

**For Members of Small Group HMO QHP Plans**

Florida Hospital Care Advantage

# Member Guidebook



**FLORIDA HOSPITAL  
CARE ADVANTAGE**

*Underwritten by*  **Health Plans**

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**myFHCA.org**

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# Table of contents

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<b>About this guidebook .....</b>	<b>4</b>
At your service.....	4
Language access .....	4
Collection of race, ethnicity, and language information .....	5
What if I move? .....	5
Other contact numbers.....	5
<b>How your benefit plan works .....</b>	<b>5</b>
Your member identification card .....	5
Types of plans .....	5
<b>Eligibility &amp; enrollment .....</b>	<b>6</b>
Who is eligible to enroll? .....	6
How do I enroll? .....	6
How do I enroll my newborn child? .....	6
How do I enroll other dependents? .....	6
When does my coverage end? .....	7
What are my options if my coverage ends? .....	7
<b>My financial obligations.....</b>	<b>8</b>
What will my expenses be?.....	8
Preventive benefits.....	8
What is a deductible? .....	8
What does “out-of-pocket maximum” mean? .....	8
What is the difference between a copayment and coinsurance?.....	8
Are there any lifetime limits or annual maximums? .....	9
With a POS plan, how much do I pay for services outside of the network? .....	9
<b>Doctors and other providers .....</b>	<b>10</b>
How do I find a participating doctor or provider? .....	10

<b>Obtaining covered medical care .....</b>	<b>10</b>
How do I get medical and behavioral health care? .....	10
When do I need a referral or authorization? .....	11
Decision making .....	12
<b>Prescription drugs .....</b>	<b>14</b>
How do I know what drugs are covered by my plan? .....	14
How much will I pay for a covered drug? .....	14
How often is the Formulary updated? .....	14
What if my drug is not on the Formulary? .....	15
How can I make the most of my prescription drug benefit? .....	15
How do I get reimbursed for prescription drugs? .....	16
<b>Claims .....</b>	<b>16</b>
How do I get reimbursed for medical expenses? .....	16
Coordination of benefits .....	16
What if I don't agree with the decision on my claim? .....	16
<b>Concerns, grievances, &amp; appeals .....</b>	<b>15</b>
Concerns .....	15
Grievances .....	15
Appeals.....	15
<b>New technology.....</b>	<b>17</b>
What are new technologies? .....	17
How are new technologies evaluated for inclusion in the benefit package? .....	17
<b>Quality program information .....</b>	<b>19</b>
<b>Healthy Living Program .....</b>	<b>20</b>
<b>Identity &amp; fraud protection .....</b>	<b>21</b>
<b>Member rights &amp; responsibilities.....</b>	<b>21</b>
As a member, you have the right: .....	21

Additionally, you have the responsibility: .....	20
<b>Notice of privacy practices.....</b>	<b>20</b>
Our pledge regarding your protected health information .....	21
What is protected health information?.....	21
How is my PHI protected?.....	21
How we may use and disclose health information about you .....	21
Will my PHI be given to my family or friends?.....	23
Will my PHI be disclosed to anyone outside of my plan? .....	23
Will my PHI be disclosed to my employer? .....	24
When does the Health Plan need my written authorization to use or disclose my PHI? .....	24
Your rights regarding your health information.....	24
Changes to this notice.....	25
Complaints and communications .....	25
Other uses of health information .....	25
<b>Advance directives.....</b>	<b>25</b>
Living will .....	26
Surrogate designation .....	26
<b>Exclusions &amp; limitations .....</b>	<b>26</b>
Medical necessity requirements.....	26
<b>Glossary of terms.....</b>	<b>27</b>

## About this guidebook

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This Member Guidebook contains important information about your health benefits. It provides general information about how your health plan works so that you can make educated decisions for you and your family.

This guidebook is designed to help you get the most out of using your plan. Refer to your specific Schedule of Benefits for information on your coverage, as benefits can vary widely by plan. For comprehensive information on your plan's provisions, your *Certificate of Coverage* is considered your most important Plan Document and will be your best resource for benefit information. You can view and print most Plan Documents online. Log in to our member portal at [myFHCA.org/myportal](http://myFHCA.org/myportal). Or, contact Customer Service if you need a copy.

This Member Guidebook is not intended to create, and shall not create, any rights or obligations that differ from, or are inconsistent with those set forth in your Plan Documents. In the event of an inconsistency, the Plan Documents will prevail.

### At your service

If you have a question about your health benefits plan, need information or materials, or have a problem, there are several ways to contact us to obtain the assistance you need. We also welcome any suggestions you may have on how we may better serve you. Contact us any way you choose.

### On the Internet

When you log in to our member portal at [myFHCA.org/myportal](http://myFHCA.org/myportal), you will be able to:

- Review and print your Plan Documents, including your Schedule of Benefits, Certificate of Coverage, and any applicable riders and amendments, which explain your benefits and payment responsibilities.
- Print or request a new member identification (ID) card.
- Find a participating physician, specialist, hospital, pharmacy or urgent care center.
- Check member eligibility.
- Get details on claim payments, deductibles, and Explanation of Benefits (EOB).

- Contact us with a question, suggestion, or to report a problem.

### By telephone

If you have questions about your plan or need assistance in a language other than English, please contact Customer Service.

Toll-free: 1.844.552.5279  
TDD/TTY: 1.800.955.8771

Our Customer Service hours are Monday through Friday from 8 a.m. to 5 p.m.

Automated services are available around the clock.

### A helpful hint:

*Phone volume is heaviest on Mondays and from 11 am to 3 pm on other days. If you need to speak with a representative, you may minimize delay by calling at other times.*

### By email

Please e-mail your questions or comments to: [fhca@health-first.org](mailto:fhca@health-first.org).

### By fax

Please send your fax to: 1.855.328.0062

### By mail

Please mail correspondence to:

Customer Service  
Florida Hospital Care Advantage  
6450 US Highway 1  
Rockledge, FL 32955

### Language access

The plan has a long-standing commitment to providing full services for our ethnically diverse membership.

- Language services available through Customer Service. This service provides over-the-telephone interpretation services in more than 100 languages, including Spanish, Creole, French, Portuguese, Russian, Chinese, Japanese and Korean.
- Bilingual and multi-lingual physicians and staff. Many of our participating providers working in private offices speak more than one language. Please refer to our provider directory for providers that speak other

languages.

- TDD/TTY access. If you are hearing- or speech-impaired, we have TDD/TTY relay access numbers that you can use to make an appointment or to speak with a customer care representative.

### ***Collection of race, ethnicity, and language information***

- To meet our members' linguistic needs and provide culturally appropriate services, we need information to help us create additional programs and resources. When calling Customer Service, speaking with your case manager, or any of the Health Plan staff, you may be asked for your demographic information.
- We are committed to providing health care to all our members regardless of race, ethnic background, or language preference. It will be entirely your choice whether to provide us with your demographic information. The information is confidential and will be used only to improve the quality of care for you and our other Health Plan members.

### ***What if I move?***

We want to make sure you receive your health benefit information. Please let us know when you change your name, address or phone number. However, some employer groups may require that employees make address changes through the company's benefits department. Also, be sure to report any change that has occurred in your family status since your initial enrollment, such as adding a dependent or newborn. These requests can be completed by submitting an Enrollment/Change form to your Benefit Administrator.

### ***Other contact numbers***

For mental health/substance abuse treatment, call Magellan toll-free at 1.800.424.4347 (TDD/TTY access 1.800.424.1694).

For Pediatric Dental, call Delta Dental at the following toll-free numbers:  
HMO Members 1.800.471.9925

**24 Hour Nurse Line toll-free: 1.800.308.5848**

Health First Family Pharmacy toll-free:  
1.866.469.1506

## **How your benefit plan works**

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### ***Your member identification card***

You will receive member identification (ID) cards listing your enrolled dependents. Keep your ID card with you in a safe, easy-to-reach place, and take it with you when you travel in case of an emergency. Present this card to the health care provider whenever you seek medical services or to the pharmacy when filling a prescription. The card has the information the provider or pharmacy needs to verify your benefits and bill us for the services you receive.

If you did not receive an ID card, or if a card has been lost, you can request a new one online in our member portal at [myFHCA.org/myportal](http://myFHCA.org/myportal).

### ***Types of plans***

#### **HMO Plans**

HMO plans offer comprehensive health benefits, including preventive care services. Most members have a standard HMO plan, which means that you must use participating physicians and other health care providers to receive benefits for covered services. Except for emergency or urgent services, all services must be obtained from a participating provider.

#### **POS Plans**

One common variation of an HMO plan is a Point of Service (POS) plan. If you have a POS plan, your ID card will say "POS" on the front. Members with POS plans may choose to receive covered services from a non-participating provider, but will always have the highest level of coverage when using in-network care. The cost to members for out-of-network care is often substantially higher.

# Eligibility & enrollment

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## ***Who is eligible to enroll?***

### **Eligible employees**

If your employer is a “small group” you must first satisfy your employer’s waiting period. You must also work an average of 25 or more hours a week to enroll. Contact your Human Resources Department for details about your plan’s eligibility guidelines.

### **Eligible dependents**

An eligible dependent is defined as the employee’s lawful spouse, and/or the employee’s child until the end of the Calendar Year in which the child reaches age 26.

The federal Affordable Care Act requires health plans to offer dependent children continuity of coverage until the child reaches the age of 26.

In addition, Florida law requires fully-insured plans to offer continuity of coverage for dependent children after the child turns 26 until the end of the Calendar Year in which he or she turns 30, if the child:

- a) is unmarried and without a dependent of their own;
- b) is a state resident, or a full or part-time student; and
- c) is not provided coverage under any other group or individual insurance policy or entitled to Federal or State benefits.

The term **child** includes the employee’s natural born child, stepchild, foster child or legally adopted child of the employee upon placement in the employee’s residence, provided proof of such guardianship is presented. In the case of the birth of a newborn adopted child, a written agreement to adopt such child has been entered into prior to the birth of the child.

### **Service area**

The service area includes all of Volusia and Flagler Counties. All group members must work or live in this service area unless enrolled in a POS plan.

## ***How do I enroll?***

### **Employer group health coverage**

You may select one of our plans when you first become eligible. Your Human Resources Department will typically handle your enrollment activities, providing you with forms, plan documents and collecting any premium payments you may owe. You may have an initial enrollment period, an annual enrollment period, and special election periods for qualifying events. We coordinate enrollment with your employer and will communicate with you when necessary along the way. In certain circumstances enrollment activities may be handled through the federal marketplace at [healthcare.gov](http://healthcare.gov). If you have questions about your eligibility or how to enroll, your Human Resources Department is usually the best source of information and should be contacted first for assistance.

## ***How do I enroll my newborn child?***

During your pregnancy, there are many things you are doing to prepare for the birth of your child. Understanding how exciting and exhausting it can be to add a new child to your family, we encourage you to be as prepared as possible. One item you can add to your list is to find out how to add your newborn child to your health plan. If this is your first child, you will also want to select a participating pediatrician, review your plan’s pediatric benefits and familiarize yourself with the recommended childhood immunization schedule.

A newborn child will be covered from the date of birth as long as you notify both the plan and your Human Resources Department within 60 days of birth. If you notify the plan within the first 31 days, premium is not charged for the first month. If you do not notify us in writing within 60 days of your child’s birth, you will not be able to add your child to your policy until your employer’s next open enrollment period. If you enrolled on the federal marketplace you should add the newborn at [healthcare.gov](http://healthcare.gov). Otherwise notify us in writing within 60 days from the date of birth to ensure your child has coverage.

## ***How do I enroll other dependents?***

Eligible dependents can be included when you initially enroll, during your open enrollment

period, or within 31 days after a qualifying event. An example of a qualifying event is the loss of other group health insurance without the ability to replace it. Dependent children may be enrolled within sixty (60) days for losing eligibility of Medicaid or a Children's Health Insurance Program (CHIP) or if they become eligible for premium assistance under Medicaid or CHIP. There are other special circumstances that qualify for special election periods. Your Human Resources department will be able to assist you with this. If you enrolled on the federal marketplace you should add dependents at [healthcare.gov](http://healthcare.gov).

### ***When does my coverage end?***

As with the enrollment process, there are certain times when you become ineligible or can end your coverage. Since your employer may provide specific times when you may change or discontinue your coverage, please contact your employer's Benefit Administrator or reference your Plan Documents for details.

You may rest assured that the plan cannot cancel your membership for health reasons. Only the following situations can cancel your or your dependent's membership:

- Your employment ends. Your coverage termination date will be determined by your employer.
- Your employer's contract with the plan ends.
- You or your dependent no longer meets eligibility requirements.

Coverage may also be terminated for the following reasons:

- If you relocate outside the service area, and a POS option is not available through your employer.
- If you provide false or incomplete information affecting eligibility or plan administration. In this event, coverage will be canceled and the member will be responsible for all expenses related to the material misrepresentation.
- If you use or permit another person to use a membership ID card not belonging to them for purposes of obtaining health care. In this event, coverage will be canceled and the member will be responsible for all expenses resulting from the misuse.
- If your behavior is disruptive, unruly,

abusive, unlawful, fraudulent, or uncooperative to the extent that continuing membership seriously impairs our ability to furnish service to you or other members.

### ***What are my options if my coverage ends?***

#### **Continuation in an employer's group plan**

In accordance with state or federal law, you, your spouse, and dependent children may be eligible to continue your coverage on the employer's group plan if you experience a loss of coverage due to separation of employment and do not have access to other comparable health coverage. Enrollment in either the federal (COBRA) or state (FHICCA) continuation policies require you to pay the full premium and administrative fees. To learn more about this provision, contact your employer.



# My financial obligations

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## ***What will my expenses be?***

Every plan is different, and your financial obligations will vary based on your specific plan. You are responsible for your premium, along with any cost sharing your plan requires. Additionally, some medical services may not be covered by your plan. If you obtain services that are not covered by your plan, you will be financially responsible. Make sure to familiarize yourself with the benefits provisions, exclusions and limitations of your plan *before* you seek services so you don't incur unnecessary or unexpected expenses. To verify the cost sharing you will have for specific services, check your Schedule of Benefits for details, or you may contact us for assistance. Keep in mind that using participating providers and preferred drugs will help reduce your expenses significantly.

## ***Preventive benefits***

We believe in preventive care and comply with federal laws that require coverage of certain preventive services without member cost-sharing.

By law, the following services are covered in full under your plan when obtained in-network:

- Services recommended by the U.S. Preventive Services Task Force (USPSTF) with a current rating of A or B.
- Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC) for routine use in children, adolescents, and adults.
- Preventive care and screenings for women, infants, children, and adolescents that are provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

Preventive benefits are currently available for annual physicals, certain vaccines, screening tests, including, but not limited to, those for diabetes, certain types of cancer, and other medical conditions, as well as counseling for a variety of behavioral issues. For a complete list of preventive benefits, visit [healthcare.gov](http://healthcare.gov).

Some preventive services may require prior authorization or have special provisions, visit [myFHCA.org](http://myFHCA.org) for more information.

## ***What is a deductible?***

If required by your plan, a deductible is a set dollar amount that you must pay for medical services each year before your health plan starts paying for certain benefits. Once you satisfy your individual or family deductible requirements, your medical care will be covered according to the terms of your plan. A new deductible must be met every calendar year. Some plans may include a separate deductible for prescription drugs. Please refer to the Prescription Drug section of this document.

## ***What does “out-of-pocket maximum” mean?***

This important feature protects you from catastrophic medical expenses by limiting how much you have to pay during the calendar year.

Here's how it works: As you receive covered services during the year, usually you pay part of the cost (your cost share) and we pay part. When the total amount **you have paid** reaches the amount of your out-of-pocket maximum, we start paying the full cost of your covered care. Depending on your plan, there may be services that do not count toward the maximum and a few may not be covered at 100% after you reach the out-of-pocket maximum. With some plans prescription drug costs may count towards the maximum. See your Plan Documents at [myFHCA.org](http://myFHCA.org) for details.

## ***What is the difference between a copayment and coinsurance?***

Copayments and coinsurance are different types of member cost sharing, and represent the portion of medical expenses members must pay. A copayment is a *flat dollar amount* that a member pays for a covered service, while coinsurance is a *percentage* of the medical expenses that a member pays, stated as a percentage of allowable charges.

## **Are there any lifetime limits or annual maximums?**

The Affordable Care Act (ACA) prohibits any health plans to apply lifetime dollar limits or annual dollar maximums to “essential” benefits. However, the law does not prohibit annual maximums on non-essential benefits. The most current information on essential benefits can be found at [healthcare.gov](http://healthcare.gov).

## **With a POS plan, how much do I pay for services outside of the network?**

Point of Service (POS) members can see any provider they choose for covered services, regardless of whether or not the provider is a participating provider. Since your cost depends on whether the provider participates with us, you can save money by using network providers whenever possible. Actual costs will depend on the benefit plan you have, the providers you see, and the services you receive.

Your plan documents show your share of the cost for receiving services both in an out of our network.

**IMPORTANT NOTE: If a non-participating provider charges more than your plan’s fee schedule allows, you will be responsible for paying that extra amount in addition to the applicable coinsurance. The additional cost to you for out-of-network care can be substantial. Contact us if you need assistance accessing a participating provider so you can receive the best coverage under your plan.**

**If you’re seeing a participating physician, you are responsible for paying only for your “in-network” coinsurance or copayments. If you see a physician who is *not* part of our provider network, you are responsible for paying the higher “out-of-network” coinsurance and copayments. We do not have contracts with these providers limiting the amount they can charge for services, so if they charge more than our allowable amount, you may be responsible for the additional cost (also called “balance billing”). Out-of-network providers are not required to see you and may require you to pay up front for services and submit your own claim.**

When seeking out-of-network services, we encourage you to talk with your provider in advance, ask what the charges for service will be and if they will accept a lower amount. Some providers will agree, which could reduce your total cost.

There are some providers outside of our network and service area who are part of a national network we have contracted with, who have already agreed to accept a reduced rate. If this rate is higher than our allowable fee schedule, you’ll still be responsible for the difference, but seeing these providers is another way to help limit your out-of-pocket expenses. For more information on these providers, visit [Multiplan.com](http://Multiplan.com)

*Whether you use participating or non-participating providers, some services require prior authorization. Your participating physician will have this information, but non-participating physicians probably will not. You can find the list of services requiring prior authorization on the member portal at [myFHCA.org/myportal](http://myFHCA.org/myportal).*

### **Financial Responsibility Examples:**

In-Network	
Allowed amount	\$500
Coinsurance	20%
You Pay (20% x \$500)	\$100
Plan Pays (80% x \$500)	\$400
Provider Charges	\$500
Balance Bill	0
<b>Your total cost</b>	<b>\$100</b>

Out-of-Network	
Allowed Amount	\$500
Coinsurance	40%
You Pay (40% x \$500)	\$200
Plan Pays (60% x \$500)	\$300
Provider Charges	\$750
Balance Bill	\$250
<b>Your total cost</b>	<b>\$450</b>

## Doctors and other providers

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You can choose to see any doctor in our network without a referral, including specialists. POS plans provide more options because you may seek covered care from non-participating providers as well as participating providers.

Regardless of which type of plan you have, we do not require you to select a Primary Care Physician (PCP), but it's still important to establish a relationship with a doctor for your preventive and primary care and to coordinate any specialty care you may need.

Many services today are offered by physician assistants, nurse practitioners, or others who are not licensed as physicians. These services are rendered in accordance with Florida regulations, and require the same cost share as you would pay for seeing a physician.

### ***How do I find a participating doctor or provider?***

The Provider Directory will list participating doctors, along with information on their credentials, languages spoken, age limitations, if any, and whether they are accepting new patients. It also lists other participating providers like hospitals, outpatient surgery centers, pharmacies, labs, etc.

If you need to find a provider visit [myFHCA.org](http://myFHCA.org) for an online provider search or a complete provider directory. You can also contact Customer Service for additional information on doctors' professional qualifications. If you aren't sure which physician to choose, friends and family are often the best source of information. Ask them for recommendations to find one that is best for you.

All members have access to network participating providers. There are some providers outside of our network and service area who are part of a national network we have contracted with, who have already agreed to accept a reduced rate. For more information on these providers visit [Multiplan.com](http://Multiplan.com).

## Obtaining covered medical care

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### ***How do I get medical and behavioral health care?***

The way you obtain routine medical care will depend on the type of plan you have.

**General provisions** — Generally speaking, HMO plans require you to see participating providers for covered services, except for urgent care outside the service area or emergency care. All other out-of-network services must be authorized in advance by the plan or they will not be covered. It's important to remember this provision, especially when you're outside our service area for any reason. If you're enrolled in an HMO plan, it is very important that you know whether or not your provider participates with us so you don't incur charges for services that may not be covered.

If you have a POS plan, you may see non-participating providers but your costs may be higher than if you receive the services in-network from participating providers. These types of plans offer more choices in the delivery of health care, but typically include higher premiums and out-of-pocket costs. If at all possible, try to locate a provider that is part of our contracted national provider network, as we have negotiated preferred pricing through this network for out-of-area care. You can locate one of these providers at [Multiplan.com](http://Multiplan.com).

Regardless of which general type of plan you have, benefits and cost-sharing requirements will vary depending on the plan you're enrolled in. Be sure to check your plan documents at [myFHCA.org](http://myFHCA.org).

**Primary care:** To access primary care, simply contact your doctor to make an appointment. For after-hours care, you can also call your doctor's answering service 24 hours a day for instructions. You may be directed to an urgent care center or emergency room, or to make an appointment when your physician's office is open.

**Emergency care:** If you have a medical emergency, have someone take you to the nearest emergency room. If you cannot get to the emergency room safely and quickly, call

911. Be sure to show your member ID card. If you're admitted to the hospital or need help coordinating your care after you are stabilized, have someone contact us and your local doctor for assistance. We cover emergency medical care anywhere in the world, and will help arrange for your transfer home if necessary.

**Urgently-needed care:** If you need care after hours or urgently, but it is not an emergency, participating urgent care centers are open evenings and weekends.

HMO members who access urgent care in the service area **must** use a participating urgent care center.

If you're outside the service area, you're covered for unforeseen illnesses or injuries that need to be treated immediately. Simply locate an urgent care clinic or other physician for the initial treatment, and contact your local doctor to obtain any necessary follow-up services.

**24 Hour Nurse Line:** You may also contact Nurse24 at 1.855.647.3795 if you have a question that you would like answered by a health care professional. This toll-free line is available 24 hours per day, 7 days per week.

**Hospital care:** If you need to be hospitalized and it's not an emergency, your doctor must get authorization from us first, and coordinate your admission. Authorizations may be required for some outpatient services performed at a hospital, but if you see a participating doctor, he or she will know if that's necessary and can take care of it for you.

**You *never* need authorization for emergency care at *any* hospital,** but if you are admitted to a *non-participating* hospital as part of your emergency care, please have someone contact us so we can help coordinate your care after you are stable.

**Mental (behavioral) health services** — Mental health services can be accessed directly without a physician referral as with other specialty care. If you're enrolled in an HMO plan, you can arrange for the appropriate services by calling Magellan toll-free at 1.800.424.4347 (TDD/TTY access 1.800.424.1694).

A mental health professional will assist you with obtaining the help you need. POS members can

access the provider of their choice with applicable cost-sharing amounts.

### ***When do I need a referral or authorization?***

To make it easy for you to obtain medical care, we do not require members to get a referral to see *participating* specialists for covered services. However, some specialists may require you to be referred by your primary doctor to ensure your care is coordinated properly. To locate a participating provider for specialty care, please see your provider directory or contact us for assistance.

While most covered medical care can be obtained without our involvement, some services require prior authorization by our Medical Management staff to ensure the right care is provided in the right setting. Your physician has information and will assist you by contacting us for services that require prior authorization. Also, remember that referrals and prior-authorized services are still subject to any exclusions or limitations of your plan.

*Check a current Authorization List to see if approval is required in advance, and to ensure you don't incur any unexpected expenses for services that may not be covered. You can get the Authorization List from [myFHCA.org](http://myFHCA.org).*

Certain services require prior authorization to be covered, and POS members obtaining care from non-participating providers are responsible to ensure authorization is obtained. A few examples that require prior authorization include MRI, PET, CT scans and nuclear cardiology studies, but other services require authorization and the list is subject to change. If you're using a provider who doesn't participate in the network—including our contracted national provider network—please be sure you discuss the authorization process with your provider, notify the plan, and ensure the service is approved in advance of receiving it. You have the ultimate responsibility to notify your non-participating physician that authorization is required for these procedures. If your physician has any questions or needs instructions on how to obtain prior authorization, he or she may visit [myFHCA.org](http://myFHCA.org).

### ***What if I need a second opinion?***

You are entitled to a second opinion. If you are an HMO member, second opinions by non-participating doctors must be authorized by the plan in advance. Cost share for a second opinion by a non-participating doctor is 40% of the allowed amount plus the balance between the allowed amount and billed charges. There is a maximum of three second opinions allowed for any one calendar year. If we require you to get a second opinion, all charges related to that second opinion will be covered in full.

### ***Decision making***

All decisions involving coverage are based on appropriateness of care and service. We do not compensate practitioners or any other individuals for making decisions that could result in denials of care. Denials are based on medical necessity or contract provisions. The plan works to prevent inappropriate decision making by regularly monitoring all medical claims and requests for care. We are committed to providing you access to quality care.

## **Prescription drugs**

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### ***How do I know what drugs are covered by my plan?***

Your health plan maintains a drug list, also called a formulary, which is an extensive list of safe and effective, FDA-approved, brand name and generic prescription drugs used to treat the most common medical conditions. The Pharmacy and Therapeutics Committee (P&T), a panel of physicians and pharmacists, develops our drug list and updates it regularly. The list includes quality drugs available to you at reasonable cost. Only those medications that have successfully passed federally required clinical testing and evaluation and have been proven effective are included. The P&T Committee reviews and evaluates all available literature about a drug when updating the list.

### ***How much will I pay for a covered drug?***

Every plan is different, and your financial obligation will vary based on your specific plan.

You are responsible for any cost sharing your plan requires. Most covered prescription drugs will be categorized into one of five tiers. The cost of drugs varies widely, even though several different medications may be used to treat the same condition. What you pay for the prescription depends upon what tier the drug is listed in. We offer many benefit plans that can vary in coverage for each tier. Details about your specific benefit for each tier are included in your Schedule of Benefits. Prescriptions that exceed a 30 day supply will default to a 90-day supply copay (this does not apply to coinsurances). For coinsurances, you will always pay a percentage of the total cost after the applicable deductible is met.

To verify the cost sharing you will have for specific tiers, refer to your Schedule of Benefits. To get updated information about covered drugs, please visit our website at [myFHCA.org](http://myFHCA.org) or call Customer Service toll-free at 1.844.522.5279 (TTY/TDD relay: 1.800.955.8771) Monday through Friday from 8 a.m. to 5 p.m.

### ***How often is the Formulary updated?***

In order to continue to offer a safe and cost effective selection of prescription drugs, Florida Hospital Care Advantage periodically makes changes to the Drug List. These changes may include removing medications, adding restrictions, and/or covering a drug at a higher tier. Updated formularies are posted to the website as changes are made. The following list represents some of the most common scenarios in which changes to drug coverage will occur:

- Throughout the year, new medications are approved by the FDA. It is the policy of Florida Hospital Care Advantage that new drugs will be excluded for 6 months from the date of FDA approval, during which time the Pharmacy and Therapeutics Committee can review the drug for safety and efficacy.
- The Drug List may change when a medication is withdrawn from the market due to safety reasons or if it becomes available over-the-counter (OTC). At the time that a medication on the Florida Hospital Care Advantage Drug List becomes available OTC, it may be excluded from coverage from that point forward.

When a brand-name prescription drug loses its patent and the equivalent generic form is added

to the Drug List, the brand-name drug may be moved to the highest non-specialty drug tier, which is generally Tier 4, or removed from the formulary.

For a current copy of your formulary or to get updated information about covered drugs, please visit our website at [myFHCA.org](http://myFHCA.org) or call Customer Service toll-free at 1.844.522.5279 (TTY/TDD relay: 1.800.955.8771) Monday through Friday from 8 a.m. to 5 p.m.

### ***What if my drug is not on the Formulary?***

If your drug is not included in this formulary, you should first contact Customer Service and confirm that your drug is not covered. If you learn that Florida Hospital Care Advantage does not cover your drug, you have two options:

- You can ask Customer Service for a list of similar drugs that are covered by Florida Hospital Care Advantage. When you receive the list, show it to your doctor and ask him or her to prescribe a similar drug that is covered by Florida Hospital Care Advantage.
- You can ask your physician to send Florida Hospital Care Advantage information requesting we make an exception and cover your drug.

If Florida Hospital Care Advantage approves your or your physician's request for an exception to the Florida Hospital Care Advantage formulary the approved drug will be covered at the Tier 4 cost share. If the cost of the medication is greater than \$500 per month it will be covered at the Tier 5 or Specialty Tier. For additional information on the obtaining a formulary exception, please visit our website at [myFHCA.org](http://myFHCA.org) or call Customer Service toll-free at 1.844.522.5279 (TTY/TDD relay: 1.800.955.8771) Monday through Friday from 8 a.m. to 5 p.m.

### ***How can I make the most of my prescription drug benefit?***

The costs of prescription drugs continue to rise every year and can represent a significant part of your health care expenses. Your health plan can help you pay for your medications by sharing the cost with you and providing substantial discounts for medications you purchase. To help you manage your prescription drug costs, here are some money-saving tips to

consider:

- **Use Tier 1 generic medications whenever possible.** Generic drugs are the chemical equivalent of brand-name drugs, and are just as effective in most cases. If you take generic drugs you will generally pay less, so talk to your doctor about switching to a generic equivalent of any brand-name you are taking if it is appropriate. In addition, many of our prescription drug riders include a \$2 copayment for Tier 1 generic drugs ensuring affordable access to many commonly prescribed medications. Please see the list of drugs below to determine which drugs are included in Tier 1.
- **Consider using the mail order program through Health First Family Pharmacy for maintenance drugs.** When you purchase your regular medications through the mail, you may save money by ordering a 90-day supply. If you want to take advantage of this option, let your doctor know so you can have a prescription written for a 90-day period if appropriate and available. For additional information on the Mail Order Program, please visit our website at [myFHCA.org](http://myFHCA.org) or call Customer Service toll-free at 1.844.522.5279 (TTY/TDD relay: 1.800.955.8771) Monday through Friday from 8 a.m. to 5 p.m.
- **See if your prescription pills can be split in half.** For some medications, pills may be available in different strengths but still have the same price. If you need one of these select medications, your doctor may be able to write your prescription so that you can get your pills at double strength, but half of the number of pills you'd normally need, and you'd only pay half of the regular price. Then you'd split them in half, so you'd get the proper dose—saving up to 50 percent of the cost! The drugs that may be eligible for the Pill-Splitting program are marked with the symbol **(1/2)** on the drug list, so review this information with your doctor if your drug qualifies.
- **Shop around for the best price.** Most of our prescription coverage comes with a fixed copayment, so your share of the cost would be the same at any of our participating pharmacies. However, if your plan includes prescriptions with a deductible or coinsurance (a percentage of the cost), you can often save money by comparing prices at different

pharmacies. Although we have negotiated competitive rates with all of our participating pharmacies, the price may be different from store to store, and can also change from day to day. Don't hesitate to contact the Customer Service Department to ask how much your medication will cost if you purchase it there.

### ***How do I get reimbursed for prescription drugs?***

If you have to pay for prescription drugs yourself for any reason, you can be reimbursed according to the provisions of your plan. If you are due a reimbursement, simply send your detailed pharmacy receipt to us along with a written reimbursement request. Be sure to identify yourself and include your member ID number for reference. Although it is not necessary, you can also obtain a Prescription Drug Reimbursement Form by visiting our website at [myFHCA.org](http://myFHCA.org). Your reimbursement request can be faxed to 1.855.328.0061 or mailed to:

Florida Hospital Care Advantage  
Attn: Pharmacy Department  
6450 US Highway 1  
Rockledge, FL 32955

Please do not send original documents.

## **Claims**

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### ***How do I get reimbursed for medical expenses?***

You should rarely need to file a claim since participating providers will submit claims for you. However, if you receive medical care from non-participating providers, you may be required to pay for the services yourself and request reimbursement later. While it is preferable to have your provider submit a valid claim form to us, you can also request reimbursement by sending us an itemized bill within six months that includes the provider's name, address, phone number, and tax ID number, along with a detailed list of the services you received and the amount you were charged and paid. It's important for your receipt to include procedure and diagnosis codes so we can process your payment promptly and accurately. Be sure to send a note that explains your request and we

will reimburse you according to your benefit plan within the allowed time frame. If reimbursement is denied for any reason, you will receive an Explanation of Benefits (EOB) that explains why. Please send your reimbursement request to:

Florida Hospital Care Advantage  
Attn: Claims Department  
6450 US Highway 1  
Rockledge, FL 32955

Send original documents, but keep copies for your own records.

For information on reimbursement for prescription drugs, see the section on Prescription Drugs.

### ***Coordination of benefits***

Some Health Plan members are also covered under another health plan — for example, the plan in which a spouse may be insured, Workers' Compensation or No-Fault, Personal Injury Protection. If that is true in your case, please be sure that you file your claims with your primary insurer — the insurer with whom you, yourself, have a contract or certificate of coverage. If the reimbursement you receive is less than the full charge for the service you are claiming, you can submit a claim to a secondary insurer — the insurer that covers you as a dependent or spouse of the person who has the contract or certificate of coverage with that plan. Please check your Plan Documents for details on how Coordination of Benefits (COB) works.

### ***What if I don't agree with the decision on my claim?***

If you don't agree with a coverage decision, either before or after a service or procedure is obtained, you have the right to appeal. Simply send a signed and dated written appeal within the time frame stated on your denial notice to:

Florida Hospital Care Advantage  
Attn: Appeals  
6450 US Highway 1  
Rockledge, FL 32955

Or fax to 1.855.328.0053 within the time frame stated on your denial notice. You can also refer to the section called *Concerns, grievances, & appeals* for more information.

## Concerns, grievances, & appeals

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We understand that there may be a time when you are not satisfied with our services or providers, or when you disagree with a decision that is made. Rest assured that we are committed to working with you personally to find a resolution if this happens, as well as providing you with timely, fair processes to have your concern addressed. We offer an informal concern process, a formal grievance procedure, and also a two-step formal appeal procedure. If your appeal relates to medical care you need, we will expedite the review of your appeal as urgently as the situation requires to ensure your health is not jeopardized while you wait for a decision.

### Concerns

If you have a concern about our services or providers, or you disagree with a decision that is made about your coverage, many of these problems can be resolved by talking with a Customer Service Representative either by phone or in our office. Simply contact us with any **concern**. You can do this by phone, in person, or in writing, and we'll provide you with immediate and active assistance. We'll make every attempt to resolve the problem within three (3) working days, and document your concern for quality improvement purposes.

### Grievances

A grievance is a formal complaint regarding service issues or the quality of care. If you don't like the result of the concern process and you'd like us to reconsider, you may file a formal **grievance** in writing. If your concern is not resolved to your satisfaction, or you would like to file a formal complaint, you may file a written grievance. Just give us a description of the issue and how you would like it resolved. Be sure to sign and date your written request. We can help you if you need assistance. Formal grievances must be submitted in writing within one (1) year of the event causing the grievance.

You can mail, deliver, email, or fax your grievance to:

Florida Hospital Care Advantage  
Attn.: Grievances  
6450 US Highway 1  
Rockledge, FL 32955  
<mailto:fhca@health-first.org>  
Fax: 1.855.328.0053

We will investigate the matter and respond in writing within 30 days unless you agree to an extension.

### Appeals

An appeal is a formal dispute regarding an adverse coverage determination (denial of coverage or application of cost-share). If you have a problem regarding your coverage, you can file an **appeal**.

#### First level of review

Standard appeals must be submitted in writing by you or your authorized representative. If you are enrolled in a fully-insured HMO plan, you must file your appeal within one (1) year of being notified of an adverse coverage determination. Your appeal must contain the following information: your name, address and member identification number, a summary of your appeal and any previous contact made with us, any additional supporting documentation or medical records, and a description of the desired outcome. The appeal must be signed, dated and mailed, e-mailed, faxed or delivered to:

Florida Hospital Care Advantage  
Attn.: Appeals  
6450 US Highway 1  
Rockledge, FL 32955  
Fax: 1.855.328.0053  
<mailto:fhca@health-first.org>

If your appeal relates to care or services you have already obtained, you will be notified of the outcome in writing within 30 calendar days after it was received.

If your appeal relates to the denial of coverage for care you have not received and are waiting to obtain, you will be notified in writing of the outcome.

A one-time extension may be applied if additional information is necessary to make a decision on your appeal and you do not object to



the extension. If this happens, the additional information will be requested within the resolution time frames. A decision will be made and communicated to you.

### **Authorized reviewers**

An individual who has made a previous denial on your case will not be permitted to deny it a second time, nor will any associate that reports to them. Appeals will be investigated and directed to the appropriate person with authority and clinical expertise to make a final decision. If the appeal involves a denial of coverage based on medical necessity, a physician with appropriate medical expertise will review the case and make a decision.

### **Expedited review of an urgent appeal**

Either you, your authorized representative, or your treating provider may request an expedited review of your appeal if the standard time frame would seriously jeopardize your life, health or ability to regain maximum functioning. This request may be made verbally or in writing. We reserve the right to determine if the expedited process is warranted, but will automatically grant the request for an expedited review if a physician supports it. Appeals related to services already received are not eligible for the expedited process.

When the expedited appeal procedure is granted, you will be notified of the outcome as soon as your medical condition requires, but no later than 72 hours after we receive your request for an expedited review.

### **Second level of review**

If you aren't satisfied with the outcome of the first level review of your appeal, you have the right to have your concern addressed by our Member Assistance Panel, consisting primarily of individuals who were not involved in any previous decision on your case. You or your authorized representative can request a hearing with the Member Assistance Panel verbally or in writing, but must do so within 180 days of receiving the first-level decision.

Your hearing will be scheduled at the administrative offices of Florida Hospital Care Advantage or a location reasonably convenient to you. You or your authorized representative can attend the hearing in person, by teleconference, or through any other available

technology. You will be afforded sufficient time to present your case and provide any additional information you would like considered, and the panel will ask questions and clarify the facts before adjourning for deliberation.

If your appeal relates to care or services you have already obtained, the hearing will be scheduled within 25 calendar days of your request unless you ask for a reasonable delay. For pre-service appeals, the hearing will be scheduled within 10 calendar days of your request unless you ask for a reasonable delay. If your appeal warrants an expedited process, we will schedule a hearing as quickly as appropriate to ensure you receive a final decision within 72 hours after your appeal request.

You will be notified of the Member Assistance Panel's decision within five business days after the hearing.

### **Independent external review**

External binding review is available for appeals that involve medical necessity or the determination of whether a service is experimental or investigational. External review must be requested within four (4) months after receiving an adverse determination on a second-level appeal. There is no dollar limit on issues eligible for review, nor any associated cost.

Expedited external review may be requested at the same time an expedited appeal is requested through the Health Plan or after the internal appeal process has been completed.

To request external review, simply contact us as described in your second-level appeal notice.

Eligibility requirements for external review:

1. You must be (or must have been) covered under the plan when the item or service was requested or rendered;
2. The appeal must not be related to your eligibility under the terms of the plan;
3. The appeal must be related to a medical necessity determination, or whether a requested item or service is experimental or investigational;
4. The internal appeal process must have been completed, or deemed completed by the Plan;

5. All information and forms required to process the independent review must be provided.

For appeals eligible for external review, we will assign the case to an Independent Review Organization (IRO) accredited by a nationally-recognized accrediting organization, ensuring against bias by rotating cases between at least three IROs. The IRO will notify you in writing of the appeal's acceptance for external review and of the final decision.

### **Assistance with concerns, grievances, and appeals**

Members may request help with concerns, grievances, and appeals by contacting us. If you have questions about your plan or need assistance in a language other than English, please call Customer Service.

If your employer offers a fully-insured, state-regulated plan, you have the right to file a complaint at any point in this process to the Department of Financial Services Division of Consumer Services or the Agency for Healthcare Administration (AHCA).

Florida Department of Financial Services  
200 East Gaines Street  
Tallahassee, Florida 32399-0327  
1.877.693.5236

Agency for Healthcare Administration  
Bureau of Managed Health Care  
Building 1, Room 339, MS 26  
2727 Mahan Drive  
Tallahassee, Florida 32308  
850-921-5458 or 888-419-3456 (toll-free)

## **New technology**

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### ***What are new technologies?***

New technologies are medical and/or behavioral health services, including treatments, procedures, and devices that have been recently introduced to the market, but are still considered investigational or experimental. Some may have been recently approved for use by the Food and Drug Administration but not adopted yet as a "standard of care" in the medical community.

### ***How are new technologies evaluated for inclusion in the benefit package?***

The plan may receive requests from members and physicians for coverage of new technologies. While new technologies are always exciting and come with great expectations, it is not always clear that they will provide the most effective treatment options for patients. We're committed to looking carefully at such services to be sure they are safe, helpful in treating or maintaining health, reasonably cost-effective, and not subject to being used for purposes other than those intended.

The plan has a committee of participating physicians from various specialties, as well as medical directors and staff pharmacists who evaluate new technologies to determine if they should be covered. We consider the thoroughness of research behind the new service, clinical trial results, and the anticipated value to our members. We also research and evaluate literature and invite physicians requesting the service to present their findings before we make a decision. To ensure decisions are unbiased and made solely for the benefit of our members, the majority of committee members are not financially tied to the Health Plan, and any participating physician is welcome to participate in the process.

## **Quality program information**

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We are committed to providing quality, cost effective health care coverage. Our participating physicians and dedicated staff work together to improve care, service, and overall performance of our organization. We participate in a number of independent reporting organizations for quality of care and service to provide our members with information about the quality of care we deliver, as well as a way to compare our performance to other health plans in the area.

The quality reporting organizations we participate with include:

The National Committee for Quality Assurance (NCQA) for health plan accreditation status. NCQA is the nation's "gold standard" for

measuring managed care organizations. To see the complete NCQA report card, visit [ncqa.org](http://ncqa.org).

Healthcare Effectiveness Data and Information Set (HEDIS) is a tool used by more than 90 percent of America's health plans to measure performance on important dimensions of care and service.

Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey is a tool used to measure health plan member satisfaction.

## Healthy Living Program

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We are committed to helping you reach your health and quality of life goals. We offer programs designed to help you stay healthy and fit, as well as a variety of programs to help you live better with serious chronic medical conditions.

### Health in Motion

Fitness Center Membership is included at Health First Pro-Health and Fitness Centers in Melbourne, Merritt Island, Palm Bay and Viera or with HealthWays Prime locations nationwide. Amenities vary by location, but participating fitness centers are selected for their variety of group classes for all fitness levels, cardio and strength equipment and other features like pools, basketball and racquetball courts, walking and running tracks, and more. For more information on location and how to get started, visit [myFHCA.org/fitness](http://myFHCA.org/fitness).

Enjoy Fitness Discounts by presenting your member Florida Hospital Care Advantage ID card and save!

- Running Zone: 10% discount on merchandise
- Running Zone's Race Series: save \$5.00 off the registration fee for individual races
- Revolutions Cyclery: 10% discounts on parts, clothing and accessories
- Runners Depot: save 50% off the registration fee for individual races

### Eat Well

Medical Nutrition Therapy Services for members at risk for cardiovascular or diet related chronic medical conditions, and followed by physician

for Diabetes, Heart Disease, Kidney Disease, Lipid Disorder, Malnutrition or Obesity. (Physician referral required)

Work with a Professional Lifestyle Coach to set and complete healthy eating goals, make changes that can last a lifetime, and track progress by phone or online.

### No Stress Zone

Health First Pro-Health and Fitness Centers offer 25% discount on massage treatments

### Clear the Smoke

I Quit and Quit Now classes are offered at Health First and Florida Hospitals and conducted by the Florida Area of Health Education Centers (AHEC) Network. Each class is a no cost, six session group program that includes nicotine replacement (while supplies last). For details visit [HFEvents.org](http://HFEvents.org) or [ahectobacco.com/calendar](http://ahectobacco.com/calendar).

As our mental health benefits manager, Magellan Behavioral Health also offers a comprehensive package of online tools to break the smoking habit. Members can set up a secure account at [MagellanHealth.com/Member](http://MagellanHealth.com/Member) to access tools and information.

Work with a Professional Lifestyle Coach to set and complete quit smoking goals, make changes that can last a lifetime, and track progress by phone or online.

### Stay Well

Preventive Health Screenings are encouraged and are offered at no extra cost. Preventive health screenings include vaccinations, adult well care visits, and preventive labs. Please make your appointment today with your physician.

### Chronically Well

The chronically well program is available to empower you to take charge of your health under the supervision of your physician. The chronically well program focuses on the following five diagnoses using analytics and your preferences:

- Asthma
- COPD (Chronic Obstructive Pulmonary Disease)
- Coronary Artery Disease
- Diabetes
- Heart Failure

## Health 360°

Florida Hospital Care Advantage identifies complex needs using industry-leading analytics. Our integrated care approach addresses physical, mental, and medication needs to assist you in attaining your optimal level of health.

These programs include:

- Acute Care Management
- At Home Provider Visits
- Behavioral Health Care Management
- Biometric and symptom monitoring at home using state-of-the-art technology
- Care Alerts
- Complex Case Management
- Embedded Pharmacists and Case Managers within the Primary Care offices
- Medication Therapy Management and Specialty Programs
- Nurse 24 line
- Rehabilitation Care Management
- Transitions of Care Management
- Transplant Coordination

Please call Customer Service to find out more about our Health Living programs and if you qualify.

## Identity & Fraud Protection

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At Florida Hospital Care Advantage, we are always looking for opportunities to provide additional benefits that enhance your quality of life. That is why we recently partnered with AllClear ID, an industry leading firm to provide pre-paid access to identity theft protection and credit monitoring services.

This service is provided by Florida Hospital Care Advantage and comes at no charge to you.

### Identity Theft Protection

AllClear Secure provides identity protection for you by investigating and repairing your identity in the event that it is stolen. They will do the work to recover your financial losses and restore your credit report.

## Member rights & responsibilities

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We value our relationship with you, and believe that setting clear expectations about our partnership is a critical part of earning your trust. The following rights and responsibilities represent the cornerstone of our successful future, and we encourage you to become familiar with them.

### As a member, you have the right:

- To receive these rights and responsibilities, as well as other information about your health plan and its benefits, services and providers.
- To be treated with respect and recognition of your dignity and right to privacy. (See our Notice of Privacy Practices section of this Guidebook for additional information on how we protect your information.)
- To participate with practitioners in decisions involving your health care, considering ethical, cultural and spiritual beliefs, unless concern for your health indicates otherwise.
- To have a candid discussion of appropriate or medically necessary treatment options for your conditions, regardless of cost or benefit coverage. You have the right to receive this information in terms you understand.
- To receive a prompt response when you ask questions or request information.
- To be informed of who is providing your medical care and who is responsible for your care.
- To be informed if your health care provider plans to use experimental treatment for your care. You have the right to refuse to participate in such experimental treatment.
- To receive a reasonable estimate of charges for your medical care and a copy of an itemized bill, reasonably clear and understandable and have the charges explained to you.
- To receive information about copayments and fees that you are responsible to pay.
- To know what patient support services are available to you, including whether an interpreter is available if you do not speak English.
- To be informed about your diagnosis,

testing, treatments, and prognoses. When concern for your health makes it inadvisable to give such information to you, such information will be made available to an individual designated by you or to a legally authorized individual.

- To be informed about consent to treatment, your right to refuse treatment to the extent permitted by law, and the consequences of your refusal. When refusal prevents the provision of appropriate care in accordance with ethical and professional standards, the relationship with the member may be terminated by the provider upon reasonable notice.
- To receive quality, timely health care with respect and compassion regardless of race, age, sex, religious beliefs, source of payment, health status, or need for health services.
- To receive treatment for any emergency medical condition that will get worse from failure to obtain the treatment.
- To determine the course of your treatment by issuing “advance directives.” In accordance with the federal law titled “Patient Self-Determination Act” and the Florida Statute Chapter 765 titled “Health Care Advance Directives,” you can make future health care decisions now with these types of advance directives:
  - The “living will” states which medical treatments you would accept or refuse if you became permanently unconscious or terminally ill and unable to communicate.
  - The “durable power of attorney for health care” or “designation of a health care surrogate” allows you to appoint someone else to make decisions regarding your health care when you are temporarily or permanently unable to communicate.
- To have your medical records kept private, except when you provide your consent or when permitted by law.
- To choose a primary doctor to coordinate your care and to change your doctor at any time.
- To receive information about our quality improvement programs, including the progress being made.
- To make recommendations regarding our member rights and responsibilities policies.
- To receive information and necessary

counseling on the availability of known financial resources for your care.

- To know what rules and regulations apply to your conduct.
- To voice concerns or appeals about your benefits, our service, or the care provided.

### **Additionally, you have the responsibility:**

- To understand your benefits and guidelines.
- To supply accurate and complete information, including unexpected changes in your health condition, (to the extent possible) that your plan and your providers need in order to provide you care.
- To provide your doctor, to the best of your knowledge, accurate and complete information about any current medical concerns, past medical history, and any other information relating to your health.
- To understand your health problems and participate in developing mutually agreed-upon treatment goals to the degree possible.
- To follow the plans and instructions for care that you have agreed on with your providers.
- To be responsible for your actions if you refuse treatment or do not follow your health care provider’s instructions.
- To follow the provider’s rules and regulations affecting patient care and conduct, including keeping your appointments and arriving promptly, and notifying your physician if you’re unable to keep a scheduled appointment in a timely fashion.
- To pay your cost-share or any other applicable fees according to your plan documents.
- To notify us of any changes in your address, telephone number, or eligibility status.
- If you are enrolled in an HMO plan, to use participating primary care physicians, specialists, medical facilities and suppliers (except for emergency care).

## **Notice of privacy practices**

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This notice describes how your Protected Health Information (PHI) may be used and disclosed by

the plan, and how you can access this information. Please review this notice carefully, and contact the Privacy Office at 321.434.7543 Monday through Friday 8 a.m. to 5 p.m. or toll-free 1.888.400.4512 after business hours.

### ***Our pledge regarding your protected health information***

Our greatest concerns are your health and privacy. We know how important it is to protect your privacy at all times and in all settings. Rest assured we are committed to using and disclosing this information responsibly. This Notice of Privacy Practices describes how the Health Plan may collect, use and disclose your protected health information, along with your rights concerning your protected health information.

### ***What is protected health information?***

“Protected health information” or “PHI” is information about you, including demographic information, that can reasonably be used to identify you and which relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care. For purposes of this notice, PHI means any information which is created or received by the Health Plan relating to your health, or the provision or payment for your health care.

#### **We’re required by law to:**

- Make sure that your protected health information is kept private.
- Notify you, in writing, in the event that your privacy has been compromised (breached).
- Give you this notice of our legal duties and privacy practices with respect to your protected health information; and
- Follow the terms of the current notice in effect.

Federal law requires us to maintain the privacy of your protected health information. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) also requires us to provide you this notice about our legal duties and privacy practices. We must follow the privacy practices described in this notice while it is in effect. We may change the terms of this notice at any time.

We must provide you a new Notice of Privacy Practices whenever we make a material change to the privacy practices described in this notice.

### ***How is my PHI protected?***

The Health Plan is committed to protecting your health information. All associates are trained annually and are required to protect the confidentiality of your protected health information. Individuals may only access information when they have an appropriate reason to do so. Any associate who violates organizational privacy policies is subject to discipline, up to and including termination. The Health Plan includes confidentiality provisions in all of its contracts with participating providers and vendors to ensure physical, electronic, and procedural safeguards are maintained to protect your information.

### ***How we may use and disclose health information about you***

The following categories describe the ways in which the Health Plan may use or disclose your protected health information. For each category, we will explain what we mean and give examples. Not every use or disclosure in a category will be listed, but all of the ways we are permitted to use or disclose your information will fall within one of these categories.

**For treatment:** We may disclose your protected health information to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers) who request it in connection with your treatment. We may also disclose your protected health information to health care providers (including their employees or business associates) in connection with preventive health, early detection and disease and case management programs.

**For payment:** We may use and disclose your protected health information to administer your health care policy or contract, which may involve:

- Determining your eligibility for benefits.
- Paying claims for services you receive.
- Making medical necessity determinations.
- Coordinating your care, benefits or other services.

- Coordinating your coverage with other plans.
- Responding to complaints, appeals and external review requests.
- Obtaining premiums, underwriting, rate making and determining cost sharing amounts.
- Disclosing information to providers for their payment purposes.

**For health care operations:** We may use and disclose your protected health information to support business activities for health care operations, which include some of the following activities:

**Quality management:** Conducting quality assessment and improvement activities, such as improving our members' health or reducing health care costs, developing clinical guidelines and protocols, and activities necessary for accreditation.

**Case management and care coordination:** Operation of preventive health, early detection and disease and case management including contacting you or your doctors to provide appointment reminders or information about treatment alternatives, therapies, health care providers, settings of care or other health related benefits and services.

**Credentialing:** Reviewing the competence or qualifications of health care professionals by evaluating their performance.

**Certification and Licensing Activities:** Activities necessary to maintain our required state licenses, accreditations and certificates, such as our Florida HMO and Third Party Administrator (TPA) licenses, in addition to our Florida Healthcare Provider Certificate.

**Underwriting:** Underwriting, premium rating and other activities relating to administering health insurance contracts. Obtaining reinsurance and/or stop-loss insurance. Please note that all health plans are prohibited from using or disclosing genetic information for underwriting purposes.

**Medical Review, Legal Services, and Auditing Functions:** Includes activities related to fraud and abuse detection and compliance programs requirements.

**Business Planning and Development:** Data analyses related to operating the Health Plan, including formulary development and administration, development, or improvement of payment and coverage policies.

**Other General Administrative Activities:** Includes, but is not limited to, data and information systems management and customer service.

**Communicating Health Plan Benefits and Services:** Informing you about your health plan benefits or services that may be of interest to you. Please note we do not, under any circumstances, sell your protected information for marketing purposes.

**Other Permitted or Required Uses and Disclosures of Protected Health Information:**

**To you:** We will disclose your protected health information to you or your authorized representative upon request, except in limited circumstances. For a representative to act on your behalf, you must appoint them as your representative in writing, and provide the written appointment to the Health Plan.

**To individuals involved in your care or payment for your care:** We may disclose your protected health information to a friend or family member who is involved in, or helps pay for, your care. In addition, we may disclose your protected health information to an entity assisting in disaster relief efforts so that your family can be notified about your condition, status and location.

**As required by law:** We may use or disclose your protected health information to the extent we are required to do so by federal, state, or local law. For example, HIPAA law compels us to disclose PHI when required by the Secretary of the Department of Health and Human Services to investigate our compliance efforts.

**Public health activities:** We may disclose your protected health information to an authorized public health authority for purposes of public health activities. The information may be disclosed for such reasons as controlling disease, injury or disability. We also may have to disclose your PHI to a person who may have been exposed to a communicable disease or who may otherwise be at risk of contracting or

spreading the disease. In addition, we may make disclosures to a person subject to the jurisdiction of the Food and Drug Administration, for the purpose of activities related to the quality, safety or effectiveness of an FDA-regulated product or activity.

**Abuse or Neglect:** We may make disclosures to government authorities if we believe you have been a victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when we are required or authorized by law to do so.

**Legal Proceedings:** We may disclose your protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal and, in certain cases, in response to a subpoena, discovery request or other lawful process.

**To Avert a Serious Threat to Health or Safety:** We may use and disclose your protected health information to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

**Law Enforcement:** We may disclose your protected health information under limited circumstances to law enforcement officials. For example, disclosures may be made in response to a warrant or subpoena or for the purpose of identifying or locating a suspect, witness or missing persons or to provide information concerning victims of crimes.

**Organ and Tissue Donation:** We may disclose your protected health information in certain instances to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ or tissue donation bank, as necessary to facilitate organ or tissue donation and transplantation.

**Workers' Compensation:** We may disclose your protected health information to the extent required by workers' compensation laws or similar programs that provide benefits for work related injuries or illness.

### ***Will my PHI be given to my family or friends?***

We will only disclose your PHI to a member of your family (including your spouse), a relative, or a close friend in the following circumstances:

- You have authorized us to do so.
- That person has submitted proof of legal authority to act on your behalf.
- That person is involved in your health care or payment for your health care and needs your PHI for these purposes. If you are present for such a disclosure (whether in person or on a telephone call), we will either seek your verbal agreement to the disclosure or provide you an opportunity to object to it. We will only release the PHI that is directly relevant to their involvement.
- We may share your PHI with your friends or family members if professional judgment says that doing so is in your best interest. We will only do this if you are not present or you are unable to make health care decisions for yourself. For example, if you are unconscious and a friend is with you, we may share your PHI with your friend so you can receive care.
- We may disclose a minor child's PHI to their parent or guardian. However, we may be required to deny a parent's access to a minor's PHI, for example, if the minor is an emancipated minor or can, under law, consent to their own health care treatment.

### ***Will my PHI be disclosed to anyone outside of my plan?***

The Health Plan may share your protected health information with affiliates and third party "business associates" that perform various activities for us or on our behalf. For example, the Health Plan may delegate certain functions, such as medical management or claims re-pricing, to a third party that is not affiliated with us. We may also share your personal health information with an individual or company that is working as a contractor or consultant. The Health Plan's financial auditors may review claims or other confidential data in connection with their services. A contractor or consultant may have access to such data when they repair or maintain our computer systems. Whenever such an arrangement involves the use or disclosure of your protected health information,



we will have a written contract that contains terms designed to protect the privacy of your protected health information. The Health Plan may also disclose information about you to your primary care physician, other providers that treat you, and other health plans that have a relationship with you for their treatment, payment and some of their health care operations.

### ***Will my PHI be disclosed to my employer?***

Generally, the Health Plan will only release to your employer information which has been de-identified so that your employer cannot uniquely identify you. If your employer would like more specific PHI about you to perform plan administration functions, we will either get your written permission or we will ask your employer to certify that they have established procedures that protect your PHI, and they agree that they will not use or disclose the information for employment related actions and decisions.

### ***When does the Health Plan need my written authorization to use or disclose my PHI?***

We have described in the preceding paragraphs those uses and disclosures of your information that we may make either as permitted or required by law or otherwise without your written authorization. For other uses and disclosures of your medical information, we must obtain your written authorization. A written authorization request will, among other things, specify the purpose of the requested disclosure, the persons or class of persons to whom the information may be given, and an expiration date for the authorization. If you do provide a written authorization, you generally have the right to revoke it.

### ***Your rights regarding your health information***

You have the following rights regarding health information we maintain about you:

**Right to inspect and copy:** You have the right to inspect and receive a copy (either in paper or electronic form) of your protected health information. This usually includes medical and

billing records, but does not include psychotherapy notes. To request this information, you must submit your request in writing to the Health Plan at the address located at the end of this notice. If you request a copy of the information, we reserve the right to charge a reasonable fee for the costs of producing and mailing the information associated with your request. The information will typically be provided within 30 days. We may deny your request in very limited circumstances. If you are denied access to your protected health information, you may request that the denial be reviewed. A licensed health care professional who did not deny your original request will perform the review, and we'll comply with the decision of that person.

**Right to amend:** If you feel that your protected health information is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the Health Plan. To request an amendment, you must submit your request in writing to the Health Plan at the address located at the end of this notice. You must also provide a reason that supports the requested amendment. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- was not created by us (unless the person or entity that created the information is no longer available to make the amendment),
- is not part of the information kept by or for the Health Plan,
- is not part of the information which you would be permitted to inspect and copy, or
- is accurate and complete.

**Right to an accounting of disclosures:** You have the right to request an accounting of disclosures of your protected health information that were unrelated to treatment, payment, or health care operations, or were not authorized by you. To request this accounting, you must submit your request in writing to the Health Plan at the address located at the end of this notice. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. The first list you request within a 12-month period will be free. For additional lists, we reserve the right to charge you for the costs of providing the list. We

will notify you of the cost involved and you may choose to withdraw or modify your request before any costs are incurred.

**Right to request restrictions:** You have the right to request a restriction or limitation on the health information we use or disclose about you. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for your care. If we agree, we will comply with your request unless the information is needed to provide emergency treatment. We are not required to agree to your request however. The Health Plan will not agree to restrict the use or disclosure of your health information for treatment, payment or health care operations, as these activities are essential to the services we provide you. To request restrictions, you must submit your request in writing to the Health Plan at the address located at the end of this notice. In your request, you must tell us: 1) what information you want to limit, 2) whether you want to limit our use, disclosure or both, and 3) to whom you want the limits to apply, for example disclosures to your spouse.

**Right to request confidential communications:** You have the right to request that we communicate with you about health information in a certain way or at an alternative location. For example, you can ask that we only contact you at work or by email. To request confidential communications, you must submit your request in writing to the Health Plan at the address located at the end of this notice. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**Right to a paper copy of this notice:** You have the right to a paper copy of this notice, and may obtain one by contacting the Health Plan's Customer Service Department toll-free at 1.844.522.5279. You may also write to the address listed at the end of this notice, or obtain one through our website, [myFHCA.org](http://myFHCA.org). Even if you've agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

### ***Changes to this notice***

We reserve the right to change this notice, and to make the revised or changed notice effective

for protected health information we already have about you as well as any information we receive in the future.

### ***Complaints and communications***

If you believe your privacy rights have been violated, you may file a complaint with the Health Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with Health Plan, please write the address listed at the end of this notice, or contact Customer Service. You will not be penalized or retaliated against for filing a complaint.

### ***Other uses of health information***

Uses and disclosures of protected health information not covered by this notice or other applicable laws will be made only with your written permission. If you provide us permission to use or disclose your protected health information, you may revoke that permission in writing at any time.

To contact us regarding this information, please write to us at:

Chief Compliance Officer  
Attn: Privacy  
Florida Hospital Care Advantage  
6450 US Highway 1  
Rockledge, FL 32955

## **Advance directives**

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Under Florida law, every adult has the right to make certain decisions concerning his or her medical treatment. The law also allows for your rights and personal wishes to be respected even if you are too sick to make decisions yourself.

You have the right, under certain conditions, to decide whether to accept or reject medical treatment, including whether to continue medical treatment and other procedures that would prolong your life artificially. These rights may be spelled out by you in a "Living Will," containing your personal directions about life-prolonging treatment in the case of serious illness that could cause death.

You may also designate another person, or surrogate, who may make decisions for you if

you become mentally or physically unable to do so. This surrogate may function on your behalf for a brief time, or longer for a life-threatening illness. Any limits to the power of the surrogate in making decisions for you should be clearly expressed. Accident or illness can take away a person's ability to make health care decisions. But decisions still have to be made. If you cannot do so, someone else will, and sometimes this causes the burden, delay and expense of court proceedings. You should consider whether you want to take steps now to control these decisions so that they will reflect your own wishes.

### ***Living will***

A Living Will or Declaration is a statement of your wishes regarding the use of life-prolonging treatment if you have a terminal condition. A Living Will is different from a will, which disposes of your property after your death. Generally, a Living Will is a statement that you desire to be allowed to die and not be kept alive by medical treatment when your doctors conclude that you are no longer able to decide matters for yourself and that your condition is terminal. If you would not want to be kept alive by use of a feeding tube or other artificial means of providing food and water, specifically state this.

### ***Surrogate designation***

If you are too sick to make decisions, close family members or a close friend usually will decide with the doctor and nurses what is best for you. A written designation of a health care surrogate establishes a rebuttal presumption of clear and convincing evidence of your designation of a person to make these decisions.

If you want to name someone you trust to make all other medical decisions for you when you are too sick to do so yourself, you may wish to put this in writing. Remember, if you want this person to also make decisions about the use of machines and medical treatment that might delay your death when you are hopelessly ill, name the same person in your Living Will. It is advisable to name a replacement in case the person you have chosen to make decisions for you becomes unable or unwilling to do so. If you decide to make a Living Will or other advance directive, you should give a copy to

your doctor, your closest relative or friend and any hospital, nursing home or other facility where you are receiving treatment or care. If you change your mind, make sure that you advise all those to whom you have given copies.

A Living Will in no way affects life insurance. Also, it cannot be required as a condition for being insured for, or receiving health care services. Any medical treatment that is used for the purpose of providing comfort care or to alleviate pain will be continued.

A summary like this cannot answer all of your questions or cover every circumstance. If you have questions about your particular legal situation, please talk to a lawyer. Also, ask your family physician to assist you.

## **Exclusions & limitations**

We try to keep health plan premiums affordable while providing the most comprehensive coverage possible. In doing so, certain limits and exclusions may apply to the benefits provided under your plan.

This section lists common exclusions and limitations under our group health plans. These provisions may vary by group, and by year. Your Contract will ultimately determine coverage, so please review your Plan Document carefully. If the rules for accessing services and supplies described in this section are not followed, you risk being responsible for the entire cost of the services rendered.

### ***Medical necessity requirements***

Services that, in the plan's opinion, are not medically necessary will not be covered. The ordering of a service by a physician, whether participating or non-participating, does not in itself make such service medically necessary or a covered service. Whether a service is a covered service is determined according to the terms of the group plan as solely interpreted by the Health Plan or its delegate.

- **Abortions**, including any service or supply related to an elective abortion. However, spontaneous abortions are not excluded, nor are abortions performed when the life of the mother would be endangered if the fetus were carried to term.

- **Alcoholism or substance abuse treatment** in a residential treatment facility.
- **Alternative medical treatments.**
- **Blood**, fees associated with the collection, storage, or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the Health Plan's opinion the likelihood of excess blood loss is such that transfusion is expected adjunct to surgery.
- **Bloodless surgery**, unless comparable outcomes, complication rates, and mortality rates are demonstrated through peer reviewed clinical studies when compared to standard surgical methods.
- **Breast reduction services.**
- **Complications of non-covered services.**
- **Cosmetic procedures.**
- **Routine Dental Care: except for pediatric dental coverage under the Affordable Care Act.**
- **Experimental and investigational treatment** as defined in the plan definitions section.
- **Food** and food products including oral nutrition supplements except those listed as covered services under the Enteral/Parenteral and Oral Nutrition Therapy section.
- **Foot care, routine.**
- **Hearing aids.**
- **Immunizations and physical examinations**, when required for travel, or when needed for school, employment, insurance, or governmental licensing, except as such examinations are within the scope of, and coincide with, the periodic health assessment examination and/or state law requirements.
- **Infertility treatment, services and supplies.**
- **Massage therapy.**
- **Missed appointment charges.**
- **Obesity surgery.**
- **Occupational injury.**
- **Organ donor treatment or services when the member acts as the donor.**
- **Orthomolecular therapy.**
- **Orthotics, foot.**
- **Personal comfort.**
- **Private duty nursing care.**
- **Sexual reassignment or modification services.**
- **Sterility reversal.**
- **Surrogacy services.**
- **Transportation** services that are non-emergent or not medically necessary.
- **Weight control services**, food or food supplements, exercise equipment, and bariatric surgery.
- **Work-related condition services** to treat a work-related condition, to the extent the covered service is paid by Workers' Compensation through adjudication or settlement, or when the services would otherwise be eligible for coverage by Workers' Compensation insurance but were not claimed, are excluded from coverage.

## Glossary of terms

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To help you better understand your health plan, we have listed important terms and their definitions for your review.

**Allowable charge:** The amount charged or the amount the plan determines to be paid in accordance with our fee schedule, whichever is less, for a particular medical or hospital service in the geographical area in which it is performed.

**Anniversary date:** The date established by the plan and the group, as indicated in the Group Contract, when the Group Contract is renewed. Before that date each year, an open enrollment period will be scheduled during which time persons entitled to health benefits coverage may enroll in the Health Plan. Changes take effect on the anniversary date.

**Child:** The term includes the employee's natural born child, stepchild, foster child or legally adopted child of the employee upon placement in the employee's residence, provided proof of such guardianship is presented. In the case of the birth of a newborn adopted child, a written agreement to adopt such child has been entered into prior to the birth of the child.

**Coinsurance:** The portion of the cost for specified covered services for which the member is responsible. Generally stated as a

percentage of the allowable expense for covered services, coinsurance amounts are included in Plan Documents.

**Contract:** The group master contract between the plan and the group/employer that includes the certificate of coverage, group application, and any riders, amendments, and attachments.

**Copayment:** A predetermined dollar amount listed in plan documents that the member must pay for certain plan benefits.

**Covered services:** The benefits and services to which a member is entitled.

**Eligible dependent:** An eligible dependent means the employee's lawful spouse and/or the employee's child until the end of the Calendar Year in which the child reaches age 26. Unmarried children without dependents of their own may continue coverage from the end of the calendar year in which they turn age 26 until the end of the Calendar Year in which they reach age 30, if the child meets the following requirements:

- The child is a Florida resident or a full or part-time student;
- The child is not provided coverage under any other group, blanket, franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Title XVIII of the Social Security Act.

If the child continues coverage beyond the end of the calendar year in which the child reaches age 26 and is subsequently terminated, the child is not eligible to be covered under the parent's policy unless the child was continuously covered by other creditable coverage without a gap in coverage of more than 63 days.

The newborn child of a covered dependent child: Coverage for such newborn child will automatically terminate 18 months after the birth of the newborn child.

**Employee:** A person designated by the contract between the group and the plan who is eligible to enroll as a Health Plan member.

**Experimental and investigational treatment:** means any evaluation, treatment, therapy, or device which involves the application, administration or use of procedures, techniques,

equipment, supplies, products, remedies, vaccines, biological products, drugs, pharmaceuticals, or chemical compounds if, as determined solely by the plan:

1. Such evaluation, treatment, therapy, or device cannot be lawfully marketed without approval of the United States Food and Drug Administration or the Florida Department of Health, and approval for marketing has not, in fact, been given at the time such service is furnished to the Covered Person;
2. Evidence considered reliable by the Health Plan showing that such evaluation, treatment, therapy, or device is the subject of an ongoing Phase I, or II clinical investigation, or experimental or research arm of a Phase III clinical investigation, or under study to determine: maximum tolerated dosage(s), toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the condition in question.
3. Evidence considered reliable by the Health Plan and which shows that the consensus of opinion among experts is that further studies, research, or clinical investigations are necessary to determine: maximum tolerated dosage(s), toxicity, safety, efficacy, or efficacy as compared with the standard means for treatment or diagnosis of the condition in question.
4. Evidence considered reliable by the Health Plan which shows that evaluation, treatment, therapy, or device has not been proven safe and effective for the treatment of the condition in question, as evidenced in the most recently published medical literature in the United States, Canada, or Great Britain, using generally accepted scientific, medical, or public health methodologies or statistical practices;

Reliable evidence as defined by the Health Plan may include without limitation:

1. Reports, articles, or written assessments in authoritative medical and scientific literature published in the United States, Canada, or Great Britain;
2. Published reports, articles, or other literature of the United States Department of Health and Human Services or the United States Public Health Service, including any of the

National Institutes of Health, or the United States Office of Technology Assessment;

3. The written protocol or protocols relied upon by the treating physician or institution or the protocols of another physician or institution studying substantially the same evaluation, treatment, therapy, or device; or
4. The written informed consent used by the treating physician or institution or by another physician or institution studying substantially the same evaluation, treatment, therapy, or device; or
5. The records (including any reports) of any institutional review board of any institution that has reviewed the evaluation, treatment, therapy or device for the condition in question.

**Group/employer:** The employer or legal entity that has entered into a group contract with the plan under which the Health Plan will provide or arrange health services for eligible employees of the group who enroll.

**Group open enrollment period:** A time period of at least 30 days established by the group and Florida Hospital Care Advantage during which eligible employees may enroll themselves and their eligible dependents under the Health Plan; may be scheduled periodically, but at least once a year.

**Medically necessary:** Refers to health care services or supplies that a physician or appropriate practitioner, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are, as determined by the plan:

- a. provided in accordance with the generally accepted standards of medical practice;
- b. considered safe and effective for the patient's illness, injury or disease based on scientific evidence;
- c. clinically appropriate, in terms of type, frequency, extent, site and duration;
- d. not primarily for the convenience of the patient or physician; and
- e. 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.

In determining whether a service or supply is provided in accordance with generally accepted standards of medical practice, the following will be considered:

- a. Objective, evidence-based assessments of the safety and efficacy of medical items and services obtained from sources that include, but are not limited to:
  - i. independent technology assessments from third-party vendors;
  - ii. literature searches of peer-reviewed articles;
  - iii. peer-reviewed, published research studies;
  - iv. FDA standards;
  - v. Drug compendia recognized by the plan;
  - vi. Medicare National and Local Coverage Determinations;
  - vii. Physician Specialty Society recommendations;
  - viii. the views of physicians practicing in the relevant clinical area; and
  - ix. any other relevant factors.

*Note: The fact that a physician prescribes, orders, recommends, or approves a service or supply does not, in itself, determine medical necessity, or make the charge for such service or supply a covered benefit, even if not expressly excluded under this health plan.*

**Member:** An employee or covered dependent who meets the Health Plan's criteria for eligibility, is enrolled, and for whom the appropriate premium has been paid.

**Out-of-area services:** Those services provided outside the service area. For HMO members, covered benefits for out-of-area services are limited to urgent and emergency care, unless arranged by a Health Plan physician and authorized by the Health Plan. If the member is an HMO member, all follow-up and continued care following urgent or emergent care must be obtained using a Health Plan participating provider.

**Out-of-pocket expenses:** Those medical expenses a member must pay because they are not covered under the Health Plan. These include copayments, ineligible charges, or any other limitation set forth in the Plan Documents.

**Participating provider:** A hospital, physician, pharmacy, or other health care practitioner or facility that has an agreement with the plan to provide services to plan members.

**Physician or doctor:** Any person properly licensed and qualified to practice medicine pursuant to the law of the jurisdiction of the state of Florida including:

- Doctors of Medicine (MD) or Osteopathy (DO);
- Doctors of Dental Surgery (DDS) or Dental Medicine (DMD);
- Doctors of Chiropractic (DC);
- Doctors of Optometry (OD); and,
- Doctors of Podiatry (DPM).

**Primary care physician or primary doctor:** A doctor who normally practices one of the following: family medicine, general internal medicine, or pediatrics.

**Prior authorization:** Certain services require approval from the Health Plan before the service is rendered to guarantee coverage. Your doctor must submit a request to the Health Plan along with all clinical information documenting the medical necessity for the services to be reviewed. In the event of an adverse

determination where you disagree with our decision, you have the right to appeal the decision. Denials based on medical necessity are only rendered by licensed physicians.

**Plan documents:** Refers to the contract.

**Service area:** The zip code areas designated by the Health Plan where members must reside or work to be covered by this health plan.

**Small group employer:** Any person, sole proprietor, self-employed individual, independent contractor, firm, corporation, partnership, or association that:

- is actively engaged in business,
- has its principal place of business in this state,
- employed an average of 1–50 eligible employees during the preceding calendar year, and
- employs at least one employee on the first day of the plan year.

**Waiting period:** The employer-defined period of time following your hire date that must pass before benefits become effective.