

# Your Health Care Benefit Program



Oklahoma Higher Education  
Employee Insurance Group

## BlueChoice PPO High Option Certificate of Benefits



**BlueCross BlueShield of Oklahoma**

*Experience. Wellness. Everywhere.™*

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Effective May 1, 2010

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## *Certificate*

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This Certificate is issued according to the terms of your Group Health Plan. It contains the principal provisions of the Group Contract and its *Schedule of Benefits*. In the event of conflict between the Contract and this Certificate, the terms of the Contract will prevail.

If a word or phrase starts with a capital letter, it has a special meaning in this Certificate. It is defined in the *Definitions* section, where used in the text, or it is a title.

Your Group has contracted with **Blue Cross and Blue Shield of Oklahoma** (called the Plan, we, us, or our) to provide the Benefits described in this Certificate. Blue Cross and Blue Shield of Oklahoma having issued a Group Contract to the Group, certifies that all persons who have:

- applied for coverage under the Contract;
- paid for the coverage;
- satisfied the conditions specified in the *Eligibility, Enrollment, Changes and Termination* section; and
- been approved by the Plan;

are covered by the Group Contract. Covered persons are called Subscribers (or you, your).

Beginning on your Effective Date, we agree to provide you the Benefits described in this Certificate.



President of Blue Cross and Blue Shield of Oklahoma

Your Subscriber Identification Number: \_\_\_\_\_

**WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.**

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## ***Important Information***

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**P**LEASE READ THIS SECTION CAREFULLY! It explains the role the Blue Cross and Blue Shield of Oklahoma Provider networks play in your health care coverage. It also explains important cost containment features in your health care program. Together, these features allow you to receive quality health care in cost-effective settings, while helping you experience lower out-of-pocket expenses.

By becoming familiar with these programs, you will be assured of receiving the maximum Benefits possible whenever you need to use your health care services.

### **THE BLUECHOICE PPO PROVIDER NETWORK**

BlueChoice is a Preferred Provider Organization (PPO) plan that offers a wide choice of network Providers. Blue Cross and Blue Shield of Oklahoma has negotiated special agreements with Hospitals, Outpatient facilities, Physicians and other health care professionals from many specialties. These participating health care Providers work with Blue Cross and Blue Shield of Oklahoma to help keep down the cost of health care. Although you are free to choose any health care Provider for your services, your BlueChoice coverage will provide the highest level of Benefits if you use a BlueChoice PPO Provider.

**BlueChoice PPO Providers are not employees, agents or other legal representatives of Blue Cross and Blue Shield of Oklahoma.**

### **HOW YOUR BLUECHOICE PPO COVERAGE WORKS**

Your BlueChoice PPO coverage is designed to give Subscribers some control over the cost of their own health care. Subscribers continue to have complete freedom of choice in their Provider selection. However, the program offers considerable financial advantages to Subscribers who choose to use a BlueChoice PPO Provider.

**IMPORTANT: Keep in mind that all Covered Services (including ancillary services such as x-ray and laboratory services, anesthesia, etc.) must be performed by a BlueChoice PPO Provider in order to receive the highest level of Benefits under this Certificate. If your Physician prescribes these services, request that he/she refer you to a BlueChoice PPO Provider whenever possible.**

### **COST SHARING FEATURES OF YOUR COVERAGE**

As a participant in this Group Health Plan, you have the responsibility for sharing in a portion of your health care costs. You are responsible for the applicable Copayment, Deductible and Coinsurance provisions of your coverage, as well as any charges for which Benefits are not provided. You may also be responsible for a portion of your health care premiums, depending upon the terms of your Group Health Plan. Check with your Group Administrator for specific premium amounts applicable to the coverage you have selected for you and your family.

### **SELECTING A PROVIDER**

A listing of Oklahoma network Providers is also available on-line through the Blue Cross and Blue Shield of Oklahoma Web site at [www.bcbsok.com](http://www.bcbsok.com).

**Although every effort is made to provide an accurate listing of network Providers, additions and deletions will occur.** Therefore, you should check with Blue Cross and Blue Shield of Oklahoma or the Provider to be sure of the Provider's network status.

When you call Blue Cross and Blue Shield of Oklahoma, ask our Customer Service Representative whether or not the Provider is a network Provider. Simply call our toll-free number at 1-800-942-5837.

Of course, you may ask the Provider directly if they are a network Provider. **Be sure they understand you are inquiring about the Blue Cross and Blue Shield of Oklahoma BlueChoice PPO Provider network.**

## **THE BLUECARD PPO PROGRAM**

As a Blue Cross and Blue Shield Plan Member, you enjoy the convenience of carrying your Identification Card — The BlueCard. The BlueCard Program allows you to use a Blue Cross and Blue Shield PPO Physician or Hospital outside the state of Oklahoma and to receive the advantages of PPO benefits and savings.

- **Finding a PPO Physician or Hospital**

When you're outside of Oklahoma and you need to find information about a Blue Cross and Blue Shield PPO Physician or Hospital, just call the BlueCard Doctor and Hospital Information Line at 1-800-810-BLUE (2583), or you may refer to the BlueCard Doctor and Hospital Finder at <http://www.bluecares.com>. We'll help you locate the nearest PPO Physician or Hospital. *Remember, you are responsible for receiving Precertification from Blue Cross and Blue Shield of Oklahoma.* As always, in case of an emergency, you should seek immediate care from the closest health care Provider.

- **Available Care Coast to Coast**

Show your Identification Card to any Blue Cross and Blue Shield PPO Physician or Hospital across the USA. The PPO Physicians and Hospitals can verify your membership eligibility and coverage with Blue Cross and Blue Shield of Oklahoma. When you visit a PPO Physician or Hospital, you should have no claim forms to file and no billing hassles.

- **Remember to Always Carry the BlueCard**

Make sure you always carry your Identification Card — The BlueCard. And be sure to use Blue Cross and Blue Shield PPO Physicians and Hospitals whenever you're outside the state of Oklahoma and need health care.

**Some local variations in Benefits do apply.** If you need more information, call Blue Cross and Blue Shield of Oklahoma today.

**NOTE: Blue Cross and Blue Shield of Oklahoma may postpone application of your Copayment, Deductible and/or Coinsurance amounts whenever it is necessary so that we may obtain a Provider discount for you on Covered Services you receive outside the state of Oklahoma.**

### HOW THE BLUECARD PPO PROGRAM WORKS

- ✓ You're outside the state of Oklahoma and need health care.
- ✓ Call 1-800-810-BLUE (2583) for information on the nearest PPO Physicians and Hospitals, or visit the BlueCard Web site at <http://www.bluecares.com>.
- ✓ You are responsible for Precertification from Blue Cross and Blue Shield of Oklahoma.
- ✓ Visit the PPO Physician or Hospital and present your Identification Card that has the "PPO in a suitcase" logo.
- ✓ The Physician or Hospital verifies your membership and coverage information.
- ✓ After you receive medical attention, your claim is electronically routed to Blue Cross and Blue Shield of Oklahoma, which processes it and sends you a detailed Explanation of Benefits. You're only responsible for meeting your Copayment, Deductible and/or Coinsurance payments, if any.
- ✓ All PPO Physicians and Hospitals are paid directly, relieving you of any hassle and worry.

### YOUR PRESCRIPTION DRUG PROGRAM

To receive the highest level of Benefits under this program, always have your prescriptions filled by a Participating Pharmacy.

Blue Cross and Blue Shield of Oklahoma has contracted with a network of Participating Pharmacies to help hold the line on the increasing costs of Prescription Drugs. When you present your Identification Card to your Participating Pharmacy, your claim will be processed electronically. Your pharmacist will be able to tell immediately which charges count toward your Prescription Drug Copayment or Coinsurance amounts and will collect the appropriate amount from you at the time of purchase. The pharmacist will then be reimbursed directly by the Plan for the balance of covered charges.

### HOW YOUR PRESCRIPTION DRUG PROGRAM WORKS

- ✓ Show your Blue Cross and Blue Shield of Oklahoma Identification Card to your Pharmacy.
- ✓ If you choose a Participating Pharmacy, you pay your Copayment or Coinsurance amount and your claims are filed automatically!
- ✓ If your Pharmacy is not a Participating Pharmacy, you will have to file your own claim.
- ✓ **Claims for Prescription Drugs purchased from a Participating Pharmacy are processed at the highest level of Benefits.**

**REMEMBER** — Using Participating Pharmacies can save you time and money. If you have any questions about your Prescription Drug coverage, please call a Customer Service Representative at 1-800-942-5837.

In order to receive the highest level of Benefits for your prescription charges, *your prescriptions must be filled at a Participating Pharmacy.* **Your coverage under this Certificate is subject to a reduction in Benefits if your prescriptions are filled at an Out-of-Network Pharmacy.**

If you find it necessary to purchase your prescriptions from an Out-of-Network Pharmacy, or if you do not have your Identification Card with you when you purchase your prescriptions, it will be your responsibility to pay the full cost of the Prescription Drugs and to submit a claim form (with your itemized receipt) to receive the Benefits available under this Certificate.

### **PREFERRED PRESCRIPTION DRUG PROGRAM**

To help our Subscribers make the most of their Prescription Drug Benefits, Blue Cross and Blue Shield of Oklahoma has implemented a Preferred Prescription Drug Program. While many prescriptions have generic equivalents, most do not. Prescriptions without a generic equivalent tend to be much more expensive than those with a generic alternative.

This program was designed to help you and your Physician select a safe, cost effective medication for your condition without limiting your freedom of choice. Your Prescription Drug Benefit program has multiple Copayment options for your prescriptions. The choice of drugs is up to you and your Physician. Generic Drugs are available at the lowest Copayment amount, Preferred Drugs are available at the next lowest Copayment level and the Non-Preferred Brand Drugs are available at the highest Copayment/Coinsurance level.

Subscribers can access a listing of Preferred Drugs on-line through the Blue Cross and Blue Shield of Oklahoma Web site at [www.bcbsok.com](http://www.bcbsok.com). This listing is maintained by the Pharmacy and Therapeutics Committee and will be changed periodically. You may call a Customer Service Representative to request an updated listing at 1-800-942-5837.

### **MEDICAL NECESSITY LIMITATION**

**THE FACT THAT A PHYSICIAN OR OTHER PROVIDER PRESCRIBES OR ORDERS A SERVICE DOES NOT AUTOMATICALLY MAKE IT MEDICALLY NECESSARY OR A COVERED SERVICE.**

This program provides Benefits for Covered Services that are Medically Necessary. **“Medically Necessary” is defined as services or supplies provided by a Provider that the Plan determines are:**

- **appropriate for symptoms and diagnosis to treat your condition, illness, disease or injury; and**
- **in line with standards of good medical practice; and**
- **not primarily for your or your Provider’s convenience; and**
- **the most appropriate supply or level of service which can be safely provided to you. When applied to the care of an Inpatient, this means that your condition or the services you need require acute care as a bed patient and you cannot receive safe or adequate care as an Outpatient.**

### **PRECERTIFICATION**

The Plan has designated certain Covered Services which require *“Precertification”* in order for you to receive the maximum Benefits possible under this Certificate. To request Precertification, you or your Provider may simply call the telephone number shown on your Identification Card. **If you use a BlueChoice PPO Provider for your services, your Provider will automatically request Precertification for you.**

For an Inpatient facility stay, *you must request Precertification from the Plan before your scheduled admission*. The Plan will consult with your Physician, Hospital, or other facility to determine if Inpatient level of care is required for your illness or injury. The Plan may decide that the treatment you need could be provided just as effectively in a less expensive setting (such as the Outpatient department of the Hospital, an Ambulatory Surgical Facility, or the Physician’s office). If the Plan determines that your treatment does not require Inpatient care, you and your Provider will be notified of that decision. **If you proceed with an Inpatient stay without the Plan’s approval, or if you do not ask the Plan for Precertification, your Benefits under this Certificate will be reduced by \$500 for that admission, provided the Plan determines that Benefits are payable upon receipt of a claim.** This reduction applies *in addition to* any Benefit reduction associated with your use of an Out-of-Network Provider.



- **Precertification Requests Involving Non-Urgent Care**

Except in the case of a Precertification Request Involving Urgent Care (see below), the Plan will provide a written response to your Precertification request no later than 15 days following the date we receive your request. This period may be extended one time for up to 15 additional days, if the Plan determines that additional time is necessary due to matters beyond our control.

If we determine that additional time is necessary, the Plan will notify you in writing, prior to the expiration of the original 15-day period, that the extension is necessary, along with an explanation of the circumstances requiring the extension of time and the date by which the Plan expects to make the determination.

If an extension of time is necessary due to our need for additional information, we will notify you of the specific information needed, and you will have 45 days from receipt of the notice to provide the additional information. We will provide a written response to your request for Precertification within 15 days following receipt of the additional information.

The procedure for appealing an adverse Precertification determination is set forth in the section entitled, “***Complaint/Appeal Procedure.***”

- **Precertification Requests Involving Urgent Care**

A “Precertification Request Involving Urgent Care” is any request for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations:

- could seriously jeopardize the life or health of the Subscriber or the ability of the Subscriber to regain maximum function; or
- in the opinion of a Physician with knowledge of the Subscriber’s medical condition, would subject the Subscriber to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Precertification request.

In case of a “Precertification Request Involving Urgent Care,” the Plan will respond to you no later than 72 hours after receipt of the request, unless you fail to provide sufficient information to determine whether, or to what extent, Benefits are covered or payable under the Group Health Plan. In the case of such a failure, the Plan will notify you no later than 24 hours after receipt of your request, of the specific information necessary to complete your Precertification request. You will be given a minimum of 48 hours to provide the specified information. You will be notified of the Plan’s response to your Precertification request no later than 48 hours after the earlier of:

- the Plan’s receipt of the specified information; or
- the end of the 48-hour period you were given to provide the specified information.

**NOTE:** The Plan’s response to your Precertification Request Involving Urgent Care, including an adverse determination, if applicable, may be issued orally. A written notice will also be provided within three days following the oral notification.

- **Precertification Requests Involving Emergency Care**

If you are admitted to the Hospital for Emergency Care and there is not time to obtain Precertification, you will not be subject to the Precertification “penalty” (if any) outlined in your Certificate *if you or your Provider notifies the Plan within two working days following your emergency admission.*

In addition to Inpatient facility services, some Outpatient services (such as Home Health Care) are also subject to Precertification. If you fail to request Precertification approval, or to abide by the Plan’s determination regarding these services, your Benefits will be *denied* or *reduced*, as set forth in the ***Comprehensive Health Care Services*** section of this Certificate.

**Benefit reductions for failure to comply with the Plan's Precertification process will apply only when you utilize the services of a Provider who is not a member of the BlueChoice PPO Provider network.**

**Please keep in mind that any treatment you receive which is not a Covered Service under this Certificate, or which is not Medically Necessary, will be excluded from your Benefits. This applies even if Precertification approval is requested or received.**

**NOTE:** Group Health Plans and health insurance issuers generally may not, under federal law, 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, federal law generally 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 hours as applicable). In any case, plans and issuers may not, under federal law, require that a Provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### **CONCURRENT REVIEW AND CASE MANAGEMENT**

As a part of the Precertification process described above, the Plan will determine an "expected" or "typical" length of stay or course of treatment based upon the medical information given to the Plan at the time of your Precertification request. These estimates are used for a concurrent review during the course of your admission or treatment in order to determine if Benefits are eligible in accordance with the Medical Necessity provisions of this Certificate.

Whenever it is determined that Inpatient care or an ongoing course of treatment may no longer be Medically Necessary, the Plan's Medical and Benefits Administration staff will contact you, your Provider or other authorized representative to discuss the Medical Necessity guidelines used to determine Benefits for continuing services. When appropriate, the Plan will inform you and your Providers whether additional Benefits are available for services you and your Physician may choose to obtain in an alternate treatment setting.

If you or your Provider requests to extend care beyond the approved time limit and it is a Request Involving Urgent Care, the Plan will notify you of its decision within 24 hours, provided the request is made within 24 hours prior to the expiration of the prescribed period of time or course of treatment.

### **ALLOWABLE CHARGE**

To take full advantage of the negotiated pricing arrangements in effect between Blue Cross and Blue Shield of Oklahoma and our network Providers, it is imperative that you use BlueChoice PPO Providers in Oklahoma and BlueCard PPO Providers whenever you are out of state. Using these Providers offers you the following advantages:

- BlueChoice PPO and BlueCard PPO Providers have agreed to hold the line on health care costs by providing special prices for our Subscribers. These Providers will accept this negotiated price (called the **"Allowable Charge"**) as payment for Covered Services. This means that, if a network Provider bills you more than the Allowable Charge for Covered Services, ***you are not responsible for the difference.***
- Blue Cross and Blue Shield of Oklahoma will calculate your Benefits based on this "Allowable Charge". We will deduct any charges for services which aren't eligible under your coverage, then subtract your Copayment, Deductible and/or Coinsurance amounts which may be applicable to your Covered Services. We will then determine your Benefits under this Certificate, and direct any payment to your network Provider.

### **REMEMBER ...**

**You receive the maximum Benefits allowed whenever you utilize the services of an Oklahoma BlueChoice PPO Provider or a BlueCard PPO Provider outside the state of Oklahoma.**

Your coverage contains special provisions (Benefit reductions) which apply whenever you use Out-of-Network Providers. If you use an Out-of-Network Provider, your Benefits will be determined as follows:

- If you use an Oklahoma Out-of-Network Provider, the Plan will determine the Allowable Charge for your out-of-network claims **based upon the amount the Plan would have reimbursed an Oklahoma BlueChoice PPO Provider for the same service.** You will be responsible for the following:
  - Charges for any services which are not covered under your Group Health Plan.
  - Any Deductible or Coinsurance amounts that are applicable to your coverage (*including the higher Coinsurance amounts which apply to Out-of-Network Provider services*).
  - The difference, if any, between your Provider's "billed charges" and the "Allowable Charge" which a BlueChoice PPO Provider would have accepted for the same services.
- When Covered Services are received outside the state of Oklahoma from a Provider who does not have a written agreement with Blue Cross and Blue Shield of Oklahoma or with the local Blue Cross and Blue Shield Plan, the "Allowable Charge" will be determined by the Blue Cross and Blue Shield Plan (Host Plan) servicing the area. This Allowable Charge will be the amount the Host Plan uses for their own local members that obtain services from local non-contracting Providers. You will be responsible for the following:
  - Charges for any services which are not covered under your Group Health Plan.
  - Any Deductible or Coinsurance amounts that are applicable to your coverage (*including the higher Coinsurance amounts which apply to Out-of-Network Provider services*).
  - The difference, if any, between your Provider's "billed charges" and the "Allowable Charge" determined by the Host Plan.
- In certain instances, your services may be rendered by a Provider who has a Participating Provider Agreement (other than a BlueChoice PPO Participating Agreement) with Blue Cross and Blue Shield of Oklahoma. These Providers (called BlueTraditional Providers) have agreed to charge Plan Subscribers no more than a "Maximum Reimbursement Allowance" for Covered Services. If you receive Covered Services from a BlueTraditional Provider, you will be responsible for the following:
  - Charges for any services which are not covered under your Group Health Plan.
  - Any Deductible or Coinsurance amounts that are applicable to your coverage (*including the higher Coinsurance amounts which apply to Out-of-Network Provider services*).
  - Any amounts over the "Allowable Charge" up to but not exceeding the "Maximum Reimbursement Allowance" specified in their Participating Provider Agreement.

**Keep in mind that these "Allowable Charge" provisions apply whenever you obtain services outside the BlueChoice PPO or BlueCard PPO Provider networks, including Emergency Care or referral services.**

## **SPECIAL NOTICES**

The Plan reserves the right to change the provisions, language and Benefits set forth in this Certificate.

Because of changes in federal or state laws, changes in your health care program, or the special needs of your Group, provisions called "special notices" may be added to your Certificate.

Be sure to check for a "special notice". It changes provisions or Benefits in your Certificate.

## **IDENTIFICATION CARD**

You will get an Identification Card to show the Hospital, Physician, Pharmacy, or other Providers when you need to use your coverage.

Your Identification Card shows the Group through which you are enrolled and includes your own personal identification number. All of your covered Dependents share your identification number. Duplicate cards can be obtained for each member of your family.

Carry your card at all times. If you lose your card, you can still use your coverage. You can replace your card faster, however, if you know your identification number. The Certificate page has a space to record it.

Legal requirements govern the use of your card. You cannot let anyone who is not enrolled in your coverage use your card or receive your Benefits.

### **DESIGNATING AN AUTHORIZED REPRESENTATIVE**

The Plan has established procedures for you to designate an individual to act on your behalf with respect to a Benefit claim or an appeal of an adverse Benefit determination. Contact a Customer Service Representative for help if you wish to designate an authorized representative. In the case of a Precertification Request Involving Urgent Care, a health care professional with knowledge of your medical condition will be permitted to act as your authorized representative.

### **QUESTIONS**

**Whenever you call our offices for assistance, please have your Identification Card with you.**

You usually will be able to answer your health care Benefit questions by referring to this Certificate. If you need more help, please call a Customer Service Representative at 1-800-672-2567.

Or you can write:

Blue Cross and Blue Shield of Oklahoma  
P.O. Box 3283  
Tulsa, Oklahoma 74102-3283

*When you call or write*, be sure to give your Blue Cross and Blue Shield of Oklahoma Subscriber identification number which is on your Identification Card. If the question involves a claim, be sure to give:

- the date of service;
- name of Physician or Hospital;
- the kind of service you received; and
- the charges involved.

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## ***Eligibility, Enrollment, Changes & Termination***

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**T**his section tells:

- How and when you become eligible for coverage under the Contract;
- Who is considered an Eligible Dependent;
- How and when your coverage becomes effective;
- How to change types of coverage;
- How and when your coverage stops under the Contract; and
- What rights you have when your coverage stops.

### **WHO IS AN ELIGIBLE PERSON**

Unless otherwise specified in the Group Contract, you are an Eligible Person if you are an Employee who works on a full-time basis with a normal work week of 30 or more hours. If you work on a part-time basis, you may be considered an Eligible Person.

The date you become eligible is the date you satisfy the eligibility provisions specified by your Group. Check with your Group Administrator for specific eligibility requirements which apply to your coverage.

### **WHO IS AN ELIGIBLE DEPENDENT**

An Eligible Dependent is defined as:

- your spouse;
- your child, including a newborn child, adopted child, stepchild;
- any other unmarried child for whom your or your spouse is legally responsible.

Dependent children are eligible for coverage until their 26th birthday. Unmarried Dependent children 26 years of age and over who are medically certified as disabled and who are dependent upon you or your spouse are eligible for coverage regardless of age.

The Plan reserves the right to request verification of a Dependent child's age and/or disability upon initial enrollment and from time to time thereafter as the Plan may require.

### **HOW TO ENROLL**

To Enroll in this health care program, you must complete an application form provided by the Plan, including all information needed to determine eligibility. Your membership may include:

- Member Only (Single) Coverage — if only you Enroll.
- Member and Spouse Only Coverage — for you and your spouse.

- Member and Child Only Coverage — for you and your child.
- Member and Children Coverage — for you and your Dependent children.
- Member, Spouse and Children Coverage (Family Coverage) — for you and all of your Eligible Dependents.

**IMPORTANT:**

**In order to assure your application is processed and your coverage is effective at the earliest possible date, you must Enroll during your first period of eligibility (designated by your Group).**

**INITIAL ENROLLMENT PERIOD**

- **Initial Group Enrollment**

If you are an Eligible Person on the Group's Contract Date and your application for coverage is received by the Plan during the Group's Initial Enrollment Period, the Effective Date for you and your Eligible Dependents (if applicable) is the Group's Contract Date.

- **Initial Enrollment After the Group's Contract Date**

If you become an Eligible Person after the Group's Contract Date and your application is received by the Plan within 31 days of being first eligible, the Effective Date for you and your Eligible Dependents (if applicable) will be assigned by the Plan, according to the provisions of the Contract in effect for your Group.

- **Initial Enrollment of New Dependents**

You can apply to add Dependents to your coverage if we receive your "Request for Change in Membership" form within 31 days after you acquire an Eligible Dependent (see exceptions below for newborn children). The Effective Date for the Eligible Dependent will be the date the Dependent was acquired.

— **Newborn Children**

If you have a newborn child while covered under this Certificate, then the following rules apply:

- If you are enrolled under Member Only (Single) Coverage, you may add coverage for a newborn effective on the date of birth. However, your "Request for Change in Membership" form must be received by the Plan within 31 days of the child's birth. If you choose not to Enroll your newborn child, coverage for that child will be included under the mother's maternity Benefits (provided the mother is enrolled under this Certificate) for 48 hours following a vaginal delivery, or 96 hours following a cesarean section.
- If you are enrolled under Member and Child Only Coverage or Member and Spouse Only Coverage (if applicable), coverage for the newborn will be effective on the date of birth and continue for 31 days. In order to extend the coverage beyond 31 days, your "Request for Change in Membership" form must be received by the Plan within 31 days of the child's birth.
- If you are enrolled under Member and Child Only Coverage or Member and Children Coverage, Member, Spouse and Children Coverage or Family Coverage, no application will be required to add coverage for a newborn child. However, you must notify the Plan in writing of the child's birth (please submit a "Request for Change in Membership" form within 31 days). The Effective Date for the newborn will be the child's birth date.

**IMPORTANT:**

**To expedite the handling of your newborn's claims, please make sure the Plan receives your "Request for Change in Membership" form (including your child's name and birth date) within 31 days of the child's birth.**

## — **Adopted Children**

An adopted child or a child Placed for Adoption may be added to your coverage, provided your “Request for Change in Membership” form is received by the Plan within 31 days of the date the child is placed in your custody. The Effective Date for the child will be the date you assumed the physical custody of the adopted child and the financial responsibility for the support and care of the adopted child. A copy of the court order or adoption papers must be submitted to the Plan with the change form.

Subject to the Exclusions, conditions and limitations of this Certificate, coverage for an adopted child will include the actual and documented medical costs associated with the birth of an adopted child who is 18 months of age or younger. You must provide copies of the medical bills and records associated with the birth of the adopted child and proof that you have paid or are responsible for payment of the medical bills associated with the birth and that the cost of the birth was not covered by another health care plan, including Medicaid.

## **SPECIAL ENROLLMENT PERIODS**

Your Group Health Plan includes Special Enrollment Periods during which individuals who previously declined coverage are allowed to Enroll (without having to wait until the Group’s next regular Open Enrollment Period). A Special Enrollment Period can occur if a person with other health coverage loses that coverage or if a person becomes a Dependent through marriage, birth, adoption, or Placement for Adoption. The Children’s Health Insurance Program Reauthorization Act (CHIPRA) created two additional special enrollment rights related to an individual’s (1) loss of Medicaid or CHIP coverage, or (2) eligibility for a Group Health Plan premium subsidy funded by Medicaid or CHIP. A person who Enrolls during a Special Enrollment Period is not treated as a Late Enrollee, and the Plan may not impose a Preexisting Condition Exclusion period longer than 12 months.

### • **Special Enrollment For Loss of Other Coverage**

The Special Enrollment Period for loss of other coverage is available to you and your Dependents who meet the following requirements:

- You and/or your Dependent must otherwise be eligible for coverage under the terms of the Group Health Plan.
- When the coverage was previously declined, you and/or your Dependent must have been covered under another Group Health Plan or must have had other health insurance coverage.
- When you declined enrollment for yourself or for your Dependent(s), you stated in writing that coverage under another Group Health Plan or other health insurance coverage was the reason for declining enrollment. This paragraph applies only if:
  - the Plan required such a statement when you declined enrollment; and
  - you are provided with notice of the requirement to provide the statement in this paragraph (and the consequences of your failure to provide the statement) at the time you declined enrollment.
- When you declined enrollment for yourself or for your Dependent under the Contract:
  - you and/or your Dependent had COBRA Continuation Coverage under another plan and COBRA Continuation Coverage under that other plan has since been exhausted; or
  - if the other coverage that applied to you and/or your Dependent when enrollment was declined was not under a COBRA continuation provision, either the other coverage has been terminated as a result of loss of eligibility for the coverage or employer contributions towards the other coverage have been terminated.

For purposes of the above provision, “exhaustion of COBRA Continuation Coverage” means that the individual’s COBRA Continuation Coverage has ceased for any reason other than failure to pay premiums 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 plan). “Loss of eligibility for coverage” includes a loss of coverage as a result of legal separation, divorce, death, termination of employment, reduction in the number of hours of employment, and any loss of eligibility after a period that is measured by reference to any of the foregoing. Loss of eligibility does not include a loss due to failure of the individual or the participant to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or any intentional misrepresentation of a material fact in connection with the plan).

- Your application for special enrollment must be received by the Plan within 31 days following the loss of other coverage. Coverage under special enrollment will be effective no later than the first day of the month after the Plan receives your application for enrollment for yourself or on behalf of your Dependent(s).

- **Special Enrollment For New Dependents**

A Special Enrollment Period occurs if a person has a new Dependent by birth, marriage, adoption, or Placement for Adoption. Your application to Enroll or your “Request for Change in Membership” form (if you are already enrolled) must be received by the Plan within 31 days following the birth, marriage, adoption, or Placement for Adoption. To Enroll an adopted child, a copy of the court order or adoption papers must accompany the application or change form. Special enrollment rules provide that:

- You may Enroll when you marry or have a new child (as a result of marriage, birth, adoption, or Placement for Adoption).
- Your spouse can be enrolled separately at the time of marriage or when a child is born, adopted or Placed for Adoption.
- Your spouse can be enrolled together with you when you marry or when a child is born, adopted, or Placed for Adoption.
- A child who becomes your Dependent as a result of marriage, birth, adoption, or Placement for Adoption can be enrolled when the child becomes a Dependent.
- Similarly, a child who becomes your Dependent as a result of marriage, birth, adoption, or Placement for Adoption can be enrolled if you Enroll at the same time.
- Coverage with respect to a marriage is effective no later than the first day of the month after the date the request for enrollment is received.
- Coverage with respect to a birth, adoption, or Placement for Adoption is effective on the date of the birth, adoption, or Placement for Adoption.

- **Special Enrollment for Court-Ordered Dependent Coverage**

An Eligible Dependent is not considered a Late Enrollee if the Member’s application to add the Dependent is received by the Plan within 31 days after issuance of a court order requiring coverage be provided for a spouse or minor or Dependent child under the Member’s coverage. The Effective Date will be determined by the Plan in accordance with the provisions of the court order.

- **Special Enrollment Related to Medicaid and Child Health Insurance Program (CHIP) Coverage**

A 60-day Special Enrollment Period occurs when Employees and Dependents who are eligible but not enrolled for coverage in the Group Health Plan experience either of the following qualifying event:



- The Employee's or Dependent's Medicaid or CHIP coverage is terminated as a result of loss of eligibility; or
- The Employee or Dependent becomes eligible for a Group Health Plan premium assistance subsidy under Medicaid or CHIP.

An Employee must request this special enrollment into the Group Health Plan within 60 days of the loss of Medicaid or CHIP coverage, and within 60 days of the Employee or Dependent becoming eligible for a Group Health Plan premium assistance subsidy under Medicaid or CHIP.

## **OPEN ENROLLMENT PERIOD**

If you do not Enroll for coverage for yourself or for your Eligible Dependent(s) during the Initial Enrollment Period or during a Special Enrollment Period, you may apply for coverage at any time. However, coverage will be delayed until the Group's next Contract Date Anniversary. In order to verify your coverage election, you and/or your Dependent(s) will be asked to "reapply" for coverage during the Group's Open Enrollment Period. An Open Enrollment Period will be held each year as established by your employer. Contact your employer for your Open Enrollment Period and to determine when your application for coverage must be submitted.

Individuals who Enroll during an Open Enrollment Period will be considered Late Enrollees under the Contract and will be subject to an 18-month Preexisting Condition Exclusion period. However, the 18-month Preexisting Condition Exclusion period will be reduced by the following:

- the days of prior Creditable Coverage in effect before your and/or your Dependent's application was received by the Plan; and
- the period of time between the Contract Date Anniversary and the date your and/or your Dependent's initial application for coverage was received by the Plan (for individuals who applied for coverage prior to the Open Enrollment Period).

## **QUALIFIED COURT ORDERS FOR MEDICAL COVERAGE FOR DEPENDENT CHILDREN**

The Plan will honor certain qualified medical child support orders (QMCSO). To be qualified, a court of competent jurisdiction must enter an order for child support requiring coverage under the Group Health Plan on behalf of your children. An order or notice issued through a state administrative process that has the force of law may also provide for such coverage and be a QMCSO.

The order must include specific information such as:

- your name and address;
- the name and address of any child covered by the order;
- a reasonable description of the type of coverage to be provided to the child or the manner by which the coverage is to be determined;
- the period to which the order applies; and
- each Group Health Plan to which the order applies.

To be a qualified order, the order cannot require the Plan to provide any type or form of Benefits or any option not otherwise provided by the Group Health Plan, except as otherwise required by law. You will be responsible for paying all applicable premium contributions, and any Copayment, Deductible, Coinsurance or other cost sharing provisions which apply to your and your Dependent's coverage.

The Plan has to follow certain procedures with respect to qualified medical child support orders. If such an order is issued concerning your child, you should contact a Customer Service Representative at 1-800-94 BLUES (1-800-942-5837).

## **DELAYED EFFECTIVE DATE**

If you apply for coverage and are not Actively at Work on what would be your Effective Date, then the Effective Date will be delayed until the date you are Actively at Work.

This provision will not apply if you were:

- absent from work due to a health status factor; or
- enrolled under the Employer's Group Health Plan in force immediately before the Contract Date; or
- covered under BlueLincs HMO coverage (if applicable) and you transfer coverage to this Certificate:
  - during the Annual Transfer Period; or
  - within 31 days of the date you move your residence outside the BlueLincs HMO service area.

In no event will your Dependents' coverage become effective prior to your Effective Date.

## **DELETING A DEPENDENT**

You can remove a Dependent from your coverage in the event of a qualifying change in Dependent status. The change will be effective at the end of the coverage period during which eligibility ceases. Be sure to check with your Group Administrator before removing a Dependent from your coverage.

## **TRANSFERS FROM ALTERNATE COVERAGE OPTIONS**

Some Groups offer coverage through an alternate program provided by Blue Cross and Blue Shield of Oklahoma, and/or through BlueLincs HMO, a subsidiary of Health Care Service Corporation. Check with your Group Administrator to see what coverage options are available to you.

If your Group does offer coverage options other than this health care program, there are certain periods during which you can transfer coverage from one program to another:

- An Annual Transfer Period will be held each year during the 31-day period immediately before your Group's Contract Date Anniversary (see your Group Administrator for specific dates). During this period, you may transfer your coverage to this program if you are currently enrolled under your Employer's alternate Plan Group Contract or BlueLincs HMO. Your Effective Date will coincide with your Group's Contract Date Anniversary.
- If you have coverage through BlueLincs HMO and you move outside the BlueLincs HMO service area, you may also apply for coverage under this Certificate. Be sure your application is received by the Plan within 31 days of the date you move your residence outside the BlueLincs HMO service area.

Your Effective Date will be the first billing cycle coinciding with or next following the date your application is approved by the Plan.

## **WHEN ELIGIBILITY CONTINUES**

- **TOTAL DISABILITY**

If you, the Eligible Person, become Totally Disabled, your eligibility under this Certificate will continue for a period which shall be the lesser of:

- six months following the date you become disabled; or

— the uninterrupted duration of your Total Disability.

- **OTHER**

Check with your Group Administrator for eligibility provisions unique to your Group's coverage.

## **COBRA CONTINUATION COVERAGE**

**THIS PROVISION MAY NOT APPLY TO YOUR GROUP'S COVERAGE. PLEASE CHECK WITH YOUR GROUP ADMINISTRATOR TO DETERMINE IF YOUR GROUP IS SUBJECT TO COBRA\* REGULATIONS.**

- **Eligibility for Continuation Coverage**

When a Qualifying Event occurs, eligibility under this Certificate may continue for you and/or your Eligible Dependents (including your widow/widower, your divorced or legally separated spouse, and your children) who were covered on the date of the Qualifying Event. A child who is born to you, or Placed for Adoption with you, during the period of COBRA Continuation Coverage is also eligible to elect COBRA Continuation Coverage.

You or your Eligible Dependent is responsible for notifying the Employer within 60 days of the occurrence of any of the following events:

- your divorce or legal separation; or
- your Dependent child ceasing to be an Eligible Dependent under the Plan; or
- the birth, adoption or Placement for Adoption of a child while you are covered under COBRA Continuation Coverage.

- **Election of Continuation Coverage**

You or your Eligible Dependent must elect COBRA Continuation Coverage within 60 days after the later to occur of:

- the date the Qualifying Event would cause you or your Dependent to lose coverage; or
- the date your Employer notifies you, or your Eligible Dependent, of your COBRA Continuation Coverage rights.

- **COBRA Continuation Coverage Period**

You and/or your Eligible Dependents are eligible for coverage to continue under your Group's coverage for a period not to exceed:

- 18 months from the date of a loss in coverage resulting from a Qualifying Event involving your termination of employment or reduction in working hours; or
- 36 months from the date of a loss in coverage resulting from a Qualifying Event involving:
  - your death, divorce or legal separation, or your loss of coverage due to becoming entitled to Medicare; or
  - the ineligibility of a Dependent child;

provided the premiums are paid for the coverage as required.

*\* Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.*

- **Disability Extension**

- COBRA Continuation Coverage may be extended from 18 months to 29 months for you or an Eligible Dependent who is determined by the Social Security Administration to have been disabled on the date of a Qualifying Event, or within the first 60 days of COBRA Continuation Coverage. This 11-month disability extension is also available to nondisabled family members who are entitled to COBRA Continuation Coverage.
- To request the 11-month disability extension, you or your Dependent must give notice of the disability determination to the Employer before the end of the initial 18-month COBRA Continuation Coverage period, and no later than 60 days after the date of the Social Security Administration's determination. In addition, you or your Dependent must notify the Employer within 30 days after the Social Security Administration makes a determination that you or your Dependent is no longer disabled.

- **Multiple Qualifying Events**

In the event an Eligible Dependent experiences a second Qualifying Event after onset of COBRA Continuation Coverage resulting from your termination or reduction in work hours, the maximum period of coverage is 36 months from the date of a loss in coverage resulting from the first Qualifying Event. This extension is available to the Eligible Dependent only.

- **Special TAA/ATAA Election Period**

An Employee who loses his/her job due to a trade-related reason may be entitled to a second 60-day COBRA election period if the Employee did not elect COBRA Continuation Coverage when initially eligible to do so. In order to qualify for this election period, the U. S. Department of Labor (or a state labor agency) must issue a certification showing that the job loss was due to trade-related reasons and that the employee is entitled to "trade adjustment assistance" (TAA) or "alternate trade adjustment assistance" (ATAA). The special 60-day election period begins on the first day of the month in which the Employee becomes eligible for trade adjustment assistance, as determined by the Department of Labor or state labor agency. The Employee is not eligible for the special election period if the TAA/ATAA eligibility determination is made more than six months after termination of employment.

## **WHEN COVERAGE UNDER THIS CERTIFICATE ENDS**

When a Subscriber is no longer an Eligible Person or Eligible Dependent, coverage stops at the end of the coverage period during which eligibility ceases, except in the following cases:

- In the case of an Employee whose coverage is terminated, such Employee and his/her Dependents shall remain insured under the Contract for a period of 31 days after such termination, unless during such period the Employee and his/her Dependents shall otherwise become entitled to similar insurance from some other source.
- When a Subscriber ceases to be an Eligible Dependent by reason of death, coverage for that Subscriber will cease on the date of death.
- A Subscriber's COBRA Continuation Coverage, when applicable, will cease on the earliest to occur of the following dates:
  - the date the coverage period ends following expiration of the 18-month, 29-month, or 36-month COBRA Continuation Coverage period, whichever is applicable;
  - the first day of the month that begins more than 30 days after the date of the Social Security Administration's final determination that the Subscriber is no longer disabled (when coverage has been extended from 18 months to 29 months due to disability);

- the date on which the Group stops providing any Group Health Plan to any Employee;
- the date on which coverage stops because of a Subscriber's failure to pay to the Group any premiums required for the COBRA Continuation Coverage;
- the date on which the Subscriber first becomes (after the date of the election) covered under any other Group Health Plan which does not contain any exclusion or limitation with respect to a Preexisting Condition applicable to the Subscriber (or the date the Subscriber has satisfied the Preexisting Condition Exclusion period under that plan); or
- the date on which the Subscriber becomes (after the date of the election) entitled to benefits under Medicare.

Your coverage will terminate retroactive to your Effective Date if you or the Group commits fraud or material misrepresentation in applying for or obtaining coverage under the Group Contract. Your coverage will end immediately if you file a fraudulent claim.

If your premiums are not paid, your coverage will stop at the end of the coverage period for which your premiums have been paid.

Termination of the Group Contract automatically ends all of your coverage at the same time and date. It is the responsibility of your Group to tell you of such termination.

#### **WHAT WE WILL PAY FOR AFTER YOUR COVERAGE ENDS**

- If your coverage ends for any reason, your Benefits will end on the effective date and time of such termination. However, termination will not deprive you of Benefits to which you would otherwise be entitled for Covered Services Incurred during a Hospital confinement which began before the date and time of termination. Benefits will be provided only for the lesser of:
  - a period of time equal to the length of time you were covered under the Contract; or
  - the duration of the Hospital confinement; or
  - 90 days following termination of coverage; or
  - the date the Subscriber becomes entitled to similar insurance through some other source.
- If your coverage ends because the Member terminates employment, or because the Group itself is terminated, your Benefits will end on the effective date and time of the termination of coverage. However, if you were covered under the Group Contract for at least six months before your coverage terminates, then you will be eligible for an extension of Benefits under this Certificate if:
  - Covered Services are Incurred due to illness or injury because of which you are Totally Disabled at the date and time such coverage is terminated; or
  - you have not completed a plan of surgical treatment (including maternity care and delivery expenses) which began prior to the date and time of such termination.

Coverage for the extension of Benefits will be limited to the lesser of:

- the uninterrupted duration of the Total Disability or completion of a plan of surgical treatment; or
- the payment of maximum Benefits; or
- six months following the date and time your coverage terminates.

Your premiums must be submitted to us during the period of the extension of Benefits and will be the same premiums which would have been charged for the coverage under the Group Contract had termination not occurred.

We will have no liability for any Benefits under your Certificate after your coverage terminates, except as specified above.

### **CONVERSION PRIVILEGE AFTER TERMINATION OF GROUP COVERAGE**

If you stop being a Subscriber under the Group Contract, you are eligible for coverage under our Individual Conversion contract.

If you move to an area serviced by another Blue Cross Plan, you may transfer to the Blue Cross Plan serving that area.

When you transfer to an Individual Conversion contract or to a contract offered by another Blue Cross Plan, your coverage may be different from the coverage provided by this Certificate.

Payment for coverage under the conversion contract must be made from the date you cease to be a Subscriber under this Certificate.

Written application for a conversion contract must be received by Blue Cross and Blue Shield of Oklahoma no later than 31 days after your coverage terminates under this Certificate.

A conversion contract will not be available if you are:

- a Member who is eligible for coverage under a group having a contract with us; or
- a Dependent who is covered under any policy of benefits for hospital and surgical/medical care and services provided by an employer or group; or
- any Subscriber who ceases to be eligible due to cancellation of the Contract, unless approved by the Plan.

### **WHEN YOU TURN AGE 65**

Plan coverage is available to you and/or your spouse over age 65. However, the type of coverage you receive will depend upon whether you continue to work and the rules in effect for your particular Group, including federal regulations which apply to working people age 65 and older.

Your coverage may include:

- a continuation of Group Benefits;
- a combination of Group Benefits and Medicare; or
- one of our Medicare Supplement Policies.

Check with your Group Administrator for details regarding the coverage options available to you and your Dependents (if any).

### **WHEN YOU RETIRE**

When you retire at or after age 65 and have applied for Medicare, you may apply for a Medicare supplement coverage within 31 days of the day you retire.

If you retire before your 65th birthday, you may convert to an Individual Conversion contract within 31 days of your retirement date. Then when you become age 65, you may apply for a Medicare supplement coverage. Check with your Group Administrator for more information.

**NOTE:** Some Groups have special eligibility provisions regarding retired Employees. **Check with your Group Administrator for retiree eligibility provisions unique to your Group's coverage.**

**IMPORTANT:**

**You are eligible for Medicare on the first day of the month you become age 65. You should apply for Medicare at least three months before your birthday.**

**CERTIFICATES OF COVERAGE**

In accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a Group Health Plan is required to provide you with a “Certificate of Coverage”, without charge, upon the occurrence of any of the following events:

- **Qualified Beneficiaries Upon a Qualifying Event**

In the case of an individual who is a qualified beneficiary entitled to elect COBRA Continuation Coverage, an automatic certificate is required to be provided at the time the individual would lose coverage under the plan in the absence of COBRA Continuation Coverage or alternative coverage elected instead of COBRA Continuation Coverage.

- **Other Individuals When Coverage Ceases**

In the case of an individual who is not a qualified beneficiary entitled to elect COBRA Continuation Coverage, an automatic certificate is required to be provided at the time the individual ceases to be covered under the plan.

- **Qualified Beneficiaries When COBRA Ceases**

In the case of an individual who is a qualified beneficiary and has elected COBRA Continuation Coverage (or whose coverage has continued after the individual became entitled to elect COBRA Continuation Coverage), an automatic certificate is to be provided at the time the individual’s coverage under the plan ceases.

- **Any Individual Upon Request**

Requests for certificates are permitted to be made by, or on behalf of, an individual within 24 months after coverage ceases.

The Certificate of Coverage gives detailed information about how long you had coverage under the plan. This information may be used to demonstrate “Creditable Coverage” to your new health plan or issuer of an individual health policy. Creditable Coverage may be used to reduce the Preexisting Condition Exclusion period under the new coverage.

Blue Cross and Blue Shield of Oklahoma has established a toll-free telephone number (1-888-250-2005) to assist Subscribers in obtaining Certificates of Coverage and Preexisting Condition “credit”.

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## *Schedule of Benefits*

### *Comprehensive Health Care Services*

### *High Option*

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This section shows how much we pay for Covered Services described in the *Comprehensive Health Care Services* section that follows. It also explains the Copayment or Deductible you must pay before the Plan starts to pay for most Covered Services. **Please note that services must be Medically Necessary in order to be covered under this program.**

#### **BENEFIT PERIOD**

Calendar Year

#### **OFFICE VISIT COPAYMENT**

\$25 for each visit to a BlueChoice PPO or BlueCard PPO Physician's office. The Copayment applies to charges which are billed as part of your Physician's office visit only and is limited to one Copayment per day per Provider. All other Physician office visit related services are subject to the Deductible and Coinsurance provisions of your coverage.

**EXCEPTION:** The office visit Copayment does not apply to the following services:

- Surgical services;
- Physical Therapy and Occupational Therapy;
- Chemotherapy;
- Allergy testing and allergy injections;
- Covered childhood immunizations (for Subscribers under age 19);
- In-network adult immunizations;
- Annual routine mammography (limited to \$115 per screening for out-of-network Providers);
- Prescription Drugs;
- Durable Medical Equipment.

The Copayment does not count toward the Deductible or Out-of-Pocket Limit under this Certificate. In addition, the Copayment will continue to apply to charges Incurred after the Deductible and/or Out-of-Pocket Limit has been reached.

#### **DEDUCTIBLE**

Out-of-Network  
Hospital Deductible

\$300 per Inpatient Hospital Admission. This Deductible applies to all Covered Services Incurred during the Subscriber's admission to a Hospital which is not a BlueChoice PPO or BlueCard PPO Provider.



Emergency Room Deductible      \$100 for each visit to a Hospital emergency room. This Deductible is waived if the Subscriber is admitted to the Hospital through the emergency room visit.

Benefit Period Deductible      \$500 per Benefit Period per Subscriber. The Benefit Period Deductible is in addition to the Out-of-Network Hospital Deductible or any other Deductible described above.

Covered Services *Not* Subject to  
Benefit Period Deductible

The Benefit Period Deductible applies to all Covered Services, except:

- Routine Nursery Care (\$300 Out-of-Network Hospital Deductible *does* apply).
- Routine Well Child Care (for Subscribers under age 19).
- Annual routine gynecological/obstetrical examination and Pap smear (limited to one per Benefit Period per Subscriber).
- Annual prostate cancer screening (limited to Subscribers age 40 and over).
- Covered childhood and adult immunizations.
- Routine Low-Dose Mammography (limited to \$115 per screening for out-of-network Providers).
- BlueChoice PPO or BlueCard PPO Physician services which are subject to the office visit Copayment.
- Outpatient Prescription Drugs.

## **FAMILY DEDUCTIBLE**

No family Subscriber will contribute more than the individual Deductible amount.

If your coverage includes your Dependents, then:

- no more than three times the individual Deductible must be satisfied in each Benefit Period for all family members covered under your membership; and
- if two or more Subscribers under your membership incur expenses for Covered Services as a result of injuries received in the same accident, only one Deductible will be applied to the aggregate of such charges.

The Family Deductible provisions described above apply only to the Benefit Period Deductible and do not include any other Deductible applicable to your coverage.

## **OUT-OF-POCKET LIMIT**

- **BlueChoice PPO and BlueCard PPO Provider Services** —When you have paid \$2,800 (in excess of any Copayment amounts) for Covered Services provided by BlueChoice PPO and BlueCard PPO Providers during a Benefit Period, the amount of Allowable Charges covered by the Plan on your behalf will increase to 100% during the remainder of the Benefit Period for Covered Services you receive from network Providers.
- **Out-of-Network Provider Services** — When you have paid \$3,300 (in excess of any Copayment amounts) for Covered Services provided by Out-of-Network Providers during a Benefit Period, the amount of Allowable Charges covered by the Plan on your behalf will increase to 100% during the remainder of the Benefit Period for Out-of-Network Provider services.

These Out-of-Pocket Limits are cumulative. This means that any expenses you receive from BlueChoice PPO Providers, BlueCard PPO Providers or Out-of-Network Provider Services will count toward the Out-of-Pocket Limits for both in-network and out-of-network services. However the Out-of-Network Provider Services Out-of-Pocket Limit will apply any time you receive services from an Out-of-Network Provider, even though you may have previously satisfied the in-network Out-of-Pocket Limit.

The Out-of-Pocket Limit and Benefit percentage amount specified above do not apply to expenses Incurred for:

- Services which are subject to the office visit Copayment.
- Deductible (Benefit Period Deductible is included).
- Ineligible expenses.
- Charges in excess of the Allowable Charge.

## **FAMILY OUT-OF-POCKET LIMIT**

- **BlueChoice PPO and BlueCard PPO Provider Services** – When you and your Dependents have paid \$8,400 (in excess of any Copayment amounts) for Covered Services provided by BlueChoice PPO and BlueCard PPO Providers during a Benefit Period, the amount of Allowable Charges covered by the Plan on behalf of you and your Dependents will increase to 100% during the remainder of the Benefit Period for Covered Services received from network Providers.
- **Out-of-Network Provider Services** – When you and your Dependents have paid \$9,900 (in excess of any Copayment amounts) for Covered Services provided by Out-of-Network Providers during a Benefit Period, the amount of Allowable Charges covered by the Plan on behalf of you and your Dependents will increase to 100% during the remainder of the Benefit Period for Out-of-Network Provider services.

**MAXIMUM**

\$2,000,000 per lifetime per Subscriber, including:

- \$25,000 annual maximum per Subscriber for treatment of autism and autism spectrum disorders;
- \$75,000 per lifetime per Subscriber for treatment of autism and autism spectrum disorders; and
- any other limitations specifically stated in this Certificate.

**BENEFIT PERCENTAGE**

The following chart shows the percentage of Allowable Charges covered by your BlueChoice PPO program through payments and/or contractual arrangements with Providers. These percentages apply only after your Copayment, Deductible and/or Coinsurance has been satisfied.

COVERED SERVICES (Subject to the <i>Comprehensive Health Care Services</i> section which follows)	BENEFIT PERCENTAGE AMOUNT:	
	<u>BlueChoice PPO &amp; BlueCard PPO Provider Services</u>	<u>Out-of-Network Provider Services</u>
<b>HOSPITAL SERVICES</b>	80%	50%
<b>SURGICAL/MEDICAL SERVICES</b>		
Physicians' Office Visits		
Preventive Care Services	100%	50%
Annual Routine Gynecological/ Obstetrical Examination and Pap Smear	100%	100%
Covered Childhood Immunizations (Limited to Subscribers under age 19)	100%	100%
Covered Adult Immunizations (Limited to Subscribers age 19 and over)	100%	50%
Annual prostate cancer screening (Limited to Subscribers age 40 and older)	100%	100%
Other Physicians' Office Visits	100%*	50%
All Other Covered Surgical/Medical Services	80%	50%
<b>OUTPATIENT DIAGNOSTIC SERVICES</b>		
Routine Low-Dose Mammography (Limited to \$115 per screening for out-of-network Providers)	100%	100%
All Other Covered Diagnostic Services	80%	50%
<b>OUTPATIENT THERAPY SERVICES</b>	80%	50%
<b>MATERNITY SERVICES</b>	80%	50%
<b>MASTECTOMY AND RECONSTRUCTIVE SURGICAL SERVICES</b>	80%	50%
<b>HUMAN ORGAN, TISSUE AND BONE MARROW TRANSPLANT SERVICES</b>	80%	50%
<b>AMBULATORY SURGICAL FACILITY SERVICES</b>	80%	50%
<b>PSYCHIATRIC CARE SERVICES</b>	80%	50%

\* Applicable only to Covered Services which are subject to the office visit Copayment. For services which are not subject to the office visit Copayment, this percentage amount is reduced to 80% of Allowable Charges after satisfaction of the Deductible.

<b>COVERED SERVICES</b> <b>(Subject to the <i>Comprehensive Health Care Services</i> section which follows)</b>	<b>BENEFIT PERCENTAGE AMOUNT:</b>	
	<b>BlueChoice PPO &amp; BlueCard PPO Provider Services</b>	<b>Out-of-Network Provider Services</b>
SERVICES FOR TREATMENT OF AUTISM AND AUTISM SPECTRUM DISORDERS	80%	50%
AMBULANCE SERVICES	80%	50%
PRIVATE DUTY NURSING SERVICES	80%	50%
REHABILITATION CARE	80%	50%
SKILLED NURSING FACILITY SERVICES	80%	50%
HOME HEALTH CARE SERVICES	80%	50%
TEMPOROMANDIBULAR JOINT SYNDROME (TMJ)	80%	50%
HOSPICE SERVICES	80%	50%
ORAL SURGERY/DENTAL SURGERY FOR ACCIDENTAL INJURY	80%	50%
ALL OTHER COVERED SERVICES	80%	50%

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## *Comprehensive Health Care Services*

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**T**his section lists the Covered Services under your health care program. **Please note that services must be Medically Necessary in order to be covered under this program.**

### **HOSPITAL SERVICES**

We pay the scheduled amounts for the following Covered Services you receive from a Hospital or other Provider.

- **Bed and Board**

Bed, board and general nursing service in:

- A room with two or more beds;
- A private room (private room allowance is equal to the most prevalent semiprivate room charges of your Hospital). Private room charges in excess of the semiprivate room allowance will not be eligible for Benefits unless the patient is required under the infection control policy of the Hospital to be in isolation to prevent contagion;
- A bed in a Special Care Unit which gives intensive care to the critically ill.

**Inpatient services are subject to the Precertification guidelines of this Certificate (see “Important Information”). If you fail to comply with these guidelines, Benefits for Covered Services rendered during your Inpatient confinement will be reduced by \$500, provided the Plan determines that Benefits are payable upon receipt of a claim.**

- **Ancillary Services**

- Operating, delivery and treatment rooms;
- Prescribed drugs;
- Whole blood, blood processing and administration;
- Anesthesia supplies and services rendered by an employee of the Hospital or other Provider;
- Medical and surgical dressings, supplies, casts and splints;
- Oxygen;
- Subdermally implanted devices or appliances necessary for the improvement of physiological function;
- Diagnostic Services;
- Therapy Services.

- **Emergency Accident Care**

Outpatient emergency Hospital services and supplies to treat injuries caused by an accident.

- **Emergency Medical Care**

Outpatient emergency Hospital services and supplies to treat a sudden and acute medical condition that requires prompt Medical Care.

- **Surgery**

Hospital services and supplies for Outpatient Surgery furnished by an employee of the Hospital or other Provider other than the surgeon or assistant surgeon.

- **Routine Nursery Care**

- Inpatient Hospital Services for Routine Nursery Care of a newborn Subscriber.
- Routine Nursery Care does not include treatment or evaluation for medical or surgical reasons during or after the mother's maternity confinement. In the event the newborn requires such treatment or evaluation while covered under this Certificate:
  - the infant will be considered as a Subscriber in its own right and will be entitled to the same Benefits as any other Subscriber under this Certificate; and
  - a separate Deductible will apply to the newborn's Hospital confinement.

**Benefits are not provided for Routine Nursery Care for an infant born to a Dependent child.**

## **SURGICAL/MEDICAL SERVICES**

We pay the scheduled amounts for the following Covered Services you receive from a Physician or other Provider.

- **Surgery**

Payment includes visits before and after Surgery.

- If an incidental procedure\* is carried out at the same time as a more complex primary procedure, then Benefits will be payable for only the primary procedure. **Separate Benefits will not be payable for any incidental procedures performed at the same time.**
- When more than one surgical procedure is performed through more than one route of access during one operation, you are covered for:
  - the primary procedure; plus
  - 50% of the amount payable for each of the additional procedures had those procedures been performed alone.
- Sterilization, regardless of Medical Necessity.

- **Assistant Surgeon**

Services of a Physician who actively assists the operating surgeon in the performance of covered Surgery. Benefits will be provided for an assistant surgeon only if determined Medically Necessary by the Plan.

- **Anesthesia**

Administration of anesthesia by a Physician or other Provider who is not the surgeon or the assistant surgeon.

- **Inpatient Medical Services**

Medical Care when you are an Inpatient for a condition not related to Surgery, pregnancy, or Mental Illness, except as specified.

*\*A procedure carried out at the same time as a primary surgical procedure, but which is clinically integral to the performance of the primary procedure, and, therefore, should not be reimbursed separately.*

— Inpatient Medical Care Visits

**Inpatient Medical Care visits are limited to one visit or other service per day by the attending Physician.**

— Intensive Medical Care

Constant Physician attendance and treatment when your condition requires it for a prolonged time.

— Concurrent Care

- Care for a medical condition by a Physician who is not your surgeon while you are in the Hospital for Surgery.
- If the nature of the illness or injury requires, care by two or more Physicians during one Hospital stay.

— Consultation

Consultation by another Physician when requested by your attending Physician, **limited to one visit or other service per day for each consulting Physician.** Staff consultations required by Hospital rules are excluded.

— Newborn Well Baby Care

Routine Nursery Care visits to examine a newborn Subscriber, limited to the first 48 hours following a vaginal delivery or 96 hours following delivery by cesarean section. No additional Inpatient visits are covered for well baby care.

• **Outpatient Medical Services**

Outpatient Medical Care that is not related to Surgery, pregnancy, or Mental Illness, except as specified.

— Emergency Accident Care

Treatment of accidental bodily injuries.

— Emergency Medical Care

Treatment of a sudden and acute medical condition that requires prompt Medical Care.

— Home, Office, and Other Outpatient Visits

Visits and consultation for the examination, diagnosis, and treatment of an injury or illness.

— Preventive Care Services

Services performed by a Provider as “routine” or “screening” services. Routine or screening examinations which meet the guidelines for mandated Benefits, established by Oklahoma state law, shall not be included as Preventive Care Services, but shall be subject to the limitations specified elsewhere in this Certificate.

Unless specifically provided by Oklahoma state law, the following services are not included:

- Hearing or vision screening examinations;
- Medical supplies or equipment;
- Routine foot care.



- Routine Gynecological/Obstetrical Examination and Pap Smear  
Routine gynecological/obstetrical examination and Pap smear performed in the Physician's office, **limited to once each Benefit Period.**
- Contraceptive Devices  
Contraceptive devices which are:
  - placed or prescribed by a Physician;
  - intended primarily for the purpose of preventing human conception; and
  - approved by the U. S. Food and Drug Administration as acceptable methods of contraception.
- Prostate Cancer Screening  
Annual screening for the early detection of prostate cancer in male Subscribers, including a prostate-specific antigen blood test and a digital rectal examination. **Benefits are limited to one screening exam per Benefit Period for Subscribers age 40 and older.**
- Colorectal Cancer Screening  
Colorectal cancer examinations, including colonoscopy and laboratory tests for cancer screening for any nonsymptomatic Subscriber, in accordance with standard, accepted published medical practice guidelines. **Benefits are limited to one screening exam per Benefit Period per Subscriber.**
- Immunizations, limited to:
  - Diphtheria, tetanus, and pertussis (whooping cough) vaccine (DTaP);
  - Tetanus vaccine;
  - Poliomyelitis vaccine;
  - Measles virus vaccine;
  - Mumps virus vaccine;
  - German measles (rubella) vaccine;
  - Measles, mumps, and rubella vaccine (MMR);
  - Varicella (chicken pox) vaccine;
  - Pneumonia vaccine;
  - Pneumococcal vaccine;
  - Haemophilus influenzae type b (Hib);
  - Rotavirus vaccine, **limited to Subscribers under age 19;**
  - Human papillomavirus vaccine (HPV), **limited to Subscribers under age 19;**
  - Hepatitis A and hepatitis B vaccine, **limited to Subscribers under age 19;**
  - Meningococcal vaccine, **limited to Subscribers under age 19;**
  - Any other immunization required for children by the Oklahoma State Board of Health.

— Child Health Supervision Services

The periodic review of a child's physical and emotional status by a Physician or other Provider pursuant to a Physician's supervision, including a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations and laboratory tests in keeping with prevailing medical standards.

Child Health Supervision Services must be rendered during a periodic review, provided by or under the supervision of a single Physician during the course of one visit.

**Child Health Supervision Services are limited to Subscribers under age 19.**

— Audiological Services

Audiological services and hearing aids, limited to:

- **One hearing aid per ear every 48 months for Subscribers up to age 18; and**
- **Up to four additional ear molds per Benefit Period for Subscribers up to two years of age.**

Hearing aids must be prescribed, filled and dispensed by a licensed audiologist.

— Bone Density Testing

Bone density testing when ordered or performed by a Physician or other Provider. **Benefits are limited to one bone density test per Benefit Period per Subscriber.**

— Infertility Treatment

Physician services and diagnostic testing directly related to the initial diagnosis of infertility, including injections. Treatment and Surgery are not covered.

— Allergy Treatment and Testing

Evaluation, diagnosis and treatment of allergies (immunotherapy). **Benefits are limited to 60 tests every 24 months.**

— Hearing Care Services

Hearing care services are limited to **one screening exam per Benefit Period for Subscribers age 19 and over.**

## **OUTPATIENT DIAGNOSTIC SERVICES**

- Radiology, Ultrasound and Nuclear Medicine

Radiological services include bilateral mammography screening (two view film study of each breast) for the presence of occult breast cancer, limited to:

- one screening examination for female Subscribers age 35 through 39; and
- one *annual* screening examination for female Subscribers age 40 or older.

**Benefits for *routine* Low-Dose Mammography shall be limited to \$115 per screening for out-of-network Providers.**

- Laboratory and Pathology

- ECG, EEG, and Other Electronic Diagnostic Medical Procedures and Physiological Medical Testing, as determined by the Plan

## **OUTPATIENT THERAPY SERVICES**

- Radiation Therapy
- Chemotherapy
- Respiratory Therapy
- Dialysis Treatment
- Physical Therapy

**Physical Therapy is limited to 60 visits per Benefit Period per Subscriber.**

- Occupational Therapy

**Occupational Therapy is limited to 60 visits per Benefit Period per Subscriber.**

- Speech Therapy

**Speech Therapy is limited to 60 visits per Benefit Period per Subscriber.**

## **MATERNITY SERVICES**

- Hospital Services and Surgical/Medical Services from a Provider to a Member or the Member's covered spouse for:

- Normal Pregnancy

Normal pregnancy includes any condition usually associated with the management of a difficult pregnancy but not considered a complication of pregnancy.

- Complications of Pregnancy

Physical effects directly caused by pregnancy but which are not considered from a medical viewpoint to be the effect of normal pregnancy, including conditions related to ectopic pregnancy or those that require cesarean section.

- Interruptions of Pregnancy

- Miscarriage
- Abortion, if Medically Necessary.

- Covered Maternity Services include the following:

- A minimum of 48 hours of Inpatient care at a Hospital, or a birthing center licensed as a Hospital, following a vaginal delivery for the mother and newborn infant who are covered under this Certificate after childbirth, except as otherwise provided in this section; or
- A minimum of 96 hours of Inpatient care at a Hospital following a delivery by cesarean section for the mother and newborn infant who are covered under this Certificate after childbirth, except as otherwise provided in this section; and

- Postpartum home care following a vaginal delivery if childbirth occurs at home or in a birthing center licensed as a birthing center. The coverage shall provide for one home visit within 48 hours of childbirth by a licensed health care Provider whose scope of practice includes providing postpartum care. The visits shall include, at a minimum:
  - physical assessment of the mother and newborn infant;
  - parent education regarding childhood immunizations;
  - training or assistance with breast or bottle feeding; and
  - performance of any Medically Necessary and appropriate clinical tests.

At the mother's discretion, visits may occur at the facility of the Provider instead of the home.

- Inpatient care shall include, at a minimum:
  - physical assessment of the mother and newborn infant;
  - parent education regarding childhood immunizations;
  - training or assistance with breast or bottle feeding; and
  - performance of any Medically Necessary and appropriate clinical tests.
- The Plan may provide coverage for a shorter length of Hospital Inpatient stay for services related to maternity/obstetrical and newborn infant care provided:
  - The licensed health care Providers determine that the mother and newborn infant meet medical criteria contained within guidelines, developed by or in cooperation with licensed health care Providers, which recognize treatment standards, including, but not limited to, the most current treatment standards of the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists, that determine the appropriate length of stay based upon:
    - evaluation of the antepartum, intrapartum, and postpartum course of the mother and newborn infant;
    - the gestational age, birth weight and clinical condition of the newborn infant;
    - the demonstrated ability of the mother to care for the newborn infant postdischarge; and
    - the availability of postdischarge follow-up to verify the condition of the newborn infant in the first 48 hours after delivery; and
  - The Plan covers one home visit, within 48 hours of discharge, by a licensed health care Provider whose scope of practice includes providing postpartum care. Such visits shall include, at a minimum:
    - physical assessment of the mother and newborn infant;
    - parent education regarding childhood immunizations;
    - training or assistance with breast or bottle feeding; and
    - performance of any Medically Necessary and appropriate clinical tests.

At the mother's discretion, visits may occur at the facility of the Provider instead of the home.

**Maternity Services for Dependent children are not covered, except for complications of pregnancy.**

## **MASTECTOMY AND RECONSTRUCTIVE SURGICAL SERVICES**

Hospital Services and Surgical/Medical services for the treatment of breast cancer and other breast conditions, including:

- Inpatient Hospital Services for:
    - not less than 48 hours of Inpatient care following a mastectomy; and
    - not less than 24 hours of Inpatient care following a lymph node dissection for the treatment of breast cancer.
- However, coverage may be provided for a shorter length of Hospital Inpatient stay where the attending Physician, in consultation with the patient, determines that a shorter period of Hospital stay is appropriate.
- Coverage for reconstructive breast Surgery performed as a result of a partial or total mastectomy. Covered Services shall consist of the following, when provided in a manner determined in consultation with the attending Physician and the patient:
    - reconstruction of the breast on which the mastectomy has been performed;
    - Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
    - prostheses and physical complications at all stages of mastectomy, including lymphedema.

**Breast reconstruction or implantation or removal of breast prostheses is a Covered Service only when performed solely and directly as a result of mastectomy which is Medically Necessary.**

## **HUMAN ORGAN, TISSUE AND BONE MARROW TRANSPLANT SERVICES**

**All transplants are subject to Precertification and must be performed in and by a Provider that meets the criteria established by the Plan for assessing and selecting Providers for transplants.**

**Precertification must be obtained at the time the Subscriber is referred for a transplant consultation and/or evaluation. It is the Subscriber's responsibility to make sure Precertification is obtained. Failure to obtain Precertification will result in denial of Benefits. The Plan has the sole and final authority for approving or declining requests for Precertification.**

### **• DEFINITIONS**

In addition to the definitions listed under the *Definitions* section of this Certificate, the following definitions shall apply and/or have special meaning for the purpose of this section:

#### **— Bone Marrow Transplant**

A medical and/or surgical procedure comprised of several steps or stages including:

- the harvest of stem cells or progenitor cells, whether from the bone marrow or from the blood, from a third-party donor (allogeneic transplant) or from the patient (autologous transplant);
- processing and/or storage of the stem cells or progenitor cells after harvesting;
- the administration of High-Dose Chemotherapy and/or High-Dose Radiation Therapy, when this step is prescribed by the treating Physician;
- the infusion of the harvested stem cells or progenitor cells; and
- hospitalization, observation and management of reasonably anticipated complications such as graft versus host disease, infections, bleeding, organ or system toxicities and low blood counts.

The above definition of autologous Bone Marrow Transplant specifically includes transplants wherein the transplant component is derived from circulating blood in lieu of, or in addition to, harvested directly from the bone marrow, a procedure commonly known as peripheral stem cell or progenitor cell transplant or rescue procedure. This definition further specifically includes all component parts of the procedure including, without limitation, the High-Dose Chemotherapy and/or High-Dose Radiation Therapy.

— **High-Dose Chemotherapy**

A form of Chemotherapy wherein the dose exceeds standard doses of Chemotherapy to the extent that virtually all patients who receive High-Dose Chemotherapy sustain destruction of the bone marrow to the point that bone marrow or peripheral stem cells or progenitor cells must be implanted or infused to keep the patient alive.

— **High-Dose Radiation Therapy**

A form of Radiation Therapy wherein the dose exceeds standard doses of Radiation Therapy resulting in destruction of the bone marrow to the point that bone marrow or peripheral stem cells or progenitor cells must be implanted or infused to keep the patient alive.

— **Precertification**

Certification from the Plan that, based upon the information submitted by the Subscriber's attending Physician, Benefits will be provided under the Contract. Precertification is subject to all conditions, exclusions and limitations of the Contract. Precertification does not guarantee that all care and services a Subscriber receives are eligible for Benefits under the Contract.

— **Procurement Services**

The services provided to search for and match the human organ, tissue, bone marrow, peripheral stem cells, or progenitor cells donated to the transplant recipient, surgically remove the organ, tissue, bone marrow, peripheral stem cells, or progenitor cells from the donor and transport the organ, tissue, bone marrow, peripheral stem cells, or progenitor cells to the location of the recipient within 24 hours after the match is made.

• **TRANSPLANT SERVICES**

Subject to the Exclusions, conditions, and limitations of the Contract, Benefits will be provided for Covered Services rendered by a Hospital, Physician, or other Provider for the human organ and tissue transplant procedures set forth below.

- Musculoskeletal transplants;
- Parathyroid transplants;
- Cornea transplants;
- Heart-valve transplants;
- Kidney transplants;
- Heart transplants;
- Single lung, double lung and heart/lung transplants;
- Liver transplants;
- Intestinal transplants;

- Small bowel/liver or multivisceral (abdominal) transplants;
- Pancreas transplants;
- Islet cell transplants; and
- Bone Marrow Transplants.

• **EXCLUSIONS AND LIMITATIONS APPLICABLE TO ORGAN/TISSUE/BONE MARROW TRANSPLANTS**

- The transplant must meet the criteria established by the Plan for assessing and performing organ or tissue transplants, or Bone Marrow Transplant procedures, as set forth in the Plan's written medical policies.
- In addition to the Exclusions set forth elsewhere in this Certificate, no Benefits will be provided for the following organ or tissue transplants or Bone Marrow Transplants or related services:
  - Adrenal to brain transplants.
  - Allogeneic islet cell transplants.
  - High-Dose Chemotherapy or High-Dose Radiation Therapy if the associated autologous or allogeneic Bone Marrow Transplant, stem cell or progenitor cell treatment or rescue is not a Covered Service.
  - Small bowel transplants using a living donor.
  - Any organ or tissue transplant or Bone Marrow Transplant from a non-human donor or for the use of non-human organs for extracorporeal support and/or maintenance.
  - Any artificial device for transplantation/implantation, except in limited instances as reflected in the Plan's written medical policies.
  - Any organ or tissue transplant or Bone Marrow Transplant procedure which the Plan considers to be Experimental or Investigational in nature.
  - Expenses related to the purchase, evaluation, Procurement Services, or transplant procedure if the organ or tissue or bone marrow or stem cells or progenitor cells are sold rather than donated to the Subscriber recipient.
  - All services, provided directly for or relative to any organ or tissue transplant, or Bone Marrow Transplant procedure which is not specifically listed as a Covered Service in this Certificate.
- The transplant must be performed in and by a Provider that meets the criteria established by the Plan for assessing and selecting Providers in the performance of organ or tissue transplants, or Bone Marrow Transplant procedures.

• **DONOR BENEFITS**

If a human organ, tissue or Bone Marrow Transplant is provided from a *living* donor to a human transplant recipient:

- When both the recipient and the living donor are Subscribers, each is entitled to the Benefits of the Contract.
- When only the recipient is a Subscriber, both the donor and the recipient are entitled to the Benefits of the Contract. The donor Benefits are limited to only those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage or other Blue Cross or Blue Shield coverage or any government program. Benefits provided to the donor will be charged against the recipient's coverage under the Contract.

- When only the living donor is a Subscriber, the donor is entitled to the Benefits of the Contract. The Benefits are limited to only those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage or other Blue Cross or Blue Shield coverage or any government program available to the recipient. There are no Covered Services for the non-Subscriber transplant recipient.
- If any organ or tissue or bone marrow or stem cells or progenitor cells are sold rather than donated to the Subscriber recipient, no Covered Services will be provided for the purchase price, evaluation, Procurement Services or procedure.
- The Plan is not liable for transplant expenses incurred by donors, except as specifically provided.

- **RESEARCH-URGENT BONE MARROW TRANSPLANT BENEFITS WITHIN NATIONAL INSTITUTES OF HEALTH CLINICAL TRIALS ONLY**

Bone Marrow Transplants that are otherwise excluded by the Contract as Experimental or Investigational (see *Definitions* and *Exclusions*) are eligible for Benefits if the Bone Marrow Transplant meets all of the following criteria:

- It is therapeutic (not diagnostic or supportive) treatment used to directly improve health outcomes for a condition that is life threatening and that has a poor prognosis with the most effective conventional treatment. For purposes of this provision, a condition is considered life threatening if it has a substantial probability of causing premature death and all other conventional treatments have failed, or are not medically appropriate;
- The Bone Marrow Transplant is available to the Subscriber seeking it and will be provided within a clinical trial conducted or approved by the **National Institutes of Health**;
- The Bone Marrow Transplant is not available free or at a reduced rate; and
- The Bone Marrow Transplant is not excluded by another provision of the Contract.

#### **AMBULATORY SURGICAL FACILITY SERVICES**

Ambulatory Hospital-type services, not including Physicians' services, given to you in and by an Ambulatory Surgical Facility only when:

- Such services are Medically Necessary;
- An operative or cutting procedure which cannot be done in a Physician's office is actually performed; and
- The operative or cutting procedure is a Covered Service under this Certificate.

#### **SERVICES RELATED TO TREATMENT OF AUTISM AND AUTISM SPECTRUM DISORDERS**

Evaluation and management procedures, including Speech Therapy, Physical Therapy and Occupational Therapy, for treatment of autism and autism spectrum disorders, limited to the following diagnoses:

- Autistic disorder – childhood autism, infantile psychosis and Kanner's syndrome;
- Childhood disintegrative disorder – Heller's syndrome;
- Rett's syndrome; and
- Specified pervasive developmental disorders – Asperger's disorder, atypical childhood psychosis and borderline psychosis of childhood.



Speech Therapy, Physical Therapy and Occupational Therapy visits related to treatment of autism or autism spectrum disorders are not subject to the limitations specified under “Outpatient Therapy Services” as set forth in the ***Comprehensive Health Care Services*** section of this Certificate.

Benefits related to treatment of autism and autism spectrum disorders are not subject to the Preexisting Condition Exclusion provisions of this Certificate.

**Benefits for treatment of autism and autism spectrum disorders are limited to Subscribers under six years of age and shall be further limited to a maximum of:**

- **\$25,000 per Benefit Period per Subscriber; and**
- **\$75,000 per lifetime per Subscriber (subject to the overall lifetime maximum for *Comprehensive Health Care Services*, as set forth in this Certificate).**

### **PSYCHIATRIC CARE SERVICES**

We pay the scheduled amounts for the following Covered Services you receive from a Provider to treat Mental Illness.

- Inpatient Facility Services

Covered Inpatient Hospital Services provided by a Hospital or other Provider.

- Inpatient Medical Services

Covered Inpatient Medical Services provided by a Physician or other Provider:

- Medical Care visits **limited to one visit or other service per day;**
- Individual Psychotherapy;
- Group Psychotherapy;
- Psychological Testing; and
- Convulsive Therapy Treatment.

Electroshock treatment or convulsive drug therapy including anesthesia when given together with treatment by the same Physician or other Provider.

**Benefits will not be provided for both an Inpatient Medical Care visit and Individual Psychotherapy when performed on the same day by the same Physician.**

- Outpatient Psychiatric Care Services

- Facility and Medical Services

Covered Inpatient Facility and Medical Services when provided for the Outpatient treatment of Mental Illness by a Hospital, Physician, or other Provider.

- Day/Night Psychiatric Care Services

Services of a Plan-approved facility on a day-only or night-only basis in a planned treatment program.

- Drug Abuse and Alcoholism

Your Benefits for the treatment of Mental Illness include treatments for drug abuse and alcoholism.

### **AMBULANCE SERVICES**

- Medically Necessary transportation by means of a specially designed and equipped vehicle used only for transporting the sick and injured:
  - From your home to a Hospital;
  - From the scene of an accident or medical emergency to a Hospital;
  - Between Hospitals;
  - Between a Hospital and a Skilled Nursing Facility; or
  - From the Hospital to your home.
- Ambulance Services means local transportation to the closest facility that can provide Covered Services appropriate for your condition. If none, you are covered for trips to the closest such facility outside your local area.

### **PRIVATE DUTY NURSING SERVICES**

Services of a practicing RN, LPN or LVN when ordered by a Physician and when Medically Necessary. The nurse cannot be a member of your immediate family or usually live in your home.

**Benefits for Private Duty Nursing Services are limited to \$6,000 per Benefit Period per Subscriber.**

### **REHABILITATION CARE**

Inpatient Hospital Services, including Physical Therapy, Speech Therapy and Occupational Therapy, provided by the rehabilitation department of a Hospital, or other Plan-approved rehabilitation facility, after the acute care stage of an illness or injury.

**Rehabilitation Care is subject to the Precertification guidelines of this Certificate (see “Important Information”). Failure to comply with these guidelines will result in a \$500 reduction in Benefits for Rehabilitation Care if, upon receipt of a claim, Benefits are payable under this Certificate.**

### **SKILLED NURSING FACILITY SERVICES**

Covered Inpatient Hospital Services and supplies given to an Inpatient of a Plan-approved Skilled Nursing Facility.

**Skilled Nursing Facility Services are limited to 100 days of Inpatient care per Benefit Period per Subscriber.**

**Skilled Nursing Facility Services are subject to the Precertification guidelines of this Certificate (see “Important Information”). Failure to comply with these guidelines will result in a \$500 reduction in Benefits for Skilled Nursing Facility Services if, upon receipt of a claim, Benefits are payable under this Certificate.**

No Benefits are payable:

- Once you can no longer improve from treatment; or
- For Custodial Care, or care for someone’s convenience.

## HOME HEALTH CARE SERVICES

We pay the scheduled amounts for the following Covered Services you receive from a Hospital program for Home Health Care or Community Home Health Care Agency, provided such program or agency is a Plan-approved Provider and the care is prescribed by a Physician:

- Medical and surgical supplies;
- Prescribed drugs;
- Oxygen and its administration;
- **Up to 100 visits per Benefit Period per Subscriber, limited to the following:**
  - Professional services of an RN, LPN, or LVN;
  - Medical social service consultations;
  - Health aide services while you are receiving covered nursing or Therapy Services;
  - Services of a licensed registered dietician or licensed certified nutritionist, when authorized by the patient's supervising Physician and when Medically Necessary as part of diabetes self-management training.

**Home Health Care is subject to the Precertification guidelines of this Certificate (see “Important Information”). Failure to comply with these guidelines will result in a \$500 reduction in Benefits for Home Health Care if, upon receipt of a claim, Benefits are payable under this Certificate.**

We do not pay Home Health Care Benefits for:

- Dietician services, except as specified for diabetes self-management training;
- Homemaker services;
- Maintenance therapy;
- Physical Therapy, Speech Therapy, or Occupational Therapy;
- Durable Medical Equipment;
- Food or home-delivered meals;
- Intravenous drug, fluid, or nutritional therapy, **except when you have received Precertification from the Plan for these services.**

## HOSPICE SERVICES

Care and services performed under the direction of your attending Physician in a Plan-approved Hospital Hospice Facility or in-home Hospice program.

**Hospice Services are subject to the Precertification guidelines of this Certificate (see “Important Information”). Failure to comply with these guidelines will result in a \$500 reduction in Benefits for Hospice Services, if, upon receipt of a claim, Benefits are payable under this Certificate.**

## TEMPOROMANDIBULAR JOINT SYNDROME/DYSFUNCTION

Surgical and diagnostic treatment of conditions affecting the temporomandibular joint (including the jaw and the craniomandibular joint) as a result of an accident, a trauma, a congenital defect, a developmental defect, or a pathology. **Benefits for Temporomandibular Joint Dysfunction and related disorders are limited to \$3,000 per Benefit Period per Subscriber.**

## **ORAL SURGERY/DENTAL SERVICES FOR ACCIDENTAL INJURY**

- Dental Services for accidental injury to the jaws, sound natural teeth, mouth or face. Injury caused by chewing or biting an object or substance placed in your mouth is not considered an accidental injury, regardless of whether you knew the object or substance was capable of causing such injury if chewed or bitten.
- Surgery needed to cut out teeth completely impacted in the bone of the jaw, other teeth that cannot be removed without cutting into bone; the roots of a tooth without removing the entire tooth; cysts, tumors, or other diseased tissues; or to cut into gums and tissues of the mouth when not done in connection with the removal, replacement, or repair of teeth.

## **DIABETES EQUIPMENT, SUPPLIES AND SELF-MANAGEMENT SERVICES**

- The following equipment, supplies and related services for the treatment of Type I, Type II, and gestational diabetes when Medically Necessary and when recommended or prescribed by a Physician or other Provider:
  - Blood glucose monitors;
  - Blood glucose monitors to the legally blind;
  - Test strips for glucose monitors;
  - Visual reading and urine testing strips;
  - Insulin;
  - Injection aids;
  - Cartridges for the legally blind;
  - Syringes;
  - Insulin pumps and appurtenances thereto;
  - Insulin infusion devices;
  - Oral agents for controlling blood sugar;
  - Podiatric appliances for prevention of complications associated with diabetes; and
  - Other diabetes equipment and related services that are determined Medically Necessary by the Oklahoma State Board of Health, provided such equipment and supplies have been approved by the federal Food and Drug Administration (FDA).
- Diabetes self-management training in an Inpatient or Outpatient setting which enables diabetic patients to understand the diabetic management process and daily management of diabetic therapy as a method of avoiding frequent hospitalizations and complications. Diabetes self-management training must be conducted in accordance with the standards developed by the Oklahoma State Board of Health in consultation with a national diabetes association affiliated with this state and at least three medical directors of health benefit plans selected by the Oklahoma State Department of Health. Coverage for diabetes self-management training, including medical nutrition therapy relating to diet, caloric intake, and diabetes management (excluding programs the only purpose of which are weight reduction) shall be limited to the following:
  - Visits Medically Necessary upon the diagnosis of diabetes;
  - A Physician diagnosis which represents a significant change in the patient's symptoms or condition making Medically Necessary changes in the patient's self-management; and

— Visits when reeducation or refresher training is Medically Necessary.

Payment for the coverage required for diabetes self-management training in accordance with this provision shall be required only upon certification by the health care Provider providing the training that the patient has successfully completed diabetes self-management training.

Diabetes self-management training and training related to medical nutrition therapy, when provided by a registered, certified, or licensed health care professional, shall also include home visits when Medically Necessary and shall include instruction in medical nutrition therapy only by a licensed registered dietician or licensed certified nutritionist when authorized by the patient's supervising Physician and when Medically Necessary.

*Coverage for the equipment, supplies and self-management services specified above shall be provided in accordance with the terms and conditions of the appropriate Benefit section of this Certificate (for example: "Durable Medical Equipment" and "Home Health Care Services").*

## **DURABLE MEDICAL EQUIPMENT**

The rental (or, at the Plan's option, the purchase if it will be less expensive) of Durable Medical Equipment, provided such equipment meets the following criteria:

- It provides therapeutic benefits or enables the Subscriber to perform certain tasks that he or she would be unable to perform otherwise due to certain medical conditions and/or illness;
- It can withstand repeated use and is primarily and customarily used to serve a medical purpose;
- It is generally not useful to a person in the absence of an illness or injury and is appropriate for use in the home; and
- It is prescribed by a Physician and meets the Plan's criteria of Medical Necessity for the given diagnosis.

Examples of Durable Medical Equipment are: wheelchairs, hospital beds, traction equipment, canes, crutches, walkers, kidney machines, ventilators, oxygen, and other Medically Necessary items. Also included are repairs, maintenance, and costs of delivery of equipment, as well as expendable and nonreusable items essential to the effective use of the equipment. Such repair and replacement is not included if the equipment is lost, damaged or destroyed due to improper use or abuse.

Durable Medical Equipment **does not** include equipment, or electrical or mechanical features to enhance basic equipment, that serves as a comfort or convenience (such as a computer). In addition, equipment used for environmental setting or surroundings of an individual are not included, such as air conditioners, air filters, portable Jacuzzi pumps, humidifiers, or modifications to the Subscriber's home or vehicle.

Certain items although durable in nature, may fall into other coverage categories, such as prosthetic appliances or orthotic devices.

## **PROSTHETIC APPLIANCES**

Devices, along with pertinent supplies, which replace all or part of an absent body organ and which are Medically Necessary for the alleviation or correction of conditions arising out of bodily injury or illness covered by this Certificate. Eyeglass lens, soft lens and contact lens are included if prescribed as part of postoperative treatment for cataract extraction. Implantation or removal of breast prostheses is a Covered Service only in connection with reconstructive breast Surgery performed solely and directly as a result of mastectomy which is Medically Necessary.

**Benefits for replacement appliances will be provided only when Medically Necessary due to changes in the size of the limb being augmented.**

## **ORTHOTIC DEVICES**

A rigid or semi-rigid supportive device which limits or stops motion of a weak or diseased body part and which is Medically Necessary to restore you to your previous level of daily living activity. **Benefits for replacement of such devices will be provided only when Medically Necessary due to changes in the size of the body part being supported.**

Benefits will be provided for the following orthotic devices:

- Braces for the leg, arm, neck, back, or shoulder;
- Back and special surgical corsets;
- Splints for the extremities;
- Foot orthotics only for treatment of diabetes;
- Trusses.

Not covered are:

- Arch supports and other foot support devices;
- Elastic stockings;
- Garter belts or similar devices;
- Orthopedic shoes.

## **WIGS OR OTHER SCALP PROSTHESES**

Wigs or other scalp prostheses which are necessary for the comfort and dignity of the Subscriber, and which are required due to hair loss resulting from Radiation Therapy or Chemotherapy.

**Benefits are limited to \$150 per Benefit Period per Subscriber.**

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## *Schedule of Benefits*

### *Outpatient Prescription Drugs*

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**T**his section shows the Copayment/Coinsurance amounts that apply to the Covered Services described in the *Outpatient Prescription Drug Benefits* section that follows. **Please note that services must be Medically Necessary in order to be covered under this program.**

#### **BENEFIT PERIOD**

Calendar Year

#### **COPAYMENT/COINSURANCE**

The Copayment or Coinsurance applicable to each Prescription Order is set forth below:

GENERIC & PREFERRED BRAND DRUGS	IN-NETWORK	OUT-OF-NETWORK
Cost of Rx: \$100 or less	Member pays lesser of \$25 or actual cost	Member pays cost of Rx up to \$75 maximum plus dispensing fee
Cost of Rx: Greater than \$100	Member pays 25% up to \$50 maximum	Member pays cost of Rx up to \$75 maximum plus dispensing fee
Out-of-Pocket Maximum	\$2,500 per Individual	No maximum
Supply Limit (one month)	Greater of 34 days or 100 units	
Three month supply at retail or mail order for 1 Copayment		
Supply Limit (three month)	Greater of 102 days or 300 units	

NON-PREFERRED BRAND DRUGS	IN-NETWORK	OUT-OF-NETWORK
Cost of Rx: \$100 or less	Member pays lesser of \$50 or actual cost	Member pays cost of Rx up to \$125 maximum plus dispensing fee
Cost of Rx: Greater than \$100	Member pays 50% up to \$100 maximum	Member pays cost of Rx up to \$125 maximum plus dispensing fee
Out-of-Pocket Maximum	No maximum	No maximum
Supply Limit (one month)	Greater of 34 days or 100 units	
Three month supply at retail or mail order for 1 Copayment		
Supply Limit (three month)	Greater of 102 days or 300 units	

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## *Outpatient Prescription Drug Benefits*

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Subject to the Exclusions, conditions, and limitations of this Certificate, a Subscriber is entitled to the Benefits of this section for covered Outpatient Prescription Drugs and related services, subject to the Copayment or Coinsurance amounts specified in the *Schedule of Benefits for Outpatient Prescription Drugs*.

### **COVERED SERVICES**

Benefits are provided for Outpatient Prescription Drugs and related services, limited to the following:

- Prescription Drugs dispensed for a Subscriber's Outpatient use, when recommended by and while under the care of a Physician or other Provider;
- Injectable insulin and insulin products, but only when dispensed in accordance with a written prescription by a licensed Physician;
- Oral contraceptives, when prescribed by a licensed Physician;
- Prescription smoking cessation products for treatment of nicotine addiction;
- Fertility treatment medications;
- Prescription Drugs prescribed for treatment of attention deficit disorder (ADD) or attention deficit hyperactivity disorder (ADHD), subject to the Plan's guidelines for Precertification; and
- Self-injectable Prescription Drugs, when dispensed by a Pharmacy. Self-injectable drugs purchased from a Physician and administered in his/her office are not covered. **NOTE:** Many self-injectable drugs are classified as "Specialty Pharmacy Drugs" and must be purchased from a Participating Specialty Pharmacy in order for you to receive the maximum Benefits under this program.

Benefits will not be provided for Prescription Drugs prescribed and used for cosmetic purposes or for compounded medications. For purposes of this exclusion, "compounded medications" are substances made by mixing, reconstituting or other such acts, not in accordance with directions contained in Food and Drug Administration (FDA) approved labeling provided by the product's manufacturer and other FDA-approved manufacturer directions consistent with that labeling.

### **MAIL-ORDER PHARMACY PROGRAM**

All items that are covered under the Mail Order Service are the same items that are covered under the Retail Pharmacy Program and are subject to the same limitations and exclusions. **Items covered through a Specialty Pharmacy may not be covered through the Mail Order Service.** NOTE: Prescription Drugs and other items may not be mailed outside the United States. Extended supplies or vacation overrides required when you are outside the United States may be approved through the Retail Pharmacy Program only.

### **PAYMENT OF BENEFITS**

- Benefits are provided for Prescription Drugs dispensed for a Subscriber's Outpatient use when recommended by and while under the care of a Physician or other Provider, provided such care and treatment is Medically Necessary.



- When Prescription Drugs are dispensed by a Participating Pharmacy the Plan will pay directly to the Pharmacy the Allowable Charge for the drugs, less the applicable Copayment or Coinsurance specified in the ***Schedule of Benefits for Outpatient Prescription Drugs***.
- Benefits for Prescription Drugs are available to the Subscriber only:
  - in accordance with a Prescription Order; and
  - after the Subscriber has Incurred charges equal to the Copayment or Coinsurance applicable to each Prescription Order. **If the charge for your Prescription is less than your Copayment or Coinsurance you will pay the lesser amount.**
- Benefits will be provided for Prescription Drugs dispensed in the following quantities:
  - Greater of a 34-day supply or 100 units; or
  - Greater of a 102-day supply or 300 units.

Prescription Drug Benefits are not provided under this Certificate for charges for Prescription Drugs dispensed in excess of the above stated amounts.

- Benefits will not be provided for a prescription refill until 75% of the previous Prescription Order has been used by the Subscriber.
- Charges Incurred for Prescription Drugs do not count toward satisfaction of the Deductible or Out-of-Pocket Limit which apply to Comprehensive Health Care Services (set forth in the ***Schedule of Benefits for Comprehensive Health Care Services***).

## **PRESCRIPTION DRUG PRECERTIFICATION PROCESS**

The Plan has designated certain drugs which require prior approval (Precertification) in order for Benefits to be available under this Certificate. Precertification helps to assure that your Prescription Drug meets the Plan's guidelines for Medical Necessity for the condition being treated.

A form of Precertification is our Step Therapy program – a “step” approach to providing Benefits for certain medications your Physician prescribes for you. This means that you may first need to try one or more “prerequisite” medications before certain high-cost medications are approved for coverage under your Prescription Drug program.

If your Physician prescribes a drug requiring prior approval, you may obtain your prescription from a Participating Pharmacy by following one of the following steps:

- **You may obtain approval prior to going to the Pharmacy to have your prescription filled.**

You can obtain a listing of the drugs which require Precertification by contacting a Customer Service Representative at 1-800-94 BLUES (1-800-942-5837). Or, you may request a listing by writing to Blue Cross and Blue Shield of Oklahoma, P. O. Box 3283, Tulsa, Oklahoma 74102-3283.

Please keep in mind that the listing of drugs requiring Precertification will change periodically as new drugs are developed or as required to assure Medical Necessity.

If your Physician prescribes a drug which requires prior approval, you or the Physician may request Precertification by calling the Customer Service number listed above.

When you present your prescription to a Participating Pharmacy, along with your Blue Cross and Blue Shield of Oklahoma Identification Card, the pharmacist will submit an electronic claim to the Plan to determine the appropriate Benefits.

If the Precertification request is approved prior to your trip to the Participating Pharmacy, your pharmacist will dispense the Prescription Drug as prescribed and collect any applicable Copayment or Coinsurance amount.

If the Precertification request was denied, the pharmacist will receive an electronic message indicating that Benefits are not available for the drugs. You will be responsible for the full cost of your prescription.

- **Your Participating Pharmacy may begin the Precertification process for you.**

If you do not request approval of a drug before you go to the Pharmacy to have your prescription filled, your pharmacist will begin the Precertification process when you present your Blue Cross and Blue Shield of Oklahoma Identification Card with your Prescription Order. When the pharmacist submits your claim electronically, he/she will receive a message indicating that Precertification is required.

At this point, you may request a three-day supply of the drug while the Plan completes the approval process. Your pharmacist will collect the appropriate Copayment or Coinsurance amount from you at the time of purchase.

Once the three-day supply has been used, you may return to the Pharmacy to obtain the remainder of your Prescription Order. The Participating Pharmacy will resubmit the claim electronically to determine whether the Precertification request has been approved or denied.

- If Precertification is approved for the drug, you may return to the Pharmacy to obtain the full Prescription Order, subject to any Copayment or Coinsurance amount applicable to the balance of the drug quantity dispensed.
- If the Precertification is denied, you may obtain your Prescription Order by paying the full cost for the drugs.
- Regardless of the Plan's decision, you will be notified in writing regarding the outcome of your Precertification approval request.

If you purchase your prescriptions from an Out-of-Network (non-participating) Pharmacy, or if you do not have your Identification Card with you when you purchase your prescriptions, it will be your responsibility to pay the full cost of the Prescription Drugs and to submit a claim form (with your itemized receipt) to receive any Benefits available under your Prescription Drug program. Send the completed claim form to:

Blue Cross and Blue Shield of Oklahoma  
Prescription Drug Claims  
P. O. Box 3283  
Tulsa, Oklahoma 74102-3283

If the drug you received is one which requires prior approval, the Plan will review the claim to determine if Precertification approval would have been given. If so, Benefits will be processed in accordance with your Prescription Drug coverage. If the Precertification approval is denied, no Benefits will be available for the Prescription Order.

**To view a listing of the drugs which are included in the Precertification/Step Therapy program, please visit our Web site at <http://www.bcbsok.com>. If you have questions about Step Therapy, or any other aspects of the Precertification process, please call 1-800-942-5837 for assistance.**

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## ***Exclusions***

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**T**his section lists what is not covered. We want to be sure that you do not expect Benefits that are not included in this Certificate. It also explains the Preexisting Condition provisions in your coverage.

### **WHAT IS NOT COVERED**

Except as otherwise specifically stated in this Certificate, we do not provide Benefits for services, supplies or charges:

- Which are not prescribed by or performed by or upon the direction of a Physician or other Provider.
- Which we determine are not Medically Necessary, except as specified.
- Received from other than a Provider.
- Which are in excess of the Allowable Charge, as determined by the Plan.
- Which the Plan determines are Experimental/Investigational in nature.
- For any illness or injury occurring in the course of employment if whole or partial compensation or benefits are or might have been available under the laws of any governmental unit; any policy of workers' compensation insurance; or according to any recognized legal remedy arising from an employer–employee relationship. This applies whether or not you claim the benefits or compensation or recover the losses from a third party.

— You agree to:

- pursue your rights under the workers' compensation laws;
- take no action prejudicing the rights and interests of the Plan; and
- cooperate and furnish information and assistance the Plan requires to help enforce its rights.

— If you receive any money in settlement of your employer's liability, regardless of whether the settlement includes a provision for payment of your medical bills, you agree to:

- hold the money in trust for the benefit of the Plan to the extent that the Plan has paid any Benefits or would be obligated to pay any Benefits; and
- repay the Plan any money recovered from your employer or insurance carrier.
- To the extent payment has been made under Medicare or would have been made if you had applied for Medicare and claimed Medicare benefits, or to the extent governmental units provide benefits (some state or federal laws may affect how we apply this exclusion).
- For any illness or injury suffered after the Subscriber's Effective Date as a result of war or act of war (declared or undeclared) when serving in the military or an auxiliary unit thereto.
- For which you have no legal obligation to pay in the absence of this or like coverage.
- Received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust, or similar person or group.

- For cosmetic Surgery or complications resulting therefrom, including Surgery to improve or restore your appearance, unless:
  - needed to repair conditions resulting from an accidental injury; or
  - for the improvement of the physiological functioning of a malformed body member, except for services related to Orthognathic Surgery, osteotomy, or any other form of oral Surgery, dentistry, or dental processes to the teeth and surrounding tissue.

In no event will any care and services for breast reconstruction or implantation or removal of breast prostheses be a Covered Service unless such care and services are performed solely and directly as a result of mastectomy which is Medically Necessary.

- Received from a member of your immediate family.
- Received before your Effective Date.
- For any Inpatient care and services, including rehabilitation care and services, unless documentation can be provided that, due to the nature of the services rendered or your condition, you cannot receive safe or adequate care as an Outpatient.
- Received after your coverage stops.
- For personal hygiene and convenience items regardless of whether or not recommended by a Physician or other Provider. Examples include: computers; air conditioners, air purifiers or filters; humidifiers; physical fitness equipment, including exercise bicycles or treadmills; or modifications to your home or vehicle.
- For telephone consultations, email or other electronic consultations, missed appointments, or completion of a claim form.
- For Custodial Care such as sitters' or homemakers' services, care in a place that serves you primarily as a residence when you do not require skilled nursing, or for rest cures.
- For foot care only to improve comfort or appearance such as care for flat feet, subluxation, corns, bunions (except capsular and bone Surgery), calluses, toenails, and the like.
- For routine, screening or periodic physical examinations, except as specified in the ***Comprehensive Health Care Services*** section.
- For reverse sterilization.
- For contraceptive medications or devices which are sold without a Physician's prescription (including condoms; contraceptive foam, sponges, or cream; or other spermicides).
- For Orthognathic Surgery, osteotomy, or any other form of oral Surgery, dentistry, or dental processes to the teeth and surrounding tissue (including complications resulting therefrom), except for:
  - the treatment of accidental injury to the jaw, sound natural teeth, mouth or face; or
  - for the improvement of the physiological functioning of a malformed body member.

Benefits are not provided for dental implants, grafting of alveolar ridges, or for any complications arising from such procedures.

- For or related to Inpatient treatment of any non-covered dental procedure, except that coverage shall be provided for Hospital Services, Ambulatory Surgical Facility Services, and anesthesia services associated with any Medically Necessary dental procedure when provided to a Subscriber who is:

- severely disabled; or
- eight years of age or under;

and who has a medical or emotional condition which requires hospitalization or general anesthesia for dental care.

- For eyeglasses, contact lenses or examinations for prescribing or fitting them, except for aphakic patients (including lenses required after cataract Surgery) and soft lenses or sclera shells to treat disease or injury. Vision examinations not related to the prescription or fitting of lenses will be a Covered Service only when performed in connection with the diagnosis or treatment of disease or injury. Eye refractions are not covered in any event.
- For eye Surgery such as radial keratotomy, when the primary purpose is to correct myopia (nearsightedness), hyperopia (farsightedness) or astigmatism (blurring).
- For hearing aids, tinnitus maskers, or examinations for prescribing or fitting them, except as specified for Subscribers up to age 18. Hearing examinations not related to the prescription or fitting of hearing aids will be a Covered Service only when performed in connection with the diagnosis or treatment of disease or injury.
- For transsexual Surgery or any treatment leading to or in connection with transsexual Surgery.
- For treatment or medications for infertility and fertilization procedures. Examples include any form of: artificial insemination; ovulation induction procedures; in vitro fertilization; embryo transfer; or any other procedures, supplies or medications which in any way are intended to augment or enhance your reproductive ability, except injections.
- For treatment of sexual problems not caused by organic disease.
- For treatment of obesity, including morbid obesity, regardless of the patient's history or diagnosis, including but not limited to the following: weight reduction or dietary control programs; surgical procedures; prescription or nonprescription drugs or medications such as vitamins (whether to be taken orally or by injection), minerals, appetite suppressants, or nutritional supplements; and any complications resulting from weight loss treatments or procedures.
- For compounded medications. For purposes of this exclusion, "compounded medications" are substances made by mixing, reconstituting or other such acts, not in accordance with directions contained in Food and Drug Administration (FDA) approved labeling provided by the product's manufacturer and other FDA-approved manufacturer directions consistent with that labeling.
- For Prescription Drugs prescribed and used for cosmetic purposes.
- For or related to acupuncture, whether for medical or anesthesia purposes.
- For behavioral or experimental therapy and Applied Behavioral Analysis (ABA).
- For family or marital counseling.
- For hippotherapy, equine assisted learning, or other therapeutic riding programs.
- For which the Provider of service customarily makes no direct charge to a Subscriber.
- Received from a Skilled Nursing Facility, Home Health Care Agency, Hospice, or rehabilitation facility which is not a Plan-approved Provider.
- For or related to transplantation of donor organs, tissues or bone marrow, except as specified under "***Human Organ, Tissue and Bone Marrow Transplant Services***".

- For Physician standby services.
- For Continuous Passive Motion (CPM) devices used in treatment of the shoulder or other joints, except for up to 21 days postoperatively for the following surgical procedures: total knee arthroplasty, anterior cruciate ligament reconstruction, or open reduction and internal fixation of tibial plateau for distal femur fractures involving the knee joint.
- For ductal lavage of the mammary ducts.
- For extracorporeal shock wave treatment, also known as orthotripsy, using either a high- or low-dose protocol, for treatment of plantar fasciitis and all other musculoskeletal conditions.
- For orthoptic training.
- For thermal capsulorraphy as a treatment of joint instability, including but not limited to instability of shoulders, knees and elbows.
- For transcutaneous electrical nerve stimulator (TENS).
- Which are not specifically named as Covered Services subject to any other specific Exclusions and limitations in this Certificate.

We may, without waiving these Exclusions, elect to provide Benefits for care and services while awaiting the decision of whether or not the care and services fall within the Exclusions listed above. If it is later determined that the care and services are excluded from your coverage, we will be entitled to recover the amount we have allowed for Benefits under this Certificate. You must provide to us all documents needed to enforce our rights under this provision.

## **PREEXISTING CONDITION EXCLUSION**

Your Benefits under this Certificate are subject to a Preexisting Condition Exclusion period. However, the Preexisting Condition Exclusion will only apply to you and/or a Dependent if the following conditions are met:

- **Six-month Look-back Rule**

- The Preexisting Condition Exclusion must relate to a condition (whether physical or mental, and regardless of the cause of the condition) for which medical advice, diagnosis, care, or treatment was recommended or received within the six-month period ending on the Subscriber's Enrollment Date.
- In order to be taken into account, the medical advice, diagnosis, care, or treatment must have been recommended or received from an individual licensed or similarly authorized to provide such services under state law and operating within the scope of practice authorized by state law.
- The six-month look-back period is based on the six-month "anniversary date" of the Enrollment Date.

- **Length of Preexisting Condition Exclusion Period**

The exclusion period cannot extend for more than 12 months (18 months for Late Enrollees\*) after the Enrollment Date. The 12-month or 18-month "look forward" period is also based on the anniversary date of the Enrollment Date.

- **Reduction of Preexisting Condition Exclusion Period by Prior Coverage**

In general, the Preexisting Condition Exclusion period must be reduced by the individual's days of "Creditable Coverage" as of the Enrollment Date. Creditable Coverage includes coverage from a wide range of specified

\* See the **Definitions** section for an explanation of this term.

sources, including Group Health Plans, health insurance coverage, Medicare, and Medicaid. However, days of Creditable Coverage that occur before a Significant Break In Coverage (63 or more consecutive days) will not be counted in reducing the Preexisting Condition Exclusion period.

In addition, the Preexisting Condition Exclusion period will be *waived* for an individual with prior Creditable Coverage through a Health Maintenance Organization, and who Enrolls under this Certificate without a Significant Break In Coverage.

- **Elimination of Preexisting Condition Exclusion for Pregnancy and for Certain Children**

A Preexisting Condition Exclusion cannot apply to pregnancy. In addition, a Preexisting Condition Exclusion period will not be applied to a newborn, an adopted child under age 18, or a child Placed for Adoption under age 18, if the child becomes covered within 31 days of birth, adoption, or Placement for Adoption.

- **Notice to Subscribers**

The Plan may only impose a Preexisting Condition Exclusion with respect to a Subscriber by notifying the Subscriber, in writing, of the existence and terms of any Preexisting Condition Exclusion under the Plan and of the rights of the Subscriber to demonstrate Creditable Coverage. The Plan will assist the Subscriber in obtaining a Certificate of Coverage from any prior health plan or issuer, if necessary.

The Plan may, without waiving the above provisions, elect to provide Benefits for care and services while awaiting the decision of whether or not the care and services fall within the above Preexisting Condition limitations. If it is later determined that the care and services are excluded from the Subscriber's coverage, the Plan will be entitled to recover the amount it has allowed for Benefits under this Certificate. The Subscriber must provide the Plan with all documents it needs to enforce its rights under this provision.

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## ***General Provisions***

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**T**his section tells:

- The Benefits to which you are entitled;
- How to get Benefits;
- Your relationship with Hospitals, Physicians, and other Providers;
- Your relationship with us;
- Coordination of Benefits when you have other coverage.

### **BENEFITS TO WHICH YOU ARE ENTITLED**

We provide only the Benefits specified in this Certificate.

Only Subscribers are entitled to Benefits from us and they may not transfer their rights to Benefits to anyone else.

Benefits for Covered Services specified in this Certificate will be covered only for those Providers specified in this Certificate.

### **PRIOR APPROVAL**

The Plan does not give prior approval or guarantee Benefits for any services through its Precertification process, or in any oral or written communication to Subscribers or other persons or entities requesting such information or approval.

### **NOTICE AND PROPERLY FILED CLAIM**

The Plan will not be liable under this Certificate unless proper notice is furnished to the Plan that Covered Services have been rendered to you. Upon receipt of written notice, the Plan will furnish claim forms to you for submitting a Properly Filed Claim. If the forms are not furnished within 15 days after the Plan receives your notice, you can comply with the Properly Filed Claim requirements by forwarding to the Plan, within the time period set forth below, written proof covering the occurrence, character and extent of loss for which the claim is made.

Your Properly Filed Claim must be furnished to the Plan within 180 days after the end of the Benefit Period for which claim is made.

Failure to provide a Properly Filed Claim to the Plan within the time specified above will not reduce any Benefit if you show that the claim was given as soon as reasonably possible.

### **LIMITATION OF ACTIONS**

No legal action may be taken to recover Benefits within 60 days after a Properly Filed Claim has been made. No such action may be taken later than three years after expiration of the time within which a Properly Filed Claim is required by this Certificate.



## PAYMENT OF BENEFITS

You authorize us to make payments directly to Providers giving Covered Services for which we provide Benefits under this Certificate. We also reserve the right to make payments directly to you.

You cannot assign your right to receive payment to anyone else, either before or after Covered Services are received.

Once a Provider gives a Covered Service, we will not honor a request not to pay the claims submitted.

Benefits under this Certificate will be based upon the Allowable Charge (as we determine) for Covered Services. A BlueChoice PPO Provider will accept the Allowable Charge as payment in full and will make no additional charge to you for Covered Services. However, if you receive Covered Services from an Out-of-Network Provider, you may be responsible for amounts which exceed the Allowable Charge, in addition to the Deductible and/or Coinsurance amounts.

In some cases, Covered Services may be rendered by a Provider who has a Participating Provider Agreement (*other than a BlueChoice PPO Provider Agreement*) with the Plan. These Providers (called BlueTraditional Providers) have agreed to charge Plan Subscribers no more than a “Maximum Reimbursement Allowance” for Covered Services. Subscribers who use BlueTraditional Providers are responsible for amounts over the “Allowable Charge,” *up to but not exceeding* the “Maximum Reimbursement Allowance” specified in the Provider’s Participating Provider Agreement.

## BENEFITS FOR SERVICES OUTSIDE THE STATE OF OKLAHOMA

All Blue Cross and Blue Shield Plans participate in a national program called the “BlueCard Program”. This national program benefits Blue Cross and Blue Shield Subscribers who receive Covered Services outside the state of Oklahoma.

When you obtain health care services through BlueCard outside the state of Oklahoma, the amount you pay for Covered Services is calculated on the **lower** of:

- The billed charges for your Covered Services; or
- The negotiated price that the on-site Blue Cross and/or Blue Shield Licensee (“Host Blue”) passes on to us.

Often this “negotiated price” will consist of a simple discount which reflects the actual price paid by the Host Blue. But sometimes it is an estimated price that factors into the actual price expected settlements, withholds, and other contingent payment arrangements and non-claims transactions with your health care Provider or with a specified group of Providers. The negotiated price may also be billed charges reduced to reflect an **average** expected savings with your health care Provider or with a specified group of Providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated price. The negotiated price will also be adjusted in the future to correct for overestimation or underestimation of past prices. However, the amount you pay is considered a final price.

Statutes in a small number of states may require the Host Blue to use a basis for calculating Subscriber liability for Covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate Subscriber liability calculation methods that differ from the usual Blue Cross method noted in the above paragraph or require a surcharge, Blue Cross and Blue Shield of Oklahoma would then calculate your liability for any covered health care services in accordance with the applicable state statute in effect at the time you received your care.

**NOTE: Blue Cross and Blue Shield of Oklahoma may postpone application of your Copayment, Deductible and/or Coinsurance amounts whenever it is necessary so that we may obtain a Provider discount for you on Covered Services you receive outside the state of Oklahoma.**

## **DETERMINATION OF BENEFITS AND UTILIZATION REVIEW**

The Plan, as claims administrator, is hereby granted discretionary authority to interpret the terms and conditions of the Contract and to determine its Benefits.

In determining whether services or supplies are Covered Services, the Plan will determine whether a service or supply is Medically Necessary under the Plan or if such service or supply is Experimental or Investigational. Blue Cross and Blue Shield of Oklahoma medical policies are used as guidelines for coverage determinations in health care benefit programs unless otherwise indicated. Medical technology is constantly evolving and these medical policies are subject to change. Copies of current medical policies may be obtained from the Plan upon request and may be found on the Plan's Web site at [www.bcbsok.com](http://www.bcbsok.com).

The Plan's medical staff may conduct a medical review of your claims to determine that the care and services received are Medically Necessary. In the case of Inpatient claims, the Plan must also determine that the care and services were provided in the most appropriate level of care consistent with your discharge diagnosis.

**The fact that a Physician or other Provider prescribes, orders, recommends or approves a service or supply does not, of itself, make it Medically Necessary or a Covered Service, even if it is not specifically listed as an exclusion under this Certificate.**

To assist the Plan in its review of your claims, the Plan may request that:

- you arrange for medical records to be provided to the Plan; and/or
- you submit to a professional evaluation by a Provider selected by the Plan, at the Plan's expense; and/or
- a Physician consultant or panel of Physicians or other Providers appointed by the Plan review the claim.

**Failure of the Subscriber to comply with the Plan's request for medical records or medical evaluation may result in Benefits being partially or wholly denied.**

## **SUBSCRIBER/PROVIDER RELATIONSHIP**

The choice of a Provider is solely yours.

Providers are not employees, agents or other legal representatives of Blue Cross and Blue Shield of Oklahoma.

We do not furnish Covered Services but only pay for Covered Services you receive from Providers. We are not liable for any act or omission of any Provider. We have no responsibility for a Provider's failure or refusal to give Covered Services to you.

Our reference to Providers as "BlueChoice PPO", "BlueCard PPO" or "Out-of-Network" is not a statement or warranty about their abilities or professional competency.

## **AGENCY RELATIONSHIPS**

The Group is your agent, not our agent.

Providers are not employees, agents or other legal representatives of Blue Cross and Blue Shield of Oklahoma.

## **COORDINATION OF BENEFITS**

All Benefits provided under this Certificate are subject to this provision.

### **Definitions**

In addition to the definitions of this Certificate, the following definitions apply to this provision.

*“Other Contract”* means any arrangement, except as specified below, providing health care benefits or services through:

- Group, blanket or franchise insurance coverage;
- Blue Cross Plan, Blue Shield Plan, Health Maintenance Organization, and other prepayment coverage;
- Coverage under labor–management trusted plans, union welfare plans, employer organization plans, or employee benefit organization plans;
- Coverage toward the cost of which any employer has contributed, or with respect to which any employer has made payroll deduction; and
- Coverage under any tax supported or government program to the extent permitted by law.

Coverage under specific benefit arrangements, such as dental care or vision care benefit plans that are not part of a comprehensive health care benefit plan, shall be excluded from the definition of *“Other Contract”* herein.

*“Covered Service”* additionally means a service or supply furnished by a Hospital, Physician, or other Provider for which benefits are provided under at least one contract covering the person for whom claim is made or service provided.

*“Dependent”* additionally means a person who qualifies as a Dependent under an Other Contract.

- **Effect On Benefits**

If the total Benefits for Covered Services to which you would be entitled under the Group Contract and all Other Contracts exceed the Covered Services you receive in any Benefit Period, then the Benefits we provide for that Benefit Period will be determined according to this provision.

When we are primary, we will pay Benefits for Covered Services without regard to your coverage under any Other Contract.

**When we are secondary, the Benefits we pay for Covered Services will be reduced so that the total Benefits payable under the Group Contract and all Other Contracts will not exceed the balance of Allowable Charges remaining after the benefits of Other Contracts are applied to Covered Services.**

- **Order Of Benefit Determination**

- When a person who received care is covered as an employee under one group contract, and as a Dependent under another, then the employee coverage pays first.
- When a Dependent child is covered under two group contracts, the contract covering the child as a Dependent of the parent whose birthday falls earliest in the Calendar Year pays first. (If one contract does not follow the “birthday rule” provision, then the rule followed by that contract is used to determine the order of benefits.)

However, when the Dependent child’s parents are separated or divorced, the following rules apply:

- If the parent with custody of the child has not remarried, the coverage of the parent with custody pays first;
- When a divorced parent with custody has remarried, the coverage of the parent with custody pays first and the stepparent’s coverage pays second before the coverage of the parent who does not have custody.
- 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 coverage of that parent pays first.

- When none of the above circumstances applies, the coverage you have had for the longest time pays first, except that a contract which covers you as a laid-off or retired employee or as a Dependent of such person pays after a contract which covers you as other than a laid-off or retired employee or Dependent of such person.
- When the Plan requests information from another carrier to determine the extent or order of your benefits under an Other Contract, and such information is not furnished after a reasonable time, then the Plan shall:
  - Assume the Other Contract is required to determine its benefits first;
  - Assume the benefits of the Other Contract are identical to the Benefits of this coverage and pay its Benefits accordingly.

Once the Plan receives the necessary information to determine your benefits under the Other Contract and to establish the order of benefit determination under the rules listed above, prior payments under this coverage will be adjusted accordingly (if the above rules require it).

- If the other carrier reduces your benefits because of payment you received under this coverage and the above rules do not allow such reduction, then the Plan will advance the remainder of its full Benefits under this coverage as if your Benefits had been determined in absence of an Other Contract. **However, the Plan shall be subrogated to all of your rights under the Other Contract.** You must furnish all information reasonably required by the Plan in such event, and you must cooperate and assist the Plan in recovery of such sums from the other carrier.
- If the other carrier later provides benefits to you for which the Plan has made payments or advances under this Coordination of Benefits provision, you must hold all such payments in trust for the Plan and must pay such amount to the Plan upon receipt.

- **Facility Of Payment**

If payment is made under any Other Contract which we should have made under this provision, then we have the right to pay whoever paid under the Other Contract the amount we determine is necessary under this provision. Amounts so paid are Benefits under the Contract and we are discharged from liability to the extent of such amounts paid for Covered Services.

- **Right Of Recovery**

If we pay more for Covered Services than this provision requires, we have the right to recover the excess from anyone to or for whom the payment was made. You agree to do whatever is necessary to secure our right to recover the excess payment.

## **PLAN'S RIGHT OF RECOUPMENT**

You agree to reimburse us for Benefits we have paid and for which you were not eligible under the terms of the Contract. This payment is due and payable immediately when you are notified by the Plan. Also, we have the sole right to determine that any overpayments, wrong payments, or any excess payments made for you under this Certificate are an indebtedness which we may recover by deducting it from any future Benefits under this Certificate, or under any other coverage provided by the Plan. Our acceptance of your premiums or payment of Benefits under this Certificate does not waive our rights to enforce these provisions in the future.

To the extent the Plan provides or pays Benefits for Covered Services for any injury, illness or condition which occurs through the omission or commission of any act by another person, each Subscriber agrees that the Plan shall have a first lien on any settlement proceeds, and the Subscriber shall reimburse and pay the Plan, on a first-priority basis, from any money recovered by suit, settlement, judgment or otherwise from another party or his or her insurer or from any carrier providing uninsured/underinsured motorist coverage. Each Subscriber shall reimburse the Plan on a first-priority basis regardless of whether a lawsuit is actually filed or not and, if settled, regardless of how the settlement is structured or which items of damages are included in the settlement, and regardless of whether or not he or she is made whole or is fully compensated for any injuries.

You must hold in trust for us any money (up to the amount of Benefits we have paid) you recover, as described above. You must give us information and assistance and sign necessary documents to help us enforce our rights.

Failure to comply with the above provisions may result in termination of your coverage and/or legal action to enforce collection.

#### **LIMITATIONS ON PLAN'S RIGHT OF RECOUPMENT/RECOVERY**

The Plan will not seek recovery of any excess or erroneous payment made under this Certificate more than 24 months after the payment is made, unless;

- the payment was made because of fraud committed by the Subscriber or the Provider; or
- the Subscriber or Provider has otherwise agreed to make a refund to the Plan for overpayment of a claim.

#### **PLAN/ASSOCIATION RELATIONSHIP**

Each Subscriber hereby expressly acknowledges his/her understanding that the Group Contract constitutes a contract solely between the Group and Blue Cross and Blue Shield of Oklahoma. Blue Cross and Blue Shield of Oklahoma is a division of Health Care Service Corporation, a Mutual Legal Reserve Company, an independent licensee of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"). The license from the Association permits Blue Cross and Blue Shield of Oklahoma to use the Blue Cross and Blue Shield Service Marks in the State of Oklahoma. Blue Cross and Blue Shield of Oklahoma is not contracting as the agent of the Association. It is further understood that the Group has not entered into the Group Contract based upon representations by any person other than Blue Cross and Blue Shield of Oklahoma. No person, entity, or organization other than Blue Cross and Blue Shield of Oklahoma shall be held accountable or liable to the Group or its Subscribers for any of Blue Cross and Blue Shield of Oklahoma's obligations to the Group or Subscribers created under the Group Contract. This paragraph shall not create any additional obligations whatsoever on the part of Blue Cross and Blue Shield of Oklahoma other than those obligations created under other provisions of the Group Contract.

#### **PLAN'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS**

The Plan owns a significant portion of the equity of Prime Therapeutics LLC and informs you that the Plan has entered into one or more agreements with Prime Therapeutics LLC or other entities (collectively referred to as "Pharmacy Benefit Managers") to provide, on the Plan's behalf, claim payments and certain administrative services for your Prescription Drug Benefits. Pharmacy Benefit Managers have agreements with pharmaceutical manufacturers to receive rebates for using their products. The Pharmacy Benefit Manager may share a portion of those rebates with the Plan. Neither the Employer nor you are entitled to receive any portion of such rebates as they are figured into the pricing of the product.

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## *Subscriber Rights*

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**B**lue Cross and Blue Shield of Oklahoma is happy to be able to serve you and provide the quality health care Benefits you need and deserve. As with any health insurance plan, you, and each of your covered Dependents, have certain rights.

**You have the right to:**

- confidentiality of health information;
- receive Medically Necessary and appropriate care and service as defined in this Certificate;
- receive courteous and respectful care and services from Blue Cross and Blue Shield of Oklahoma employees and network Providers;
- receive information in clear and understandable terms;
- participate with your Provider in decision-making about your health care treatment;
- refuse treatment;
- file complaints when dissatisfied with the care and treatment received;
- appeal an adverse Benefit determination or a decision regarding a Precertification request;
- designate an authorized representative to act on your behalf in pursuing a Benefit claim or appeal of an adverse Benefit determination.

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## *Claims Filing Procedures*

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This program begins to pay only after the Copayment and/or Deductible amount you incur toward eligible expenses shows on our records. When your Physician, Hospital, or other Provider of health care services submits bills for you, your Copayment and/or Deductible will be recorded automatically and then your program will begin its share of the payment. If you file your own claims, you must submit copies of all your bills, even those you must pay to meet your Copayment and/or Deductible. Then our records will show that you have Incurred the Copayment and/or Deductible amount, and your health care coverage will begin to help pay the balance of your eligible expenses.

### **PARTICIPATING PROVIDER NETWORKS**

Participating Providers have agreed to submit claims directly to the Plan for you. When you receive Covered Services from a network Provider, simply show your Identification Card, and claims submission will be handled for you. If you must use a Provider who is not a member of the Plan's Network, you should follow the guidelines below in submitting your claims.

#### **REMEMBER . . .**

**To receive the maximum Benefits under your health care program, you must receive treatment from the network Providers shown in your directory.**

### **PRESCRIPTION DRUG CLAIMS**

**To be eligible for discounts on Prescription Drugs and automatic claims filing, always use Participating Pharmacies. Keep in mind that you receive the highest Benefits under this program whenever your prescriptions are filled by a Participating Pharmacy.**

If you find it necessary to purchase your prescriptions from an Out-of-Network Pharmacy, or if you do not have your Identification Card with you when you purchase your prescriptions, it will be your responsibility to pay the full cost of the Prescription Drugs and to submit a claim form (with your itemized receipt) to receive the Benefits available under your Prescription Drug program. Be sure to include the diagnosis and the payment receipt with your completed claim form. If the Prescription Drug is covered under this program, any payment due will be sent directly to you, after we subtract any shared payment amounts which apply to your coverage.

### **HOSPITAL CLAIMS**

In rare cases when you are admitted as an Inpatient or receive treatment as an Outpatient in a Hospital which does not have an agreement with us (whether in-state or out-of-state), you should pay the Hospital yourself and then file a claim for Covered Hospital Services.

### **AMBULATORY SURGICAL FACILITY CLAIMS**

If you are treated at a facility which does not have an agreement with us, you should pay the facility and then submit a claim to us for Covered Services.

### **PHYSICIAN AND OTHER PROVIDER CLAIMS**

If you are treated by a Physician or other Provider who does not have an agreement with us, you ordinarily have to pay the bill and then file the claim yourself, along with an itemized statement from your Physician or other Provider. You will then be paid directly for Covered Services after we subtract your Deductible and/or Coinsurance amounts which apply to your coverage.

## MEMBER-FILED CLAIMS

When you must file a claim yourself, you may obtain claim forms by contacting the nearest Plan office.

Be sure to fill out the claim form completely, sign it, and attach the Provider's itemized statement. Send the completed form to:

Blue Cross and Blue Shield of Oklahoma  
P.O. Box 3283  
Tulsa, Oklahoma 74102-3283

It is important that all information requested on the claim form be given; otherwise, the claim form may be returned to you for additional information before we can process your claim for Benefits.

**A separate claim form must be filled out for each Subscriber, along with that person's expenses. A separate claim form must accompany each group of statements (if filed at different times).**

**IMPORTANT: Remember to send the itemized statement with all your claims.** It gives the following necessary information:

- Full name of patient;
- Medical service(s) performed;
- Date of service(s);
- Who rendered service(s);
- Charge for service(s);
- Diagnosis.

Cancelled checks, cash register receipts, personal itemizations and statements that show only the balance due are not acceptable.

When you file claims, be sure to keep copies of all bills and receipts for your own personal records.

**Remember, we must receive your claims for Covered Services within 180 days after the end of the Benefit Period for which claim is made.**

## BENEFIT DETERMINATIONS FOR PROPERLY FILED CLAIMS

Once the Plan receives a Properly Filed Claim from you or your Provider, a Benefit determination will be made within 30 days. This period may be extended one time for up to 15 additional days, if the Plan determines that additional time is necessary due to matters beyond our control.

If we determine that additional time is necessary, you will be notified, in writing, prior to the expiration of the original 30-day period, that the extension is necessary, along with an explanation of the circumstances requiring the extension of time and the date by which the Plan expects to make the determination.

Upon receipt of your claim, if the Plan determines that additional information is necessary in order for it to be a Properly Filed Claim, we will provide written notice to you, prior to the expiration of the initial 30-day period, of the specific information needed. You will have 45 days from receipt of the notice to provide the additional information. The Plan will notify you of its Benefit determination within 15 days following receipt of the additional information.

The procedure for appealing an adverse Benefit determination is set forth in the section entitled, "*Complaint/Appeal Procedure.*"



**DIRECT CLAIMS LINE**

We have a direct line for claims and membership inquiries. You may call 1-800-94-BLUES (1-800-942-5837) between 8:00 a.m. and 6:00 p.m., Monday through Friday, whenever you have a question concerning a claim or your membership.

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## *Complaint/Appeal Procedure*

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**B**lue Cross and Blue Shield of Oklahoma has established the following process to review your dissatisfactions, complaints and/or appeals. If you have designated an authorized representative, that person may act on your behalf in the appeal process\*.

If you have a question or complaint, an initial attempt should be made to resolve the problem by directly communicating with a Blue Cross and Blue Shield of Oklahoma Customer Service Representative. In most cases, a Customer Service Representative will be able to provide you with a satisfactory solution to your problem. However, if a resolution cannot be reached in an informal exchange, you may request an administrative review of the problem through our appeal process described below.

You may request to review information used to make any adverse determination. Copies will be provided free of charge.

### **APPEAL PROCESS (LEVEL I)**

If you are not satisfied with the initial attempt to resolve your problem, or if you wish to request a review of a Benefit determination or Precertification decision, you must request an appeal within 180 days from the date you received notice of the adverse Benefit determination or Precertification notice. A Provider can also appeal the adverse Benefit determination or Precertification decision. The Provider's appeal will be considered an appeal on your behalf.

- **How to File an Appeal Involving a Non-Urgent Request or Claim**

In the case of an appeal involving a non-urgent request or claim, you must submit your request in writing to the following address:

Appeal Coordinator – Customer Service Department  
Blue Cross and Blue Shield of Oklahoma  
P. O. Box 3283  
Tulsa, Oklahoma 74102-3283

The written request should include the name of the Subscriber, the Subscriber identification number, the nature of the complaint, the facts upon which the complaint is based, *and the resolution you are seeking*. Necessary facts are: dates and places of services, names of Providers of services, place of hospitalization and types of services or procedures received (if applicable). You and/or your Provider should include any documentation, including medical records, that you want to become a part of the review file. The Plan may request further information if necessary.

- In the case of an appeal involving a non-urgent Precertification request, the Plan will provide a written response to you no later than 30 days following the date the appeal is received.
- In the case of an appeal involving a claim other than a Precertification request, the Plan will provide a written response to you no later than 60 days following the date the appeal is received.

- **How to File an Appeal of a Precertification Request Involving Urgent Care**

If you and/or your Provider wish to appeal a Precertification Request Involving Urgent Care, you may appeal by calling the Precertification number shown on your Identification Card.

*\*The Plan has established procedures for you to designate an individual to act on your behalf with respect to a Benefit claim or an appeal of an adverse Benefit determination. A Provider or other health care professional with knowledge of your medical condition is permitted to act as your authorized representative or to bring an appeal on your behalf.*

- The Plan will respond to you no later than 72 hours after the appeal is received.
- The Plan's response to a Precertification Request involving Urgent Care, including an adverse determination, if applicable, may be issued orally. A written notice will also be provided within three days following the oral notification.

## **VOLUNTARY RE-REVIEW PROCESS (LEVEL II)**

If you are not satisfied with the decision concerning the appeal, you may elect to submit an adverse Benefit determination to the Plan for re-review. The Plan will provide you with information about the Plan's voluntary re-review process.

To request a re-review of the Benefit determination, you should submit the request in writing to the following address:

Appeal Coordinator – Customer Service Department  
Blue Cross and Blue Shield of Oklahoma  
P. O. Box 3283  
Tulsa, Oklahoma 74102-3283

The written request should include the name of the Subscriber, the Subscriber identification number, the nature of the complaint, the facts upon which the complaint is based, *and the resolution you are seeking*. Necessary facts are: dates and places of services, names of Providers of services, place of hospitalization and types of services or procedures received (if applicable). You should include any documentation, including medical records, that you want to become a part of the review file. The Plan may request further information if necessary.

A Precertification Request Involving Urgent Care may be re-reviewed by calling the Precertification number shown on the Identification Card.

## **EXTERNAL REVIEW (LEVEL III)**

For services that are denied as not Medically Necessary, medically appropriate, or medically effective, Oklahoma law provides the right to an external review by an independent review organization. If requested, the Plan will notify you, in writing, of the procedure to obtain an external review as set forth in the Oklahoma Managed Care External Review Act.

You are not obligated by the Group Health Plan to pursue the Plan's voluntary re-review process or an external review in any specific order. You are not required to exhaust the voluntary re-review process before bringing a civil action. If the review process does not provide a satisfactory resolution to the claim for Benefits, legal remedies are available, including pursuing the claim in court.

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## *Definitions*

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This section defines terms that have special meanings in this Certificate. If a word or phrase starts with a capital letter, it has a special meaning. It is defined in this section or where used in the text or it is a title.

### **ACTIVELY AT WORK**

The active expenditure of time and energy in the services assigned by the Employer. You are considered Actively at Work on each day of a regular paid vacation, an Employer holiday, or on a regular nonworking day if you were Actively at Work on the work day before your Effective Date.

### **ALLOWABLE CHARGE**

The charge that the Plan will use as the basis for Benefit determination for Covered Services you receive under the Contract. The Plan will use the following criteria to establish the Allowable Charge for *Comprehensive Health Care Services*:

- **BlueChoice Provider** — the Provider's usual charge, not to exceed the amount the Provider has agreed to accept as payment for Covered Services in accordance with a BlueChoice PPO Provider Agreement.
- **BlueTraditional Provider** — the Provider's usual charge, not to exceed the amount the Provider has agreed to accept as payment for Covered Services in accordance with a BlueTraditional Provider Agreement.
- **Out-of-Network Provider** — the Provider's usual charge, not to exceed the amount that the Plan would reimburse a BlueChoice PPO Provider for the same service.

*For Outpatient Prescription Drug Benefits*, the Allowable Charge is determined as follows:

- **Participating Pharmacy** — the Pharmacy's usual charge, not to exceed the amount the Pharmacy has agreed to accept as payment for Covered Services in accordance with a Participating Pharmacy Agreement.
- **Out-of-Network Pharmacy** — the Pharmacy's usual charge, not to exceed the amount that the Plan would reimburse a Participating Pharmacy for the same service.

**NOTE: For Covered Services received outside the state of Oklahoma, the "Allowable Charge" will be determined by the Blue Cross and Blue Shield Plan (Host Plan) servicing the area. Payment will be based upon the Provider payment arrangements in effect between the Provider and the on-site Plan. For out-of-network services, the Allowable Charge will be based upon the amount the Host Plan uses for their own local members that obtain services from local non-contracting Providers.**

### **AMBULATORY SURGICAL FACILITY**

A Provider with an organized staff of Physicians which:

- Has permanent facilities and equipment for the primary purpose of performing surgical procedures on an Outpatient basis;
- Provides treatment by or under the supervision of Physicians and nursing services whenever the patient is in the facility;
- Does not provide Inpatient accommodations; and
- Is not, other than incidentally, a facility used as an office or clinic for the private practice of a Physician or other Provider.

**ANNUAL TRANSFER PERIOD**

A period of 31 days immediately before the Contract Date Anniversary in which an Eligible Person who has coverage through the Employer's alternate Plan Group contract or BlueLincs HMO (if applicable) can apply to transfer coverage to this Certificate.

**BENEFIT PERIOD**

The period of time during which you receive Covered Services for which the Plan will provide Benefits.

**BENEFITS**

The payment, reimbursement and indemnification of any kind which you will receive from and through the Plan under this Certificate.

**BLUECARD PPO PROVIDER**

The national network of participating PPO Providers who have entered into an agreement with a Blue Cross and Blue Shield Plan to be a part of the BlueCard PPO program.

**BLUECHOICE PPO PROVIDER**

A Provider who has entered into an agreement with the Plan to bill the Plan directly for Covered Services, and to accept the Plan's Allowable Charge as payment for such Covered Services.

**BLUETRADITIONAL PROVIDER**

A Provider who has entered into a BlueTraditional Provider Agreement with the Plan.

**CALENDAR YEAR**

The period of 12 months commencing on the first day of January and ending on the last day of the following December.

**CERTIFICATE OF COVERAGE**

A document providing information which is intended to enable an individual to establish his/her prior Creditable Coverage for the purposes of reducing any Preexisting Condition Exclusion imposed on the individual by any subsequent Group Health Plan coverage.

**COBRA CONTINUATION COVERAGE**

Coverage under the Group Contract for you and your Eligible Dependent with respect to whom a Qualifying Event has occurred, and consisting of coverage which, as of the time the coverage is being provided, is identical to the coverage provided under the Contract to Subscribers to whom a Qualifying Event has not occurred.

**COINSURANCE**

The percentage of Allowable Charges for Covered Services for which the Subscriber is responsible.

**COMMUNITY HOME HEALTH CARE AGENCY**

A Provider which provides nurses who visit the patient's home to give nursing and other needed care. This agency sees that each patient gets all care ordered by the Physician.

**CONTRACT**

The agreement (including the Group Application and any endorsements) between your Group and us, referred to as the Master Contract or Group Contract.

**CONTRACT DATE**

The date when coverage for your Group starts.

**CONTRACT DATE ANNIVERSARY**

The date the Group Contract will renew and each 12-consecutive-month renewal date thereafter.

**COPAYMENT**

A fixed dollar amount required to be paid by or on behalf of a Subscriber in connection with the delivery of Covered Services in a Physician's office. For Outpatient Prescription Drugs, the Copayment is the dollar amount required to be paid by or on behalf of a Subscriber for each Prescription Order.

**COVERED SERVICE**

A service or supply shown in this Certificate and given by a Provider for which we will provide Benefits.

**CREDITABLE COVERAGE**

Coverage of an individual from a wide range of specified sources, including Group Health Plans, health insurance coverage, Medicare, and Medicaid.

**CUSTODIAL CARE**

Aid to patients who need help with daily tasks like eating, dressing and walking. Custodial Care does not directly treat an injury or illness.

**DEDUCTIBLE**

A specified amount of Covered Services that you must incur before the Plan will start to pay its share of the remaining Covered Services.

**DEPENDENT**

A Subscriber other than the Member as shown in the *Eligibility, Enrollment, Changes and Termination* section.

**DIAGNOSTIC SERVICE**

A test or procedure performed when you have specific symptoms to detect or monitor your disease or condition. It must be ordered by a Physician.

- Radiology, ultrasound and nuclear medicine
- Laboratory and pathology
- ECG, EEG, and other electronic diagnostic medical procedures and physiological medical testing, as determined by the Plan

**DURABLE MEDICAL EQUIPMENT**

Equipment which meets the following criteria:

- It provides therapeutic benefits or enables the Subscriber to perform certain tasks that he or she would be unable to perform otherwise due to certain medical conditions and/or illnesses;
- It can withstand repeated use and is primarily and customarily used to serve a medical purpose;
- It is generally not useful to a person in the absence of an illness or injury and is appropriate for use in the home; and
- It is prescribed by a Physician and meets the Plan's criteria of Medical Necessity for the given diagnosis.

**EFFECTIVE DATE**

The date when your coverage begins.

**ELIGIBLE PERSON**

A person entitled to apply to be a Member as specified in the *Eligibility, Enrollment, Changes and Termination* section.

**EMERGENCY CARE**

Treatment for an injury, illness or condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a reasonable and prudent layperson could expect the absence of medical attention to result in:

- serious jeopardy to the Subscriber's health;
- serious impairment to bodily function; or
- serious dysfunction of any bodily organ or part.

#### **EMPLOYEE**

An Eligible Person as specified in the *Eligibility, Enrollment, Changes and Termination* section.

#### **EMPLOYER**

A Group, as defined, in which there exists an employment relationship between a Member and the Group.

#### **ENROLL**

To become covered for Benefits under the Contract (i.e., when coverage becomes effective), without regard to when the individual may have completed or filed any forms that are required in order to Enroll for coverage.

#### **ENROLLMENT DATE**

The first day of coverage or, if there is a Waiting Period, the first day of the Waiting Period (typically the date employment begins).

#### **EXPERIMENTAL/INVESTIGATIONAL**

A drug, device, biological product, or medical treatment or procedure is Experimental or Investigational if **the Plan determines** that:

- The drug, device, biological product, or medical treatment or procedure cannot be lawfully marketed without approval of the appropriate governmental or regulatory agency and approval for marketing has not been given at the time the drug, device, biological product, or medical treatment or procedure is furnished; or
- The drug, device, biological product, or medical treatment or procedure is the subject of ongoing phase I, II, or III clinical trials or under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis; or
- The prevailing opinion among peer reviewed medical and scientific literature regarding the drug, device, biological product, or medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

#### **FAMILY COVERAGE**

Coverage under this Certificate for the Member and one or more of the Member's Dependents.

#### **GENERIC DRUG**

Pharmaceutically equivalent drug products substituted for the originator/trademarked (brand) drug products.

#### **GROUP**

A classification of coverage whereby a corporation or other legal entity has agreed to establish a premium collection and payment system in order to provide an opportunity for its employees to acquire Plan coverage for health care expenses.

#### **GROUP HEALTH PLAN**

A plan (including a self-insured plan) of, or contributed to by, an employer (including a self-employed person) or employee organization to provide health care (directly or otherwise) to the employees, former employees, the employer, others associated or formerly associated with the employer in a business relationship, or their families.

#### **HEALTH MAINTENANCE ORGANIZATION (HMO)**

An organized system of health care providing a comprehensive package of health services, through a group of Physicians, to a voluntarily enrolled membership, within a particular geographic area, on a fixed prepayment basis.

**HOSPICE**

A Provider which provides an integrated set of services designed to provide palliative and supportive care to terminally ill patients and their families.

**HOSPITAL**

A Provider that is a short-term, acute care, general Hospital which:

- Is licensed;
- Mainly provides Inpatient diagnostic and therapeutic services under the supervision of Physicians;
- Has organized departments of medicine and major Surgery;
- Provides 24-hour nursing service; and
- Is not, other than incidentally, a:
  - Skilled Nursing Facility;
  - Nursing home;
  - Custodial Care home;
  - Health resort;
  - Spa or sanitarium;
  - Place for rest;
  - Place for the aged;
  - Place for the treatment of Mental Illness;
  - Place for the treatment of alcoholism or drug abuse;
  - Place for the provision of Hospice care;
  - Place for the provision of rehabilitation care; or
  - Place for the treatment of pulmonary tuberculosis.

**HOSPITAL ADMISSION**

The period from your entry (admission) into a Hospital for Inpatient treatment until your discharge.

**IDENTIFICATION CARD**

The card issued to the Member by the Plan, bearing the Member's name, identification number, and Group number.

**INCURRED**

A charge is Incurred on the date you receive a service or supply for which the charge is made.

**INDIVIDUAL CONVERSION**

A classification of individual coverage other than Group for which the individual Member pays the premiums directly to the Plan or its depository.

**INITIAL ENROLLMENT PERIOD**

The 31-day period immediately following the date an Employee or Dependent first becomes eligible to Enroll for coverage under the Contract.



**INPATIENT**

A Subscriber who receives care as a registered bed patient in a Hospital or other Provider where a room and board charge is made.

**LATE ENROLLEE**

An Eligible Person or Eligible Dependent who Enrolls under the Contract at a time other than during:

- the Initial Enrollment Period; or
- a Special Enrollment Period for the individual.

However, an Eligible Person or Eligible Dependent is not considered a Late Enrollee if:

- the individual transfers from the Employer's alternate Plan Group Contract or BlueLincs HMO (if applicable) during the Annual Transfer Period; or
- a court has ordered coverage be provided for a spouse or minor or Dependent child under the Eligible Person's coverage and the request for enrollment is made within 31 days after issuance of the court order.

**LICENSED PRACTICAL OR VOCATIONAL NURSE (LPN OR LVN)**

A licensed nurse with a degree from a school of practical or vocational nursing.

**LOW-DOSE MAMMOGRAPHY**

The x-ray screening examination of the breast using equipment dedicated specifically for mammography, including but not limited to the x-ray tube, filter, compression device, screens, films, and cassettes, with an average radiation exposure delivery of less than one rad mid-breast, with two views for each breast.

**MATERNITY SERVICES**

Care required as a result of being pregnant, including prenatal care and postnatal care.

**MEDICAL CARE**

Professional services given by a Physician or other Provider to treat illness or injury.

**MEDICALLY NECESSARY (OR MEDICAL NECESSITY)**

A service or supply given by a Hospital, Physician, or other Provider which the Plan determines is:

- Appropriate for symptoms and diagnosis to treat the condition, illness, disease or injury; and
- In line with standards of good medical practice; and
- Not primarily for your or your Provider's convenience; and
- The most appropriate supply or level of service which can be safely provided to you. When applied to the care of an Inpatient, this means that your condition or the services you need require acute care as a bed patient and that you cannot receive safe or adequate care as an Outpatient.

**MEDICARE**

The programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

**MEMBER**

An Eligible Person who has enrolled for coverage.

**MEMBER AND CHILDREN COVERAGE**

Coverage under this Certificate for the Member and his or her Dependent child(ren).

**MEMBER ONLY COVERAGE (OR SINGLE COVERAGE)**

Coverage under this Certificate for the Member only.

**MEMBER, SPOUSE AND CHILDREN COVERAGE (OR FAMILY COVERAGE)**

Coverage under this Certificate for the Member, his or her spouse and Dependent child(ren).

**MEMBER AND SPOUSE ONLY COVERAGE**

Coverage under this Certificate for the Member and his or her spouse only.

**MENTAL ILLNESS**

An emotional or mental disorder characterized by an abnormal functioning of the mind or emotions and in which psychological, intellectual, or emotional disturbances are the dominating feature, regardless of whether such disorder is caused by mental, physical, organic, or chemical deficiency.

**NON-PREFERRED BRAND DRUG**

A name-brand Prescription Drug which has not been designated by the Plan as a Preferred Drug.

**OPEN ENROLLMENT PERIOD**

A period of 31 days immediately before the Group's Contract Date Anniversary (renewal date) during which an individual who previously declined coverage may Enroll for coverage under the Contract as a Late Enrollee.

**ORTHOGNATHIC SURGERY**

Services or supplies received for correction of deformities of the jaw, including the surgical repositioning of portions of the upper or lower jaws or the bodily repositioning of entire jaws.

**OUT-OF-NETWORK PHARMACY**

A Pharmacy that has not entered into a Participating Pharmacy Agreement with the Plan.

**OUT-OF-POCKET LIMIT**

The amount of Deductible and Coinsurance which must be satisfied during the Benefit Period. Once the Out-of-Pocket Limit has been reached, the amount of Allowable Charges covered by the Plan will increase to 100% during the remainder of the Benefit Period.

The Out-of-Pocket Limit does not include amounts in excess of the Allowable Charge or charges for any services that are not covered under this Certificate.

**OUTPATIENT**

A Subscriber who receives services or supplies while not an Inpatient.

**PARTICIPATING PHARMACY**

A Pharmacy that has entered into a Participating Pharmacy Agreement with the Plan.

**PHARMACY**

A person, firm or corporation duly authorized by state law to dispense Prescription Drugs.

**PHYSICIAN**

A person who is a professional practitioner of a Healing Art defined and recognized by law, and who holds a Physician license duly issued by the state or territory of the United States in which the person is authorized to practice medicine or Surgery or other procedures and provide services within the scope of such license.

**PLACEMENT FOR ADOPTION (OR PLACED FOR ADOPTION)**

The assumption and retention of a legal obligation for total or partial support of a child by a person with whom the child has been placed in anticipation of the child's adoption. The child's Placement for Adoption with such person terminates upon the termination of such legal obligation.

**PLAN**

Blue Cross and Blue Shield of Oklahoma.

**PRECERTIFICATION**

Certification from the Plan before the services are rendered that, based upon the information presented by the Subscriber or his/her Provider at the time Precertification is requested, the proposed treatment meets the Plan's guidelines for Medical Necessity.

Precertification does not guarantee that the care and services a Subscriber receives are eligible for Benefits under the Contract. At the time the Subscriber's claims are submitted, they will be reviewed in accordance with the terms of the Contract.

**PREEXISTING CONDITION**

A condition (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received within the six-month period ending on the Enrollment Date. In order to be taken into account, the medical advice, diagnosis, care, or treatment must have been recommended by or received from an individual licensed or similarly authorized to provide such services under state law and operating within the scope of practice authorized by the state law. A Preexisting Condition does not include pregnancy, nor can it be applied to a newborn or adopted child under age 18, as long as the child became covered under the Certificate within 31 days of birth or adoption.

**PREEXISTING CONDITION EXCLUSION**

A 12-month or 18-month period during which no Benefits will be provided for a condition for which medical advice, diagnosis, care or treatment was recommended or received within the six-month period before the Enrollment Date.

**PREFERRED DRUG**

A Prescription Drug which has been designated by the Plan to be a part of its Preferred Prescription Drug Program.

**PRESCRIPTION DRUG**

A medicinal substance required by the Federal Food, Drug and Cosmetic Act to bear the following legend on its label: "Caution: Federal Law prohibits dispensing without a prescription."

**PRESCRIPTION ORDER**

A written order, and each refill, for a Prescription Drug issued by a Physician or other Provider.

**PROPERLY FILED CLAIM**

A formal statement or claim regarding a loss which provides sufficient, substantiating information to allow the Plan to determine its liability for Covered Services. This includes: a completed claim form; the Provider's itemized statement of services rendered and related charges; and medical records, when requested by the Plan.

**PROVIDER**

A Hospital, Physician, or other practitioner or Provider of medical services or supplies licensed to render Covered Services and performing within the scope of such license.

**QUALIFYING EVENT**

Any one of the following events which, but for the COBRA Continuation Coverage provisions of this Certificate, would result in the loss of a Subscriber's coverage:

- The death of the covered Employee;
- The termination (other than by reason of a covered Employee's gross misconduct), or reduction of hours, of the covered Employee's employment;

- The divorce or legal separation of the covered Employee from the Employee's spouse;
- The covered Employee becoming entitled to benefits under Medicare;
- A Dependent child ceasing to be eligible as defined under the Contract.

#### **REGISTERED NURSE (RN)**

A licensed nurse with a degree from a school of nursing.

#### **ROUTINE NURSERY CARE**

Ordinary Hospital nursery care of the newborn Subscriber.

#### **SIGNIFICANT BREAK IN COVERAGE**

A period of 63 consecutive days during all of which the individual did not have any Creditable Coverage, except that neither a Waiting Period nor an affiliation period is taken into account in determining a Significant Break In Coverage.

#### **SKILLED NURSING FACILITY**

A Provider which mainly provides Inpatient skilled nursing and related services to patients who need skilled nursing services around the clock but who do not need acute care in a Hospital bed. Such care is given by or under the supervision of Physicians. A Skilled Nursing Facility is not, other than incidentally, a place that provides:

- Custodial Care, ambulatory, or part-time care; or
- Treatment for Mental Illness, alcoholism, drug abuse or pulmonary tuberculosis.

#### **SPECIAL ENROLLMENT PERIOD**

A period during which an individual who previously declined coverage is allowed to Enroll under the Contract without having to wait until the Group's next regular Open Enrollment Period.

#### **SUBSCRIBER**

The Member and each of his or her Dependents (if any) covered under this Certificate.

#### **SURGERY**

- The performance of generally accepted operative and other invasive procedures;
- The correction of fractures and dislocations;
- Usual and related preoperative and postoperative care.

#### **THERAPY SERVICE**

The following services and supplies ordered by a Physician when used to treat and promote your recovery from an illness or injury:

- **Radiation Therapy** — the treatment of disease by x-ray, radium, or radioactive isotopes.
- **Chemotherapy** — the treatment of malignant disease by chemical or biological antineoplastic agents, but not including High-Dose Chemotherapy. High-Dose Chemotherapy is specifically addressed in certain sections under "*Human Organ, Tissue and Bone Marrow Transplant Services.*"
- **Respiratory Therapy** — introduction of dry or moist gases into the lungs for treatment purposes.
- **Dialysis Treatment** — the treatment of an acute renal failure or chronic irreversible renal insufficiency for removal of waste materials from the body to include hemodialysis or peritoneal dialysis.
- **Physical Therapy** — the treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles, and devices to relieve pain, restore maximum function, and prevent disability following disease, injury, or loss of body part.

- **Occupational Therapy** — treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those required by the person's particular occupational role.
- **Speech Therapy** — treatment for the correction of a speech impairment resulting from disease, Surgery, injury, congenital and developmental anomalies, or previous therapeutic processes.

**TOTAL DISABILITY (OR TOTALLY DISABLED)**

A condition resulting from disease or injury in which, as certified by a Physician:

- The Subscriber is unable to perform the substantial duties of any occupation or business for which he/she is qualified and the Subscriber is not in fact engaged in any occupation for wages or profit; or
- If the Subscriber does not usually work for wages or profit, the Subscriber cannot do the normal activities of a person of the same age and sex.

The Plan reserves the right to review a Physician's certificate of disability and/or request medical records and/or require a medical examination by an independent Physician to verify disability at the Subscriber's expense. The Plan will make the final determination as to whether the Subscriber is Totally Disabled.

**WAITING PERIOD**

The period that must pass before an Eligible Person or Dependent is eligible to Enroll under the terms of a Group Health Plan. If an Eligible Person or Dependent Enrolls as a Late Enrollee or during a Special Enrollment Period, any period before such late or special enrollment is not a Waiting Period.

# **SPECIAL NOTICE REGARDING ELIGIBILITY, COVERED SERVICES, EXCLUSIONS, GENERAL PROVISIONS AND DEFINITIONS**

Your Certificate of Benefits is amended by the addition of the following special provisions. Unless otherwise specifically stated in this notice, or as required by federal or state regulation, the provisions of this notice are effective February 1, 2010, or your Effective Date, whichever is later.

- **AMENDMENT REGARDING ELIGIBLE PERSONS**

The *Eligibility, Enrollment, Changes & Termination* section is amended as follows:

You are an Eligible Person if you satisfy the eligibility requirements specified by your Employer, as set forth in the Group Contract.

- **AMENDMENT REGARDING DEPENDENT ELIGIBILITY**

The *Eligibility, Enrollment, Changes & Termination* section is amended by the addition of the following special provisions under the heading “**Who Is an Eligible Dependent**”:

Coverage will continue under this Certificate for an unmarried Dependent who is unable to maintain Full-Time Student status as a result of a medically necessary leave of absence or any other change in enrollment, provided that:

- The Dependent is enrolled on the basis of being a student at a postsecondary education institution; and
- The Dependent was covered immediately before the first day of the medically necessary leave of absence or other change in enrollment; and
- The Dependent child’s treating Physician provides to the Plan a written certification stating that the child is suffering from a serious illness or injury and that the leave of absence or other change in enrollment is medically necessary.

Coverage for such a Dependent may be continued under the Certificate until the date that is the earlier of:

- One year after the first day of the medically necessary leave of absence or other change in enrollment; or
- The date on which such coverage would otherwise terminate under the terms of the Certificate.

The first day of the medically necessary leave of absence will be documented as the date indicated by the Physician in the written certification on which the medical leave or other enrollment change is to begin.

- **AMENDMENT REGARDING SPECIAL ENROLLMENT RELATED TO MEDICAID AND CHILD HEALTH INSURANCE PROGRAM (CHIP) COVERAGE**

The *Eligibility, Enrollment, Changes & Termination* section is amended by the addition of the following special provisions:

Effective April 1, 2009, a 60-day Special Enrollment Period occurs when Employees and Dependents who are eligible but not enrolled for coverage in the Group Health Plan experience either of the following qualifying events:

- The Employee’s or Dependent’s Medicaid or CHIP coverage is terminated as a result of loss of eligibility; or
- The Employee or Dependent becomes eligible for a Group Health Plan premium assistance subsidy under Medicaid or CHIP.

An Employee must request this special enrollment into the Group Health Plan within 60 days of the loss of Medicaid or CHIP coverage, and within 60 days of the Employee or Dependent becoming eligible for a Group Health Plan premium assistance subsidy under Medicaid or CHIP. Coverage under special enrollment will be effective no later than the first day of the month after the Plan receives the special enrollment request.

- **AMENDMENT REGARDING TERMINATION OF COVERAGE AND CONVERSION PRIVILEGES**

The *Eligibility, Enrollment, Changes & Termination* section is amended as follows:

- The termination provisions under the heading “**When Coverage under this Certificate Ends**” are amended to extend coverage from 31 days to 63 days following termination, in accordance with the following:

In the case of an Employee whose coverage is terminated under a Group Health Plan that is not subject to COBRA Continuation Coverage, such Employee and his/her Dependents shall remain insured under this Certificate for a period of 63 days after such termination, unless during such period the Employee and his/her Dependents shall otherwise become entitled to similar insurance from some other source.

- The paragraph entitled, “**What We Will Pay for After Your Coverage Ends**” is deleted in its entirety and replaced by the following provisions:

**WHAT WE WILL PAY FOR AFTER YOUR COVERAGE ENDS**

- If your coverage terminates for any reason under a Group Health Plan that is not subject to COBRA Continuation Coverage, Benefits under this Certificate will end on the effective date and time of such termination. However, termination will not deprive you of any Benefits to which you would otherwise be entitled for Covered Services Incurred during the course of a Hospital confinement that began before the date and time of termination. Benefits will be provided only for a period of time which is the lesser of:
  - a period of time equal to the length of time you were covered under this Certificate; or
  - the duration of the Hospital confinement; or
  - 90 days following termination of coverage; or
  - the date you become entitled to similar insurance through some other source.
- If your coverage ends because the Member terminates employment, or because the Group itself is terminated, Benefits under this Certificate will end on the effective date and time your coverage is terminated, except as provided below:
  - In the event the Group Health Plan is not subject to COBRA Continuation Coverage, a Subscriber who was insured under this Certificate for six months prior to the date

coverage is terminated will be entitled to an extension of Benefits under this Certificate if:

- Covered Services are Incurred due to an illness or injury because of which the Subscriber is Totally Disabled at the date and time such coverage is terminated; or
- the Subscriber has not completed a plan of surgical treatment (including maternity care and delivery expenses) which began prior to the date and time of such termination of coverage.
- Coverage for the extension of Benefits shall be limited to a period which is the lesser of:
  - the duration of the uninterrupted existence of such Total Disability or completion of a plan of surgical treatment; or
  - the payment of maximum Benefits; or
  - six months following the date and time of termination of coverage.
- Your premiums must be submitted to the Plan during the period of the extension of Benefits and will be the same premiums which would have been charged for the coverage provided under this Certificate had termination not occurred.
- The Plan shall have no liability for any Benefits for Covered Services Incurred after the termination of this Certificate, except as provided above.
- The provisions outlining your “**Conversion Privilege After Termination of Group Coverage**” are amended so that conversion privileges shall not be applicable to the following individuals:
  - a Member who is eligible for coverage under a group having a contract with the Plan;
  - a Dependent who is covered under any policy of benefits for hospital and surgical/medical care and services provided by an employer or group; or
  - any Subscriber who ceases to be eligible due to cancellation of the Group Contract.

- **AMENDMENT REGARDING ORAL CHEMOTHERAPY**

The *Covered Comprehensive Health Care Services* section is amended by the addition of the following special provisions under “**Outpatient Therapy Services**”:

Outpatient Therapy Services do not include oral Chemotherapy or self-injectable Chemotherapy. These Prescription Drugs may be covered under your *Outpatient Prescription Drug Benefits*, if applicable, under this Certificate.

- **AMENDMENT REGARDING OUTPATIENT THERAPY SERVICES**

The Benefits specified in this Certificate for “**Outpatient Physical Therapy**” and “**Outpatient Occupational Therapy**” shall include Covered Services provided during a visit to the Subscriber’s home, as well as visits to the Provider’s office or other Outpatient visits.

- **AMENDMENT REGARDING PSYCHIATRIC CARE SERVICES**

- The *Covered Comprehensive Health Care Services* section is amended by the addition of the following special provisions under “**Psychiatric Care Services**”:

- “Inpatient Facility Services” are restated to include the following:

Covered Inpatient Hospital Services provided by a Hospital, Psychiatric Hospital, Residential Treatment Center or other Plan-approved Provider.



- “Outpatient Facility and Medical Services” are restated to include the following:  
Covered Inpatient Facility and Medical Services when provided for the Outpatient treatment of Mental Illness by a Hospital, Psychiatric Hospital, Residential Treatment Center, Physician or other Plan-approved Provider.
- The **Definitions** section is amended by the addition of the following paragraph:
  - **PSYCHIATRIC HOSPITAL** – a Provider that is a state licensed hospital that primarily specializes in the treatment of severe Mental Illnesses and/or substance abuse disorders.
  - **RESIDENTIAL TREATMENT CENTER** – a state licensed and/or state certified facility that provides a 24-hour level of residential care to patients with long-term or severe Mental Illnesses and/or substance abuse disorders. This care is medically monitored, with 24-hour Physician availability and 24-hour onsite nursing services.
- **AMENDMENT REGARDING PROSTHETIC APPLIANCES AND ORTHOTIC DEVICES**  
The Benefits specified in this Certificate for “**Prosthetic Appliances**” and “**Orthotic Devices**” are amended to include replacement appliances or devices when Medically Necessary.
- **AMENDMENT REGARDING OUTPATIENT PRESCRIPTION DRUGS AND RELATED SERVICES**  
The Benefits specified in this Certificate for “**Outpatient Prescription Drugs and Related Services**”, if applicable, are amended to include the following special provisions:
  - **Brand Name Drug Exclusion**  
Some equivalent drugs are manufactured under multiple brand names and have many therapeutic equivalents. In such cases, the Plan may limit Benefits to only one of the brand or therapeutic equivalents available. If you do not accept the brand or therapeutic equivalent that is covered under your Prescription Drug program, the drug purchased will not be covered under any Benefit level.
  - **Pharmacy Discount Programs**  
In an effort to help offset the rising cost of Prescription Drugs, drug manufacturers may offer coupons or other drug discounts or rebates to Subscribers, which may impact the Benefits provided under this program. The total Benefits payable will not exceed the balance of the Allowable Charges remaining after all drug coupons, rebates or other drug discounts have been applied. You agree to reimburse the Plan any excess amounts for Benefits that we have paid and for which you are not eligible due to the application of drug coupons, rebates or other drug discounts.
- **AMENDMENT REGARDING EXCLUSIONS**  
The **Exclusions** section is amended as set forth below:
  - The following exclusions are hereby removed:
    - For drug and alcohol treatment that is not rendered in a Hospital or by a psychiatrist, psychologist, licensed clinical social worker or person with a master's degree in social work.
    - For services rendered by licensed professional counselors, marital and family therapists or counselors, or licensed drug and alcohol counselors.

- The following exclusions are hereby added:
  - For Inpatient drug and alcohol treatment that is not rendered in a Hospital, Psychiatric Hospital, Residential Treatment Center or other Plan-approved Provider.
  - For massage therapy, including but not limited to effleurage, petrissage and/or tapotement.

- **AMENDMENT REGARDING PLAN’S RIGHT OF RECOUPMENT**

The *General Provisions* section is amended by the addition of the following provision under “**Plan’s Right of Recoupment**”:

The Plan expressly disclaims all make whole and common fund rules and doctrines and any other rule or doctrine that would impair or interfere with the Plan’s rights herein.

- **AMENDMENT REGARDING MEDICAL NECESSITY**

The *Definitions* section is amended so that the definition of “Medically Necessary (or Medical Necessity)” is hereby deleted and replaced by the following definition:

**Medically Necessary (or Medical Necessity)** – health care services that a Hospital, Physician, or other Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- in accordance with generally accepted standards of medical practice;
- clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient’s illness, injury or disease; and
- not primarily for the convenience of the patient, 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 that patient’s illness, injury or disease.

\* \* \* \* \*

Except as amended, your Certificate remains unchanged.

**PLEASE KEEP THIS NOTICE WITH YOUR CERTIFICATE FOR FUTURE REFERENCE.**

# **SPECIAL NOTICE REGARDING OUTPATIENT PRESCRIPTION DRUG BENEFITS**

Effective February 1, 2010, or your Effective Date, if later, your Certificate of Benefits is amended by the addition of the following special provisions.

The **OUTPATIENT PRESCRIPTION DRUG BENEFITS** section is amended as set forth below:

- **SPECIAL DEFINITIONS**

The following definitions shall apply and/or have special meaning for the purpose of the Benefits provided under this *Outpatient Prescription Drugs Benefits* section:

- **Retail Pharmacy Vaccination Network** – A network of Participating Pharmacies that have certified vaccination Pharmacists on staff who have contracted to administer vaccinations to Subscribers.
- **Specialty Pharmacy Drugs** – Prescription Drugs that meet at least two of the following criteria:
  - they are high cost;
  - they are for use in limited patient populations or indications;
  - they are typically self-injected;
  - they have limited availability, require special dispensing, or delivery and/or patient support is required and, therefore, they are difficult to obtain via traditional Pharmacy channels;
  - complex reimbursement procedures are required; and/or
  - a considerable portion of the use and costs are frequently generated through office-based medical claims.
- **Specialty Pharmacy Network** – A limited network of Participating Pharmacies that provide the following services to Subscribers:
  - access to high-cost medications that are used in limited populations;
  - special dispensing, delivery and patient clinical support;
  - guidance through complex reimbursement procedures for Specialty Pharmacy Drugs.

- **COVERED SERVICES**

The Benefits of this section are amended to include the following Covered Services:

- Oral Chemotherapy when prescribed by a licensed Physician.
- Self-injectable Prescription Drugs (including Chemotherapy) when dispensed by a Pharmacy. Self-injectable drugs purchased from a Physician and administered in his/her office are not covered.
- Specialty Pharmacy Drugs (when dispensed by a Pharmacy participating in the Specialty Pharmacy Network), **limited to a 30-day supply per Prescription Order**.
- Vaccinations (when administered by a Participating Retail Pharmacy Vaccination Network Provider). Visit the Plan's Web site at [www.bcbsok.com](http://www.bcbsok.com) for a current listing of vaccines available through this program.

- **BENEFITS**

- Benefits for Oral Chemotherapy, self-injectable Prescription Drugs and Specialty Pharmacy Drugs are subject to the Copayment, Coinsurance and/or Deductible provisions specified in the Outpatient Prescription Drug Benefits section of this Contract.
- In the event the Outpatient Prescription Drug Benefits section of this Contract includes a reduced payment provision for Prescription Drugs purchased at an Out-of-Network Pharmacy, such reduction in Benefits shall also be applicable to any Specialty Pharmacy Drugs dispensed by a Pharmacy that is not a member of the Specialty Pharmacy Network. This reduction in Benefits, if applicable, shall be calculated after the Subscriber has satisfied any Deductible, Copayment and/or Coinsurance amounts applicable to his/her coverage.
- Vaccinations administered by a Participating Retail Pharmacy Vaccination Network Provider are subject to a \$15 Copayment, after satisfaction of the Prescription Drug Deductible, if applicable. **Vaccinations administered by a Pharmacy that is not a Participating Retail Pharmacy Vaccination Network Provider are not covered under the Outpatient Prescription Drug Benefits section of this Contract.**

\* \* \* \* \*

Except as amended, your Certificate remains unchanged.

**PLEASE KEEP THIS NOTICE WITH YOUR CERTIFICATE FOR FUTURE REFERENCE.**



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