

Value-added programs, tools and services are just another advantage of being a Blue Cross and Blue Shield of Texas (BCBSTX) member.

## Blue Access for Members<sup>SM\*</sup>

Your gateway to health information



*It's easy to register and find what you need at **[bcbstx.com/member](http://bcbstx.com/member)**.*

When it comes to managing your health information, it's "easy does it" with our Blue Access for Members (BAM) member site. BAM gives you important health and benefits information that you can manage in one convenient place online.

**Go to [bcbstx.com](http://bcbstx.com), click "Log In" and register to access:**

- your personal health history
- benefits highlights, claims, explanations of benefits and forms
- health and wellness resources
- special member discounts and programs

*\* Blue Access for Members is not available on child only policies.*

### **Blue Access Mobile<sup>SM</sup>**

With Blue Access Mobile, you have access to real-time claims status, ID cards and coverage details. Now you can get that information while on the go because BAM is mobile!

## Provider Finder

**Easily search for physicians, specialists and hospitals**

It's easy to find physicians, specialists and hospitals with the online Provider Finder. Follow these three steps:

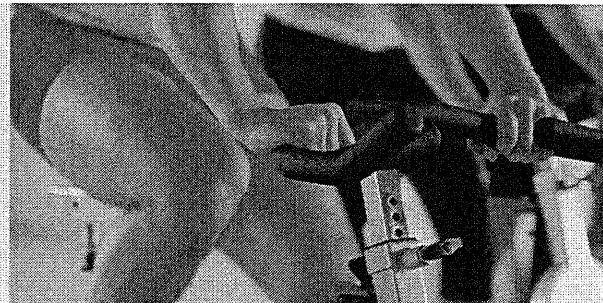
1. Visit [bcbstx.com](http://bcbstx.com)
2. Click Provider Finder
3. Search by network, doctor, hospital or area to find the most up-to-date listing of health care providers

### **Download the free Provider Finder® App for Android or iPhone**

In addition to finding a provider when you're on the go, this app can perform a GPS search and get directions to the provider's location.

# Well onTarget<sup>SM</sup>

**Motivation and guidance on the path to health and wellness**



The Well onTarget program offers an expanded array of personalized tools and resources designed to plan, engage, motivate, sustain and measure, with the end goal of delivering the best wellness experience to members.

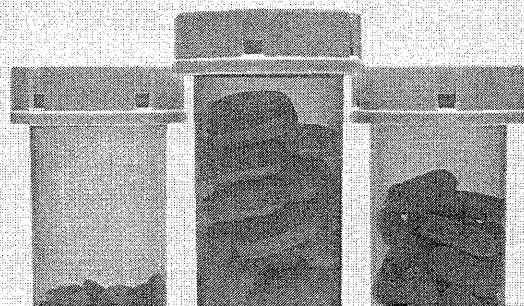
**Well onTarget includes wellness programs such as:**

- Onmyway<sup>TM</sup> health assessment
- Health and wellness content
- Liveon wellness member portal
- Fitness program and incentives
- Onmytime self-directed courses

Learn more at [wellontarget.com](http://wellontarget.com).

## Mail service for prescriptions

**It's all about convenience**



As a BCBSTX member, you have a mail-service prescription drug program available for your maintenance medications. This benefit saves you time and money. Members pay a copayment, coinsurance or a combination, depending on their plan. Just ask your doctor for a written prescription for up to 90 days for each medication you want delivered to your home. You can find more information on BAM under the **My Coverage** tab.

If you have any questions about cost or benefit coverage, call the Blue Cross and Blue Shield Pharmacy Line at 800-423-1973, Monday through Friday, 7 a.m. to 11 p.m., and Saturday and Sunday 7:30 a.m. to 8 p.m. CT. Have your Blue Cross and Blue Shield ID card handy when you call.

# Blue365<sup>®</sup>

## Member discount program

Blue365 is just one more advantage of being a BCBSTX member. With this program, you can save money on health care products and services that are most often not covered by your benefit plan. There are no claims to file and no referrals or pre-authorizations.

You can sign up for Blue365, our member discount program that offers deals from brands like Reebok, Jenny Craig<sup>®</sup> and Nutrisystem<sup>®</sup>. Log in to Blue Access for Members or visit [www.Blue365Deals.com/BCBSTX/](http://www.Blue365Deals.com/BCBSTX/).

### **Davis Vision<sup>SM</sup> and TruVision** **888-897-9350 or 877-882-2020**

Save on eyeglasses as well as contact lenses, laser vision correction services, examinations and accessories. Find out more when you log in to BAM. For a list of Davis Vision providers near you, go to [bcbstx.com](http://bcbstx.com), click Find a Doctor, then select Find a Vision Provider. The Davis Vision network has major national and regional retail locations as well as independent ophthalmologists and optometrists. You and your eligible dependents can receive discounts on laser vision correction services through the TLC/TruVision network.

### **Jenny Craig<sup>®</sup>** **877-JENNY70 (877-536-6970)**

Jenny Craig can help you reach your weight loss goals. You will get one-on-one support from a trained weight loss expert. Your consultant will give you a tailored program based on the basic components of successful weight management: food, body, mind. You can meet with your consultant in person at a local center. Or you can enjoy the ease of the Jenny Craig At Home program. To get a special savings coupon, log in to BAM.

### **Life Time<sup>®</sup> Fitness**

Life Time Fitness offers a total health fitness experience no matter your fitness level, interests, schedule or budget. For new members, Life Time Fitness offers a \$0 enrollment fee when you sign up online.\* Log in to BAM and access the Life Time Fitness website to find a free, seven-day pass to try out the location nearest you.

### **Procter & Gamble (P&G) Dental Products** **877-333-0121**

Get savings on dental packages containing the latest in Oral B<sup>®</sup> power toothbrushes and Crest<sup>®</sup> products. The dental packages from P&G can help you improve the health of your teeth and gums. Packages may contain items such as an electronic toothbrush, mouth rinse, floss, and many more. To shop in the P&G estore, log in to BAM and click on Member Discounts under Quick Links.

*\* Proof of Blue Cross and Blue Shield of Texas coverage is needed. The \$0 enrollment fee offer is only for new members who enroll online at [www.Blue365Deals.com/BCBSTX/](http://www.Blue365Deals.com/BCBSTX/). A \$35 administrative fee applies to all memberships. Monthly dues and taxes may also apply. Members' prices, dues and fees may change at any time. Offer expires September 1, 2013. Other rules may apply. Always check with the Life Time Fitness club in your area for the most up-to-date offer. Offer not available in Minnesota.*

*The relationship between these vendors and Blue Cross and Blue Shield of Texas (BCBSTX) is that of independent contractors.*

*Blue365 is a discount program only for BCBSTX members. This is NOT insurance. Some of the services offered through this program may be covered under your health plan. Please check your benefit booklet or call the customer service number on the back of your ID card for specific benefit facts. Use of Blue365 does not change your monthly payment, nor do costs of the services or products count toward any maximums and/or plan deductibles. Discounts are only given through vendors who take part in this program. BCBSTX does not guarantee or make any claims or recommendations about the program's services or products. You may want to talk to your doctor before using these services and products. BCBSTX reserves the right to stop or change this program at any time without notice.*

## Travel with confidence

**You're covered!**



With our BlueCard® PPO Program, Blue Cross and Blue Shield (BCBS) Plans across the country work together to ensure you receive reliable, affordable health care whenever you're away from home. When you use BlueCard PPO network providers (even while traveling outside your local Plan service area), you will receive the network benefits available through your health plan.

So, when you need medical services outside your local Plan service area, call the customer service telephone number on the back of your ID card. Or call the BlueCard Access telephone number at 800-810-BLUE (2583). The "suitcase" logo on your ID card tells providers that you are part of the BlueCard PPO Program.

## Learn more about taking care of your health



Facebook

[facebook.com/  
bluecrossblueshieloftexas](https://facebook.com/bluecrossblueshieloftexas)



Twitter

[twitter.com/bcbstx](https://twitter.com/bcbstx)

You **Tube**

[youtube.com/bcbstx](https://youtube.com/bcbstx)

## Texas Department of Insurance Notice

- *You have the right to an adequate network of preferred providers (also known as "network providers"):*
  - *If you believe that the network is inadequate, you may file a complaint with the Texas Department of Insurance.*
  - *If you relied on materially inaccurate directory information, you may be entitled to have an out-of-network claim paid at the in-network percentage level of reimbursement and your out-of-pocket expenses counted toward your in-network deductible and out-of-pocket maximum.*
- *You have the right, in most cases, to obtain estimates in advance:*
  - *from out-of-network providers of what they will charge for their services; and*
  - *from your insurer of what it will pay for the services.*
- *You may obtain a current directory of preferred providers at the following website: [www.bcbstx.com](http://www.bcbstx.com) or by calling the Customer Service number on the back of your ID card for assistance in finding available preferred providers. If the directory is materially inaccurate, you may be entitled to have an out-of-network claim paid at the in-network level of benefits.*
- *If you are treated by a provider or hospital that is not a preferred provider, you may be billed for anything not paid by the insurer.*
- *If the amount you owe to an out-of-network hospital-based radiologist, anesthesiologist, pathologist, emergency department physician, or neonatologist is greater than \$1,000 (not including your copayment, coinsurance, and deductible responsibilities) for services received in a network hospital, you may be entitled to have the parties participate in a teleconference, and, if the result is not to your satisfaction, in a mandatory mediation at no cost to you. You can learn more about mediation at the Texas Department of Insurance website: [www.tdi.texas.gov/consumer/cpmmediation.html](http://www.tdi.texas.gov/consumer/cpmmediation.html).*



## Standard Authorization Form

### I. Individual (Name and information of person whose protected health information is being disclosed):

Name			Date of Birth
Group #	Identification/Subscriber #		Social Security Number
Address	City	State	ZIP
Area Code & Telephone Number			

### II. Authorization and Purpose:

I request and authorize Blue Cross and Blue Shield of Texas to disclose my protected health information as described below.  
I understand that if the person/organization authorized to receive and use the information is not a health plan or health care provider, the disclosed information may no longer be protected by federal privacy regulations.

Persons/Organizations authorized to receive your information		Relationship	Purpose
Address	City	State	ZIP

### III. Specific Description of Information to be Used or Disclosed

(Please complete Parts A and B in this Section) This Authorization CANNOT be used to disclose Psychotherapy Notes.

#### A. Release of Sensitive Protected Health Information Under State Law

You must check "yes" or "no" if you authorize the release of medical information, test results, records or communications specific to  
(note: "yes" means this information is included in the categories you designate in Part B below):

- Human Immunodeficiency Virus (HIV) or HIV/Acquired Immune Deficiency Syndrome;
- Sexually transmitted or communicable diseases (includes hepatitis, as well as venereal diseases);
- Drug, alcohol or substance abuse;
- Mental health or developmental disabilities (including mental retardation or similar disabilities, for example, those attributable to cerebral palsy, autism or neurological dysfunctions); and
- Genetic testing.

Yes ☐

No ☐

#### B. Release of Protected Health Information (check one or more)

Dates of Services  
From: To:

<input type="checkbox"/> Health Plan Benefit Information	Includes information contained in your benefit booklet (i.e., copayments, coinsurance, eligibility and other benefit information).	_____	_____
<input type="checkbox"/> Claims	Includes information related to payment of your claims for service you received, including pertinent information located on a claim form (i.e., billed amount, general procedure descriptions, claim payment or denial reasons, etc.).	_____	_____
<input type="checkbox"/> Service Determination Information	Includes any information related to pre-service, concurrent and post-service decisions.	_____	_____
<input type="checkbox"/> Premium	Includes information related to billing cycles, bank draft changes, etc.	_____	_____
<input type="checkbox"/> Services from (provider or supplier)	Provider name: _____ (Includes information related to services rendered by a specific provider or supplier.)	_____	_____
<input type="checkbox"/> Other	_____ (Specify other information that is not listed in one of the categories above.)	_____	_____

#### IV. Expiration and Revocation

**Expiration:** This authorization will expire on (must choose one):

☐ One year from the date it is signed

☐ Other (insert date or event): \_\_\_\_\_

**Right to Revoke:** I understand that I may revoke this authorization at any time by giving written notice to the address listed at the bottom of this form. I understand that revocation of this authorization will not affect any action the above named entity took in reliance on this authorization before the above named entity received my written notice of revocation.

**V. Signature** (this document must be signed by the individual, parent of minor child or the individual's personal representative):

I understand that this authorization is voluntary and that the health plan cannot condition my eligibility for benefits, treatment, enrollment or payment of claims on the signing of this authorization. I understand that if I am signing on behalf of a minor child, this authorization will expire upon the child reaching the age of 18, unless there is proof of legal guardianship.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date: month/day/year

If you are signing as a Power of Attorney, Legal Guardian, Executor or Administrator, complete the following and attach a copy of the Legal documents. You do NOT have to attach copies of documents if they are already on file with Blue Cross and Blue Shield of Texas.

\_\_\_\_\_  
Personal Representative's Name

\_\_\_\_\_  
Relationship to Individual

\_\_\_\_\_  
Personal Representative's Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Personal Representative's Area Code & Telephone Number

**BEFORE RETURNING YOU SHOULD KEEP A COPY FOR YOUR RECORDS BY EITHER:**

1. MAKING A PHOTOCOPY OF THIS SIGNED AUTHORIZATION; OR
2. COMPLETING AND SIGNING THE DUPLICATE AUTHORIZATION FORM YOU RECEIVED OR PRINTED

*Mail your completed signed authorization to:*  
Blue Cross and Blue Shield of Texas  
P.O. Box 3238  
Naperville, IL 60566-7238

If you need assistance completing the form, please contact our Member Service Department at  
1-888-697-0683.

# Prescription Drug Claim Form

See instructions on reverse.



BlueCross BlueShield  
of Texas

## Patient Information

ID Number

Group Number

Date of Birth

☐ Male ☐ Female

Patient Name (First, Last)

Street Address

City

State

ZIP

Patient's Relationship to Subscriber/Member:

☐ Self

☐ Spouse

☐ Dependent

I certify that the information is correct and that the patient indicated above is eligible for benefits. I have received the medications described herein and authorize release of all information contained on this claim form to Prime Therapeutics. I agree that any benefits payable hereunder for prescription drugs are not assignable and that any assignment thereof shall be void. I further represent that there has been no assignment of benefits hereunder.

I understand that Blue Cross and Blue Shield of Texas use or disclosure of individually identifiable health information, whether furnished by me or obtained from other sources such as medical or pharmacy providers, shall be in accordance with the federal privacy regulations under HIPAA (Health Insurance Portability and Accountability Act of 1996). Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Patient/Subscriber/Member or Legal Representative Signature

Is this medication for an on-the-job-injury? ☐ Yes ☐ No

Do you have other insurance for prescription medications? ☐ Yes ☐ No

If yes, please provide

Name of other Insurance:

Policy Number:

Please include any pharmacy receipts related to this claim with this form.

## Subscriber/Member Information

Name (First, Last)

## Pharmacy Information

Pharmacy Name

Pharmacy Address

City

State

ZIP

## Prescription Claim Information

Original pharmacy receipts are required. Please attach receipts to space provided on the back of form. If receipts are not included, please have pharmacist complete and sign the bottom of this form.

Was this prescription medication purchased outside the U.S.A.? ☐ Yes ☐ No

All fields below must be completed.

(Example on back of form.)

Call your pharmacist if you need assistance.

1 Rx Number

Date Filled

Quantity

Day Supply

Name of Medication

NDC Number

(Your pharmacist can provide the NDC number identifying the drug.)

NPI Number

Prescription Cost

Balance Due

2 Rx Number

Date Filled

Quantity

Day Supply

Name of Medication

NDC Number

(Your pharmacist can provide the NDC number identifying the drug.)

NPI Number

Prescription Cost

Balance Due

3 Rx Number

Date Filled

Quantity

Day Supply

Name of Medication

NDC Number

(Your pharmacist can provide the NDC number identifying the drug.)

NPI Number

Prescription Cost

Balance Due

X

Signature of Pharmacist or Representative (Required only if original pharmacy receipts are not included.)

Date



## Pharmacy/Prescription Information

1. Use a **separate claim form** for each patient.  
All information provided on or attached to this claim form must be for the same patient.
2. Tape or glue pharmacy receipts in the spaces provided.  
When you tape or glue your receipts, it is not necessary for the receipts to fit exactly within the spaces provided. If the taped or glued receipts overlap each other, be sure that all information on each receipt is readable. Each receipt must show:

- Patient Name
- Pharmacy Name/Address
- Total Charge
- Drug Name and NDC Number
- NPI Number
- Quantity
- Fill Date
- Rx Number
- Days Supply

If any of your receipts do not have **required** information, ask your pharmacist to provide you with the missing information.

Write that information on your receipt(s). If not completed, the claim will be sent back for the required information.

3. Call the customer service number on your ID card if you have any questions.
4. Have your pharmacist call 800.821.4795 if he/she has any questions.

5. Send completed form to:  
Prime Therapeutics  
P.O. Box 14624  
Lexington, KY 40512-4624

### EXAMPLE

of how to complete the Prescription Drug Claim Form.

**1** Rx Number

Date Filled  /  /

Quantity  Day Supply

Name of Medication "Drug Name"

NDC Number   
(Your pharmacist can provide the NDC number identifying the drug.)

NPI Number

Prescription Cost \$  .

Balance Due \$  .

Is this prescription claim for a compound medication?  
☐ Yes ☐ No

Note: If yes, make sure your pharmacist completes the information below.

### Compound Information:

If a compound prescription, please enter all information per drug used.

### Compound Prescriptions

For pharmacy use only

NDC Number	Drug Ingredient	Quantity	Charge

### Rx 1

### Pharmacy Receipts Only

Tape or glue one pharmacy receipt in this space.  
If you prefer, staple your receipts to the top of this form.

Keep a copy of your receipt(s) for your records.

### Rx 2

### Pharmacy Receipts Only

Tape or glue one pharmacy receipt in this space.  
If you prefer, staple your receipts to the top of this form.

Keep a copy of your receipt(s) for your records.

**Fraud Prevention Regulation:** Any person who knowingly and with intent to defraud any health plan or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent health plan act, which is a crime and subjects such person to criminal and civil penalties.

Prime Therapeutics LLC is an independent limited liability company providing pharmacy benefit management services.

Blue Cross and Blue Shield of Texas is a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

**An Addendum to be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Plan Insurance Contract.**

**Effective October 1, 2008**

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Because You are moving from one Blue Cross and Blue Shield of Texas Individual Plan Insurance Contract to another, Your Contract is amended to provide that all 1) Deductibles, 2) Coinsurance Amounts, 3) Calendar Year maximum benefit amounts and 4) lifetime maximum benefit amounts in this new Contract shall be reduced in the amount of any of these benefits paid under the Subscriber's Blue Cross and Blue Shield of Texas Individual Plan Insurance Contract held with Us immediately prior to a Participant's Effective Date under this Contract.



President of Blue Cross and Blue Shield of Texas

## An Amendment

Effective January 1, 2011

To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Plan Insurance Contract.

*Your Contract, and any Amendments attached to the Contract, is amended as follows:*

1. The Contract renewal date when Your health care coverage under this Contract renews for another Calendar Year is January 1<sup>st</sup> of each year.
2. The **Benefits Provided Section** of Your Contract is amended by deleting the **Maximum Benefits** subsection in its entirety. Any other Lifetime Maximums, as indicated in Your Contract or amendments attached to Your Contract, are no longer applicable.
3. The definition of **Dependent child** in the **Definition Section** of Your Contract is amended to mean a natural child of the Subscriber, a stepchild, or a legally adopted child of the Subscriber (including a child for whom the Subscriber is a party in a suit in which the adoption of the child is being sought), under twenty-six (26) years of age, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage or any combination of those factors. A grandchild must be dependent on the Subscriber for Federal income tax purposes at the time application for coverage is made to be eligible for coverage under the Contract. Wherever the term **Dependent** is used in Your Contract or any amendments to Your Contract, it will include this change.
4. If Your Contract has a **Rescission of Coverage** provision in the **Standard Provisions Section**, it is amended by deleting the provision in its entirety and replacing it with the following:

**Rescission of Coverage:** Any act, practice or omission that constitutes fraud or making an intentional misrepresentation of material fact on the Participant's application, will result in the cancellation of Your coverage (and/or Your Dependent(s) coverage) retroactive to the Effective Date, subject to 30 days' prior notification. Rescission is defined as a cancellation or discontinuance of coverage that has a retroactive effect. In the event of such cancellation, Blue Cross and Blue Shield of Texas (BCBSTX) may deduct from the premium refund any amounts made in claim payments during this period and You may be liable for any claims payment amount greater than the total amount of premiums paid during the period for which cancellation is effected. At any time when BCBSTX is entitled to rescind coverage already in force, BCBSTX may at its option make an offer to reform the policy already in force. This reformation could include, but not be limited to, the addition of exclusion riders, (this limitation does not apply to a Participant under 19 years of age) and a change in the rating category/level. In the event of reformation, the policy will be reissued retroactive in the form it would have been issued had the misstated or omitted information been known at the time of application.

5. The **General Provisions Section** of Your Contract is amended by adding the following new section:

**Policy Year:** Policy Year means the 12 month period beginning on January 1 of each year.

**Changes in some state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.**

**Except as changed by this amendment, all terms, conditions, limitations and exclusions of the Contract to which this amendment is attached will remain in full force and effect.**



President of Blue Cross and Blue Shield of Texas

### **NOTICE**

This health insurance issuer believes this coverage is a “grandfathered health plan” under the Affordable Care Act. As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that the policy may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime dollar limits on benefits for any individual.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to [P.O. Box 3236, Naperville, Illinois 60566-7236].

You may also contact the U.S. Department of Health and Human Services at [www.healthreform.gov](http://www.healthreform.gov).

## An Amendment

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**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Health Insurance Contract.**

*Your Contract, and any Amendments attached to the Contract, is amended as follows:*

1. The **Benefits Provided** section of Your Contract is amended by deleting the section **Use of Non-Contracting Providers** in its entirety and replacing it with the following:

### **Allowable Amount**

The Allowable Amount is the maximum amount of benefits BCBSTX will pay for Eligible Expenses you incur under the Plan. BCBSTX has established an Allowable Amount for Medically Necessary services, supplies, and procedures provided by Providers that have contracted with BCBSTX or any other Blue Cross and/or Blue Shield Plan, and Providers that have not contracted with BCBSTX or any other Blue Cross and/or Blue Shield Plan. When you choose to receive services, supplies, or care from a Provider that does not contract with BCBSTX, you will be responsible for any difference between the BCBSTX Allowable Amount and the amount charged by the non-contracting Provider. You will also be responsible for charges for services, supplies, and procedures limited or not covered under the Plan and any applicable Deductibles, Coinsurance Amounts, and Copayment Amounts.

Review the definition of Allowable Amount in the **DEFINITIONS** section of this Benefit Booklet to understand the guidelines used by BCBSTX.

2. The **Definitions** section of Your Contract is amended by deleting the definition of Allowable Amount in its entirety and replacing it with the following:

**Allowable Amount** means the maximum amount determined by BCBSTX to be eligible for consideration of payment for a particular service, supply, or procedure.

- ***For Hospitals and Facility Other Providers, Physicians, and Professional Other Providers contracting with BCBSTX in Texas or any other Blue Cross and Blue Shield Plan*** – The Allowable Amount is based on the terms of the Provider contract and the payment methodology in effect on the date of service. The payment methodology used may include diagnosis-related groups (DRG), fee schedule, package pricing, global pricing, per diems, case-rates, discounts, or other payment methodologies.
- ***For Hospitals and Facility Other Providers, Physicians, and Professional Other Providers not contracting with BCBSTX in Texas or any other Blue Cross and Blue Shield Plan outside of Texas (non-contracting Allowable Amount)*** – The Allowable Amount will be the lesser of: (i) the Provider's billed charges, or; (ii) the BCBSTX non-contracting Allowable Amount. Except as otherwise provided in this section, the non-contracting Allowable Amount is developed from base Medicare Participating reimbursements adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and will exclude any Medicare adjustment(s) which is/are based on information on the claim.

Notwithstanding the preceding sentence, the non-contracting Allowable Amount for Home Health Care is developed from base Medicare national per visit amounts for low utilization payment adjustment, or LUPA, episodes by Home Health discipline type adjusted for

duration and adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and shall be updated on a periodic basis.

When a Medicare reimbursement rate is not available or is unable to be determined based on the information submitted on the claim, the Allowable Amount for non-contracting Providers will represent an average contract rate in aggregate for Network Providers adjusted by a predetermined factor established by BCBSTX. Such factor shall be not less than 75% and shall be updated not less than every two years

BCBSTX will utilize the same claim processing rules and/or edits that it utilizes in processing Participating Provider claims for processing claims submitted by non-contracted Providers which may also alter the Allowable Amount for a particular service. In the event BCBSTX does not have any claim edits or rules, BCBSTX may utilize the Medicare claim rules or edits that are used by Medicare in processing the claims. The Allowable Amount will not include any additional payments that may be permitted under the Medicare laws or regulations which are not directly attributable to a specific claim, including, but not limited to, disproportionate share and graduate medical education payments.

Any change to the Medicare reimbursement amount will be implemented by BCBSTX within ninety (90) days after the effective date that such change is implemented by the Centers for Medicaid and Medicare Services, or its successor.

The non-contracting Allowable Amount does not equate to the Provider's billed charges and Participants receiving services from a non-contracted Provider will be responsible for the difference between the non-contracting Allowable Amount and the non-contracted Provider's billed charge, and this difference may be considerable. To find out the BCBSTX non-contracting Allowable Amount for a particular service, Participants may call customer service at the number on the back your BCBSTX Identification Card.

- ***For multiple surgeries*** – The Allowable Amount for all surgical procedures performed on the same patient on the *same* day will be the amount for the single procedure with the highest Allowable Amount *plus* a determined percentage of the Allowable Amount *for each* of the other covered procedures performed.
- ***For Covered Drugs as applied to Participating and non-Participating Pharmacies*** – The Allowable Amount for Participating Pharmacies will be based on the provisions of the contract between BCBSTX and the Participating Pharmacy in effect on the date of service. The Allowable Amount for non-Participating Pharmacies will be based on the Average Wholesale Price.

**Except as changed by amendment, all terms, conditions, limitations and exclusions of the Contract to which this Amendment is attached will remain in full force and effect. This amendment shall become effective immediately.**



J. Darren Rodgers  
President of Blue Cross and Blue Shield of Texas

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**  
*(For Insurers declared insolvent or impaired on or after September 1, 2011)*

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (the "Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas **(regardless of where the policyholder lived when the policy was issued.)**
- Residents of other states, **ONLY** if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for any one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

## IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call Blue Cross and Blue Shield of Texas toll-free telephone number for information or to make a complaint at:

1-888-697-0683

- You may also write to Blue Cross and Blue Shield of Texas at:

P. O. Box 3236  
Naperville, Illinois 60566-7236

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

- You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, Texas 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

- PREMIUM OR CLAIM DISPUTES:**  
Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

- Usted puede llamar al numero de telefono gratis de Blue Cross and Blue Shield of Texas para informacion o para someter una queja al:

1-888-697-0683

- Usted tambien puede escribir a Blue Cross and Blue Shield of Texas al:

P. O. Box 3236  
Naperville, Illinois 60566-7236

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al :

1-800-252-3439

- Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, Texas 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

- DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

- UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## An Amendment

**Effective Date September 1, 2011**

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Health Insurance Contract.**

Your Contract is amended as follows:

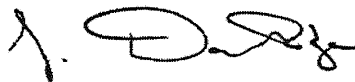
We reserve the right to adjust the premium upon 60 days notice to the Subscriber. Such adjustments in rates shall become effective on the date specified in said notice. This notification is not applicable to rate changes based on attained age or change of residence.

The Prescription Drug Program of Your Contract is amended by adding the following new section.

***Benefits for Orally Administered Anticancer Medication***

Benefits are available for Medically Necessary orally administered anticancer medication that is used to kill or slow the growth of cancerous cells. Coinsurance or a Copayment Amount will not apply to orally administered anticancer medication listed on the Managed Oral Cancer Drug List. To determine if a specific drug is on the Managed Oral Cancer Drug List, you may access the website at [www.bcbstx.com/member/rx\\_drugs.html](http://www.bcbstx.com/member/rx_drugs.html) or contact Customer Service at the toll-free number on your Identification Card.

**Except as changed by this amendment, all terms, conditions, limitations and exclusions of the Contract to which this amendment is attached will remain in full force and effect. This amendment shall become effective on the date stipulated above.**



President of Blue Cross and Blue Shield of Texas

## An Amendment

January 1, 2012

To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual Plan Insurance Contract.

### AMENDMENT TO THE CONTRACT

The General Provisions section of your Contract is modified to add the following new section:

#### Premium Rebates and Premium Abatements:

- a. Rebate. In the event federal or state law requires Blue Cross and Blue Shield of Texas (BCBSTX) to rebate a portion of annual premiums paid, BCBSTX will directly provide any rebate owed Participants or former Participants to such persons in amounts as required by law.

If any rebate is owed a Participant or former Participant, BCBSTX will provide the rebate to the Participant or former Participant no later than August 1 following the end of the medical loss ratio ("MLR") reporting year.

BCBSTX will provide any rebate owed to a Participant in the form of a premium credit, lump-sum check or, if a Participant paid the premium using a credit card or direct debit, by lump-sum reimbursement to the account used to pay the premium. However, BCBSTX will provide any rebate owed to a former Participant in the form of lump-sum check or lump-sum reimbursement using the same method used for payment, such as credit card or direct debit.

If a rebate is provided in the form of a premium credit, BCBSTX will provide any rebate by applying the full amount due to the first premium payment due on or after August 1 following the end of the MLR reporting year. If the rebate owed is greater than the premium due, BCBSTX will apply any overage to succeeding premium payments until the full amount of the rebate has been credited.

At the time any rebate is provided, BCBSTX will provide to each Participant or former Participant who receives a rebate a notice containing at least the following information:

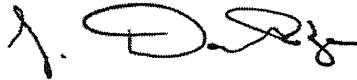
- (A) A general description of the concept of a MLR;
  - (B) The purpose of setting a MLR standard;
  - (C) The applicable MLR standard;
  - (D) BCBSTX's MLR;
  - (E) BCBSTX's aggregate premium revenue as reported under federal MLR regulations (minus any federal and state taxes and licensing and regulatory fees that may be excluded from premium revenue under those regulations); and
  - (F) The rebate percentage and amount owed based upon the difference between the BCBSTX's MLR and the applicable MLR standard.
- b. Abatement. BCBSTX may from time to time determine to abate (in whole or in part) the premium due under this Contract for particular period(s).

Any abatement of premium by BCBSTX represents a determination by BCBSTX not to collect premium for the applicable period(s) and does not effect a reduction in the rates under this Contract. An abatement for one period shall not constitute a precedent or create an expectation or right as to any abatement in any future period(s).

- c. BCBSTX makes no representation or warranty that any rebate or abatement owed or provided is exempt from any federal, state, or local taxes (including any related notice, withholding or reporting requirements). It will be the obligation of each Participant or former Participant (if applicable) owed or provided a rebate or an abatement to determine the applicability of and comply with any applicable federal, state or local laws or regulations.

The provisions of this Amendment shall be in addition to (and do not take the place of) the other terms and conditions of this Contract.

**Except as changed by this amendment, all terms, conditions, limitations and exclusions of the Contract to which this amendment is attached will remain in full force and effect. This amendment shall become effective on the date stipulated above.**



President of Blue Cross and Blue Shield of Texas

## An Amendment

**Effective Date January 1, 2010**

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual PPO Health Insurance Contract.**

The **Definitions** Section of Your Contract is amended as follows:

2. By adding the following new definitions:

**Research Institution** means an institution or Provider (person or entity) conducting a phase I, phase II, phase III, or phase IV clinical trial.

**Routine Patient Care Costs** means the costs of any Medically Necessary health care service for which benefits are provided under the Plan, without regard to whether the Participant is participating in a clinical trial.

Routine patient care costs do not include:

1. The cost of an investigational new drug or device that is not approved for any indication by the United States Food and Drug Administration, including a drug or device that is the subject of the clinical trial;
2. The cost of a service that is not a health care service, regardless of whether the service is required in connection with participation in a clinical trial;
3. The cost of a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
4. A cost associated with managing a clinical trial; or
5. The cost of a health care service that is specifically excluded from coverage under the Plan.

2. By adding the following subsection to the definition of **Medical-Surgical Expense**:

Amino acid-based elemental formulas, regardless of the formula delivery method, used for the diagnosis and treatment of:

- (1) Immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins;
- (2) Severe food protein-induced enterocolitis syndromes;
- (3) Eosinophilic disorders, as evidenced by the results of biopsy; and
- (4) Disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract.

A Prescription Order from your Health Care Practitioner is required.

The **Benefits Provided** Section of Your Contract is amended:

1. By adding the following new sections:

***Benefits for Routine Patient Costs for Participants in Certain Clinical Trials***

Benefits for Eligible Expenses for Routine Patient Care costs are provided in connection with a phase I, phase II, phase III, or phase IV clinical trial if the clinical trial is conducted in relation to the prevention, detection, or treatment of a life-threatening disease or condition and is approved by:

## An Amendment

**Effective Date January 1, 2010**

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual PPO Health Insurance Contract.**

- the Centers for Disease Control and Prevention of the United States Department of Health and Human Services;
- the National Institutes of Health;
- the United States Food and Drug Administration;
- the United States Department of Defense;
- the United States Department of Veterans Affairs; or
- an institutional review board of an institution in this state that has an agreement with the Office for Human Research Protections of the United States Department of Health and Human Services.

Benefits are not available under this section for services that are a part of the subject matter of the clinical trial and that are customarily paid for by the Research Institution conducting the clinical trial.

### ***Benefits for Early Detection Tests for Cardiovascular Disease***

Benefits are available for one of the following noninvasive screening tests for atherosclerosis and abnormal artery structure and function every five (5) years when performed by a laboratory that is certified by a recognized national organization:

- (1) Computed tomography (CT) scanning measuring coronary artery calcifications; or
- (2) Ultrasonography measuring carotid intima-media thickness and plaque.

Tests are available to each Participant who is (1) a male older than 45 years of age and younger than 76 years of age, or (2) a female older than 55 years of age and younger than 76 years of age. The individual must be a diabetic or have a risk of developing coronary heart disease, based on a score derived using the Framingham Heart Study coronary prediction algorithm that is intermediate or higher.

Benefits are limited to a \$200 maximum benefit amount every five (5) years.

2. By deleting the Section **Preauthorization Requirements** in its entirety and replacing it with the following:

### ***Preauthorization Requirements***

Preauthorization is required for all Hospital Admissions, Extended Care Expense, and Home Infusion Therapy, and organ and tissue transplants.

Preauthorization establishes in advance the Medical Necessity or Experimental/Investigational nature of certain care and services covered under this Contract. It ensures that the preauthorized care and services as described below will not be denied on the basis of Medical Necessity or Experimental/Investigational. Preauthorization does not guarantee payment of benefits. However, coverage is always subject to other requirements of this Contract, such as Preexisting Conditions, limitations and exclusions, payment of premium and eligibility at the time care and services are provided.

## An Amendment

Effective Date January 1, 2010

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual PPO Health Insurance Contract.**

You, Your Physician, Provider of services, or a family member calls on of the toll-free numbers listed on the back of your Identification Card. The call should be made between 7:30 a.m. and 6:00 p.m. on business days. Calls made after working hours or on weekends will be recorded and returned the next working day. A benefits management nurse will follow up with your Provider's office. In most cases preauthorization is made within minutes while We are on the telephone with Your Provider's office.

### Hospital Admissions

You are required to have Your admission preauthorized at least two working days prior to actual admission unless it would delay Emergency Care. In an emergency, preauthorization should take place within two working days after the admission or as soon as reasonably possible.

When a Hospital Admission is preauthorized, a length-of-stay is assigned. This Contract is required to provide a minimum length of stay in a Hospital for treatment of breast cancer of:

- 48 hours following a mastectomy, and
- 24 hours following a lymph node dissection.

If You require a longer stay than was first preauthorized, Your Provider may request an extension for the additional inpatient days. If an admission extension is not preauthorized, benefits may be reduced or denied.

Preauthorization is also required if You transfer to another facility or to or from a specialty unit within the facility.

If an admission is not preauthorized, benefits may be reduced or denied if We determine that the admission is not Medically Necessary or is Experimental/Investigational.

Failure to preauthorize will result in a penalty in the amount of \$250 that will be deducted from any benefits which may be finally determined to be available for the Hospital Admission. This penalty amount cannot be used to satisfy Deductibles or to apply toward the Coinsurance Amount. Additionally, We will review the Medical Necessity or Experimental/Investigational nature of Your claim.

### Extended Care Expense and Home Infusion Therapy

Preauthorization is required for Medically Necessary Skilled Nursing Facility services, Home Health Care, Hospice Care or Home Infusion Therapy.

Preauthorization for Extended Care Expense and Home Infusion Therapy must be obtained by having the agency or facility providing the services contact Us to request preauthorization. The request should be made:

- Prior to initiating Extended Care Expense or Home Infusion Therapy;

## An Amendment

**Effective Date January 1, 2010**

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual PPO Health Insurance Contract.**

- When an extension of the initially preauthorized service is required; and
- When the treatment plan is altered.

If We have given notification that benefits for the treatment plan requested are not available, claims will be denied.

We will review the information submitted prior to the start of Extended Care Expense or Home Infusion Therapy. We will send a letter to You and the agency or facility confirming preauthorization or denying benefits.

If Extended Care Expense or Home Infusion Therapy is to take place in less than one week, the agency or facility should call the preauthorization telephone number on the back of Your Identification Card.

Failure to preauthorize will result in a penalty in the amount of 50% not to exceed \$500 which will be deducted from any benefits which may be finally determined to be available for Extended Care Expense or Home Infusion Therapy.

### **Organ and Tissue Transplants**

Preauthorization is required for any organ or tissue transplant. Preauthorization of an organ or tissue transplant is the process by which the Medical Necessity of the transplant and the length of stay of the admission is approved or denied. Preauthorization does not guarantee payment of a claim but does ensure that payment for the covered room and board charges for the preauthorized length of stay will not be denied on the basis of Medical Necessity or Experimental/Investigational.

At the time of preauthorization We will assign length-of-stay for the admission if We determine that the admission is Medically Necessary. Upon request, the length-of-stay may be extended if We determine that an extension is Medically Necessary.

The **Limitations and Exclusions** Section of Your Contract is amended by deleting the exclusion regarding "Fluids, solutions, nutrients, or medications" in its' entirety and substituting the following:

Fluids, solutions, nutrients, or medications (including all additives and chemotherapy) used or intended to be used by intravenous or gastrointestinal (enteral) infusion or by intravenous injection in the home setting; drugs given through routes other than subcutaneously in the home setting. This exception does not apply to dietary formula necessary for the treatment of phenylketonuria (PKU) or other heritable diseases. This exception also does not apply to amino acid-based elemental formulas, regardless of the formula delivery method, used for the diagnosis and treatment of immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins, severe food protein-induced enterocolitis syndromes, eosinophilic disorders, as evidenced by the results of biopsy and disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract. A Prescription Order from your Health Care Practitioner is required.

## An Amendment

**Effective Date January 1, 2010**

**To be attached to and made a part of your Blue Cross and Blue Shield of Texas\* Individual PPO Health Insurance Contract.**

The General Provisions Section of Your Contract is amended By deleting the Section **Review of Claim Determinations** in its entirety and replacing it with the following:

### **Review of Claim Determinations:**

- a. When a claim is submitted properly and received by Us, it will be processed to determine whether and in what amount benefits should be paid. Some claims take longer to process than others do because they require information not provided with the claim. Examples of such matters include determination of Medical Necessity.

After processing the claim, We will determine and notify the Participant of the exact amount, if any, being paid on the claim; that the claim is being denied in whole or in part and the reason for denial; or that We require additional information before We can determine Our liability. If additional information is requested, it must be furnished before processing of the claim can be completed.

- b. Any Participant (or a parent if he is a minor) has the right to seek and obtain a full and fair review by Us of any determination of a claim, or any other determination made by Us of the Participant's benefits under this Contract.

If a Participant believes We incorrectly denied all or part of his charges and wants to obtain a review of the benefit determination, he must:

- (1) Submit a written request for review mailed to Us at Our Administrative Office in Richardson, Dallas County, Texas. The request must state the Participant's full name and Subscriber identification number and the charges on the claim he wants reviewed.
- (2) Include in the written request the items of concern regarding Our determination and all additional information (including medical information) that the Participant believes has a bearing on why the determination was incorrect.

On the basis of the information supplied with the request for review, together with any other information available to Us, We will review Our prior determination for correctness and make a new determination. The Participant will be notified in writing of Our decision and the reasons for it within 60 days of Our receipt of the request for review. This determination will be the final internal determination by Us unless additional information, which has not previously been available for review, is provided within 60 days of the Participant's receipt of the determination.



President of Blue Cross and Blue Shield of Texas