in alphabetical order:

### **Family Planning**

Family planning Services are covered and 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 Preventive Services Guide, located on our website at [www.floridablue.com/healthresources](http://www.floridablue.com/healthresources); coverage includes the insertion and removal; and
4. surgical sterilization (tubal ligations and vasectomies).

**Note:** Some family planning Services are covered under the Preventive Services category and will be paid in accordance with that category. Please refer to that category 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**

Contraceptive medications, devices and appliances, other than as noted above, and the reversal of surgical sterilization procedures are not covered.

The following category is added in alphabetical order:

### **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, 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 comprehensive guidelines supported by the Health Resources and Services Administration.

More detailed information, such as medical management programs or limitations on Services that are covered under the Preventive Services category is available in the Preventive Services Guide located on our website at [www.floridablue.com/healthresources](http://www.floridablue.com/healthresources). Drugs or Supplies covered as preventive Services are described in the Medication Guide. In order to be covered as a preventive Service under this section the Service must be provided as described in the Preventive Services Guide or, for Drugs and Supplies, in the Medication Guide.

**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 Group's 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 Booklet; that new Service will not be a Covered Service under this category right away. The coverage for a new Service will start on your Group's 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.

## **PRESCRIPTION DRUG PROGRAM**

The **Coverage and Benefit Guidelines** section is amended as follows:

The **Contraceptive Coverage** subsection is amended by adding the following after the first paragraph:

The following 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:

1. Generic Prescription oral contraceptives indicated as covered in the Medication Guide;

Exceptions may be considered for Brand Name and/or Non-Preferred oral contraceptive Prescription Drugs when designated 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.

2. Diaphragms indicated as covered in the Medication Guide; and
3. Emergency contraceptives indicated as covered in the Medication Guide.

The **Limitations and Exclusions** subsection is amended as follows:

**Exclusion** number 3 deleted in its entirety and replaced with the following:

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.

The **Definitions** subsection is amended by deleting the Prescription Drug definition in its entirety and replacing it with the following:

**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 this Pharmacy Program, insulin and emergency contraceptives are considered Prescription Drugs because, in order to be covered hereunder, we require that they be prescribed by a Physician or other health care professional (except a Pharmacist) acting within the scope of his or her license.

## WHAT IS NOT COVERED?

The **Contraceptive** exclusion is deleted in its entirety.

## DEFINITIONS

The following definition is added in alphabetical order:

**Preventive Services Guide** means the guide then in effect issued by us that contains a listing of Preventive Health Services covered under your plan. **Note:** The Preventive Services Guide is subject to change at any time. Please refer to our website at [www.floridablue.com/healthresources](http://www.floridablue.com/healthresources) for the most current guide.

This Endorsement shall not extend, vary, alter, replace, or waive any of the provisions, benefits, exclusions, limitations, or conditions contained in the Benefit Booklet, other than as specifically stated in this Endorsement. In the event of any inconsistencies between the provisions contained in this Endorsement and the provisions contained in the Benefit Booklet, the provisions contained in this Endorsement shall control to the extent necessary to effectuate the intent of Florida Blue as expressed herein.

If you have any questions or complaints concerning this Endorsement, please call us toll free at 800-FLA-BLUE.

Florida Blue



Patrick J. Geraghty  
Chief Executive Officer

PREVIEW

# Templates Included

Compliance/Notices/Meaningful Access Notice.jld  
 Product/Contracts/PPO/BlueChoice/LargeGroup/BCH\_LG\_RXS\_Open\_Formulary.jld  
 Product/Contracts/PPO/BlueChoice/LargeGroup/BCH\_LG\_Master\_Policy.jld  
 Product/Contracts/PPO/BlueChoice/LargeGroup/BCH\_LG\_Benefit\_Booklet.jld  
 Compliance/Notices/Grandfather Notice.jld  
 Compliance/Notices/Privacy Notice - Breast Reconstruction Notice.jld

96107-317--Schedule-Of-Benefits-1  
 96107-317--NSE-1

## MATCHING CRITERIA

Record Number	17
Request Type	M
Health Product	BLUECHOICE
Small Group	N
Rx Product	BLUESCRIPT
Rx Plan	3
Health Plan	317
IRX	N/A
Generic Choices	N/A
Generic Only	N
Closed Formulary	N
HSA	N/A
HSA-BRX	N/A
Standard	N/A
Basic	N/A
ACA	
RX CoIns	N
ICC	N/A
CP-GF-BEN-IND	Y
CP-GF-STATUS-IND	Y
CP-GROUP-SUB	G
CP-GENERATION-IND	2
CP-EXCHANGE-IND	N/A
CP-RX-DED-IND	N

CP-RX-NGF-2012-HCR-IND	N
CP-RX-GF-2012-HCR-IND	Y
TAG-RX-SUFFIX	K
AON	N/A
CP-ASO-IND	N
ROUTE	GROUP
EFF-YEAR	20
GRP-PKG-EFF-YEAR	20
GRP-NO	96107
DIV-NO	002
PKG-NO	01
FEEDER1	0
FEEDER2	0
FEEDER3	0
FEEDER4	0
FEEDER5	0
FEEDER6	0
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